



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.
June 13, 2022

Pledge of Allegiance

Call to Order

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

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

Invocation

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

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B – RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

C – PRESENTATIONS and PROCLAMATIONS

None for this meeting.

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

D – CONSENT AGENDA

D – 1 Approving Minutes of May 9, 2022, meeting.

D – 2 Approval of City Financial Report.

D – CONSENT AGENDA (cont'd)

- D – 3 Request for attendance at meetings and/or conferences.
 - D – 4 Appointment(s): Auburn Fire Department – Tim J. Hager
Municipal Tree Board Appt – City Forester Harry Bridgmon & Jodi Wright
 - D – 5 SENDD – CDBG #18-HO36067 Drawdown No.21 (homeowner occupied housing program & related claims)
 - D – 6 Request for Special Designated Liquor License for wedding event at 4-H Open Air Pavilion by Ms. Pamette Grable w/ County Club.
 - D – 7 Consideration of renewal/extension of service agreement/contract with BCom Solutions LLC.
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E – PAYMENT OF CLAIMS

- E – 1 Approving Payment of Claims
-

F – PUBLIC HEARINGS

None for this meeting.

G – ORDINANCES

None for this meeting.

H – RESOLUTIONS

- H – 1 Res No. 04-22: To put to question on the General Election Ballot for Tuesday, Nov. 8, 2022, “At Large” election of City Council Members.
 - H – 2 Res No. 05-22: To consider for adoption “Cash in Lieu of Health Ins.” provision for city employees, to allow for annual premium savings and to align policy provisions with the City of Auburn Board of Public Works.
 - H – 3 Res No. 06-22: To consider for adoption the Nemaha County Fair proposed parade route with approval of route and street closings.
 - H – 4 Res No. 07-22: To consider & authorize membership in the League Insurance Government Health Team (*LIGHT*), Authorizing the approval of the *LIGHT* Interlocal Agreement with the City of Auburn, Neb., and authorizing and approving the *LIGHT* Membership Agreement for approval by City employees.
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I – REPORTS & RECOMMENDATIONS

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

J – MOTIONS, REQUESTS AND REFERRALS

- J – 1 Motion to add City Administrator as authorized signer and trustee, and remove Deputy City Clerk as authorized signer and trustee for the City Pension Plan.
- J – 2 Consideration of local housing rehab application(s) & committee recommendations.

MOTION TO ADJOURN

City Council Proceedings
May 9, 2022

The Mayor and Council of the City of Auburn, Nemaha County, Nebraska, were called to meet at the City Hall at 1101 "J" Street on May 9, 2022, at 7:00 o'clock P.M., in Regular Meeting, open to the general public. Advance notice of said Regular Meeting, the designated method of giving notice including the agenda for said meeting, or the availability thereof having been posted at the west door of the City Hall, at the east door of the Nemaha County Courthouse, and in the Auburn State Bank, and having been transmitted to all members of the City Council, all done on or before May 6, 2022. Mayor Dan White presided over the meeting and the City Clerk recorded the proceedings.

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

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

Chamber of Commerce Executive Director Leslie Clark reported that the Auburn 140th Birthday Celebration was very successful.

Mayor Dan White presented Darrell Wellman with a plaque recognizing his many years of attending and reporting on the City Council meetings through articles in the Nemaha County Herald. Darrell's wife Tami was in attendance for the recognition.

Agenda Item D – Consent Agenda

D – 1 Approving Minutes of April 11, 2022, meeting

D – 2 Approval of City Financial Report

D – 3 Request for attendance at meetings and/or conferences

- Nebraska Economic Developers Association 2022 Annual Conference – Valentine, NE May 11-13 for Crystal
- Nebraska 2022 Fire School – Grand Island, May 20-22 for Auburn Volunteer Fire Department
- Nebraska League of Municipalities Municipal Accounting and Finance Conference – Kearney June 15-17 for Crystal and Sherry
- Nebraska City/County Management Association 2022 Summer Conferences – McCook, NE June 22-24 for Crystal

D – 4 Appointment(s) to City Housing Committee: Chris Erickson (City); Jeff Jeanneret (City); Tim Becker (CRA); Joe Casey (CRA); Kim Beger (ADC); Janny Crotty (ADC); and Amber Kinnaman (Planning Commission)

D – 5 SENDD – CDBG #18-HO-36067 Drawdown No. 21 (homeowner occupied housing program) and related claims

The Consent Agenda was presented and discussion was held on Agenda Item D – 5. Council Member Erickson moved to approve the Consent Agenda excluding D – 5. The motion was seconded by Council Member Tom Clark. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Shawn Clark, Tom Clark, Erickson, Janssen, Jeanneret, and Billings. The following voted "NAY": No one. Motion: Carried.

Agenda Item E – Payment of Claims. The following April claims were presented for ratification: Auburn Arts & Events, Celebration-3,000.00; Auburn Region V Services, Se-375.00; BKD CPAs & Advisors, Se-11,167.43; Black Hills Energy, Ut-552.17; Charter Communications, Se-252.58; Guardian, Ins-555.20; Mid-American Benefits Inc., Ins-89.50; NE Dept of Revenue, Keno Tax-687.68; Windstream, Se-16.22; April Payroll-47,070.52; FICA City Match-3,507.89; Pension City Match-1,549.65; PayChex Payroll, Se-213.70; PayChex, FSA Se-97.50; Mid-American Benefits, Medical Claims-385.52. The following May claims were presented for ratification: American Recycling & Sanitation, Se-335.00; Black Hills Energy, Ut-138.30; Blue Cross-Blue Shield, Ins-9,216.04; Board of Public Works, Reim-Ut-6,301.99; Capital Business Systems USA, Se-Su-

487.56; Charter Communications, Se-352.13; First National Bank Omaha, Card Transactions-2,317.35; Linda Bantz, Se-400.00; Mark Harms, Ex-500.00; Nemaha County, Se-31,500.00; Wex Bank, Su-1,865.37; Windstream, Se-127.30. The following claims were presented before the Council for approval: AKRS, Su-17.06; Amazon, Bk-AV-620.18; American Lawncare, Se-1,400.00; Andrew Tuckpointing, Se-22,380.00; Angelo Ligouri, Se-6,550.50; Auburn Design Shop, Se-20.00; Auburn Fire Dept., Reim-1,035.00; Auburn Memorial Library Petty Cash, Su-121.07; Auburn Newspapers, Se-639.57; Auburn Plumbing, Htg. & AC Inc., Su-14.62; Baker & Taylor, Bk-AV-985.73; Beatrice Area Solid Waste, Fe-1,378.80; Blackstone Publishing, Bk-AV-42.95; Bulldog Auto Supply, Su-362.43; Clark Equipment Co. dba Bobcat, Equip-1,165.84; Commercial Recreation Specialties, Su-1,339.40; Crystal Dunekacke, Reim-272.03; Eakes Office Solutions, Su-947.81; Ed M Feld Equipment Co., Se-800.00; Eggers Brothers, Su-15.60; Filter Care, Se-41.75; Cengage Learning Inc/Gale, Bk-AV-307.59; General Fire and Safety Equipment, Se-797.85; Greenwade Tree Service, Se-3,250.00; History Nebraska, Sub-35.00; JEO Consulting Group Inc., Se-1,825.00; League Assoc. of Risk Management, Ins-252.27; Lynch's Hardware & Gifts, Su-65.29; Menards, Su-764.70; Meyer Laboratory Inc., Su-670.86; Microfilm Imaging Systems Inc., Equip-Rent-138.00; Nemaha County Clerk, Fe-74.00; OCLC Inc., Sub-127.38; Overdrive Inc., Bk-AV-281.88; Petty Cash, Su-Reim-302.30; Raymond's Electric, Se-3,339.55; Reditech, Se-200.00; Ricoh USA, Su-23.62; Rueter's, Su-1,683.94; Sack Lumber Co., Su-365.94; Sandry Fire Supply, Su-Se-2,870.25; The Penworthy Co., Bk-AV-470.08; USPS, Su-116.00; 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; FSA-Flexible Spending Account; Ins-Insurance; Inspect-Inspection; Int-Interest; Lic-License; Maint-Maintenance; Mem-Membership; Pen-Pension; Per-Periodical; Re-Repairs; Ref-Reference Materials; Reg-Registration; Reim-Reimbursement; Se-Service; Su-Supplies, Materials & Parts; Sub-Subscription; TIF-Tax Increment Financing; Ut-Utilities; Wh-Withholding.

Council Member Billings moved to approve the claims presented which have not been previously approved by motion or resolution and ratify the ordinary and necessary expenses allowed in accordance with Resolution No. 7-11 that was approved February 28, 2011. The motion was seconded by Council Member Tom Clark. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Tom Clark, Erickson, Janssen, Jeanneret, Billings, and Shawn Clark. The following voted "NAY": No one. Motion: Carried.

It was noted that with regards to Agenda Item F – Public Hearings, there are no public hearings to be held.

The following Proposed Ordinances were presented for consideration:

Ordinance No. 6-22: consideration of proposed amendment to City of Auburn, NE, Code of Ordinances to include City Ord. No. 14-12, "Historic Preservation Commission/Board" passed and approved on Oct. 8, 2012, and City Ord. No. 10-14, passed and approved on November 10, 2014, "The Auburn Historic District" under Chapter 152: "Zoning – Schedule of District Regulations § 152.040" to harmonize City Code Sections with said Ordinance.

Ordinance No. 8-22: consideration of proposed amendment to City of Auburn, NE, Code of Ordinances to amend and include City Ordinance No. 5-15, passed and approved on February 9, 2015, to Title XI: Business Regulations, Ch. 12 Sales & Advertising; and to harmonize the provisions with State statutory age requirements.

Ordinance No. 9-22: consideration of repeal of Ord. No. 6-15 to harmonize & follow Neb. Rev. Stat. § 28-1418, which covers use of tobacco, etc. under 21 years of age.

Ordinance No. 10-22: consideration of amending Auburn City Code of Ordinances to include City Ord. No. 12-15, passed and approved on December 14, 2015, as City Code of Ordinance § 31.055.

Ordinance No. 11-22: consideration of proposed amendment to Auburn City Code Section 92.01, "City Property – Maintenance & Control," to include provisions within City Ord. No. 8-15, to harmonize City Code Sections and State Statute.

Ordinance No. 12-22: consideration of proposed amendment to Auburn City Code Section 93.02, "Cleaning & Maintenance," to include provisions within City Ord. No. 19-15, to harmonize City Code Sections.

The Mayor announced that the proposed Ordinances were in order. Council Member Erickson moved that the 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": Erickson, Janssen, Jeanneret, Billings, Shawn Clark, and Tom Clark. The following voted "NAY": No one. Motion: Carried. Council Member Erickson introduced the proposed ordinances and moved that the statutory rule requiring reading on three different days be suspended. Council Member Tom Clark 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, Billings, Shawn Clark, Tom Clark, and Erickson. 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 ordinances. Council Member Erickson read Ordinance No. 6-22, Ordinance No. 8-22, Ordinance No. 9-22, Ordinance No. 10-22, Ordinance No. 11-22, and Ordinance No. 12-22 and then moved for final passage of the ordinances, 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": Jeanneret, Billings, Shawn Clark, Tom Clark, Erickson, and Janssen. The following voted "NAY": No one. Motion: Carried.

Proposed Ordinance No. 13-22: consideration of proposed amendment to Ordinance No. 10-21, Fixing Compensation of Officers & Employees of the City of Auburn, passed and approved on September 13, 2021, was presented for consideration. The Mayor announced that the proposed Ordinance was in order. Council Member Erickson 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": Billings, Shawn Clark, Tom Clark, Erickson, Janssen, and Jeanneret. The following voted "NAY": No one. Motion: Carried. Council Member Billings introduced the proposed ordinance and moved that the statutory rule requiring reading on three different days be suspended. Council Member Erickson seconded the motion to suspend the rules. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Shawn Clark, Tom Clark, Erickson, Janssen, Jeanneret, and Billings. 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 Billings read Ordinance No. 13-22 and moved for final passage of the ordinance, which motion was seconded by Council Member Erickson. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Tom Clark, Erickson, Janssen, Jeanneret, Billings, and Shawn Clark. The following voted "NAY": No one. Motion: Carried.

It was noted that with regards to Agenda Item H – Resolutions, there are none for this meeting.

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 April 2022 was also reported.

It was noted that with regards to Agenda Item J – Motions, Requests and Referrals, there are none for this meeting.

There being no further business to come before the Mayor and Council, Council Member Erickson moved for adjournment. The motion was seconded by Council Member Jeanneret. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Erickson,

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Janssen, Jeanneret, Billings, Shawn Clark, and Tom Clark. The following voted "NAY": No one.
Motion: Carried.

Mayor White declared the meeting adjourned.

Sherry Heskett
City Clerk

Dan White
Mayor

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

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 May 9, 2022, at 7:00 o'clock P.M., in Regular Meeting, open to the general public. Advance notice of said Regular Meeting, the designated method of giving notice including the agenda for said meeting, or the availability thereof having been posted at the west door of the City Hall, at the east door of the Nemaha County Courthouse, and in the Auburn State Bank, and having been transmitted to all members of the City Council, all done on or before May 6, 2022. Mayor Dan White presided over the meeting and the City Clerk recorded the proceedings.

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Council Member Billings moved to approve the claims presented which have not been previously approved by motion or resolution and ratify the ordinary and necessary expenses allowed in accordance with Resolution No. 7-11 that was approved February 28, 2011. The motion was seconded by Council Member Tom Clark. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Tom Clark, Erickson, Janssen, Jeanneret, Billings, and Shawn Clark. The following voted "NAY": No one. Motion: Carried.

It was noted that with regards to Agenda Item F – Public Hearings, there are no public hearings to be held.

The following Proposed Ordinances were presented for consideration:

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Ordinance No. 10-22: consideration of amending Auburn City Code of Ordinances to include City Ord. No. 12-15, passed and approved on December 14, 2015, as City Code of Ordinance § 31.055.

Ordinance No. 11-22: consideration of proposed amendment to Auburn City Code Section 92.01, "City Property – Maintenance & Control," to include provisions within City Ord. No. 8-15, to harmonize City Code Sections and State Statute.

Ordinance No. 12-22: consideration of proposed amendment to Auburn City Code Section 93.02, "Cleaning & Maintenance," to include provisions within City Ord. No. 19-15, to harmonize City Code Sections.

The Mayor announced that the proposed Ordinances were in order. Council Member Erickson moved that the 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": Erickson, Janssen, Jeanneret, Billings, Shawn Clark, and Tom Clark. The following voted "NAY": No one. Motion: Carried. Council Member Erickson introduced the proposed ordinances and moved that the statutory rule requiring reading on three different days be suspended. Council Member Tom Clark 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, Billings, Shawn Clark, Tom Clark, and Erickson. 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 ordinances. Council Member Erickson read Ordinance No. 6-22, Ordinance No. 8-22, Ordinance No. 9-22, Ordinance No. 10-22, Ordinance No. 11-22, and Ordinance No. 12-22 and then moved for final passage of the ordinances, 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": Jeanneret, Billings, Shawn Clark, Tom Clark, Erickson, and Janssen. The following voted "NAY": No one. Motion: Carried.

Proposed Ordinance No. 13-22: consideration of proposed amendment to Ordinance No. 10-21, Fixing Compensation of Officers & Employees of the City of Auburn, passed and approved on September 13, 2021, was presented for consideration. The Mayor announced that the proposed Ordinance was in order. Council Member Erickson 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": Billings, Shawn Clark, Tom Clark, Erickson, Janssen, and Jeanneret. The following voted "NAY": No one. Motion: Carried. Council Member Billings introduced the proposed ordinance and moved that the statutory rule requiring reading on three different days be suspended. Council Member Erickson seconded the motion to suspend the rules. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Shawn Clark, Tom Clark, Erickson, Janssen, Jeanneret, and Billings. 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 Billings read Ordinance No. 13-22 and moved for final passage of the ordinance, which motion was seconded by Council Member Erickson. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Tom Clark, Erickson, Janssen, Jeanneret, Billings, and Shawn Clark. The following voted "NAY": No one. Motion: Carried.

It was noted that with regards to Agenda Item H – Resolutions, there are none for this meeting.

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 April 2022 was also reported.

It was noted that with regards to Agenda Item J – Motions, Requests and Referrals, there are none for this meeting.

There being no further business to come before the Mayor and Council, Council Member Erickson moved for adjournment. The motion was seconded by Council Member Jeanneret. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Erickson,

Janssen, Jeanneret, Billings, Shawn Clark, and Tom Clark. The following voted "NAY": No one.
Motion: Carried.

Mayor White declared the meeting adjourned.

Dan White, Mayor

ATTEST:

Sherry Heskett, City Clerk

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

I, the undersigned City Clerk for the City of Auburn, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on May 9, 2022; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting and kept continually current and readily available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of the meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act is posted on the North wall of the City Council Chambers by the entrance door.

Sherry Heskett, City Clerk

TREASURER'S REPORT
CALENDAR 5/2022, FISCAL 8/2021

AGENDA ITEM
NO

D - 2

ACCOUNT TITLE	LAST REPORT ON HAND	RECEIVED	DISBURSED	BALANCE
GENERAL CHECKING	1,867,571.02	310,114.22	151,666.62	2,026,018.62
AM RESCUE ACT FUND CHECKING	294,153.63			294,153.63
STREET CHECKING	613,227.30	42,401.65	32,112.28	623,516.67
STREET BOND/WARRANT CHECKING	20,238.48			20,238.48
	-----	-----	-----	-----
TOTAL CHECKING:	2,795,190.43	352,515.87	183,778.90	2,963,927.40
TOTAL FIRE DEPT SINKING	100,279.62	.00	.00	100,279.62
TOTAL KENO RESERVE MMA:	34,198.72	1,764.06	548.51	35,414.27
TOTOL KENO CHECKING	26,851.14	577.61	.00	27,428.75
TOTAL CDBG CHECKING	7,060.95	.00	.00	7,060.95
TOTAL CDBG DTR REUSE	98,452.39	1,076.29	.00	99,528.68
TOTAL CDBG HD SAVINGS:	6,071.34	283.46	.00	6,354.80
TOTAL CRA CHECKING	793,606.47	68,214.98	1,824.00	859,997.45
TOTAL CITY REC CHECKING	44,976.12	.00	.00	44,976.12
GENERAL CD	101,002.25			101,002.25
	-----	-----	-----	-----
TOTAL C.D.'S:	101,002.25	.00	.00	101,002.25
	=====	=====	=====	=====
TOTAL CASH ON HAND:	4,007,689.43	424,432.27	186,151.41	4,245,970.29
	=====	=====	=====	=====

APPLICATION FOR MEMBERSHIP
Auburn Volunteer Fire Department

AGENDA ITEM
NO

D-4

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

Name Tim J. Hager Occupation Lawn care and Snow Removal
Address 1221 17th St Auburn, NE 68305 Business Address 1221 17th St Auburn, NE 68305
Home Phone _____ Cell Phone (402) 414-0532 Work Phone ...
Birth Date _____ Married _____ Single No. Dependents _____
Drivers License # _____ Formal Education High school Diploma
E-Mail address _____

Fire Fighter or EMT certifications None

Physical Ailments or Disabilities None

Have you ever been convicted of a felony? YES NO

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

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

Employer Self Employed

How long have you been with your present employer? 1 Year How long with previous employer? 6 months

Present working hours 8 am - 8 pm able to leave work for calls and meetings

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

[Signature]
Signature

Tim Hager
Print Name

Date 3/26/22

[Signature]
Signature

Derek Bohling
Print Name

Date 4-5-22

[Signature]
Signature

Matt Wray
Print Name

Date 4-5-22

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

Applicant's Signature [Signature]

Date 3/26/22



April 13, 2022
Sherry Heskett
City of Auburn
1101 J Street
Auburn, NE 68305

RE: Drawdown #21 Hsg. Mgt. & Admin Final Expenses for 18-HO-36067

Dear Sherry,

Enclosed are Drawdown #21 Hsg. Mgt. & Admin final expenses for the Owner Occupied Housing Rehab program. After you have reviewed this material, Dan White, Mayor and Sherry Heskett, City Clerk can sign the DD# 21 forms as noted and mail the original DD forms to SEND D. Please place a copy of this documentation in your grant folder file #4 – Financial Management.

After submittal of the Drawdown for Project #18-HO-36067, in 10 to 15 days, when the automatic transfer is received from NDED and deposited in a non-interest bearing/City CDBG account and following City Council action on such bills, please write the following check(s):

Drawdown #21 Hsg. Mgt. & Admin final expenses. The following CDBG Activity Code 0181, 0580, 0580a & 0530 bills have not yet been paid. Please mail copies of all checks to the Lincoln SEND D Office.			
	Total:	CDBG:	Program Income:
SEND D Invoice #'s: 17-19 Acct # 10-291	\$2,612.48	\$2,612.48	\$0.00
SEND D Invoice #'s: 22 Acct # 10-292	\$2,742.48	\$2,742.48	\$0.00
SEND D Invoice #'s: Acct # 10-293	\$0.00	\$0.00	\$0.00
Totals:	\$5,354.96	\$5,354.96	\$0.00

LINCOLN OFFICE
7407 O Street
Lincoln, NE 68510
Office: 402-475-2560

www.sendd.org



SEND D is an Equal Opportunity Provider and Employer



According to the above figures, the City of Auburn should make the following payments:

\$2,612.48 - Total to SEND D (from CDBG Activity Code 0181)

\$2,742.48 - Total to SEND D (from CDBG Activity Code 0580) Drawdown #20

\$0.00 - Total to SEND D (from CDBG Activity Code 0580a) Drawdown #20

**** Please include a copy of this letter and a copy of the contractor checks with your payment****

Please feel free to give me a call at (402) 475-2560 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "James Warrelmann", written over a horizontal line.

James Warrelmann
Housing / Construction Manager

LINCOLN OFFICE
7407 O Street
Lincoln, NE 68510
Office: 402-475-2560

www.sendd.org



SEND D is an Equal Opportunity Provider and Employer



**Request for Funds (Drawdown/Payment Request)
Community Development Block Grant Program
Nebraska Department of Economic Development**

Name of Subrecipient (Local Unit of Government) City of Auburn		Mailing Address 1101 J Street		City Auburn	State NE	ZIP 68305
CDBG Agreement Number 18-HO-36067	Federal Identification Number 47-6006083	DUNS Number 080199193	UEI Number PB26EDL16EE4	SAM Expiration Date 10/08/2022	Number sequence order of funds 21	Final Drawdown Final
			DED Program Representative Amy Kienzler			

Part I – STATUS OF FUNDS

1. CDBG Funds Received to Date						\$475,491.12
2. Add: Program Income Received to Date (exclude RLF)						\$66,409.72
3. Subtotal						\$541,900.84
4. Less: Federal Funds Disbursed To Date (Must Agree To Total Of Part II, Line 3)						\$541,900.84
5. Total: Federal Funds On Hand (Must Agree To Part II, Line 6)						

Part II – CASH REQUIREMENTS (Identify all activities listed in the CDBG Agreement, even if funds are not being requested.)

Activity/Budget Category	0181	0580	0580a	0530	TOTAL
1. Total Cash Requirements To Date					
2. Less: Local Funds Disbursed (includes RLF) (exclude Program Income)	\$24,938.25	\$47,198.09	\$24,806.96	\$450,312.50	\$547,255.80
3. Less: Federal Funds Disbursed (include Program Income) Total Must Agree To Part I, Line 4 (exclude RLF)	\$22,325.77	\$44,455.61	\$24,806.96	\$450,312.50	\$541,900.84
4. Total Current Cash Requirements	\$2,612.48	\$2,742.48			\$5,354.96
5. Less: Unpaid Previous Request.					
6. Less: Federal Funds On Hand (Must Agree To Part I, Line 5)					
7. Net Amount of Federal Funds Requested					\$5,354.96

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3807-3812). I also certify that the amount of the request for federal funds is not in excess of current needs.

Signature of Authorized Official (Mayor/Board Chairman)	Typed Name of Authorized Official Dan White, Mayor	Date
Signature of Authorized Official (Clerk/Treasurer)	Typed Name of Authorized Official Sherry Heskett, City Clerk	Date
Person Preparing Request for CDBG Funds Form Name: James Warrelmann	Organization: SENDD	Telephone Number: 402-475-2560
		Email: jwarrelmann@sensdd.org

***PLEASE REFER TO INSTRUCTIONS FOR ADDITIONAL GUIDANCE. INCOMPLETE OR INCORRECT FORMS WILL NOT BE PROCESSED.**

***To update calculations, either tab two (2) fields or click on a different field with your mouse.

APPLICATION FOR SPECIAL DESIGNATED LICENSE

AGENDA ITEM NO

D-6

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/
Email Applications: michelle.porter@nebraska.gov

DO YOU NEED POSTERS? YES NO

NON PROFIT APPLICANTS

(Check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

LIQUOR LICENSE HOLDERS

Liquor license number and class (i.e. C-055441)

I- 003593

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer Wine Distilled Spirits

2. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: Auburn Country Club

ADDRESS: 72722 US Highway 75

CITY Auburn Ne

ZIP 68305

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Nemaha County 4-H Outdoor Pavillion

ADDRESS: 9th street Nemaha County Fair G CITY Auburn

ZIP 68305 COUNTY and COUNTY # Nemaha #44

a. Is this location within the city/village limits? YES NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES NO

c. Is this location within 300' of any university or college campus? YES NO

4. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application) If dates are non-consecutive, please complete a separate application.

Date <u>07-30-22</u>	Date <u>7-31-22</u>	Date	Date	Date	Date
Hours From <u>1.00pm</u>	Hours From <u>12.00am</u>	Hours From	Hours From	Hours From	Hours From
To <u>11.59pm</u>	To <u>01.00am</u>	To	To	To	To

- a. Alternate date: 11/d
- b. Alternate location: 11/d
(Alternate date or location must be specified in local approval)

5. Indicate type of activity to be carried on during event:

Dance Reception Fund Raiser Beer Garden Tasting

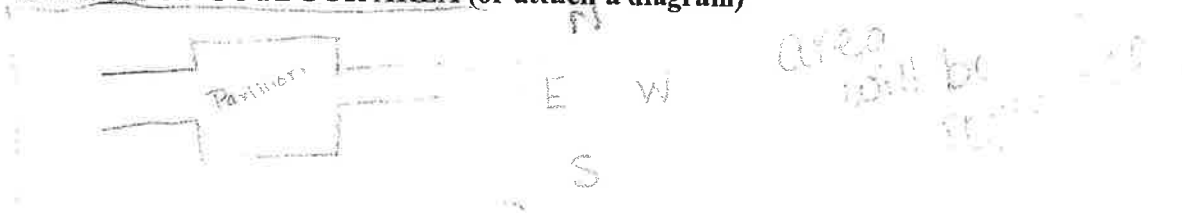
Other _____

6. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** _____ x _____
 (not square feet or acres)

*Outdoor area dimensions of area to be covered **IN FEET** _____ x _____

***SKETCH OF OUTDOOR AREA (or attach a diagram)**



If outdoor area, how will premises be enclosed?

- Fence; snow fence chain link cattle panel
- other rope parameters
- Tent

7. How many attendees do you expect at event? 300

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

ID CHECKED WITH ATTENDANTS FOR DRINKING AGE PERSONS

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES NO

a. Are there separate toilets for both men and women? YES NO

10. Where will you be purchasing your alcohol? Please mark all that apply.

Wholesaler Retailer Own Product BYO
(wineries/breweries)

Other information:
we will bring inventory from our distribution

11. Will there be any games of chance operating during the event? YES NO

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: _____

13. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Pamette Grable

Signature of Event Supervisor _____

Event Supervisor phone: Before 402-274-7787 During 402-274-7787
Email address _____

Consent of Authorized Representative/Applicant

14. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here Pamette Grable Manager 06-04-202
Authorized Representative/Applicant Title Date

Pamette Grable
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

This page is required to be completed by Non-Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Auburn Country Club

NAME OF CORPORATION

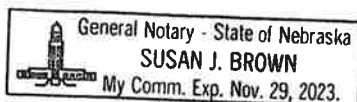
FEDERAL ID NUMBER

[Signature] - President
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 6th DAY OF

June, 2022.



[Signature]
NOTARY PUBLIC SIGNATURE & SEAL



ADDENDUM: CONTRACT EXTENSION

The undersigned below hereby extend the digital services retainer dated June 15, 2020 for an additional 12 months (1 calendar year). The annual commitment is \$9,000.

Supplement A, per the contract, is copied on the following page for your review of services and payment terms.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Addendum as of the date first written above.

BCOM SOLUTIONS, LLC:

Signed: _____

Date: _____

Brent Comstock, Founder and CEO

COMPANY:

Signed: _____

Date: _____

By: _____

Title: _____

AGENDA ITEM NO. E - 1

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

Sherry Heskett

CLAIMS REPORT
 Check Range: 5/06/2022- 5/31/2022

**AGENDA ITEM
 NO**

E-1

VENDOR NAME	REFERENCE	VENDOR TOTAL
GENERAL FUND		
AFLAC	AFLAC WH	73.80
BCom Solutions, LLC	WEBSITE HOSTING/DIGITAL MARKET	980.00
BLUE CROSS-BLUE SHIELD	HEALTH INSURANCE	5,413.95
AUBURN BPW	REIMBURSEMENT	201.92
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	41.50
PATSY BOHLING	LOCAL HOUSING REHAB PROGRAM	4,350.00
AUBURN REGION V SERVICES	CLEANING SERVICES	125.00
CHARTER COMMUNICATIONS	PHONE ACCT	345.57
US CELLULAR	CELL PHONE	97.93
WINDSTREAM NEBRASKA INC	PHONE ACCT	16.22
	TOTAL	11,645.89
FIRE DEPARTMENT		
BLACK HILLS ENERGY	GAS BILL ACCT	257.06
AUBURN REGION V SERVICES	CLEANING SERVICE	50.00
CHARTER COMMUNICATIONS	PHONE ACCT	114.61
	FIRE DEPARTMENT TOTAL	421.67
PARK DEPARTMENT		
AUBURN REGION V SERVICES	CLEANING SERVICE	190.00
	PARK DEPARTMENT TOTAL	190.00
SR. CENTER DEPARTMENT		
BLACK HILLS ENERGY	GAS BILL ACCT	69.85
AUBURN REGION V SERVICES	CLEANING SERVICES	200.00
	SR. CENTER DEPARTMENT TOTAL	269.85
LIBRARY DEPARTMENT		
BLUE CROSS-BLUE SHIELD	HEALTH INSURANCE	1,105.79
AUBURN BPW	REIMBURSEMENT	7.33
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	12.00
	LIBRARY DEPARTMENT TOTAL	1,125.12
POOL DEPARTMENT		
BLACK HILLS ENERGY	GAS BILL ACCT	35.02
NE DEPT. OF REVENUE	SALES AND USE TAX	17.82
CHARTER COMMUNICATIONS	PHONE ACCT	137.97
	POOL DEPARTMENT TOTAL	190.81
	GENERAL FUND TOTAL	13,843.34
STREET FUND		
BLACK HILLS ENERGY	GAS BILL ACCT	65.98
BLUE CROSS-BLUE SHIELD	HEALTH INSURANCE	2,696.30

CLAIMS REPORT
 Check Range: 5/06/2022- 5/31/2022

VENDOR NAME	REFERENCE	VENDOR TOTAL
AUBURN BPW	REIMBURSEMENT	95.68
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	36.00
CHARTER COMMUNICATIONS	PHONE ACCT	32.18
US CELLULAR	CELL PHONE ACCT	32.64
	ADMIN TOTAL	2,958.78
	STREET FUND TOTAL	2,958.78
COMM REDEVELOP AUTHORITY		
BAIRD HOLM LLP	LEGAL SERVICES	1,824.00
	TOTAL	1,824.00
	COMM REDEVELOP AUTHORITY TOTAL	1,824.00
	Accounts Payable Total	18,626.12

CLAIMS REPORT
 Check Range: 6/01/2022- 6/07/2022

**AGENDA ITEM
 NO**

E - 1

VENDOR NAME	REFERENCE	VENDOR TOTAL
GENERAL FUND		
AFLAC	AFLAC WH	73.80
AMERICAN RECYCLING SANITATION	RECYCLE LOT MONTHLY	335.00
AUBURN BPW	REIMBURSEMENT	4,151.13
CAPITAL BUSINESS SYSTEMS INC	COPIER LEASE/SUPPLIES	283.76
FIRST NATIONAL BANK OMAHA	CARD TRANSACTION	1,881.69
CHARTER COMMUNICATIONS	PHONE ACCT	25.62
US CELLULAR	CELL PHONE ACCT	97.93
	TOTAL	6,848.93
POLICE DEPARTMENT		
NEMAHA COUNTY	LAW/CODE ENFORCEMENT	31,500.00
	POLICE DEPARTMENT TOTAL	31,500.00
FIRE DEPARTMENT		
AUBURN BPW	ELEC	301.73
WEX BANK	FUEL EXPENSE	44.85
	FIRE DEPARTMENT TOTAL	346.58
PARK DEPARTMENT		
AUBURN BPW	ELEC	3,495.90
FIRST NATIONAL BANK OMAHA	CARD TRANSACTION	95.47
WEX BANK	FUEL EXPENSE	565.73
	PARK DEPARTMENT TOTAL	4,157.10
SR. CENTER DEPARTMENT		
AUBURN BPW	ELEC	535.51
	SR. CENTER DEPARTMENT TOTAL	535.51
LIBRARY DEPARTMENT		
AMERICAN RECYCLING SANITATION	GARBAGE SERVICE/RECYCLING	46.00
AUBURN BPW	ELEC	643.26
LINDA BANTZ	CUSTODIAL SERVICES	400.00
WINDSTREAM NEBRASKA INC	PHONE ACCT	249.86
	LIBRARY DEPARTMENT TOTAL	1,339.12
POOL DEPARTMENT		
AUBURN BPW	IRRIGATION-WA	2,559.37
FIRST NATIONAL BANK OMAHA	CARD TRANSACTION	3,615.47
	POOL DEPARTMENT TOTAL	6,174.84
	GENERAL FUND TOTAL	50,902.08

CLAIMS REPORT
Check Range: 6/01/2022- 6/07/2022

VENDOR NAME	REFERENCE	VENDOR TOTAL
STREET FUND ADMIN		
AUBURN BPW	ELEC	522.30
FIRST NATIONAL BANK OMAHA	CARD TRANSACTION	19.47
MARK HARMS	LAND USE	500.00
US CELLULAR	CELL PHONE ACCT	32.64
WEX BANK	FUEL EXPENSE	1,621.48
	TOTAL	----- 2,695.89
	STREET FUND TOTAL	----- 2,695.89
	Accounts Payable Total	=====
		53,597.97

CLAIMS REPORT
 Check Range: 6/08/2022- 6/09/2022

**AGENDA ITEM
NO**

E-1

VENDOR NAME	REFERENCE	VENDOR TOTAL
GENERAL FUND		
AIRSTREAM HEATING AND COOLING	WATER SOFTENER	1,595.90
AUBURN NEWSPAPERS	PUBLISHING	294.02
CRYSTAL DUNEKACKE	REIMBURSEMENT TRAVEL	475.45
EAKES OFFICE SOLUTIONS	SUPPLIES	977.34
JEO CONSULTING GROUP INC.	PROFESSIONAL SERVICES	1,825.00
LYNCH'S HARDWARE & GIFTS	SUPPLIES	27.96
MARTIN'S FLAG COMPANY LLC	FLAGS	200.51
MEYER LABORATORY INC	SUPPLIES	39.95
MICROFILM IMAGING SYSTEMS INC	EQUIPMENT RENT	138.00
MR. LANDSCAPE NURSERY & GARDEN	TREES	4,470.00
NEMAHA COUNTY SHERIFF	SERVE NOTICES	18.50
PETTY CASH	PETTY CASH	94.10
USPS	STAMPS	116.00
	ADMIN TOTAL	10,272.73
FIRE DEPARTMENT		
BOARDERS INN & SUITES	LODGING FIRE SCHOOL	1,309.00
BULLDOG AUTO SUPPLY INC	PARTS/SUPPLIES	715.30
SANDRY FIRE SUPPLY	SCBA EQUIPMENT	16,662.00
	FIRE DEPARTMENT TOTAL	18,686.30
PARK DEPARTMENT		
AKRS	PARTS	50.00
AUBURN AUTO CENTER	PARTS/LABOR	561.46
BULLDOG AUTO SUPPLY INC	PARTS/SUPPLIES	7.78
DARNELL GLASS CO.	DOOR CLOSERS	477.50
LYNCH'S HARDWARE & GIFTS	SUPPLIES	23.74
MEYER LABORATORY INC	SUPPLIES	34.95
PETTY CASH	PETTY CASH	11.98
PIETERS CONSTRUCITON INC	CONCRETE TRAIL	1,600.00
RAYMOND'S ELECTRIC	PART/LABOR	757.50
SACK LUMBER COMPANY	SUPPLIES/MATERIALS	1.32
YOLANDA KERR	FLOWER GARDENING SERVICE	500.00
	PARK DEPARTMENT TOTAL	4,026.23
SR. CENTER DEPARTMENT		
AIRSTREAM HEATING AND COOLING	PARTS/LABOR INSTALL COMPRESS	1,220.75
	SR. CENTER DEPARTMENT TOTAL	1,220.75
LIBRARY DEPARTMENT		
AIRSTREAM HEATING AND COOLING	FILTERS	454.86
AMAZON	BKS/AVS	341.33
AUBURN MEM. LIBRARY PETTY CASH	POSTAGE/ILL	86.60
AUBURN NEWSPAPERS	PUBLISHING	125.00
BAKER & TAYLOR	BKS/AVS	550.87
CENGAGE LEARNING INC/GALE	BKS/AVS	32.29
LINCOLN JOURNAL STAR	SUBSCRIPTION	741.00
OCLC INC	ILL/SUBSCRIPTION	63.68

VENDOR NAME	REFERENCE	VENDOR TOTAL
RICOH USA, INC	EQUIPMENT COPIES	27.15
	LIBRARY DEPARTMENT TOTAL	----- 2,422.78
POOL DEPARTMENT		
ADDISON GYHRA	REIM TRAINING	85.00
AQUA-CHEM, INC	CHEMICALS	2,764.05
AUBURN NEWSPAPERS	PUBLISHING	52.50
BENNETTS FIRE PROTECTION	INSPECTIONS	19.50
CHESTERMAN COMPANY	CONCESSION SUPPLIES	1,273.28
EGGERS BROTHERS INC	PARTS/SUPPLIES/	7.96
ELECTRIC PUMP	PUMP	1,125.75
GLENN'S CORNER MARKET	CONCESSION SUPPLIES	14.60
KYRA BECKER	TRAINING	40.00
LYNCH'S HARDWARE & GIFTS	SUPPLIES	336.63
MEADOW RIGHTSSELL	TRAINING	40.00
NE DEPT. OF REVENUE	SALES AND USE TAX	1,001.77
PETTY CASH	PETTY CASH	284.25
PIETERS CONSTRUCITON INC	CONCRETE WORK	1,915.00
RAYMOND'S ELECTRIC	PARTS/LABOR	134.25
RYLAN BOELLSTORFF	TRAINING	45.00
SACK LUMBER COMPANY	SUPPLIES/MATERIALS	83.81
SHALEE GYHRA	TRAINING	85.00
	POOL DEPARTMENT TOTAL	----- 9,308.35
	GENERAL FUND TOTAL	----- 45,937.14
STREET FUND		
ALLAN DAUGHERTY	LABOR	180.00
AUBURN AUTO CENTER	PARTS/LABOR	446.58
AUBURN NEWSPAPERS	PUBLISHING	90.00
BULLDOG AUTO SUPPLY INC	PARTS/SUPPLIES	189.09
EGGERS BROTHERS INC	PARTS/SUPPLIES/LABOR	1,242.98
LYNCH'S HARDWARE & GIFTS	SUPPLIES	24.97
PETTY CASH	PETTY CASH	10.99
TOPKOTE	CHIP SEAL COATING	87,367.50
	TOTAL	----- 89,552.11
	STREET FUND TOTAL	----- 89,552.11
	Accounts Payable Total	=====
		135,489.25

**RESOLUTION NO. 04-22
Of
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA**

A RESOLUTION TO PUT TO QUESTION ON THE TUESDAY, NOVEMBER 8, 2022, GENERAL ELECTION BALLOT THE NOMINATION AND ELECTION OF MEMBERS TO THE CITY COUNCIL "AT LARGE".

WHEREAS, the City of Auburn, NE ("City") is governed by a six (6) member City Council ("Council").

WHEREAS, there is a request for the Council to consider changing its current election of Council Members from "by Ward" to an election of members of the City Council "at Large".

WHEREAS, it is the intent and hope of the Council that an "at Large" election will allow for more willing Council member candidates, due to the availability of a larger candidate pool;

WHEREAS, an "at Large" election may allow for more impartiality within the City, as Council members will address problems affecting the community as a whole, as opposed to individual wards;

WHEREAS, an "at Large" election may better serve the Community of Auburn, NE, due to the relatively limited size and population of the City.

WHEREAS, the transition to "at Large" elections of City Council Members will not affect the terms of any current Council Member.

NOW THEREFORE, the City Council of the City of Auburn, NE, hereby resolves, determines, and finds as follows:

Section 1. The foregoing recitals are true and accurate.

Section 2. This Resolution indicates the Council's intention to have the questions put before the public at general election on Tuesday, November 8, 2022. Question: *"Should the City Council of the City of Auburn, NE, be elected "at Large" a designation of City Council Members from the entire City, being elected to the City Council to represent the entire City as opposed to separate "Wards"? YES _____ or NO _____."*

The foregoing Resolution was passed and adopted at the public meeting of the Auburn, NE, City Council on the 13th day of June 2022, 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: _____
Chris Erickson (Ward 3)	Aye: _____	Nay: _____	Absent: _____	Abstain: _____
Jeff Jeanneret (Ward 3)	Aye: _____	Nay: _____	Absent: _____	Abstain: _____

R. Daniel White, 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

H-3

Nemaha County Ag Society

Fair Board
PO BOX 388
Auburn NE 68305

Date: June 6, 2022

City of Auburn

The Nemaha County Ag Society/Fair Board, will host the Nemaha County Fair, August 14th through the 17th 2021; the parade will be one night, Monday the 15th with Tuesday the 16th as a rain date. We would like to be able to access Courthouse Square and Courthouse Avenue, K Street from 15th street to 9th Street and Hwy 136 from L Street to J Street. The timeframe we are asking for is approximately from 5:45pm to 7:15pm. Any questions please contact the parade chairman Theresa Shelton at 402-274-8520.

Thanks for you consideration,

Theresa Shelton
Parade Chairman

RESOLUTION NO. 6-22
Of
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION ACKNOWLEDGING THAT THE CITY ACCEPTS THE DUTIES SET OUT IN NEB. REV. STAT. §39-1359(2), FOR THE TEMPORARY USE OF THE STATE HIGHWAY, US HWY 136, BY THE CITY FOR THE HOLDING OF A SPECIAL EVENT DESIGNATED BY THE CITY.

WHEREAS, The City of Auburn is requesting temporary use of US HWY 136 west from US Highway 75 to L Street for a parade on Monday, August 15, 2022 (with a rain-date of Tuesday, August 16, 2022), from 5:45 p.m. until 7:15 p.m., in conjunction with the Nemaha County Fair.

WHEREAS, Pursuant to Nebraska Law, the Auburn City Council must formally acknowledge acceptance of the duties set out in NEB. REV. STAT. §39-1359(2) for a special event permit with the Nebraska Department of Transportation (NDOT).

WHEREAS, The Auburn City Council is aware of the duties and obligations set upon the City in Neb. Rev. Stat. §39-1359(2) and formally accepts the same herein;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Auburn, Nebraska, that the City shall have the legal duty to protect highway property from any damage that may occur arising out of the parade scheduled for Monday, August 15, 2022 (with a rain-date of Tuesday, August 16, 2022); and the State of Nebraska shall not have any such duty during the time the City of Auburn is in control of the Highways as specified in the notice provided pursuant to NEB. REV. STAT. §39-1359(3);

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Auburn, Nebraska, that upon a claim being made against the State of Nebraska, the City shall indemnify, defend, and hold harmless the State of Nebraska from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, which may arise as a result of the City's special event permit with the NDOT for August 15, 2022 (with a rain-date of August 16, 2022).

PASSED AND APPROVED, this 13th day of June, 2022.

R. Daniel White, Mayor of the
City of Auburn, Nebraska

ATTEST:

Sherry Heskett, Municipal Clerk
of the City of Auburn, Nebraska

RESOLUTIONS

To Authorize Membership in the League Insurance Government Health Team (LIGHT)

WHEREAS, the Municipality desires to enter into the League Insurance Government Health Team Interlocal Agreement (the "Interlocal Agreement") attached hereto.

RESOLVED, that the Municipality approves and enters into the Interlocal Agreement and authorizes the Clerk of the Municipality to execute the Interlocal Agreement.

RESOLVED FURTHER, that the Municipality approves the attached League Insurance Government Health Team Membership Agreement (the "Membership Agreement") and authorizes the Clerk of the Municipality to execute the Membership Agreement.

RESOLVED FURTHER, that the Municipality authorizes and directs the Clerk of the Municipality to execute such documents and take such action as may be necessary and appropriate to effectuate the Municipality's membership in LIGHT and to obtain coverage for Municipal employees through the LIGHT Member Health Plan.

Passed and approved this ____ day of _____, 20____.

Signature: _____

Title: _____

Name of Municipality: _____

Date: _____

**LEAGUE INSURANCE GOVERNMENT HEALTH TEAM
INTERLOCAL AGREEMENT**

This Interlocal Agreement (the "Agreement") is made and entered into by and among the undersigned municipalities of the State of Nebraska (each a "Member") for formation of, and participation in, the League Insurance Government Health Team ("LIGHT") and the LIGHT Member Health Plan (the "Plan"). Membership in the League Insurance Government Health Team shall make health insurance coverage available for the Members' eligible employees and dependents who participate in the Plan. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq., ("ICA") permits two or more public agencies to make and execute an agreement providing for joint and cooperative actions;

WHEREAS, if applicable, the Intergovernmental Risk Management Act, Neb. Rev. Stat. §§ 44-4301 et seq. ("IRMA") permits two or more public agencies to make and execute an agreement providing joint and cooperative action to form, become members of, and operate a risk management pool for the purpose of providing to members risk management services and insurance coverages in the form of group self-insurance or standard insurance, including any combination of group self-insurance and standard insurance, to provide health, dental, accident, and life insurance member's employees and officers;

WHEREAS, the Members have determined the need to join together to provide for group health insurance for the Members' employees and their dependents;

WHEREAS, the Members have determined it is in the best interests of the Members' employees to establish a group health plan in order to provide affordable health insurance to Members' employees and their dependents; and

WHEREAS, the Members desire to make and to execute an agreement providing for joint and cooperative action for the purpose of providing health insurance coverage for Members' employees and their dependents.

NOW THEREFORE, in consideration of the foregoing and the respective mutual promises contained herein, the undersigned parties agree as follows:

1. Definitions.

1.1. "**Administrator**" shall mean an individual, partnership, corporation, or unincorporated association engaged by the League Insurance Government Health Team for the purposes of carrying out the policies established by the League Insurance Government Health Team Board and to provide day-to-day management of the League Insurance Government Health Team. The League of Nebraska Municipalities shall be the Administrator of the Plan.

1.2. "**Board**" shall mean the Board of Directors of the League Insurance Government Health Team.

1.3. "**Bylaws**" shall mean the bylaws established and approved under this agreement governing the operation of the League Insurance Government Health Team.

1.4. "**Dental insurance**" shall mean a contractual arrangement to provide specified dental services, in consideration of a specified payment for an interval of time, regardless of whether the payment is made by the beneficiaries individually or by a third person for them, in such a manner that the total cost of such services is to be spread directly or indirectly among a group of persons.

1.5. "**Director**" shall mean the State of Nebraska Director of Insurance.

1.6. **“Health insurance”** shall mean any hospital, surgical, or medical expense-incurred policy or health maintenance organization contract. Health insurance does not include (a) accident-only, disability income, hospital confinement indemnity, dental, or credit insurance, (b) coverage issued as a supplement to liability insurance, (c) medicare or insurance provided as a supplement to medicare, (d) insurance arising from workers’ compensation provisions, (e) automobile medical payment insurance, (f) any other specific limited coverage, or (g) insurance under which benefits are payable with or without regard to fault and which is statutorily required to be contained in any liability insurance policy.

1.7. **“League”** shall mean the League of Nebraska Municipalities.

1.8. **“League Insurance Government Health Team”** or **“LIGHT”** shall mean the entity established and operated under this Agreement.

1.9. **“Member”** shall mean a Municipality (a) whose application for membership in the League Insurance Government Health Team has been approved by the League, and (b) that has lawfully entered into this Agreement and into the League Insurance Government Health Team membership agreement.

1.10. **“Municipality”** shall mean any city or village in the State of Nebraska that is a dues-paying member in good standing with the League.

1.11. **“Public agency”** shall mean any county, city, village, school district, public power district, rural fire district, or other political subdivision of the State of Nebraska, the State of Nebraska, the University of Nebraska, and any corporation whose primary function is to act as an instrumentality or agency of the State of Nebraska.

1.12. **“Risk management pool”** shall mean an association formed by two or more public agencies by an agreement, pursuant to IRMA if applicable, providing for joint and cooperative action in the use of their financial or administrative resources in order to accomplish any of the public and governmental purposes authorized by state or federal law.

1.13. **“Standard insurance”** shall mean any policy of insurance issued by a company licensed to transact insurance business in the State of Nebraska for any policy of insurance issued in accordance with the requirements for a lawful surplus lines insurance transaction.

2. Establishment of LIGHT. All Members who execute this Agreement hereby, pursuant to the applicable provisions of ICA, jointly and cooperatively establish the League Insurance Government Health Team as a separate entity, with all the rights, powers and privileges vested in and conferred such entity as set out in this Agreement and under the laws of the State of Nebraska. The League Insurance Government Health Team will provide health insurance coverage for its membership’s employees and their dependents in the form of standard insurance. The membership of the League Insurance Government Health Team consists of those Municipalities which have entered into this Agreement. The League Insurance Government Health Team shall have perpetual duration unless or until terminated or dissolved pursuant to the terms of this Agreement or its Bylaws, or in accordance with IRMA (as applicable) or ICA, or as otherwise required by law.

3. Purpose and Duration. The purpose of this Agreement is to establish and to operate a group health insurance plan through a standard insurance policy for the benefit of Members’ employees and their dependents. This Agreement shall be for an unlimited duration until formally terminated as provided herein.

4. Powers. In order to carry out this purpose, the League Insurance Government Health Team shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a joint entity under ICA, constituting a separate public body politic under the laws of the State of Nebraska, exercising public powers and acting on behalf of the public agencies which are parties to this Agreement as set out by law.

If applicable, the League Insurance Government Health Team shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a pool created pursuant to IRMA, including, but not limited to, the power to issue bonds or other obligations on behalf of public agencies or to otherwise assist in the issuance by such public agencies of such obligations; provided, however, that nothing herein shall prevent any of the parties hereto from separately exercising any such powers, privileges or authority. The League Insurance Government Health Team shall specifically have the power to sue and be sued, make contracts and other instruments necessary or convenient to the exercise of its powers, hold and dispose of real and personal property, borrow money, contract debt, and pledge any assets in the name of the League Insurance Government Health Team.

5. Financial Plan. The League Insurance Government Health Team shall sponsor a fully-insured group health insurance plan through a standard insurance policy that provides coverage to Members' employees and the employees' dependents. The Board, on behalf of the League Insurance Government Health Team and its constituent Members, shall enter into a contract, or renew an existing contract, with a company licensed to transact insurance business in the State of Nebraska on an annual basis for health insurance. Each Member will be required to complete a subgroup application in order to participate in a League Insurance Government Health Team-sponsored plan. Each Member shall make payment of premiums and any fees for Plan coverage and/or any other fees approved by the Board to fund the operation of the League Insurance Government Health Team, pursuant to the terms and conditions of the (a) LIGHT membership agreement and (b) subgroup application, master group application, and/or master group contract or other relevant documentation required by the insurance company providing the policy for health insurance coverage for the Plan. The League Insurance Government Health Team shall ensure that the Plan receives documentation from the insurance company setting forth the types of coverage to be offered and applicable deductible levels. The Board will review annually the necessity of maintaining cash reserves, additional standard insurance, or excess insurance, taking into account the fully-insured nature of League Insurance Government Health Team-sponsored plan.

6. Plan of Management.

6.1. Board of Directors. The governing authority of the League Insurance Government Health Team shall be a Board of Directors consisting of a minimum of five and maximum of fifteen elected or appointed officials of Members. In addition, the Board shall include the Executive Director of the League as an ex-officio, non-voting member. The initial Board of Directors shall be composed of an elected or appointed official from five municipalities which executed the Interlocal Agreement prior to July 1, 2022, each of whom shall be approved as a Director by the respective governing body of the participating Member. The number and tenure of directors of the Board shall be as provided in the Bylaws; provided that, in no event shall the number of directors of the Board be less than the requisite number of directors needed to transact the business of the League Insurance Government Health Team.

6.2. Board of Directors Duties.

(a) The Board shall be responsible for entering into negotiations and negotiating with one or more insurance companies for the provision of health insurance coverage on behalf of the Members. The Board shall be responsible for entering into one or more agreements with insurance companies for the provision of health coverage.

(b) The Board shall be responsible for managing the property, business, and affairs of any League Insurance Government Health Team-sponsored plans, including the establishment and maintenance of a budget.

(c) The Board shall take all necessary precautions to safeguard the assets of the League Insurance Government Health Team and exercise fiduciary duties concerning those assets and the overall operations of the League Insurance Government Health Team.

(d) The Board shall make and enter into any and all contracts, leases, and agreements necessary or desirable for the administration and management services to carry out any of the powers granted or duties imposed under this Agreement or any applicable law or regulation.

(e) The Board shall establish the duties and responsibilities of the Administrator and any delegation of its duties to the Administrator.

(f) The Board shall select and contract, either directly or indirectly, with service providers, including but not limited to insurance brokerage firm(s), accounting firm(s), legal counsel, consultants, and other qualified service providers or advisors as deemed necessary by the Board to carry out the intent and purposes of the League Insurance Government Health Team.

(g) The Board may adopt bylaws pertaining to the exercise of its purpose and powers (the "Bylaws"). The Board may, from time to time, revise the Bylaws. The Board may also from time to time adopt policies, rules and procedures for the administration and operation of the League Insurance Government Health Team, by majority vote of the Board, so long as such policies, rules, and procedures are not inconsistent with this Agreement or the Bylaws. No provisions of the Bylaws, policies, rules or procedures shall be inconsistent with this Agreement, the ICA, or, if applicable, IRMA.

(h) The Board may exercise such other powers as are necessary for the proper operation of the League Insurance Government Health Team to carry out the terms of this Agreement and to comply with ICA, IRMA (if applicable), rules and regulations adopted under either ICA or IRMA (if applicable), and any other applicable State or Federal laws, rules or regulations, and the League Insurance Government Health Team Bylaws.

6.3. Membership Procedures.

(a) Application. A Municipality may apply to become a Member of the League Insurance Government Health Team by completing and submitting a League Insurance Government Health Team membership agreement. The applicant must also provide all information required by the insurance company providing the policy for health insurance coverage at the time of application, including any required subgroup application. If the applicant (i) meets the eligibility requirements as set out in the League Insurance Government Health Team membership agreement, (ii) enters into this Agreement and the League Insurance Government Health Team membership agreement by resolution passed by its governing body, and (iii) provides all documentation and forms to the insurance company providing the policy for health insurance coverage at the time of application, the applicant will become a Member upon the League's approval of the Municipality's eligibility as set out in the League Insurance Government Health Team membership agreement and upon the execution of this Agreement by the Board.

(b) Voluntary Termination. A Member may voluntarily terminate its participation in the League Insurance Government Health Team by written notice of termination given to the League Insurance Government Health Team prior to the desired termination date and in compliance with the timeframe stipulated by the insurance company providing the policy for health insurance coverage at the time of termination. Members seeking to voluntarily terminate participation shall comply with all notice requirements contained in IRMA, if applicable.

(c) Involuntary Termination. A Member may be involuntarily terminated as a Member of the League Insurance Government Health Team if, after due notice and hearing, the Board (or relevant regulatory authority) determines that: (i) the Member has failed to pay any contribution or assessment to the League Insurance Government Health Team; (ii) the Member has failed to discharge any other obligation it owes to the League Insurance Government Health Team; or (iii) the Member has failed to comply with the laws of the state, rules of the Department of Insurance, or bylaws of the League Insurance Government Health Team.

(d) Effect of Termination. A former Member shall remain liable for any costs and obligations

incurred by the League Insurance Government Health Team while the Municipality was a Member, and for any contractual obligation the Municipality has entered into with the League Insurance Government Health Team on or before the date of termination. A former Member who has terminated participation in the League Insurance Government Health Team, or whose participation is involuntarily terminated pursuant to this Section 6.3, may apply for participation in the League Insurance Government Health Team after the lapse of 24 months following the date of cancellation.

6.4. Funds and Reserves by Exposure Area. The Board shall review appropriate actuarial analyses to identify appropriate funds and reserves by exposure area, as applicable. Each Member must make payment of its premiums and any fees for the League Insurance Government Health Team-sponsored coverage pursuant to the terms and conditions of the (a) LIGHT membership agreement, and (b) subgroup application, master group application, master group contract, or other relevant documentation required by the insurance company providing the policy for health insurance coverage for the Plan.

6.5. Claim Payment. All claims shall be paid pursuant to the standard insurance policy issued by a company licensed to transact insurance business in the State of Nebraska for health insurance and in accordance with any master group application, master group contract, and/or other relevant documentation issued by the insurance company providing the policy for health insurance coverage for the Plan and entered into by the League Insurance Government Health Team for the benefit of its membership.

6.6. No Private Benefit. No part of the net earnings or assets of the League Insurance Government Health Team shall inure to the benefit of any private person.

6.7. Distribution of Surplus at Dissolution. At the dissolution of the League Insurance Government Health Team's existence, any surplus funds over and above those necessary to pay or reserve against the expenses and liabilities of the League Insurance Government Health Team shall vest in and be distributed among the Members. Such distribution shall be allocated among Members in proportion to the contributions made by each Member.

6.8. Loss Control Program. To the extent applicable and necessary, the Board shall approve a system or program of controlling Member losses.

7. Dissolution. The League Insurance Government Health Team shall only be dissolved at such time as (a) the Board determines that the number of Members is too small to continue to provide coverage, (b) the Board is unable to secure a policy of insurance on behalf of the Members, or (c) in the event the League's Executive Board withdraws its support. The Board shall be responsible for all actions necessary to dissolve the League Insurance Government Health Team, in compliance with and as required by law. Upon the occurrence of an event of dissolution, to the extent required by law, the Board shall place the matter before the Members for a vote.

8. Banking Relationships. The League Insurance Government Health Team shall establish bank accounts necessary to carry out the terms and meet the operational needs of this Agreement. Controls shall be established and funds shall be invested so that the League Insurance Government Health Team is managed in a conservative and prudent manner.

9. Member Examinations and Audits. The League Insurance Government Health Team may examine and audit a Member's records at any time during the period this Agreement is in effect, and during any extensions hereof, and within three years after such Member is no longer a Member of the League Insurance Government Health Team, insofar as the records may relate to the subject matter of this Agreement.

10. Place of Business. The principal place of business for the League Insurance Government Health Team shall be 1335 L Street, Lincoln, Nebraska 68508 or at such other place as determined by the Administrator. Notice provided via United States Postal Service by a member to the League Insurance Government Health Team at this address shall be considered proper notice to the League Insurance Government Health Team and all participating

members of the League Insurance Government Health Team. The Administrator may employ necessary staff for the positions authorized by the Board; the Administrator also may purchase, lease, or rent real or personal property with the approval of the Board in order to carry out the business and purpose of the League Insurance Government Health Team.

11. Conformity with Law. In the event any term or provision of this Agreement is in conflict with the laws and statutes of the State of Nebraska as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.

12. Fiscal Year. For the initial year in which the League Insurance Government Health Team is formed, the fiscal year shall begin on July 1, 2022 and end on September 30, 2022. Thereafter, the League Insurance Government Health Team's fiscal year shall begin on October 1 of each year and end on September 30 of the following year, unless determined otherwise by the Board.

13. Liability. No Member in the League Insurance Government Health Team shall, by reason of this Agreement, have any liability for claims brought by third parties against any other Member. The liability for any claim against a Member shall remain the sole and exclusive liability of the Member.

14. Termination of the Agreement. This Agreement shall terminate upon the occurrence of all of the following events: (a) the League Insurance Government Health Team has dissolved pursuant to Section 7; (b) all amounts owed by the Members have been paid in full; and (c) all amounts owed for claims and other expenses have been paid in full.

15. Execution in Counterpart. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth in the attached Resolutions and acknowledged below.

MEMBER MUNICIPALITY

Signature: _____

Title: _____

Name of Municipality: _____

Date: _____

LEAGUE INSURANCE GOVERNMENT HEALTH TEAM

Signature: _____

Chairperson, League Insurance Government Health Team

Date: _____

**LEAGUE INSURANCE GOVERNMENT HEALTH TEAM
MEMBERSHIP AGREEMENT**

This Agreement is entered into by and between the League Insurance Government Health Team (“LIGHT”) and _____ (the “Member”), a Nebraska employer, for participation in LIGHT and the LIGHT Member Health Plan (the “Plan”), for coverage effective July 1, 2022. Membership in LIGHT shall make health insurance coverage available for the Member’s eligible employees and dependents who participate under the Plan. In consideration of mutual promises, the undersigned parties agree as follows:

Section 1. Membership. The undersigned employer hereby agrees to become a member of LIGHT (a “Member”) upon and subject to the terms and conditions of the League Insurance Government Health Team Interlocal Agreement (the “Interlocal Agreement”), Bylaws of LIGHT, and this Agreement for and during the term of this Agreement.

In order to qualify for membership, the undersigned employer represents that it meets all of the following qualifications:

- (i) Is a city or village in the State of Nebraska;
- (ii) Constitutes an employer as defined under ERISA § 3(5);
- (iii) Employs in the State of Nebraska at least one common law employee;
- (iv) Is a dues-paying member in good standing with the League of Nebraska Municipalities; and
- (v) Elects to participate in the Plan and executes a Plan subgroup application, which is incorporated by this reference.

Section 2. Agreement with Respect to Formation and Existence of LIGHT. The Member acknowledges and agrees that LIGHT is an entity that has been formed by constituent members, and as such, is and shall have such powers as are set forth its Interlocal Agreement and Bylaws.

Section 3. Member Obligations. For and during the Term of this Agreement, the Member agrees as follows:

- (i) To maintain its status as a qualified Member under the provisions of Section 1 of this Agreement and to notify the LIGHT Board of Directors as soon as the Member has knowledge that it no longer meets the qualifications under Section 1 of this Agreement;
- (ii) To comply with the Interlocal Agreement and Bylaws of LIGHT as the same now exist or may from time to time hereinafter be amended;
- (iii) To maintain a membership in good standing with the League of Nebraska Municipalities;
- (iv) To comply with all administrative requirements and procedures of the Plan, including, but not limited to, continuation coverage under state or federal law;
- (v) To notify the insurer timely and accurately within thirty (30) days of any change to the name; address; eligibility for coverage, including, but not limited to, any changes to the eligibility of a Member’s employee who fails to satisfy the “actively-at-work” requirement or minimum weekly working hours

requirement;¹ or other change to enrollment of the Member, the Member's employee, or the Member's employee's dependent;

(vi) To provide any and all data, documents, and information, including enrollment and eligibility information, which LIGHT, its agents, or its consultants may from time to time require in order for LIGHT to administer the Plan;

(vii) To cooperate with LIGHT in all matters related to LIGHT's administration of the Plan including, but not limited to, cooperating with any and all Plan audits by LIGHT or the insurer, and completing any and all certifications received by the Member from LIGHT or the insurer for the purpose of verifying a Member's eligibility, a Member's employee's eligibility, or a Member's employee's dependent's eligibility to participate in the Plan;

(viii) To comply with the terms and conditions of the Plan as the same may from time to time be amended and modified;

(ix) To make payment of premiums and any fees for Plan coverage or operational expenses pursuant to the terms and conditions determined by the insurer for the Plan;

(x) To make payment of any fees approved by the Board to fund the operation of LIGHT;

(xi) To distribute Plan documentation in the manner specified by law, LIGHT, and/or the insurer, as applicable, to Member's employees and dependents. The Member agrees to indemnify LIGHT, the Plan, the insurer and their employees, agents, directors, officers and assigns (collectively, the "Indemnitees") and to hold each of them harmless from any and all liabilities, claims, penalties, tax assessments or other obligations which may arise, directly or indirectly, from the Member's failure to comply with its obligations as set forth in this Section 3(xi);

(xii) To annually sign a subgroup application furnished by the Plan verifying compliance with Plan requirements;

(xiii) To authorize LIGHT to act as the Plan Sponsor for the Plan; and

(xiv) To authorize the League of Nebraska Municipalities to act as the Plan Administrator for the Plan.

Section 4. Services Provided by LIGHT. For and during the Term of this Agreement, LIGHT, acting as the agent for and on behalf of its Members, hereby agrees as follows:

(i) To enter into negotiations with one or more insurance companies for the provision of health, dental, or other insurance coverage;

(ii) To enter into one or more agreements with an insurer for the provision of health, dental, or other insurance coverage and to provide the Member with a copy of each said agreement and all amendments thereto as soon as is reasonably possible following their complete execution; and

(iii) To manage the property, business, and affairs of the Plan, including the administration of the Plan.

¹ The "actively at work" requirement shall be met under the following three circumstances: (1) the employee is actively performing the customary duties, responsibilities, and obligations of the role which the employee is employed to perform; (2) the employee is on leave under the Family and Medical Leave Act (FMLA), whether paid or unpaid; and/or (3) the employee is on an approved paid leave. The minimum weekly working hours requirement is waived for all periods in which the employee is on FMLA leave, but shall apply in all other circumstances, including periods of approved paid leave. Where an employee is on approved paid leave, to meet the minimum weekly working hours requirement, the employee must have available and use paid leave equal to or in excess of such requirement.

Section 5. Term and Termination

Section 5.1 Term. Subject to any Renewal Term(s) and unless sooner terminated as provided below, this Agreement shall be for a term commencing on July 1, 2022, and continuing thereafter until June 30, 2023 (the "Initial Term"). This Agreement shall renew automatically for subsequent one year terms (the "Renewal Term(s)") unless and until (i) a new Agreement is required by LIGHT, (ii) this Agreement is terminated as provided herein, or (iii) notice of non-renewal is provided in accordance with Section 5.2 of this Agreement. The Initial Term and any Renewal Term(s) shall be referred to collectively herein as the "Term" or the "Terms."

Section 5.2 Notice of Non-Renewal. Notwithstanding anything herein to the contrary, the Member may preclude the automatic renewal described in Section 5.1 of this Agreement by providing written notice to LIGHT at least thirty (30) days prior to the commencement of the Renewal Term.

Section 5.3 Termination. This Agreement may be terminated during its Term as follows:

(i) Voluntary Termination. At any time by mutual written consent of each of the parties, and in compliance with any timeframe stipulated by the insurance company providing the policy for health insurance coverage at the time of termination.

(ii) Involuntary Termination. After due notice and hearing, at any time upon the affirmative vote of a majority of LIGHT's Board of Directors in the event the Member fails to pay any contribution or assessment to LIGHT, fails to meet the qualifications of Section 1 of this Agreement, fails to comply with the Member obligations of Section 3 of this Agreement, or fails to comply with the laws of the state, rules of the Nebraska Department of Insurance, or bylaws or Interlocal Agreement of LIGHT.

Section 5.4 Effect of Termination or Expiration on Plan Participation. Participation in the Plan will cease on the date this Agreement terminates or expires. The Member shall remain liable for any costs and obligations incurred by LIGHT while a Member, and for any contractual obligation the Member has entered into with LIGHT on or before the date of termination.

Section 6. Indemnification. The Member hereby agrees to indemnify and hold LIGHT and its officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs, or expenses (including without limitation court costs and reasonable attorneys' fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation, or other proceeding and arise out of or relate in whole or in part to: (i) any act or omission of the Member or any of its board members, officers, employees, agents, or representatives which occurs in the course of the Member's performance of this Agreement; or (ii) failure by the Member to observe or perform any obligation, undertaking, or agreement required to be observed or performed by the Member pursuant hereto. The Member hereby further agrees to indemnify and hold the Plan, LIGHT, and LIGHT's officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs, or expenses (including without limitation court costs and reasonable attorneys' fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation, or other proceeding, and arise out of, or relate in whole or in part to, or that occur as a result of the Member's failure to comply with applicable law with respect to the Plan.

Section 7. Budgeting and Finance. The Board of Directors of LIGHT will establish a budget covering the operations of LIGHT each year, on an annual basis. LIGHT intends to obtain the funding for its budget through member fees. The Member acknowledges and agrees that LIGHT may collect such fees to cover its operational expenses in the amount, at the time, and in the manner determined by LIGHT's Board of Directors. To facilitate planning, the estimated amount of funds required annually from each Member will be set by the Board and reflected on Exhibit "A" attached hereto and incorporated by this reference. To the extent the costs and expenses of operating LIGHT are not otherwise paid or provided by these sources, said costs and expenses will be financed by the Members and, unless otherwise agreed in writing, will be prorated based on the ratio of the

Member's number of participating employees receiving coverage under the Plan for the immediately preceding calendar year to the aggregate number of total participating employees receiving coverage under the Plan for such year.

Section 8. Amendment. This Agreement may be modified only by a written amendment duly executed by both the Member and LIGHT. No alteration or variation of the terms and conditions of the Agreement shall be valid or binding unless made in writing and signed by both the Member and LIGHT. Every amendment shall specify the date on which its provisions shall be effective.

Section 9. Assignment. Neither the Member nor LIGHT may assign or transfer any of its or their interest, rights, or duties under this Agreement to any person, firm, or entity without prior written consent of the other party to this Agreement, which consent may be granted or withheld by the other party in its sole discretion. In the absence of such written consent, any such assignment or attempted assignment shall be invalid and shall constitute a breach of this Agreement.

Section 10. Governing Law. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Nebraska.

Section 11. Entire Agreement. This written Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and any prior or contemporaneous representations, promises, or statements by the parties that are not expressly incorporated herein or therein shall not serve to vary, contradict, augment, modify, or supplement the terms set forth in this Agreement.

Section 12. Survival. All rights, remedies, obligations, and all covenants and agreements set forth in this Agreement which by their terms require or contemplate performance which is to extend or occur after the expiration or termination of the Agreement shall survive the termination or expiration of the Agreement and shall remain in effect and be enforceable as between the parties hereto in accordance with the terms.

Section 13. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall constitute an original, and all shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have signed this Agreement fully intending the same to be binding upon themselves and their respective trustees, receivers, successors and permitted assigns.

Employer Member

League Insurance Government Health Team

Name of Employer

By: _____
Signature

By: _____
Signature

Print Name and Title

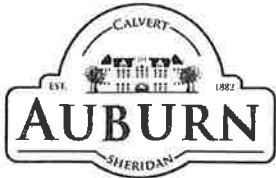
Date

Print Name and Title

Date

EXHIBIT "A"
Member Fees

Pursuant to Section 7 of this Agreement, Member fees for the Plan Year beginning July 1, 2022 will be zero dollar (\$0.00) per month for each employee covered under the Plan. LIGHT will notify the Members of the amount of the Member fees determined by the Board prior to each subsequent Plan Year.



AGENDA ITEM
NO

I-1 (a)

June 13, 2022

City of Auburn

1101 J Street
Auburn, Nebraska 68305
402-274-3420
402-274-4154 fax
www.auburn.ne.gov

MAYOR

Dan White

COUNCIL MEMBERS

Katy Billings

Shawn Clark

Tom Clark

Chris Erickson

Rick Janssen

Jeff Jeanneret

Street Department Activity Report (May 2022)

- Appliance and Furniture Recycle Lot – 2 times
- Brush Lot – 5 times
- Burned brush lot – 2 times
- Worked on equipment at city shop
- Garbage run at Parks/Rec Complex/business area weekly
- Trimmed trees in city right of way around town
- Cleaned storm drains
- Filled pot holes
- Removed chain link fence at Pool and reinstalled after concrete work was completed
- Cleaned pool and helped get ready for opening
- Installed pool slide pump and motor
- Swept streets around town and helped with chip seal project (52 blocks)
- Blew out flag pole holes in Legion Park for Patriot flags
- Helped in Legion Park for the Auburn Birthday Celebration

Harry Bridgmon
Street Commissioner



EQUAL HOUSING OPPORTUNITY

Auburn Memorial Library

1810 Courthouse Ave
Auburn, NE 68305

June 2022

- o Summer programming: 2's & 3's Storytime started Thursday, June 2nd with 15 in attendance. Youth Reading Adventure and Adult Reading started Monday, June 6th. There is still lots of time to sign up and join. Summer Reading kicked off on Tuesday, June 7th with magician Adam White. There were 142 kids in attendance.
- o Wildlife Encounters is coming back on Saturday, June 25th at 11:00 am.

Statistical Report:

<u>Date:</u>	<u>Circulation:</u>	<u>Patrons:</u>
May 2022	2,673	1,596
OverDrive	<u>699</u>	<u>102</u>
	3,372	1,698
April 2022	2,430	1,844
OverDrive	<u>591</u>	<u>99</u>
	3,021	1,943

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

FOR THE MONTH OF MAY 2022

Total Number of Calls within the City of Auburn	224
Total Number of Ordinance/Animal Calls	31
Total Number of Actual Criminal Cases Reported/Initiated	14

Respectfully submitted,



Brent Lottman
Sheriff

