

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 8, 2015

1. **PLEDGE OF ALLEGIANCE**

2. **ANNOUNCE** – “I am required by law to inform the public that a copy of the Open Meetings Act is posted on the North wall of these Chambers by the entrance door.”

3. **ROLL CALL**

4. **RECOGNITION OF VISITORS***

*The Mayor may fix the time allotted for each individual or topic. A five-minute limit will apply for each speaker, unless otherwise specified. Speakers are expected to address the Council when making presentations. Speakers who feel a need to give more information than can be presented in that time frame may submit written material for distribution to City Hall; such materials should be provided so they may be included in the Council meeting packets.

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 Council is not required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

5. **APPROVAL OF MINUTES OF PREVIOUS MEETING(S).**

6. **APPROVAL OF FINANCIAL REPORT.**

7. **CLAIMS.**

8. **APPROVAL** for Attendance at Meeting(s).

9. **7:00 P.M., or as soon thereafter as possible – PUBLIC HEARING** on a Class C – Beer, Wine, Distilled Spirits, On and Off Sale Only License for Southside Saloon LLC dba Southside Saloon, 1417 19th Street, Auburn, Nebraska.

Action on said Public Hearing.

10. **7:00 P.M., or as soon thereafter as possible – PUBLIC HEARING** on a Class I – Beer, Wine, Distilled Spirits, On Sale Only License for Melissa Waddell dba Café Metro, 901 Central Avenue, Auburn, Nebraska.

Action on said Public Hearing.

11. **AUBURN DISCOUNT LIQUOR(Gary Leslie)** - Application for a Special Designated Liquor License on July 18, 2015 for a Fund Raiser/Beer Garden at 2404 J Street.

12. **BRYAN MELLAGE** – Regarding the Idea of New Housing in Auburn.

13. **DRAWDOWN #1** Project Expenses for 14-DTR-007

14. **APPROVAL** of Quote from BCom Solutions LLC for City Public Wi-Fi.
15. **APPROVAL** of Paychex Benefit Account Service Agreement and Business Associate Agreement Associated with Flexible Spending Account.
16. **APPOINTMENT(S)/REAPPOINTMENT(S)** – Municipal Tree Board (reappoint Kent Reiersen).
17. **REPORTS/RECOMMENDATIONS** - - From Dept. Heads.
 - a. Street Department
 - b. Fire Department
 - c. Library
 - d. Treasurer
18. **REPORTS/RECOMMENDATIONS** - - From Committees.
 - a. Street Committee
 - b. Keep Auburn Beautiful
 - c. Economic Development
 - d. Safety Committee
 - e. Building Committee
 - f. Legislative
 - g. Parks and Pool Committee
 - h. Other Committees & Reports
 - i. Christmas Light Committee
19. **ADJOURNMENT.**

POSSIBLE MOTION FORMAT 6-8-15

1. **PLEDGE OF ALLEGIANCE**
2. **ANNOUNCE** – “I am required by law to inform the public that a copy of the Open Meetings Act is posted on the North wall of these Chambers by the entrance door.”
3. **ROLL CALL**
4. **RECOGNITION OF VISITORS***
5. **APPROVAL OF MINUTES OF PREVIOUS MEETING(S).**

POSSIBLE MOTION: I move to dispense with the reading of the May 11, 2015 meeting's minutes and to approve the same as written

6. **APPROVAL OF FINANCIAL REPORT.**

POSSIBLE MOTION: I move to approve the financial report

7. **CLAIMS.**

POSSIBLE MOTION: I move to approve the claims presented which have not been previously approved by motion or resolution and ratify the ordinary and necessary expenses allowed and in accordance with Resolution No. 7-11 that was approved February 28, 2011

8. **APPROVAL** for Attendance at Meeting(s).

POSSIBLE MOTION: I move to allow attendance at meeting(s)/training(s) as requested

9. **7:00 P.M., or as soon thereafter as possible – PUBLIC HEARING** on a Class C – Beer, Wine, Distilled Spirits, On and Off Sale Only License for Southside Saloon LLC dba Southside Saloon, 1417 19th Street, Auburn, Nebraska.

POSSIBLE MOTION: I move that a Class C-Beer, Wine, Distilled Spirits, On and Off Sale Only License for Southside Saloon LLC dba Southside Saloon at 1417 19th Street, Auburn, Nebraska be approved

10. **7:00 P.M., or as soon thereafter as possible – PUBLIC HEARING** on a Class I – Beer, Wine, Distilled Spirits, On Sale Only License for Melissa Waddell dba Café Metro, 901 Central Avenue, Auburn, Nebraska.

POSSIBLE MOTION: I move that a Class I-Beer, Wine, Distilled Spirits, On Sale Only License for Melissa Waddell dba Café Metro, 901 Central Avenue, Auburn, Nebraska be approved

11. **AUBURN DISCOUNT LIQUOR(Gary Leslie)** - Application for a Special Designated Liquor License on July 18, 2015 for a Fund Raiser/Beer Garden at 2404 J Street.

POSSIBLE MOTION: I move to approve the application of Auburn Discount Liquor for a Special Designated License for a fund raiser/beer garden/tasting to be held at 2404 "J" Street on July 18, 2015

12. **BRYAN MELLAGE** – Regarding the Idea of New Housing in Auburn.

13. **DRAWDOWN #1** Project Expenses for 14-DTR-007

POSSIBLE MOTION: I move to approve CDBG 14-DTR-007 (Downtown Revitalization) Drawdown #1 and the related claims

14. **APPROVAL** of Quote from BCom Solutions LLC for City Public Wi-Fi.

POSSIBLE MOTION: I move to approve the quote from BCom Solutions LLC for the City Public Wi-Fi

15. **APPROVAL** of Paychex Benefit Account Service Agreement and Business Associate Agreement Associated with Flexible Spending Account.

POSSIBLE MOTION: I move to approve the Paychex Benefit Account Service Agreement and Business Associate Agreement

16. **APPOINTMENT(S)/REAPPOINTMENT(S)** – Municipal Tree Board (reappoint Kent Reiersen).

POSSIBLE ACTION: Roll Call on the reappointment

17. **REPORTS/RECOMMENDATIONS** - - From Dept. Heads.

- a. Street Department
- b. Fire Department
- c. Library
- d. Treasurer

18. **REPORTS/RECOMMENDATIONS** - - From Committees.

- a. Street Committee
- b. Keep Auburn Beautiful
- c. Economic Development
- d. Safety Committee
- e. Building Committee
- f. Legislative
- g. Parks and Pool Committee
- h. Other Committees & Reports
- i. Christmas Light Committee

19. **ADJOURNMENT.**

POSSIBLE MOTION: I move for adjournment to meet at the call of the Mayor

Auburn, Nebraska
May 11, 2015

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 11, 2015, 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 front 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 8, 2015. Mayor Scott Kudrna presided over the meeting. The City Clerk of the City of Auburn, Nemaha County, Nebraska, recorded the proceedings.

The meeting was called to order by Mayor Scott Kudrna. Upon roll call, the following members of the City Council were present: Billings, Shawn Clark, Tom Clark, Erickson, Janssen, and Jeanneret. Absent: No one.

Mayor Kudrna announced "I am required by law to inform the public that a copy of the Open Meetings Act is posted on the North wall of these Chambers by the entrance door".

Council Member Janssen moved to dispense with the reading of the April 13, 2015 meeting's minutes and to approve the same as written. The foregoing motion was seconded by Council Member Tom Clark and upon roll call vote, the following Council Members voted "YEA": Shawn Clark, Tom Clark, Erickson, Janssen, Jeanneret, and Billings. The following voted "NAY": No one. Motion: Carried.

Council Member Billings moved to approve the financial report; Seconded by Council Member Erickson and upon roll call vote, the following Council Members voted "YEA": Tom Clark, Erickson, Janssen, Jeanneret, Billings, and Shawn Clark. The following voted "NAY": No one. Motion: Carried.

The following claims were presented before the Council for ratification: AFLAC, Wh-109.16; American Recycling & Sanitation, Se-373.50; BCom Solutions LLC, Se-525.00; Black Hills Energy, Ut-247.87; Board of Public Works, Reim Ins-Ut-4956.37; Five Nines Technology Group, Se-10.00; Linda Bantz, Se-350.00; Mark Harms, Ex-500.00; Nebraska Dept. of Revenue, Lottery Tax-482.00; Nemaha County, Se-25,500.00; Region V-SENDS, Se-375.00; The Standard, Ins-282.76; Time Warner Cable, Ut-484.18; Verizon, Se-45.21; Wex Bank, Su-1,054.15; Windstream, Ut-47.71. The following claims (not previously approved by motion or resolution) were presented; Amazon, Bk-1006.17; American Lawncare Inc., Se-1,200.00; Angelo Ligouri, Se-4735.25; Auburn Chamber of Commerce, Reim-Ex-293.47; Auburn Memorial Library Petty Cash, Su-91.25; Auburn Municipal Pool, Ex-175.00; Auburn Newspapers, Se-292.40; Avenue of Flags, Su-270.00; Baker & Taylor, Bk-260.50; BCom Solutions, Equip-Se-1879.99; Beard's Salvage Inc., Su-90.00; Board of Public Works, Su-16.67; Bulldog Auto Parts, Su-88.38; Concrete Industries Inc., Su-687.93; Demco, Su-465.87; Dettmer Farm Service Inc., Su-56.25; Diamond Vogel, Su-1,156.21; Eakes Office Solutions, Su-196.80; Eggers Brothers Inc., Su-396.95; Filter Care, Se-98.70; First National Bank Omaha, Equip-Ex-Su-2346.55; Grimms Gardens, Su-83.98; Heather Koeneke, Reim-267.01; Heiman Fire Equipment, Equip-4,425.98; ICC (International Code Council), Mem-135.00; Lynch's Hardware & Gifts, Su-88.97; Martin Marietta Materials, Su-1,670.91; Mellage Truck & Tractor Inc., Re-56.64; Menards, Su-55.64; Michael Todd & Co. Inc., Parts-182.80; Mid Con Systems Inc., Su-1,696.14; Nebraska Dept. of Roads Se-3,815.00; OCLC Inc., Sub-52.31; Card Services (Orscheln), Su-894.02; Overdrive Inc., Bk-AV-178.97; Sack Lumber Co., Su-93.42; Southeast NE Development District, Se-141.94; Stutheit Implement Co., Equip-4,400.00; Sunmart, Su-29.52; The National Arbor Day Foundation, Su-49.95; The Penworthy Company, Bk-277.59; Xerox Corporation, Se-Su-599.33.

Abbreviations for this legal: AV-Audio Visual; Bk-Book; Contrib-Contribution; Equip-Equipment; Ex-Expense; Fe-Fee; Ins-Insurance; Inspect-Inspection; Int-Interest; Inv-Economic Development Investment; Lic-Licenses; Maint-Maintenance; Mem-Membership; Pen-Pension; Per-Periodical; Re-Repairs; Ref-Reference Materials; Reg-Registration; Reim-Reimbursement;

Se-Service; Su-Supplies, Material & Parts; Sub-Subscription; UA-Uniform Allowance; Ut-Utilities; Wh-Withholding.

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

City Clerk Heskett requested to attend the League of Nebraska Municipalities Accounting & Finance Conference in Kearney on June 17-19. Council Member Billings moved to allow attendance as requested; Seconded by Council Member Erickson and upon roll call vote, the following Council Members voted "YEA": Janssen, Jeanneret, Billings, Shawn Clark, Tom Clark, and Erickson. The following voted "NAY": No one. Motion: Carried.

John Swallow with RMWT Telecommunication Services was in attendance and answered questions regarding the fiber optic project RMWT is managing for ZAYO Group LLC. They are seeking a right of way permit from the City to access and use right of way property. Council Member Erickson and Council Member Tom Clark agreed to serve on a committee with the Mayor and BPW Manager.

Council Member Janssen moved to approve the request by the American Legion Post 23 for a Special Designated Liquor License on July 11, 2015 for a Beer Garden at the Nemaha County Fairgrounds Ball Park at 816 I Street. The foregoing motion was seconded by Council Member Tom Clark and upon roll call vote, the following Council Members voted "YEA": Jeanneret, Billings, Shawn Clark, Tom Clark, Erickson, and Janssen. The following voted "NAY": No one. Motion: Carried.

Council Member Erickson moved to approve the request by the American Legion Post 23 for a Special Designated Liquor License on October 3, 2015 for a dance/reception at the AG Building at 816 I Street. The foregoing motion was seconded by Council Member Janssen and upon roll call vote, the following Council Members voted "YEA": Billings, Shawn Clark, Tom Clark, Erickson, Janssen, and Jeanneret. The following voted "NAY": No one. Motion: Carried.

Suzie Adams gave a report on the Earth Day event that was held including a recap of receipts and expenses.

Kendall Neiman was present to answer questions on the airport hangar project. Following discussion, Council Member Erickson moved that the City provide financial backing in support of Auburn Airport Authority's loan to construct an airport hangar by the passage and adoption of Resolution No. 6-15. The foregoing motion was seconded by Council Member Billings and upon roll call vote, the following Council Members voted "YEA": Shawn Clark, Erickson, Janssen, and Billings. The following voted "NAY": Tom Clark and Jeanneret. Motion: Carried. A true, correct and complete copy of said resolution is as follows:

RESOLUTION NO. 6-15

Of

THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION OF THE CITY OF AUBURN, NEBRASKA, TO PROVIDE FINANCIAL BACKING IN SUPPORT OF THE AUBURN AIRPORT AUTHORITY IN OBTAINING A \$250,000 LOAN FROM AUBURN STATE BANK FOR FUNDING ASSISTANCE TO CONSTRUCT AN AIRPORT HANGAR TO BE LOCATED AT FARINGTON FIELD.

WHEREAS, The Auburn Airport Authority is in need of the financial backing of the City of Auburn, Nebraska, to obtain a loan up to \$250,000 maximum limit from Auburn State Bank;

WHEREAS, The City of Auburn, Nebraska, shall provide financial support and backing of the above stated loan to a maximum amount of \$250,000 for cost in constructing an airport hangar to be located at Farington Field;

WHEREAS, The City Council of the City of Auburn, Nebraska, shall authorize the Mayor, J. Scott Kudrna, to review, consider and approve any necessary documents prepared in accordance with the terms of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City council of the City of Auburn, Nebraska, that the City of Auburn shall guarantee all scheduled payments and provide all necessary financial support and backing that the City is legally able to provide to the Auburn Airport Authority in obtaining a loan in the amount of \$250,000, at a reasonable and appropriate rate of interest, as approved by the City through the Mayor, J. Scott Kudrna, for funding to assist in the Auburn Airport's cost in constructing an airport hangar to be located at Farington Field,

BE IT FURTHER RESOLVED that the Mayor, J. Scott Kudrna, is hereby authorized to approve any necessary documents prepared in accordance with the terms of this resolution.

Reports were provided by the street department, fire department, Library Director and City Treasurer.

The following committees provided reports: Street, Keep Auburn Beautiful, Economic Development, and Parks/Pool Committee. A written financial report was provided by the Auburn Community Redevelopment Authority. Nemaha County Sheriff Brent Lottman provided a written report of law enforcement activity within the City of Auburn for April, 2015.

There being no further business to come before the Mayor and Council, Council Member Erickson moved for adjournment to meet at the call of the Mayor. Council Member Tom Clark seconded the foregoing motion and upon roll call vote, the following Council Members voted "YEA": Tom Clark, Erickson, Janssen, Jeanneret, Billings, and Shawn Clark. The following voted "NAY": No one. Motion: Carried.

Mayor Kudrna declared the meeting adjourned.

Scott Kudrna, Mayor

ATTEST:

Sherry Heskett, City Clerk

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

I, the undersigned, City Clerk for the City of Auburn, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on May 11, 2015; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting;

and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

Sherry Heskett, City Clerk

City Council Proceedings
May 11, 2015

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 11, 2015, at 7:00 o'clock P.M., in Regular Meeting, open to the general public.

The meeting was called to order by Mayor Scott Kudrna. Upon roll call, the following members of the City Council were present: Billings, Shawn Clark, Tom Clark, Erickson, Janssen, and Jeanneret. Absent: No one.

Mayor Kudrna announced "I am required by law to inform the public that a copy of the Open Meetings Act is posted on the North wall of these Chambers by the entrance door".

Council approved the April 13, 2015 meeting's minutes as written.

The City Council approved the financial report.

The following claims were presented before the Council for ratification: AFLAC, Wh-109.16; American Recycling & Sanitation, Se-373.50; BCom Solutions LLC, Se-525.00; Black Hills Energy, Ut-247.87; Board of Public Works, Reim Ins-Ut-4956.37; Five Nines Technology Group, Se-10.00; Linda Bantz, Se-350.00; Mark Harms, Ex-500.00; Nebraska Dept. of Revenue, Lottery Tax-482.00; Nemaha County, Se-25,500.00; Region V-SENDS, Se-375.00; The Standard, Ins-282.76; Time Warner Cable, Ut-484.18; Verizon, Se-45.21; Wex Bank, Su-1,054.15; Windstream, Ut-47.71. The following claims (not previously approved by motion or resolution) were presented; Amazon, Bk-1006.17; American Lawncare Inc., Se-1,200.00; Angelo Ligouri, Se-4735.25; Auburn Chamber of Commerce, Reim-Ex-293.47; Auburn Memorial Library Petty Cash, Su-91.25; Auburn Municipal Pool, Ex-175.00; Auburn Newspapers, Se-292.40; Avenue of Flags, Su-270.00; Baker & Taylor, Bk-260.50; BCom Solutions, Equip-Se-1879.99; Beard's Salvage Inc., Su-90.00; Board of Public Works, Su-16.67; Bulldog Auto Parts, Su-88.38; Concrete Industries Inc., Su-687.93; Demco, Su-465.87; Dettmer Farm Service Inc., Su-56.25; Diamond Vogel, Su-1,156.21; Eakes Office Solutions, Su-196.80; Eggers Brothers Inc., Su-396.95; Filter Care, Se-98.70; First National Bank Omaha, Equip-Ex-Su-2346.55; Grimms Gardens, Su-83.98; Heather Koeneke, Reim-267.01; Heiman Fire Equipment, Equip-4,425.98; ICC (International Code Council), Mem-135.00; Lynch's Hardware & Gifts, Su-88.97; Martin Marietta Materials, Su-1,670.91; Mellage Truck & Tractor Inc., Re-56.64; Menards, Su-55.64; Michael Todd & Co. Inc., Parts-182.80; Mid Con Systems Inc., Su-1,696.14; Nebraska Dept. of Roads Se-3,815.00; OCLC Inc., Sub-52.31; Card Services (Orscheln), Su-894.02; Overdrive Inc., Bk-AV-178.97; Sack Lumber Co., Su-93.42; Southeast NE Development District, Se-141.94; Stutheit Implement Co., Equip-4,400.00; Sunmart, Su-29.52; The National Arbor Day Foundation, Su-49.95; The Penworthy Company, Bk-277.59; Xerox Corporation, Se-Su-599.33.

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Council approved the claims which have not been previously approved by motion or resolution and ratified the ordinary and necessary expenses allowed and in accordance with Resolution No. 7-11 that was approved February 28, 2011.

Approval was given for City Clerk Heskett to attend the League of Nebraska Municipalities Accounting & Finance Conference in Kearney on June 17-19.

John Swallow with RMWT Telecommunication Services was in attendance and answered questions regarding the fiber optic project RMWT is managing for ZAYO Group LLC. They are seeking a right of way permit from the City to access and use right of way property. Council

May 11, 2015
Page 2

Member Erickson and Council Member Tom Clark agreed to serve on a committee with the Mayor and BPW Manager.

The request by the American Legion Post 23 for a Special Designated Liquor License on July 11, 2015 for a Beer Garden at the Nemaha County Fairgrounds Ball Park at 816 I Street was approved.

The request by the American Legion Post 23 for a Special Designated Liquor License on October 3, 2015 for a dance/reception at the AG Building at 816 I Street was approved.

Suzie Adams gave a report on the Earth Day event that was held including a recap of receipts and expenses.

Kendall Neiman was present to answer questions on the airport hangar project. Discussion was held. With four Council Members (Shawn Clark, Erickson, Janssen, and Billings) voting in favor and two Council Members (Tom Clark and Jeanneret) voting in opposition, the City Council approved a motion that the City provide financial backing in support of Auburn Airport Authority's loan to construct an airport hangar by the passage and adoption of Resolution No. 6-15.

Reports were provided by the street department, fire department, Library Director and City Treasurer.

The following committees provided reports: Street, Keep Auburn Beautiful, Economic Development, and Parks/Pool Committee. A written financial report was provided by the Auburn Community Redevelopment Authority. Nemaha County Sheriff Brent Lottman provided a written report of law enforcement activity within the City of Auburn for April, 2015.

There being no further business to come before the Mayor and Council, the City Council adjourned.

Sherry Heskett
City Clerk

J. Scott Kudrna
Mayor

A complete copy of the minutes is available for inspection at City Hall.

AGENDA ITEM
 NO

6

ACCOUNT TITLE	LAST REPORT ON HAND	RECEIVED	DISBURSED	BALANCE
GENERAL CHECKING	976,047.11	271,934.02	259,808.36	988,172.77
STREET CHECKING	159,453.18	33,651.65	42,324.87	150,779.96
STREET BOND/WARRANT CHECKING	10,391.23	178,012.10	188,403.33	
TOTAL CHECKING:	1,145,891.52	483,597.77	490,536.56	1,138,952.73
TOTAL NSF A/R	.00	.00	.00	.00
TOTAL FIRE DEPT SINKING	74,191.73	.00	.00	74,191.73
TOTAL KENO OPER CHECKING:	.00	.00	.00	.00
TOTAL KENO RESERVE MMA:	24,677.17	463.02	.00	25,140.19
TOTOL KENO CHECKING	58,404.02	852.51	293.47	58,963.06
TOTAL CDBG CHECKING	7,608.00	141.94	141.94	7,608.00
TOTAL CDBG ED MMA:	42,718.10	7.26	141.94	42,583.42
TOTAL CDBG DTR REUSE	30,592.79	960.92	.00	31,553.71
TOTAL CDBG HD SAVINGS:	24,543.79	2,517.23	.00	27,061.02
TOTAL CRA CHECKING	725,287.50	80,540.58	.00	805,828.08
TOTAL CITY REC CHECKING	66,682.88	.00	.00	66,682.88
GENERAL CD #23810	75,000.00			75,000.00
GENERAL CD #24089	75,000.00			75,000.00
SPEC PROJECT CD #23925	75,622.83			75,622.83
GENERAL CD #23924	50,000.00			50,000.00
GENERAL CD #23926	50,000.00			50,000.00
GENERAL CD #23927	50,000.00			50,000.00
GENERAL CD #23928	50,000.00			50,000.00
TOTAL C.D.'S:	425,622.83	.00	.00	425,622.83
TOTAL CASH ON HAND:	2,626,220.33	569,081.23	491,113.91	2,704,187.65

AGENDA ITEM NO. 7

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

**AGENDA ITEM
 NO 7**

VENDOR NAME	REFERENCE	

ACCOUNTS PAYABLE CLAIMS		

GENERAL FUND		
AFLAC	AFLAC WH	73.80
AMERICAN RECYCLING SANITATION	GARBAGE SERVICE/RECYCLING	335.00
BCom Solutions, LLC	BACKUP, BRANDING/MARKETING	525.00
BOARD OF PUBLIC WORKS	ELEC	3,062.85
FIVE NINES TECHNOLOGY GROUP	COMPUTER SERVICE-MAIL PROTECT	10.00
REGION V-SENDS	CUSTODIAL SERVICE	135.00
THE STANDARD	LIFE INSURANCE	67.26
TIME WARNER CABLE	PHONE ACCT 8347100220053329	310.97
		=====
		4,519.88
POLICE DEPARTMENT		
NEMAHA COUNTY	LAW/CODE ENFORCEMENT	25,500.00
		=====
	POLICE DEPARTMENT	25,500.00
FIRE DEPARTMENT		
BLACK HILLS ENERGY	GAS BILL ACCT 1240 4130 01	79.73
BOARD OF PUBLIC WORKS	ELEC	167.90
REGION V-SENDS	CLEANING SERVICE	50.00
THE STANDARD	LIFE INSURANCE	110.73
TIME WARNER CABLE	PHONE ACCT 8347100220053345	89.39
WEX BANK	FUEL EXPENSE	62.75
		=====
	FIRE DEPARTMENT	560.50
PARK DEPARTMENT		
BOARD OF PUBLIC WORKS	ELEC	1,634.01
REGION V-SENDS	LEGION PARK	330.00
TIME WARNER CABLE	PHONE ACCT 8347100220023504	41.91
WEX BANK	FUEL EXPENSE	66.85
		=====
	PARK DEPARTMENT	2,072.77
SR. CENTER DEPARTMENT		
BLACK HILLS ENERGY	GAS BILL ACCT 8045 4632 19	48.36
BOARD OF PUBLIC WORKS	ELEC	471.91
REGION V-SENDS	CUSTODIAL SERVICE	190.00
		=====
	SR. CENTER DEPARTMENT	710.27
LIBRARY DEPARTMENT		

City of Auburn
 ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL
BOARD OF PUBLIC WORKS	ELEC	971.84
LINDA BANTZ	CUSTODIAL SERVICE	350.00
THE STANDARD	LIFE INSURANCE	21.90
WINDSTREAM NEBRASKA INC	PHONE ACCT 090078819	49.60
	LIBRARY DEPARTMENT	<u>1,393.34</u>
	POOL DEPARTMENT	
BLACK HILLS ENERGY	GAS BILL ACCT 2565 5416 77	20.10
BOARD OF PUBLIC WORKS	ELEC	184.36
ROGER LAMPE	WSI TRAINING	525.00
TIME WARNER CABLE	PHONE ACCT 8347100220053337	41.91
	POOL DEPARTMENT	<u>771.37</u>
	GENERAL FUND	<u>35,528.13</u>
	STREET FUND	
AFLAC	AFLAC WH	35.36
AUBURN STATE BANK	HIGH ALLOC BOND DA 5-27-10	22,218.75
BLACK HILLS ENERGY	GAS BILL ACCT 6074 7283 43	25.73
BOARD OF PUBLIC WORKS	ELEC	1,859.89
MARK HARMS	LAND USE	500.00
THE STANDARD	LIFE INSURANCE	46.32
TIME WARNER CABLE	PHONE ACCT 8347100220053352	41.91
VERIZON WIRELESS	CELL PHONE ACCT383064839-00001	46.23
WEX BANK	FUEL EXPENSE	668.19
		<u>25,442.38</u>
	STREET FUND	<u>25,442.38</u>
	STREET BOND/WARRANT FUND	
AUBURN STATE BANK	PAVING BONDS DATED 5-27-10	188,403.33
		<u>188,403.33</u>
	STREET BOND/WARRANT FUND	<u>188,403.33</u>
**** PAID	TOTAL *****	249,373.84

VENDOR NAME REFERENCE AGENDA ITEM
 ----- NO 7
 ACCOUNTS PAYABLE CLAIMS

GENERAL FUND

AUBURN AIRPORT AUTHORITY	HANGAR PROJECT-OLSSON SERVICES	678.71
AUBURN NEWSPAPERS	SUBSCRIPTION CITY HALL	360.24
AUBURN PLUMBING,HTG & AC INC.	BUILDING MAINT-WOMENS RESTROOM	102.95
BCom Solutions, LLC	SERVICES-HIST PRESERV BROCHURE	1,004.98
BOARD OF PUBLIC WORKS	BACKFLOW TESTING	85.00
EAKES OFFICE SOLUTIONS	SUPPLIES-PAPER,CLIPS,ENVELOPES	116.95
FIRST NATIONAL BANK OMAHA	SERVICE-SURVEYS	26.00
FIVE NINES TECHNOLOGY GROUP	COMPUTER SERVICES	52.50
MANDY HALL PHOTOGRAPHY	PHOTO	150.00
MEYER LABORATORY INC	SUPPLIES-WIPES	138.73
NEMAHA COUNTY SHERIFF	SERVICE NOTICES	37.00
PETTY CASH	PETTY CASH RUG SERVICE	45.67
POSTMASTER	STAMPS	98.00
XEROX CORPORATION	COPIER BASE CHARGE	348.08

=====
 3,244.81

FIRE DEPARTMENT

BOARD OF PUBLIC WORKS	BACKFLOW TESTING	85.00
BOARDERS INN & SUITES	LODGING	970.00
GALLS, LLC	SUPPLIES-UNIFORM BANDS	547.04

=====
 1,602.04

PARK DEPARTMENT

AMERICAN LAWCARE INC.	GROUND MAINTENANCE 2ND APP	1,200.00
BEARD'S SALVAGE INC.	SUPPLIES/MATERIALS	96.02
BOARD OF PUBLIC WORKS	PART REC COMPLEX IRRIGATION	785.20
BRYAN ROCK PRODUCTS INC.	RED BALL DIAMOND AGGREGATE	2,044.26
BULLDOG AUTO SUPPLY INC	SUPPLIES-FILTER	12.63
CONCRETE INDUSTRIES INC.	PARKING STOP BLOCKS	1,225.00
MENARDS	SUPPLIES-TRASH BAGS	181.10
MEYER LABORATORY INC	SUPPLIES-WIPES	36.95
CARD SERVICES	SUPPLIES-BLEACH	14.62
PETTY CASH	PETTY CASH CORK	1.55
STUTHEIT IMPLEMENT CO.	PARTS/SUPPLIES	170.92

=====
 5,768.25

SR. CENTER DEPARTMENT

SACK LUMBER COMPANY	DOOR REPAIR MATERIALS	13.99
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City of Auburn
 ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL
	SR. CENTER DEPARTMENT	13.99
	LIBRARY DEPARTMENT	
AMAZON	BOOKS/AVS	311.66
AUBURN MEM. LIBRARY PETTY CASH	ILL POSTAGE	59.32
AUBURN NEWSPAPERS	PUBLISHING	41.40
BAKER & TAYLOR	BOOKS/AVS	518.03
EAKES OFFICE SOLUTIONS	SUPPLIES-MULTI FOLD TOWELS	185.52
FIRST NATIONAL BANK OMAHA	GROUNDS MAINT	36.53
FIVE NINES TECHNOLOGY GROUP	COMPUTER SERVICES	56.25
OCLC INC	ILL SUBSCRIPTION	52.31
RHODE ISLAND NOVELTY	SUPPLIES	77.70
	LIBRARY DEPARTMENT	1,338.72
	POOL DEPARTMENT	
ACCO	SUPPLIES-PLASTIC STICKONS	2,687.16
AMCON	CONCESSION SUPPLIES	1,864.97
AUBURN NEWSPAPERS	PUBLISHING POOL OPENING	693.45
BOARD OF PUBLIC WORKS	SUPPLIES/MATERIALS/SERVICE	218.03
BRENT LOTTMAN	CPR/AED/FA TRAINING	180.00
COCA COLA	CONCESSION SUPPLIES	422.88
FASTENAL	MAINT/SUPPLIES	14.07
GLENN'S CORNER MARKET	SUPPLIES-POOL CLEANING	54.82
MENARDS	SUPPLIES-LIGHT BULBS	44.98
CARD SERVICES	SUPPLIES-SQUEEGE	51.98
PETTY CASH	PETTY CASH REIM OPERATOR LIC	243.88
RAYMOND'S ELECTRIC	SERVICE-BALLASTS, BULBS	121.00
SHOPKO STORES OPERATING	SUPPLIES-POOL	408.47
	POOL DEPARTMENT	7,005.69
	GENERAL FUND	18,973.50
	STREET FUND	
BULLDOG AUTO SUPPLY INC	SUPPLIES	54.87
CONCRETE INDUSTRIES INC.	S STREET PROJ-MANHOLE RISERS	425.43
FILTER CARE	CLEAN FILTERS	23.90
MARTIN MARIETTA MATERIALS	SEAL COATING PROJECT	9,296.93
MELLAGER TRUCK & TRACTOR INC	PARTS/LABOR	264.00
MENARDS	SUPPLIES-OIL DRI	46.52
CARD SERVICES	SUPPLIES-BROOM,HANDLE	122.26
PETTY CASH	PETTY CASH BRUSH SET	4.25
STUTHEIT IMPLEMENT CO.	PARTS/SUPPLIES	6.59
TOM'S RADIATOR SERVICES	SERVICE/REPAIRS	225.00

City of Auburn
ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL
		<u>10,469.75</u>
	STREET FUND	<u>10,469.75</u>
	CDBG GRANT FUND	
	REUSE DTR	
SOUTHEAST NE DEVELOPMENT DIST.	ADMIN SERVICES DTR REUSE	32.91
	REUSE DTR	<u>32.91</u>
	CDBG GRANT FUND	<u>32.91</u>
**** PAID	TOTAL *****	29,476.16
*****	REPORT TOTAL *****	<u>29,476.16</u>

NOTICE OF APPLICATION
FOR LIQUOR LICENSE

Notice is hereby given that Southside Saloon LLC dba Southside Saloon, 1417 19th Street, Auburn, Nebraska, has filed with the Nebraska Liquor Control Commission for a Class C – Beer, Wine, Distilled Spirits, On and Off Sale Only License at 1417 19th Street, Auburn, Nebraska; and that said application has been duly forwarded by said Commission to the Municipal Clerk of the City of Auburn, Nebraska, for such action as the Governing Body of said City deems advisable and appropriate.

Hearing on said application will be held before the City Council of the City of Auburn, Nebraska, at the City Hall, 1101 J Street, of said City on the 8th day of June, 2015, at 7:00 o'clock P.M., or as soon thereafter as possible. All persons desiring to give evidence before the local Governing Body in support of or in protest against the issuance of such license may do so at the time of the hearing.

Sherry Heskett
City Clerk
Auburn, Nebraska

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date delivered from NLCC office:

May 5, 2015

JBM

I, _____ Clerk of _____
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Section 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

Southside Saloon LLC DBA Southside Saloon

1417 – 19th Street, Auburn, NE 68305 (Nemaha County)

NEW APPLICATION for Class C 112139

45 days – June 19, 2015

- 1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 and not more than 14 days before time of hearing.

Check one: Yes _____ No _____

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

- 2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one: Yes _____ No _____

- 3. Date of hearing of Governing Body: _____

- 4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

- 5. Motion was made by: _____ Seconded by: _____

- 6. Roll Call Vote: _____

- 7. Check one: Motion Passed: _____ Motion Failed: _____

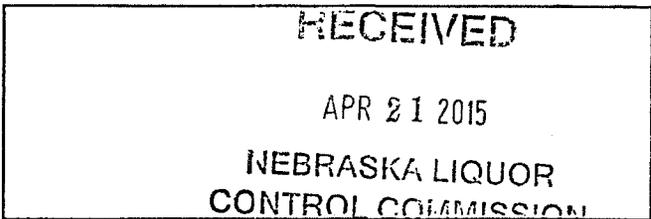
- 8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page(s) if necessary)

SIGN HERE _____ **DATE** _____
(Clerks Signature)

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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



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

RETAIL LICENSE(S)

Application Fee \$400 (non refundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- 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
- ID BEER, WINE, DISTILLED SPIRITS ON AND OFF SALE

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert form 1)
- Partnership License (requires insert form 2)
- Corporate License (requires insert form 3a & 3c)
- Limited Liability Company (LLC) (requires form 3b & 3c)

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

Commission will call this person with any questions we may have on this application

Name Legal Zoom Phone number: _____
Firm Name _____

RECEIVED

PREMISE INFORMATION

APR 21 2015

Trade Name (doing business as) Southside Saloon

NEBRASKA LIQUOR CONTROL COMMISSION

Street Address #1 1417 19th St.

Street Address #2 _____

City Auburn County Nemaha #44 Zip Code 68305

Premise Telephone number 402 274 1379

Is this location inside the city/village corporate limits: CITY YES NO

Mailing address (where you want to receive mail from the Commission)

Name Todd + Tracy Betts

Street Address #1 1217 11th St.

Street Address #2 _____

City Auburn State NE Zip Code 68305

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

READ CAREFULLY

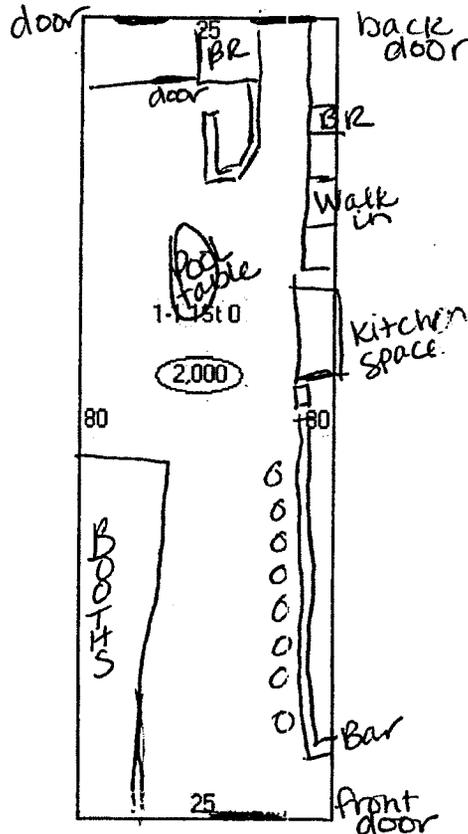
In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

**For on-premise consumption liquor licenses mini

Length 80 feet
Width 25 feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED

Single Story
No Basement



NOTICE OF APPLICATION
FOR LIQUOR LICENSE

Notice is hereby given that Melissa Waddell dba Café Metro, 901 Central Avenue, Auburn, Nebraska, has filed with the Nebraska Liquor Control Commission for a Class I – Beer, Wine, Distilled Spirits, On Sale Only License at 901 Central Avenue, Auburn, Nebraska; and that said application has been duly forwarded by said Commission to the Municipal Clerk of the City of Auburn, Nebraska, for such action as the Governing Body of said City deems advisable and appropriate.

Hearing on said application will be held before the City Council of the City of Auburn, Nebraska, at the City Hall, 1101 J Street, of said City on the 8th day of June, 2015, at 7:00 o'clock P.M., or as soon thereafter as possible. All persons desiring to give evidence before the local Governing Body in support of or in protest against the issuance of such license may do so at the time of the hearing.

Sherry Heskett
City Clerk
Auburn, Nebraska

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: May 18, 2015

I, _____ Clerk of _____
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

Melissa Waddell dba Café Metro
901 Central Avenue, Auburn / Nemaha County 68305
Application for Class I - 112147
45 days - 07/2/2015

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

Check one Yes _____ No _____

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one Yes _____ No _____

3. Date of hearing of Governing Body: _____

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

7. Check one: The motion passed: _____ The motion failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page if necessary)

SIGN HERE _____ **DATE** _____
clerks signature

RECEIVED

APR 27 2015

NEBRASKA LIQUOR
CONTROL COMMISSION

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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

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

RETAIL LICENSE(S)

Application Fee \$400 (non refundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- 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
- ID BEER, WINE, DISTILLED SPIRITS ON AND OFF SALE

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert form 1)
- Partnership License (requires insert form 2)
- Corporate License (requires insert form 3a & 3c)
- Limited Liability Company (LLC) (requires form 3b & 3c)

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

Commission will call this person with any questions we may have on this application

Name Burt Fuller Phone number: 402-274-4321

Firm Name Fuller Law office

PREMISE INFORMATION

Trade Name (doing business as) Cafe Metro

Street Address #1 901 Central Ave

Street Address #2 _____

City Auburn County Nemaha (44) Zip Code 68305

Premise Telephone number 402-274-1588

Business e-mail address mwaddell10@hotmail.com

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

Mailing address (where you want to receive mail from the Commission)

Name Cafe Metro

Street Address #1 901 Central Ave

Street Address #2 _____

City Auburn State NE Zip Code 68305

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

**For on premise consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 140 x width 50 in feet
Is there a basement? Yes No If yes, length 60 x width 25 in feet
Is there an outdoor area? Yes No If yes, length ___ x width ___ in feet

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

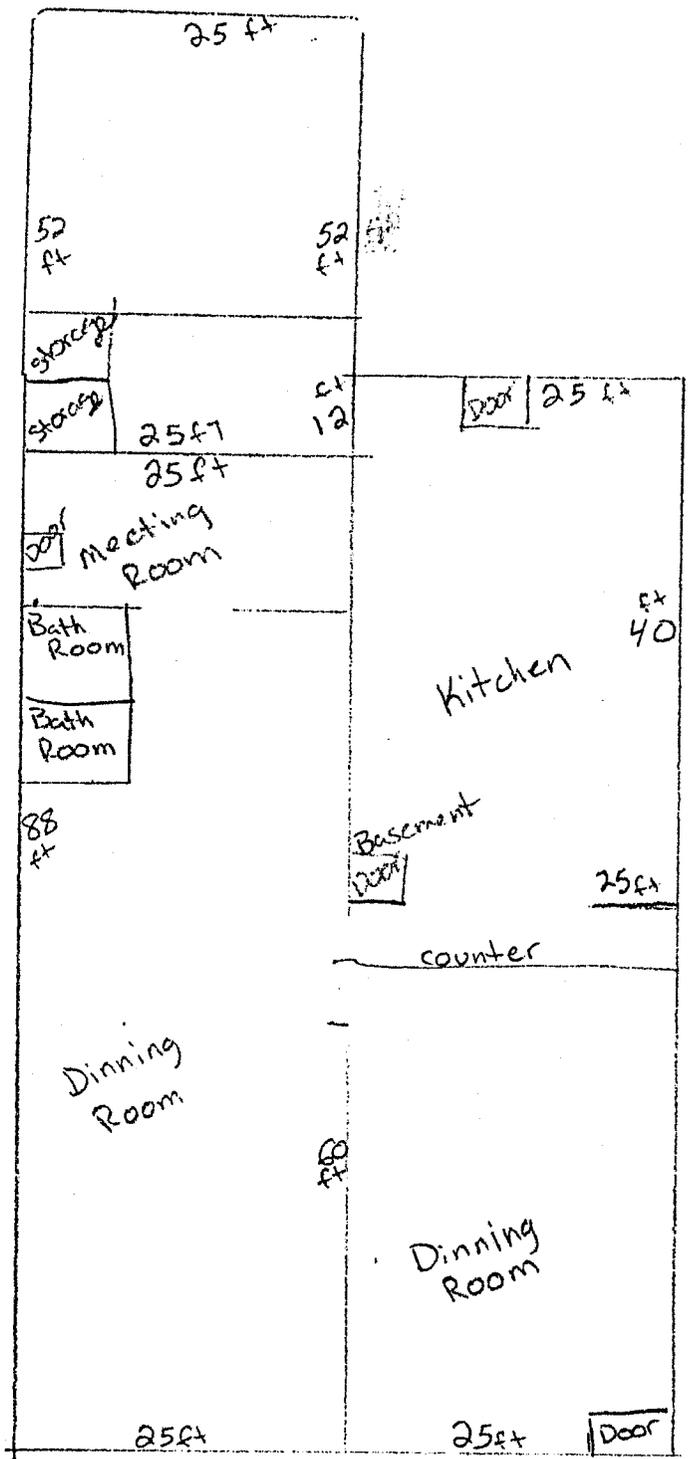
One story building 140' x 50'
including basement
60' x 25'

RECEIVED

APR 27 2015

NEBRASKA LIQUOR
CONTROL COMMISSION

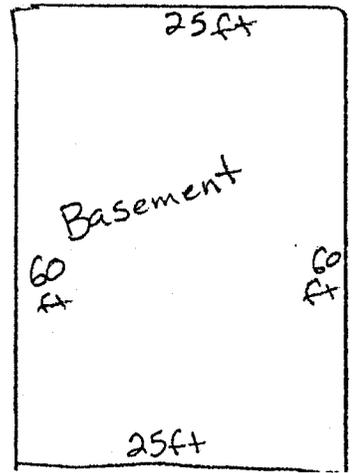
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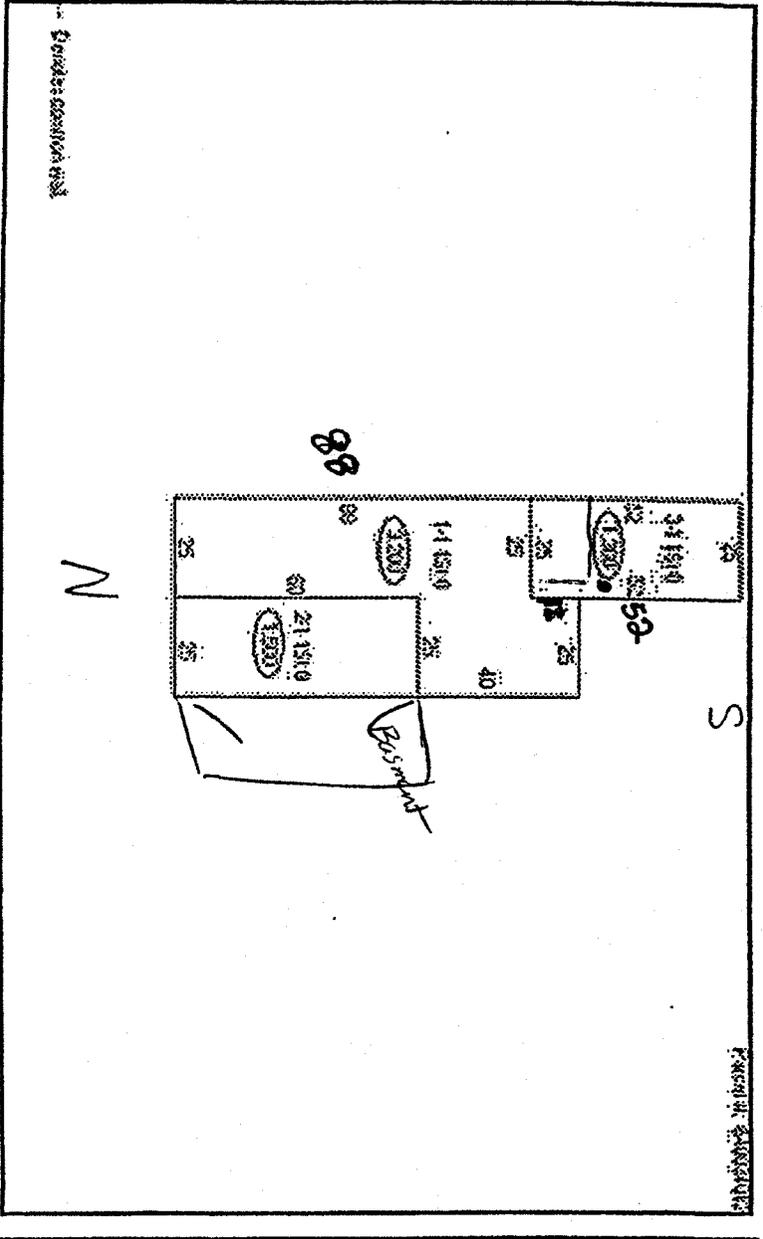


Cafe Metro
 901 Central Ave
 Auburn, NE 68305

RECEIVED
 APR 27 2015
 NEBRASKA LIQUOR
 CONTROL COMMISSIO

N



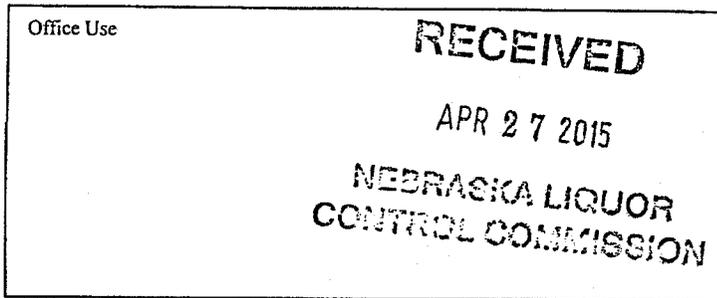


Cafe metro
 901 Central Ave
 Auburn, NE 68305

RECEIVED
 APR 27 2015
 NEBRASKA LIQUOR
 CONTROL COMMISSION

APPLICATION FOR LIQUOR LICENSE
INDIVIDUAL
INSERT - FORM 1

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



Individual applicants, including spouse, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 - 006)
- 3) Must provide a copy of their certified birth certificate, INS papers or US Passport
- 4) Fingerprints are required. See Form 147 for further information, this form MUST be included with your application
- 5) Must sign the signature page of the Application for License form
- 6) Applicant may be required to take a training course
- 7) Be a registered voter in the State of Nebraska, include a copy of voter registration card with application

Name of individual applicant who will hold license

Last Name: Waddell

First Name: Melissa

MI: A

Home Address: 1103 23st.

City: Auburn

Zip Code: 68305

Social Security Number: _____

Date of Birth: _____

Home Telephone Number: cell # 1-402-414-1729

Driver's License Number: _____

State: NE

Are you married? (Please note if the above listed individual is separated, etc. spouse's information is still required to be listed below)

YES

NO

If yes, provide your spouse's information below

Spouses Last Name: _____

Spouses First Name: _____

MI: _____

Social Security Number: _____

Date of Birth: _____

Driver's License Number: _____

State: _____

In compliance with the ADA, this individual insert form 1 is available in other formats for person with disabilities.
A ten day advance period is required in writing to produce the alternate format.

REV JAN 2015
Page 1
Form 104

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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

AGENDA ITEM
NO

11

DO YOU NEED POSTERS? YES NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

COMPLETE ALL QUESTIONS

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

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank) C-11278

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

NAME: Leslie Gary

ADDRESS: 2404 J. St

CITY Auburn Ne. ZIP 68305

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

BUILDING NAME Auburn Discount Liq.

ADDRESS: 2404 J. St CITY Auburn

ZIP 68305 COUNTY and COUNTY# Nemaha

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

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

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

5. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date: <u>7/18/15</u>	Date	Date	Date	Date	Date
Hours From <u>3:00</u>	Hours From	Hours From	Hours From	Hours From	Hours From
To <u>10:00</u>	To	To	To	To	To

a. Alternate date: Same

b. Alternate location: Same
(Alternate date or location must be specified in local approval)

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

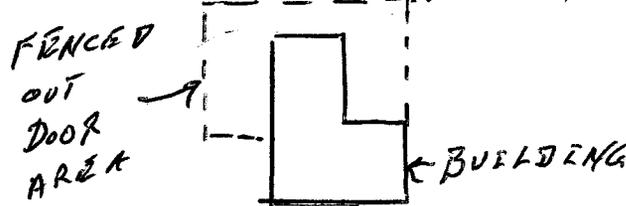
- Dance
 Reception
 Fund Raiser
 Beer Garden
 Sampling/Tasting
 Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 55 x 120
(not square feet or acres)

*Outdoor area dimensions of area to be covered **IN FEET** 70 x 25

***SKETCH OF OUTDOOR AREA** (or attach copy of sketch)



If outdoor area, how will premises be enclosed?

Fence; snow fence chain link cattle panel other _____

Tent

8. How many attendees do you expect at event? 100

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

Check IDs and wristband

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

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

11. Retailer: Will you be purchasing your alcohol from a wholesaler? YES NO
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler Retailer Both BYO
(includes wineries)

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

If so, describe activity _____

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

13. Any other information or requests for exemptions: NA

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

Print name of Event Supervisor GARY LESLIE

Signature of Event Supervisor *Gary Leslie*

Phone of Event Supervisor: Before 402 274 3823 During 402 274 3823

Consent of Authorized Representative/Applicant

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

sign here

Gary Leslie
Authorized Representative/Applicant

OWNER
Title

5 28 2015
Date

GARY LESLIE
Print Name

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

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

SENDD

Southeast Nebraska Development District

www.sendd.org

MAIN OFFICE
2631 "O" Street, Lincoln, NE 68510
Office: 402-475-2560
Fax: 402-475-2794
dtaladay@sendd.org

HUMBOLDT OFFICE
PO Box 308, Humboldt, NE 68376
Office: 402-862-2201
senddhumboldt@windstream.net
senddlisa@windstream.net

Office Location – 427 4th Street

May 28, 2015

Sherry Heskett
City of Auburn
PO Box 352
Auburn, NE 68305

AGENDA ITEM
NO 13

RE: DrawDowns #1 Project Expenses for 14-DTR-007 (ENCLOSED)

Dear Sherry,

Enclosed is Drawdown #1 Project Expenses for the above referenced Downtown Revitalization project.

After you have reviewed this material, Scott Kudrna, Mayor and Sherry Heskett, City Clerk can sign the DD as noted and mail the original DD to NDED in the envelope provided. Please place the remainder of this documentation in File #IV – Financial Management. These claims are to go to the City Council for claims approval action on June 8, 2015.

After submittal of the Drawdown for Project #14-DTR-007, in 10 to 30 days, when the automatic transfer is received from NDED and deposited in a non-interest bearing/City CDBG account and following City Council action on such bills, please write the following check(s):

	TOTAL	CDBG	OTHER
DrawDowns #1) The Following CDBG Activity Codes 0630 bills have not yet been paid:			
SENDD Billing #1, #2, #3, #4, #5 10/13/14 – 3/4/15) Acct. #1451 – DTR Implementation	\$4,318.07	\$3,238.55	\$1,079.52 City Match
Totals:	\$4,318.07	\$3,238.55	\$1,079.52

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

\$4,318.07 (from Activity Code 0630) = **\$4,318.07 Total to SENDD**
($\$3,238.55$ of CDBG Funds + $\$1,079.52$ City Matching Funds)

Feel free to give me a call at (402) 862-2201 if you have any questions.

Sincerely,



Lisa Beethe
Programs Manager



REQUEST FOR CDBG PROJECT FUNDS for PROJECT activities
(Excludes activity 0181 general administration)
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT

See Reverse Side for Instructions / Revised June 2013

CDBG REQUEST form Project Acty
DED Date Stamp

Name of Local Government Grantee City of Auburn		Mailing Address PO Box 352		City Auburn	State NE	ZIP 68305
CDBG Grant Number 14-DTR-007	Federal Identification Number 47-6006083	DUNS Number 080199193	Number sequence order includes Both general admin 0181 requests And project activity requests 1		DED Program Representative Brian Gaskill	

Part I – STATUS OF FUNDS (excludes reporting general administration activity 0181 funds)

1. Project Grant Funds Received to Date	\$	0.00					<u>IMPORTANT</u> Complete Part II for all approved activities even if funds are not requested <u>DO NOT INCLUDE ACTIVITY 0181 GENERAL ADMIN</u>
2. Add: Program Income Received to Date (exclude RLF)	\$	0.00					
3. Subtotal							
4. Less: Federal Project Funds Disbursed To Date (Must Agree To Total Of Part II, Line 3)	\$	0.00					
5. Total: Project Federal Funds On Hand (Must Agree To Part II, Line 6)							

Part II – CASH REQUIREMENTS (excludes reporting general administration activity 0181 funds)

Activity Code Description	0630					TOTAL
1. Total Cash Requirements To Date for Project	\$ 4,318.07	\$	\$	\$	\$	\$4,318.07
2. Less: Local Funds Disbursed (includes RLF) (exclude Program Income)	\$ 1,079.52	\$	\$	\$	\$	\$1,079.52
3. Less: Federal Funds Disbursed (include Program Income) Total Must Agree To Part I, Line 4 (exclude RLF)	\$ 0.00	\$	\$	\$	\$	\$
4. Total Current Cash Requirements	\$3,238.55					\$3,238.55
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						\$3,238.55

I certify that this request for federal funds has been prepared in accordance with the terms and conditions of the Grant Agreement, the Administrative Requirements and Treasury Circular No. 1075 which govern expenditures of federal funds for this grant. I also certify that all data reported above is correct and 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 Scott Kudrna, 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: Lisa Beethe	Organization: SEND	Telephone Number: 402-862-2201
DEPARTMENT OF ECONOMIC DEVELOPMENT USE ONLY		AMOUNT APPROVED: \$ _____
		INITIALS: _____ DATE: _____

Please refer to instructions for additional guidance.

BCom Solutions, LLC
 919 Central Avenue
 Auburn NE 68305
 United States

AGENDA ITEM
NO 14



City of Auburn - City Hall
 Sherry Heskett

Quote # 0000116
 Quote Date May 22, 2015

Quote Total	\$1,579.91 USD
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Task	Time Entry Notes	Rate	Hours	Line Total
	City Public Wi-Fi	0.00	0	0.00
Contracting	On-site installation and network configuration	60.00	5	300.00

Item	Description	Unit Cost	Quantity	Line Total
IT Materials	STP Cate5e Cable (1000 ft, outdoor, speed enhanced)	219.99	1	219.99
IT Materials	RJ45 STP Connectors	69.99	1	69.99
IT Materials	NanoStation locoM2	61.99	4	247.96
IT Materials	UniFi AP Outdoor+	169.99	2	339.98
IT Materials	AMO-2G10 Omni-Directional Antenna	185.00	2	370.00
IT Materials	Waterproof Electrical Box	31.99	1	31.99

Quote Total	\$1,579.91 USD
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Terms

Estimate is valid for 30 calendar days after date of issue (found above).

Estimates accepted after 30 days are subject to change.

Notes

Note that this does not include the costs associated with contracting an electrician to provide power sources to the necessary locations.

Step 1: Read and complete this form.

AGENDA ITEM

NO

15

Paychex® Benefit Account Service Agreement

Company Name _____

Office/Client Number _____

Federal ID Number _____

Section 1 – Term

This Paychex® Benefit Account Service Agreement (“Agreement”) is entered into between Paychex, Inc. (“Paychex”), located in Rochester, New York and the Company identified above (“Client”). The Agreement will continue until terminated in accordance with its provisions. All capitalized terms are defined in the definition section of the Agreement (Schedule F to this Agreement).

Section 2 – Services Offerings

- 2.1 Service Effective Date. Paychex will commence the third-party reporting and other administrative services specified in this Agreement (“Services”) for the Service Offering selected by Client on the Service Effective Date and will not commence any of the Services until Paychex receives documents necessary to begin the Services. Client acknowledges that each Service may have separate Service Effective Dates. Until the Service Effective Date, Client shall continue to provide for itself the Services requested of Paychex. Paychex assumes no responsibility for Services prior to the Service Effective Date.
2.2 Service Offering Authorized By Client. Client employs and directs Paychex to provide the Services applicable for the Service Offering(s) selected by Client below. Client agrees and acknowledges that an Authorized Servicing Partner of Paychex (as defined in Schedule F to this Agreement) may provide some or all of the Services and authorizes Paychex to employ the Authorized Servicing Partner to provide some or all of the Services. Certain Service Offerings require the Client to adopt a Plan in order to receive the Service Offering. In the event that Client has selected a Service Offering requiring a Plan, Client has adopted one or more of the following: a health flexible spending account (“Health FSA”), a dependent care flexible spending account (“Dependent Care FSA”), a limited purpose health flexible spending account (“Limited Health FSA”) (a “Health FSA”, “Dependent Care FSA”, and “Limited Health FSA” shall be referred to collectively as an “FSA”), a health reimbursement arrangement (“HRA”), a limited purpose health reimbursement arrangement (“Limited HRA”), and/or a Premium Only Plan (“POP”). Collectively, the foregoing accounts, arrangements and plans shall be referred to as the “Plan”. In the event Client adopts a Plan, Client authorizes and directs Paychex to assist in the administration of the Plan subject to the terms of the Agreement, including its Schedules. Client has established the Plan for the exclusive benefit of its employees and is the administrator of the Plan. Client may also choose to offer its employees access to a Health Savings Account (“HSA”) through the Health Savings Account Service Offering. Client acknowledges that Paychex may use one or more third parties to perform some or all of the Services. Client has selected the following Service Offerings:

Flexible Spending Account (FSA)

INITIALS

Health Reimbursement Arrangement (HRA)

INITIALS

Health Savings Account (HSA)

INITIALS

Client agrees that Paychex is not rendering legal, tax, accounting, or investment advice in connection with the Services, nor will Paychex be deemed a fiduciary of Client, or the employer or joint employer of the Client’s employees. Paychex will not be responsible for Client’s compliance with, nor will it provide legal or other financial advice to Client, with respect to federal, state, or local statutes, regulations, or ordinances including, but not limited to, the Fair Labor Standards Act or any state equivalent. Client agrees to comply with any and all applicable federal, state, and local laws or ordinances.

Client understands that this Agreement (Rev. 12/13) may be considered an application for credit and hereby authorizes Paychex to investigate the credit of the Client and/or its principals, including vendor references, bank account status, and history (collectively “Client’s Credit”). Paychex’ performance of the Services under this Agreement is subject to approval of Client’s Credit. Client warrants that it possesses full power and authority to enter into this Agreement, and has read and agrees to the terms and conditions as set forth in sections 1-15 and attached Schedules of this Agreement.

Authorized Officer’s Name _____ Title _____

PRINT

Authorized Officer’s Signature _____ Date _____

- 3.3 **Conversion Services.** In the event Client is converting from services it is currently receiving from a third-party vendor to a Service Offering offered by Paychex ("Conversion Client"), Paychex will provide the Plan Conversion Service set forth in Schedule A to this Agreement.
- 3.4 **Transfer between Service Offerings.** In the event that Client transfers between Service Offerings or adds or subtracts a Service Offering, Client agrees that the terms and conditions of this Agreement related to the Service Offering to which it is transferring or adding shall apply. Client acknowledges that Paychex shall not be obligated to provide Services for the new Service Offering until it has received from Client all documents and information necessary to begin the Services and notified Client of the Service Effective Date for the new Service Offering. Fees may be charged for any transfer between Service Offerings initiated by Client.

Section 3 - Plan Documents and Forms

- 3.1 **Plan Document Provider.** In the event Client selects a Service Offering requiring a Plan, Paychex shall assist the Client in the establishment and operation of the Plan for the Service Offering(s) Client has selected by providing the following sample Plan installation documentation: (i) Basic Plan Document; (ii) Adoption Agreement; and (iii) Summary Plan Description (collectively "Plan Documents"). It is the Client's responsibility to ensure that the Plan Documents and any other documents related to the administration of the Plan are (i) appropriately completed; (ii) in compliance with the requirements of the Client's Plan; (iii) appropriately and timely adopted by the Client and, with respect to any documents that must be distributed to Participants, including, but not limited to the Summary Plan Description, distributed to the Participants. In no event shall any of the foregoing Plan Documents and forms constitute legal advice, and are not a substitute for legal or other professional advice.
- 3.2 **Plan Document Amendment.** Client understands that if it adopts any amendment to the Plan Document such amendment may affect the tax-qualified status of the Plan, and Client shall be responsible for taking such action, as it may deem necessary or appropriate, to maintain the Plan's tax-qualified status. Such actions may include, but are not limited to, submitting an application for determination of Plan qualification with respect to the amendments of the Plan to the IRS. Client shall promptly deliver to Paychex a copy of any amendment to the Plan Document adopted by Client. In the event that Paychex amends the Plan Documents to facilitate Services or to include any sample or model IRS amendments, Client directs Paychex to provide notice of any Plan amendments Paychex has made on the employer website. It is the Client's responsibility to ensure that the amendments and other revisions are appropriately completed, are in compliance with the requirements of the Client's Plan and are appropriately and timely adopted by the Client and retained by the Client. In the event that Client does not object to any necessary Plan amendment provided by Paychex within sixty (60) days of being provided the Plan amendment on the employer website Client will be deemed to have adopted the amendment and Client directs Paychex to administer the Plan in accordance with the amended Plan Documents. Client is solely responsible for maintaining the compliance of Plan Documents and other applicable documentation with respect to changes and amendments made by Client.
- 3.3 **Form.** Paychex shall provide administrative forms for the Client's use in administering the Plan. All forms and user guide information shall be subject to periodic updates and revisions. Paychex shall also provide instructions and forms for the processing of Claims under the Plan. All Participants should apply for benefits under the Plan using forms provided by Paychex. Administrative forms are supplied in electronic format to both Client and accountholders. Paper-based forms can also be made available through the call center when requested by Participant.

Section 4 - Paychex Not a Fiduciary to Plan

The Services under this Agreement are limited to those of a recordkeeper and provider of non-discretionary administrative Services at the direction of the Client (and/or a Plan Administrator). In the event Client has adopted a Plan, Client agrees that Paychex is not the Plan administrator, and is not a Plan fiduciary under the Plan(s), as such terms are defined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Paychex does not act as a fiduciary and will not be named as a fiduciary under ERISA or the Internal Revenue Code of 1986 as amended (the "Code"). Paychex shall have no power or authority to waive, alter, breach or modify any terms and conditions of the Plan. Paychex shall make payments or distributions in accordance with the framework of policies, interpretations, rules, practices and procedures set forth in the Plan Documents and as otherwise agreed upon or directed by Client. **Paychex does not have nor be deemed to have, and will not exercise, any discretionary authority, control, or responsibility with respect to Plan assets or the administration of the Plan.** Client has not delegated, and will not delegate, any fiduciary responsibility or authority for the Plan to Paychex. Paychex assumes no responsibility for the Plan's compliance with the requirements for tax-qualified status of the Plan under the Code or for the Plan's compliance with the requirements of ERISA.

Section 5 - Benefits Administrative Services

Client employs and directs Paychex to provide the following Benefits Administrative Services:

- 5.1 **Plan Administration.** In the event Client has adopted a Plan, Paychex shall assist the Client in the administration of the Plan as provided in this Agreement. The specific Plans that Paychex shall assist with and are covered by this Agreement are the Plans adopted by Client that are required to receive the Service Offering(s) selected by Client. If a Plan is not covered by this Agreement ("Non-Covered Plan") Paychex shall have no responsibilities or duties with respect to such Non-Covered Plan. Paychex duties with respect to the Plan shall be limited to those expressly provided in this Agreement or subsequently agreed to in writing by Paychex and the Client.
- 5.2 **Reporting Obligations.** Client shall be solely responsible for the preparation and filing of required governmental reports, information or other tax returns or documents and the preparation and distribution of required reports to Participants and beneficiaries. Paychex shall not be responsible for determining the level of compliance required by the Client's Plan. It is the sole responsibility of the Client to assure compliance with all legal reporting and disclosure requirements.
- 5.3 **Compliance Testing.** Client directs and authorizes Paychex to perform the compliance testing for Client Plans as set forth in Schedule B to this Agreement.
- 5.4 **Claims Processing.** Client directs and authorizes Paychex to perform Claims processing as set forth in Schedule C to this Agreement. Client directs and authorizes Paychex to use funds received from the Client to pay authorized Claim Reimbursement Amounts as set forth in Schedule C to the Agreement.

- 5.5 Forfeited Funds.** Unless otherwise dictated under the terms of the Client's Plan Documents, all amounts that remain unpaid for in a flexible spending account after the end of the period specified by the applicable Plan during which the Participant can make a Claim, plus any periods for Appeal or any Claim dispute, shall be immediately forfeited by Participant to the Client, minus any necessary fees and expenses that are owing to Paychex pursuant to this Agreement. Any unclaimed amounts, including any previous reimbursement checks or other similar methods of payment that have been issued but remain unendorsed, that remain unpaid after the end of the run-out period selected by the Client shall be returned to the Client, minus any necessary fees and expenses that are owing to Paychex pursuant to this Agreement.
- 5.6 Health Savings Account Services.** Client directs Paychex to perform the Health Savings Account Services as set forth below. Paychex will provide access to Client's employees to establish a HSA at Healthcare Bank ("Bank") through the Authorized Servicing Partner subject to the terms and conditions of Bank. Client is solely responsible for calculating and remitting contributions for any participating employees to the Bank.
- 5.6.1 Customer Identification Program.** Client will follow the Customer Identification Program procedures as reasonably established by the Bank pursuant to applicable laws, which may be changed from time to time as required by applicable law or as reasonably necessary to implement such requirements of law, including, without limitation, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act, and all other applicable anti-money laundering laws, now or hereafter existing, and all regulations promulgated pursuant thereto, as well as all rules, rulings, interpretations, advisories, orders, decrees, guidelines, interpretations, and applications thereof; and provide any and all necessary information affecting money transfer transactions to Paychex and Bank with respect to HSAs.
- 5.6.2 Client not the Account Holder.** Client shall not be the account holder or have any ownership interest in the participating employees' HSAs. Paychex and the Bank shall: (i) have absolute discretion with respect to whether and under what circumstances to establish, administer, suspend, and/or terminate any individual account beneficiary's HSA or any transaction in connection therewith; (ii) have no responsibility with respect to contributions paid by Client, any account beneficiary, or other contributor or transferor to the HSAs, other than to receive the contributions paid or transferred to the Bank for HSA Services and allocate them according to instructions received from Client, the account beneficiary, or other contributor or transferor; (iii) systemically reconcile the contributions received from Client with Paychex' or the Bank's records of HSAs and identify and reconcile any discrepancies in a timely manner; (iv) have no obligation to take affirmative actions to collect monies paid as contributions from Client, the account beneficiaries, or other contributor or transferor if clear instructions are not received; and (v) if contribution instructions provided to Paychex and/or the Bank are not clear, Paychex and the Bank shall take reasonable steps to obtain additional information to clarify the ambiguity(ies). If Paychex and/or the Bank does not receive clarifying information promptly, Paychex, through the Bank, may take reasonable, corrective action, as it deems appropriate, with such contributions.
- 5.6.3 HSA Modifications.** Client acknowledges that the Bank may, in its sole discretion and consistent with its business practices, modify any interest bearing HSA demand deposit account, and that the terms of the HSA demand deposit accounts may vary amongst Bank's customers.
- 5.7 Plan Records.** Client acknowledges that Paychex shall not be required to retain Plan records or records pertaining to the Service Offering selected by Client on behalf of Client.
- 5.8 Disclaimer.** Paychex shall not be liable or use its funds for the payment of benefits under the Plan, including, without limitation, where sought as damages in an action against the Client, Paychex or the Plan. Paychex does not insure or underwrite the Client's liability to provide benefits under the Plan, and the Client shall have the sole responsibility and liability for payment of all benefits under the Plan. **Except for Paychex' duties with respect to the Plan that are expressly provided in this Agreement or subsequently agreed to in writing by Paychex and the Client, Paychex Services are provided on an "as is" basis, and Client's use of Paychex services related to the Plan is at its own risk. Paychex does not make, and hereby disclaims, any and all other express and/or implied warranties, including, but not limited to, warranties or merchantability, fitness for a particular purpose, and any warranties arising from a course of dealing, usage, or trade practice.**

Section 6 – Client Information and Client Online Account

- 6.1 Client Contact.** Client will designate one or more contacts ("Client Contact(s)") that will provide Paychex with information and directives necessary for Paychex to perform the Services (collectively "Client Information"). Client is responsible for the accuracy of Client Information provided by Client Contact(s) and/or Client.
- 6.2 Client Information.** Client will execute and/or provide all documentation that Paychex requires to perform its responsibilities under the Agreement including, where necessary, taking all corporate action. Client acknowledges that Paychex may be required to obtain documents necessary to verify the identity of Client pursuant to applicable federal and/or state statutes or regulations. Client shall provide Paychex with all data on employees and contributions, including payroll deduction and Client contributions (if applicable), that may be required to allocate contributions. Such data shall be provided as reasonably requested by Paychex on Paychex forms or other processing methods, including electronic or telephonic transmission methods that are approved by Paychex. Client is responsible for reviewing and approving the documentation of such information, including transmissions of contribution information. Client may directly or indirectly (through an authorized payroll vendor, for example) provide this information in any written method acceptable to Paychex. Client assumes full responsibility for information it provides directly or indirectly to Paychex and, as applicable, for the security of electronically transferred data. **In the event the Client has selected the HSA Service Offering, Client represents that all employees for whom data is provided by Client have been positively identified through either, (i) the employees' completion of U.S. Citizenship and Immigration Services I-9 for employees hired by Client after November 6, 1986, or (ii) for those employees hired by Client prior to November 6, 1986, otherwise reviewing each such employee's driver's license or other government-issued identifying documentation evidencing nationality or residence and bearing a photograph or similar safeguard. The Client also represents that the employees have certified their authorization to work in the United States and have furnished their taxpayer identification numbers, which Client will provide to Paychex for the purposes of the account opening and set up on HSA. Client acknowledges that Client is responsible for any delayed remittance of reimbursements and additional processing Fees incurred as a result of its failure to provide Client Information timely. Paychex will not be required to obtain authorization from Client to act on Client Information.**

- 6.3 **Client Online Account.** In the event Client accesses Services online or through any mobile or other electronic devices ("Client Online Account"), Client is solely responsible for (i) designating who is authorized to have access to Client's Online Account; (ii) safeguarding all of Client's passwords, usernames, logins or other security features used to access Client's Online Account ("Client Online Account Access"); (iii) Client's use of Client's Online Account under any usernames, logins or passwords; (iv) ensuring that use of Client's Online Account complies fully with the provisions of this Agreement; and (v) any unauthorized access, or use, of Client's Online Account caused by Client's actions or inactions, including, without limitation, its failure to safeguard Client Online Account or Client Online Account Access. Client is solely responsible for the maintenance and routine review of computing and electronic system usage records (i.e. log files) and the security of its own data, data storage, computing device(s), other electronic systems, and network connectivity. Client acknowledges and agrees that Paychex is not liable to Client, Client's employees or any other third party for any consequences, losses, or damages resulting from unauthorized access or use of Client Online Account as set forth in this section.
- 6.4 **Reliance on Client Information.** Client has authorized and instructed Paychex in this Agreement to implement its standard administrative procedures to provide Services in accordance with this Agreement. Paychex shall be fully protected in relying upon representations by Client set forth in this Agreement and communications made by or on behalf of Client in effecting its obligations under this Agreement, including, without limitation, Client Information provided by Client pursuant this Agreement or any payroll service agreement with Paychex. Client and Paychex agree that if Client provides Paychex with specific written instructions (in a form acceptable to Paychex) to provide Services in a manner other than in accordance with Paychex standard procedures, Paychex may (but need not) comply with Client's written instructions, provided that, to the extent that Paychex complies with such instructions, Client and not Paychex shall be solely responsible for Paychex' actions so taken, and Client agrees to hold Paychex harmless (including reasonable attorney's fees and costs) and expressly releases all claims against Paychex in connection with any claim or cause of action, which results from or in connection with Paychex following Client's written instructions.

Section 7- The Client's Responsibilities

Responsibilities of the Client shall include the following:

7.1 Compliance.

7.1.1 **Plan Compliance.** Although Paychex serves as Client's agent for Services rendered pursuant to this Agreement, in the event Client has adopted a Plan, the Client remains solely responsible for all Plan activities, including compliance with ERISA, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Code, or other applicable laws or regulations. Client agrees to hold Paychex harmless (including reasonable attorney's fees and costs) and expressly releases all claims against Paychex in connection with any claim or cause of action, for any occurrences prior to the effective date of this Agreement, that results from the failure or alleged failure of Client (its officers and employees, and any other entity related to or performing services on behalf of Client) to comply with ERISA, HIPAA, the Code or any other applicable law or the provisions of this Agreement, or its failure to provide Paychex with the required information for proper and timely reporting under the MSP secondary payor requirements for Client's HRA Participants.

7.1.2 **HSA Compliance.** In the event that Client selects HSA Services, Client represents and warrants that its program for funding HSAs through payroll deduction and Client contributions (if applicable) complies in all respects with the conditions in the safe harbor exception to the ERISA for group or group-type insurance programs at 29 C.F.R. Sec. 2510.3-1(j), as clarified by U.S. Department of Labor Field Assistance Bulletin 2004-1. Accordingly, Client does not (i) limit the ability of eligible individuals to move their funds to another HSA beyond restrictions imposed by the Code; (ii) impose conditions on uses of HSA funds beyond those permitted under the Code; (iii) make or influence the investment decisions with respect to funds contributed to an HSA; (iv) represent that HSAs are an employee welfare benefit plan established or maintained by Client; or (v) receive any payment or compensation from Paychex in connection with an HSA. Client acknowledges that in the event Client establishes an ERISA covered employee welfare benefit plan in connection with the HSA Service Offering that the HSA Service Offering will be terminated.

Prohibitions. Client shall (i) take no actions that will serve to render HSAs to be or become employee benefit plans or the assets held therein to be or become subject to ERISA; (ii) not limit the ability of account beneficiaries to move funds in their HSAs to another HSA (except to the extent of restrictions imposed by the Code); (iii) not impose any conditions on the utilization of HSA funds beyond those permitted by the Code; (iv) not represent or advise that the HSAs are an employee welfare benefit plan established or maintained by Client; and (v) not receive any payment or compensation from Paychex or the Bank in connection with an HSA account.

7.2 **Final Authority.** In the event Client has adopted a Plan, Client has total control and discretionary authority over the Client Plan and the manner in which it is operated. Any amounts deposited by the Client with Paychex under any Plan remain the assets of the Client. Paychex and its representatives are only an agent of the Client for processing of Claims requests, as provided under this Agreement. In the event that Client elects the HSA Service Offering Client acknowledges that Client's employees establishing a Health Savings Account are the assets of the employee establishing the Health Savings Account.

7.3 **Participants.** The Client shall provide Paychex with a complete list of all employees eligible to participate in the Plan, and any other demographic and related information that Paychex may need to properly administer the Plan pursuant to this Agreement. Client shall notify Paychex within five (5) business days of all changes in its employees eligible to participate in the Plan. Client shall be responsible to collect and provide to Paychex in an electronic format all required information to ensure compliance with the rules and regulations. Client shall be solely responsible for determining its employees who are eligible to participate in the respective Plans, collecting the requested information from employees and informing Paychex of such affected or eligible employees. Client will identify employees who are classified as Owners, Highly Compensated Employees (HCEs), and Key Employees at the time of setup, and promptly provide Paychex with any changes pertaining to the identity of Owners, HCEs, and Key Employees.

7.4 **Claim Reimbursement.** The Client shall make funds available to pay Claims as agreed to in this Agreement and, in the event Client has adopted a Plan, in accordance with the Plan.

7.5 **Enrollment.** In the event Client has adopted a Plan, the Client shall assist in the enrollment of the employees in the Plan, cooperate with Paychex with regard to proper settlement of the Claims and transmit any inquiries pertaining to the Plan to Paychex. Late notification of Plan eligibility or

incorrect Plan eligibility information provided by the Client to Paychex may result in erroneous Plan benefit payments. In this event, the Client shall be solely responsible for any such erroneous payment and the Client shall also be solely responsible for collecting any such erroneous payments from the employee.

- 7.6 **Amendments.** In the event Client has adopted a Plan, the Client shall provide Paychex with a copy of any contemplated amendment to the Plan no less than thirty (30) days prior to the anticipated amendment effective date. However, under no circumstances should the Client adopt any amendment that would alter Paychex's duties hereunder without prior written consent of Paychex.
- 7.7 **Filing Obligations.** In the event Client has adopted a Plan, the Client shall file with the appropriate governmental agencies all required returns, reports, documents and other papers relating to the Plan.
- 7.8 **Participant Communications.** Unless otherwise agreed to between the parties, Client shall be solely obligated to distribute all required Participant Communications to Participants and eligible Participants, to include, but not be limited to all required enrollment information, Summary Plan Description and Summaries of any Material Modifications. Paychex shall assist, if requested, the Client in the preparation of materials for distribution.
- 7.9 **Non-discriminatory Plans and Compliance Testing.** In the event Client has adopted a Plan, Client shall maintain a non-discriminatory Plan and is solely responsible for taking any corrective action required in the event that the Plan becomes discriminatory. Client is solely responsible to provide Paychex with the information it needs to run the compliance tests described in Schedule B. Paychex shall perform the compliance tests described in Schedule B based on information provided by Client. All other compliance tests are the responsibility of the Client to complete.
- 7.10 **Claims Based Funding.** In the event Client has selected a Service Offering which provides for the reimbursement of qualifying Claims, Client gives Paychex and/or its Authorized Servicing Partner approval to draft applicable amounts from the Client's United States bank account from which disbursements can be made on the Client's behalf for qualifying Claims, which are otherwise specified by the Client in its Plan document, or as provided for under the Code.
- 7.11 **General Assets of the Client.** All amounts withheld by the Client remain the Client's general assets.
- 7.12 **Employee Fraud.** The Client is solely responsible for making Client's Plan whole if fraud is committed against the Plan by Plan Participants or Client's employees. Paychex shall not be responsible for making the Plan whole or for pursuing or correcting any such actions.
- 7.13 **Review Reports.** Client will review all reports and documents provided or made available by Paychex and inform Paychex of any inaccuracies within three (3) business days of receipt or availability.
- 7.14 **Information provided by Client.** Client shall provide Paychex with Client Information as set forth in Section 6 above.
- 7.15 **Records.** Retain all records and documents pertaining to the Plan and the Service Offerings as required by law. Client acknowledges that Paychex shall not be required to retain records on behalf of Client.

Section 8 - Payment of Administrative Services Fees and Claim Reimbursement Amounts

- 8.1 **Payment of Fees.** Client will pay all fees, including, but not limited to, fees for all Paychex Services and the setup fees (collectively "Fees") through an Electronic Funds Transfer (EFT), or such other payment method as required by Paychex when due. Fees include *insufficient funds* and premium processing fees. Paychex' Fees are subject to change upon thirty (30) days written notification to Client. Client agrees that Paychex may provide notice of a change in Fees by notifying Client by mail, email at the email address provided by Client, or on the employer website. Paychex may, in its sole discretion, require a security deposit from Client, and Client hereby waives any right to interest that may accrue on any amounts, including, but not limited to, Claim Reimbursement Amounts, Fees, and security deposits received by Paychex. If the Service Offering is cancelled by Client in writing after Paychex has completed its initial processing of the Service Offering, but prior to Client's first payroll that includes the Services provided pursuant to the Service Offering, the greater of 50% or \$500 of the setup fee will be retained by Paychex. All setup Fees are non-refundable after Client's first payroll that includes Plan contributions.
- 8.2 **Remit Claim Reimbursement Amounts.** Client agrees to remit funds representing the amount due to reimburse Client's Participants for any of the Service Offerings selected by Client (collectively "Claim Reimbursement Amounts").
- 8.3 **Electronic Funds Transfer.** If Paychex requires payment of Fees or Claim Reimbursement Amounts (collectively "Amounts Due") through an EFT, Client will execute all documentation needed by Paychex to originate EFT transactions. Client authorizes Paychex or its Authorized Servicing Partner to collect all Amounts Due from Client's bank account on the date that an EFT to collect Amounts Due is presented ("Funding Deadline"). Client agrees that the funds representing the Amounts Due will be on deposit in Client's bank account in collectible form and in sufficient amount on the Funding Deadline. All EFTs are performed in compliance with the National Automated Clearing House Association operating rules ("NACHA"). Client agrees (i) to follow NACHA as they are amended from time-to-time and assumes the responsibilities of an initiator of EFTs; (ii) that it will not initiate any EFT that violates any law; and (iii) that Paychex may identify Client to banks involved in the EFT. Client authorizes Paychex to use the Authorized Servicing Partner identified on banking documentation required by Paychex and agrees that Paychex may change the Authorized Servicing Partner either by providing notice of the change on the employer website.
- 8.4 **Payment by Wire Transfer or Other Method.** If Paychex requires payment of Amounts Due by a wire transfer or other method, Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the Funding Deadline.
- 8.5 **Insufficient or Nonconfirmed Funds.** If sufficient funds are not available on the Funding Deadline, Paychex may take such action to collect Amounts Due, including, but not limited to, reissuance of the EFT and assessing insufficient funds Fees. Further, failure to have sufficient funds shall be considered a Client Default. Paychex may immediately suspend or terminate all Services as set forth in Section 10 below. **Client**

acknowledges that Client is responsible for any delay in remittance of reimbursements if Paychex is unable to confirm receipt of funds prior to the Funding Deadline.

- 8.6 Past Due Amounts.** Notwithstanding anything in this Agreement or any other agreement between the parties to the contrary, if the Client fails to pay Paychex within the required time period any Amounts Due as a result of any product or service provided by Paychex to the Client under this Agreement or any other agreement between the parties, Paychex shall be permitted to deduct the past due Amounts Due from any funds provided by the Client pursuant to this Agreement or any other agreement between the parties which are held by Paychex, except those amounts that could be considered Plan Assets, without prior notice and without prior approval of the Client. This right of offset shall be in addition to any other remedies that Paychex may have in this Agreement or any other agreement between the parties with respect to such non-payment, including, without limitation, any right to terminate the Agreement, regardless of whether the past-due Amounts Due is paid in full as a result of the offset rights provided herein.
- 8.7 Refund/Adjustments.** Client agrees that Paychex may apply any balances it is holding for Client, except those amounts that could be considered Plan Assets, to outstanding Amounts Due to Paychex or its affiliates prior to refunding amounts to Client.
- 8.8 Participant Fees.** Client authorizes Paychex to charge Participants the Participant fees as set forth on the employer website. Client authorizes Paychex to reduce a Participant's balance for any Participant fees and authorizes Paychex and/or its Authorized Servicing Partner to debit the amount of any Participant fees as a Claim Reimbursement Amount.

Section 9 – Client's Default

In the event Client materially breaches the Agreement ("Client Default"), Paychex may, suspend some or all Services or at its sole option or terminate the Agreement or a portion thereof, without notice and declare all Amounts Due immediately due and payable. Client agrees to promptly reimburse Paychex for all advances made by Paychex and to pay interest on the advances at the rate of one and one-half percent (1½%) per month, or the maximum allowable by applicable law, until paid. Client agrees that Paychex or its Authorized Servicing Partner may initiate an EFT to Client's bank account for any past due Amounts Due. Client will be responsible for the costs of collection of Amounts Due, including, but not limited to, attorneys' fees and costs. Paychex may, in its sole discretion, commence an action within the County of Monroe, State of New York, or in any other court of competent jurisdiction for any monies due and owing from Client to Paychex.

Section 10 – Termination

Except as otherwise provided, either party may terminate the Agreement upon thirty (30) days prior written notice. Paychex may immediately terminate the Agreement, or a portion thereof if (i) Client becomes subject to receivership, bankruptcy, or is insolvent; (ii) Paychex, in its sole discretion, determines that a material adverse change has occurred in the financial condition of Client; (iii) Client fails to have sufficient funds on the Funding Deadline; or (iv) Paychex determines, in its sole discretion, that any federal, state, or local legislation, regulatory action, or judicial decision adversely affects its interests under the Agreement. Termination of the Agreement will not relieve Client of any obligations set forth herein, including, but not limited to, its payment obligations.

Section 11 – Limit of Liability

Paychex' sole liability and Client's sole remedy for Paychex' breach of the Agreement will be (i) for Paychex to remit to the appropriate payee the funds received from Client; and/or (ii) for Paychex to reimburse Client or its employees for any interest or penalties assessed as a direct result of Paychex' breach of the Agreement. Paychex can only be held liable for breach of the Agreement and will not be held liable for (i) any negligent act or omission by Paychex; (ii) the negligence of any other person or entity, including, but not limited to, Client and its employees or agents, or any person or entity that provides services in connection with or as a result of Paychex' performance of its obligations under the Agreement; (iii) any loss, claim, or expense arising from any information provided or modified by Client; or (iv) Client's breach of NACHA. **Paychex will, under no circumstances, be liable for any special, indirect, incidental, or consequential or punitive damages, including lost profits incurred by Client pursuant to this Agreement or by the transactions contemplated by it, however caused, on any theory of liability (including contract, tort, or warranty), or as a result of Paychex' exercise of its rights under the Agreement, even if Paychex has been advised of the possibility of such damages.**

Section 12 – Indemnification

Client will indemnify, defend, and hold Paychex and its respective officers, directors, and employees harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with (i) a Client Default; (ii) Client's breach of NACHA; or (iii) Client's breach of any warranty set forth in the Agreement.

Section 13 – Client Confidential Information

Client Confidential Information will mean all information disclosed or otherwise made available by Client to Paychex that is marked confidential or is of the nature that a reasonable person would identify it as being confidential, and the name, social security number, date of birth, address, bank, and/or wage information of Client and Client's employees provided to Paychex by Client. Paychex will use reasonable care to prevent the disclosure of such Client Confidential Information to any unauthorized person or entity. Paychex may disclose Client Confidential Information to its employees, affiliates, subsidiaries, agents, and contractors to (i) perform or offer Services; (ii) offer additional products or services; (iii) perform analysis to determine Client's qualification to receive future services; and (iv) collect Amounts Due and may disclose Client's payment experiences with Paychex to credit reporting agencies and supply vendor references on behalf of the Client. Paychex may also disclose Client Confidential Information (i) to its attorneys, accountants, and auditors; and (ii) pursuant to federal, state, or local law, regulation, court order, legal process, or governmental investigation. The obligations set forth in this section will not apply to any Client Confidential Information that (i) Client has agreed is free of any nondisclosure obligations; (ii) at the time of disclosure was free of any nondisclosure obligations; (iii) is independently developed by Paychex or that Paychex lawfully received, free of any nondisclosure obligations, from a third party having the right to furnish such Client Confidential Information; or (iv) is or becomes available to the public without any breach of this Agreement or unauthorized disclosure.

13.1 Business Associate. In the event that Paychex is a Business Associate of the Client's group health plan as that term is defined by Health Insurance Portability and Accountability Act of 1996, 42 U.S.C.A § 1320d et al ("HIPAA") the parties further agree that the Business Associate Agreement attached as Schedule E to this Agreement shall also apply to that Client Confidential Information which is identified in the Business Associate Agreement. Paychex, in its role as Business Associate, will enter into Business Associate Agreements with those vendors it is required to do so with pursuant to HIPAA.

13.2 HSA Service Offering. In the event that Client selects an HSA Service Offering Client acknowledges and agrees that Paychex is not a "covered entity" or "plan sponsor" under the HIPAA Privacy Rules and that the Business Associate Agreement set forth in this Agreement shall not apply. Paychex will not have access to individually identifiable health information with respect to any HSA.

Section 14 – Governing Law and Arbitration

The Agreement and all aspects of the relationship between Paychex and Client will be governed exclusively by the laws of the State of New York, to the extent not preempted by ERISA, without regard to, or application of, its conflict of laws, rules, and principles, except for the arbitration agreement contained herein which will be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). **Except as provided herein, any dispute arising out of, or in connection with, the Agreement will be determined only by binding arbitration in Rochester, New York, in accordance with the commercial rules of the American Arbitration Association.** Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement. A separate neutral arbitrator must be selected and appointed for each dispute. Any dispute arising under the Agreement shall be brought within two (2) years of when the claim accrued. The arbitrator will not be authorized to award exemplary or punitive damages or any damages excluded in the Limit of Liability provision. The parties agree that the prevailing party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, will be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either party to the Agreement. The parties will not be permitted to bring or participate in, and the arbitrator will not have any authority or jurisdiction to hear or decide, any claims brought as any type of purported class action, coordinated action, aggregated action, or similar action or proceeding. Each party must only bring claims against each other in their individual capacity.

Section 15 – General Provisions

15.1 Assignability. The Agreement may not be assigned by Client to any third parties, other than successors, without the prior written consent of Paychex. Any assignment made without such consent shall be null and void.

15.2 Signature. The parties agree that Client's signature on this Agreement may be transmitted to Paychex electronically or by facsimile. The parties further agree that such signature will have the same force and effect as if the original signature had been provided and received.

15.3 Entire Agreement. The Agreement, together with the Schedules contains the entire understanding of the parties. Client acknowledges that there have been no representations or warranties made by Paychex or Client which are not set forth in the Agreement.

15.4 Force Majeur. Neither party shall be responsible for any delay or failure to perform obligations specified in the Agreement due to causes beyond the party's reasonable control, including, but not limited to, acts of God, war, terrorism, labor disputes, power outages, the malfunction of communication facilities, the closing of stock exchanges, or acts of any governmental body.

15.5 Amendments to Agreement. Any modifications to the terms of this Agreement by Client will render this Agreement null and void unless Paychex agrees in writing to its consent of such modifications. Paychex may modify any term of the Agreement by thirty (30) days written notice to Client of such change and the effective date thereof. Client shall be deemed to have accepted and agreed to such changes unless Client elects to terminate the Agreement by written notice to Paychex prior to the effective date of the change. Client agrees that Paychex may provide notice of a modification of the Agreement by notifying Client by email at the email address provided by Client that that the modification may be accessed on the employer website. Paychex will provide a printed copy upon Client's request.

15.6 Severability and Validity. If any provision of the Agreement or any portion thereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement shall not in any way be affected or impaired. The failure of either Paychex or Client to enforce a provision of this Agreement does not constitute a waiver of the provision and does not affect the validity of the Agreement.

15.7 Third Parties. Each party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Client or Paychex.

15.8 Headings. The headings in this Agreement are for reference only and are not intended to affect the interpretation of its language.

15.9 Surviving Sections. Sections 4, 5, 8, 6, 7, 8, 10, 11, 12, 13, 14 and 15 shall survive the termination of this Agreement.

Schedule A

Conversion Services

A. FSA and HRA Conversion Services.

1. **Plan Documents.** Client acknowledges and agrees that, in the event it had previously adopted a Plan, in order to receive FSA and/or HRA Services it will have to adopt Plan Documents provided by Paychex. Paychex will provide Client the template Plan Documents as set forth in Section 3.1 of the Agreement.
2. **Service Effective Date.** The Service Effective Date may be no earlier than the date Client's Current Plan Documents are restated to the Plan Documents provided by Paychex. Client acknowledges that Paychex has no third-party administrative responsibilities, express or implied, for the Client's Plan until the Service Effective Date.
3. **Features in Plan Documents.** Paychex does not warranty or guarantee that any of the features in the Current Plan's Documents are included in the Plan Documents provided by Paychex. Client shall be solely responsible for verifying that its Current Plan's Documents, benefits, rights, and features are included in the Plan Documents provided by Paychex. If Client determines that certain benefits, rights, or features in its Current Plan Documents are not available in the Plan Documents provided by Paychex, Client is solely responsible for (i) explaining such differences to its Participants; and (ii) correcting any Plan Document or operational failures that arose prior to or directly as the result of the Current Plan's Documents restatement.
4. **Required Client Information.** Client will be responsible for ensuring the prior recordkeeper provides Paychex with all of the required account balance history and related information. Client shall provide all required information for completing the conversion process to set up the Plan in a form and manner acceptable to Paychex. Client authorizes Paychex to use the required information to set up the Plan and is directed to rely on the information to review and reimburse Claims submitted during the remainder of the Plan Year in which Client becomes a Conversion Client and grace period if applicable.

B. HSA Conversion Services.

1. **Individual Account Transfer.** Paychex will supply the employer with Direct Rollover/Transfer forms, which the employees may fill out and submit to their current custodian/administrator to send their money to Paychex.
2. **Group Transfer.** Client may authorize Paychex to transfer a group of Participants in a single transfer. If so authorized, Client must provide Paychex, a data file in an acceptable format to Paychex, containing the required information for all Participants along with balances and any other required information may be submitted for Paychex to load the information in anticipation of the transfer of funds from the prior custodian. Once the balances are transferred, funds are deposited and accounts are updated within three to four business days. Additional Setup Fees may apply. Minimum number of Participants may also apply.

Client understands that fees may be charged by Client's previous service provider and Client is solely responsible for those fees. Client authorizes Paychex to charge termination Fees in the event Participant's close accounts as part of the then current Participant fees as set forth on the employer website.

Schedule B

Compliance Testing

A. Compliance Testing.

1. **Health FSA and POP.** Paychex will perform the calculations for the Eligibility Test, Contributions, Benefits Test and Key Employee Concentration Test (25% Key Employee Test) based on information provided by Client.
2. **Dependant Care FSA.** Paychex will perform the calculation for the Key Employee Concentration Test (25% Key Employee Test), the 55% Average Benefits Test and 25% Owner's Test based on information provided by Client.
3. **HSA.** If Client has a Health Savings Account (HSA), any pretax salary reductions for Client's HSA will not be incorporated into the compliance testing results. Client will be solely responsible for all other non-discrimination tests and any aggregate testing, including aggregate testing of HSA salary reductions.
4. **HRA and POP.** Paychex will not perform any compliance testing for HRA Services. For any POP adopted for purposes of receiving the HRA services, Paychex will perform the compliance testing for POP as outlined in A.1. above.

B. Corrective Action. Client acknowledges that if a Client's Plan(s) fails any testing, the Client is responsible for correcting the failure and bringing the Plan(s) into compliance with the applicable requirements as defined in section 125 of the Internal Revenue Code.

Schedule C

Claims Processing

Claims Processing for FSA and HRA. Client directs Paychex to review a Participant claim for reimbursement of a qualifying expense, as that term is defined by the Plan Document ("Claim"), in accordance with the requirements of the Plan. Client directs Paychex to reimburse Participants in accordance with this Agreement who have (i) requested reimbursement; and (ii) substantiated their Claim in accordance with the Plan. Client directs Paychex to deny a Participant's Claim in the event the claim is either not substantiated or is not a qualified expense and to notify the Participant in accordance with the Plan. Paychex shall have no discretion to determine whether a Claim should be granted or denied Paychex will process Claims on a daily basis Monday through Friday, during regular business hours, except on the days on which the following holidays are observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the Friday after Thanksgiving and Christmas. Paychex shall arrange for the payment of Claim Reimbursement Amounts as provided in the Plan.

- a. If Paychex determines that a Participant's Claim is entitled to the benefits under the Plan, Client authorizes and directs Paychex to initiate payment of all authorized Claim Reimbursement Amounts to Participants using funds provided by the Client. Depending on the services elected by Client, Claim Reimbursement Amounts may be paid by check, direct deposit, directly to Participant's service provider, or via the Debit Card.
- b. If Paychex finds that a Participant is not entitled to benefits under the Plan, Paychex shall provide to such Participant a written notification of the decision as soon as administratively practicable after the Claim was received by Paychex but no later than the time period required by Section 503 of ERISA, if applicable. Written notice is sent via email, when an email address is available. If no email address is available, the written communication will be sent via standard USPS mail. The written notice shall comply with the requirements set out in the Summary Plan Description and Section 503 of ERISA, if applicable.
- c. In the event that a Participant requests a review of a denial of a Claim ("Appeal"), Paychex will (i) provide Client with a copy of the Appeal along with a copy of the Claim, any substantiating information provided by the Participant, and the notice of denial; and (ii) assist the Client as requested, but Client retains the sole obligation to determine its response to the Appeal. Client agrees that it has sole responsibility to review and provide the Participant a decision on any FSA Appeal within the time periods and containing the information required by the Plan. In the event an Appeal must be independently reviewed in accordance with the Plan or applicable law, Paychex will provide Client with a list of independent reviewers.
- d. In the event that Client has an HSA, the FSA shall be considered a Limited Purpose FSA and Participants are restricted to submitting Claims to the Limited Purpose FSA as authorized under the then current Internal Revenue Code. In the event Client has an HSA that is external to Paychex, Paychex shall not review claims submitted by Participants to the Limited Purpose FSA to determine whether the submitted Claim is an authorized reimbursement under a Limited Purpose FSA or whether the Claim should have been submitted through the HSA. The Participant is solely responsible for maintaining their eligibility under the HSA.
- e. **Termination of Agreement and Claim Reimbursement.**
 - (1) **FSA Claims.** In the event that the Agreement is terminated, Paychex may, at its sole option, provide the Client the option of continuing the reimbursement service for FSA Claims for the close-out period specified by the Client (30, 60, or 90 days) for an additional Fee ("Post Termination FSA Claims Service"). In the event Client elects to purchase the Post Termination FSA Claims Service for less than ninety (90) days, Client agrees that it is solely responsible for performing any FSA claims reimbursements required by the Client's FSA Plan or by law following the completion of the Post Termination FSA Claims Service.
 - (2) **HRA Claims.** In the event Client has previously elected to design their HRA Plan to include a close-out period Paychex, may, at its sole option, provide Client the option of continuing the reimbursement service for HRA Claims for the close-out period specified by Client for an additional Fee ("Post Termination HRA Claims Service").
- f. Paychex will provide the capabilities for Claim Reimbursement for FSA, HRA and HSA set forth below. Client shall provide Paychex written direction as which capabilities it will authorize Paychex to use. Paychex and/or its Authorized Servicing Partner will process EFTs, or such other payment methods as Paychex may require, for such amounts as are necessary to reimburse Participants Claim Reimbursement Amounts. Any credit or interest earned on said funds will be applied to administrative costs of Paychex.
 - (1) **Direct Deposit for Claim Reimbursement Amounts.** Paychex will provide direct deposit capability for Claim Reimbursement Amounts for Client's employees.
 - (2) **Check Draft.** Paychex will provide check and mail it to the Participant at the address provided by Participant for Claim Reimbursement Amounts for Client's employees. An additional fee per check draft will be charged to the Participant for this option.
 - (3) **Debit Card Payments.** Unless Client opts out of Debit Card Payments, all Participants, with the exception of post-deductible HRA Plan Offerings, shall automatically receive two Debit Cards. The terms of the debit card provisions shall control and are incorporated as Schedule D. Additional cards will be provided to secondary cardholders and/or dependents as requested for an additional fee or Accountholder.
- g. **Stale Checks.** In the event that a Participant fails to present a Claim Reimbursement Amount check for payment within one hundred eighty days of the date on which the Claims Reimbursement check was drawn ("Stale Check") Client directs Paychex to follow the Stale Check Procedure outlined below and charge any then current Participant fees as set forth on the employer website.
- h. **Stale Check Procedure.** In the event a Claim Reimbursement Amount is designated as a Stale Check, Paychex will:

- (1) Contact the Participant using the contact information provided by Participant regarding the Stale Check to determine if a replacement needs to be sent.
- (2) In the event that the Participant cannot be located, or does not respond, Paychex will return the amount of the Stale Check back into the Participant's account.
 - (i) **FSA and HRA.** In the event Participant does not claim the amount of the Stale Check, the amount will be included in any amounts returned to Client following the end of the Plan Year and any applicable Claim periods.
 - (ii) **HSA.** Stale Check funds are remitted to the Participant's HSA until such time as Participant makes an additional Claim for the funds.

Schedule D

Debit Card Provisions

Unless Client opts out of Debit Card Payments all Participants in the Health FSA, Dependent Care FSA or a comprehensive HRA shall automatically receive two Debit Cards. Additional Debit Cards will be provided to secondary cardholders and/or dependents as requested for an additional fee to the Accountholder. The following additional provisions shall apply with respect to the Debit Card Services.

1. Definitions:

- 1.1 Card Transaction means when the Card is presented for payment of Qualified Services.
- 1.2 For a Health FSA, HSA and/or HRA account, Qualified Services include any and all related goods and services within the meaning of the term "medical care" or "medical expense" as defined in Code Section 213 and the rulings and Treasury regulations thereunder to the extent that such goods and services are allowable for the Account in question.
- 1.3 Account means the health FSA and/or HRA, as the context requires and as elected by the Client as part of this Agreement.
- 1.4 Plan Participants or Participants mean Employees that are participating in the Accounts.
- 1.5 Employee means those employees eligible to participate in the Plan.

2. General Provisions:

- 2.1 All Participants participating in one or more of the Plans shall automatically receive two Cards without a separate Fee. Paychex shall charge a separate Fee for additional Debit Cards requested for a spouse or other dependent over 18 years of age to be withdrawn directly from each Participant's Account.
- 2.2 Paychex shall be responsible to provide administrative Services to Participants, including updating Participant records, maintaining accurate account balances and deposit information, activating and deactivating Cards, responding to Participant inquiries and providing appropriate notices of actions taken.
- 2.3 Paychex agrees to take whatever action is necessary to investigate and attempt to resolve errors in Card transactions asserted by Participants within five (5) business days.
- 2.4 Paychex will make available to the Client, for distribution to the Participants, information as to the proper use of the Card.
- 2.5 Client agrees to re-credit Participant Accounts by facilitating an after-tax payroll deduction in accordance with applicable law in those instances where the Debit Card was used to pay for an ineligible expense and the Participant failed to reimburse the Plan or offset the amount with an eligible expense.
- 2.6 Client agrees to notify Paychex immediately upon suspicion or confirmation of inappropriate or fraudulent Card use.
- 2.7 The liability for payment of Claims falls on the Employer or the Plan Participant. Any additional costs, including administrative costs, shall be paid by the Client or Plan Participant. In no event shall Paychex be responsible for these payments.
- 2.8 Client agrees to administer the Plan in accordance with the rules and regulations of the Plan Documents and the Agreement.
- 2.9 Client agrees to provide all information to be included in any reports or other required documents in a timely fashion, as established by the rules of all governmental entities involved with the Plan, including but not limited to the Department of Labor and the Internal Revenue Service.

3. Card Deactivation:

- 3.1 **Participant Termination.** Paychex agrees, upon notice from Client of termination or ineligibility of a Participant to, as soon as is practical, deactivate such Participant's Card for the FSA/HRA Service Offering. For the HSA Service Offering the Participant's Debit Card will not be deactivated and the Participant may retain their Debit Card regardless of employment status. Should Client fail to provide this notice in a timely manner causing payment of ineligible expenses, Client will be responsible for all costs incurred for subsequent Card transactions made by the terminated or ineligible Participant.
- 3.2 **Lost/Stolen Card.** Paychex agrees to cancel, as soon as is practical, access to a Participant's Account when a Card is reported as lost or stolen.
- 3.3 **Failure to Pay Fees or Claim Reimbursement Amounts.** Paychex, its Authorized Servicing Partner and/or Bank reserve the right to deactivate any Debit Cards for failure to pay some or all of the Fees or provide Claim Reimbursement Amounts as set forth in this Agreement and its applicable schedules. Should Debit Cards be deactivated pursuant to this section Paychex and/or its Authorized Servicing Partner will notify Participants directly of this action. Upon such deactivation, the then current reactivation fee will be charged, payable prior to reactivation.

- 4. **Cards Issued after Termination Notice:** Any new or renewal Cards issued after Client notifies Paychex of its termination of this Services Agreement will bear the then current Card Issued After Termination Notice Fee.

Schedule E

HIPAA/HITECH Business Associate Agreement Paychex Benefit Account Clients

This Business Associate Agreement (“Business Associate Agreement”) supplements and is made a part of any agreement (“Agreement”) between the parties relating to the Health Flexible Spending Account Plan and/or the Health Reimbursement Arrangement Plan (“Health Plan(s)”) services by and between the employer/plan sponsor identified on the signatory page (“Employer”) on behalf of said Health Plan identified in this Agreement (“Covered Entity”) and Paychex, Inc. (“Business Associate”). This Business Associate Agreement shall be effective upon execution of the Agreement by Employer.

RECITALS

WHEREAS, the Business Associate provides services for services pursuant to which the Covered Entity may disclose Protected Health Information (“PHI”) to Business Associate in order to enable Business Associate to perform one or more functions for the Covered Entity;

Whereas, the Employer is the sponsor of the Flexible Spending Account and/or the Health Reimbursement Arrangement; and in such capacity, the Employer executes this Business Associate Agreement on behalf of and in accordance with the Health Plan;

WHEREAS, the parties desire to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services (“HHS”) and codified at 45 C.F.R. Part 160 and Part 164, Subparts A & E (the “Privacy Rule”), the HIPAA Security Rule (the “Security Rule”), codified at 45 C.F.R. Part 164 Subpart C, and Subtitle D and the Health Information Technology for Economic and Clinical Health Act (“HITECH”), including C.F.R. sections 164.308, 164.310, 164.312, 164.316, and 164.402.

Now therefore, in consideration of the mutual promises below, the Employer, on behalf of the Health Plan, and Business Associate agree as follows.

1. DEFINITIONS

- a. Generally.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, the Security Rule, and HITECH, including 45 C.F.R. §§ 160.103, 164.103, 164.304, 164.402, 164.501, 164.502, 164.504, and Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; other Modifications to the HIPAA Rules.
- b. Definitions.**
- i. **Breach** – “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.
 - ii. **Business Associate** – “Business Associate” shall mean Paychex, Inc.
 - iii. **Covered Entity** – “Covered Entity” shall mean the Health Plan and/or Employer/plan sponsor identified on the signatory page herein acting on behalf of such Health Plan.
 - iv. **Designated Record Set** – “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR § 164.501, A group of records maintained by or for a covered entity that is: (i) the medical records and billing records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - v. **HIPAA** – “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C.A § 1320d et al, 45 C.F. R. Parts 142 and 160 -164, as amended.
 - vi. **HITECH** – “HITECH” shall mean The Health Information Technology for Economic and Clinical Health Act in section 13402 of Title XIII of the American Recovery and Reinvestment Act of 2009, as amended.
 - vii. **Individual** – “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 - viii. **Privacy Rule** – “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR, Parts 160 and 164, Subparts A and E.
 - ix. **Protected Health Information** – “Protected Health Information” (“PHI”) shall have the same meaning as the term “protected health information” in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. PHI does not include and this Business Associate Agreement is not applicable to individually identifiable health information created or received by or disclosed to Business Associate in connection with services rendered by Business Associate outside the scope of this Business Associate Agreement.
 - x. **Required By Law** – “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.501.
 - xi. **Secretary** – “Secretary” shall mean the Secretary of the Department of Health and Human Services or her designee.
 - xii. **Security Rule** – “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information in 45 CFR, Parts 160 and 164, Subparts A, C, and D.

xiii. **Unsecured Protected Health Information (PHI)** – “Unsecured Protected Health Information (PHI)” shall have the same meaning as the term “unsecured protected health information” in 13402(h) of HITECH.

xiv. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA and the HITECH Act as amended.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. **Use Permitted by Law** - Business Associate agrees not to use or disclose PHI other than as permitted or required by the Agreement, as permitted or Required By Law, as required or allowed under HIPAA and the HITECH Act or for the proper management and administration of the Services provided by Business Associate pursuant to this Business Associate Agreement.
- b. **Safeguards** - Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative, Physical, and Technical Safeguard (“Safeguards”) that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the Security Rule, including those Safeguards required pursuant to 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316, in the same manner that those requirements apply to the Covered Entity pursuant to 45 C.F.R. § 164.504.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, or of any Security Incident of which it becomes aware.
- d. **Reporting** - Business Associate agrees to report to Covered Entity any breach of unsecured PHI or any use or disclosure of PHI not provided for by this Agreement (“Breach”) as required by 45 C.F.R. § 164.410; and any Security Incident of which it becomes aware.
- e. **Agents** - Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.
- f. **Access by Covered Entity** - Business Associate agrees to provide paper or electronic access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524. If the Individual requests an electronic copy of the information, Business Associate must provide the Covered Entity with the information requested in the electronic form and format requested by the Individual and/or the Covered Entity if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by the Covered Entity.
- g. **Amendments to PHI** - Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual.
- h. **Access by Secretary** - Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary or entity designated by the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule and the Security Rule.
- i. **Disclosures** - Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- j. **Accounting** - Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- k. **Privacy Breach Notification** - Upon becoming aware of any use or disclosure of PHI that may constitute a Breach (“Disclosure”) Business Associate will investigate and determine whether the Disclosure may pose a significant risk of financial, reputational, or other harm to impacted members. Business Associate will determine if the Disclosure constitutes a Breach and, if so, if the incident falls under any of the exception to the breach notification requirements. Business Associate will provide to Covered Entity written notification that describes the Breach and includes a list of the impacted members of the Covered Entity Health Plan along with a notification template for the Covered Entity to provide notice to the impacted members of the Health Plan. Business Associate will maintain a log and provide to Covered Entity an annual report of breaches that impact fewer than 500 members. If requested by the Covered Entity Business Associate will:
- i. notify each member impacted by the breach by first class mail without unreasonable delay and within the applicable statutory period and provide a toll free telephone number to handle follow up inquiries. The notice will consist of a brief description of the Breach, including the date of the breach and when discovered, a description of the type of PHI involved, the steps that impacted members may take to protect themselves:
 - ii. provide substitute notice to any impacted member for whom there is an insufficient mailing address:
 - iii. notify the Secretary immediately in the event the Breach impacts more than 500 individuals or annually for Breaches involving up to 500 individuals:
 - iv. alert the Covered Entity to any required media notification and coordinate the notification as directed by Covered Entity.
- l. Business Associate agrees that it will not receive remuneration directly or indirectly in exchange for PHI without authorization unless an exception under 13405(d) of the HITECH Act applies.
- m. Business Associate agrees that it will not receive remuneration for certain communications that fall within the exceptions to the definition of Marketing under 45 C.F.R. § 164.501 unless permitted by the HITECH Act.
- n. Business Associate agrees that it will not use or disclose genetic information for underwriting purposes, as that term is defined in 45 C.F.R. § 164.502.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a. **Uses to Provide Services** - Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate HIPAA, the HITECH Act or the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- b. **Administration** - Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. **Reasonable Assurance** - Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - i. To perform the functions, activities, or services for, on behalf of, the Health Plan as specified in the Agreement, provided that such use or disclosure would not violate HIPAA if done by the Health Plan.
 - ii. For the Health Plan's treatment, payment and health care operations as defined and permitted under HIPAA with respect to Business Associate's administration of the Health Plan.
 - iii. For the Business Associate's treatment, payment and health care operations as defined and permitted under HIPAA with respect to Business Associate's administration of the Health Plan.
 - iv. To Business Associate's agents or subcontractor as necessary for Business Associate to perform the services described in the Agreement.
 - v. To the Health Plan or Employer's business associates, agents or subcontractors as requested by the Employer.
- d. **Data** - Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- e. **Reporting** - Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j)(1).
- f. As otherwise required or permitted by HIPAA, the HITECH Act or federal or state law or as otherwise requested by the Employer or the Health Plan that is not in violation of HIPAA or the HITECH Act.

4. OBLIGATIONS OF COVERED ENTITY

- a. **Plan's Compliance** - Employer and/or Health Plan, as appropriate, shall be responsible for their compliance with HIPAA's and the HITECH Act's administrative requirements resulting from the Employer and/or Health Plan's activities, if applicable, including, but not limited to, privacy officer designation, training, etc. Employer agrees to perform the following in a timely fashion:
- b. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- d. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Otherwise, Covered Entity agrees that it will not furnish or impose by arrangements with third parties or other covered entities or Business Associates special limits or restrictions to the uses and disclosures of its PHI that may impact in any manner the use and disclosure of PHI by Business Associate.
- e. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA, the HITECH Act or the Privacy Rule if done by Covered Entity, except that Business Associate can use such for data aggregation or management and administrative activities of Business Associate.
- f. Covered Entity must provide required notifications to affected individuals and/or media outlets under § 164.404(a) without reasonable delay, but no later than 60 calendar days following notification from the Business Associate of a breach of Unsecured Protected Health Information.

5. DISCLOSURES TO PLAN SPONSOR/EMPLOYER

- a. **Amendment of the Health Plan** - Business Associate and Covered Entity, as set forth in this section, agree to allow the Health Plan and/or Business Associate to disclose PHI to the Employer. Employer agrees to identify to Business Associate the Employer's employees, classes of employees, and other persons to whom Business Associate shall disclose PHI.
- b. **Notice of Privacy Practices** - If Business Associate will disclose PHI to the Employer pursuant to this section; the Employer represents and warrants that the Health Plan's notice of privacy practices, if applicable, shall advise the individual of such disclosure.
- c. **Disclosure of Protected Health Information to Plan Sponsor** - The Employer represents and warrants that Business Associate may disclose PHI to the employees, classes of employees, and other persons identified by Employer to carry out plan administration functions. Employer/Plan Sponsor further warrants that requests for disclosure of PHI by Employer/Plan Sponsor employees shall not be for the purpose of employment-related actions or decisions or in connection with any other benefits plan of the Employer.
- d. **Identification of Employees and Other Persons** - The Employer agrees that Business Associate may rely upon the most recent list of employees or classes of employees (or update thereof) provided by the Employer. In the absence of an updated list, Business Associate is authorized to continue to use current Employer contacts.

- e. **Disclosure of Summary Health Information** - This section does not apply to disclosures of summary information as defined in HIPAA. Business Associate may disclose to the Employer summary health information:
 - i. To obtain premium bids for providing additional or different benefits coverage under the Health Plan;
 - ii. to modify, amend, or terminate the Health Plan; or
 - iii. as otherwise permitted by HIPAA or the HITECH Act.
- f. **Health Plan Documents** - Employer and Business Associate acknowledge that the Agreement constitutes the Health Plan document for the program administered by Business Associate. This section shall serve as the amendment to the Health Plan document as required by HIPAA to permit Business Associate to disclose PHI to the Employer. The provisions of this section control over any provision in the Agreement that conflicts with this section.
 - i. **Employer Certification** - The following terms of this section incorporate the requirements of HIPAA to permit the Health Plan or Business Associate to lawfully disclose PHI to the Employer or its agents. This section shall serve as the Employer's certification as required by HIPAA.
 - ii. **Permitted Uses and Disclosures**
 - a. Employer, its directors, officers, employees, contractors and agents shall use and/or disclose PHI received by Employer solely in accordance with the uses and disclosures for the purpose of providing plan administration function to the Health Plan.
 - b. Employer shall not, and shall ensure that its directors, officers, employees, contractors, and agents do not, use or further disclose PHI in any manner except as permitted or required by this Business Associate Agreement or as required by law or regulation.
 - iii. **Agents and Subcontractors** - Employer shall ensure that any agent or subcontractor that will have access to PHI from Employer agrees to be bound by the same restrictions, terms, and conditions that apply to Employer pursuant to this Business Associate Agreement.
 - iv. **Employment-Related Actions and Decisions** - The Employer shall not use or disclose PHI for employment-related actions or decisions in connection with any other benefit plan of the Employer.
 - v. **Adequate Separation** - Employer shall ensure adequate separation as required by HIPAA by doing the following:
 - a. Employer shall identify the Employer's employees, classes of employees, or other persons to whom the Health Plan, its agents, or Business Associate shall disclose PHI.
 - b. Employer shall restrict access to PHI and use of PHI by such employees or other persons to the plan administrator functions that Employer performs for the Health Plan.

6. MISCELLANEOUS

- a. **Regulatory References** - A reference in this Agreement to a section in the Privacy Rule means the section in effect or as amended.
- b. **Amendment** - The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA.
- c. **Survival** - The respective rights and obligations of Business Associate under the "Effect of Termination" section of this Agreement shall survive the termination of this Agreement.
- d. **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit both Business Associate and Covered Entity to comply with the Privacy Rule.
- e. **Indemnification by Health Plan and Employer** - The Health Plan and the Employer on the Health Plan's behalf agree to indemnify, defend, and hold harmless the Business Associate and its employees, directors, officers, subcontractors, agents, or other members of its workforce, each of the foregoing hereinafter referred to as "Indemnified Party", against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from, or in connection with, the Health Plan's or Employer's breach of this Business Associate Agreement. Accordingly, on demand, the Health Plan or Employer shall reimburse any Indemnified Party for any and all actual and direct losses, liability, lost profits, fines, penalties, costs, or expenses (including reasonable attorneys' fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party that results from the Health Plan or Employer's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Business Associate Agreement for any reason.
- f. **Limitation of Liability** - Business Associate's sole liability and Client's sole remedy for Business Associate's any action arising from its performance of this Agreement will be for actual damages. Business Associate **will, under no circumstances, be liable for any special, indirect, incidental, consequential or punitive damages, including lost profits incurred by Employer or Covered Entity pursuant to this Agreement or by the transactions contemplated by it, however caused, on any theory of liability (including contract, tort or warranty), or as a result of Business Associate's exercise of its rights under the Agreement, even if Business Associate has been advised of the possibility of such damages.**

7. TERM AND TERMINATION

- a. **Term** - The Term of this Agreement shall be effective as of the date Covered Entity and/or Employer execute an Agreement with Business Associate and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

Defined Term	Definition
Limited Health HRA	Limited purpose health reimbursement arrangement.
Medicare Secondary Payer (MSP)	A term indicating that Medicare will not be the primary payer of a claim if payment has been made, or can reasonably be expected to be made, by a group health plan or other primary plan if certain conditions are met.
NACHA	National Automated Clearing House Association.
Non-Covered Plan	A Plan established and operated by Client related to services other than those Services included in the Service Offering selected by Client. Paychex will not provide any services, including, but not limited to the provision of Plan Documents, to Non-Covered Plans.
Owner	Any individual or entity meeting the definition of an Owner under Code section 318.
Participant	Employees eligible to participate in the Client's Plan pursuant to the Basic Plan Document, Adoption Agreement, and SPD Person or, if Plan not required for Client's Service Offering, person eligible to participate in a Client's Service Offering.
Participant Communications	Required communications provided by Plan to Participants, including, but not limited to, all required enrollment information, Summary Plan Description and Summaries of any Material Modifications.
Paychex, Inc.	Party to Agreement and provider of the Services.
Plan	Collectively, the Client's FSA, HRA and POP.
Plan Conversion Service	Services set forth on Schedule A to this Agreement.
Plan Administrator	Administrator of Client's Plan. Paychex is not the Plan Administrator for Client's Plan.
Plan Documents	For purposes of this Agreement Plan Documents shall consist of the (i) Basic Plan Document; (ii) Adoption Agreement; and (iii) Summary Plan Description for the Client's applicable Plan. Paychex shall provide sample Plan Documents only for those Service Offering(s) selected by Client for which the establishment and operation of the Plan is required.
Post Termination FSA Claims Service	In the event that the Agreement is terminated, Paychex may, at its sole option, provide the Client the option of continuing the Claims reimbursement service for the close out period specified by the Client (30, 60, or 90 days) for an additional Fee.
Post Termination HSA Claims Service	In the event Client has previously elected to design their HRA Plan to include a close-out period Paychex, may, at its sole option, provide Client the option of continuing the reimbursement service for HRA Claims for the close-out period specified by Client for an additional Fee.
POP	Premium Only Plan.
Services	The third-party reporting, and other administrative services specified in this Agreement for Client's selected Service Offering.
Service Effective Date	Date that Paychex notifies Client that it shall commence the Services.
Service Offering	Health FSA, Dependent Care FSA, Limited Purposed Health FSA, HRA, Limited Purpose Health HRA, and HSA.
Stale Check	A Claim Reimbursement Amount check for payment that a Participant fails to present within one hundred eighty days of the date on which the Claims Reimbursement Check was drawn.



AGENDA ITEM
NO 17

City of Auburn

June 8, 2015

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

Street Department Activity Report (May 2015)

MAYOR

Scott Kudrna

COUNCIL MEMBERS

Katy Billings

Shawn Clark

Tom Clark

Chris Erickson

Rick Janssen

Jeff Jeanneret

- Appliance and Furniture Recycle Lot – 4 times
- Brush Lot – 3 times
- Worked on equipment at city shop
- Garbage run at parks/rec complex/lake/business area (weekly)
- Cleaned storm drains
- Mowing
- Sweeping Streets
- S Street manholes (form and pour cement – 1 ¾ yards)
- Rec Complex – install 2 rows of parking stop blocks
- Stock piled 525 tons of rock for chip sealing streets
- Cleaned pool and got ready for filling with water

Harry Bridgmon
Street Commissioner



EQUAL HOUSING OPPORTUNITY

AGENDA ITEM
NO 17

Auburn Memorial Library

1810 Courthouse Ave
Auburn, NE 68305

City Council Report June 2015

- Summer Reading update.
- We will be having a Scholastic Book Fair June 15 – 23.

Statistical Report:

<u>Date:</u>	<u>Circulation:</u>	<u>Patrons:</u>	<u>Money to City:</u>
May 2015	3,918	2,344	\$789.62
OverDrive/May	<u>224</u>	<u>40</u>	
	4,142	2,384	
April 2015	3,488	2,415	\$497.45
OverDrive/April	<u>214</u>	<u>38</u>	
	3,702	2,453	

Month Received	For Tax Month	SALES TAX RECORD 5-31-15												MVT%
		Fiscal Year 2006-2007	Fiscal Year 2007-2008	Fiscal Year 2008-2009	Fiscal Year 2009-2010	Fiscal Year 2010-2011	Fiscal Year 2011-2012	Fiscal Year 2012-2013	Fiscal Year 2013-2014	Fiscal Year 2014-2015	BUDGET	2013-2014 MV TAX		
October	August	\$ 30,908.66	\$ 32,044.55	\$ 31,527.76	\$ 30,098.42	\$ 33,505.11	\$ 34,676.37	\$ 36,277.44	\$ 34,477.15	\$ 36,270.33	\$ 33,333.33	\$ 5,495.09	15.00%	
November	September	\$ 30,898.56	\$ 33,547.42	\$ 29,070.18	\$ 31,558.07	\$ 34,175.41	\$ 37,253.41	\$ 35,026.52	\$ 37,742.69	\$ 38,786.01	\$ 33,333.33	\$ 5,896.17	15.00%	
December	October	\$ 31,124.65	\$ 29,664.23	\$ 26,360.86	\$ 33,105.58	\$ 34,490.23	\$ 36,678.18	\$ 34,986.16	\$ 31,873.24	\$ 39,432.22	\$ 33,333.33	\$ 6,304.22	17.00%	
January	November	\$ 28,974.20	\$ 30,047.59	\$ 25,606.08	\$ 27,837.77	\$ 34,020.22	\$ 33,402.08	\$ 35,336.56	\$ 31,361.36	\$ 36,596.93	\$ 33,333.33	\$ 4,846.36	15.00%	
February	December	\$ 37,726.04	\$ 34,531.40	\$ 38,767.57	\$ 34,852.80	\$ 41,106.07	\$ 36,087.40	\$ 40,474.04	\$ 41,748.58	\$ 42,888.48	\$ 33,333.33	\$ 4,781.83	14.00%	
March	January	\$ 26,263.30	\$ 30,436.50	\$ 26,951.30	\$ 28,772.58	\$ 31,871.84	\$ 32,176.00	\$ 34,198.21	\$ 34,262.55	\$ 34,999.17	\$ 33,333.33	\$ 5,715.40	14.00%	
April	February	\$ 27,392.00	\$ 23,059.93	\$ 27,125.42	\$ 30,843.00	\$ 29,149.63	\$ 33,385.17	\$ 32,267.92	\$ 34,457.50	\$ 35,245.70	\$ 33,333.33	\$ 6,113.02	15.00%	
May	March	\$ 32,416.63	\$ 35,057.50	\$ 29,690.19	\$ 33,665.96	\$ 39,203.93	\$ 37,298.34	\$ 36,902.71	\$ 37,568.34	\$ 37,246.02	\$ 33,333.33	\$ 6,518.59	15.00%	
June	April	\$ 30,782.71	\$ 33,566.95	\$ 29,268.22	\$ 35,882.31	\$ 32,090.91	\$ 32,021.76	\$ 36,494.79	\$ 37,126.46					
July	May	\$ 29,301.82	\$ 31,441.09	\$ 28,228.53	\$ 35,803.53	\$ 25,546.97	\$ 34,024.95	\$ 36,460.20	\$ 31,454.40					
August	June	\$ 36,044.36	\$ 34,930.32	\$ 35,787.66	\$ 35,556.25	\$ 37,560.45	\$ 40,132.24	\$ 37,186.66	\$ 38,506.79					
September	July	\$ 32,938.95	\$ 32,947.46	\$ 32,660.39	\$ 34,755.20	\$ 35,488.39	\$ 37,180.31	\$ 36,006.50	\$ 36,728.33					
Total		\$ 378,556.63	\$ 376,276.91	\$ 361,044.16	\$ 392,731.47	\$ 408,209.16	\$ 424,316.21	\$ 431,617.71	\$ 427,307.39	\$ 301,464.86	\$ 266,666.64	\$ 45,670.68		
		*includes MV												
		Actual Last YTD	Actual YTD	Budget YTD										
		\$283,491.41	\$301,464.86	\$266,666.64										
		YTD Compared to Last YTD												
		\$17,973.45	Increase from last year											
		YTD Compared to Budget YTD												
		\$34,798.22	More than budget YTD											
		Vehicle Sales Tax as a Percentage												
		\$301,464.86	in Total Receipts YTD											
		\$45,670.68	in Total Vehicle Sales											
		Vehicle sales is 15% of total												

AGENDA ITEM NO. 17

Budget Reports Submitted by City Treasurer
Expenditures by Department

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-00-4101	GEN SALARIES	127,000.00	10,449.88	84,321.65	66.40	42,678.35
01-00-4102	GEN HEALTH INSURANCE	25,500.00	2,427.34	13,198.09	51.76	12,301.91
01-00-4103	GEN LIFE INSURANCE	1,000.00	67.26	690.31	69.03	309.69
01-00-4104	GEN PENSION PLAN	4,850.00	402.47	3,870.43	79.80	979.57
01-00-4105	GEN WORKMEN COMP	780.00	.00	622.14	79.76	157.86
01-00-4106	GEN UNEMPLOYMENT	.00	.00	.00	.00	.00
01-00-4108	GEN FLEX SPENDING PLAN	850.00	67.25	470.75	55.38	379.25
01-00-4111	GEN FICA MATCH	9,725.00	775.74	6,261.24	64.38	3,463.76
01-00-4201	GEN LEGAL EXPENSES	24,000.00	4,735.25	13,835.71	57.65	10,164.29
01-00-4202	GEN UTILITIES	8,500.00	686.90	6,190.12	72.82	2,309.88
01-00-4203	GEN INSURANCE	11,500.00	.00	6,605.27	57.44	4,894.73
01-00-4204	GEN MEMBERSHIPS/SUBSCRIP	8,000.00	135.00	375.00	4.69	7,625.00
01-00-4205	GEN MEETING EXPENSES	4,000.00	.00	680.04	17.00	3,319.96
01-00-4206	GEN SERVICES	38,000.00	1,247.70	33,651.23	88.56	4,348.77
01-00-4208	GEN BLDG & GROUNDS MAINT	6,000.00	.00	772.25	12.87	5,227.75
01-00-4209	GEN EQUIP & EQUIP MAINT	5,000.00	599.33	3,468.29	69.37	1,531.71
01-00-4217	GEN ECONOMIC DEVELOP	7,000.00	.00	7,000.00	100.00	.00
01-00-4218	GEN STATUTES & REFERENCE	200.00	.00	105.25	52.63	94.75
01-00-4223	GEN TREE PROGRAM	4,000.00	242.45	3,565.69	89.14	434.31
01-00-4230	GEN SALES TAX	.00	.00	159.68	.00	159.68
01-00-4240	GEN REIM/REFUNDS	.00	.00	.00	.00	.00
01-00-4245	GEN ST LIC AND CITY FINES	3,500.00	.00	.00	.00	3,500.00
01-00-4250	GEN SUPPLIES/MATERIALS	5,500.00	649.65	4,435.49	80.65	1,064.51
01-00-4289	GEN SAFETY PROGRAM	200.00	.00	.00	.00	200.00
01-00-4299	GEN MISC EXPENSES	500.00	.00	174.60	34.92	325.40
01-00-4400	GEN CAPITAL OUTLAYS	170,000.00	.00	.00	.00	170,000.00
01-00-4500	GENERAL DEBT RETIRE PRINC	.00	.00	.00	.00	.00
01-00-4600	GEN DEBT RETIRE-INTEREST	.00	.00	.00	.00	.00
01-00-4700	GEN BOND FEES	.00	.00	.00	.00	.00
01-00-4800	GEN GRANT & SPECIAL PROJECTS	41,000.00	190.00	7,781.38	18.98	33,218.62
01-00-4801	AIRPORT CAPITAL IMPROVEMENTS	365,000.00	.00	97,660.27	26.76	267,339.73
	DIFFERENCE	871,605.00	22,676.22	295,894.88	33.95	575,710.12
	PROOF	871,605.00	22,676.22	295,894.88	33.95	575,710.12

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-02-4101	POLICE SALARIES	.00	.00	.00	.00	.00
01-02-4102	POLICE HEALTH INSURANCE	.00	.00	.00	.00	.00
01-02-4103	POLICE LIFE INSURANCE	.00	.00	.00	.00	.00
01-02-4104	POLICE PENSION PLAN	.00	.00	.00	.00	.00
01-02-4105	POLICE WORKMEN COMP	.00	.00	.00	.00	.00
01-02-4106	POLICE UNEMPLOYMENT	.00	.00	.00	.00	.00
01-02-4107	POLICE UNIFORM ALLOWANCE	.00	.00	.00	.00	.00
01-02-4108	POLICE FLEX SPENDING PLAN	.00	.00	.00	.00	.00
01-02-4111	POLICE FICA MATCH	.00	.00	.00	.00	.00
01-02-4201	POLICE LEGAL EXPENSES	.00	.00	.00	.00	.00
01-02-4202	POLICE UTILITIES	.00	.00	.00	.00	.00
01-02-4203	POLICE INSURANCE	.00	.00	.00	.00	.00
01-02-4204	POLICE MEMBERSHIPS & SUBS	.00	.00	.00	.00	.00
01-02-4205	POLICE MEETING EXPENSES	.00	.00	.00	.00	.00
01-02-4206	POLICE SERVICES	306,000.00	25,500.00	198,249.99	64.79	107,750.01
01-02-4208	POLICE BLDG & GROUNDS MAI	.00	.00	.00	.00	.00
01-02-4209	POLICE EQUIP & EQUIP MAINT	.00	.00	.00	.00	.00
01-02-4218	POLICE STATUTES & REFEREN	.00	.00	.00	.00	.00
01-02-4240	POLICE REIM/REFUNDS	.00	.00	.00	.00	.00
01-02-4250	POLICE SUPPLIES/MATERIALS	.00	.00	.00	.00	.00
01-02-4299	POLICE MISC. EXPENSES	.00	.00	.00	.00	.00
01-02-4400	POLICE CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-02-4500	POLICE DEBT RETIRE PRIN	.00	.00	.00	.00	.00
01-02-4800	POLICE GRANTS	.00	.00	.00	.00	.00
	DIFFERENCE	<u>306,000.00</u>	<u>25,500.00</u>	<u>198,249.99</u>	<u>64.79</u>	<u>107,750.01</u>
	PROOF	<u>306,000.00</u>	<u>25,500.00</u>	<u>198,249.99</u>	<u>64.79</u>	<u>107,750.01</u>

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-05-4101	FIRE DEPT SALARIES	6,000.00	500.00	4,000.00	66.67	2,000.00
01-05-4103	FIRE DEPT LIFE INS	1,525.00	110.73	1,087.92	71.34	437.08
01-05-4105	FIRE DEPT WORKMEN COMP	1,700.00	.00	2,644.08	155.53	944.08-
01-05-4106	FIRE DEPT UNEMPLOYMENT	.00	.00	.00	.00	.00
01-05-4110	FIRE DEPT OTHER PERSONAL	.00	.00	.00	.00	.00
01-05-4111	FIRE DEPT FICA MATCH	460.00	38.25	306.00	66.52	154.00
01-05-4202	FIRE DEPT UTILITIES	9,200.00	337.02	6,684.26	72.66	2,515.74
01-05-4203	FIRE DEPT INSURANCE	4,200.00	.00	4,763.84	113.42	563.84-
01-05-4204	FIRE DEPT MEMBERS/SUB/RECOG	2,500.00	.00	.00	.00	2,500.00
01-05-4205	FIRE DEPT MEETING EXPENSES	1,750.00	.00	.00	.00	1,750.00
01-05-4206	FIRE DEPT SERVICES	430.00	50.00	478.83	111.36	48.83-
01-05-4208	FIRE DEPT BLDG & GROUNDS	3,000.00	64.99	2,189.99	73.00	810.01
01-05-4209	FIRE DEPT EQUIP & MAINT	10,000.00	4,775.97	9,759.57	97.60	240.43
01-05-4222	FIRE DEPT CHIEF EXPENSES	1,050.00	.00	.00	.00	1,050.00
01-05-4240	FIRE DEPT REIM/REFUNDS	.00	.00	.00	.00	.00
01-05-4250	FIRE DEPT SUPPLIES	2,200.00	62.75	630.56	28.66	1,569.44
01-05-4299	FIRE DEPT MISC EXPENSES	.00	.00	.00	.00	.00
01-05-4400	FIRE DEPT CAPITAL OUTLAYS	1,143,000.00	.00	.00	.00	1,143,000.00
01-05-4500	FIRE DEPT DEBT SERV PRINCIP	.00	.00	.00	.00	.00
01-05-4800	FIRE DEPT GRANTS	.00	.00	.00	.00	.00
	DIFFERENCE	1,187,015.00	5,939.71	32,545.05	2.74	1,154,469.95
	PROOF	1,187,015.00	5,939.71	32,545.05	2.74	1,154,469.95

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-07-4101	PARKS SALARIES	20,000.00	1,172.25	1,856.25	9.28	18,143.75
01-07-4102	PARKS HEALTH INSURANCE	.00	.00	.00	.00	.00
01-07-4103	PARKS LIFE INSURANCE	.00	.00	.00	.00	.00
01-07-4104	PARKS PENSION PLAN	.00	.00	.00	.00	.00
01-07-4105	PARKS WORKMEN COMP	1,200.00	.00	622.13	51.84	577.87
01-07-4106	PARK UNEMPLOYMENT	.00	.00	.00	.00	.00
01-07-4108	PARK FLEX SPENDING PLAN	.00	.00	.00	.00	.00
01-07-4111	PARKS FICA MATCH	1,530.00	89.68	142.01	9.28	1,387.99
01-07-4202	PARKS UTILITIES	14,500.00	1,675.92	8,336.00	57.49	6,164.00
01-07-4203	PARKS INSURANCE	3,400.00	.00	3,122.76	91.85	277.24
01-07-4204	PARK MEMBERSHIPS & SUB.	.00	.00	.00	.00	.00
01-07-4205	PARKS MEETING EXPENSES	.00	.00	.00	.00	.00
01-07-4206	PARKS SERVICES	2,000.00	330.00	1,090.00	54.50	910.00
01-07-4208	PARKS BLDG & GROUNDS MAIN	12,000.00	2,303.00	13,468.99	112.24	1,468.99-
01-07-4209	PARKS EQUIP & MAINT	5,000.00	1,756.06	10,365.57	207.31	5,365.57-
01-07-4223	PARK TREE PROGRAM	.00	.00	.00	.00	.00
01-07-4230	PARKS SALES TAX/LODGING	500.00	.00	401.93	80.39	98.07
01-07-4240	PARKS REIM/REFUNDS	.00	.00	.00	.00	.00
01-07-4250	PARKS SUPPLIES & EQUIP	8,000.00	1,761.07	5,200.48	65.01	2,799.52
01-07-4290	PARKS EQUIP/LAND RENTAL	.00	.00	.00	.00	.00
01-07-4299	PARKS MISC EXPENSES	1,410.00	.00	.00	.00	1,410.00
01-07-4400	PARKS CAPITAL OUTLAYS	8,000.00	4,400.00	4,400.00	55.00	3,600.00
01-07-4401	GAME & PARKS RTP	100,000.00	.00	2,707.20	2.71	97,292.80
01-07-4402	NRD TRAIL PROJECT	.00	.00	.00	.00	.00
01-07-4500	PARK DEBT SERVICING PRINC.	.00	.00	.00	.00	.00
01-07-4800	PARKS STUDY/ENGINEERING	.00	.00	.00	.00	.00
	DIFFERENCE	177,540.00	13,487.98	51,713.32	29.13	125,826.68
	PROOF	177,540.00	13,487.98	51,713.32	29.13	125,826.68

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-09-4105	SR CENTER WORKMEN COMP	.00	.00	.00	.00	.00
01-09-4202	SR CENTER UTILITIES	8,000.00	520.27	5,164.04	64.55	2,835.96
01-09-4203	SR CENTER INSURANCE	3,500.00	.00	1,326.67	37.90	2,173.33
01-09-4206	SR CENTER SERVICES	2,500.00	190.00	1,520.00	60.80	980.00
01-09-4208	SR CENTER BLDG & GROUNDS	5,000.00	.00	2,517.92	50.36	2,482.08
01-09-4209	SR CENTER EQUIP & MAINT	2,000.00	.00	262.50	13.13	1,737.50
01-09-4250	SR CENTER SUPPLIES/MATER	300.00	.00	71.87	23.96	228.13
01-09-4299	SR CENTER MISC EXPENSES	.00	.00	.00	.00	.00
01-09-4400	SR CENTER CAPITAL OUTLAYS	13,000.00	.00	.00	.00	13,000.00
01-09-4999	SR CENTER TRANSFERS	.00	.00	.00	.00	.00
	DIFFERENCE	34,300.00	710.27	10,863.00	31.67	23,437.00
	PROOF	34,300.00	710.27	10,863.00	31.67	23,437.00

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01-51-4101	LIBRARY SALARIES	67,750.00	5,612.09	43,999.73	64.94	23,750.27
01-51-4102	LIBRARY HEALTH INSURANCE	9,900.00	573.44	4,664.36	47.11	5,235.64
01-51-4103	LIBRARY LIFE INSURANCE	275.00	21.90	196.14	71.32	78.86
01-51-4104	LIBRARY PENSION PLAN	2,660.00	212.04	1,891.52	71.11	768.48
01-51-4105	LIBRARY WORKMEN COMP	230.00	.00	155.53	67.62	74.47
01-51-4106	LIBRARY UNEMPLOYMENT	.00	.00	.00	.00	.00
01-51-4108	LIBRARY FLEX SPENDING	.00	.00	.00	.00	.00
01-51-4111	LIBRARY FICA MATCH	5,200.00	422.34	3,310.01	63.65	1,889.99
01-51-4201	LIBRARY LEGAL	.00	.00	.00	.00	.00
01-51-4202	LIBRARY UTILITIES	8,000.00	356.54	5,889.06	73.61	2,110.94
01-51-4203	LIBRARY INSURANCE	3,500.00	.00	3,320.69	94.88	179.31
01-51-4204	LIBRARY MEMBERSHIPS/SUB	500.00	44.00	542.50	108.50	42.50-
01-51-4205	LIBRARY MEETING EXPENSES	400.00	267.01	352.82	88.21	47.18
01-51-4206	LIBRARY SERVICES	8,000.00	2,282.30	7,695.61	96.20	304.39
01-51-4208	LIBRARY BLDG & GROUNDS	7,600.00	.00	4,852.62	63.85	2,747.38
01-51-4209	LIBRARY EQUIP & MAINT	4,000.00	.00	1,292.85	32.32	2,707.15
01-51-4228	LIBRARY BOOKS/AVS	14,000.00	1,614.71	11,494.77	82.11	2,505.23
01-51-4230	LIBRARY SALES TAX	60.00	.00	35.68	59.47	24.32
01-51-4240	LIBRARY REIM/REFUNDS	.00	.00	.00	.00	.00
01-51-4250	LIBRARY SUPPLIES/MATERIALS	6,000.00	592.12	3,515.17	58.59	2,484.83
01-51-4299	LIBRARY MISC EXPENSES	500.00	.00	39.98	8.00	460.02
01-51-4400	LIBRARY CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-51-4800	LIBRARY GRANTS	.00	.00	.00	.00	.00
01-51-4999	LIBRARY TRANS OUT (LOAN)	6,000.00	.00	.00	.00	6,000.00
	DIFFERENCE	144,575.00	11,998.49	93,249.04	64.50	51,325.96
	PROOF	144,575.00	11,998.49	93,249.04	64.50	51,325.96

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-52-4101	SWIM POOL SALARIES	53,000.00	.00	.00	.00	53,000.00
01-52-4105	SWIM POOL WORKMEN COMP	2,225.00	.00	2,333.01	104.85	108.01-
01-52-4107	SWIM POOL UNIFORMS	1,100.00	820.60	820.60	74.60	279.40
01-52-4111	SWIM POOL FICA MATCH	4,100.00	.00	.00	.00	4,100.00
01-52-4202	SWIM POOL UTILITIES	12,000.00	246.37	3,109.41	25.91	8,890.59
01-52-4203	SWIM POOL INSURANCE	2,300.00	.00	2,499.85	108.69	199.85-
01-52-4206	SWIM POOL SERVICES	3,000.00	525.00	570.50	19.02	2,429.50
01-52-4208	SWIM POOL BLDG & GROUNDS	3,000.00	120.97	120.97	4.03	2,879.03
01-52-4209	SWIM POOL EQUIP & MAINT	5,000.00	.00	985.60	19.71	4,014.40
01-52-4230	SWIM POOL SALES TAX	3,500.00	.00	898.73	25.68	2,601.27
01-52-4240	SWIM POOL REIM/REFUNDS	.00	.00	.00	.00	.00
01-52-4250	SWIM POOL SUPPLIES/MATER	15,000.00	194.63	599.89	4.00	14,400.11
01-52-4299	SWIM POOL MISC EXPENSES	500.00	175.00	255.00	51.00	245.00
01-52-4400	SWIM POOL CAPITAL OUTLAYS	.00	.00	.00	.00	.00
	DIFFERENCE	<u>104,725.00</u>	<u>2,082.57</u>	<u>12,193.56</u>	<u>11.64</u>	<u>92,531.44</u>
	PROOF	<u>104,725.00</u>	<u>2,082.57</u>	<u>12,193.56</u>	<u>11.64</u>	<u>92,531.44</u>

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
03-00-4101	STREET SALARIES	108,000.00	8,906.87	71,287.59	66.01	36,712.41
03-00-4102	STREET HEALTH INSURANCE	14,520.00	1,301.56	9,417.60	64.86	5,102.40
03-00-4103	STREET LIFE INSURANCE	550.00	46.32	414.03	75.28	135.97
03-00-4104	STREET PENSION PLAN	5,000.00	338.17	2,808.07	56.16	2,191.93
03-00-4105	STREET WORKMEN COMP	11,100.00	.00	9,176.51	82.67	1,923.49
03-00-4106	STREET UNEMPLOYMENT	340.00	.00	.00	.00	340.00
03-00-4108	STREET FLEX SPENDING PLAN	.00	.00	.00	.00	.00
03-00-4110	STREET OTHER PERSONAL EX	400.00	14.46	48.09	12.02	351.91
03-00-4111	STREET FICA MATCH	8,600.00	668.52	5,350.44	62.21	3,249.56
03-00-4201	STREET LEGAL EXPENSES	.00	.00	.00	.00	.00
03-00-4202	STREET UTILITIES	8,500.00	504.10	6,451.45	75.90	2,048.55
03-00-4203	STREET INSURANCE	9,100.00	.00	5,231.01	57.48	3,868.99
03-00-4204	STREET MEMBERSHIPS/SUBS	.00	.00	.00	.00	.00
03-00-4205	STREET MEETING EXPENSES	.00	.00	.00	.00	.00
03-00-4206	STREET SERVICES	5,000.00	30.00	4,269.38	85.39	730.62
03-00-4208	STREET BLDG & GR MAINT	500.00	.00	324.29	64.86	175.71
03-00-4219	STREET ROAD MAINT BY OTHER	.00	.00	.00	.00	.00
03-00-4220	STREET SNOW REMOVAL OTH	3,000.00	3,815.00	3,815.00	127.17	815.00-
03-00-4230	STREET SALES TAX	.00	.00	.00	.00	.00
03-00-4231	STREET ROAD EQUIP PARTS	12,000.00	207.23	6,591.73	54.93	5,408.27
03-00-4232	STREET ROAD EQUIP LABOR	4,000.00	.00	1,250.90	31.27	2,749.10
03-00-4233	STREET FREIGHT & EXPRESS	.00	.00	.00	.00	.00
03-00-4234	STREET OTHER EQUIP REPAIRS	.00	.00	.00	.00	.00
03-00-4240	STREET REIM MEALS/REFUNDS	100.00	.00	.00	.00	100.00
03-00-4250	STREET SUPPLIES	100.00	.00	44.72	44.72	55.28
03-00-4251	STREET POSTAGE	.00	.00	.00	.00	.00
03-00-4252	STREET OFFICE SUPPLIES	.00	.00	.00	.00	.00
03-00-4254	STREET CLEANING SUPPLIES	.00	.00	.00	.00	.00
03-00-4256	STREET CHEMICAL SUPPLIES	1,500.00	56.25	1,682.55	112.17	182.55-
03-00-4257	STREET MEDICAL SUPPLIES	.00	.00	.00	.00	.00
03-00-4258	STREET SHOP SUPPLIES	1,100.00	231.69	1,346.13	122.38	246.13-
03-00-4259	STREET SHOP TOOLS	1,000.00	.00	395.15	39.52	604.85
03-00-4260	STREET SMALL TOOLS	.00	.00	.00	.00	.00
03-00-4265	STREET PLUMBING SUPPLIES	.00	.00	.00	.00	.00
03-00-4271	STREET GASOLINE	20,000.00	668.19	7,841.26	39.21	12,158.74
03-00-4272	STREET OIL/GREASE/ETC	1,500.00	.00	1,153.12	76.87	346.88
03-00-4273	STREET TIRES & TIRE REPAIR	3,000.00	.00	635.68	21.19	2,364.32
03-00-4274	STREET ASPHALTIC MATERIALS	35,000.00	35.70	8,678.83	24.80	26,321.17
03-00-4275	STREET GRAVEL & BORROW	6,000.00	1,670.91	3,268.55	54.48	2,731.45
03-00-4276	STREET SNOW/SAFETY FENCE	.00	.00	.00	.00	.00
03-00-4277	STREET CONCRETE	10,000.00	18.99	3,027.45	30.27	6,972.55
03-00-4278	STREET CULVERTS	500.00	.00	17.37	3.47	482.63
03-00-4279	STREET STEEL PRODUCTS	200.00	.00	.00	.00	200.00
03-00-4280	STREET LUMBER	100.00	.00	.00	.00	100.00
03-00-4283	STREET SIGNS	600.00	.00	297.92	49.65	302.08
03-00-4284	STREET SIGN POSTS	.00	.00	.00	.00	.00
03-00-4285	STREET GUIDE POSTS & DELIN	.00	.00	.00	.00	.00
03-00-4286	STREET SIGNALS	.00	.00	.00	.00	.00
03-00-4287	STREET PAVEMENT MARKING	1,500.00	1,102.22	1,102.22	73.48	397.78
03-00-4288	STREET FLARES/FLAGS/BARRI	.00	.00	192.95	.00	192.95-
03-00-4289	STREET SAFETY PROGRAM	350.00	19.94	57.51	16.43	292.49

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03-00-4290	STREET EQUIP/LAND RENTAL	6,000.00	500.00	4,672.00	77.87	1,328.00
03-00-4299	STREET MISC SUPPLIES & MAT	500.00	.00	11.99	2.40	488.01
03-00-4300	STREET CAPITAL IMPROVE.	151,000.00	.00	58,853.64	38.98	92,146.36
03-00-4400	STREET CAPITAL OUTLAYS	60,000.00	.00	.00	.00	60,000.00
03-00-4500	STREET DEBT SERV PRINC	20,000.00	20,000.00	20,000.00	100.00	.00
03-00-4600	STREET DEBT SERV INTEREST	4,377.50	2,188.75	4,377.50	100.00	.00
03-00-4700	STREET BOND/WARRANTS	.00	.00	.00	.00	.00
	DIFFERENCE	515,037.50	42,324.87	244,092.63	47.39	270,944.87
	PROOF	515,037.50	42,324.87	244,092.63	47.39	270,944.87

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
04-00-4206	STREET IMPROVEMENT SERVICES	150.00	45.00	90.00	60.00	60.00
04-00-4299	STREET IMPROVEMENT MISC	.00	.00	.00	.00	.00
04-00-4300	STREET IMPROVEMENT CAP IMPROVE	.00	.00	.00	.00	.00
04-00-4400	STREET IMPROVEMENT CAP OUTLAYS	.00	.00	.00	.00	.00
04-00-4500	ST IMPROVE DEBT SERV PRINCIPAL	120,000.00	185,000.00	185,000.00	154.17	65,000.00-
04-00-4600	ST IMPROVE DEBT SERV INTEREST	39,255.00	3,358.33	22,985.83	58.56	16,269.17
04-00-4700	ST IMPROVE DEBT OTHER	.00	.00	.00	.00	.00
	DIFFERENCE	159,405.00	188,403.33	208,075.83	130.53	48,670.83-
	PROOF	159,405.00	188,403.33	208,075.83	130.53	48,670.83-

AGENDA ITEM NO. 17

Budget Reports Submitted by City Treasurer
Receipts by Department

CITY OF AUBURN
BUDGET REPORT
CALENDAR 5/2015, FISCAL 8/2014

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-00-3100	GEN FEDERAL REVENUES	1,500,000.00	.00	.00	.00	1,500,000.00
01-00-3101	RTP GRANT	.00	.00	1,809.76	.00	1,809.76-
01-00-3200	GEN STATE EQUALIZATION	203,515.58	.00	62,817.88	30.87	140,697.70
01-00-3202	GEN STATE MOTOR VH FEE	.00	.00	.00	.00	.00
01-00-3203	GEN MTR VEHICLE PRORATE	1,600.00	.00	1,149.07	71.82	450.93
01-00-3204	GEN STATE AID	1,110.00	1,069.00	1,069.00	96.31	41.00
01-00-3205	GEN STATE MIRF	.00	.00	.00	.00	.00
01-00-3208	GEN OTHER STATE	25,000.00	4,776.97	14,044.08	56.18	10,955.92
01-00-3301	GEN LICENSES & PERMITS	14,000.00	1,250.00	11,205.00	80.04	2,795.00
01-00-3306	GEN REIM/REFUNDS	5,000.00	9,287.74	14,650.07	293.00	9,650.07-
01-00-3310	GEN FRANCHISE FEES	72,000.00	1,873.19	66,618.09	92.53	5,381.91
01-00-3311	GEN IN LIEU OF TAXES	.00	.00	.00	.00	.00
01-00-3312	GEN BPW REVENUE PAYMENT	114,000.00	.00	68,585.71	60.16	45,414.29
01-00-3314	GEN ST LIC AND CITY FINES	3,500.00	600.00	3,140.00	89.71	360.00
01-00-3325	GEN TICKET SALES	45,000.00	14,343.00	14,519.00	32.26	30,481.00
01-00-3326	GEN CONCESSIONS	12,000.00	703.35	703.35	5.86	11,296.65
01-00-3327	GEN LESSONS	6,200.00	1,905.00	1,905.00	30.73	4,295.00
01-00-3331	GEN FINANCING	.00	.00	.00	.00	.00
01-00-3332	GEN SALE OF MUNI PROPERTY	1,500.00	29.92	2,682.83	178.86	1,182.83-
01-00-3335	GEN CITY SALES TAX	350,000.00	30,727.43	255,794.18	73.08	94,205.82
01-00-3340	GEN INTEREST	1,500.00	155.08	1,213.33	80.89	286.67
01-00-3342	GEN PROGRAM & USE FEES	6,300.00	830.00	2,877.00	45.67	3,423.00
01-00-3346	GEN FOOTBALL PROGRAM REV	.00	.00	.00	.00	.00
01-00-3347	GEN GRANTS/DONATIONS	.00	.00	368.00	.00	368.00-
01-00-3350	GEN MFO	1,616.66	833.33	1,666.67	103.09	50.01-
01-00-3351	GEN PROPERTY TAXES	519,245.00	181,709.38	367,860.30	70.85	151,384.70
01-00-3352	GEN MTR VEHICLE TAXES	68,500.00	5,547.38	47,191.74	68.89	21,308.26
01-00-3359	GEN CO TREAS OTHER	100.00	.00	.00	.00	100.00
01-00-3360	GEN MISC REVENUES	7,100.00	1,303.65	5,392.95	75.96	1,707.05
01-00-3361	FIRE PROPERTY TAXES	43,000.00	14,605.52	29,568.18	68.76	13,431.82
01-00-3362	FIRE MTR VEHICLE TAXES	.00	.00	.00	.00	.00
01-00-3363	FIRE MTR VEHICLE PRORATE	150.00	.00	92.38	61.59	57.62
01-00-3368	FIRE OTHER STATE	2,050.00	384.08	1,129.17	55.08	920.83
01-00-3369	FIRE CO TREAS OTHER	10.00	.00	.00	.00	10.00
01-00-3900	GRANT PROGRAMS	.00	.00	.00	.00	.00
01-00-3999	GEN TRANSFERS IN	.00	.00	.00	.00	.00
	DIFFERENCE	3,003,997.24	271,934.02	978,052.74	32.56	2,025,944.50
	PROOF	3,003,997.24	271,934.02	978,052.74	32.56	2,025,944.50

CITY OF AUBURN
BUDGET REPORT
CALENDAR 5/2015, FISCAL 8/2014

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
03-00-3100	STREET FEDERAL REVENUES	.00	.00	.00	.00	.00
03-00-3200	STREET STATE EQUALIZATION	.00	.00	.00	.00	.00
03-00-3201	STREET HIGHWAY ALLOCATION	346,340.00	27,133.06	234,152.12	67.61	112,187.88
03-00-3202	STREET STATE MOTOR VEHICLE FEE	27,000.00	.00	21,352.21	79.08	5,647.79
03-00-3203	STREET MTR VEHICLE PRORAT	.00	.00	.00	.00	.00
03-00-3208	STREET OTHER STATE REV	310.00	.00	.00	.00	310.00
03-00-3306	STREET REIM/REFUNDS	.00	.00	.00	.00	.00
03-00-3311	STREET IN LIEU OF TAXES	.00	.00	.00	.00	.00
03-00-3321	STREET PAV/WATER/SEWER	.00	.00	.00	.00	.00
03-00-3331	STREET BOND ISSUE	.00	.00	.00	.00	.00
03-00-3332	STREET SALE OF MUNI PROP	.00	.00	1,479.50	.00	1,479.50
03-00-3335	STREET CITY SALES TAX	50,000.00	6,518.59	45,670.68	91.34	4,329.32
03-00-3340	STREET INTEREST	.00	.00	.00	.00	.00
03-00-3351	STREET PROPERTY TAXES	.00	.00	.00	.00	.00
03-00-3352	STREET MTR VEHICLE TAXES	.00	.00	.00	.00	.00
03-00-3359	STREET CO TREAS OTHER	.00	.00	.00	.00	.00
03-00-3360	STREET MISC REVENUES	310.00	.00	.00	.00	310.00
03-00-3999	STREET TRANSFERS IN (CRA)	.00	.00	.00	.00	.00
	DIFFERENCE	423,960.00	33,651.65	302,654.51	71.39	121,305.49
	PROOF	423,960.00	33,651.65	302,654.51	71.39	121,305.49

CITY OF AUBURN
BUDGET REPORT
CALENDAR 5/2015, FISCAL 8/2014

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
04-00-3321	PAVING WATER SEWER	42,740.00	548.98	14,136.97	33.08	28,603.03
04-00-3331	BOND ISSUE	.00	.00	.00	.00	.00
04-00-3360	MISC REVENUES	.00	.00	.00	.00	.00
04-00-3999	TRANSFERS IN	.00	177,463.12	184,952.73	.00	184,952.73-
	DIFFERENCE	42,740.00	178,012.10	199,089.70	465.82	156,349.70-
	PROOF	42,740.00	178,012.10	199,089.70	465.82	156,349.70-

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

FOR THE MONTH OF MAY, 2015

Total Number of Calls within the City of Auburn	153
Total Number of Ordinance/Animal Calls	50
Total Number of Actual Criminal Cases Reported/Initiated	20

Respectfully submitted,



Brent Lottman
Sheriff

City of Auburn
TIF Activity
Report Date 5-31-15

Date	Description	Account Activity	Auburn 1	Auburn 1 Project #2 SE Corner	Terrace Heights I	Terrace Heights II	Auburn Bowling Center I	Auburn Bowling Center II	Hemmingse Funeral Home	Northwest Sanitary Sewer	West Project	Orscheln
7/31/2014	Balance	\$ 639,333.07	\$ 480,570.86	\$ 12,522.72	\$ 60,561.48	\$ 15,194.33	\$ -	\$ -	\$ 39,997.94	\$ 1,060.70	\$ 29,409.60	\$ 15.44
8/1/2014	Eagles Loan Payment	\$ 88.67	\$ 88.67									
8/8/2014	Co. Collections	\$ 864.68	\$ 854.03	\$ 10.65								
8/15/2014	Loan Payment CNB	\$ (5,695.59)									\$ (5,695.59)	
8/31/2014	Interest on Account	\$ 81.22	\$ 61.73	\$ 1.63	\$ 8.12	\$ 1.62			\$ 4.87		\$ 3.25	
9/1/2014	Eagles Loan Payment	\$ 88.67	\$ 88.67									
9/9/2014	Auburn Newspapers	\$ (68.00)	\$ (68.00)									
9/12/2014	Co. Collections	\$ 40,011.55	\$ 16,558.50	\$ 383.36	\$ 10,136.36		\$ 3,162.95					\$ 7,737.54
9/12/2014	Co. Collections (trans)	\$ 3,162.95	\$ 3,162.95				\$ (3,162.95)					
9/30/2014	Interest on Account	\$ 81.38	\$ 60.22	\$ 1.63	\$ 8.95	\$ 1.63			\$ 4.88		\$ 3.26	\$ 0.81
10/1/2014	Eagles Loan Payment	\$ 88.67	\$ 88.67						\$ 6,501.18		\$ 7,969.17	\$ 5.41
10/9/2014	Co. Collections	\$ 43,621.74	\$ 19,226.22	\$ 465.15	\$ 9,445.31	\$ 7.09	\$ 2.21				\$ (10,735.63)	
10/9/2014	Co. Collections (trans)	\$ 2.21	\$ 2.21				\$ (2.21)					
10/21/2014	Loan Payment CNB	\$ (10,735.63)								\$ (1,060.70)		\$ (7,760.10)
10/31/2014	Interest on Account	\$ 89.62	\$ 66.32	\$ 1.79	\$ 9.62	\$ 1.75			\$ 6.12		\$ 2.62	
11/1/2014	Eagles Loan Payment	\$ 88.67	\$ 88.67									
11/7/2014	Co. Collections	\$ 1,566.79	\$ 1,566.79									
11/21/2014	Legal Expense	\$ (335.00)	\$ (335.00)									
11/21/2014	Banners	\$ (1,060.70)	\$ (1,060.70)									
11/21/2014	Orscheln TIF Payment	\$ (7,760.10)	\$ (7,760.10)									
11/30/2014	Interest on Account	\$ 87.43	\$ 87.43									
12/1/2014	Eagles Loan Payment	\$ 88.67	\$ 88.67									
12/15/2014	Co. Collections	\$ 1,615.06	\$ 1,026.92	\$ 588.14	\$ (6,741.72)	\$ (9,551.70)			\$ (4,717.74)			
12/12/2014	Loan Payments	\$ (21,011.16)	\$ (21,011.16)									
12/31/2014	Interest on Account	\$ 88.59	\$ 68.21	\$ 1.77	\$ 9.74	\$ 0.89			\$ 5.32		\$ 2.66	
1/2/2015	Eagles Loan Payment	\$ 88.67	\$ 88.67									
1/9/2015	Co. Collections	\$ 16,461.28	\$ 14,878.33	\$ 1,549.45	\$ 6.73	\$ 7.23	\$ 2.26		\$ 4.63		\$ 7.13	\$ 5.52
1/9/2015	Co. Collections (trans)	\$ 2.26	\$ 2.26				\$ (2.26)					
1/31/2015	Interest on Account	\$ 88.35	\$ 68.03	\$ 1.77	\$ 9.72	\$ 0.88			\$ 5.30		\$ 2.65	
2/2/2015	Eagles Loan Payment	\$ 88.67	\$ 88.67									
2/12/2015	Co. Collections	\$ 5,096.89	\$ 5,003.18	\$ 93.71								
2/28/2015	Interest on Account	\$ 80.67	\$ 62.12	\$ 1.61	\$ 8.87	\$ 0.81			\$ 4.84		\$ 2.42	
3/2/2015	Eagles Loan Payment	\$ 88.67	\$ 88.67									
3/13/2015	Co. Collections	\$ 10,792.70	\$ 8,778.91	\$ 155.56	\$ 335.59	\$ 360.39	\$ 112.45		\$ 230.99		\$ 543.71	\$ 275.10
3/13/2015	Co. Collections (trans)	\$ 112.45	\$ 112.45				\$ (112.45)					
3/31/2015	Interest on Account	\$ 90.43	\$ 70.54	\$ 1.81	\$ 9.04	\$ 0.90			\$ 5.43		\$ 2.71	
3/31/2015	Eagles Loan Payment	\$ 88.67	\$ 88.67									
4/1/2015	Co. Collections	\$ 11,015.20	\$ 10,495.90	\$ 374.42	\$ 26.16	\$ 28.10	\$ 8.77		\$ 18.01		\$ 42.39	\$ 21.45
4/10/2015	Co. Collections	\$ 8.77	\$ 8.77				\$ (8.77)					
4/10/2015	Co. Collections (trans)	\$ 8.77	\$ 8.77									
4/30/2015	Interest on Account	\$ 89.00	\$ 69.42	\$ 1.78	\$ 8.90	\$ 0.89			\$ 5.34		\$ 2.67	
5/1/2015	Eagles Loan Payment	\$ 88.67	\$ 88.67									
5/15/2015	Co. Collections	\$ 80,353.89	\$ 39,996.55	\$ 1,482.79	\$ 9,490.80	\$ 10,192.29	\$ 6,248.33		\$ 230.99		\$ 12,437.04	\$ 275.10
5/15/2015	Co. Collections (trans)	\$ 6,248.33	\$ 6,248.33				\$ (6,248.33)					
5/31/2015	Interest on Account	\$ 98.02	\$ 74.50	\$ 1.96	\$ 9.80	\$ 1.96			\$ 4.90		\$ 4.90	
	Balance	\$ 805,828.08	\$ 609,643.52	\$ 17,643.45	\$ 83,353.33	\$ 16,250.85	\$ -	\$ -	\$ 42,319.27	\$ -	\$ 36,040.49	\$ 577.17

AGENDA ITEM

NO 18

AUBURN AIRPORT AUTHORITY

FINANCIAL STATEMENT

with

ACCOUNTANT'S COMPILATION REPORT

FOR THE 1 AND 12 MONTHS ENDED SEPTEMBER 30, 2014

PEGGY KUSER
CERTIFIED PUBLIC ACCOUNTANT

916 CENTRAL AVENUE
AUBURN, NEBRASKA 68305
(402) 274-5106

ACCOUNTANT'S COMPILATION REPORT

Auburn Airport Authority
P.O. Box 483
Auburn, NE 68305

I have compiled the accompanying balance sheet of the Auburn Airport Authority as of September 30, 2014, for the 1 and 12 months then ended, and the statements of revenues, expenditures and changes in fund balances in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

P Kuser CPA

Auburn, Nebraska

October 2, 2014

AUBURN AIRPORT AUTHORITY
BALANCE SHEET
GOVERNMENTAL FUND
(UNAUDITED)
AS OF SEPTEMBER 30, 2014

ASSETS:	
Cash in checking	\$98,606.08
Total Assets	<u>\$98,606.08</u>
LIABILITIES	
	<u>\$-</u>
UNRESERVED FUND BALANCE	<u><u>\$98,606.08</u></u>

SEE ACCOUNTANT'S COMPILATION REPORT

AUBURN AIRPORT AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
CHECKING ACCOUNT
(UNAUDITED)
FOR THE 1 AND 12 MONTHS ENDED SEPTEMBER 30, 2014

	OCT '13	NOV '13	DEC '13	JAN '14	FEB '14	MAR '14	APR '14	MAY '14	JUN '14	JUL '14	AUG '14	SEP '14	TOTAL
bal @ beg of mo - checking	\$81,387.39	\$80,438.55	\$77,830.01	\$77,181.09	\$76,435.96	\$75,200.07	\$87,207.32	\$88,202.64	\$86,874.41	\$87,167.88	\$86,840.62	\$98,931.68	
RECEIPTS (operating acct):													
State of Nebraska	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$17,090.11	\$-	\$17,090.11
Cash rent - farmground						14,140.00							14,140.00
Cash rent - farm - Stukenholz							600.00						600.00
Fuel			33.00		28.60		165.00		363.00	649.00		287.65	1,526.25
Reimbursements						110.00							110.00
Hangar rent						2,100.00			840.00				2,940.00
TOTAL	\$-	\$-	\$33.00	\$-	\$28.60	\$16,350.00	\$765.00	\$-	\$1,203.00	\$849.00	\$17,090.11	\$287.65	\$36,406.36

	OCT '13	NOV '13	DEC '13	JAN '14	FEB '14	MAR '14	APR '14	MAY '14	JUN '14	JUL '14	AUG '14	SEP '14	TOTAL
EXPENSES (operating acct):													
Albert Fuller	100.00								71.25				71.25
Allied Insurance													100.00
ASB - New Checks			15.00										15.00
Auburn Abstract									65.00				65.00
Auburn Newspaper								23.00		4.18	4.18		31.36
BOPW - monthly ele								146.57		93.06	112.60		2,255.43
BOPW - labor	139.19	167.34	218.32	296.48	334.76	284.10	231.02		106.92	65.00		125.07	65.00
Bulldog Auto Parts													
Casey Agency (or City reimb)													
City of Auburn - reimb ins.													
Conway Oil													
Dept of Aeronautics													
Dettmer Farm Svc													
Division of weights & measurements													
K. Neiman - reimb gas	19.35								17.70	40.00	19.01		135.07
K. Neiman - reimb supplies	11.70									98.85			110.55
Kendall Neiman - contract labor	340.00									\$340.00	\$340.00		4,420.00
Kendall Neiman - void check													(340.00)
Kendall Neiman-reimb R & M													
Lavigne Construction - void check	85.00												
Lavigne Construction													
M. Luff-Beacon Maint.													
Midwest Pump													
Mrs. Everett Moody - land lease													
Nebraska/Iowa Supply													
Nemaha Co Clerk, file fee													
Nemaha Co T - RE tax													
Olsson & Assoc										226.00			226.00
Peggy Kuser	60.00	60.00	60.00	60.00	60.00	60.00	60.00	180.00	60.00	60.00	2,000.00	60.00	2,000.00
Peggy Kuser - void check													
Peggy Kuser-reimb													
Post office													
Rural Water District													
Wilson Electric	155.00												481.08
Windstream	48.60	48.60	48.60	48.65	48.65	48.65	48.66	48.66	48.66	49.17	49.17	49.17	155.00
TOTAL	\$958.84	\$2,608.54	\$681.92	\$745.13	\$1,264.49	\$4,342.75	\$(230.32)	\$1,528.23	\$709.53	\$976.26	\$4,999.05	\$613.25	\$19,197.67

bal @ end of mo - checking \$80,438.55 \$77,830.01 \$77,181.09 \$76,435.96 \$75,200.07 \$87,207.32 \$88,202.64 \$86,874.41 \$87,167.88 \$86,840.62 \$98,931.68 \$98,606.08

SEE ACCOUNTANT'S COMPILATION REPORT

AGENDA ITEM
NO 18

AUBURN AIRPORT AUTHORITY

FINANCIAL STATEMENT

with

ACCOUNTANT'S COMPILATION REPORT

FOR THE 1 and 7 MONTHS ENDED APRIL 30, 2015

PEGGY KUSER
CERTIFIED PUBLIC ACCOUNTANT

916 CENTRAL AVENUE
AUBURN, NEBRASKA 68305
(402) 274-5106

ACCOUNTANT'S COMPILATION REPORT

Auburn Airport Authority
P.O. Box 483
Auburn, NE 68305

I have compiled the accompanying balance sheet of the Auburn Airport Authority as of April 30, 2015, for the 1 and 7 months then ended, and the statements of revenues, expenditures and changes in fund balances in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Peggy Kuser CPA

Peggy Kuser, CPA

May 7, 2015

AUBURN AIRPORT AUTHORITY
STATEMENT OF FUND BALANCE
GOVERNMENTAL FUND
(UNAUDITED)
AS OF APRIL 30, 2015

ASSETS:		
CHECKING – ASB #438949	\$94,668.67	
CHECKING – ASB #269184	5,000.00	
CHECKING – ASB #269223	641.32	
TOTAL ASSETS		<u>\$100,309.99</u>
LIABILITIES		<u>\$-</u>
RESERVED FUND BALANCE	\$10,000.00	
UNRESERVED FUND BALANCE	88,108.60	
FUND BALANCE		<u><u>\$98,108.60</u></u>

SEE ACCOUNTANT'S COMPILATION REPORT

AUBURN AIRPORT AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
CHECKING ACCOUNT #438949
(UNAUDITED)
FOR THE 7 MONTHS ENDED APRIL 30, 2015

	OCT '14	NOV '14	DEC '14	JAN '15	FEB '15	MAR '15	APR '15	MAY '15	JUN '15	JUL '15	AUG '15	SEP '15	TOTAL
bal @ beg of mo - checking	\$98,606.08	\$88,108.60	\$86,886.83	\$84,190.51	\$83,913.29	\$96,829.38	\$93,872.34						
RECEIPTS (operating acct):													
Slate of Nebraska	\$-	\$-	\$-	\$-	\$-	\$144.90	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Hanger Spec Packages					14,140.00								144.90
Cash rent - farm - Lynn													14,140.00
Cash rent - farm - Stukenholz	473.00	430.33				1,033.85	110.00						2,047.18
Fuel													
Reimbursements						300.00	1,365.00						1,665.00
Hangar rent					\$14,140.00	\$1,478.75	\$1,475.00						\$17,987.08
TOTAL	\$473.00	\$430.33	\$-	\$-	\$14,140.00	\$1,478.75	\$1,475.00	\$-	\$-	\$-	\$-	\$-	\$17,987.08

	OCT '14	NOV '14	DEC '14	JAN '15	FEB '15	MAR '15	APR '15	MAY '15	JUN '15	JUL '15	AUG '15	SEP '15	TOTAL
EXPENSES (operating acct):													
Albert Fuller													100.00
Allied Insurance		100.00											
ASB - New Checks													
Auburn Abstract					9.02	59.80							73.84
Auburn Newspaper						276.85	224.39						1,574.91
BOPW - monthly ele	132.03	166.40	207.10	227.98	340.16								
BOPW - labor													
Bulldog Auto Parts													
Casey Agency (or City reimb)						3,500.00							3,500.00
City of Auburn - reimb ins.													
Conway Oil													
Dept of Aeronautics													
Deltimer Farm Svc													
Division of weights & measurements	369.65												369.65
Johne Deere		25.00											25.00
K. Neiman - reimb gas													
K. Neiman - reimb supplies													
Kendall Neiman - contract labor	340.00	\$340.00	\$340.00		\$680.00	\$340.00	\$340.00						2,380.00
Kendall Neiman-reimb R & M													144.90
Kendall Neiman-reimb Bids						\$144.90							1,935.00
Lavigne Construction													
Lonnie Sierks													
M. Luff-Beacon Maint.		911.50											911.50
Midwest Pump													
Mrs. Everett Moody - land lease													
Nationwide Mutual													100.00
Nebraska/Iowa Supply													
Nemaha Co Clerk, file fee													
Nemaha Co T - RE tax													
Olsson & Assoc													
Peggy Kuser	60.00	60.00	60.00		125.00	65.00	65.00						435.00
Peggy Kuser-reimb					20.49								20.49
Post office	19.60												19.60
Rural Water District													
Transfer to account #269184	5,000.00												5,000.00
Transfer to account #269223	5,000.00												5,000.00
Windstream	49.20	49.20	49.20	49.24	49.24	49.24	49.28						344.60
TOTAL	\$10,970.48	\$1,652.10	\$2,696.32	\$2,777.22	\$1,223.91	\$4,435.79	\$678.67	\$-	\$-	\$-	\$-	\$-	\$21,934.49

bal @ end of mo - checking \$88,108.60 \$86,886.83 \$84,190.51 \$83,913.29 \$96,829.38 \$93,872.34 \$94,668.67 \$-

SEE ACCOUNTANT'S COMPILATION REPORT

AUBURN AIRPORT AUTHORITY
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
 CHECKING ACCOUNT #269184
 (UNAUDITED)
 FOR THE 7 MONTHS ENDED APRIL 30, 2015

	OCT '14	NOV '14	DEC '14	JAN '15	FEB '15	MAR '15	APR '15	MAY '15	JUN '15	JUL '15	AUG '15	SEP '15	TOTAL
bal @ beg of mo - checking	\$-	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$-	\$-	\$-	\$61,192.89
RECEIPTS (runway acct):													\$5,000.00
City of Auburn	5,000.00		61,192.89										
Transfer from ASB account #438949													\$5,000.00
TOTAL	\$5,000.00	\$-	\$61,192.89	\$-	\$66,192.89								
EXPENSES (runway acct):													\$61,192.89
Olsson Associates			61,192.89										
TOTAL	\$-	\$-	\$61,192.89	\$-	\$61,192.89								
bal @ end of mo - checking	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$-	\$-	\$-	\$-

SEE ACCOUNTANT'S COMPILATION REPORT.

found funds

AUBURN AIRPORT AUTHORITY
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
 CHECKING ACCOUNT #269223
 (UNAUDITED)
 FOR THE 7 MONTHS ENDED APRIL 30, 2015

	OCT '14	NOV '14	DEC '14	JAN '15	FEB '15	MAR '15	APR '15	MAY '15	JUN '15	JUL '15	AUG '15	SEP '15	TOTAL
bal @ beg of mo - checking	\$-	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$-	\$-	\$-	\$-	\$-	\$36,467.38
RECEIPTS (Hanger acct):													
City of Auburn	5,000.00	36,467.38											5,000.00
Transfer from ASB account #438949													
TOTAL	\$5,000.00	\$36,467.38	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$41,467.38
EXPENSES (Hanger acct):													
Albert Fuller							252.95						252.95
Olsson Associates							4,105.73						40,573.11
TOTAL	\$-	\$36,467.38	\$-	\$-	\$-	\$-	\$4,358.68	\$-	\$-	\$-	\$-	\$-	\$40,826.06
bal @ end of mo - checking	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$641.32	\$-	\$-	\$-	\$-	\$-	\$-

↑
 deposited into +
 these were paid out of runway
 as they should have been.
 I will fix the coding error in May.

PK