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 12, 2023

Pledge of Allegiance

Call to Order

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

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

Invocation

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

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B – RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

B – 1 None for this meeting

C – PRESENTATIONS and PROCLAMATIONS

C – 1 None for this meeting

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

D – CONSENT AGENDA

D – 1 Approving Minutes of May 8, 2023, regular City Council meeting

D – 2 Approval of City Financial Report.

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

D – 4 Appointments: BPW Interim General Manager - Ray Luhring, Tree Board – Bill Genthe, Auburn Volunteer Fire Department – Samuel Ackerman

D –5 City of Auburn Housing Study

E – PAYMENT OF CLAIMS

E – 1 Approving Payment of Claims

F – PUBLIC HEARINGS

F – 1 City's proposed purchase of real estate, re: Lots 106 & 107 Crestview Addition to the City of Auburn, NE, for community growth and development.

F – 2 Application with the Nebraska Liquor Control Commission for the issuance of a Retail Liquor License Class I – Beer, Wine, Distilled Spirits, On Sale Only at Lanes End LLC dba Lanes End, 1818 Central Avenue, Auburn, Nebraska.

G – MOTIONS

G – 1 Council Consideration by motion for approval of three year schedule with Forvis for annual financial statement audit.

G – 2 Council Consideration by motion for approval of modified 2023 Holiday List

G – 3 Council Consideration by motion for approval of Housing Management Contract with SENDD for 22-TFHP-36014

G – 4 Council Consideration by motion for approval of DD 1 for 22-DTR-001 with SENDD for general administration.

G – 5 Council Consideration by motion for recommendation of approval for Application with the Nebraska Liquor Control Commission for the issuance of a Retail Liquor License Class I – Beer, Wine, Distilled Spirits, On Sale Only at Lanes End LLC dba Lanes End, 1818 Central Avenue, Auburn, Nebraska.

H – RESOLUTIONS

H – 1 No. 06-23 A RESOLUTION REGARDING THE PURCHASE OF PROPERTY LOTS 106 & 107 CRESTVIEW ADDITION TO AUBURN, NEMAHA COUNTY, NEBRASKA FOR RESIDENTIAL & COMMUNITY DEVELOPMENT.

H – 2 No. 07-23 A RESOLUTION TO ACCEPT BID SPECIFICATIONS, CONTRACT & PURCHASE OF QUICK ATTACK FIRE TRUCK & APPARATUS

H – 3 No. 08-23 A RESOLUTION REGARDING ASSIGNMENT AND ASSUMPTION OF OPTION TO PURCHASE AGREEMENT WESTGATE ADDITION TO AUBURN, NE

H – 4 No. 09-23 A RESOLUTION TO TRANSFER DILAPIDATED REAL ESTATE BY DONATION TO THE CITY FOR NUISANCE ABATEMENT.

I – ORDINANCES

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

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

I – 3 Ordinance No. 06-23 AN AMENDMENT TO ORDINANCE NO. 01-23 OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA, AMENDING FIXED COMPENSATION OF THE OFFICERS & EMPLOYEES OF THE CITY; REPEALING THE ORIGINAL ORDINANCE NO. 01-23; PRESCRIBING EFFECTIVE DATES FOR COMPENSATION; & DECLARING AN EFFECTIVE DATE FOR THIS ORDINANCE.

J – REPORTS & RECOMMENDATIONS

J – 1 <u>From Dept. Heads/Boards</u>

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

J – 2 <u>From Committees</u>

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

K – REQUESTS AND REFERRALS

None at this time.

MOTION TO ADJOURN

AGENDA ITEM NO

D-1

City Council Proceedings
May 8, 2023

The Mayor and Council of the City of Auburn, Nemaha County, Nebraska, were called to meet at the City Hall at 1101 "J" Street on May 8, 2023, at 7:00 o'clock P.M. in Regular Meeting, open to the general public. Advance notice of said Regular Meeting, the designated method of giving notice, including the agenda for said meeting, or the availability thereof having been posted at the west door of the City Hall, at the east door of the Nemaha County Courthouse and in the Auburn State Bank, and having been transmitted to all members of the City Council, all done on or before May 5, 2023. Mayor Chris Erickson presided over the meeting and the City Clerk recorded the proceedings.

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

Mayor Erickson announced that the City of Auburn abides by the Open Meetings Act in conducting business and that a copy of the Open Meetings Act is displayed at the City Council Chambers by the entrance door as required by law.

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

Agenda Item D – Consent Agenda
D – 1 Approving Minutes of April 10, 2023, regular City Council meeting
D – 2 Approval of City Financial Report
D – 3 Request for attendance at meetings and/or conferences. – NCMA Summer Conference, June 28-30, Papillion NE (Crystal); League of Municipalities Accounting and Finance Conference, June 21-23, Lincoln NE (Sherry H); Baird Holm's Annual Labor Law Forum, May 18, Omaha NE (Sheri M); 2023 Fire School, May 19-21 Grand Island (AVFD)
D – 4 Request for Special Designated Liquor License application submitted by Ruth Heywood at Legion Memorial Park for Summer Sounds Concert Series, 1015 J Street, Auburn, NE on June 2, 16, 30; July 7, 21; and August 4, 18.
D – 5 Appointments: Auburn Housing Authority – Appointment of Jerri Lynn Brix (Virginia Wood resignation)

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

Agenda Item E – Payment of Claims. The following April claims were presented before the Council for ratification: Aflac, Wh-73.80; American Recycling & Sanitation, Se-191.00; Baird Holm LLP, Se-203.00; BCom Solutions LLC, Se-1,430.00; Black Hills Energy, Ut-744.11; Blue Cross-Blue Shield, Ins-7,075.91; Board of Public Works, Reim-Ut-Ins-Su-Se-10,782.46; Capital Business Systems Inc., Se-Su-341.87; Charles Krueger, Local Housing Program-3,971.71; Charter Communications, Se-310.26; First Concord Benefits Group, Se-13.95; First National Bank Omaha, Card Transactions-1,236.81; Jackson Services Inc., Se-328.20; Linda Bantz, Se-400.00; Mark Harms, Ex-500.00; Mid-American Benefits Inc., Ins-88.00; Mutual of Omaha, Ins-93.28; NE Dept. of Revenue, Keno Tax-314.00; Nemaha County Nebraska, Se-34,650.00; Pinpoint Auburn Inc., Se-377.70; NE Secretary of State, Fe-30.00; US Cellular, Se-173.64; Windstream, Se-140.95; April Payroll-55,893.47; FICA City Match-4,186.85; Pension City Match-1,970.24; PayChex Payroll Se-239.75; Auburn State Bank, Fe-19.30; Medical Claims-551.57; Guardian, Ins-653.89; Wex-Su-1,134.54. The following May claims were presented before City Council for ratification: American Recycling & Sanitation, Se-145.00; BCom Solutions LLC, Se-1,430.00; Board of Public Works, Reim-Ut-Ins-Su-Se-8,185.22; First National Bank Omaha, Card Transactions-2,566.99; Linda Bantz, Se-400.00; Mark Harms, Ex-500.00; Nemaha County, Se-34,650.00; Pinpoint Auburn Inc., Se-377.70; Region V Services, Se-417.00. The following May claims were presented for approval: Airstream Heating & Cooling, Se-1,658.26; Amazon Capital Services, Bk-AV-648.29; American Lawncare Inc., Se-1,400.00; Angelo Ligouri, Se-6,382.76;

Auburn Auto Center, Se-30.00; Auburn High School, Bk-60.00; Auburn Mem. Library Petty Cash, Su-144.25; Auburn Newspapers, Se-Sub-129.50; Auburn Plumbing, Htg. & AC Inc., Su-249.47; Baker & Taylor, Bk-AV-849.50; Blackstone Publishing, Bk-AV-34.94; Bulldog Auto Supply Inc., Su-35.48; Center Point Large Print, Bk-AV-137.75; Auburn Chamber of Commerce, Program Funding-15,000.00; Commercial Recreation Specialties, Su-68.00; Crystal Dunekacke, Reim-210.99; D. Hauptman Co/Fold-A-Goal, Su-152.00; Eakes Office Solutions, Su-1,188.14; Ed M. Feld Equipment Co. Inc., Equip-540.00; Filter Care, Se-19.40; Frontier Cooperative, Su-537.50; Cengage Learning Inc/Gale, Bk-AV-26.35; Great Plains Lawn Care, Se-100.00; Heiman Inc., Su-83.11; JEO Consulting Group Inc., Se-25,900.00; League Assoc. of Risk Management, Ins-1,996.88; Mellage Truck & Tractor, Su-39.22; NE Chamber Foundation, Reg-3,750.00; Nebraska Salt & Grain Co., Su-3,934.80; Nemaha County Clerk, Fe-28.00; OCLC Inc., Sub-66.40; Overdrive Inc., Bk-AV-357.41; Petty Cash, Su-59.85; Ricoh USA Inc., Su-28.27; Sack Lumber Co., Su-70.97; The Penworthy Co., Bk-AV-186.67; Trade Well Pallet Inc., Su-2,185.00; 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; 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 Janssen moved to approve the claims 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 Billings. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Tom Clark, Janssen, Jeanneret, Seitz, Billings, and Shawn Clark. The following voted "NAY": No one. Motion: Carried.

It was noted that with regards to Agenda Item F-Public Hearings, there are none for this meeting.

Council Member Billings moved to approve the Request for Qualifications for 2022 DTR (Downtown Revitalization) grant engineering services. The motion was seconded by Council Member Tom Clark. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Janssen, Jeanneret, Seitz, Billings, Shawn Clark, Tom Clark. The following voted "NAY": No one. Motion: Carried.

Council Member Janssen moved to approve plans and authorize JEO to proceed with advertising and bidding on the Auburn Buildings Roofing project. The motion was seconded by Council Member Tom Clark. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following members of the City Council voted "YEA": Jeanneret, Seitz, Billings, Shawn Clark, Tom Clark, and Janssen. The following voted "NAY": No one. Motion: Carried.

Council Member Billings moved to approve an amendment with JEO Consulting to add engineering services for 9th Street between O Street and P Street with bidding in the fall. The motion was seconded by Council Member Seitz. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Seitz, Billings, Shawn Clark, Tom Clark, Janssen, and Jeanneret. The following voted "NAY": No one. Motion: Carried.

Council Member Seitz moved to approve the keno lottery sales outlet location for Lanes End LLC at 1818 Central Avenue, authorize the requesting of any additional information necessary and authorize the signing of related documents on behalf of the City. 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": Billings, Shawn Clark, Tom Clark, Janssen, Jeanneret, and Seitz. The following voted "NAY": No one. Motion: Carried.

Council Member Tom Clark moved that Mayor Chris Erickson, Council President Shawn Clark, City Clerk/Treasurer Sherry Heskett, City Administrator/Economic Developer Crystal Dunekacke, Keno Operator Craig Blake and Morgan Jones be designated as authorized signers on the City of Auburn Keno Operating Account (associated with the keno lottery sales outlet location at 1818 Central Avenue) and authorize the execution of necessary forms required by Auburn State Bank (official depository). The motion was seconded by Council Member Seitz. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Shawn Clark, Tom Clark, Janssen, Jeanneret, Seitz, and Billings. The following voted "NAY": No one. Motion: Carried.

Following discussion, Council Member Billings moved to approve agreement with Charlesworth Consulting for insurance proposal specifications. The motion was seconded by Council Member Tom Clark. Upon roll call vote: 5 yeas, 1 nay, and 0 absent. The following Council Members voted "YEA": Tom Clark, Janssen, Seitz, Billings, and Shawn Clark. The following voted "NAY": Jeanneret. Motion: Carried.

Council Member Billings moved to approve agreement with SENDD for construction management for the 2022 DTR grant. The motion was seconded by Council Member Janssen. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Janssen, Jeanneret, Seitz, Billings, Shawn Clark, and Tom Clark. The following voted "NAY": No one. Motion: Carried.

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

Discussion was held regarding Agenda Item I-1 Ordinance No. 04-23 AN ORDINANCE OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA, DEFINING & REGULATING THE USE OF SHIPPING CONTAINERS WITHIN THE ZONING JURISDICTION OF THE CITY OF AUBURN, NE: PROVIDING A PENALTY PROVISION; PROVIDING A CONFLICT RESOLUTION CLAUSE; PROVIDING FOR SEVERABILITY; & PROVIDING PUBLICATION AND AN EFFECTIVE DATE FOR THE ORDINANCE. The proposed ordinance was not introduced and no motions were made.

Discussion was held regarding Agenda Item I-2 Ordinance No. 05-23 AN ORDINANCE OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA REGULATING VACANT BUILDINGS; ESTABLISHING MONETARY PENALTIES; SETTING DEFINITIONS & PROCEDURES; PROVIDING A CONFLICT RESOLUTION CLAUSE; PROVIDING FOR SEVERABILITY; & PROVIDING PUBLICATION & AN EFFECTIVE DATE FOR THE ORDINANCE. Proposed Ordinance No. 05-23 was presented for consideration. The Mayor announced that the introduction of the proposed Ordinance was in order for First Reading. Council Member Billings moved that these proceedings be kept in a separate and distinct volume known as the "Ordinance Record of the City of Auburn, Nemaha County, Nebraska", and that said volume be made part of these proceedings the same as though it were spread at large herein, which motion was seconded by Council Member Tom Clark. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following voted "YEA": Jeanneret, Seitz, Billings, Shawn Clark, Tom Clark, and Janssen. The following voted "NAY": No one. Motion: Carried.

ORDINANCE NO. 05-23

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

First Reading

Council Member Billings introduced and read Ordinance No. 05-23. Council Member Billings moved that Ordinance No. 05-23 be approved on its first reading and its title agreed to. The motion

was seconded by Council Member Seitz. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following voted "YEA": Seitz, Billings, Shawn Clark, Tom Clark, Janssen, and Jeanneret. The following voted "NAY": No one. Motion carried and Ordinance No. 05-23 was approved on its first reading and its title agreed to.

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 2023 was also provided.

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

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

Mayor Erickson declared the meeting adjourned.

Sherry Heskett
City Clerk

Chris Erickson
Mayor

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

AGENDA ITEM
NO
D-1

Auburn, Nebraska
May 8, 2023

The Mayor and Council of the City of Auburn, Nemaha County, Nebraska, were called to meet at the City Hall at 1101 "J" Street on May 8, 2023, at 7:00 o'clock P.M. in Regular Meeting, open to the general public. Advance notice of said Regular Meeting, the designated method of giving notice, including the agenda for said meeting, or the availability thereof having been posted at the west door of the City Hall, at the east door of the Nemaha County Courthouse and in the Auburn State Bank, and having been transmitted to all members of the City Council, all done on or before May 5, 2023. Mayor Chris Erickson presided over the meeting and the City Clerk recorded the proceedings.

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

Mayor Erickson announced that the City of Auburn abides by the Open Meetings Act in conducting business and that a copy of the Open Meetings Act is displayed at the City Council Chambers by the entrance door as required by law.

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

Agenda Item D – Consent Agenda
D – 1 Approving Minutes of April 10, 2023, regular City Council meeting
D – 2 Approval of City Financial Report
D – 3 Request for attendance at meetings and/or conferences. – NCMA Summer Conference, June 28-30, Papillion NE (Crystal); League of Municipalities Accounting and Finance Conference, June 21-23, Lincoln NE (Sherry H); Baird Holm's Annual Labor Law Forum, May 18, Omaha NE (Sheri M); 2023 Fire School, May 19-21 Grand Island (AVFD)
D – 4 Request for Special Designated Liquor License application submitted by Ruth Heywood at Legion Memorial Park for Summer Sounds Concert Series, 1015 J Street, Auburn, NE on June 2, 16, 30; July 7, 21; and August 4, 18.
D – 5 Appointments: Auburn Housing Authority – Appointment of Jerri Lynn Brix (Virginia Wood resignation)

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

Agenda Item E – Payment of Claims. The following April claims were presented before the Council for ratification: Aflac, Wh-73.80; American Recycling & Sanitation, Se-191.00; Baird Holm LLP, Se-203.00; BCom Solutions LLC, Se-1,430.00; Black Hills Energy, Ut-744.11; Blue Cross-Blue Shield, Ins-7,075.91; Board of Public Works, Reim-Ut-Ins-Su-Se-10,782.46; Capital Business Systems Inc., Se-Su-341.87; Charles Krueger, Local Housing Program-3,971.71; Charter Communications, Se-310.26; First Concord Benefits Group, Se-13.95; First National Bank Omaha, Card Transactions-1,236.81; Jackson Services Inc., Se-328.20; Linda Bantz, Se-400.00; Mark Harms, Ex-500.00; Mid-American Benefits Inc., Ins-88.00; Mutual of Omaha, Ins-93.28; NE Dept. of Revenue, Keno Tax-314.00; Nemaha County Nebraska, Se-34,650.00; Pinpoint Auburn Inc., Se-377.70; NE Secretary of State, Fe-30.00; US Cellular, Se-173.64; Windstream, Se-140.95; April Payroll-55,893.47; FICA City Match-4,186.85; Pension City Match-1,970.24; PayChex Payroll Se-239.75; Auburn State Bank, Fe-19.30; Medical Claims-551.57; Guardian, Ins-653.89; Wex, Su-1,134.54. The following May claims were presented before City Council for ratification: American Recycling & Sanitation, Se-145.00; BCom Solutions LLC, Se-1,430.00; Board of Public Works, Reim-Ut-Ins-Su-Se-8,185.22; First National Bank Omaha, Card Transactions-2,566.99; Linda Bantz, Se-400.00; Mark Harms, Ex-500.00; Nemaha County, Se-34,650.00; Pinpoint Auburn Inc., Se-377.70; Region V Services, Se-417.00. The following May claims were presented for approval: Airstream Heating & Cooling, Se-1,658.26; Amazon Capital Services, Bk-AV-648.29; American Lawncare Inc., Se-1,400.00; Angelo Ligouri, Se-6,382.76;

Auburn Auto Center, Se-30.00; Auburn High School, Bk-60.00; Auburn Mem. Library Petty Cash, Su-144.25; Auburn Newspapers, Se-Sub-129.50; Auburn Plumbing, Htg. & AC Inc., Su-249.47; Baker & Taylor, Bk-AV-849.50; Blackstone Publishing, Bk-AV-34.94; Bulldog Auto Supply Inc., Su-35.48; Center Point Large Print, Bk-AV-137.75; Auburn Chamber of Commerce, Program Funding-15,000.00; Commercial Recreation Specialties, Su-68.00; Crystal Dunekacke, Reim-210.99; D. Hauptman Co/Fold-A-Goal, Su-152.00; Eakes Office Solutions, Su-1,188.14; Ed M. Feld Equipment Co. Inc., Equip-540.00; Filter Care, Se-19.40; Frontier Cooperative, Su-537.50; Cengage Learning Inc/Gale, Bk-AV-26.35; Great Plains Lawn Care, Se-100.00; Heiman Inc., Su-83.11; JEO Consulting Group Inc., Se-25,900.00; League Assoc. of Risk Management, Ins-1,996.88; Mellage Truck & Tractor, Su-39.22; NE Chamber Foundation, Reg-3,750.00; Nebraska Salt & Grain Co., Su-3,934.80; Nemaha County Clerk, Fe-28.00; OCLC Inc., Sub-66.40; Overdrive Inc., Bk-AV-357.41; Petty Cash, Su-59.85; Ricoh USA Inc., Su-28.27; Sack Lumber Co., Su-70.97; The Penworthy Co., Bk-AV-186.67; Trade Well Pallet Inc., Su-2,185.00; Yolanda Kerr, Se-500.00.

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Council Member Janssen moved to approve the claims 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 Billings. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Tom Clark, Janssen, Jeanneret, Seitz, Billings, and Shawn Clark. The following voted "NAY": No one. Motion: Carried.

It was noted that with regards to Agenda Item F-Public Hearings, there are none for this meeting.

Council Member Billings moved to approve the Request for Qualifications for 2022 DTR (Downtown Revitalization) grant engineering services. The motion was seconded by Council Member Tom Clark. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Janssen, Jeanneret, Seitz, Billings, Shawn Clark, Tom Clark. The following voted "NAY": No one. Motion: Carried.

Council Member Janssen moved to approve plans and authorize JEO to proceed with advertising and bidding on the Auburn Buildings Roofing project. The motion was seconded by Council Member Tom Clark. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following members of the City Council voted "YEA": Jeanneret, Seitz, Billings, Shawn Clark, Tom Clark, and Janssen. The following voted "NAY": No one. Motion: Carried.

Council Member Billings moved to approve an amendment with JEO Consulting to add engineering services for 9th Street between O Street and P Street with bidding in the fall. The motion was seconded by Council Member Seitz. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Seitz, Billings, Shawn Clark, Tom Clark, Janssen, and Jeanneret. The following voted "NAY": No one. Motion: Carried.

Council Member Seitz moved to approve the keno lottery sales outlet location for Lanes End LLC at 1818 Central Avenue, authorize the requesting of any additional information necessary and authorize the signing of related documents on behalf of the City. 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": Billings, Shawn Clark, Tom Clark, Janssen, Jeanneret, and Seitz. The following voted "NAY": No one. Motion: Carried.

Council Member Tom Clark moved that Mayor Chris Erickson, Council President Shawn Clark, City Clerk/Treasurer Sherry Heskett, City Administrator/Economic Developer Crystal Dunekacke, Keno Operator Craig Blake and Morgan Jones be designated as authorized signers on the City of Auburn Keno Operating Account (associated with the keno lottery sales outlet location at 1818 Central Avenue) and authorize the execution of necessary forms required by Auburn State Bank (official depository). The motion was seconded by Council Member Seitz. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Shawn Clark, Tom Clark, Janssen, Jeanneret, Seitz, and Billings. The following voted "NAY": No one. Motion: Carried.

Following discussion, Council Member Billings moved to approve agreement with Charlesworth Consulting for insurance proposal specifications. The motion was seconded by Council Member Tom Clark. Upon roll call vote: 5 yeas, 1 nay, and 0 absent. The following Council Members voted "YEA": Tom Clark, Janssen, Seitz, Billings, and Shawn Clark. The following voted "NAY": Jeanneret. Motion: Carried.

Council Member Billings moved to approve agreement with SENDD for construction management for the 2022 DTR grant. The motion was seconded by Council Member Janssen. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following Council Members voted "YEA": Janssen, Jeanneret, Seitz, Billings, Shawn Clark, and Tom Clark. The following voted "NAY": No one. Motion: Carried.

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

Discussion was held regarding Agenda Item I-1 Ordinance No. 04-23 AN ORDINANCE OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA, DEFINING & REGULATING THE USE OF SHIPPING CONTAINERS WITHIN THE ZONING JURISDICTION OF THE CITY OF AUBURN, NE: PROVIDING A PENALTY PROVISION; PROVIDING A CONFLICT RESOLUTION CLAUSE; PROVIDING FOR SEVERABILITY; & PROVIDING PUBLICATION AND AN EFFECTIVE DATE FOR THE ORDINANCE. The proposed ordinance was not introduced and no motions were made.

Discussion was held regarding Agenda Item I-2 Ordinance No. 05-23 AN ORDINANCE OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA REGULATING VACANT BUILDINGS; ESTABLISHING MONETARY PENALTIES; SETTING DEFINITIONS & PROCEDURES; PROVIDING A CONFLICT RESOLUTION CLAUSE; PROVIDING FOR SEVERABILITY; & PROVIDING PUBLICATION & AN EFFECTIVE DATE FOR THE ORDINANCE. Proposed Ordinance No. 05-23 was presented for consideration. The Mayor announced that the introduction of the proposed Ordinance was in order for First Reading. Council Member Billings moved that these proceedings be kept in a separate and distinct volume known as the "Ordinance Record of the City of Auburn, Nemaha County, Nebraska", and that said volume be made part of these proceedings the same as though it were spread at large herein, which motion was seconded by Council Member Tom Clark. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following voted "YEA": Jeanneret, Seitz, Billings, Shawn Clark, Tom Clark, and Janssen. The following voted "NAY": No one. Motion: Carried.

ORDINANCE NO. 05-23

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

First Reading

Council Member Billings introduced and read Ordinance No. 05-23. Council Member Billings moved that Ordinance No. 05-23 be approved on its first reading and its title agreed to. The motion was seconded by Council Member Seitz. Upon roll call vote: 6 yeas, 0 nays, and 0 absent. The following voted "YEA": Seitz, Billings, Shawn Clark, Tom Clark, Janssen, and Jeanneret. The following voted "NAY": No one. Motion carried and Ordinance No. 05-23 was approved on its first reading and its title agreed to.

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 2023 was also provided.

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

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

Mayor Erickson declared the meeting adjourned.

Chris Erickson, 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 City Council on May 8, 2023; that all of the subjects included in the foregoing proceedings were contained in the agenda for this meeting kept continually current and readily available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of the meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act is posted on the North wall of the City Council Chambers by the entrance door.

Sherry Heskett, City Clerk

TREASURER'S REPORT
CALENDAR 5/2023, FISCAL 8/2022

AGENDA ITEM NO D-2

ACCOUNT TITLE	LAST REPORT ON HAND	RECEIVED	DISBURSED	BALANCE
GENERAL CHECKING	2,460,425.00	303,160.75	162,771.89	2,600,813.86
AM RESCUE ACT FUND CHECKING	588,307.26			588,307.26
STREET CHECKING	659,776.75	49,928.01	32,606.61	677,098.15
STREET BOND/WARRANT CHECKING	20,238.48			20,238.48
TOTAL CHECKING:	3,728,747.49	353,088.76	195,378.50	3,886,457.75
TOTAL FIRE DEPT SINKING	125,507.60	.00	.00	125,507.60
TOTAL KENO RESERVE MMA:	38,950.40	1,046.22	.00	39,996.62
TOTOL KENO CHECKING	22,042.02	563.50	.00	22,605.52
TOTAL CDBG CHECKING	7,060.95	1,125.00	1,125.00	7,060.95
TOTAL CDBG DTR REUSE	88,298.21	1,079.35	1,125.00	88,252.56
TOTAL CDBG HD SAVINGS:	8,590.56	214.96	.00	8,805.52
TOTAL CRA CHECKING	980,307.04	54,515.80	5,725.50	1,029,097.34
TOTAL CITY REC CHECKING	64,543.12	.00	.00	64,543.12
GENERAL CD	101,731.65			101,731.65
TOTAL C.D.'S:	101,731.65	.00	.00	101,731.65
TOTAL CASH ON HAND:	5,165,779.04	411,633.59	203,354.00	5,374,058.63

AGENDA ITEM NO D-4

APPLICATION FOR MEMBERSHIP

Auburn Volunteer Fire Department

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

Name SAMUEL ACKERMAN Occupation Auburn Star Theater

Address 1420 13th Street, Auburn NE Business Address 1221 J St, Auburn NE

Home Phone 402-274-1332 Cell Phone 308-470-0171 Work Phone 402-274-4016

Birth Date Married ____ Single ✓ No. Dependents 0

Drivers License # Formal Education Freshman College

E-Mail address Same

Fire Fighter or EMT certifications None

Physical Ailments or Disabilities NA

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 Auburn Star Theater

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

Present working hours 15 hrs

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

Signature ____ Print Name Andy Behrends Date 4/11/23

Signature ____ Print Name Derek Behling Date 4-11-23

Signature ____ Print Name MIKAH BOGDANOFF Date 4/11/23

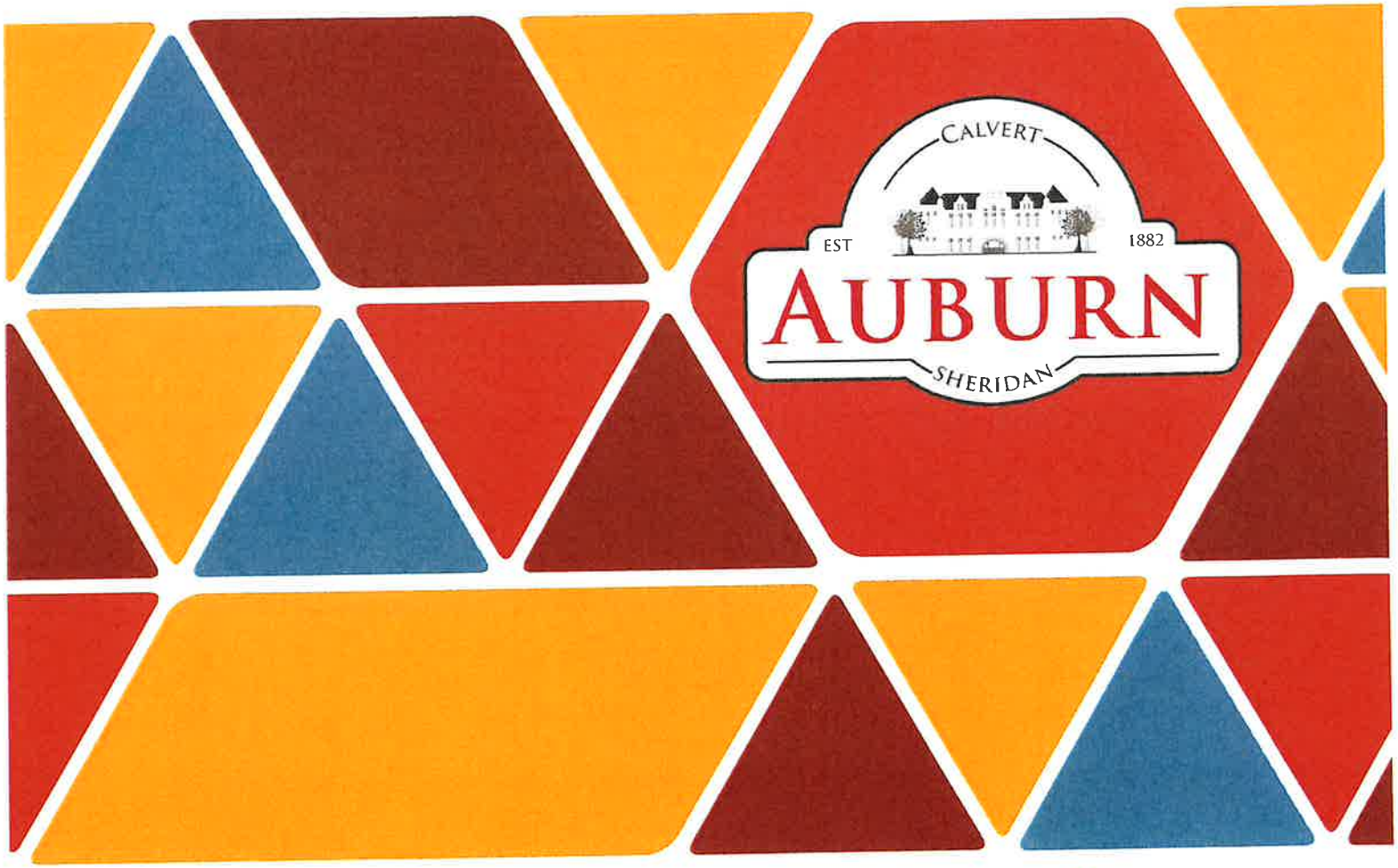
I, the undersigned have made application for membership in the Auburn Volunteer Fire Department, and agree to attend at least Five (5) of the Six (6) meetings after being appointed to the Department by the membership. If I do not attend the meetings as required during the first Six (6) months, my membership 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 Samuel Ackerman Date 4/11/23

AGENDA ITEM
NO
D-5

Auburn

HOUSING STUDY



Auburn, Nebraska
May, 2023

ISO 20121:2012 © IQNet

Community Profile 2

Existing Housing Analysis 5

Community Engagement 14

Projections 18

Implementation 21

Executive Summary

Auburn is located in Nemaha County, Nebraska at the intersection of Highways 75 and 136. Interstate 29 (north-south) is 13 miles east of Auburn and Interstate 80 (east-west) is 65 miles north. U.S. Highway 2 (east-west), a four-lane highway, is 20 miles north. As of the 2020 Census, the population of the City of Auburn was 3,470.

Study Process

This plan is an update to the Auburn Housing Study that was developed in conjunction with an update to the city's Comprehensive Plan in 2019. Within the context of the previous study's planning process, public participation involved a series of focus group meetings, an on-line public forum, and engaging select stakeholder in housing, community and economic development to discuss housing needs and opportunities in Auburn.

PROFILE: The first step in this study is to update a community profile for Auburn. The profile is an understanding and analysis of Auburn, its residents, and its existing housing stock. The purpose of the profile is to understand who the residents of Auburn are and what their future needs may be. This analysis also carries over to identify a potential market for future residents of the community and examining the appropriate housing options to attract population growth.

ENGAGEMENT: The engagement step is a critical component of the planning process. Citizen participation is of the utmost importance in identifying the strengths, weaknesses, opportunities, and threats (SWOT) for the housing development in the community. The residents, workforce, and business leaders of Auburn have the most intimate understanding of the issues facing the community and housing stock. A group of community stakeholders were asked to be a part of the Auburn Housing Committee as part of this update. Their perspectives represented the needs of citizens, businesses, and interested housing and real estate organizations.

PROJECTIONS: The third step in the planning process includes projecting future housing needs and demands. Utilizing socioeconomic data and establishing trends of the existing population, a forecasted population base and housing demand are developed. These projections are designed to assist community leaders and private concerns in policy and investment decisions.

STAKEHOLDER INPUT: In conjunction with highlighted community data, stakeholder input is utilized in the final step of the planning process. An implementation plan that complements the recommendations of the Comprehensive Plan was developed based on input gained throughout the planning process, targeted opportunities, and projects that were not addressed since the adoption of the last 2019 Auburn Housing Study. This community action plan is created with strategies for addressing issues that may currently prohibit housing development in the community.

Community Profile

Population

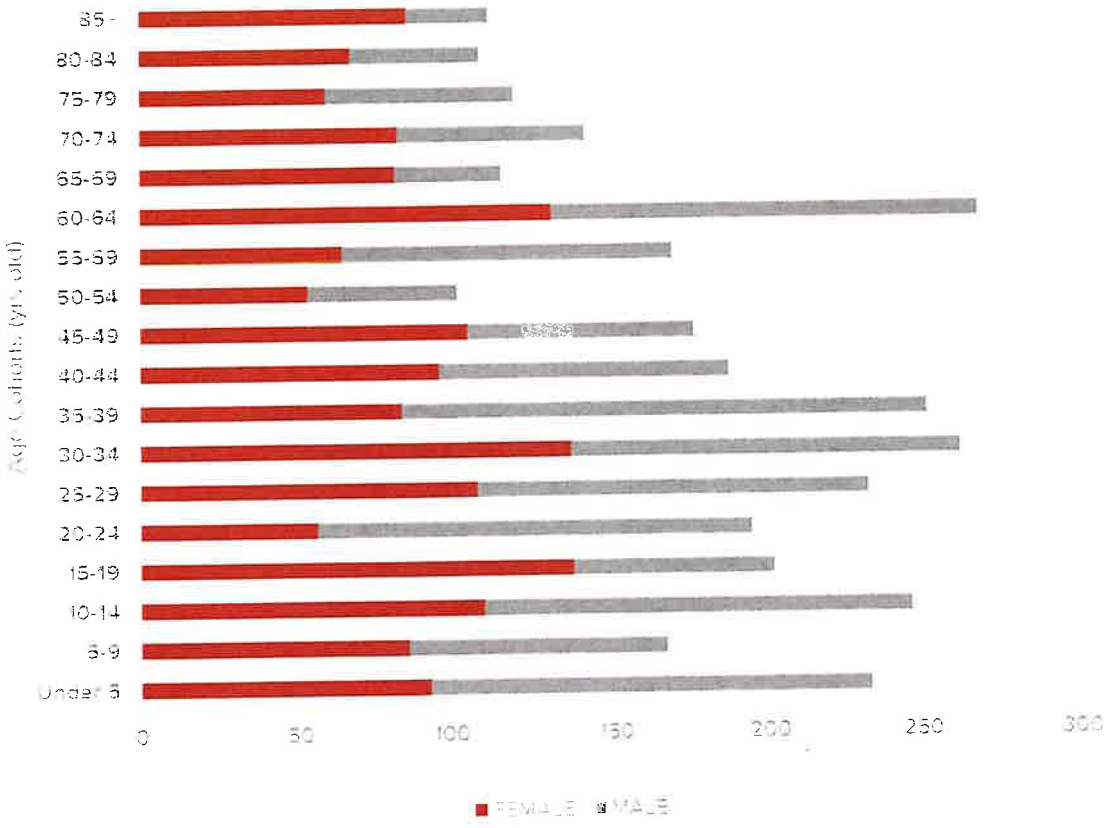
Population trends allow a community to understand how it's grown. The relationship between a community's recent growth with how it's historically grown is an important facet of population projections. More recent trends influence immediate needs and future decisions. The relationship between historic growth and recent trends assist in long-term decision making.

Figure 1. Historic Growth

Source: 2020: DECENNIAL CENSUS (P1)

Growth trends are used to calculate future population growth of the community. The goal of this update is to identify strategies to develop housing that will accommodate and facilitate growth trends, while managing the rate of growth at an appropriate level.

Figure 2. Age Cohort



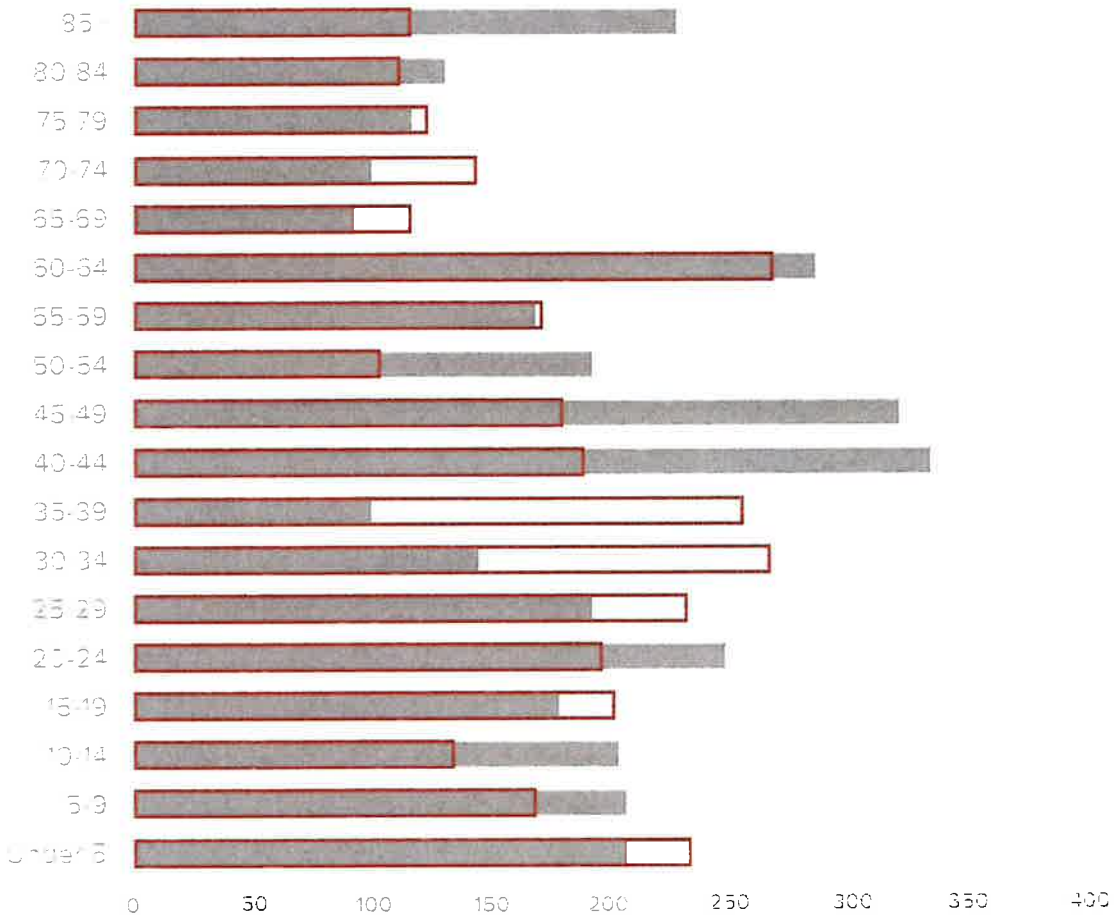
Source: 2020: ACS 5-YEAR ESTIMATES (S0101)

Age structure analysis provides a snapshot of the current population of a community by its respective age cohorts and gender. It also serves as a baseline for future population projections by allowing the viewer to track age groups through time compared with area birth, mortality and migration rate trends.

The largest segment of the population is in the retirement age cohort (60-64) and peak child-bearing age groups (30-39). Services such as childcare facilities and the local school district will need to be expanded to accommodate the current population and potential growth as a result. Additionally, in the last five years, Auburn has seen significant growth in children under five years of age, supporting the finding that young families are choosing to live and raise their children in Auburn.

Figure 3 also depicts the success Auburn has had in attracting young adults, specifically the 25 to 34 age group. This is another important age group in forecasting Auburn's future needs. This age group is one that generally does have or will soon be starting families and having children. This is also proven by a large portion of the community population falling under the age of five years old. Young adults and families are largely attracted to Auburn by the quality employment opportunities and housing affordability.

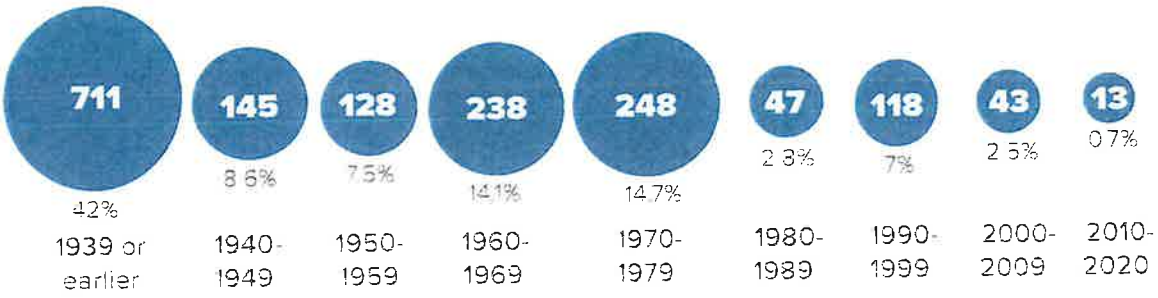
Figure 3. Age Cohort Trends



Source: 2020: ACS 5-YEAR ESTIMATES (S0101)

Since the 2010 US Census, the median age decreased noticably from 42.1 in 2010 to 36.3 in 2020. Population decreases in older ages (80+) and middle ages (40-49) were offset by increases of ages 39 years and younger. Gains in ages 25-39 and 10 and younger are positive indicators of the future. However, a drop in population ages 40-49 years indicates a significant decrease in household wealth from an age group that is at or near its career peak and soon approaching retirement.

Figure 4. Housing Stock Ages - Number of Units per Period



Source: 2020: ACS 5-YEAR ESTIMATES (DP04)

Historically, Auburn's housing development has fluctuated between strong and weak decades of growth. The most recent decade has seen a significant drop in housing growth, failing to keep up with previous trends. Halfway through the current decade, housing development accounted for less than 10% of the previous decade's total. Furthermore, over 80% of all housing units are over 50 years old with over 40% of all housing units built prior to 1939, or over 80 years ago. While the age of a home is not inherently a negative characteristic, older homes require greater care and improvements to meet the needs of current homebuyers. Auburn's ability to grow its population is contingent upon many factors with quality housing stock near the top of that list.

Figure 5. Housing Trends

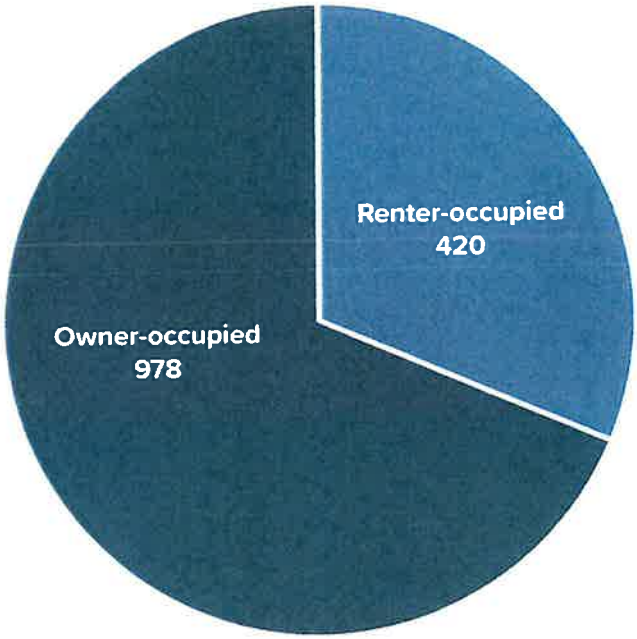
HOUSEHOLDS	1990	2000	2016	2021
Population	3,443	3,350	3,460	3,470
Total Households	1,430	1,479	1,487	1,398
Persons per Households	2.33	2.24	2.26	2.4
Family Households	929	925	910	849
Family Household Percentage	65.0%	62.5%	61.2%	60%
Family Average Size	3.00	2.86	2.87	3.02
Family with own children under 18	455	430	406	431
UNITS	**1990**	**2000**	**2016**	**2021**
Total Housing Units	1,555	1,642	1,721	1,629
Single Family Units	1,215	1,269	1,219	1,139
Duplex/Multiple Family	268	321	396	246
Mobile Home	52	53	90	13
Boat, RV, Van, etc.	20	7	-	-
Occupied Housing Units	1434	1,479	1,487	1,398
Owner-occupied Units	985	1,022	989	978
Renter-occupied Units	446	457	498	420
Vacant Housing Units	124	163	234	231
Owner-occupied vacancy rate	3.0%	2.8%	2.9%	0.9%
Renter-occupied vacancy rate	7.5%	15.1%	10.6%	4.7%

Sources: *1990-2000 US Censuses, Profile of General Population and Housing Characteristics*

**2021 ACS 5-YEAR ESTIMATES, HOUSEHOLDS AND FAMILIES (S1101)*

Although Auburn's population has increased since 2010, total households have decreased. Vacancy rates for owner-occupied units have decreased and are very low at 0.9% indicating the significant need for additional units. Auburn's rental vacancy rate is higher than that of Nemaha County (4.3%) but less than the state of Nebraska (5.4%). However, an ideal number of vacant housing is typically closer to 10% to ensure an available housing stock for new and transitioning residents. This lower vacancy rate indicates there is a limited stock of available housing within the community, for both renter-occupied and owner-occupied housing units.

Figure 6. Occupancy Tenure



TOTAL OCCUPIED HOUSING UNITS 1,398

Source: 2021 ACS 5-YEAR ESTIMATES, Selected Housing Characteristics (DP04)

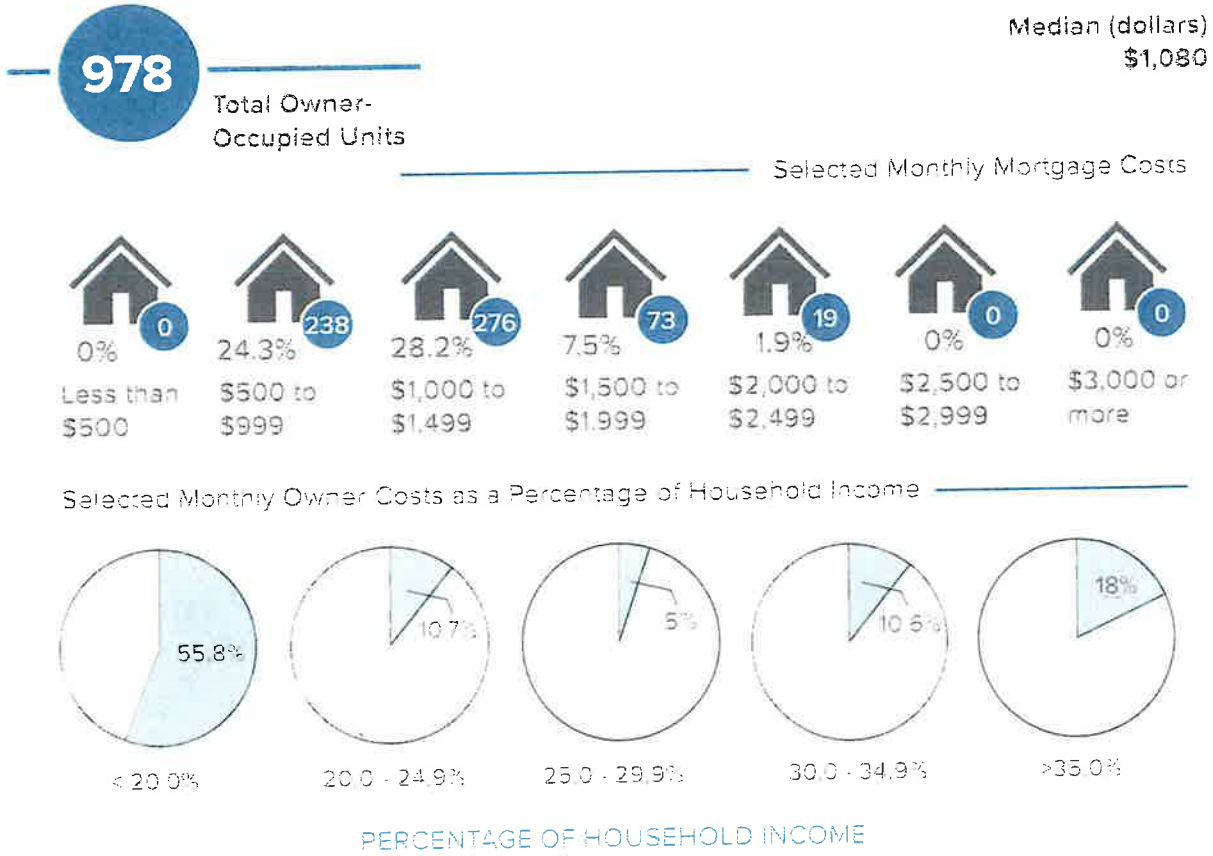
Owner-occupied units make up 70%% of the total housing stock with renter-occupied units claiming the remaining 30%. While a good stock of owner-occupied units can be an asset for community growth, such a high percentage indicates affordability concerns in the local housing market. Rental options can facilitate growth by providing turn-key living arrangements for newcomers to the community and offer an opportunity to save for the transition into homeownership. Rentals also offer the ability to live without the burden of property maintenance and upkeep, which can be important for elderly and young residents.

Income is a major, if not definitive, factor in terms of housing choice. The figure below documents household income levels, distribution, and income source of Auburn residents. According to census estimates, Auburn's median income ($54,048) is lower than the estimated Nebraska median household income of $66,817 in 2020 and 47% of Auburn household income lies below $50,000.

Figure 7. Household Income

Source: 2021: ACS 5-YEAR ESTIMATES, Income in the Past 12 Months (S1901

Figure 8. Homeowner Costs

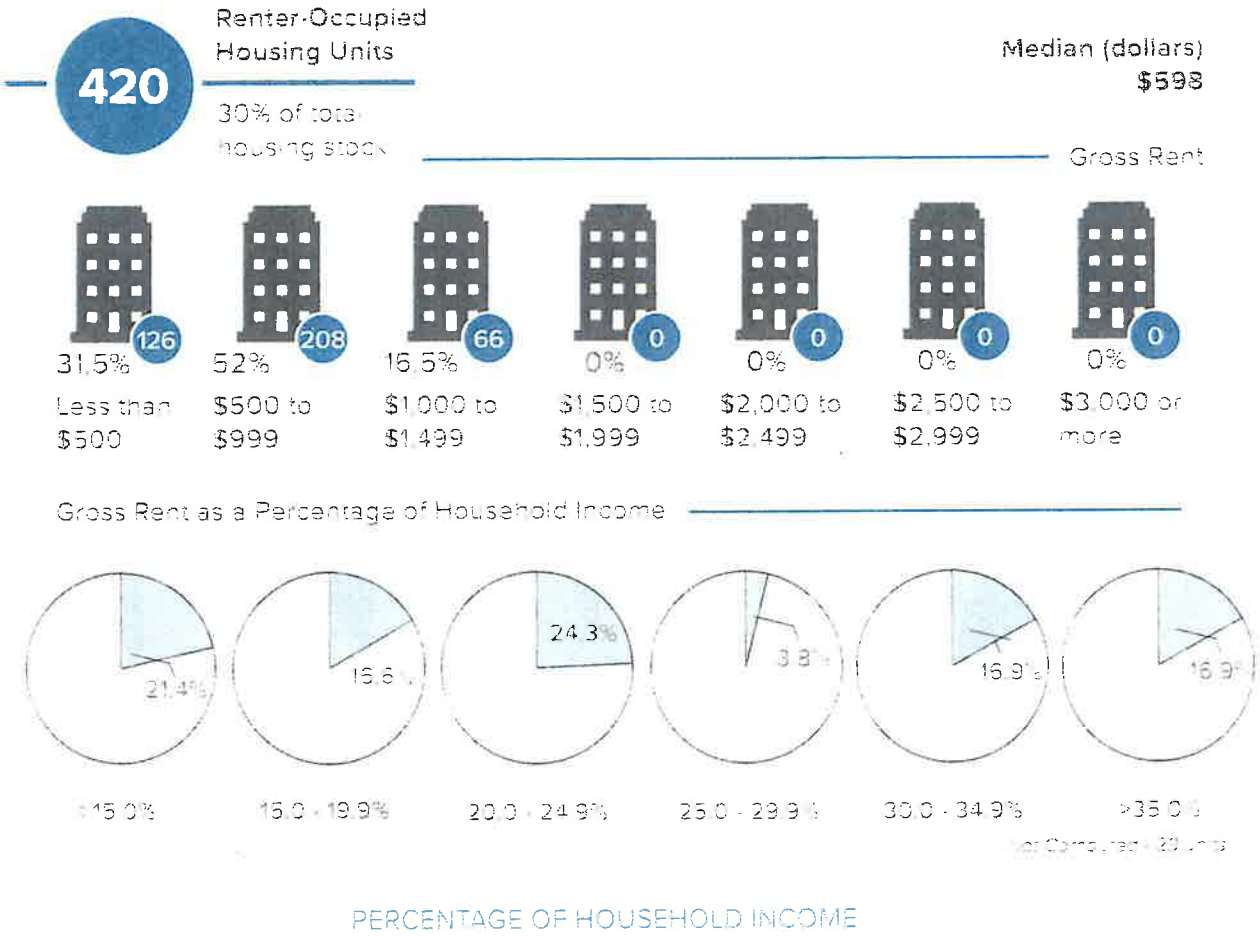


Source: 2021 ACS 5-YEAR ESTIMATES, Selected Housing Characteristics (DP04)

The relationship between income and housing is further explored in Figure 8 above. The U.S. Census defines monthly housing costs as the total cost of owning or renting a home— mortgage or rent, taxes, insurance, and utility costs. A monthly housing cost in excess of 30% of household median income is considered to be a burden to the household.

For owners, the median monthly cost of ownership was $1,080 in 2021. An estimated 28.6% of households have a housing burden, while nearly 67% of households spend less than 25% of their household income on housing costs. A low housing cost provides additional discretionary income that can be applied towards savings, additional investment in the home, or in the local economy. Having such a high percentage of households well below the burden level is a positive economic indicator for the community. This number also suggests a number of household are living "below their means" and could upgrade housing if provided the option.

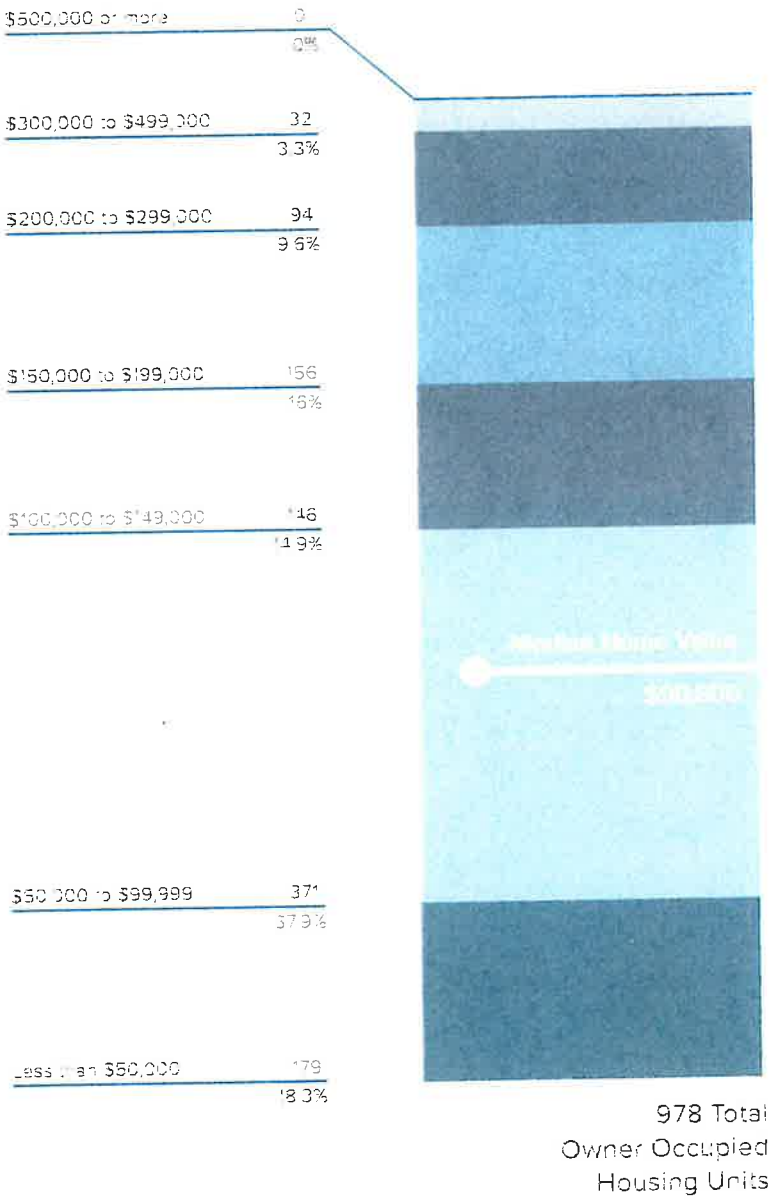
Figure 9. Renter Costs



Source: 2021 ACS 5-YEAR ESTIMATES, Selected Housing Characteristics (DP04)

Much like the previous figure, Figure 9 explores the relationship between income and housing for renters. With a median rent of $598, renters in Auburn experience more difficulty with affordability of housing. An estimated 34% of renters experience a housing burden, with gross rents exceeding 30% of their household median income. With nearly 40% of renters paying less than 20% of their total household income in monthly rent, there is also opportunity for higher-quality rental options with a higher lease rate. However, the required rent for new housing units may be a social value impediment to existing residents that are accustomed to paying a higher percentage of their income towards housing.

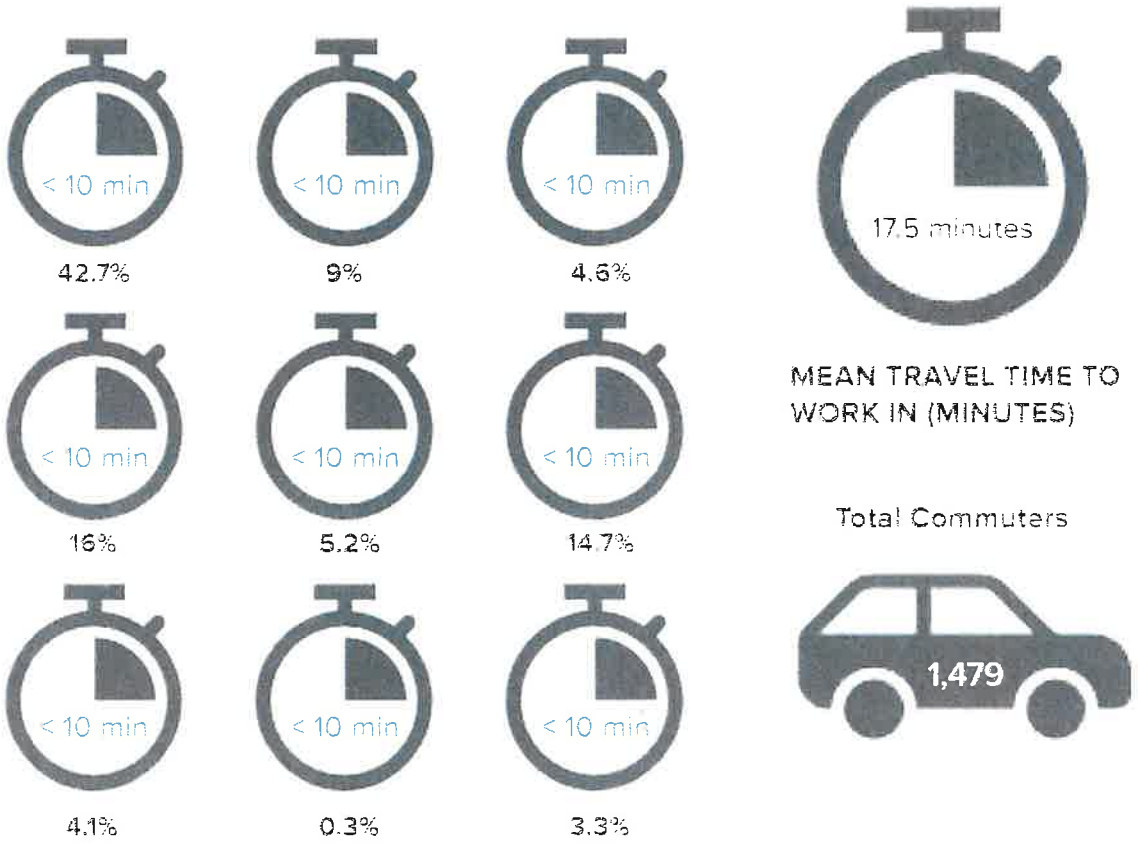
Figure 10. Owner-Occupied Unit Value



Source: 2021 ACS 5-YEAR ESTIMATES, Financial Characteristics for Housing Units with a Mortgage (S2506)

Auburn's median home value of $90,800 is in line with the Nemaha County estimate of $97,200 but lower than that of the statewide estimate of $164,000. Over half of the homes in Auburn (56%) are valued at less than $100,000. New housing investments along with programming to improve the existing housing stock will raise home values in Auburn while providing more housing options for residents.

Figure 11. Commute Times



Source: 2020 ACS 5-YEAR ESTIMATES, Commuting Characteristics By Sex (S0801)

The average commute time for an Auburn resident has decreased 2 minutes, from 19.5 minutes in 2016 to 17.5 minutes in 2020. This change in commuter time could have been impacted by a recent increase in work from home employment as a result of the COVID-19 pandemic. This indicates that a portion of residents are not driving as far for employment. As costs associated with vehicle ownership also continue to increse and work from home becomes a more common employment status, residents may become less likely to travel for work.

Housing Conditions

A field survey of housing conditions was conducted in spring of 2018. Housing units visible from the Right of Way were analyzed on structural integrity utilizing federal Housing and Urban Development guidelines:

Excellent – No improvements needed

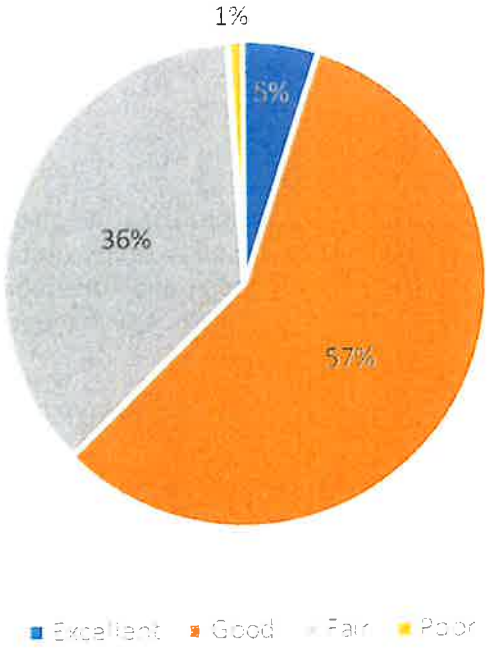
Good – Improvements that a typical homeowner could repair

Fair – Improvements required that would likely be contracted

Poor – Significant structural repairs needed

The analysis generated several observations that affect the housing market in Auburn. The vast majority of properties are rated Good to Fair in condition. Census data shows that nearly half of homes are nearly 60 years old. Local input tells us that many homes need varying amounts work/rehabilitation.

Figure 12. Housing Condition Rating



Community Engagement

The 2019 Auburn Housing Study was conducted simultaneously to the city's update of the Auburn Comprehensive Plan. As such, this update to that 2019 study includes the public participation process of the larger Auburn Comprehensive Plan, as well as feedback from newly interviewed focus groups from industry areas such as real estate, development, construction, and property management. A successful plan must represent the citizen's needs and vision for the future. The over-arching goal of the public participation process is to provide a variety of opportunities for the public to become involved in the decision-making process. Community members are well-informed and have intimate knowledge to make the most of Auburn's potential.

The challenge of building new single family and multi-family housing was one of the most discussed topics. The public as well as key stakeholders believe new housing is needed to retain its current population as well as attract new families. Below are the main themes and ideas regarding housing identified through interviews, focus groups, and public input sessions held in 2018 and during the month of February 2023 as part of this plan update.

Focus Group Meetings

HOUSING & DEVELOPMENT FOCUS GROUP - 2018

Realtors, senior housing managers, and economic development professionals made up this group of participants. Their experience with Auburn real estate market allows them to speak with authority on the topic of housing needs on behalf of the community.

HOUSING & DEVELOPMENT FOCUS GROUP - 2023

Representatives from four primary industry groups were asked to attend a focus group conversation as part of the update to this study. These industry groups included representatives from local real estate firms, private developer companies, property managers, and construction companies. Two focus group conversations were offered, with real estate agents and property managers attending one and construction and developer companies attending the other.

The following is a summary of both the 2018 and 2023 focus group conversations.

Current Strengths/Assets:

- Sufficient number of apartments
- Lots of senior living options
- Sufficient low to moderate income housing

Barriers/Challenges:

- Affordability of buying or building - average salary does not support average home cost
- Single family rental units are typically in poor condition
- Insufficient inventory of homes within the $175,000 - $200,000 range - these sell quickly

- Running out of available, shovel-ready lots to build on
- Challenge of property transition to open up suitable housing for new buyers

Suggested Strategies to Remove Barriers

- Continue to be active with nuisance abatement
- City support renovation/construction of multi-family - duplex or fourplex (2 bedrooms per unit)
- Create/continue existing programs to assist owner-occupied rehab, first-time home owners, and/or to incentivize new housing
- Downtown living - lots of upper story units available for investment

Housing Needs

- Housing for young families
- Workforce housing
- Additional senior living units that are independent living - assists in opening up existing homes to buyers
- Program to support housing rehabilitation

Public Open House

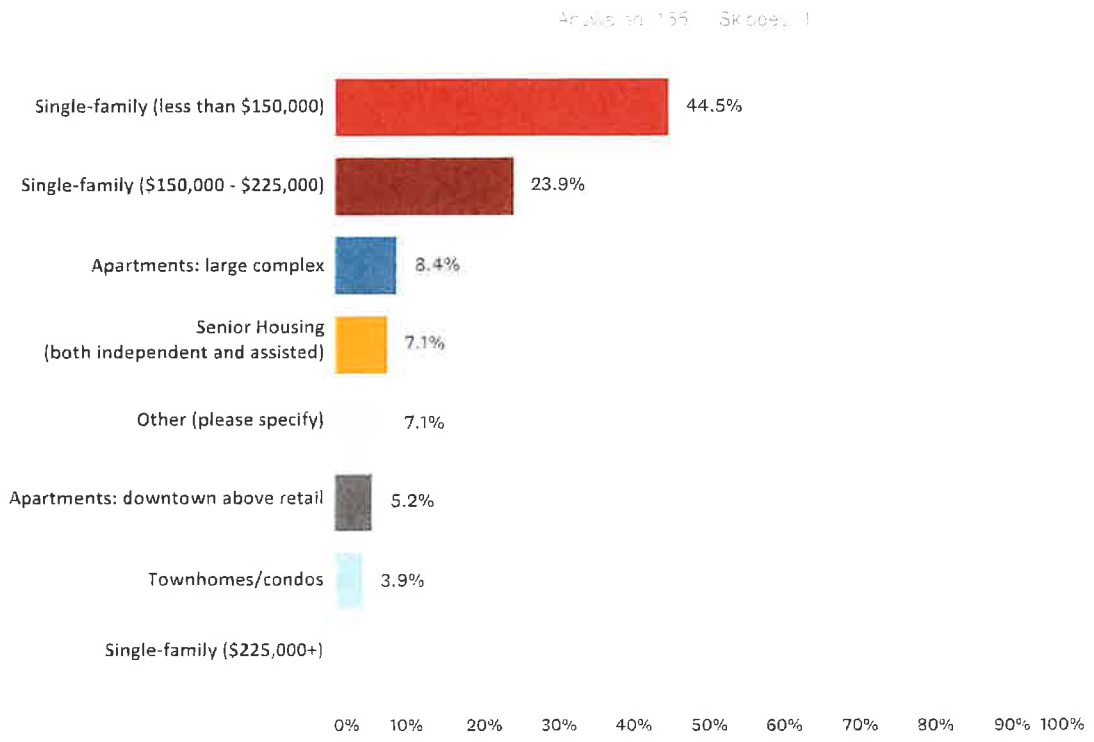
The following input was collected during the public open house meetings held during the planning process for the 2019 Comprehensive Plan regarding housing and development:

- Improved housing affordability and availability
- Improve dilapidated housing
- Terrace Heights is a great community for seniors

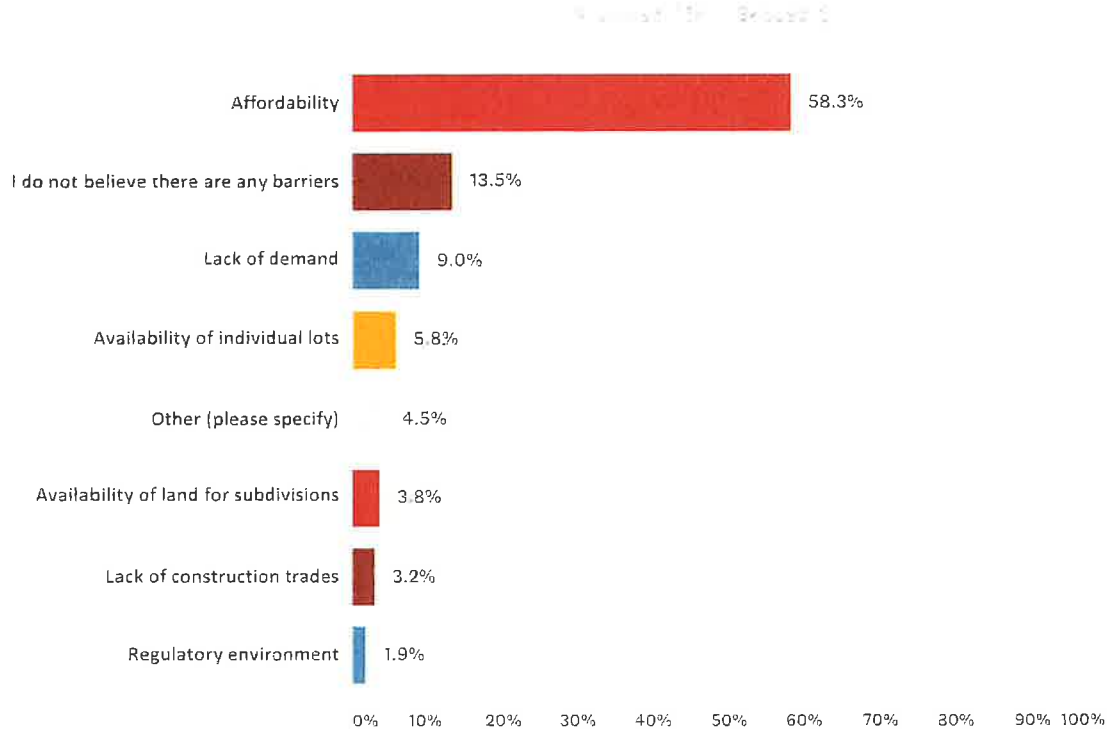
Community Survey

The community survey was first made available as part of the public open house meetings in 2018. Residents could complete a printed survey or go online over a two-week public input period. The following section highlights some main themes collected from the survey. See Appendix A for the complete survey findings.

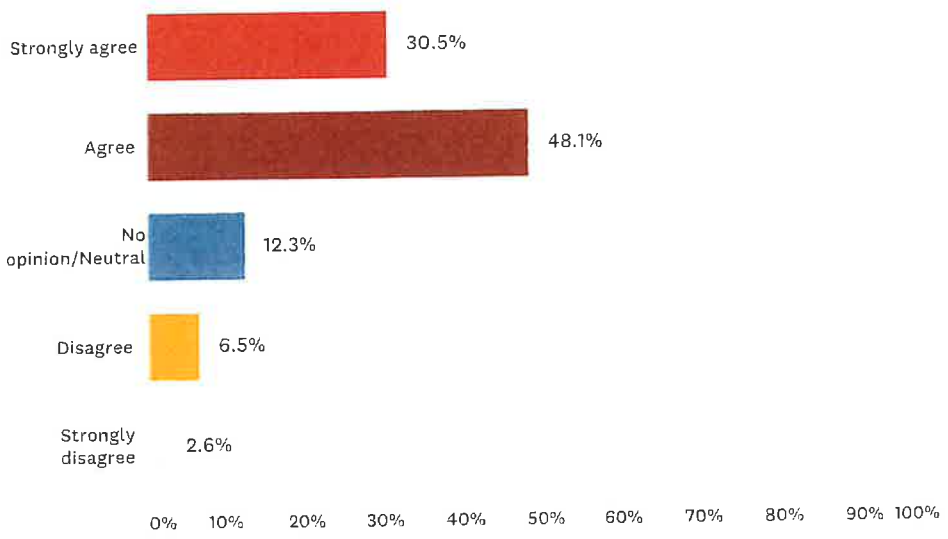
Q2: WHAT TYPE OF HOUSING IS MOST NEEDED IN AUBURN?



Q3: WHAT ARE THE PERCEIVED BARRIERS TO NEW HOME CONSTRUCTION?



Q8: THE CITY SHOULD PLAY A ROLE IN HOUSING DEVELOPMENT IN AUBURN.



Magic Wand Question

As part of the public survey conducted in 2018, residents were asked, "If you had a magic wand and could fix or change one thing in Auburn for the betterment of the community, what would it be and why?"

Below is a small selection of the themes that emerged from these comments:

- Affordable housing options for workforce and entry-level
- Emphasize new housing targeted at attracting/retaining young families
- Improve dilapidated housing

Projections

Population Projections

Auburn's growth projection is primarily based on an Age Cohort Survival Projection. Auburn has been growing at an average growth rate of 0.03%. This is based on data sets that record birth, death, migration, and fertility rates for the community.

The following projections estimate future popultions the community can expect in the next 25 years based on 2021 data sets. Auburn's ability to grow is hihgly contingent on its ability to provide adequate housing opportunities for its residents and future homebuyers.

Figure 13. Population Projection - Age Cohort Analysis

	U.S. Census	Forecast				
	2020	2025	2030	2035	2040	2045
Projected Population	3,470	3,519	3,613	3,705	3,784	3,870
Population Change	-	49	94	92	79	86
% Change	-	1.4%	2.7%	2.5%	2.1%	2.3%

Source: 2021 ACS 5-YEAR ESTIMATES

Housing Projections

The demand for number of units, both owner-occupied and renter-occupied, is calculated based off the current occupancy rate for each tenure. Census estimates that 70% of Auburn residents lived in homes they owned, while 30% of residents rented their home.

This ratio was utilized to estimate the projected population of owners and renters based off the projected population described earlier in this chapter. These population numbers were further divided by the average household size of both owner occupied and renter occupied units. This number equates to the total number of owner and renter housing unites required to house the estimated future population.

Figure 14. Housing Need Projections

	2020*	2025	2030	2035	2040	2045
Owner Population	2,429	2,463	2,529	2,594	2,649	2,709
Renter Population	1,041	1,056	1,140	1,112	1,135	1,161
Owner Units	978	1,071	1,084	1,128	1,152	1,178
Renter Units	419	459	471	483	494	505

Source: 2021 ACS 5-YEAR ESTIMATES, Total Population in Occupied Housing Units By Tenure

Figure 15. Housing Needs by Value - Owner-Occupied

Annual Household Income	# of Households	Auburn Home Values	Housing Supply	Surplus/Deficit
Less than $25,000	324	Less than $50,000	179	-145
$25,000 to $49,999	**336**	**$50,000 to $99,999**	**371**	35
$50,000 to $74,999	249	$100,000 to $149,999	146	-103
$75,000 to $99,999	**150**	**$150,000 to $199,999**	**156**	6
$100,000 to $149,999	207	$200,000 to $299,999	94	-113
$150,000 or More	**132**	**$300,000 or More**	**32**	-100

Source: 2021 ACS 5-YEAR ESTIMATES, Selected Housing Characteristics (DP04), 2021: ACS 5-YEAR ESTIMATES, Income in the Past 12 Months (S1901)

Figure 16. Housing Needs by Value - Renter Occupied

Annual Household Income	# of Households	Auburn Monthly Renter Costs	Housing Supply	Surplus/Deficit
Less than $10,000	9	Less than $500	126	117
$10,000 to $24,999	**70**	**$500 to $999**	**208**	138
$35,000 to $49,999	30	$1,000 to $1,499	66	36
$50,000 to $74,999	**50**	**$1,500 to $1,999**	**0**	-50
$75,000 to $99,999	80	$2,000 to $2,499	0	-80
$100,000 to $149,999	**33**	**$2,500 to $2,999**	**0**	-33
$150,000 or More	**41**	**$3,000 or More**	**0**	-41

Source: 2021 ACS 5-YEAR ESTIMATES, Selected Housing Characteristics (DP04), 2021: ACS 5-YEAR ESTIMATES, Income in the Past 12 Months (S1901)

Rental Occupied Notes:

- Data shows there is income to support such high-end rentals, but it is unknown/unlikely many of these households would be willing to pay these high rents ($1,500 and higher) given other available housing options.
- Available units costing $1,500 - $2,000 or more are also likely long term care/nursing home.

Housing Demand by Income

The aggregate market for housing is comprised of sub-markets, each defined by tenure and price ranges, as well as by owner and renter occupied. To analyze conditions in each sub-market, the demand for housing (measured by the number of households), is compared with the supply of housing (measured by the number of owner-occupied units). This model assumes that those renting would move into ownership for a unit of appropriate value.

The households in a market can be categorized into groups according to the household's income. Similarly, homes can be divided into corresponding categories to each income group based on trends and recommended price points of affordability. According to the 2016 American Community Survey, the majority of home owners in Auburn have homes valued at around 200% of their annual household income.

The number of households in each income category is compared to the number of homes in each corresponding value category. Where there are more homes than household, a surplus exists; where there are more households than homes, a deficit exists. Categories of relatively high deficits should be prioritized for immediate development.

Implementation

Vision Implementation Plan

Implementation refers to the objectives, policies, and actions that have been identified to carry out the vision of this study. It includes actions designed to improve the long-range planning process, strengthen links between the plan and budgeting, establish a process reporting system to monitor the progress and schedule for updating and amending the plan in the future. The successful utilization of this study is contingent on the implementation of the goals and objectives identified in this section. It is up to the community stakeholders in Auburn to champion these projects and initiatives. The goals, policies, and actions steps included in this chapter were identified by city leaders and the Auburn Housing Committee during a planning session in December 2022. Some projects and initiatives are also carried over from the previous Auburn Housing Study.

GOALS

- Encourage homeowners to move up in housing type to allow new homeowners to enter the market.
- Develop housing stock that encourages aging in place.
- Promote a broad range of housing choices for prospective homebuyers.
- Ensure the existing housing stock is well-maintained.

POLICIES

- Promote market rate housing for entry level professionals and young families.
- Update existing zoning and regulatory policies that may limit housing options for current and prospective residents.
- Ensure that Auburn provides diverse housing type options in relation to lot size, price point, density, and type for residential development.
- Continue to improve substandard properties by providing property-owners with incentives to clean-up and rehabilitate deteriorated areas.
- Encourage residential development that takes advantage of existing infrastructure and/or areas where utilities can be extended in a cost-effective, environmentally-friendly manner.
- Fill the missing middle gap that currently limits homeowners from moving up in housing.
- Adopt pre-approved house blueprints to stimulate construction on infill lots.
- Invest in infill opportunities to promote diverse housing options that better suit current trends and modern needs.

ACTION STEPS

- Support public/private partnerships to help purchase property for residential housing development.
- Prepare an inventory of available infill properties and the desired housing types and size for each.
- Education and outreach on available programming and opportunities.
- Work with non-profit organizations to create volunteer opportunities to improve local properties at no cost to homeowners.
- Update zoning code to accommodate diverse housing options.

Collaborating Partners

Implementation of the plan involves the actions and decisions of governmental and non-governmental entities. The success of the Comprehensive Plan's vision is dependent on the city's ability to identity these partners and maintain on-going communication and coordination. The following is a list of potential collaborating partners:

- City of Auburn – all departments, commission, and agencies
- Local real estate agents
- Major employers
- Chamber of Commerce
- Auburn Development Council
- Southeast Nebraska Economic Development District
- Local banks

Potential Funding Resources

Funding is an essential component to implementation of the plan. The following is a list of potential funding resources:

- Statutorily-authorized programs
- Private donations/foundations
- Nebraska Department of Economic Development
- USDA – Rural Development
- Nebraska Investment Finance Authority

Recommendations

This section seeks to expand upon the Vision Implementation Plan and the Auburn Comprehensive Plan. Special needs, policies, and projects were identified in the public participation process, and discussions with the City, Planning Commission, and other community stakeholders. This section will explore that input with guidance for addressing special topics relating to Auburn's housing needs.

Affordable Housing & Diverse Housing Types

Affordable housing has proven to be a struggle for many communities in recent years. Due to factors such as land costs, cost of construction labor and materials, availability of local developers and contractors, etc.; the cost of housing construction is such that it is difficult to develop new single family residential units at prices available to low-to-moderate income consumers. There are a number of strategies to support quality housing opportunities at prices around $175,000 to $250,000. The consensus being that this price range would facilitate the most growth among young professionals and families, helping stimulate additional growth in Auburn. Efforts to promote more affordable housing options are even more crucial today considering the recent growth in young families Auburn has seen since the last Housing Study was adopted in 2019.

A diverse offering of housing types will help to support the growing population needs of Auburn as well as provide a healthy mix to the market in the southeast Nebraska region. There are varying housing types that have not been developed in Auburn that could satisfy a need for affordability as well as modern amenities that younger individuals and familes are looking for today. Below are some examples of affordable and modern housing types that should be considered for future development in Auburn.

Duplex: Side-by-Side

Duplex: Stacked

Fourplex: Stacked

Courtyard Building

Cottage Court

Townhouse

Multiplex: Medium

Triplex: Stacked

Live-Work

Photo courtesy:
MissingMiddleHousing.com/types (2023)

Incentives

Auburn's household income allows it accessibility to state and federal grant programs directed at housing development and policies. Increasingly more housing grants or loan programs for housing development or rehabilitation are made available to low and state-median income households. The Nebraska Investment Finance Authority (NIFA) and the Nebraska Department of Economic Development (DED) both offer a number of housing incentive programs available for home-ownership and rental opportunities. It is important to maintain relationships and an awareness of these programs to better utilize and promote them.

Not only should these programs be accessed by the City as direct developers, but many of the programs are available directly to private developers to encourage affordable housing development. Integrating mixed-income neighborhoods throughout the community was established as a priority in the Auburn Comprehensive Plan. By facilitating the use of these resources for private development, Auburn can encourage affordable housing throughout market-rate developments. Identifying opportunities for infill development should play a considerable role in this effort.

Tax Increment Financing (TIF) is a local redevelopment tool that can be an effective incentive for prioritized housing needs. TIF utilizes the incremental tax increase generated by a redevelopment project to finance the improvements needed to create the project. By placing guidelines on the utilization of TIF towards special housing needs (affordable housing, senior housing, rentals, etc.), the City can encourage the private sector to invest in housing areas that wouldn't otherwise be feasible or profitable. It is recommended that the City develop and adopt TIF guidelines that promote its use in the entire community, but specifically for specialized housing projects.

Policies

The strict application of zoning regulations can often be a barrier towards the development of a diverse housing stock. The separation of uses and developments can discourage the mixed-use districts and mixed-income neighborhoods that foster affordable housing. Auburn has been taking measures to review existing regulations to ensure that they not only accommodate a diverse housing stock, but encourage it throughout the community. One example of this is the recent transition of nuissance and code enforcement to exist within city hall rather than working with external contractors. This will allow the City to create and enforce more uniform code around zoning and nuissance policies in the community.

The Auburn Planning Commission should facilitate discussions with property owners, potential developers, and members of the Auburn Housing Committee. This is a pro-active approach and it is recommended these types of discussions are held on a regular basis. Auburn should consider an annual Housing Workshop, where area stakeholders can meet with City leadership and policy makers to have a programmed discussion of housing topics, issues, and opportunities.

Figures 15 and 16 (page 19) depicts the forecasted need for housing based on current tenure trends in Auburn. By balancing the development of rental opportunities with ownership housing units, Auburn can facilitate transitional housing, and more affordable housing options for families, young professionals, and seniors. The Future Land Use Plan of the Auburn Comprehensive Plan provides opportunities for multi-family development in key transportation corridors. Auburn should encourage higher-density multi-family developments in the Medium Density Residential and Mixed-Use land uses. These areas were identified based on their high level of transportation access and to provide adequate buffers from more intensive commercial developments towards lower density residential uses.

The majority of the housing stock in Auburn was built prior to 1939. It is important that the community take measures to protect and enhance its existing housing stock. In lieu of direct affordable housing development, maintaining an adequate base of its older housing can be an effective manner of providing affordable housing options in Auburn. The City continues to support its Owner-Occupied Rehabilitation Program that incentivizes homeowners to invest in their home, which ultimately helps to maintain and improve Auburn's existing housing stock. Further education about this program is encouraged for the City in order to help homeowners take advantage of this opportunity. Beyond outside financial incentives (NIFA, DED), there are a number of direct-to-homeowner incentives that Auburn can help promote. Successful rehabilitation efforts for the existing Auburn housing stock will likely hinge on the removal of residential areas from the 100-year floodplain.

Between power rebates and tax credits/deductions for energy efficiency improvements, Auburn can develop and distribute marketing material to help homeowners navigate their options.

Home improvements do not solely have to be encouraged with financial incentives. Making resources available to homeowners willing to invest in their properties can encourage improvements to the housing stock. Community clean-up days that provide drop-offs or pick-up of building materials and clutter can help facilitate improvements and maintenance of Auburn homes.

Attracting and promoting local construction contractors can help reduce the cost of transporting skilled labor from outside of Auburn. The city should utilize the Commercial and Industrial land uses established in the Comprehensive Plan Future Land Use Plan to attract skilled professions to the community.

Conclusion

A community should seek to study their housing stock approximately every three to five years in order to maintain accurate information, as well as maintain current trends and projections. With the pace of Auburn's growth and upcoming housing developments, the City should look to the release of the 2030 Decennial Census as a target date for a new housing study. The new Census datasets will provide the community and its leaders the most current and accurate demographic, housing, and economic data.

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: 5/06/2023- 5/31/2023

AGENDA ITEM NO E-1

VENDOR NAME	REFERENCE	VENDOR TOTAL
GENERAL FUND		
AFLAC	AFLAC WH	73.80
BLUE CROSS-BLUE SHIELD	HEALTH INSURANCE	3,001.90
CAPITAL BUSINESS SYSTEMS INC	COPIER LEASE/SUPPLIES	341.87
FIRST CONCORD BENEFITS GROUP	ADMIN CASH IN LIEU	13.95
MICROFILM IMAGING SYSTEMS INC	EQUIPMENT RENTAL	138.00
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	40.00
MUTUAL OF OMAHA	LIFE INSURANCE	50.00
REGION V SERVICES	CLEANING SERVICE	125.00
CHARTER COMMUNICATIONS	PHONE ACCT	25.62
US CELLULAR	CELL PHONE ACCT	115.56
WINDSTREAM NEBRASKA INC	PHONE ACCT	16.22
	TOTAL	3,941.92
FIRE DEPARTMENT		
BLACK HILLS ENERGY	GAS BILL ACCT	198.55
REGION V SERVICES	CLEANING SERVICE	50.00
CHARTER COMMUNICATIONS	PHONE ACCT	114.55
	FIRE DEPARTMENT TOTAL	363.10
PARK DEPARTMENT		
REGION V SERVICES	CLEANING SERVICE	280.00
	PARK DEPARTMENT TOTAL	280.00
SR. CENTER DEPARTMENT		
BLACK HILLS ENERGY	GAS BILL ACCT	75.72
REGION V SERVICES	CLEANING SERVICE	200.00
	SR. CENTER DEPARTMENT TOTAL	275.72
LIBRARY DEPARTMENT		
BLUE CROSS-BLUE SHIELD	HEALTH INSURANCE	1,072.11
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	12.00
MUTUAL OF OMAHA	LIFE INSURANCE	7.20
WINDSTREAM NEBRASKA INC	PHONE ACCT	122.17
	LIBRARY DEPARTMENT TOTAL	1,213.48
POOL DEPARTMENT		
BLACK HILLS ENERGY	GAS BILL ACCT	38.60
NE DEPT. OF REVENUE	SALES AND USE TAX	158.07
CHARTER COMMUNICATIONS	PHONE ACCT	137.97
	POOL DEPARTMENT TOTAL	334.64
	GENERAL FUND TOTAL	6,408.86

CLAIMS REPORT

Check Range: 5/06/2023- 5/31/2023

VENDOR NAME	REFERENCE	VENDOR TOTAL
STREET FUND		
BLACK HILLS ENERGY	GAS BILL ACCT	48.84
BLUE CROSS-BLUE SHIELD	HEALTH INSURANCE	3,001.90
JACKSON SERVICES INC	UNIFORM SERVICE	268.19
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	36.00
MUTUAL OF OMAHA	LIFE INSURANCE	36.08
REGION V SERVICES	CLEANING SERVICE	39.38
CHARTER COMMUNICATIONS	PHONE ACCT	32.12
US CELLULAR	CELL PHONE ACCT	57.78
	TOTAL	3,520.29
	STREET FUND TOTAL	3,520.29
CDBG GRANT FUND		
REUSE DTR		
RYAN & SUNSHINE TAYLOR	CDBG REUSE DTR PROGRAM PROJ	1,125.00
	REUSE DTR TOTAL	1,125.00
	CDBG GRANT FUND TOTAL	1,125.00
COMM REDEVELOP AUTHORITY		
BAIRD HOLM LLP	LEGAL SERVICES	1,305.00
RYAN & SUNSHINE TAYLOR	REDEVELOPMENT PROJECT	4,420.50
	TOTAL	5,725.50
	COMM REDEVELOP AUTHORITY TOTAL	5,725.50
	Accounts Payable Total	16,779.65

CLAIMS REPORT
Check Range: 6/01/2023- 6/08/2023

AGENDA ITEM NO E-1

VENDOR NAME	REFERENCE	VENDOR TOTAL
GENERAL FUND		
AUBURN NEWSPAPERS	PUBLISHING	422.37
CNA SURETY	NOTARY BOND	40.00
CRYSTAL DUNEKACKE	REIMBURSEMENT	119.22
EAKES OFFICE SOLUTIONS	SUPPLIES	389.83
GLENN'S CORNER MARKET	SUPPLIES	348.00
JEO CONSULTING GROUP INC.	PROFESSIONAL SERVICES	63,847.50
LINCOLN APPRAISAL GROUP	APPRAISAL SERVICES	300.00
MEYER LABORATORY INC	SUPPLIES	98.90
MOSCA DESIGN	BANNER HARDWARE	219.00
MR. LANDSCAPE NURSERY & GARDEN	TREES	3,022.79
NEMAHA COUNTY CLERK	FILING FEE	20.00
NEMAHA COUNTY SHERIFF	SERVE NOTICE	18.50
PETTY CASH	PETTY CASH	138.03
SHERI MCMILLEN	REIMBURSEMENTS	211.31
SUMMIT FIRE PROTECTION	FIRE SYSTEM INSPECTION	392.00
USPS	STAMPS	126.00
	TOTAL	69,713.45
FIRE DEPARTMENT		
AUBURN FAMILY HEALTH CENTER PC	PHYSICAL	345.00
AUBURN FIRE DEPARTMENT	REIM FIRE SCHOOL	450.00
BOARDERS INN & SUITES	FIRE SCHOOL LODGING	1,249.50
ED M. FELD EQUIPMENT CO. INC.	EQUIP MAINT	1,207.50
LYNCH'S HARDWARE & GIFTS	SUPPLIES	95.92
SANDRY FIRE SUPPLY	TESTING EQUIPMENT	625.50
SHELL SPEEDEE MART	FUEL	105.78
	FIRE DEPARTMENT TOTAL	4,079.20
PARK DEPARTMENT		
AKRS EQUIPMENT	EQUIP/MAINT	416.29
AUBURN PLUMBING,HTG & AC INC.	PLUMBING SERVICE	286.81
BULLDOG AUTO SUPPLY INC	SUPPLIES/PARTS	41.88
FRONTIER COOPERATIVE	MAINT SUPPLIES	175.00
LYNCH'S HARDWARE & GIFTS	SUPPLIES	70.72
ODEYS INC	SUPPLIES	1,336.39
WILSON ELECTRIC	PART FOR SPLASH PAD	36.00
YOLANDA KERR	FLOWER GARDENING SERVICE	797.05
	PARK DEPARTMENT TOTAL	3,160.14
LIBRARY DEPARTMENT		
AMAZON CAPITAL SERVICES	BKS/AVS	750.57
AUBURN MEM. LIBRARY PETTY CASH	POSTAGE/ILL	119.53
AUBURN NEWSPAPERS	PUBLISHING	77.50
BAKER & TAYLOR	BKS/AVS	423.04
BLACKSTONE PUBLISHING	BKS/AVS	701.86
CENTER POINT LARGE PRINT	BKS/AVS	189.02
DELL MARKETING L.P.	COMPUTER EQUIP	1,940.44
DEMCO	SUPPLIES	133.07
EAKES OFFICE SOLUTIONS	SUPPLIES	344.41

VENDOR NAME	REFERENCE	VENDOR TOTAL
FORTRES GRAND CORPORATION	SOFTWARE LICENSE	249.20
CENGAGE LEARNING INC/GALE	BKS/AVS	109.62
HISTORY NEBRASKA	SUBSCRIPTION	35.00
NEBRASKA LIBRARY COMMISSION	SUBSCRIPTION	151.08
OCLC INC	ILL/SUBSCRIPTION	132.80
RHODE ISLAND NOVELTY	SUPPLIES	676.55
RICOH USA, INC	EQUIPMENT COPIES	34.58
THE PENWORTHY COMPANY	BKS/AVS	295.50
	LIBRARY DEPARTMENT TOTAL	6,363.77
POOL DEPARTMENT		
AIRSTREAM HEATING AND COOLING	PLUMBING REPAIRS	16,711.91
AQUA-CHEM, INC	SUPPLIES	3,387.88
BENNETT'S FIRE PROTECTION	ANNUAL INSPECTION	19.50
BRANT GULIZIA	REIM TRAINING	160.00
BULLDOG AUTO SUPPLY INC	SUPPLIES/PARTS	1.15
CAMMIE HAMANN	REIM TRAINING	160.00
CHESTERMAN COMPANY	CONCESSION SUPPLIES	1,364.64
ELECTRIC PUMP	POOL PUMP	787.00
JAIDYN GLATHAR	REIM TRAINING	160.00
KATIE HARRIS	REIM TRAINING	160.00
LINCOLN WINWATER	PARTS	262.00
LYNCH'S HARDWARE & GIFTS	SUPPLIES	11.57
SHALEE GYHRA	REIMBURSEMENT	566.14
	POOL DEPARTMENT TOTAL	23,751.79
	GENERAL FUND TOTAL	107,068.35
STREET FUND		
AUBURN AUTO CENTER	TIRE REPAIR	45.00
BEARD'S SALVAGE INC.	REBAR	120.00
BERWICK COOP OIL CO	ENGINE OIL	882.75
BULLDOG AUTO SUPPLY INC	SUPPLIES	151.84
CONCRETE INDUSTRIES INC.	CONCRETE	3,555.47
GREENWADE TREE SERVICE	TREE REMOVAL	750.00
JEO CONSULTING GROUP INC.	PROFESSIONAL SERVICES	2,525.00
MIKE UNRUH	REIMBURSEMENT	91.09
NEBRASKA SALT & GRAIN CO	ICE CONTROL - SALT	1,965.60
NICHOLS MASONRY	WORK BY OTHERS	1,985.00
SACK LUMBER COMPANY	SUPPLIES	467.56
TOPKOTE	SEAL COATING	77,853.69
	TOTAL	90,393.00
	STREET FUND TOTAL	90,393.00
	Accounts Payable Total	197,461.35

AGENDA ITEM NO

G-1

FORVIS

1248 O Street, Suite 1040 / Lincoln, NE 68508
P 402.473.7600 / **F** 402.473.7698
forvis.com

May 26, 2023

Ms. Sherry Heskett
City Clerk
City of Auburn, Nebraska
1101 J Street
Auburn, NE 68305

Dear Ms. Heskett:

To achieve the success and prosperity the City of Auburn has earned in the past requires attention to quality, dedication to customer service and a desire to work with outstanding personnel and advisors. We are honored you consider **FORVIS** to be the type of CPA and advisory firm equipped to serve you, and we are pleased to provide the following fee quote for the services requested.

Proposed Fees

Our goal is to be candid, timely, answer your questions about fees upfront, and avoid fee surprises. We determine our fees by evaluating a number of variables: the complexity of the work, the project's scope, the time we will spend, and the level of professional staff needed. Included within our proposed fees below is an administrative fee of 5 percent. This fee covers items such as copies, postage and other delivery charges, supplies, technology-related costs, such as computer processing, software licensing, research and library databases, and similar expense items.

Our fees may increase if our duties or responsibilities change because of new rules, regulations, and accounting or auditing standards. We will consult with you should this happen.

City of Auburn, Nebraska	2023	2024	2025
Financial Statement Audit in Accordance with *Government Auditing Standards*	$22,750	$23,900	$25,000

Respectfully presented,

Chris Lindner

Chris Lindner, CPA, CGFM
Partner
402.473.7634
Chris.lindner@forvis.com

PRAXITY

AGENDA ITEM NO

G-2

City of Auburn

2023 Holiday List

(presented June 12. 2023)

New Year's Day	January 2, 2023 (Note: January 1st is on a Sunday)
Memorial Day	May 29, 2023 (Monday)
Independence Day	July 4, 2023 (Tuesday)
Labor Day	September 4, 2023 (Monday)
Veteran's Day	November 10, 2023 (Friday)
Thanksgiving Day	November 23, 2023 (Thursday)
Friday after Thanksgiving	November 24, 2023 (Friday)
Christmas Eve	December 25, 2023 (Monday)
Christmas Day	December 26, 2023 (Tuesday)

2 Personal Days (Designated Holidays) with Department Head approval

AGENDA ITEM NO G-3

PROFESSIONAL SERVICE AGREEMENT: CITY OF AUBURN & SENDD
Housing Management Contract for New Construction Project #22-TFHP-36014

THIS AGREEMENT made and entered into by and between **The City of Auburn** (hereinafter referred to as The City) and the **SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT** (hereinafter referred to as the Consultant)

WITNESSES THAT:

WHEREAS, The City and the Consultant are desirous of entering into a contract to formalize their relationship, and

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

WHEREAS, The City, as part of its **2022 NAHTF grant agreement** with the Department, under contract number **22-TFHP-36014**, has been awarded NAHTF funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the City approved NAHTF program, and

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

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

1. Services to be provided by the Parties

a. The Consultant shall complete in a satisfactory and proper manner as determined by the City the work activities described in ***Attachment "A"-Scope of Services and Fee Schedule: Housing Management.***

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

2. Time of Performance

The effective date of this contract shall be on May 11, 2023. The termination date of the contract shall be on August 24, 2025, or as amended by an approved extension.

3. Consideration

The City shall reimburse the Consultant in accordance with the ***Fee Schedule described in Attachment "A"*** to the contract for all allowable expenses agreed upon by the parties to complete the Scope of Work. **The total amount reimbursed by the City shall be equal to the sum of $10,000.00. Reimbursement shall exceed this amount only if Housing Program Income Funds are received during the grant contract period.** Reimbursement under this contract shall be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Affordable Housing Trust Funds Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

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

The Consultant agrees to maintain such records and follow such procedures as may be required under 24 CFR85.42(b)(c) and any such procedures that the City or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for

a period of TEN years after the final audit of The City NAHTF project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

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

5. Relationship

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

6. Suspension, Termination and Close Out

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

a. Suspension If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;

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

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

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

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

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

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

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

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

1)By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and

in case of termination in part, that portion to be terminated.

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

(3) In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

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

7. Changes, Amendments, Modifications

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

8. Personnel

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

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

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

9. Assignability

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

10. Reports and Information

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

11. Findings Confidential

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

12. Copyright

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

13. Compliance with Local Laws

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

14. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be

subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

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

16. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the City extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
c. The consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

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

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

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

19. Executive Order 11246, As Amended.

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

religion, sex, sexual orientation, gender identity, or national origin.

20. Conflict of Interest 2 CFR 200.318

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

21. Audits and Inspections

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

22. Hold Harmless

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

23. Compliance with E-Verify Program on Work Eligibility for New Employees

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

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

24. Governing Law

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

25. Severability

If any provision of this contract, or its application to any person or circumstances, is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.

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

Attachment "A" Scope of Services and Fee Schedule – Housing Management

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

CITY OF AUBURN

By:_____
Title: Dan White, Mayor

Date: _____

CONSULTANT: SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT

By:_____
Title: Tom Bliss, Executive Director

Date: _____

PROFESSIONAL SERVICE/CONSULTANT AGREEMENT BETWEEN THE CITY OF AUBURN & SENDD
NAHTF NEW CONSTRUCTION: #22-TFHP-36014 Housing Management

Attachment "A"- Scope of Services and Fee Schedule: Housing Management

1.0 Scope of Services – Housing Management

SENDD shall perform in a satisfactory and proper manner, as determined by the City of Auburn, the following work:

A. **Advertisement of the Program**
In coordination with an **Advisory Committee established by the City of Auburn**, SENDD shall prepare descriptive literature on the New Construction Program and insure said literature is available/distributed to all potential applicants. At a minimum, said literature shall contain a description of the program.

B. **Application Screening**
SENDD shall review all applications received for the program in the Target Area to determine those that are qualified according to income and housing needs established by the **Program**. At a minimum said screening will include at least one interview with each applicant at the applicant's residence. Said process will result in SENDD recommending to the **Advisory Committee** a list of applicants eligible to purchase a program home.

C. **Construction Management**
SENDD shall oversee the project timing, cost, and quality. This includes assisting in obtaining bids from qualified contractors/developers to complete projects.

D. **Bid Package Development**
SENDD shall assist in preparing a "Bid Packet" for each housing unit to be constructed during the Program. Each bid packet shall include, at a minimum, the following documents: an Instruction to Bidders Section Request for Bid and Bid Sheet Section; house plans/specs; a General Specification Section; and, a sample contract form.

E. **Analysis of Bids Received**
SENDD shall assist in evaluating bids received and shall recommend to the **Advisory Committee** the most responsible bidder on each contract to be awarded.

F. **Inspection of Work Completed**
Periodic inspection visits will be made by SENDD to determine contractor progress and compliance of work accomplished with specifications. SENDD will coordinate with local agencies for required inspections.

G. **Payments to Contractors**
SENDD shall advise the advisory committee as to the completeness and quality of work prior to consideration of bills submitted by rehabilitation contractors for both partial and final payments.

H. **Completion of Projects**
SENDD shall assist in insuring that liens for goods and services provided by subcontractors and suppliers have been paid by the general contractors and that work has been completed satisfactorily and in accordance with the General Specifications prior to recommending that final payments be made to the general contractors and prior to implementation of final close-out procedures associated with the Program.

I. **Additional Services.**
Additional services as needed and agreed upon.

J. **Amendments**
The City may request changes in the Scope of Services of SENDD to be performed hereunder. Such changes, including any increase or decrease in the amount of SENDD's compensation, which are mutually agreed upon by and between the City and SENDD, shall be incorporated in written amendments to this Contract.

2.0 Fee Schedule and Compensation Procedures

2.1 Compensation Procedures

For purposes of this contract, the cost for performing services outlined in Article 1.0 of this Contract Attachment "A", shall be provided to the City on an actual cost incurred basis up to a **maximum total of $10,000.00**. TCEDA agrees to pay *SENDD* for costs incurred within a reasonable period of time following the presentation of a detailed accounting of incurred expenses.

2.2 Amendment of Compensation Rate

Provided that actual expenses documented by *SENDD* exceed the total allowed by the NDED in their Contract with the City, it is hereby agreed and understood by the signatories to this Contract that SENDD may enter into a separate agreement with other parties to recover, in part or in total, those expenses not allowed under this Contract.

2.3 Accountability

SENDD shall document expenditures of funds in accordance with the purposes and conditions of this contract.

AGENDA ITEM NO G-4

SENDD

June 1, 2023

Sherry Heskett
City of Auburn
1101 J St
Auburn, NE 68305

RE: Drawdown #1
CDBG #22-DTR-001
Downtown Revitalization

Dear Sherry,

Enclosed is Drawdown #1 and supporting documents for the CDBG Project referenced above.

Both Chris Erickson and you will need to sign the drawdown following your review (in BLUE ink). Please retain a copy of the signed document for your records and mail the original form to me. These claims will require City Council approval.

	Total	CDBG Grant	Local Match
SENDD (GA Invoices 1-4)	$ 8,415.00	$ 8,415.00	$ 0.00
Totals:	**$ 8,415.00**	**$ 8,415.00**	**$ 0.00**

***This project requires a 20% local match, however general administration expenses are exempt.**

- Within at least 10-30 days after submitting the drawdown documents and the drawdown is approved, an automatic transfer will be received from Nebraska Department of Economic Development (NDED) and deposited in a non-interest bearing/City CDBG account.

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

www.sendd.org

EQUAL HOUSING OPPORTUNITY

AUBURN OFFICE
919 Central Avenue
Auburn, NE 68305
Office: 402-907-2027

SENDD is an Equal Opportunity Provider and Employer

- Please process the following payments upon receipt of funds from the NDED. **After the deposit has been received, payment(s) must be made and subsequently deposited within five (5) days; otherwise it may result in a finding.**

  - **SENDD: $8,415.00** (7407 O St, Lincoln, NE 68510)

- If payments are made with local funds before the CDBG funds are electronically deposited in the City account, those will be "reimbursements" and are no longer considered "federal" and may be transferred to local accounts as you wish.

- Please keep copies of the checks made as payment for CDBG activities and keep copies of the bank statements showing deposits of CDBG funds and clearance of checks distributed. Please send all financial source documentation to me after payment is made and clears your bank account.

If you have questions, please contact me at 402-907-2027 or mbrown@sendd.org.

Sincerely,

Mary J Brown

Mary J. Brown
Community Development Specialist

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

Name of Subrecipient (Local Unit of Government)			Mailing Address		City	State	ZIP
City of Auburn			1101 J St		Auburn	NE	68305
CDBG Agreement Number	**Federal Identification Number**	**DUNS Number**	**UEI Number**	**SAM Expiration Date**	**Number sequence order of funds**	**Final Drawdown**	**DED Program Representative**
22DTR001	44-6006083	-	NLKQNNVFJLL6	11/03/2023	1		Gina Doose

Part I – STATUS OF FUNDS

1. CDBG Funds Received to Date	$ 0.00
2. Add: Program Income Received to Date (exclude RLF)	$ 0.00
3. Subtotal	
4. Less: Federal Funds Disbursed To Date (Must Agree To Total Of Part II, Line 3)	$ 0.00
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	21A General Admin.	14E Construction Management	14E Commercial Rehab				TOTAL
1. Total Cash Requirements To Date	$ 8,415.00	$ 0.00	$ 0.00				$ 8,415.00
2. Less: Local Funds Disbursed (includes RLF) (exclude Program Income)	$ 0.00	$ 0.00	$ 0.00				
3. Less: Federal Funds Disbursed (include Program Income) Total Must Agree To Part I, Line 4 (exclude RLF)	$ 0.00	$ 0.00	$ 0.00				
4. Total Current Cash Requirements	$ 8,415.00						$ 8,415.00
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							$ 8,415.00

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 3801-3812). 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: Chris Erickson, 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: Mary Brown	Organization: SENDD	Telephone Number: 402-907-2027	Email: mbrown@sendd.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.***

(City of Auburn) Downtown Revitalization Contract Obligation Spreadsheet

Recipient City of Auburn
CDBG Grant # 22DTR01

Elected Official Chris Erickson
DED Program Rep. Gina Doose

Clerk/City Admin. Cyrstal Dunekacke
Clerk/Admin Email crystald@auburn.ne.gov

SENDD Admin Mary Brown
SENDD Admin Email mbrown@sendd.org

Approval

Mailing Address	1101 J St, Auburn, NE 68305
Fed. ID #	44-6006083
DUNS	-
UEI	NLKQNNVFJLL6
Release of Funds	4/25/2023
Program Income	-
Sam.gov Expiry	11/3/2023
Amendment #	-
Contract End Date	5/6/2025
USDA/Other Reporting	-

SOURCES	21A General Admin.	14E Construction Management	14E Commercial Rehab	TOTAL
CDBG	$ 25,000.00	$ 10,000.00	$ 400,000.00	$ 435,000.00
OTHER (Business)	$ -		$ 100,000.00	$ 100,000.00
	$ -			$ -
				$ -
TOTAL	$ 25,000.00	$ 10,000.00	$ 500,000.00	$ 535,000.00
% CDBG	100.00%	100.0000%	80.0%	
% Other Business			20.0%	
HCF	0.00%	0.0000%	0.0%	
LB840	0.00%	0.0000%	0.0%	

	21A General Admin.	03L Const. Mgmnt	03L Commercial Rehabilitation		
1.Total Cash Requirements to Date	$ 8,415.00	$ -	$ -	$ 8,415.00	
2.Local Funds Disbursed	$ -	$ -	$ -	$ -	
3.Federal Funds Disbursed	$ -	$ -	$ -	$ -	
4.Total Cash Required to Date	$ 8,415.00	$ -	$ -	$ 8,415.00	
5. Total Funds Remaining	$ 16,585.00	$ 10,000.00	$ 500,000.00	$ 526,585.00	

Current Fund Request	1
7. Net Fund Request	$ 8,415.00
Fed Funds Disbursed	$ -
Local Funds Disbursed	$
Funds Remaining	$ 526,585.00

Previous Fund Requests	Submit Date	Net Amount of Fed. Fund Request	21A General Admin. CDBG	03L Const. Mgmnt CDBG	03L Commercial Rehabilitation INVOICE TOTAL	CDBG	LOCAL	Disbursement Date
1		$ 8,415.00	$ 8,415.00	$ -	$ -	$ -	$ -	
2		$ -	$ -	$ -	$ -	$ -	$ -	
3								
4								

Fund Request Details
Drawdown 1

Business	Contractor	Invoice Date	Invoice #	CDBG 21A Gen. Admin	CDBG 14E Const Mgmt.	Invoice Total	CDBG 14E	Match 14E	Check #
	SENDD	12/31/2022	1	$ 1,551.25		$ -	$ -	$ -	
	SENDD	1/31/2023	2	$ 2,677.50		$ -	$ -	$ -	
	SENDD	2/28/2023	3	$ 1,785.00		$ -	$ -	$ -	
	SENDD	3/31/2023	4	$ 2,401.25		$ -	$ -	$ -	
TOTALS				$ 8,415.00					

Southeast Nebraska Development District

7407 O St
Lincoln, NE 68510-2444 US
402-475-2560
astutzman@sendd.org
www.sendd.org

INVOICE

City of Auburn
1101 J Street
Auburn, NE 68305

1
12/31/2022
Net 60
03/01/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/21/2022	GA 8. Correspondence & Notes	Correspondence about Notification of Annual Audit	0:15	85.00	21.25
12/12/2022	GA 2.1 Special Conditions	Started Special Conditions for Auburn 2022 DTR project	2:00	85.00	170.00
12/13/2022	GA 1. Contract Documents	Preparation and sending SENDD GA contract	0:30	85.00	42.50
12/13/2022	GA 8. Correspondence & Notes	Started Special Conditions for Auburn 2022 DTR project	2:00	85.00	170.00
12/14/2022	GA 2.1 Special Conditions	Research on previous fair housing activities to inform this years activities	0:15	85.00	21.25
12/14/2022	GA 2.2 Environmental Review	Created agency letters for 2022 Auburn DTR project	1:00	85.00	85.00
12/15/2022	GA 2.1 Special Conditions	Discussion with Ceylon about letterhead formatting for creation of fair housing letter	0:15	85.00	21.25
12/15/2022	GA 2.2 Environmental Review	Review agency letters	0:15	85.00	21.25
12/15/2022	GA 2.1 Special Conditions	Drafted Determination of Level of Review and began Special Conditions	1:00	85.00	85.00
12/19/2022	GA 2.1 Special Conditions	Finished creation of Fair Housing Letter	0:15	85.00	21.25
12/19/2022	GA 2.2 Environmental Review	Completion of Determination of Level of Review, email correspondence for signature	1:00	85.00	85.00
12/20/2022	GA 2.2 Environmental Review	Completed and sent out agency letters for #22-DTR-001	2:00	85.00	170.00
12/20/2022	GA 2.1 Special Conditions	Continued work on Special Conditions for #22-DTR-001	1:00	85.00	85.00
12/21/2022	GA 2.1 Special Conditions	Continued work on Special Conditions for #22-DTR-001	2:00	85.00	170.00
12/27/2022	GA 2.1 Special Conditions	Continued work on Special Conditions for #22-DTR-001	1:00	85.00	85.00
12/28/2022	GA 2.1 Special Conditions	Continued work on Special Conditions for #22-DTR-001	2:00	85.00	170.00
12/29/2022	GA 2.1 Special Conditions	Continued work on Special Conditions for	1:30	85.00	127.50

#22-DTR-001

$1,551.25

Southeast Nebraska Development District

7407 O St
Lincoln, NE 68510-2444 US
402-475-2560
astutzman@sendd.org
www.sendd.org

INVOICE

City of Auburn
1101 J Street
Auburn, NE 68305

2
01/31/2023
Net 60
04/01/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/10/2023	GA 2.1 Special Conditions	Continued work on Special Conditions for #22-DTR-001, correspondence with Crystal Dunekacke in regard to updated letterhead and AmpliFund access, file organization	4:00	85.00	340.00
01/11/2023	GA 2.1 Special Conditions	Completion of Special Conditions for #22-DTR-001	2:00	85.00	170.00
01/11/2023	GA 2.2 Environmental Review	Began Statutory Checklist for #22-DTR-001	2:00	85.00	170.00
01/13/2023	GA 2.2 Environmental Review	Received signed Special Conditions documentation, continued work on Statutory Checklist	1:30	85.00	127.50
01/17/2023	GA 2.2 Environmental Review	Continued work on Statutory Checklist and Exhibits for #22-DTR-001	7:00	85.00	595.00
01/17/2023	GA 2.2 Environmental Review	Formatting of NEPAssist Map for Ceylon for Auburn Project Area Map	0:30	85.00	42.50
01/19/2023	GA 2.2 Environmental Review	Continued work on full Environmental Review Record (ERR)	1:00	85.00	85.00
01/23/2023	GA 2.2 Environmental Review	Continued work on Statutory Checklist and drafted Notice of Intent to Request Release of Funds documentation for posting	4:00	85.00	340.00
01/24/2023	GA 2.2 Environmental Review	Continued work on Statutory Checklist and full ERR, created all project boundary maps	3:00	85.00	255.00
01/25/2023	GA 2.2 Environmental Review	Printing and drawing of project boundaries on required maps for ERR	1:15	85.00	106.25
01/26/2023	GA 2.2 Environmental Review	Completion of full ERR for #22-DTR-001	2:00	85.00	170.00
01/26/2023	GA 2.2 Environmental Review	Printing and drawing of project boundaries on required maps for ERR	1:15	85.00	106.25
01/31/2023	GA 8. Correspondence & Notes	Correspondence with Crystal Dunekacke in regard to AmpliFund Access, completion of first round of PSRs	2:00	85.00	170.00

$2,677.50

Southeast Nebraska Development District

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Lincoln, NE 68510-2444 US
402-475-2560
astutzman@sendd.org
www.sendd.org

INVOICE

City of Auburn
1101 J Street
Auburn, NE 68305

3
02/28/2023
Net 60
04/29/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
02/06/2023	GA 2.2 Environmental Review	Uploaded all Special Conditions in AmpliFund and completed full ERR	3:00	85.00	255.00
02/07/2023	GA 2.1 Special Conditions	Map Creation and ERR proofreading	1:00	85.00	85.00
02/07/2023	GA 2.1 Special Conditions	Map Creation for Environmental Review	0:30	85.00	42.50
02/07/2023	GA 2.2 Environmental Review	Repackaged full ERR with Steve Charleston's requested edits included, drafted Language Assistance Plan (LAP)	4:00	85.00	340.00
02/08/2023	GA 2.1 Special Conditions	Continued work on Language Assistance Plan (LAP) for #22-DTR-001	3:00	85.00	255.00
02/09/2023	GA 2.1 Special Conditions	Creating LEP/LAP Document	0:30	85.00	42.50
02/09/2023	GA 2.1 Special Conditions	Continued work on Language Assistance Plan (LAP), correspondence with Steve Charleston in regard to approval for full ERR, correspondence with Crystal Dunekacke in regard to required signatures for full ERR	2:00	85.00	170.00
02/10/2023	GA 2.2 Environmental Review	Uploaded all executed documentation into AmpliFund, edits made to LAP	2:00	85.00	170.00
02/13/2023	GA 2.1 Special Conditions	Continued work on LAP	2:00	85.00	170.00
02/15/2023	GA 2.1 Special Conditions	Continued work on LAP, file maintenance	2:00	85.00	170.00
02/17/2023	GA 8. Correspondence & Notes	Correspondence with clerk on staff transition	0:15	85.00	21.25
02/21/2023	GA 8. Correspondence & Notes	Correspondence with clerk	0:15	85.00	21.25
02/21/2023	GA 8. Correspondence & Notes	Email correspondence with City Admin, Crystal, about taking over project and next steps	0:30	85.00	42.50

$1,785.00

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

INVOICE

City of Auburn
1101 J Street
Auburn, NE 68305

4
03/31/2023
Quarterly
07/29/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/01/2023	GA 2.1 Special Conditions	Completed FFATA form in AmpliFund	0:30	85.00	42.50
03/02/2023	GA 2.1 Special Conditions	Work on Four Factory Analysis, LAP and Request for Language Assistance Form. Sent to Kelly to review	1:30	85.00	127.50
03/03/2023	GA 2.1 Special Conditions	Finalized Four Factory Analysis, LAP and Request for Language Assistance Form. Sent to Gina and Steve at DED to review	3:00	85.00	255.00
03/03/2023	GA 2.2 Environmental Review	Repackaged ERR including Ceylon's signatures. Completed NOI-RROF and proof of posting document for the City	2:15	85.00	191.25
03/08/2023	GA 2.1 Special Conditions	Email correspondence with Gina at DED about LAP	0:30	85.00	42.50
03/09/2023	GA 2.1 Special Conditions	Multiple email correspondence with City Administrator, Crystal, and Aaron and Gina at DED about LAP requirements	1:00	85.00	85.00
03/09/2023	GA 6. Fair Housing & Civil Rights	Updated Fair Housing document and emailed to City Administrator, Crystal, for Mayor's signature	1:00	85.00	85.00
03/09/2023	GA 8. Correspondence & Notes	Created hard file and updated with new documents	4:30	85.00	382.50
03/13/2023	GA 2.1 Special Conditions	Per conversation with City Administrator, Crystal, revised 4 Factor Analysis and LAP.	1:00	85.00	85.00
03/13/2023	GA 2.1 Special Conditions	Emailed City Administrator, Crystal, revised 4 Factor Analysis and LAP	0:30	85.00	42.50
03/13/2023	GA 8. Correspondence & Notes	Updated hard file with new documents	0:30	85.00	42.50
03/13/2023	GA 6. Fair Housing & Civil Rights	Uploaded revised, signed Fair Housing Letter into AmpliFund and submitted.	0:30	85.00	42.50
03/14/2023	GA 2.1 Special Conditions	Per City Administrator, Crystal, made revisions to 4 Factor Analysis and removed LAP	2:30	85.00	212.50
03/17/2023	GA 2.1 Special Conditions	Emailed City Administrator, Crystal, Final 4 Factor Analysis and updated LEP letter for Mayor's signature	0:30	85.00	42.50

03/20/2023	GA 2.2 Environmental Review	Updated Determination Level of Review, RROF, Statutory Checklist Tribal Document and Scenic and Wild Rivers Exhibit per DED and sent to City for signature. Multiple email correspondence with Aaron and Gina at DED.	6:00	85.00	510.00
03/21/2023	GA 3. Financial Management	Generating invoices	1:00	85.00	85.00
03/22/2023	GA 2.2 Environmental Review	Correspondence with Deputy City Clerk to post NOI - RROF. Sent City documents to post and posting certification to sign. Started timing worksheet.	1:30	85.00	127.50

$2,401.25

AGENDA ITEM NO G-5

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License Class: I

License Number: 125613

RECEIVED
APR 3 2023
NEBRASKA LIQUOR CONTROL COMMISSION

Office Use Only
NEW / REPLACING 105102 TOP Yes / No
Hot List Yes / No
Initial: KF

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME Morgan Jones

TRADE (DBA) NAME Lanes End llc

PREVIOUS TRADE (DBA) NAME Bowlacq Alley llc

CONTACT NAME AND PHONE NUMBER Morgan Jones 402-414-1502

CONTACT EMAIL ADDRESS molynjo@gmail.com

Crum hx
CTG

~~Form 102~~
~~Form 103~~
~~BPM~~
~~lease~~
~~BCO~~ Pass
~~Diagram~~
~~Rand name of LLC Not Active~~

~~No Payment~~

PAYMENT TYPE Pay Fort
AMOUNT $400 — RCPT
RECEIVED 4-3-2023
DATE DEPOSITED

2300004584

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS

RETAIL LICENSE(S) Application Fee $400 (nonrefundable)

CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

____ A BEER, ON SALE ONLY

____ B BEER, OFF SALE ONLY**

____ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES____ NO____

____ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**

____ F BOTTLE CLUB,

_X_ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES_X_ NO____

____ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120

____ AB BEER, ON AND OFF SALE

____ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE

____ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

____ Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license

____ Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES____ NO____

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

_X_ Individual License (requires insert FORM 104)

____ Partnership License (requires insert FORM 105)

____ Corporate License (requires FORM 101 & FORM 103)

____ Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name_____ Phone Number_____

Firm Name_____

Email address_____

Should we contact you with any questions on the application? YES_____ NO_____

PREMISES INFORMATION

Trade Name (doing business as) Lanes End llc

Street Address 1818 central ave

City Auburn County Nemaha 44 Zip Code 68305 +1715

Premises Telephone number 402-274-1310

Business e-mail address lanesendbowling@gmail.com

Is this location inside the city/village corporate limits YES X NO ____

MAILING ADDRESS (where you want to receive mail from the Commission)

X Check if same as premises

Name ____

Street Address ____

City ____ State ____ Zip Code ____

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED
DO NOT SEND BLUEPRINTS, ARCHITECH OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length 160 x width 60 in feet

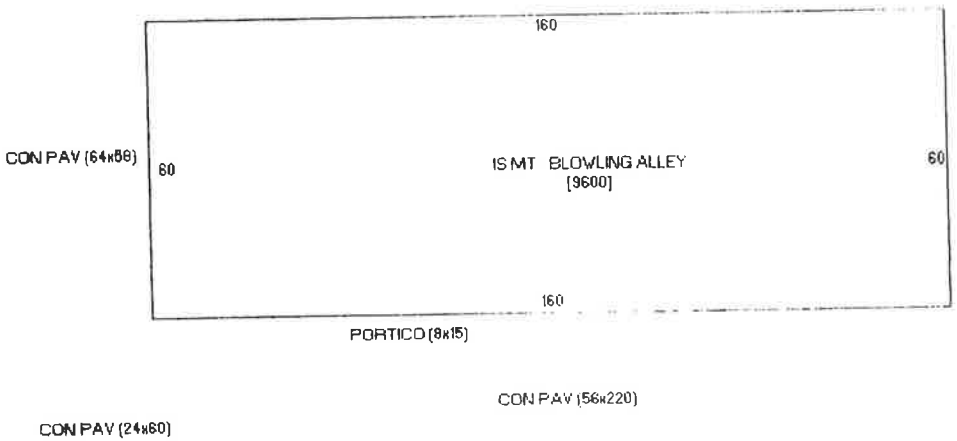
Is there a basement? Yes ____ No X If yes, length ____ x width ____ in feet

Is there an outdoor area? Yes ____ No X If yes, length ____ x width ____ in feet+

*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



Sketch of Pin 640097219

APPLICANT INFORMATION

1 **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application. or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

X YES _____ NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Morgan Jones	4/2019	Lincoln, ne	parking ticket	
Morgan Jones	11/2019	Lincoln, ne	speeding ticket	
Morgan Jones.	5/2018	Lincoln, ne	negligent driving	

2. Was this premise licensed as liquor licensed business within the last two (2) years?

X YES _____ NO

If yes, provide business name and license number Bowling Alley LLC 105102

3. Are you buying the business of a current retail liquor license?

_____ YES X NO

If yes, give name of business and liquor license number_____

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

X YES _____ NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement _____

b) Include a list of alcohol being purchased, list the name brand, container size and how many _____

c) Submit a list of the furniture, fixtures and equipment _____

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

X YES _____ NO

If yes, list the lender(s) Pinnacle Bank - John and Libby Headid.

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

X YES _____ NO

If yes, explain. (all involved persons must be disclosed on application)
Myself Morgan Jones, John + Libby Headid each will receive part of the net profit each Month

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

_____ YES X NO

If yes, list such item(s) and the owner _____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

_____ YES X NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

_____

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15)

_____ YES X NO

_____

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.
a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

first national bank of Johnson, Morgan Jones, elizabeth headid
John Headid

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

N/A

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm-yyyy)	Name of program (attach copy of course completion certificate)
Morgan Jones	03/2023	responsible beverage service training

Experience

Applicant Name Job Title	Date of Employment	Name & Location of Business
Morgan Jones Server	03/2021	Ginger Lincoln, ne
	09/2019	Fox bar + Grill Lincoln, ne
	02/2018	Applebees Lincoln ne

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year

Documents must be in the name of applicant as owner or lessee

_____ Lease expiration date _____

_____ Deed

_X_ Purchase Agreement

14. When do you intend to open for business? May 6, 2023

15. What will be the main nature of business? bowling/ sports bar and Grill

16. What are the anticipated hours of operation? 11am - 9pm / 11am - 11pm / 11am - 1am

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses

RESIDENCES FOR THE PAST 10 YEARS

APPLICANT CITY & STATE	YEAR FROM	YEAR TO	SPOUSE CITY & STATE	YEAR FROM	YEAR TO
Morgan Jones Lincoln, ne	2017	2021			
Morgan Jones Peru, ne	2000	2017			
Morgan Jones Auburn, ne	2021	2023			

If necessary, attach a separate sheet

PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI *You have the opportunity to complete or challenge the accuracy of the information contained in* FBI *identification record. The procedures for obtaining a change, correction, or updating an* FBI *identification record are set forth in Title 28, CFR, 16.34*

Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULITPLE SIGNATURE PAGES)

Signature of **APPLICANT**	NA Signature of **SPOUSE**
Morgan Jones. Printed Name of **APPLICANT**	NA Printed Name of **SPOUSE**
Signature of **APPLICANT**	Signature of **SPOUSE**
Printed Name of **APPLICANT**	Printed Name of **SPOUSE**

AGENDA ITEM
NO
H-1

RESOLUTION NO. 06-23
Of
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA
A RESOLUTION REGARDING THE PURCHASE OF PROPERTY LOTS 106 & 107 CRESTVIEW ADDITION TO AUBURN, NEMAHA COUNTY, NEBRASKA FOR RESIDENTIAL & COMMUNITY DEVELOPMENT.

WHEREAS, pursuant to Neb. Rev. Stat. §§ 17-953 & 17-953.01 and City Code § 92.09(C)(2), the City of Auburn, NE, entered an Option to Purchase Real Estate in fee simple in such manner, terms, and conditions as is in the best interest of the City.

WHEREAS, Neb. Rev. Stat. §§ 17-953 & 17-953.01 and City Code § 92.09(C)(2) further provide that property can be purchased below fair market value as determined by an appraisal, there is a willing seller, and the purchase price is less than $25,000.00, when the purchase is approved by the City Council after notice and public hearing.

WHEREAS, Public Notice of Public Hearing before the City Council on this date was provided in the Nemaha County Herald as provided by Neb State Statute and City Code on June 1, 2023.

WHEREAS, this matter came before the Auburn City Council for Public Hearing and consideration on June 12, 2023.

WHEREAS, an appraisal of real property by certified appraiser within the State of Nebraska, Brett E. Raasch, was completed on Lots 106 & 107 Crestview Add to Auburn, Nemaha County, Nebraska as of May 1, 2023, with an opinion of fair market value of $20,000.00.

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

Section 1. The City of Auburn, NE, hereby authorizes & approves the Option to Purchase Lots 106 & 107, Crestview Add, Nemaha County, NE, pursuant and by the attached Option to Purchase Agreement incorporated herein by this reference, and agreement of the Seller for the purchase price of $19,999.99, with $800.00 previously deposited with the Seller as an escrow deposit towards purchase.

Section 2. The City Clerk/Treasurer & City Administrator are authorized to disburse the full purchase payment pursuant to the terms and agreement contained within the Option to Purchase Agreement Westgate Addition to Auburn, NE, and the approved purchase price.

Section 3. The Mayor is authorized to sign any necessary/needed documents and carry out any conduct consistent with the terms and agreement contained within the Option to Purchase Agreement for Lts 106 & 107, as well as closing documents thereto, as approved herein and any amendments or modifications thereto pursuant to the terms of this Resolution.

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

The foregoing Resolution was passed and adopted at the public meeting of the Auburn, NE, City Council on the 12th day of June 2023, by the following votes:

Tom Clark (Ward 1)	Aye:_____	Nay:_____	Absent:_____	Abstain:_____
Shawn Clark (Ward 1)	Aye:_____	Nay:_____	Absent:_____	Abstain:_____
Katy Billings (Ward 2)	Aye:_____	Nay:_____	Absent:_____	Abstain:_____
Rick Janssen (Ward 2)	Aye:_____	Nay:_____	Absent:_____	Abstain:_____
Nathan Seitz (Ward 3)	Aye:_____	Nay:_____	Absent:_____	Abstain:_____
Jeff Jeanneret (Ward 3)	Aye:_____	Nay:_____	Absent:_____	Abstain:_____
Chris Erickson, Mayor (tiebreaker vote) *(Mayor votes as Council only As needed on a tiebreaker)*	Aye:_____	Nay:_____		

_____
Chris Erickson, Mayor
the City of Auburn, Nebraska

ATTEST:

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

Approved as to Form & Legality:

_____
City Attorney Date

AGENDA ITEM NO

H-2

RESOLUTION NO. 07-23
Of
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION TO ACCEPT BID SPECIFICATIONS, CONTRACT & PURCHASE OF QUICK ATTACK FIRE TRUCK & APPARATUS FOR AUBURN FIRE DEPARTMENT

WHEREAS, the City and Auburn Fire Department received 5 proposed bids for review for the purchase of a new fire truck.

WHEREAS, the 2 lowest bids are attached to this proposed resolution.

WHEREAS, upon review the lowest bid does not meet the specification requirements for storage compartments with necessary depth of 22 inches to accommodate extraction equipment.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council, of the City of Auburn, Nebraska, that:

1. The City of Auburn, NE. hereby accepts the proposed bid & contract submitted by Heiman Fire Equipment, Heiman Fire, Inc., 25814 Rudolph Ave, Sioux Falls, S.D. 57107, in accordance with bid specifications for a Quick Attack Fire Truck 2023 Model Ford F-550 in the amount of $189,019.00

2. The Mayor is authorized to sign any necessary documents or take further action on behalf of the City of Auburn, NE. in carrying out the provisions of this Resolution.

The foregoing Resolution was passed and adopted at the public meeting of the Auburn, NE, City Council on the 12th day of June 2023, by the following votes:

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

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

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

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

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

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

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

_____
Chris Erickson, Mayor
the City of Auburn, Nebraska

ATTEST:

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

Approved as to Form & Legality:

_____
City Attorney Date

Attached:
(1) Weis Fire & Safety Equipment, LLC Specs & Bid Fire Quick Attack
(2) Heiman Bid Specifications & Contract Quick Attack Truck & Apparatus

Heiman

FIRE EQUIPMENT

BID SPECIFICATIONS

QUICK ATTACK

PHOENIX

QUICK ATTACK • LIGHT RESCUE

City of Auburn
1101 J Street
Auburn, NE. 68305

605.543.5510
25814 Rudolph Cir. Sioux Falls, SD 57107
HEIMANFIRETRUCKS.COM

Truck Specification to replace Engine 9

Truck specifications

Truck Chassis = 2 ton.
Tank = 300 gal. Minimum
Pump = 120 GPM minimum flow @
Motor = 18hp motor minimum
Minimum One 2-1/2" Discharge, One 2-1/2" tank fill.
Single 1-1/2" discharge on front of skid near cab, with ¼ turn ball valve.
Pump fuel supply plumbed to truck tank.
Gasoline powered truck chassis. (Make TBD by manufacturer)

NFPA 1901 Compliant lighting package for traffic blocking.
Directional arrow stick lighting on rear of vehicle.

200' Booster Hose with 1" pistol grip nozzle.
Booster Reel with electric rewind.

Roll up doors on side compartments.
LED lighting in compartments.
1 Work light at rear of truck for pump controls.
Minimum Compartment Depth 22"
1 Adjustable Shelf per compartment.
2 telescoping LED scene lights 18,000 lumen minimum (ea.)
2 top side coffin compartments length of body with hinged lids w/lift struts.
1500 lb. Misc. equipment capacity minimum.

Crew Cab seating for 5 with center console.
60" Cab to Axle.
3) SCBA seats in rear.
4 wheel drive.
All Terrain Tires (10 Ply minimum)
Tow hooks front and rear.

Chassis and body painted Red.

Lettering on front driver's and passenger doors (simulated gold leaf with black outline) AUBURN to be 5" lettering, FIRE DEPARTMENT to be in 4" lettering:

AUBURN
FIRE DEPARTMENT

NFPA Chevron on flat Rear Facing surfaces below and either side of pump skid.
4" NFPA reflective striping on side of body and cab.

Quote to include line item for delivery of apparatus to Auburn, Nebraska.

Heiman
SINCE 1947
FIRE EQUIPMENT

Date: 05-23-2023

The: City of Auburn

Address: 1101 J Street

City Auburn State NE Zip Code 68305

If in the event the City of Auburn and Heiman Fire, Inc., enter into a contract. Please sign both contract copies, retain one for your records and send one copy back to address listed below.

Sincerely

Heiman Fire, Inc.
25814 Rudolph Avenue
Sioux Falls, S.D. 57107

ATTN: Jon Larsen

General Manager
Office: 605-543-5510
Cell: 605-212-9333

For: City of Auburn Date: 05/23/2023

Address: 1101 J Street.

City: Auburn State: NE Zip 68305

We hereby agree to sell and you agree to purchase, Heiman Quick Attack Apparatus, to be mounted on a 2023 Model Ford F-550 Crew Cab chassis with 60" cab to axle. Upon your acceptance of this proposal and the proper execution by **City of Auburn** and an authorized employee of Heiman Fire Inc., the following apparatus and equipment will be sold:

Heiman Quick Attack body per Specifications	$122,239.00
2023 Model Ford F-550 per Specifications	$66,780.00

(Note: Chassis pricing is subject to change pending Fords current model production pricing.)
*The chassis is only available with the purchase of Heiman Fire's Apparatus.

TOTAL **$189,019.00**

Option Price for Delivery of Apparatus to the City of Auburn, NE Fire Dept. $2,500.00
(Note: To include training on operation of Apparatus)

New total if delivery approved ..... $ .....

Payment Terms: Chassis payment in full upon receipt of chassis, remainder due upon customer pick up at our facility upon completion of.

Completion to be 150 to 210 days from receipt of chassis to Heiman's facility.

* This proposal expires 30 days from the above date *

Respectfully submitted, Heiman Fire Inc. 25814 Rudolph Ave Sioux Falls, S.D. 57107

General Manger: Jon Larsen Date 5/23/2023

Salesmen: Justin Schack

We agree to accept this proposal and enter into contract with signature below.

Name: _____ Title _____
City of Auburn

Date _____

For: City of Auburn Date: 05/23/2023

Address: 1101 J Street.

City: Auburn State: NE Zip 68305

We hereby agree to sell and you agree to purchase, Heiman Quick Attack Apparatus, to be mounted on a 2023 Model Ford F-550 Crew Cab chassis with 60" cab to axle. Upon your acceptance of this proposal and the proper execution by **City of Auburn** and an authorized employee of Heiman Fire Inc., the following apparatus and equipment will be sold:

Heiman Quick Attack body per Specifications	$122,239.00
2023 Model Ford F-550 per Specifications	$66,780.00

(Note: Chassis pricing is subject to change pending Fords current model production pricing.)
*The chassis is only available with the purchase of Heiman Fire's Apparatus.

TOTAL **$189,019.00**

Option Price for Delivery of Apparatus to the City of Auburn, NE Fire Dept. $2,500.00
(Note: To include training on operation of Apparatus)

New total if delivery approved ..... $ _____

Payment Terms: Chassis payment in full upon receipt of chassis, remainder due upon customer pick up at our facility upon completion of.

Completion to be 150 to 210 days from receipt of chassis to Heiman's facility.

* This proposal expires 30 days from the above date *

Respectfully submitted, Heiman Fire Inc. 25814 Rudolph Ave Sioux Falls, S.D. 57107

General Manger: Jon Larsen _____ Date 5-23-23

Salesmen: Justin Schack

We agree to accept this proposal and enter into contract with signature below

Name: _____ Title _____
City of Auburn

Date: _____

City of Auburn, NE Fire Department Quick Attack

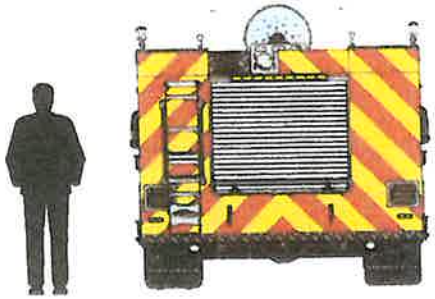
(2023 Ford F-550, Crew Cab, Gas, 4x4 with 60" C-A)

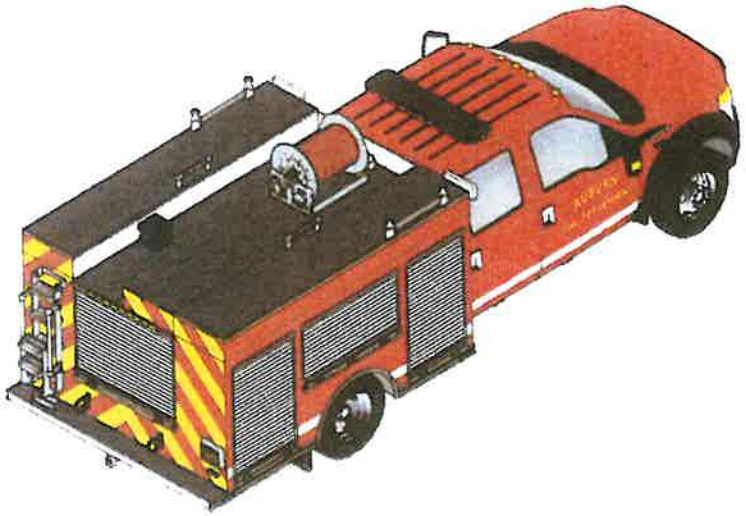
Heiman SINCE 1947 FIRE EQUIPMENT

INDEX

Section No. 1	Fire Pump
Section No. 2	Gated: Inlets, Discharges & Preconnects
Section No. 3	Booster Tank Electric Valves & Piping
Section No. 4	Booster Tank
Section No. 5	Instrument Panel
Section No. 6	Apparatus Body & Components
Section No. 7	Apparatus Body Compartments
Section No. 8	Tread Bright Overlay, & Trim
Section No. 9	Electrical Equipment & Battery System
Section No. 10	Emergency Signal & Lighting Equipment
Section No. 11	Painting, Striping, Lettering & Signs
Section No. 12	Chassis Modification & Miscellaneous

INITIALS _____

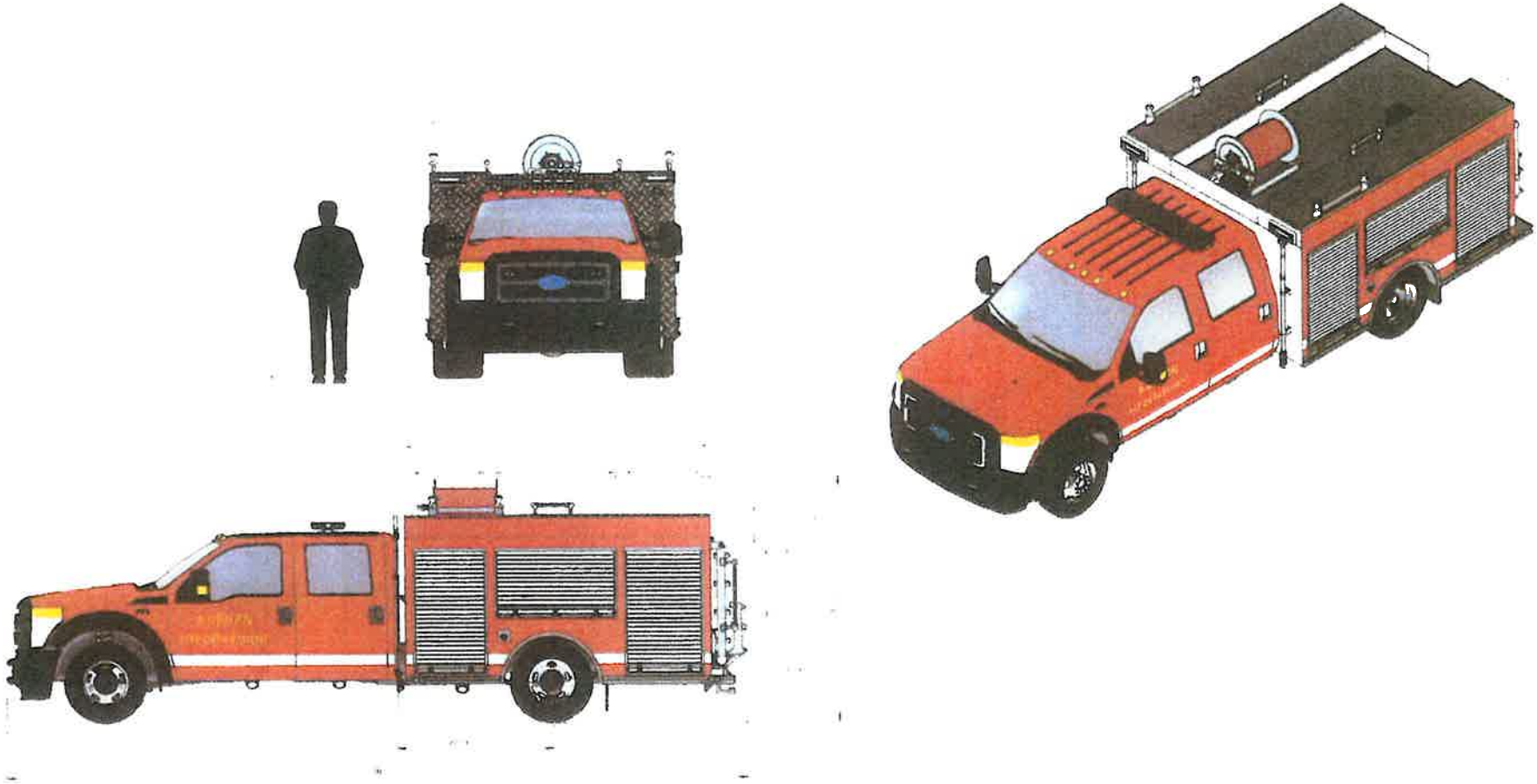




City of Auburn Fire Department SALES DRAWING **PROPRIETARY AND CONFIDENTIAL** **SHEET 2 OF 4**

TANK SIZE: WATER FOAM DRAWN BY:MM CHECKED BY: RN **DO NOT SCALE DRAWING** **SCALE:1:20**

DIMENSIONS SHOWN ARE APPROXIMATE AND SUBJECT TO CHANGE AS MAY BE FOUND NECESSARY DURING CONSTRUCTION. MINOR DETAILS MAY NOT BE SHOWN TO RETAIN CLARITY WITHIN THE DRAWING. THE DRAWING IS FOR REFERENCE PURPOSES ONLY. SPECIFICATIONS SHALL BE THE FINAL AUTHORITY OF WHAT IS SUPPLIED ON THE APPARATUS.



City of Auburn Fire Department SALES DRAWING **PROPRIETARY AND CONFIDENTIAL** **SHEET 1 OF 4**

TANK SIZE: WATER FOAM DRAWN BY:MM CHECKED BY: RN **DO NOT SCALE DRAWING** **SCALE:1:20**

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Weis Fire & Safety Equipment, LLC.
111 E. Pacific * P.O. Box 3467
Salina, Kansas 67402-3467
785-825-9527 * 1-888-689-9347 * 785-825-9538 Fax
www.weisfiresafety.com
"It's a Weis choice"

WEIS FIRE PROPOSAL

TO: Auburn Fire Department, NE DATE: 05/19/2023

GENTLEMEN:
WEIS FIRE AND SAFETY EQUIPMENT, LLC, HEREBY PROPOSES TO MANUFACTURE AND FURNISH YOU, SUBJECT TO YOUR ACCEPTANCE OF THIS PROPOSAL AND THE PROPER SIGNING AND EXECUTION OF THE ATTACHED CONTRACT AND ADDENDUM(S) BY THE PARTIES THERETO, THE APPARATUS AND APPURTENANCES HEREIN DESCRIBED AND FOR THE FOLLOWING PRICES LISTED BELOW. IN THE EVENT THE PURCHASES USES ITS OWN PURCHASE ORDER OR ITS OWN CONTRACT PAGES IN LIEU OF SIGNING THE ATTACHED CONTRACT, IT SHALL BE UNDERSTOOD BY ALL PARTIES THAT ALL TERMS AND CONDITIONS OF THE ATTACHED CONTRACT AND ADDENDUM(S) SHALL TAKE PRECEDENCE OVER ANY AND ALL OTHER DOCUMENTS.

One (1) 2023 Weis Fire Quick Attack 300RM on a 2023 Ford F-550 gasoline chassis

PRICE: $158,500.00

Price to deliver to Auburn, NE not included in above, $1,500.00

NO FEDERAL, STATE, OR LOCAL TAXES ARE INCLUDED, UNLESS SUCH TAXES ARE ITEMIZED.

F.O.B. Salina, KS.

DELIVERY: 18 Months

All apparatus and appurtenances shall be manufactured in accordance with the attached specifications, with the same specifications becoming a part of the contract. Delivery shall be made within the time specified above after receipt and acceptance by WEIS FIRE AND SAFETY EQUIPMENT, LLC, of the properly signed and executed contract and addendum(s). The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to deliver from our suppliers, delays caused by or resulting from labor problems, chassis shortages, strikes, fire, flood, accidents, any other acts of God, or any other circumstances which are beyond the control of this corporation.

TERMS OF PAYMENT: Due upon completion.

Note: An estimated chassis price of $63,942.00 has been included in the proposed price. If a contract is initiated, an invoice would be presented when the 2023 chassis arrives. The price difference would be added to the contract price at that time via a change order.

ALL PRICES OR QUOTATIONS ARE SUBJECT TO CHANGE OR WITHDRAWAL UNLESS ACCEPTED WITH 30 DAYS FROM THE DATE HEREIN SET FORTH.

BY: Candace McBride

Candace McBride – Contract Administrator

Weis Fire & Safety Equipment, LLC
111 E. Pacific * P.O. Box 3467 * Salina, Kansas 67402-3467
785-825-9527 * 1-888-689-9347 * 785-825-9538 Fax
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"It's a Weis Choice"

WEIS FIRE QUICK ATTACK 300RM
AUBURN FIRE DEPARTMENT, NE

F550 CHASSIS
2023 Ford F-550
Crew Cab
4X4
60" CA
179" WB
Race Red color
XL interior
Medium Slate Gray
7.3L V-8 Gasoline engine
10 speed automatic transmission
Air Conditioner
Cruise Control
Power Equipment group
4.88 Limited Slip
19,000 # GVWR
225/70RX19.5G BSW traction tires
19.5" steel wheels
HD vinyl 40-20-40 bench seat
Three (3) Rear SCBA seats

TANK
The tank shall have a capacity of 300 gallons, UPF DEF 3C.
The tank shall include the following features:
Fill tower with removable screen
Sump with anti-swirl plate and drain fitting
3" vent and overflow pipe
1.5" refill fitting
3" tank suction
Liquid level sight tube
Integrated pump platform with side gussets.

The outside of the tank shall be black.

Mounting strips shall be molded to the bottom of the tank to allow mounting to the heavy duty fire body.

The tank shall have a lifetime warranty. A copy of the warranty shall be provided with the apparatus.

REAR MOUNT PUMP CONTROLS

All pump controls shall be provided at the rear of the apparatus. The rear mount control panel will have all pumping functions, including the primer. The tank to pump line shall be operated at the rear of the apparatus.

Each discharge shall be properly function labeled.

PUMP

The pump shall be a Hale model HPX200-B18 powered by an 18 hp Briggs and Stratton Vanguard engine with the following features:

3.0" inlet
2.5" outlet with N.P.T. bolt on flange
Electric start with rope back up
Pump panel
2.5" master gauge
Electric start with recoil backup
Throttle control
Choke
Exhaust primer
Low oil pressure light

Pump Performance:
70 GPM @ 150 PSI
100 GPM @ 125 PSI
150 GPM @ 100 PSI
240 GPM @ 25 PSI

The pump shall be located at the rear of the apparatus, mounted on the integral pump platform.

There shall be fuel pump and in-line check valve located in the fuel line between the fire pump and chassis' fuel system.

PLUMBING and MANIFOLD
The Tank to Pump line shall be 2.5" minimum inside diameter.
The Tank to Pump valve shall be a 2.5" ¼ turn ball valve.
The Tank to Pump valve shall be attached to the tank utilizing a rubber isolation coupling to reduce vibration to the tank fitting.
The Tank to Pump line shall terminate with a 2.5" FNH swivel w/ screen for the suction inlet with a plug and chain.

The discharge manifold shall consist of anodized aluminum valve sections.
There shall be a 1" discharge and valve for the booster reel.
There shall be a 1.5" discharge and valve for the tank fill / recirculation line.
There shall be a 1.5" discharge and valve for the rear discharge with cap and chain.

BOOSTER REEL
A Hannay heavy duty electric rewind booster reel will be provided with 200' of 1.0" light weight booster hose. The booster reel shall be located on the tank.

One (1) TFT QuadraFog 5-10-24-40 GPM adjustable gallonage nozzle with pistol grip will be provided.

The booster reel shall be plumbed with high pressure hose with stainless steel fittings.

The booster reel will be provided with one (1) rewind switch located at the booster reel or location to be determined by the fire department.

The booster reel shall be provided with a single chrome hose roller and spool assembly.

A 40 amp circuit breaker will be provided for the booster reel.

FIRE BODY
The fire body shall be constructed entirely of heavy duty aluminum **and will have a ten (10) year structural warranty.**

The perimeter of the body shall be constructed of a heavy duty 6061T5 extrusion. The deck plate shall be stitch welded on the bottom side of the extrusion.

The cross members shall be 2" x 4" 6061T6 extruded aluminum tube on 12" centers for rigidity and longevity. There shall be no less than seven (7) aluminum 2" x 4" cross members.

The sills shall be 6" steel channel.

The body sills shall be mounted to the frame utilizing a 6 point mounting system

There shall be a .125"aluminum diamond plate covering the entire upper surface of the body.

The fire body shall be 108" long, 96" wide.

There shall be a headache rack at the front of the body that will also serve as a light bar mounting platform. The headache rack shall be constructed with 2" thick wall aluminum tubing and will have diamond plate cover the bottom half on front and back side and expanded aluminum on the top half.

The light bar platform shall be constructed of 1/4" aluminum plate shall be properly gusseted. The light bar platform shall be 14" x 75".

There shall be an area approximately the size of the rear cab window that will be covered with expanded aluminum.

A 108" deep x 30" wide x 5" high tool compartment at rear of the apparatus with a horizontally hinged, drop down door shall be provided. This compartment shall provide underbody storage of department supplied shovels, brooms, rakes, hard suction hose, etc.

There shall be two (2) sweep out style compartments with roll up doors located one (1) on each side.

Dimensions passenger side compartment shall be 72" W x 30" H x 22" D with a full length adjustable shelf and two (2) roll up doors.

Dimensions for the driver side compartment shall be 72" W x 30" H x 22" D with an aluminum divider between and two (2) roll up doors. The L-2 compartment shall have an adjustable shelf.

The body of the compartments shall be constructed of .125" aluminum diamond plate.

Ther rear facing sides of the upper body compartments shall be constructed of .125 smooth aluminum.

The exterior of the roll up doors shall be painted to match the chassis. The driver side front compartment shall be large enough to contain a SCBA and spare bottle in walkway brackets.

The upper body compartments shall have automatic door lights that shall come on when the compartment door is opened.

The upper body compartment doors shall be wired to an open door warning light and alarm that shall be in the cab. The open door warning light shall be activated anytime a compartment door is open. The open door warning light AND alarm shall be activated

anytime a compartment door is opened and the chassis transmission is shifted out of park.

There shall be one (1) aluminum coffin box located on top of the driver side upper body compartment. It shall be approximately 72" W x 10" H x 17" D.

There shall be one (1) aluminum coffin box located on top of the passenger side upper body compartment. It shall be approximately 72" W x 10" H x 17" D.

The coffin boxes shall be provided with a hinged hard cover with pneumatic hold open devices.

There shall be two (2) underbody toolboxes located one (1) on the left and one (1) on the right side of the apparatus, 16"H x 20"D x 30" W with drop down doors and cable stops. Each compartment shall be mounted to the underside of the fire body between the front of the fire body and in front of the rear tires. Each compartment is to be constructed of .125" aluminum diamond plate. Each compartment shall have Dri-Dek tiles.

A 6" deep full body width rear step shall be provided. The rear step shall be constructed of steel with a .125" NFPA compliant embossed aluminum tread brite overlay. It shall be supported by a heavy duty steel sub-frame attached directly to the frame.

There shall be two (2) pull-out drop down steps located at the rear of the apparatus.

There shall be two (2) 15,000# tow shackles at the rear of the apparatus.

All stop, turn, back up, corner, and DOT lights shall be provided. The stop, turn, and brake lights shall be LED.

A flush mounted fuel fill hole with be provided for one fuel tank. The fuel fill shall be located on the body next to the pump in a vertical manner to facilitate easy filling of the fuel tank. It shall NOT be located on the side of the body. A "Gasoline" shall be provided next to the fuel filler cap.

Mud flaps shall be installed behind the rear wheels. The mud flaps shall say "KEEP BACK 500 FEET".

ELECTRICAL

The entire wiring system shall be entirely composed of high grade commercial quality wiring harnesses that shall be color coded and function coded throughout. An electrical sub panel shall be located behind the passenger seat. The apparatus' wiring harnesses shall be connected to the electrical sub panel utilizing Deutsch connectors.

Electrical quick-connects shall be provided at both the front and rear receiver hitches.

A wiring diagram shall be provided with the apparatus.

FRONT BUMPER

A full replacement bumper and grill guard shall be mounted on the front of the chassis.
The front replacement bumper shall have a black textured powder coated finish.
The bumper shall have an integral receiver hitch.
The bumper shall have a black textured Powder Coat finish.

KUSSMAUL AUTO EJECT FOR SHORELINE

The apparatus shall be provided with a Kussmaul Auto Charge 1000 battery charging / conditioning system with auto eject plug and battery status indicator.

The deluxe auto eject plug with battery status indicator shall be mounted in the fire body extrusion.

EMERGENCY LIGHTING SYSTEM

An emergency lighting system consisting of the following shall be provided.

A Whelen Justice NFPA LED 56" LED light bar, RED, shall be mounted on the headache rack located at the front of the fire body. The light bar shall include flashing take down and alley lights.

Eight (8) Whelen ION T-Series lights 1.5" x 5.3 LED, RED, Flashing lights shall be provided with chrome bezels. The LED lights shall be located two (2) at the front of the apparatus, two (2) on the sides of the front fenders (one (1) each side), and two (2) on the sides of the fire body (one (1) each side), two (2) at the rear of the apparatus.

There shall be two (2) Whelen L31HRFN LED beacon lights, RED, located at the rear of the apparatus on mounting brackets located on the rear of the tank.

The emergency lights shall be independently switched with a master switch ability.

A Whelen 295SLSA6 full function 100 watt siren shall be provided.

A Whelen SA315P 100 watt speaker shall be mounted at the front bumper.

A Whelen TAM 85 Traffic Advisor.

A Code 3 CA250 97 dB back up alarm shall be provided.

All emergency lights shall be controlled from the siren / switch module located inside the aluminum console.

A custom aluminum console shall be provided to house the siren/switch controls, traffic advisor controller, and customer supplied radio.

SCENELIGHTS
There shall be two (2) Whelen PFH2P pushup pole scene lights mounted at front of body, one each side. The poles shall be 57" in length and shall have position sensor. Each light shall have over **20K lumens** and shall be switched inside the cab.

WORK LIGHTS
There will be three (3) LED work lights provided, mounted one (1) on each side of the headache rack facing the rear of the truck, and one (1) at the rear of the truck for nighttime operation and will be switched at the switch module in the cab.

There shall be two (2) LED underbody ground lights at the rear of the apparatus, and one (1) LED underbody light located under each cab door. These lights shall be automatically activated when the chassis' transmission is shifted into park and shall automatically de-activate when the chassis' transmission is shifted out of park. These lights shall be LED.

LETTERING AND STRIPING
Lettering on front driver and passenger doors will be simulated gold leaf with black outline.

5" **AUBURN** lettering and 4" **FIRE DEPARTMENT** lettering stacked.

AUBURN
FIRE DEPARTMENT

The apparatus shall be provided with 4" Scotchlite reflective on the lower portion of the chassis of the apparatus as per NFPA requirements.

There shall be provided a 3" Scotchlite reflective stripe around the perimeter of the fire body.

There shall be a red / yellow reflective chevron at the rear of the apparatus and on the rear facing sides of the upper body compartments.

AGENDA ITEM
NO

H-3

Upon recording, return to:
City of Auburn, NE
c/o Crystal Dunekacke
1101 J Street
Auburn, NE 68305

RESOLUTION NO. 08-23
Of
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

ASSIGNMENT AND ASSUMPTION OF OPTION TO PURCHASE AGREEMENT
WESTGATE ADDITION TO AUBURN, NE

THIS ASSIGNMENT AND ASSUMPTION OF OPTION TO PURCHASE AGREEMENT WESTGATE ADDITION TO AUBURN, NE ("**Assignment**"), is made by and between the CITY OF AUBURN, NEBRASKA (the "**Assignor**"), and the COMMUNITY REDEVELOPMENT AUTHORITY OF AUBURN, NEBRASKA ("**Assignee**"), as of the date fully executed by both Assignor and Assignee (the "**Effective Date**").

WHEREAS, Assignor is a party to that certain "Option to Purchase Agreement Westgate Addition to Auburn, NE" (referred to herein as the "**Agreement**"), granting Assignor with an option to purchase certain real property in Auburn, Nemaha County, Nebraska, legally described as: Westgate Addition within Sec 21-5-14, Pt of the SEl/4 NWl/4, including Lots 2 & 3, Blk 3, excluding the E. 50' of Lt 23 in BLKl (also referred to as "parcel 20"), Westgate Addition to Auburn, Nemaha County, NE (the "**Property**"); and

WHEREAS, section 37 of the Agreement explicitly permits the assignment and assumption of the Agreement, as between Assignor and Assignee; and

WHEREAS, in accordance with the Agreement, and subject to the terms and conditions of this Assignment, Assignor wishes to assign to Assignee, and Assignee wishes to assume from Assignor, all of Assignor's rights, title, and interests in, to, and under the Agreement.

NOW, THEREFORE, in consideration of the recitals above which are incorporated below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereto do hereby agree as follows:

1. Assignment. Effective as of the date of Effective Date, Assignor hereby grants, conveys,

assigns, and transfers to Assignee, its successors and assigns, any and all right, title and interest of Assignor in and to the Agreement, for the remaining term thereunder and any extensions thereof, together with any and all rights and appurtenances thereto in any way belonging to Assignor and its successors and assigns, subject to the terms of this Assignment.

2. Acceptance and Assumption. Effective as of the Effective Date, Assignee hereby assumes all rights, obligations and liabilities of Assignor under the Agreement, and accepts and agrees to perform all of the terms, covenants and conditions of the Agreement required to be performed by Assignor, from and after the Effective Date, subject to the terms of this Assignment.

3. Indemnification. To the extent permitted by law, and subject to section 5 below, Assignee shall indemnify, defend and hold Assignor harmless from and against any and all claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings in law or in equity or otherwise, judgments, awards and expenses of every kind and nature whatsoever, including without limitation, attorneys' fees, arising out of or relating to, directly or indirectly, in whole or in part, the Agreement, occurring from and after the Effective Date. To the extent permitted by law, and subject to section 5 below, Assignor shall indemnify, defend and hold Assignee harmless from and against any and all claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings in law or in equity or otherwise, judgments, awards and expenses of every kind and nature whatsoever, including without limitation, attorneys' fees, arising out of or relating to, directly or indirectly, in whole or in part, the Agreement, occurring prior to the Effective Date.

4. Deposit. Subject to section 5 below, this Assignment shall also act as an assignment from Assignor to Assignee of the earnest money deposit made by Assignor under the Agreement in the amount of Fifty Thousand & no/100 Dollars ($50,000.00) (the "**Earnest Money Deposit**"), together with all rights and entitlements associated therewith under the Agreement.

5. Funding of Purchase Price; Disposition of Funds. In addition to assignment of the Earnest Money Deposit under section 4 above, Assignor agrees to transfer funds to Assignee in the amount upto Nine Hundred-Fifty Thousand & no/100 Dollars ($950,000.00), representing the balance of the purchase price for the Property, plus such other costs of the transaction attributable to Buyer under the Agreement (collectively, the "**Purchase Funds**"), no later than July 12, 2023.. In relation to the foregoing, the following terms and conditions shall apply:

(a) The Purchase Funds shall be used by Assignee for the sole purpose of closing the transaction under the Agreement and purchasing the Property.

(b) In the event the transaction under the Agreement fails to close and Assignee does not obtain fee simple title to the Property prior to the expiration or termination of its rights under the Agreement, Assignee shall reimburse Assignor in the amount of the Purchase Funds within thirty (30) days. Additionally, if such expiration or termination results in a refund of the Earnest Money Deposit to Buyer under the Agreement, Assignee shall also reimburse the same to Assignor within thirty (30) days following Assignee's receipt of such funds. Notwithstanding the foregoing, Assignor shall hold Assignee harmless from any other disposition of the Earnest

Money Deposit under the Agreement (i.e., such funds are retained by Seller pursuant to the Agreement), and shall not be entitled to a refund thereof.

(c) In the event Assignee does proceed with the transaction under the Agreement and obtains fee simple title to the Property, Assignor shall be entitled to all proceeds, up to the aggregate amount of the Earnest Money Deposit and Purchase Funds, derived from Assignee's subsequent sale of the Property, or portion(s) thereof, as applicable. Assignee shall pay any such funds to Assignor within thirty (30) days following their receipt.

6. Notice to Seller under Agreement. Following the Effective Date, Assignee shall notify the "Seller" and title insurance company under the Agreement of this Assignment.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute but one and the same agreement.

8. Construction. The language of this Assignment will be construed simply, according to its fair meaning, and not strictly for or against any party hereto. This Assignment shall be governed by the laws of the State of Nebraska.

9. Additional Acts. Assignor and Assignee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Assignment.

10. Definitions. Any capitalized term not defined herein shall have the meaning ascribed to such term in the Agreement, except as the context otherwise requires.

11. Survival. This Assignment shall survive the closing of the transaction under the Agreement and/or the expiration or termination of the Agreement, as applicable.

12. Recordation. Following the Effective Date, this Assignment may be filed in the land records of Nemaha County, Nebraska, against the Property.

(Signatures follow)

IN WITNESS WHEREOF, the parties hereto have entered into this Assignment as of the Effective Date.

ASSIGNOR:

THE CITY OF AUBURN, NEBRASKA

By:_____
Chris Erickson, Mayor

Date: _____

ATTEST:

_____
Sherry Heskett, City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF NEMAHA)

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

_____
Notary Public

ASSIGNEE:

THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF AUBURN, NEBRASKA

By:_____
Katy Billings, Chairperson

Date: _____

ATTEST:

_____
Sherry Heskett, Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF NEMAHA)

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

_____
Notary Public

AGENDA ITEM NO

H-4

RESOLUTION NO. 09-23
Of
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION FOR THE TRANSFER OF NUISANCE/DILAPIDATED REAL ESTATE TO THE CITY OF AUBURN, NEBRASKA BY DONATION AGREEMENT FOR NUISANCE ABATEMENT PURPOSES.

WHEREAS, on December 9, 2019, the City Council identified, reviewed, considered, recognized the below described real estate herein as a nuisance to the City of Auburn, NE in need of immediate rehabilitation or removal - structures upon real estate described as:

Lt 1, Blk 19, Calvert Addition to Auburn, Nemaha County, Nebraska
(2500 '0' St)

WHEREAS, the Owners & Possessors, Matthew O. & Lisa M. Nichols, of said property acknowledge the nuisance status and are requesting transfer of the real estate to the City of Auburn, NE., for nuisance abatement.

WHEREAS, the owners do not reside in the structure(s) and do not have the necessary means of removing the structures currently in disrepair/dilapidated condition.

WHEREAS, the Owners agree to clear up all tax obligations and thereafter transfer the real estate to the City of Auburn, NE, by donation, free and clear of any lien, assessment, or further obligation.

WHEREAS, there is a lien against the real estate for delinquent utility services with the Auburn Board of Public Works which the City, on acceptance, will request be removed for nuisance abatement and further transfer.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF AUBURN, NEMAHA COUNTY, NE., AS FOLLOWS:

1. The City Council approves the transfer of the real estate identified hereinabove pursuant to Warranty Deed by Owners & Possessors of the real estate by donation for the purpose of nuisance abatement and sale of property for further improvement to the Community & Community Residence.
2. The City Council approves seeking to have lien from the BPW released for nuisance abate and to clear title for transfer of real estate.

PASSED and APPROVED, this 12th day of June 2023.

Chris Erickson, Mayor of the
City of Auburn, Nebraska

ATTEST:

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

(Seal)

Prepared by: A. M. Ligouri, Attorney at Law, Ligouri Law Office, P.O. Box 99.
After recording return to: Auburn City Hall, 1101 "J" St. Auburn, NE. 68305.

VERIFIED GRANTOR ACKNOWLEDGMENT STATEMENT

COMES NOW, GRANTORS, **MATTHEW O. NICHOLS & LISA M. NICHOLS, husband and wife,** owners of the property (herein after referred to as "Property") located at 2500 "O" St., Auburn, NE. 68305, and hereby states, acknowledges and agrees to the following legal terms and conditions in their gift of the below described vacant, abandoned and un-kept real estate to the City of Auburn, NE to clean and clear the property and possibly re-sale by the City:

(1) That the legal description of the Property considered herein is:

Lot One (1) in Block Nineteen (19) in Calvert Addition to Auburn, Nemaha County, NE.,

address: 2500 "O" St., Auburn, NE. 68305, Parcel ID. 640000401.

(2) That **MATTHEW O. NICHOLS & LISA M. NICHOLS, husband & wife,** are the legal and sole owners and possessors in fee simple of said Property and are in the sole physical possession of said Property. They hereby acknowledge that there is no tenant or person(s) currently staying at the residence on said property that can claim to be a legal tenant or possessor of said property. The property is vacant and not being maintained.

(3) The undersigned agree to hold the City of Auburn, Nebraska, a municipal corporation, harmless from any notice, claim, and/or demand of physical right of possession by any proposed tenant, holdover tenant, squatter or otherwise claiming possession of any type of the above identified property for any purpose or reason.

(4) The undersigned state and acknowledge that the real estate taxes on said property for 2022 have been paid in full; and agrees that the City of Auburn, NE, shall not be responsible for real estate taxes on said Property up through the date of transfer (date on the deed) and said obligation shall be paid forthwith by the MATTHEW O.

NICHOLS & LISA M. NICHOLS or their representative upon the real estate transfer identified herein.

(5) The undersigned state and acknowledge that this real estate transfer is being made between the two parties for proper consideration and the undersign acknowledge that the property is currently in poor condition, un-kept, and has no current value to the undersigned.

(6) The undersigned hereby releases any and all claim or right to all property, real or personal on said property after June 15, 2023, and affirmatively states that they are not storing any property of another on said Property. The undersigned relinquishes all claims whatsoever to all property located at the residence or on the Property in general after the date stated within this paragraph.

(7) The undersigned recognizes and acknowledges that upon transfer of the Property to the City of Auburn, Nebraska, they will have no further claim or right in the Property whatsoever, except for and solely for, removing personal property items before the date stated in paragraph 6 hereinabove.

(8) The undersigned states and affirms that there is currently no legal action or proposed legal action against the property. The undersigned affirms that there are no assessments, claims, liens, or encumbrances against the Property of any nature.

(9) The undersigned affirms that they have not had any remodeling, repair or construction work done on or to the property within the last 120 days and will not be contracting for said work in the future. There are not construction liens or possible claims for construction liens against the property.

(10) The undersign acknowledges that it is their full intention to deed the property over to the City of Auburn, NE., and upon executing said deed that they no longer retain any title, interest, or possession in said property, except solely for the purpose of removing personal property items by the date stated in Paragraph 6 hereinabove.

(11) **ACKNOWLEDGEMENTS OF THE GRANTORS.** By signing this Agreement, the Grantors acknowledge the following:

a. They have thoroughly read this Agreement and understands all the provisions;

b. They have had ample opportunity to consult with their attorney and have asked all questions they may have concerning their rights and obligations under this Agreement and are proceeding knowingly, with a complete understanding of this Agreement;

c. They are completely satisfied with the services of their attorney (if any), and they fully understand every aspect of this Agreement;

d. There have been no representations, promises or agreements made outside of this Agreement and this document contains the entire understanding;

e. They are not under duress or undue influence to sign this Agreement by reason of either force or threats and their judgment is not clouded by illness, drugs or alcohol;

f. After careful consideration of all circumstances, they consider this Agreement to be fair and equitable;

g. They know and understand that this Agreement is final and binding and will be enforceable in a court of law.

Based upon the above, they are satisfied they fully understand the facts and with such knowledge they hereby affirm that they are signing this Agreement freely and voluntarily and entirely of their own volition, and they are fully aware that Angelo M. Ligouri and Ligouri Law Office, Attorneys at Law, only represent the interest of the City of Auburn, NE. in this real estate transfer and do not represent the Grantors in any form or manner herein.

Executed this ____ day of June 2023.

_____ _____

Matthew O. Nichols, Grantor **Lisa M. Nichols,** Grantor

STATE OF NEBRASKA, COUNTY OF NEMAHA)) ss.

The foregoing instrument was acknowledged before me on this _____ day of June 2023, by **MATTHEW O. NICHOLS & LISA M. NICHOLS,** husband and wife.

_____

Notary Public

My commission expires:

LIGOURI LAW OFFICE
ATTORNEYS AT LAW
1118 15TH STREET
P.O. BOX 99
AUBURN, NEBRASKA 68305

LOUIE M. LIGOURI
ANGELO M. LIGOURI
MORGAN T. RITCHIE

TELEPHONE 274-5484
FACSIMILE 274-3686
AREA CODE 402

NOTICE AND ACKNOWLEDGMENT FOR REAL ESTATE TRANSFER TO THE CITY OF AUBURN, NE.

(A) The Grantors here below acknowledge that they have been informed by Angelo M. Ligouri, on behalf of the City of Auburn, NE., that Grantors request to gift the real estate located at 2500 "O" Street, Auburn, NE to the City pursuant to their Grantors Acknowledgment and Warranty Deed executed and signed on this date, **STILL REMAINS** subject to acceptance by the City Council at the Auburn City Council Meeting set for Monday, June 12, 2023 at 7:00 pm at the Auburn City Hall.

(B) Grantors further acknowledge that if the City Council denies the real estate transfer after review and consideration at Council Meeting, the Grantors will remain owners in fee simple of the real estate and the proposed transfer to the City in all respects shall be null and void and of no effect.

The Grantors below named hereby acknowledge notice and agreement with the above provisions with Paragraphs (A) and (B) herein in all respects.

Executed this _____ day of June, 2023.

_____
Matthew O. Nichols, Grantor

_____
Lisa M. Nichols, Grantor

Prepared by: Angelo M. Ligouri, Attorney at Law.
After recording return to: City Hall, 1101 "J" St., Auburn, NE. 68305

WARRANTY DEED

MATTHEW O. NICHOLS & LISA M. NICHOLS, husband and wife, GRANTORS, in consideration of One Dollar ($1.00) and other good and valuable consideration received from GRANTEE, the City of Auburn, NE., a municipal corporation, conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. §76-201), to wit:

Lot One (1) in Block Nineteen (19) in Calvert Addition to Auburn, Nemaha County, NE.,

address: 2500 "O" St., Auburn, NE. 68305, Parcel ID. 640000401.

Grantors covenant with the Grantee that Grantors:
(1) are lawfully seized of the above-described real estate and that said real estate is free from encumbrances, subject to easements, right of ways, and restrictions of record;
(2) have legal power and lawful authority to convey the same;
(3) warrant and will defend the title to the above-described real estate against the lawful claims of all persons.

Executed this _____ day of June 2023.

GRANTORS:

_____ _____
MATTHEW O. NICHOLS, husband LISA M. NICHOLS, wife

STATE OF NEBRASKA, COUNTY OF _____))ss.
The foregoing Warranty Deed was acknowledged before me on this ____ day of June 2023, by Matthew O. Nichols & Lisa M. Nichols, husband and wife, Grantors.

_____
Notary Public

My commission expires:_____

BOCKMANN INC.
1600 CENTERPARK ROAD
LINCOLN, NE. 68512

ASBESTOS SURVEY

Vacant House

2500 "O" Street

AUBURN, NEBRASKA

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Certificates	**Appendix C**

INSPECTOR

NAME: **Ron Thompson**

ADDRESS: **1600 CENTERPARK ROAD**
LINCOLN, NE 68502

PHONE: **(402)423-6631**

DATE OF INSPECTION: January 13th, 2021

EPA CERTIFICATE # 2 8 8 I 0 5 4

STATE OF NE. CERTIFICATE # NE-MP784

SURVEY REVIEW

On the date of January 13th, 2021 Bockmann Inc. representative, Ron Thompson conducted an asbestos survey of a vacant house located at 2500 "O" Street in Auburn, Nebraska. The purpose of the survey was to identify all ACBM (asbestos containing building materials) within the building. This structure is to be demolished. Federal regulations require that ACBM within a building be identified prior to the start of any renovation or demolition projects.

No asbestos containing materials were found to be present within this structure.

Sampling was done in accordance with OSHA regulations, with a minimum of one and a maximum of seven samples taken of each homogeneous area. "Homogeneous area" means an area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture. An independent third-party laboratory using Polarized Light Microscopy did analysis of bulk samples. The following is a summary of the materials, which were sampled.

In Appendix A there are copies of the bulk sampling records. The sampling records give a detailed description of the samples taken and where they were taken. Appendix B contains copies of the laboratory bench sheets, which show what fibrous materials (asbestos and non-asbestos) were present in the sample. The samples were analyzed in a progressive manner, which means that if a sample from a homogeneous area was found to contain asbestos then subsequent samples of the same homogeneous area were not analyzed.

Building materials, which were sampled, but did not contain asbestos (<1%) include:

Green Sheet Flooring (sample 01)
***Location*:** Kitchen
***Quantity*:** 180 square feet

Tan Sheet Flooring (sample 02)
***Location*:** Rest room
***Quantity*:** 30 square feet

Drywall (sample 03)
***Location*:** Misc. ceilings and walls
***Quantity*:** <1,000 square feet

Off White Sheet Flooring (sample 04)
***Location*:** Dining room
***Quantity*:** 200 square feet

Off White 12"x12" Floor Tile (sample 05)
***Location*:** Living room
***Quantity*:** 250 square feet

Plaster (sample 06)
***Location*:** Misc. ceilings and walls
***Quantity*:** >1,000 square feet

Asphalt Shingles (sample 07)
***Location*:** Roof of house
***Quantity*:** <1,000 square feet

Appendix A

21002044

BULK SAMPLING RECORD

Building: 2500 "O" Street **Date:** 01/13/21

Location: Auburn, Nebraska

Inspector: Ron Thompson **Job #:** 21-0068 **Cert #:** NE-MP784

Sample Number	Location	Material Sampled	Homog. Area
01	Kitchen	Green sheet flooring	Kitchen
02	Middle of rest room	Tan sheet flooring	Rest room
03	S wall of dining room	Drywall	Misc. ceilings and walls
04	W side of dining room	Off white sheet flooring	Dining room
05	Middle of living room	Off white 12"x12" floor tile	Living room
06	Ceiling in kitchen	Plaster	Misc. ceilings and walls
07	E side of house	Asphalt shingles	Roof of house and garage

Date: 1/13/21 **Time:** _____ **Relinquished By:** Ron Thompson

Date: 1/15/21 **Time:** 9:55am **Received By:** CB

24 Hour TAT

Appendix B

SanAir Technologies Laboratory

The Identification Specialists

Analysis Report prepared for Bockmann Inc

Report Date: 1/15/2021

Project Name: 2500 O Street Auburn, Nebraska

Project #: 21-0068

SanAir ID#: 21002044

NVLAP TESTING

NVLAP LAB CODE 200870-0

1551 Oakbridge Dr. Suite B | Powhatan, Virginia 23139-8061
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com

SanAir ID Number
21002044
FINAL REPORT
1/15/2021 3:57:15 PM

SanAir
Technologies Laboratory

Name: Bockmann Inc
Address: 1600 Center Park Road
Lincoln, NE 68512-1228
Phone: 402-423-6631 x 104

Project Number: 21-0068
P.O. Number:
Project Name: 2500 O Street Auburn, Nebraska
Collected Date: 1/13/2021
Received Date: 1/15/2021 9:55:00 AM

Dear Ron Thompson,

We at SanAir would like to thank you for the work you recently submitted. The 7 sample(s) were received on Friday, January 15, 2021 via FedEx. The final report(s) is enclosed for the following sample(s): 01, 02, 03, 04, 05, 06, 07.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

Sandra Sobrino

Sandra Sobrino
Asbestos & Materials Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:
- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:
- 7 samples in Good condition.

SanAir Technologies Laboratory

SanAir ID Number
21002044
FINAL REPORT
1/15/2021 3:57:15 PM

Name: Bockmann Inc
Address: 1600 Center Park Road
Lincoln, NE 68512-1228
Phone: 402-423-6631 x 104

Project Number: 21-0068
P.O. Number:
Project Name: 2500 O Street Auburn, Nebraska
Collected Date: 1/13/2021
Received Date: 1/15/2021 9:55:00 AM

Analyst: Pisula, Nicholas

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	Components % Fibrous	% Non-Fibrous	Asbestos Fibers
01 / 21002044-001 Kitchen Sheet Flooring	Green Non-Fibrous Homogeneous	20% Cellulose	80% Other	None Detected
02 / 21002044-002 Middle Of Rest Room Sheet Flooring	Tan Non-Fibrous Homogeneous	20% Cellulose	80% Other	None Detected
03 / 21002044-003 S Wall Of Dining Room Drywall	Grey Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
04 / 21002044-004 W Side Of Dining Room Sheet Flooring	Off-White Non-Fibrous Homogeneous	20% Cellulose	80% Other	None Detected
05 / 21002044-005 Middle Of Living Room 12" X 12" Floor Tile	Off-White Non-Fibrous Homogeneous		100% Other	None Detected
06 / 21002044-006 Ceiling In Kitchen Plaster, Plaster	Grey Non-Fibrous Homogeneous		100% Other	None Detected
06 / 21002044-006 Ceiling In Kitchen Plaster, Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
07 / 21002044-007 E Side Of House Asphalt Shingles	Black Non-Fibrous Heterogeneous		100% Other	None Detected

Analyst: Nicholas Pisula

Analysis Date: 1/15/2021

Approved Signatory: Johnathan Wilson

Date: 1/15/2021

Disclaimer

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced except in full without written approval of the laboratory to assure that parts of the report are not taken out of context. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition in which they arrived at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. This report does not constitute and shall not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any other U.S. governmental agencies and may not be certified by every local, state, and federal regulatory agencies.

Samples are held for a period of 60 days. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations.

For NY state samples, method EPA 600/M4-82-020 is performed.

NYELAP Disclaimer:
Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Certifications
NVLAP lab code 200870-0
City of Philadelphia: ALL-460
PA Department of Environmental Protection Number: 68-05397
California License Number: 2915
Colorado License Number: AL-23143
Connecticut License Number: PH-0105
Massachusetts License Number: AA000222
Maine License Number: LB-0075, LA-0084
New York ELAP lab ID: 11983
Rhode Island License Number: PCM00126, PLM00126, TEM00126
Texas Department of State Health Services License Number: 300440
Commonwealth of Virginia 3333000323
Washington State License Number: C989
West Virginia License Number: LT000616
Vermont License: AL166318
Louisiana Department of Environmental Quality: 212253, Cert 05088

Revision Date: 8/14/2020

Appendix C

Educational Institute
Environmental & Safety Training

EDUCATIONAL INSTITUTE

certifies that

Ron Thompson

has successfully passed the course and required examination with at least 70% and completed the requirements for asbestos accreditation under section

206 of TSCA, Title II, 15 U.S.C. 2646

EPA AHERA/Nebraska Asbestos Abatement

Inspector/Management Planner Refresher Training Course

Course Date: 10/03/2019

Examination Date: 10/03/2019

Expiration Date: 10/03/2020

Certificate # EDI 2019-0006 IMPR

Last 4 digits Social Security # 1130

Course Location: Lincoln, Nebraska

Course Provided By:
Educational Institute for Asbestos Training
1450 Centerpark Road
Lincoln, NE 68512
(402) 423-7530

Chris Bockmann
Instructor

State of Nebraska

Department of Health and Human Services
Division of Public Health

Ronald J Thompson

Asbestos Management Planner

License #: 784

Expiration: 03/05/2021

Status: Active

AGENDA ITEM NO

I - 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Tom Clark (Ward 1)	Aye:_____	Nay:_____	Absent:_____	Abstain:_____
Shawn Clark (Ward 1)	Aye:_____	Nay:_____	Absent:_____	Abstain:_____
Katy Billings (Ward 2)	Aye:_____	Nay:_____	Absent:_____	Abstain:_____
Rick Janssen (Ward 2)	Aye:_____	Nay:_____	Absent:_____	Abstain:_____
Nathan Seitz (Ward 3)	Aye:_____	Nay:_____	Absent:_____	Abstain:_____
Jeff Jeanneret (Ward 3)	Aye:_____	Nay:_____	Absent:_____	Abstain:_____
Chris Erickson, Mayor (Tiebreaker vote)	Aye:_____	Nay:_____		

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

_____
Chris Erickson, Mayor
City of Auburn, Nebraska

ATTESTED:

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

APPROVED AS TO FORM & LEGALITY:

_____
City Attorney Date

NOTICE OF PUBLICATION
OF ORDINANCE NO. 04-23
IN PAMPHLET FORM

Public notice is hereby given that at a meeting of the Mayor and City Council of the City of Auburn, Nebraska held at Auburn City Hall, 1101 "J" St, Auburn, NE, starting at 7:00 p.m. on _____, 2023, there was passed and adopted Ordinance No. 04-23 entitled:

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

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

_____
Sherry Heskett, Municipal Clerk
City of Auburn, Nebraska

Publish One (1) Time: _____

AGENDA ITEM NO

I-2

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

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

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

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

150.80. Purpose. Recognizing that vacant buildings and properties contribute to blight in commercial, district, and residential neighborhoods, discourage economic development, hinder appreciation of property values, endanger public health and safety, attract criminal activity, and create fire hazards, it is the responsibility of owners to prevent buildings from becoming a burden to the neighborhood and community and a threat to the public health, safety, and welfare. Maintenance of the public health, safety and welfare thus requires the City to maintain an accurate registration of all vacant buildings and properties.

150. 81. Definitions.

A. Building means a building, accessory structure, mobile or modular structure, or other structure adapted to permanent occupancy for residential or commercial property.

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

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

D. Commercial means any structure or property classified as a commercial structure under the zoning ordinances of the City of Auburn, NE.

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

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

G. Vacant Building means a building or property that is unattended or unoccupied and is not actively used as a place of business, or the buildings primary use or intention as commercial is not being developed or utilized; or without active and routine development towards retail business use/occupation, or the building is frequently open or unsecured so that unauthorized admittance may be gained without damaging any portion of the property, or the building is primarily being

used for storage. A commercial building or property will be considered vacant when found to be in the above condition for more than six (6) months and subject to the registration requirements found in this Ordinance.

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

150.82. Registration and Maintenance Requirements; Fees.

A. The owner of a vacant building or property must register the building with the City Building Inspector/Code Enforcement Officer ("CBICEO" herein) within twenty (20) days of written notice provided to the owner or the owner's resident agent of the vacant building. Such notice shall be served on the owner or resident agent by personal service or by certified mail, return receipt requested. If the owner is a resident, such notice shall be personally served or sent by certified mail, return receipt requested. If the owner is a non-resident, such notice shall be personally served or sent by certified mail, return receipt requested, to the last known address of the owner.

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

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

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

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

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

E. If the owner of the vacant building or property does not reside in Nemaha County for at least six (6) months a year, then they must provide information for a resident agent with authority to act with respect to the property, such resident

agent residing in Nemaha County at least six (6) months per year, including name, current mailing address, phone number, current email address, and any other contact information of the owners agent. Failure to identify a resident agent is grounds for rejection of the registration application without refund of the application fee as well as the penalties herein.

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

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

H. A registration fee of Two-Hundred-Fifty Dollars ($250.00) per building shall be collected by the City Clerk/Treasurer at the time of registration or re-registration.

150.83. Inspections; Minimum Maintenance Standards; Ongoing Obligation.

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

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

C. The owner of a vacant building or property will make the property available for an initial inspection within seven (7) days of submitting the registration application, and again within fourteen (14) days of the City's request of subsequent inspections in order to ascertain the ongoing condition of the building and compliance with this Ordinance, as well as the City's Building Codes/Ordinances. Such inspections shall take place at reasonable times during business hours. Failure to permit an inspection hereunder is grounds for rejection of the registration application without refund of the application fee as well as the penalties identified herein.

150.84. Penalties; Procedures.

A. <u>Penalties</u>

1. Any owner who fails to register a vacant building under this article shall be liable for a civil penalty of five hundred dollars ($500.00) per 24-hour period that said vacant building is unregistered.

2. If the building continues to meet the definition of a vacant building for a period of thirty (30) calendar days beyond the required re-registration date, and the

owner fails to re-register such building, the City Clerk shall assess a penalty of five hundred dollars ($500.00) for each thirty (30) calendar day period the building continues to be un-reregistered.

3. If a building or property is vacant and unregistered more than one (1) year and remains unregistered it shall be classified as a chronic vacancy, and as a chronic vacancy a building or property shall be subject to a fee of $5,000.00 per year of chronic vacancy with a 10% annual increase. Funds derived from said fee shall be used to offset the City's costs if annual inspections as provided in this Ordinance.
4. All penalties and fees assessed shall be payable directly to the City of Auburn, NE.
5. Any and all civil penalties assessed under this section shall be billed to the owner or other responsible party. Failure or refusal to pay any and all such penalties permits the City to pursue any and all available legal remedies for the enforcement and collection of such penalties; including but not limited to, civil actions being filed in any court of competent jurisdiction, abatement of nuisances maintained in violation of this chapter, institution of injunction, mandamus, or other appropriate action or proceedings to enforce the penalty provisions of this chapter.
6. When penalties assessed under this Ordinance have gone unpaid for one (1) year, they shall be added to the county's tax rolls as special assessments.

B. Procedures.

1. Upon failure to register a vacant building a Notice of Registration Penalty shall be issued to the owner(s).
2. A separate Notice of Registration Penalty shall be issued for each subsequent penalty that may be assessed.
3. The Notice of Registration Penalty shall be served upon the owner by certified mail, personal service, mail, or email, as is accessible to the City and the owners.
4. This chapter in no way limits the penalties, actions or abatement procedures which may be taken by the city for violation of any other ordinance of the city or statute of the state of Nebraska.

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

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

SUSPEND
READINGS _____
(3/4 VOTE)

FIRST READING _____

SECOND READING _____

THIRD READING _____

PASSED AND APPROVED THIS 8TH DAY OF MAY 2023 AS FOLLOWS:

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

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

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

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

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

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

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

_____
Chris Erickson, Mayor
City of Auburn, Nebraska

ATTESTED:

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

APPROVED AS TO FORM & LEGALITY:

_____
City Attorney Date

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

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

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

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

_____
Sherry Heskett, Municipal Clerk
City of Auburn, Nebraska

Publish One (1) Time: _____

AGENDA ITEM NO I-3

ORDINANCE NO. 06-23
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

AN AMENDMENT TO ORDINANCE NO. 01-23 OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA, AMENDING FIXED COMPENSATION OF THE OFFICERS & EMPLOYEES OF THE CITY; REPEALING THE ORIGINAL ORDINANCE NO. 01-23; PRESCRIBING EFFECTIVE DATES FOR COMPENSATION; & DECLARING AN EFFECTIVE DATE FOR THIS ORDINANCE

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA:

SECTION I. That the Compensation and other benefits of the officers and employees of the City of Auburn, Nemaha County, Nebraska, is hereby fixed by category as follows:

Categories	No. in each Category	Salary	Annual Pension	Annual Insurance	Effective Date
SWIMMING POOL					
Manager	1	$ 18.00 Hr			04/1/2023
Asst. Manager	3	$ 16.00 Hr			04/1/2023
Lifeguards	(varies)	$ 14.00 Hr	WSI		04/1/2023
		$ 12.00 Hr	Non WSI		04/1/2023
LIBRARY					
Library Director	1	$ 3,971.00 Mo	$ 2,859.12	$ 11,678.16	10/1/2022
Cir. Clerk/Asst. Childrens	1	$ 15.68 Hr	$ -	$ -	10/1/2022
Circulation Clerk	1	$ 15.68 Hr	$ -	$ -	10/1/2022
Reference Librarian	1	$ 17.77 Hr	$ 1,607.88	$ -	10/1/2022
Catalog Clerk	1	$ 15.68 Hr	$ -	$ -	10/1/2022
STREET DEPARTMENT					
Commissioner	1	$ 4,528.33 Mo	$ 3,260.40	$ 8,087.64	10/1/2022
Laborer	1	$ 3,984.93 Mo	$ 2,869.14	$ 8,010.00	10/1/2022
Laborer (With CDL)	1	$ 3,441.53 Mo	$ 2,477.50	$ 17,172.12	10/1/2022
Laborer (Without CDL)		$ 3,169.83 Mo	$ 2,282.28		10/1/2022
Laborer (Part Time)	(varies)	$ 20.38 Hr	$ -	$ -	10/1/2022
Extra Street Help	(varies)	$ 16.50 Hr	$ -	$ -	10/1/2022
PARKS					
Laborer (Seasonal)	1	$ 16.75 Hr			06/1/2023
	2	$ 16.00 Hr			06/1/2023
	3	$ 14.00 Hr			06/1/2023

MISCELLANEOUS

Mayor	1	$	300.00	Mo	$	-	$	40.92	10/1/2022
Council Members	6	$	200.00	Mo	$	-	$	40.92	10/1/2022
City Clerk/Treasurer	1	$	6,479.00	Mo	$	4,664.88	$	8,318.52	10/1/2022
City Admin/Economic Developer	1	$	7,837.50	Mo	$	5,643.00	$	6,140.28	10/1/2022
Deputy Clerk	1	$	3,687.50	Mo	$	2,633.40	$	17,089.68	10/1/2022
Part Time Helper	1	$	9.00	Hr	$	-	$	-	10/1/2022
Office Assistant	1	$	16.20	Hr	$	2,021.45	$	8,010.36	10/1/2022
Building Inspector	1	$	27.00	Hr	$	3,369.60	$	6,140.28	01/1/2023
Floodplain Administrator	1	$	416.67	Mo	$	-	$	-	10/1/2022
Physician	1	$	1.00	Yr	$	-	$	-	10/1/2022
Fire Department	1	$	520.84	Mo	$	-	$	-	10/1/2022

BOARD OF PUBLIC WORKS	Number	Salary	Annual Pension	Annual Insurance
BOARD MEMBER	5	200.00 Mo	0.00	0.00
GENERAL MANAGER	1	8,500.00 Mo	6,438.43	16,389.12
W&WW MANAGER	1	5,636.80 Mo	4,058.50	16,108.20
ELECTRIC MANAGER	1	6,630.00 Mo	4,773.60	16,309.68
ACCTG & FINANCE MGR	1	5,726.93 Mo	4,123.39	6,212.40
UTILITY MANAGEMENT/CUSTOMER ADMIN	1	27.94 Hr	3,486.91	8,268.00
CUST SERV SPEC I	1	22.39 Hr	2,794.27	8,228.64
PAYROLL CLERK/ PURCHASING AGENT	1	28.69 Hr	3,580.51	16,087.44
ENGINEERING TECH	1	33.19 Hr	4,142.11	6,222.96
GENERAL SERVICE TECH	1	23.91 Hr	2,983.97	22,519.44
GENERAL SERVICE TECH	1	18.88 Hr	2,356.22	5,757.48
LEAD LINE TECHNICIAN	1	34.15 Hr	4,261.92	6,202.76
LINE TECH SUPERV	1	36.58 Hr	4,565.18	6,233.16
LINEMAN APPRENTICE	4	25.30 Hr	3,157.44	5,845.44
MAINTENANCE MECHANIC	1	34.17 Hr	4,264.42	16,284.24
POWER PLANT OPERATOR	3	30.34 Hr	3,786.43	22,471.68
WATER TECH GRADE II	1	27.28 Hr	3,404.54	13,802.88
WATER TECH GRADE I	1	24.20 Hr	3,020.16	6,014.04
WATER/WASTEWATER PLANT OPERATOR	1	30.11 Hr	3,757.73	6,084.60
WW PLANT OP GRADE III,Water II	1	32.30 Hr	4,031.04	13,480.32

BPW employees on scale are calculated with the proposed step increases subject to supervisor approval.

SECTION II. That original Ordinance Number 01-23 of the City of Auburn, Nemaha County, Nebraska, and all other Ordinances or parts thereof in conflict herewith, be and the same are hereby repealed.

SECTION III. That this Ordinance shall be in full force and effect from and after passage, approval and publication according to law.

Passed and approved this 12th day of June 2023.

ATTEST:

Chris Erickson, Mayor

Sherry Heskett, City Clerk

AGENDA ITEM NO

J-1(a)

Street Department Activity Report
(May 2023)

- Poured concrete at 15th and Q St.
- Poured concrete at 17th and U St.
- Planted trees throughout the town.
- Cleaned out the pool and getting it ready for startup.
- Installed a new faucet at the complex.
- Cleaned and prepared the splashpad concrete for paint.
- Milled surface off at 17th and P St.
- Installed new boards on the equipment trailer.
- Set out picnic tables for graduations.
- Replaced 2 valves at the pool in the pump room.
- Changed the engine oil on the john Deere tractor.
- Put new gutter brooms on the sweeper.
- Cleaned out the ditches at 26th and S St.
- Poured a new sidewalk at 20th and O St.
- Sprayed weeds around town.
- Worked on the plumbing at the splashpad.
- Blew out the holes in the legion park for the flags.
- Washed up and cleaned out equipment.
- Picked up the loose chipseal rock with the skid loader.
- Dan with Topcoat came, and chip sealed the streets.
- Fixed the water cannon at the splashpad.
- Backfilled the poured concrete with rock.
- Reinstalled the base plugs on the softball fields.
- Worked on the turbo exhaust on #14 dump truck.

Blake Goering
Street Commissioner

AGENDA ITEM NO
J-1 (c)

Auburn Memorial Library

1810 Courthouse Ave
Auburn, NE 68305

June 2023

- The new Youth Reading Club had 11 in attendance at the first meeting and 13 are currently reading the 2nd book.
- The Summer Reading kickoff had a little over 100 kids in attendance for the Amazing Bubbles program from Edgerton ExplorIt. We were given a "2 thumbs up" for the program!
- 2's and 3's Storytime has had a total attendance of 39 for the first two weeks.
- We currently have 201 kids age 4 - grade 5 signed up for Summer Reading; 29 kids, 6th - 12th grade, signed up for the Youth Reading Adventure; and 42 adults signed up for the Adult Reading Program. Still plenty of time left to join in!
- Tuesday, June 20th we are having Rock Painting at 10:30 am and 1:00 pm.

Statistical Report:

Date:	Circulation:	Patrons:
April 2023	2,299	1,433
OverDrive	739	129
	3,038	1,562
May 2023	2,444	1,591
OverDrive	760	121
	3,204	1,712

SALES TAX RECORD 5-31-23

Month Received	For Tax Month	Fiscal Year 2014-2015	Fiscal Year 2015-2016	Fiscal Year 2016-2017	Fiscal Year 2017-2018	Fiscal Year 2018-2019	Fiscal Year 2019-2020	Fiscal Year 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	2022-2023 BUDGET	2022-2023 MV TAX	2022-2023 MVT%
October	August	$ 36,270.33	$ 35,228.89	$ 43,099.35	$ 39,015.82	$ 42,358.50	$ 42,682.36	$ 43,756.43	$ 55,385.48	$ 56,702.78	$ 45,833.33	$ 7,788.94	14.00%
November	September	$ 38,786.01	$ 40,340.94	$ 40,779.07	$ 42,021.78	$ 39,835.99	$ 40,459.93	$ 42,714.47	$ 47,145.47	$ 58,962.82	$ 45,833.33	$ 8,242.33	14.00%
December	October	$ 39,432.22	$ 45,068.84	$ 38,458.76	$ 38,037.41	$ 40,359.00	$ 44,793.82	$ 47,017.75	$ 49,481.16	$ 58,115.82	$ 45,833.33	$ 7,643.76	14.00%
January	November	$ 36,596.93	$ 37,126.43	$ 35,266.65	$ 37,533.01	$ 38,805.50	$ 43,265.46	$ 48,376.57	$ 43,555.41	$ 52,892.01	$ 45,833.33	$ 6,728.08	13.00%
February	December	$ 42,888.48	$ 47,871.21	$ 43,026.29	$ 41,778.56	$ 44,243.20	$ 46,598.38	$ 58,556.77	$ 52,070.23	$ 55,852.41	$ 45,833.33	Not Receive	
March	January	$ 34,999.17	$ 35,383.54	$ 39,514.30	$ 36,251.60	$ 33,043.47	$ 37,703.54	$ 47,301.82	$ 42,727.56	$ 54,068.19	$ 45,833.33	$ 17,549.13	14.00%
April	February	$ 35,245.70	$ 33,856.40	$ 33,050.01	$ 31,810.58	$ 36,109.30	$ 36,299.23	$ 37,367.96	$ 41,873.58	$ 47,432.24	$ 45,833.33	$ 8,086.83	15.00%
May	March	$ 37,246.02	$ 39,427.60	$ 45,714.57	$ 41,008.62	$ 53,331.57	$ 39,421.71	$ 49,323.63	$ 49,008.07	$ 51,353.25	$ 45,833.33	$ 10,981.88	15.00%
June	April	$ 33,785.98	$ 45,064.75	$ 38,810.17	$ 37,756.61	$ 43,263.57	$ 37,937.43	$ 51,900.86	$ 46,529.27		$ 45,833.33		
July	May	$ 32,314.28	$ 37,310.36	$ 40,424.12	$ 43,079.76	$ 39,992.48	$ 43,748.71	$ 50,694.88	$ 54,084.67		$ 45,833.33		
August	June	$ 39,270.96	$ 42,664.62	$ 43,827.06	$ 42,162.40	$ 38,329.24	$ 49,009.99	$ 52,285.24	$ 55,826.87		$ 45,833.33		
September	July	$ 35,380.68	$ 42,095.67	$ 38,461.05	$ 40,671.36	$ 42,464.52	$ 48,457.66	$ 46,530.43	$ 54,165.14		$ 45,833.37		
	Total	$ 442,216.76	$ 481,439.25	$ 480,431.40	$ 471,127.51	$ 492,136.34	$ 510,378.22	$ 575,826.81	$ 591,852.91	$ 435,379.52	$ 550,000.00	$ 67,020.95	
	***includes MV**												

Actual Last YTD	Actual YTD	Budget YTD
$381,246.96	$435,379.52	$366,666.64

YTD Compared to Last Year

$ 54,132.56 Increase from Last Year

YTD Compared to Budget YTD

$ 68,712.88 More than Budget YTD

Vehicle Sales Tax as a Percentage

$ 435,379.52 in Total Receipts YTD

$67,020.95 in Total Vehicle Sales

Vehicles Sales is 15% of total

AGENDA ITEM NO I-1(d)

AGENDA ITEM
NO
J-2(e)

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

FOR THE MONTH OF MAY 2023

Total Number of Calls within the City of Auburn	133
Total Number of Ordinance/Animal Calls	9
Total Number of Actual Criminal Cases Reported/Initiated	9

Respectfully submitted,

Brent Lottman
Sheriff

City of Auburn-CRA
TIF Activity Report

AGENDA ITEM NO J-2(e)

Date	Description	Account Activity	Core Area	West Project	Orscheln
12/31/2022	Balance	$ 892,482.60	$ 892,482.60	$ -	$ -
1/6/2023	Baird Holm LLP	$ (4,106.50)	$ (4,106.50)		
1/11/2023	Co. Collections	$ 44,904.04	$ 25,567.86		$ 19,336.18
1/31/2023	Interest on Acct	$ 429.73	$ 421.14		$ 8.59
2/8/2023	Co. Collections	$ 8,026.49	$ 6,381.09	$ 1,645.40	
2/14/2023	Baird Holm LLP	$ (626.50)	$ (626.50)		
2/28/2023	Interest on Acct	$ 395.69	$ 387.78		$ 7.91
3/7/2023	Co. Collections	$ 18,834.12	$ 17,389.27	$ 912.22	$ 532.63
3/31/2023	Interest on Acct	$ 446.08	$ 437.16		$ 8.92
4/13/2023	Baird Holm LLP	$ (203.00)		$ (203.00)	
4/14/2023	Co. Collections	$ 19,285.86	$ 17,531.36	$ 1,754.50	
4/30/2023	Interest on Acct	$ 438.43	$ 429.66		$ 8.77
5/11/2023	Baird Holm LLP	$ (1,305.00)	$ (1,305.00)		
5/11/2023	Co. Collections	$ 54,042.55	$ 50,133.10	$ 3,376.82	$ 532.63
5/17/2023	Korner Kitchen	$ (4,420.50)	$ (4,420.50)		
5/31/2023	Interest on Acct	$ 473.25	$ 459.05	$ 4.73	$ 9.47
5/31/2023	Balance	$ 1,029,097.34	$ 1,001,161.57	$ 7,490.67	$ 20,445.10
X					X