

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.
DECEMBER 10, 2012

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. **OLD BUSINESS.**
9. **ADJOURN SINE-DIE.**
10. **RECONVENE – NEW COUNCIL SITS.**
11. **CITY CLERK ACCEPTS CREDENTIALS** – Reads Certified Election Results from Nemaha County Clerk.
12. **COUNCIL VOTES ON ACCEPTING CREDENTIALS** – Roll Call and Oaths of Office.
13. **ELECT COUNCIL PRESIDENT.**
14. **CITY COUNCIL STANDING COMMITTEE APPOINTMENTS.**
15. **ANNUAL APPOINTMENTS.**

16. **RESOLUTION** – Corporate Authorization Resolution – City Bank Accounts.
17. **APPROVAL** for Attendance at Meeting(s).
18. **7:10 P.M. – PUBLIC HEARING** on Board of Public Works Budget
ACTION on said public hearing.
19. **REQUEST** for Keno funds for Scotty’s Garden.
20. **POLICY** for assigning addresses to properties.
21. **REGION V SERVICES (SENDS)** proposal to clean bathrooms in the city parks next summer.
22. **AUBURN MEMORIAL LIBRARY** – Update the Interlocal Agreement between the County of Nemaha and the City of Auburn with regards to the library building.
23. **AUBURN MEMORIAL LIBRARY** – Lease Purchase Agreement between the City and the Library Foundation with regards to the library building.
24. **RESOLUTION** – Authorizing Chief Elected Official to Execute NDED Contract and all necessary documents for 12-HO-6044 (Owner Occupied Housing Rehab Project).
25. **RESOLUTION** – Authorizing Chief Elected Official to Execute General Administration Contract with SENDD for 12-HO-6044 (Owner Occupied Housing Rehab Project).
26. **ADOPT** Revised Housing Program Income ReUse Plan.
27. **ADOPT** Revised Housing Program Guidelines.
28. **DISCUSSION AND POSSIBLE ACTION** on Resolution to petition to have members of the Auburn Airport Authority removed pursuant to Nebraska Statute.
29. **APPOINTMENTS/REAPPOINTMENTS** –
 - Parks & Pool Committee
 - Board of Public Works
 - Official Newspaper
30. **REPORTS/RECOMMENDATIONS** - - From Dept. Heads.
 - a. Street Department –
 - b. Fire Department –
 - c. Police Department –
 - d. Library –
 - e. Treasurer -

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

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

32. **ADJOURNMENT.**

Possible Motion Format 12-10-12

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 November 13, 2012 and November 26, 2012 meeting's minutes and to approve the same as written (or as amended)

6. **APPROVAL OF FINANCIAL REPORT.**

POSSIBLE MOTION: I move to approve the financial report

7. **CLAIMS.**

POSSIBLE MOTION: I move to approve the claim submitted by Auburn Plumbing, Htg. & AC Inc. in the amount of \$81.25.

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. **OLD BUSINESS.**

9. **ADJOURN SINE-DIE.**

POSSIBLE MOTION: I move that the meeting be adjourned Sine Die and reconvene for the conduction of new business in the presence of the recently elected City Council Members

10. **RECONVENE – NEW COUNCIL SITS.**

11. **CITY CLERK ACCEPTS CREDENTIALS** – Reads Certified Election Results from Nemaha County Clerk.

12. **COUNCIL VOTES ON ACCEPTING CREDENTIALS** – Roll Call and Oaths of Office.

13. **ELECT COUNCIL PRESIDENT.**

14. **CITY COUNCIL STANDING COMMITTEE APPOINTMENTS.**

POSSIBLE ACTION: Roll Call on Appointments

15. **ANNUAL APPOINTMENTS.**

POSSIBLE ACTION: Roll Call on Appointments/Reappointments

16. **RESOLUTION** – Corporate Authorization Resolution – City Bank Accounts.

POSSIBLE MOTION: I move that a Corporate Authorization Resolution designating the Mayor, Council President, City Treasurer and City Clerk as the authorized signers for all the City Bank accounts held at Auburn State Bank be approved and further move that on the two Keno Operating Accounts (only those two accounts) that the Keno Operator and his designated representatives also be designated as authorized signers

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

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

18. **7:10 P.M. – PUBLIC HEARING** on Board of Public Works Budget

POSSIBLE MOTION: I move to approve the 2013 Board of Public Works Proprietary Function Budget as presented

19. **REQUEST** for Keno funds for Scotty's Garden.

POSSIBLE MOTION: I move to approve the expenditure of \$_____ of Keno funds for Scotty's Garden

20. **POLICY** for assigning addresses to properties.

POSSIBLE MOTION: I move to approve the policy for assigning addresses to properties

21. **REGION V SERVICES (SENDS)** proposal to clean bathrooms in the city parks next summer.

POSSIBLE MOTION: I move to approve the proposal submitted by Region V Services SENDS to clean bathrooms in the city parks next summer

22. **AUBURN MEMORIAL LIBRARY** – Update the Interlocal Agreement between the County of Nemaha and the City of Auburn with regards to the library building.

POSSIBLE ACTION: Ordinance or Resolution

23. **AUBURN MEMORIAL LIBRARY** – Lease Purchase Agreement between the City and the Library Foundation with regards to the library building.

POSSIBLE MOTION: I move to approve the Lease Purchase Agreement between the City and the Library Foundation with regards to the library building.

24. **RESOLUTION** – Authorizing Chief Elected Official to Execute NDED Contract and all necessary documents for 12-HO-6044 (Owner Occupied Housing Rehab Project).

POSSIBLE MOTION: I move to authorize the Chief Elected Official to execute the NDED (Nebraska Department of Economic Development) Contract and all necessary documents for CDBG Grant #12-HO-6044 (Owner Occupied Housing Rehab Project) by the passage and adoption of Resolution No. 22-12

25. **RESOLUTION** – Authorizing Chief Elected Official to Execute General Administration Contract with SENDD for 12-HO-6044 (Owner Occupied Housing Rehab Project).

POSSIBLE MOTION: I move to authorize the Chief Elected Official to execute the General Administration Contract with SENDD (Southeast Nebraska Development District) for CDBG Grant #12-HO-6044 (Owner Occupied Housing Rehab Project) by the passage and adoption of Resolution No. 23-12

26. **ADOPT** Revised Housing Program Income ReUse Plan.

POSSIBLE MOTION: I move to adopt the Revised Housing Program Income ReUse Plan

27. **ADOPT** Revised Housing Program Guidelines.

POSSIBLE MOTION: I move to adopt the Revised Housing Program Guidelines

28. **DISCUSSION AND POSSIBLE ACTION** on Resolution to petition to have members of the Auburn Airport Authority removed pursuant to Nebraska Statute.

29. **APPOINTMENTS/REAPPOINTMENTS** –

- Parks & Pool Committee
- Board of Public Works
- Official Newspaper

POSSIBLE ACTION: Roll call on the appointments/reappointments

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

- a. Street Department –
- b. Fire Department –
- c. Police Department –
- d. Library –
- e. Treasurer -

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

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

32. **ADJOURNMENT.**

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

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 November 13, 2012, 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, Bishop, Clark, Critser, and Kruger. Absent: Holtzman.

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".

Service awards were presented to Eric Adams and Ed Cowan for their years of service to the City.

Council approved the October 8, 2012 meeting's minutes as written.

The City Council approved the financial report.

The following October claims were presented before the Council for ratification: AFLAC, Wh-100.30; American Recycling & Sanitation, Se-145.00; Auburn Senior Center Inc., Transfer-5,000.00; Auburn State Bank, Bond Payment-141,630.00; Black Hills Energy, Ut-72.21; Blue Cross-Blue Shield, Ins-19,463.02; Board of Public Works, Ut-635.79; First National Bank of Johnson, Purchase Certificate of Deposit-75,000.00; Five Nines Technology Group, Se-103.70; Linda Bantz, Se-329.00; Mark Harms, Ex-500.00; Nebraska Department of Revenue, Keno Tax-Sales Tax-1731.38; Nemaha County, Se-4166.67; Region V-SENDS, Se-325.00; The Standard, Ins-740.12; Time Warner Cable, Se-434.12; Verizon, Se-52.16; Windstream, Ut-181.31; Wright Express, Su-2307.07. The following November claims were presented before the Council for ratification: AFLAC, Wh-100.30; American Recycling & Sanitation, Se-198.50; Black Hills Energy, Ut-43.06; Board of Public Works, Ut-2755.59; Five Nines Technology Group, Se-40.00; Linda Bantz, Se-329.00; Mark Harms, Ex-500.00; Nemaha County, Se-4166.67; Time Warner Cable, Se-86.76; Windstream, Ut-126.06. The following claims (not previously approved by motion or resolution) were presented: Auburn Plumbing, Htg. & AC Inc., Se-1058.33; Action Technology Services Inc., Equip-8551.00; Amazon, Bk-AV-356.69; Angelo Ligouri, Fe-7113.70; Associated Supply Co. Inc., Su-751.15; Auburn Memorial Library Petty Cash, Su-93.72; Auburn Newspapers, Se-281.08; Avenue of Flags, Su-200.00; Baker & Taylor, Bk-AV-481.01; Beard's Salvage Inc., Su-50.90; Board of Public Works, Maint-1691.65; Bowan Equipment & Repair, Se-175.00; Bulldog Auto Parts, Su-122.76; C & C Contracting, Se-398.37; Casey Agency Inc., Ins-56,856.00; Concrete Industries Inc., Su-330.00; Cowan Water Conditioning, Su-75.00; Data Technologies Inc., Fe-2028.00; Diamond Vogel, Su-952.66; Eakes Office Plus, Su-255.90; Eggers Brothers Inc., Su-53.12; Emergency Medical Products Inc., Su-249.72; Farmers Cooperative Oil Assn., Su-242.59; Five Nines Technology Group, Se-50.00; Galls An Aramark Co., Su-Equip-771.76; Grimms Gardens, Su-131.88; GT Distributors Inc., Su-173.75; Holiday Inn, Ex-233.85; Jeff Timmerman, Su-111.16; JEO Consulting Group Inc., Se-1990.00; KAPCO, Su-80.83; Matthew Bender & Co. Inc., Ref-108.04; Lynch's Hardware & Gifts, Su-64.65; Lynn Peavey Company, Su-56.25; Mellage Truck & Tractor, Se-69.91; Michael Todd & Co. Inc., Su-411.43; Microfilm Imaging Systems Inc., Se-Fe-3324.00; Mid Con Systems Inc., Su-177.11; Mr. Landscape Nursery & Garden, Trees-1004.84; NAVSURFWARCENDIV Crane, Equip-600.00; NE State Historical Society, Su-260.00; Nemaha Co. Register of Deeds, Se-25.50; Nemaha County Sheriff, Se-6042.58; OCLC Inc., Sub-51.32; OK Tire, Se-20.00; Card Services (Orscheln), Su-346.16; Petersens Auto Repair, Se-281.39; Petty Cash, Se-262.31; Postmaster, Su-90.00; Reiman Publications, Bk-31.98; Rose Equipment Inc., Su-3168.32; Sack Lumber Co., Su-383.37; Sirchie Finger Print Lab, Su-70.51; Sleuth Systems, Se-Su-1204.85; Southeast Nebraska Development District, Se-540.53; State Treasurer of NE, Fe-211.46; Stutheit Implement Co., Su-204.80; Sunmart, Su-64.64; Sunset Law Enforcement, Equip-Su-634.44; The Auburn Sport Shop, Su-418.94; Town & Country Vet Clinic, Se-810.00; Tri-State Office Products, Su-124.68; Wt. Cox Subscriptions, Sub-1316.97; Xerox Corporation, Se-Su-629.35.

Abbreviations for this legal: AV-Audio Visual; Bk-Book; Contrib-Contribution; Equip-

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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.

The City Council approved the claim submitted by Auburn Plumbing, Htg. & AC Inc. in the amount of \$1058.33. Council Member Bishop abstained from voting on said claim.

The City Council approved the claims presented 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.

There weren't any requests to attend meetings or trainings.

George Nelson with Massman Nelson Reinig presented the audit report for fiscal year ending September 30, 2012.

Discussion was held regarding the letter dated November 2, 2012, from attorney W. Blake, in regards to the Auburn Airport Authority. Dottie Holliday spoke regarding the letter and her concerns. Albert Fuller representing the Auburn Airport Authority addressed the intentions of the Airport Authority in response to the concerns. Discussion was held. With four Council Members (Kruger, Billings, Clark, and Critser) voting in favor and one Council Member (Bishop) voting in opposition, the City Council approved a motion to direct the City Attorney to drawup a resolution for the next regular meeting to petition the District Court to have members of the Auburn Airport Authority removed pursuant to Nebraska Statute.

Weldon Slater addressed the City Council concerning the house burning letter signed by residents with regards to property located at 1213 9th Street. The Mayor reported that the property has been identified by the Board of Health and has been scheduled for a controlled burn in the near future.

The City Council approved the finding and determining of the premises at 715 11th Street to contain or be a nuisance and ordered and directed the abatement and removal of such nuisance by the passage and adoption of Resolution No. 20-12

The City Council approved a motion that upon recommendation of the KAB (Keep Auburn Beautiful committee) that the City proceed with the consideration of providing a grant or a free lot for the construction of housing units on vacant lots and place a notice in the newspaper requesting proposals from interested parties

CDBG #10-DTR-105 (Downtown Revitalization Phase II Commercial Rehabilitation) Drawdown No. 9 and the related claims were approved.

The Memorandum of Understanding between the City of Auburn and Amber Kinnaman associated with CDBG 10-DTR-105 Project #14 was approved.

The funding agreement with the Auburn Chamber of Commerce was approved by the passage and adoption of Resolution No. 21-12.

The Agreement Renewal for Maintenance Agreement No. 51 between the Nebraska Department of Roads and the City of Auburn was approved.

The City Council approved the updated Section 125 Plan Adoption Agreement and Summary Plan Description

The following holidays were approved for 2013: New Year's Day (January 1), Memorial Day (May 27), Independence Day (July 4), Labor Day (September 2), Veteran's Day (November 11),

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Thanksgiving Day (November 28), Friday after Thanksgiving (November 29), Christmas Eve Afternoon (December 24), Christmas Day (December 25), and a Personal Day (*Choice with Dept. Approval).

Discussion was held regarding Law Enforcement options of replacing the city police chief or county wide coverage.

Reports were given by the following department heads: street department, fire department, police department, library, and City Treasurer.

The following committees provided reports: Economic Development, Building, and Parks/Pool. A written financial report was provided by the Auburn Community Redevelopment Authority.

The City Council approved a motion to go into closed session for evaluation of the job performance of a person necessary to prevent needless injury to the reputation and investigative proceedings regarding allegations of criminal misconduct. The Mayor restated the limitation of the subject matter of the closed session. The City Council entered closed session at 8:46 p.m. The City Council reconvened in open session at 9:04 p.m.

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.

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 November 13, 2012, 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 November 9, 2012. 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, Bishop, Clark, Critser, and Kruger. Absent: Holtzman.

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".

Service awards were presented to Eric Adams and Ed Cowan for their years of service to the City.

Council Member Billings moved to dispense with the reading of the October 8, 2012 meeting's minutes and to approve the same as written. The foregoing motion was seconded by Council Member Bishop and upon roll call vote, the following Council Members voted "YEA": Bishop, Clark, Critser, Kruger, and Billings. The following voted "NAY": No one. Motion: Carried.

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

The following October claims were presented before the Council for ratification: AFLAC, Wh-100.30; American Recycling & Sanitation, Se-145.00; Auburn Senior Center Inc., Transfer-5,000.00; Auburn State Bank, Bond Payment-141,630.00; Black Hills Energy, Ut-72.21; Blue Cross-Blue Shield, Ins-19,463.02; Board of Public Works, Ut-635.79; First National Bank of Johnson, Purchase Certificate of Deposit-75,000.00; Five Nines Technology Group, Se-103.70; Linda Bantz, Se-329.00; Mark Harms, Ex-500.00; Nebraska Department of Revenue, Keno Tax-Sales Tax-1731.38; Nemaha County, Se-4166.67; Region V-SENDS, Se-325.00; The Standard, Ins-740.12; Time Warner Cable, Se-434.12; Verizon, Se-52.16; Windstream, Ut-181.31; Wright Express, Su-2307.07. The following November claims were presented before the Council for ratification: AFLAC, Wh-100.30; American Recycling & Sanitation, Se-198.50; Black Hills Energy, Ut-43.06; Board of Public Works, Ut-2755.59; Five Nines Technology Group, Se-40.00; Linda Bantz, Se-329.00; Mark Harms, Ex-500.00; Nemaha County, Se-4166.67; Time Warner Cable, Se-86.76; Windstream, Ut-126.06. The following claims (not previously approved by motion or resolution) were presented: Auburn Plumbing, Htg. & AC Inc., Se-1058.33; Action Technology Services Inc., Equip-8551.00; Amazon, Bk-AV-356.69; Angelo Ligouri, Fe-7113.70; Associated Supply Co. Inc., Su-751.15; Auburn Memorial Library Petty Cash, Su-93.72; Auburn Newspapers, Se-281.08; Avenue of Flags, Su-200.00; Baker & Taylor, Bk-AV-481.01; Beard's Salvage Inc., Su-50.90; Board of Public Works, Maint-1691.65; Bowan Equipment & Repair, Se-175.00; Bulldog Auto Parts, Su-122.76; C & C Contracting, Se-398.37; Casey Agency Inc., Ins-56,856.00; Concrete Industries Inc., Su-330.00; Cowan Water Conditioning, Su-75.00; Data Technologies Inc., Fe-2028.00; Diamond Vogel, Su-952.66; Eakes Office Plus, Su-255.90; Eggers Brothers Inc., Su-53.12; Emergency Medical Products Inc., Su-249.72; Farmers Cooperative Oil Assn., Su-242.59; Five Nines Technology Group, Se-50.00; Galls An Aramark Co., Su-Equip-771.76; Grimms Gardens, Su-131.88; GT Distributors Inc., Su-173.75; Holiday Inn, Ex-233.85; Jeff Timmerman, Su-111.16; JEO Consulting Group Inc., Se-1990.00; KAPCO, Su-80.83; Matthew Bender & Co. Inc., Ref-108.04; Lynch's Hardware & Gifts, Su-64.65; Lynn Peavey Company, Su-56.25; Mellage Truck & Tractor, Se-69.91; Michael Todd & Co. Inc., Su-411.43; Microfilm Imaging Systems Inc., Se-Fe-3324.00; Mid Con Systems Inc., Su-177.11; Mr. Landscape Nursery & Garden, Trees-1004.84; NAVSURFWARCENDIV

Crane, Equip-600.00; NE State Historical Society, Su-260.00; Nemaha Co. Register of Deeds, Se-25.50; Nemaha County Sheriff, Se-6042.58; OCLC Inc., Sub-51.32; OK Tire, Se-20.00; Card Services (Orscheln), Su-346.16; Petersens Auto Repair, Se-281.39; Petty Cash, Se-262.31; Postmaster, Su-90.00; Reiman Publications, Bk-31.98; Rose Equipment Inc., Su-3168.32; Sack Lumber Co., Su-383.37; Sirchie Finger Print Lab, Su-70.51; Sleuth Systems, Se-Su-1204.85; Southeast Nebraska Development District, Se-540.53; State Treasurer of NE, Fe-211.46; Stutheit Implement Co., Su-204.80; Sunmart, Su-64.64; Sunset Law Enforcement, Equip-Su-634.44; The Auburn Sport Shop, Su-418.94; Town & Country Vet Clinic, Se-810.00; Tri-State Office Products, Su-124.68; Wt. Cox Subscriptions, Sub-1316.97; Xerox Corporation, Se-Su-629.35.

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 claim submitted by Auburn Plumbing, Htg. & AC Inc. in the amount of \$1058.33. The foregoing motion was seconded by Council Member Clark and upon roll call vote, the following Council Members voted "YEA": Critser, Kruger, Billings, and Clark. The following voted "NAY": No one. Council Member Bishop abstained from voting on said claim. Motion: Carried.

Council Member Bishop moved 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. The foregoing motion was seconded by Council Member Critser and upon roll call vote, the following Council Members voted "YEA": Kruger, Billings, Bishop, Clark, and Critser. The following voted "NAY": No one. Motion: Carried.

There weren't any requests to attend meetings or trainings.

George Nelson with Massman Nelson Reinig presented the audit report for fiscal year ending September 30, 2012.

Discussion was held regarding the letter dated November 2, 2012, from attorney W. Blake, in regards to the Auburn Airport Authority. Dottie Holliday spoke regarding the letter and her concerns. Albert Fuller representing the Auburn Airport Authority addressed the intentions of the Airport Authority in response to the concerns. Following discussion, Council Member Billings moved to direct the City Attorney to drawup a resolution for the next regular meeting to petition the District Court to have members of the Auburn Airport Authority removed pursuant to Nebraska Statute. The foregoing motion was seconded by Council Member Kruger and upon roll call vote, the following Council Members voted "YEA": Kruger, Billings, Clark, and Critser. The following voted "NAY": Bishop. Motion: Carried.

Weldon Slater addressed the City Council concerning the house burning letter signed by residents with regards to property located at 1213 9th Street. The Mayor reported that the property has been identified by the Board of Health and has been scheduled for a controlled burn in the near future.

Council Member Critser moved to approve the finding and determining of the premises at 715 11th Street to contain or be a nuisance and ordering and directing the abatement and removal of such nuisance by the passage and adoption of Resolution No. 20-12. The foregoing motion was seconded by Council Member Billings and upon roll call vote, the following Council Members voted "YEA": Billings, Bishop, Clark, Critser, and Kruger. The following voted "NAY": No one. Motion: Carried. A true, correct and complete copy of said resolution is as follows:

RESOLUTION NO. 20-12
Of
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION OF THE CITY OF AUBURN, NEBRASKA, FINDING AND DETERMINING THE PREMISES AT 715 11TH STREET AUBURN, NEMAHA COUNTY, NEBRASKA TO CONTAIN OR BE A NUISANCE AND ORDERING AND DIRECTION THE ABATEMENT AND REMOVAL OF SUCH NUISANCE.

WHEREAS, the City of Auburn, Nebraska has previously provided a written notice to the owners of the premises located 715 11th Street City, Auburn, Nebraska, of conditions constituting a nuisance as defined by the attached notice, the same being herein incorporated by this reference; and

WHEREAS, the owners of the foregoing premises have failed to abate and remove such nuisance and have also failed to request a hearing before the City Council of the City of Auburn, Nebraska, to show cause why the condition on said premises should not be found to be a nuisance and remedied; and

WHEREAS, the City Council specifically finds and determines that the premises at 715 11th Street in the City of Auburn, Nebraska contains or has conditions which constitute a nuisance as defined by the City of Auburn Code of Ordinances; and

WHEREAS, the City Council of the City of Auburn, Nebraska desires to remedy the nuisance on said premises through immediate removal of the same.

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Auburn, Nebraska, that the premises located at 715 11th Street in the City of Auburn, Nebraska is found and determined to have conditions hereon constituting a nuisance as defined by State Statute and the City of Auburn Code of Ordinances and as specifically set forth in the notice attached hereto; and that the owner thereof is ordered and directed to abate and remove the nuisance on the property, and if any owner fails to comply to said Order to abate and remove such nuisance, then the City of Auburn, Nebraska shall proceed forthwith to perform the work necessary to remove such nuisance and cause the costs of such to be collected from the owner by either levy and assessment or through civil action.

Council Member Bishop moved that as recommended by KAB (Keep Auburn Beautiful Committee) that the City proceed with the consideration of providing a grant or a free lot for the construction of housing units on vacant lots and place a notice in the newspaper requesting proposals from interested parties. The foregoing motion was seconded by Council Member Critser and upon roll call vote, the following Council Members voted "YEA": Bishop, Clark, Critser, Kruger, and Billings. The following voted "NAY": No one. Motion: Carried.

Council Member Billings moved to approve CDBG #10-DTR-105 (Downtown Revitalization Phase II Commercial Rehabilitation) Drawdown No. 9 and the related claims. The foregoing motion was seconded by Council Member Clark and upon roll call vote, the following Council Members voted "YEA": Clark, Critser, Kruger, Billings, and Bishop. The following voted "NAY": No one. Motion: Carried.

Council Member Billings moved to approve the Memorandum of Understanding between the City of Auburn and Amber Kinnaman associated with CDBG 10-DTR-105 Project #14. The foregoing motion was seconded by Council Member Kruger and upon roll call vote, the following Council Members voted "YEA": Critser, Kruger, Billings, Bishop, and Clark. The following voted "NAY": No one. Motion: Carried.

Council Member Kruger moved to approve the funding agreement with the Auburn Chamber of Commerce by the passage and adoption of Resolution No. 21-12. The foregoing motion was seconded by Council Member Critser and upon roll call vote, the following Council Members voted "YEA": Kruger, Billings, Bishop, Clark, and Critser. The following voted "NAY": No one. Motion: Carried. A true, correct, and complete copy of said resolution is as follows:

RESOLUTION NO. 21-12
Funding Agreement with Auburn Chamber of Commerce

BE IT RESOLVED by the Mayor and City Council of the City of Auburn, that the proposed agreement between the City of Auburn and the Auburn Chamber of Commerce be approved as presented.

Council Member Billings moved to approve the Agreement Renewal for Maintenance Agreement No. 51 between the Nebraska Department of Roads and the City of Auburn. The foregoing motion was seconded by Council Member Bishop and upon roll call vote, the following Council Members voted "YEA": Kruger, Billings, Bishop, Clark, and Critser. The following voted "NAY": No one. Motion: Carried.

Council Member Kruger moved to approve the updated Section 125 Plan Adoption Agreement and Summary Plan Description. The foregoing motion was seconded by Council Member Critser and upon roll call vote, the following Council Members voted "YEA": Billings, Bishop, Clark, Critser, and Kruger. The following voted "NAY": No one. Motion: Carried.

Council Member Billings moved to approve the following holidays for 2013: New Year's Day (January 1), Memorial Day (May 27), Independence Day (July 4), Labor Day (September 2), Veteran's Day (November 11), Thanksgiving Day (November 28), Friday after Thanksgiving (November 29), Christmas Eve Afternoon (December 24), Christmas Day (December 25), and a Personal Day (*Choice with Dept. Approval). The foregoing motion was seconded by Council Member Clark and upon roll call vote, the following Council Members voted "YEA": Bishop, Clark, Critser, Kruger, and Billings. The following voted "NAY": No one. Motion: Carried.

Discussion was held regarding Law Enforcement options of replacing the city police chief or county wide coverage.

Reports were given by the following department heads: street department, fire department, police department, library, and City Treasurer.

The following committees provided reports: Economic Development, Building, and Parks/Pool. A written financial report was provided by the Auburn Community Redevelopment Authority.

Council Member Critser moved to go into closed session for evaluation of the job performance of a person necessary to prevent needless injury to the reputation and investigative proceedings regarding allegations of criminal misconduct. The foregoing motion was seconded by Council Member Billings and upon roll call vote, the following Council Members voted "YEA": Clark, Critser, Kruger, Billings, and Bishop. The following voted "NAY": No one. Motion: Carried. The Mayor restated the limitation of the subject matter of the closed session. The City Council entered closed session at 8:46 p.m. The City Council reconvened in open session at 9:04 p.m.

There being no further business to come before the Mayor and Council, Council Member Billings moved for adjournment to meet at the call of the Mayor. Council Member Clark seconded the foregoing motion and upon roll call vote, the following Council Members voted "YEA": Critser, Kruger, Billings, Bishop, and 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 November 13, 2012; 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
November 26, 2012

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 November 26, 2012, at 7:00 o'clock P.M., in Special 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, Bishop, Clark, Critser, Holtzman, and Kruger. 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".

After allowing for public comment and questions, discussion was held to consider contracting city law enforcement coverage through the County Sheriff's Department or maintaining coverage through the City Police Department. With four Council Members (Bishop, Critser, Holtzman, and Kruger) voting in favor and two Council Members (Clark and Billings) voting in opposition, the City Council approved a motion to enter into an interlocal agreement with the County of Nemaha and the Nemaha County Sheriff's Office for law enforcement services.

With five Council Members (Clark, Critser, Holtzman, Kruger, and Bishop) voting in favor and one Council Member (Billings) voting in opposition, the annual update amendments to the City Personnel Policy Manual were approved.

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.

Auburn, Nebraska
November 26, 2012

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 November 26, 2012, at 7:00 o'clock P.M., in Special Meeting, open to the general public. Advance notice of said Special 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 November 23, 2012. 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, Bishop, Clark, Critser, Holtzman, and Kruger. 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

After allowing for public comment and questions, discussion was held to consider contracting city law enforcement coverage through the County Sheriff's Department or maintaining coverage through the City Police Department. Following discussion, Council Member Critser moved to enter into an interlocal agreement with the County of Nemaha and the Nemaha County Sheriff's Office for law enforcement services. The foregoing motion was seconded by Council Member Holtzman and upon roll call vote, the following Council Members voted "YEA": Bishop, Critser, Holtzman, and Kruger. The following voted "NAY": Clark and Billings. Motion: Carried.

Following discussion, Council Member Holtzman moved to approve the annual update amendments to the City Personnel Policy Manual as written. The foregoing motion was seconded by Council Member Bishop and upon roll call vote, the following Council Members voted "YEA": Clark, Critser, Holtzman, Kruger, and Bishop. The following voted "NAY": Billings.

There being no further business to come before the Mayor and Council, Council Member Holtzman moved for adjournment to meet at the call of the Mayor. Council Member Clark seconded the foregoing motion and upon roll call vote, the following Council Members voted "YEA": Critser, Holtzman, Kruger, Billings, Bishop, and, 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 November 26, 2012; 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

AGENDA ITEM
 NO 6

ACCOUNT TITLE	LAST REPORT ON HAND	RECEIVED	DISBURSED	BALANCE
GENERAL CHECKING	324,139.14	57,501.11	139,255.39	242,384.86
STREET CHECKING	17,027.63	29,844.54	40,351.51	6,520.66
STREET BOND/WARRANT CHECKING	15,059.88	8,856.65	3,563.75	20,352.78
TOTAL CHECKING:	356,226.65	96,202.30	183,170.65	269,258.30
TOTAL NSF A/R	.00	.00	.00	.00
TOTAL FIRE DEPT SINKING	33,934.19	.00	.00	33,934.19
TOTAL KENO OPER CHECKING:	.00	.00	.00	.00
TOTAL KENO RESERVE MMA:	15,514.72	2.52	296.17	15,221.07
TOTOL KENO CHECKING	78,044.49	2,255.93	67.73	80,232.69
TOTAL CDBG CHECKING	7,965.71	540.53	540.53	7,965.71
TOTAL CDBG ED MMA:	18,502.58	169.68	540.53	18,131.73
TOTAL CDBG DTR REUSE	3,093.13	941.66	.00	4,034.79
TOTAL CDBG HD SAVINGS:	7,816.06	565.33	.00	8,381.39
TOTAL CRA CHECKING	470,313.80	4,802.82	84.00	475,032.62
TOTAL CITY REC CHECKING	55,365.27	.00	.00	55,365.27
GENERAL CD #23810	75,000.00			75,000.00
GENERAL CD #24089	75,000.00			75,000.00
SPEC PROJECT CD #23925	75,320.45			75,320.45
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:	425,320.45	.00	.00	425,320.45
TOTAL CASH ON HAND:	1,472,097.05	105,480.77	184,699.61	1,392,878.21

VENDOR NAME

REFERENCE

GENERAL FUND

ADMIN

AMERICAN RECYCLING SANITATION	COMMERCIAL RL SERVICE	757.60
BLUE CROSS-BLUE SHIELD	GROUP ROLL 402157-01	2,067.55
BOARD OF PUBLIC WORKS	ELECTRIC	365.33
FIVE NINES TECHNOLOGY GROUP	FN OFFSITE BACKUP AGREEMENT	63.70
NEMAHA CO DISTRICT COURT	NUISANCE ABATEMENT 715 11TH ST	82.00
NEMAHA COUNTY CLERK	NUISANCE ABATEMENT 715 11TH ST	10.50
REGION V-SENDS	CITY HALL CLEANING	135.00
THE STANDARD	POLICY #00 140489 0001	67.74
TIME WARNER CABLE	ACCT# 8347100220053329	213.41
UNITED STATES POST OFFICE	NUISANCE ABATEMENT 715 11TH ST	28.00

=====
 3,790.83

POLICE DEPARTMENT

BLUE CROSS-BLUE SHIELD		5,105.90
THE STANDARD	POLICY #00 140489 0001	101.13
WEX BANK	FUEL	1,523.65

=====
 6,730.68

FIRE DEPARTMENT

BLACK HILLS ENERGY	ACCT #1240 4130 01	32.97
BOARD OF PUBLIC WORKS	ELECTRIC	396.18
THE STANDARD	POLICY #00 140489 0001	117.50
WEX BANK	FUEL	172.02

=====
 718.67

PARK DEPARTMENT

BOARD OF PUBLIC WORKS	ELECTRIC	890.14
TIME WARNER CABLE	ACCT#8347100220023504	29.95
WEX BANK	FUEL	225.70

=====
 1,145.79

SR. CENTER DEPARTMENT

BOARD OF PUBLIC WORKS	ELECTRIC	462.79
REGION V-SENDS	SR CENTER CLEANING	190.00

=====
 652.79

LIBRARY DEPARTMENT

BLUE CROSS-BLUE SHIELD		952.16
BOARD OF PUBLIC WORKS	ELECTRIC	362.50
THE STANDARD	POLICY #00 140489 0001	20.95

VENDOR NAME	REFERENCE	VENDOR TOTAL
WINDSTREAM NEBRASKA INC	ACCT#0900078819	98.53
	LIBRARY DEPARTMENT	1,434.14
	POOL DEPARTMENT	
BOARD OF PUBLIC WORKS	ELECTRIC	141.35
TIME WARNER CABLE	ACCT#8347100220053337	39.28
	POOL DEPARTMENT	180.63
	GENERAL FUND	14,653.53
	STREET FUND	
	ADMIN	
AUBURN STATE BANK	HI ALLOC BONDS SERIES 2010	2,545.00
BLUE CROSS-BLUE SHIELD		1,605.90
BOARD OF PUBLIC WORKS	ELECTRIC	515.01
THE STANDARD	POLICY #00 140489 0001	43.84
TIME WARNER CABLE	ACCT#8347100220053352	39.50
VERIZON WIRELESS	ACCT/3383064839-00001	52.16
WEX BANK	FUEL	1,283.07
	ADMIN	6,084.48
	STREET FUND	6,084.48
	STREET BOND/WARRANT FUND	
	ADMIN	
AUBURN STATE BANK	DATED 5-27-2010 (SERIES 2010)	3,563.75
	ADMIN	3,563.75
	STREET BOND/WARRANT FUND	3,563.75
	COMM REDEVELOP AUTHORITY	
	ADMIN	
CLINE WILLIAMS LAW FIRM	LEGAL SERVICES	84.00

VENDOR NAME	REFERENCE	VENDOR TOTAL
		=====
	ADMIN	84.00
		=====
	COMM REDEVELOP AUTHORITY	84.00
		=====
**** PAID	TOTAL ****	24,385.76
		=====
***** REPORT TOTAL *****		24,385.76
		=====

**** CITY OF AUBURN ****
ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

AGENDA ITEM
NO 7

VENDOR NAME	REFERENCE		

	GENERAL FUND		
	ADMIN		
AUBURN PLUMBING, HTG & AC INC.	HVAC SERVICE CALL	81.25	52379 12/03/12
	ADMIN	81.25	
	GENERAL FUND	81.25	
**** PAID TOTAL ****		81.25	
***** REPORT TOTAL *****		81.25	

AGENDA ITEM
 NO 7

VENDOR NAME	REFERENCE	

GENERAL FUND		
ADMIN		
AMERICAN LEGAL PUBLISHING	CODE PROGRAM SUBSCRIPTION	250.00
ANGELO M. LIGOURI	CITY ATTORNEY FEES	3,691.48
AUBURN CHAMBER OF COMMERCE	2013 CONTRIBUTION REQUEST	2,000.00
AUBURN NEWSPAPERS	CITY CODE SECTION 152-050 C-3	100.12
BOARD OF PUBLIC WORKS	TUBE FLUORESCENT 48"	138.64
CASEY AGENCY INC	BOND INS FOR TREASURER	723.00
EAKES OFFICE PLUS	CPC PAPER, COPY, LTR, WHITE	152.81
GRIMMS GARDENS	10 TREES	549.86
HEARTLAND CENTER FOR LEADERSHI	HELPING SMALL TOWNS SUCCEED	150.00
HEATH CHRISTIANSEN	ANNUAL WEB SUPPORT	1,700.00
MASSMAN NELSON REINIG PC	FINANCIAL STATEMENT AUDIT	10,250.00
MIRACLE MUD JACKING CO.	MUDJACKING VOIDS ALONG TENNIS	5,025.00
NEMAHA CO REGISTER OF DEEDS	FILING PLAT HELMS/MEYER	20.00
CARD SERVICES	RESCUE SQUAD BATTERY	126.68
PIONEER AWARDS & SPEC. OCCAS.	3 NAME PLATES/CITY COUNCIL	30.00
ROGER MEYER	REIMBURSEMENT-VARIANCE FEE	13.29
U.S POSTAL SERVICE	2013 BOX RENT	44.00
XEROX CORPORATION	DECEMBER BASE CHG/PRINTS	267.48
	=====	
	ADMIN	25,232.36
POLICE DEPARTMENT		
AUBURN FAMILY HEALTH CENTER PC :	5/25/12	148.00
ERIC ADAMS	ERIC ADAMS MEETING MEALS	23.28
J.P.COOKE CO.	300 A-4 PUPLE AA LIC TAGS	66.45
LYNN PEAVEY COMPANY	9-ZWTP CD 1.38X108'	125.55
NEBRASKA METHODIST HOSPITAL	9-6-12 SANE/SART PATIENT CARE	350.00
GLOBAL GUNS & HUNTING INC	4 BUS 90289 16" M4A3 CARBINE	1,636.04
CARD SERVICES	AMMUNITION	35.97
PETERSENS AUTO REPAIR	GOODYEAR EAGLE	726.77
	=====	
	POLICE DEPARTMENT	3,112.06
FIRE DEPARTMENT		
BULLDOG AUTO PARTS	STA-BIL CONCENTRATE	99.68
HEIMAN FIRE EQUIPMENT	1" CUSTOM BOOSTER HOSE 4'	1,039.07
MELLAGER TRUCK & TRACTOR	ENGINE MISFIRING	2,525.19
TRI-STATE OFFICE PRODUCTS	PAPER	87.77
	=====	
	FIRE DEPARTMENT	3,751.71
PARK DEPARTMENT		
BOARD OF PUBLIC WORKS	FLANGE 6" BLIND CI	140.75
BOWMAN EQUIPMENT & REPAIR	CITY PICKUP/KEY SWITCH	100.00
BULLDOG AUTO PARTS	1994 IGNITION LOCK CYLINDER	15.94
FRY & ASSOCIATES INC.	ACCESSIBLE SWING SEAT	719.00
GRIMMS GARDENS	TREE CONSULTATION	50.00

VENDOR NAME	REFERENCE	VENDOR TOTAL
KRISTINE GILL	SOCCER GOALS WITH DEPTH	749.67
MARY KRUGER	SOLAR LIGHTS	29.10
CARD SERVICES	NYLON ROPE	70.99
		=====
	PARK DEPARTMENT	1,875.45
	SR. CENTER DEPARTMENT	
ACTION TECHNOLOGY SERVICES INC	SERVICE CALL/SPEAKER&PRINTER	53.25
AUBURN SENIOR CENTER INC	HP DESKJET 3520 ALL IN ONE	106.99
BOARD OF PUBLIC WORKS	TUBE FLUORESCENT 48"	33.52
CASEY AGENCY INC	LIABILITY RENEWAL 12/16/12-13	343.00
CARD SERVICES	LAMP REPLACEMENT	60.76
		=====
	SR. CENTER DEPARTMENT	597.52
	LIBRARY DEPARTMENT	
AMAZON	SCARED TO DEATH	306.79
AUBURN MEM. LIBRARY PETTY CASH	11/2 ILL	71.00
AUBURN NEWSPAPERS	10/11 PRESCHOOL STORYTIME AD	52.80
BAKER & TAYLOR	BRIDESMAID	337.88
CENTER POINT LARGE PRINT	BOOKS	650.17
DEMCO	BOOK MARKS	144.47
EAKES OFFICE PLUS	PROMOTIONAL MERCH	472.05
FIVE NINES TECHNOLOGY GROUP	LOCAL BACKUP AGREEMENT	40.00
FOLLETT SOFTWARE COMPANY	TITLE LASER-PRINT LABELS	89.48
FOOD NETWORK MAGAZINE	FOOD NETWORK MAGAZINE 1 YR SUB	19.97
KAPCO	BOOK TAPE	72.24
OCLC INC	ILL MONTHLY SUBSCRIPTION	48.67
OMAHA WORLD HERALD	ANNUAL SUBSCRIPTION	110.24
ORIENTAL TRADING CO. INC.	SNOWFLAKE CRAFT KIT	70.74
CARD SERVICES	NYLON ROPE	11.99
TRI-STATE OFFICE PRODUCTS	SHARPIE	107.21
		=====
	LIBRARY DEPARTMENT	2,605.70
	POOL DEPARTMENT	
MONGAN PAINTING CO. INC.	LABOR	342.00
		=====
	POOL DEPARTMENT	342.00
		=====
	GENERAL FUND	37,516.80
	STREET FUND	
	ADMIN	
BULLDOG AUTO PARTS	TIRE REP BROWN STRING	86.10
GILBERT SERVICES	EXHAUST PIPE	49.99
JEO CONSULTING GROUP INC.	AUBURN "P" STREET BRIDGE	7,565.00
CARD SERVICES	GLOVE WELDERS	39.96

VENDOR NAME	REFERENCE	VENDOR TOTAL
ROSE EQUIPMENT INC	NUVO 6690 PALLET 3	3,209.36
SACK LUMBER COMPANY	3/4 EXT SCREW	7.99
STUTHEIT IMPLEMENT CO.	SCREW	154.31
		=====
	ADMIN	11,112.71
		=====
	STREET FUND	11,112.71
	KENO FUND	
	KENO BETTERMENT	
AUBURN FIRE DEPARTMENT	REMODELING FIRE HALL	3,395.98
HEARTLAND SEATING INC	THEATER PROJECT SEATING	30,000.00
LYNCH'S HARDWARE & GIFTS	REMODELING FIRE HALL	212.92
		=====
	KENO BETTERMENT	33,608.90
		=====
	KENO FUND	33,608.90
		=====
**** PAID TOTAL ****		82,238.41
		=====
***** REPORT TOTAL *****		82,238.41
		=====

County Clerk of the County of Nemaha

Joyce Oakley, County Clerk

Diane Johnson, Deputy

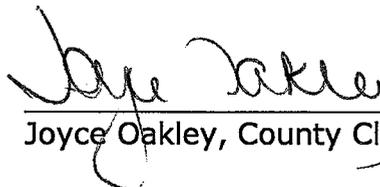
Mayor Scott Kudrna
& Council Members City of Auburn
1101 J St
Auburn NE 68305

Dear Mayor Kudrna and Council Members:

I, Joyce Oakley, County Clerk for the County of Nemaha County, Nebraska do hereby certify that the following votes were cast in the General Election held on the 6th day of November, 2012 for City of Auburn:

Candidate	Votes Received
1st Ward	
Thomas D. Clark	220
Dennis Goering	183
Write In Votes	2
2nd Ward	
Frank J. Critser	201
Rick Janssen	332
Write In Votes	2
3rd Ward	
Chris Erickson	205
Jeff Jeanneret	295
Write In Votes	0

Witness my hand and official seal this 19th day of November, 2012.



 Joyce Oakley, County Clerk



BOARD OF PUBLIC WORKS
2013 BUDGET STATEMENT

2013 Budget Statement - Electric Department	Actual 2011	Actual/Est. 2012	Budget 2013
Revenues:			
Operating	\$ 5,673,299	\$ 5,900,778	\$ 6,341,157
Interest	90,595	109,510	100,053
Other	42,525	41,034	25,600
Total Revenues	\$ 5,806,419	\$ 6,051,322	\$ 6,466,810
Expenditures:			
Operating, Includes Depreciation	5,344,207	5,738,614	6,190,114
Debt Service (Principal & Interest)	-	-	-
Capital Improvements	181,213	601,353	357,000
Less Contribution-In-Aide-Of-Construction	(29,392)	(29,392)	(29,392)
Other	59,705	37,299	7,923
Total Expenditures	\$ 5,555,733	\$ 6,347,874	\$ 6,525,645
Subtotal: Revenues Less Expenditures	250,686	(296,552)	(58,835)
Accrual Reconciliation	319,356	239,197	558,835
Increase or (Decrease) in Unencumbered Cash	\$ 570,042	\$ (57,355)	\$ 500,000
Cash Balance Beginning of Year	\$ 6,944,577	\$ 7,514,619	\$ 7,457,264
Cash Balance/Reserve End of Year (Unencumbered)	\$ 7,514,619	\$ 7,457,264	\$ 7,957,264
Encumbered Cash & Investments:			
Balance/Reserve at End of Year	-	-	-
Insurance Funds (Pension)	-	-	-
Debt Service Accounts	277,295	280,415	281,200
Bond Fund Reserve Account	-	-	-
Employees' Deferred Compensation	-	-	-
Customer Deposit Funds	64,575	74,002	78,000
Escrow Account	-	-	-
Total Encumbered Cash and Investments	\$ 341,870	\$ 354,417	\$ 359,200

**BOARD OF PUBLIC WORKS
2013 BUDGET STATEMENT**

2013 Budget Statement - Water Department	Actual 2011	Actual/Est. 2012	Budget 2013
Revenues:			
Operating	\$ 928,015	\$ 1,046,588	\$ 1,086,476
Interest	8,739	5,465	3,750
NDEQ Loan & Loan Forgiveness	-	-	-
Other	17,739	9,193	5,827
Total Revenues	\$ 954,493	\$ 1,061,246	\$ 1,096,053
Expenditures:			
Operating, Includes Depreciation	813,619	1,065,304	1,163,066
Debt Service (Principal & Interest)	753,122	246,513	250,000
Capital Improvements	420,456	23,348	873,500
Less Contribution-In-Aide-Of-Construction	-	-	-
Other	-	-	-
Total Expenditures	\$ 1,987,197	\$ 1,335,166	\$ 2,286,566
Subtotal: Revenues Less Expenditures	(1,032,704)	(273,920)	(1,190,513)
Accrual Reconciliation	1,132,070	385,241	231,500
Increase or (Decrease) in Unencumbered Cash	\$ 99,366	\$ 111,321	\$ (959,013)
Cash Balance Beginning of Year	\$ 668,213	\$ 767,579	\$ 878,900
Cash Balance/Reserve End of Year	\$ 767,579	\$ 878,900	\$ (80,113)
(Unencumbered)			
Encumbered Cash & Investments:			
Balance/Reserve at End of Year			
Insurance Funds			
Debt Service Accounts			
Bond Fund Reserve Account			
Employees' Deferred Compensation			
Customer Deposit Funds	6,655	8,480	8,500
Total Encumbered Cash and Investments	\$ 6,655	\$ 8,480	\$ 8,500

**BOARD OF PUBLIC WORKS
2013 BUDGET STATEMENT**

2013 Budget Statement - Wastewater Department	Actual 2011	Actual/Est. 2012	Budget 2013
Revenues:			
Operating	\$ 1,084,562	\$ 1,139,391	\$ 1,135,726
Interest	7,743	5,458	4,500
USDA loan & Grant (interim financing ASB)	690,386	-	-
Other	420	1,232	140
Total Revenues	\$ 1,783,111	\$ 1,146,082	\$ 1,140,366
Expenditures:			
Operating, Includes Depreciation	656,162	1,020,552	1,166,362
Debt Service (Principal & Interest)	470,400	470,400	470,400
Capital Improvements	522,777	208,811	37,000
Less Contribution-In-Aide-Of-Construction	-	-	-
Other	-	-	-
Total Expenditures	\$ 1,649,339	\$ 1,699,763	\$ 1,673,762
Subtotal: Revenues Less Expenditures	133,772	(553,681)	(533,395)
Accrual Reconciliation	(109,991)	514,440	778,189.27
Increase or (Decrease) in Unencumbered Cash	** \$ 23,781	\$ (39,241)	\$ 244,794
Cash Balance Beginning of Year	\$ 1,587,053	\$ 1,610,834	\$ 1,571,593
Cash Balance/Reserve End of Year (Unencumbered)	\$ 1,610,834	\$ 1,571,593	\$ 1,816,387
Encumbered Cash & Investments:			
Balance/Reserve at End of Year			
Insurance Funds	-	-	-
Debt Service Accounts	165,724	257,282	348,006
Bond Fund Reserve Account	-	-	-
Employees' Deferred Compensation	-	-	-
Customer Deposit Funds	4,835	7,060	7,200
Total Encumbered Cash and Investments	\$ 170,559	\$ 264,342	\$ 355,206

**BOARD OF PUBLIC WORKS
2013 BUDGET STATEMENT**

ELECTRIC DEPARTMENT			
Summary of all Funds	Actual 2011	Actual/Est. 2012	Budget 2013
Beginning Balance	\$ 6,944,577	\$ 7,514,619	\$ 7,457,264
Total Revenue	5,806,419	6,051,322	6,466,810
Funds Available	12,750,996	13,565,941	13,924,074
Total Expenditures	5,555,733	6,347,874	6,525,645
Accrual Reconciliation +/-	319,356	239,197	558,835
Ending Unrestricted Balance	\$ 7,514,619	\$ 7,457,264	\$ 7,957,264
Ending Restricted Balance	\$ 341,870	\$ 354,417	\$ 359,200
WATER DEPARTMENT			
Summary of all Funds	Actual 2011	Actual/Est. 2012	Budget 2013
Beginning Balance	\$ 668,213	\$ 767,579	\$ 878,900
Total Revenue	954,493	1,061,246	1,096,053
NDEQ Loan & Loan Forgiveness	-	-	-
Funds Available	1,622,706	1,828,825	1,974,953
Total Expenditures	1,987,197	1,335,166	2,286,566
Accrual Reconciliation +/-	1,132,070	385,241	231,500
Ending Unrestricted Balance	\$ 767,579	\$ 878,900	\$ (80,113)
Ending Restricted Balance	\$ 6,655	\$ 8,480	\$ 8,500
WASTEWATER DEPARTMENT			
Summary of all Funds	Actual 2011	Actual/Est. 2012	Budget 2013
Beginning Balance	\$ 1,587,053	\$ 1,610,834	\$ 1,571,593
Total Revenue	1,783,111	1,146,082	1,140,366
USDA Loan & Grant (Interim financing ASB)	-	-	-
Funds Available	3,370,164	2,756,916	2,711,959
Total Expenditures	1,649,339	1,699,763	1,673,762
Accrual Reconciliation +/-	(109,991)	514,440	778,189
Ending Unrestricted Balance	\$ 1,610,834	\$ 1,571,593	\$ 1,816,386
Ending Restricted Balance	\$ 170,559	\$ 264,342	\$ 355,206
<p>Notice is hereby given that the Board of Public Works has filed a proposed proprietary budget statement with the Auburn City Clerk. The Mayor and City Council shall conduct a public hearing on the proposed budget statement. Said public hearing will be held on the 10th day of December 2012 at 7:10 P.M. at the City Council Chambers, 1101 J Street, for the purpose of hearing testimony related to the proposed proprietary budget statement. The full proposed proprietary budget statement and prior year's financial history are available for public review with the City Clerk during normal business hours.</p>			
Sherry Heskett - Auburn City Clerk		November 29, 2011	



1205 L Street
Auburn, Nebraska 68305

December 3, 2012

Dear Council men and women:

Scotty's Garden has requested to be on the agenda for the December 10, 2012, City Council meeting. March of 2012, the City Council approved the conception of Scotty's Garden at 1905 N Street (formerly Charlie Hahn's property). Since that time, Scotty's Garden committee has been working on activities, fundraising and grants to help fund and raise awareness of the project. Some of the activities on the site this year have included: the Auburn Tree Board along with the area preschoolers planted a tree in honor of Arbor Day, International Mud Day was held with the support and help of the Auburn Volunteer Fire Department and most recently there was a hat and mitten Giving Tree for SENCA, cookie decorating and Christmas wreath sales for the Christmas on the Square.

Scotty's Garden has consulted with the Arbor Day Foundation and Dimensions Education and has a professional design. This design is created to be safe and functional. It is designed to be American Disabilities Act compliant with all natural materials. There is a committee working on furthering this project with Terry Fulton as the project manager.

It was suggested by a council person to seek funds from the Keno account, as those funds are used to support community projects. Scotty's Garden is located in an area where there are approximately 500 children. We would like to have this project completed by the fall of 2013, but the sooner the better. A committee member has been submitting grants. We have collected \$6700.00 so far. The funds have been raised by a family having a garage sale, a couple of children having a lemonade stand, the Nemaha County Foundation grant and a child asking for donations to Scotty's Garden instead of birthday presents.

We come to you asking for \$20,000 from the Keno fund. Our goal is to keep our costs to \$45,000. We have many people willing to volunteer to help create the Garden. We are hoping to find and use natural materials from the area, some of which may be free of cost. When the City Street department cuts down trees, we are hoping to use them in the space. A fair amount of limestone is being donated for us to use instead of buying flagstone. We are currently looking to find rocks and medium size boulders that can be used. Most of the benches will be made out of logs. The funding that we need is to purchase the musical instruments, accessories, wood chips and the fence. We are not asking to have the funds today, but to secure the funds for this spring/summer when we are ready to install these items.

We do have a plan to work through the winter as the weather permits. Currently there are piles of dirt on the lot. Terry will be leveling the dirt and letting it settle this winter. While that area is settling we will be working on the west end and creating the classrooms. We are hoping to put the limestone floor in and have two classrooms complete. We will be asking volunteers to start building the benches, storage sheds and cut the tree cookies for another classroom floor.

Scotty's Garden appreciates the council and community support we have received. We would like to complete this project as soon as possible and let the children of our community learn, create, explore and garden.

Thank you for your time,

Scotty's Garden



Our Mission...

To create and sustain an outdoor classroom for families of the Auburn community to experience nature as an integral part of learning.

Our Vision...

- To foster collaboration among organizations and individuals that serve children in our community.
- To inspire children to have a positive connection with nature.
- To create an environment that encourages learning and appreciation of the world around them.

Scotty's Garden

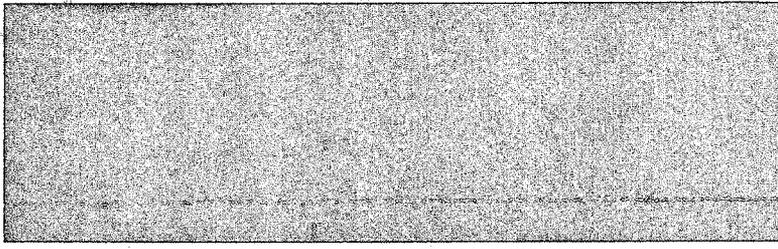
A PLACE FOR KIDS TO GROW!

Donations can be sent to: **Scotty's Garden**
1205 L
Auburn, NE 68305

DONATION LEVELS...

- \$1-\$100 Acorn
- \$101-\$250 Pinecone
- \$251-\$500 Maple
- \$501-\$1000 Sycamore
- \$1001-\$2500 Cottonwood
- \$2501-\$5000 Oak

All donations are tax deductible.



To learn more about Scotty's Garden, schedule a presentation for your organization, or volunteer your time or talents... give us a call!

Deb Reiman 402-274-8846 debreiman@gmail.com
Kim Beger 402-274-7299 knbeger@gmail.com

Scotty's Garden will be a
Certified Nature Explore
Classroom in Auburn,
Nebraska.

Learn...Play...Grow

Our Design...

Estimated Cost...\$45,000



A ENTRY

- CONTEXTUAL ARBOR (PHOTO 1)
- EWF FLOORING

B GATHERING AREA

- AT-EASE BENCHES (2)
- EWF FLOORING

C NATURE ART AREA

- (2) NATURE ART TABLE (3)
- STUMP STOOLS
- STORAGE UNIT (4)
- LOCAL/REGIONAL FLAGSTONE FLOORING

D PATHS THROUGH PLANTINGS

- ADA ACCESSIBLE SLOPE
- EWF FLOORING
- VARIETY OF PLANTS WITH VARIED BLOOM-TIME, COLORS AND SCENTS (5)

E GARDEN AREA

- RAISED BEDS (6)
- NATURAL STEPS
- STORAGE UNIT
- RAIN BARRELS (7)
- EWF FLOORING

F SAND AREA

- BORDER OF LOCAL STONE
- AT-EASE BENCH
- VERTICALS TO ATTACH COVER
- SAND FILL

G RAIN GARDEN

- VARIETY OF NATIVE, WATER-TOLERANT PLANTS
- BORDER OF LOCAL STONE
- APPROPRIATE DRAINAGE TO AVOID POOLING

H MUSIC & MOVEMENT AREA

- MARIMBA (8)
- ACCESSIBLE STAGE (9)
- STORAGE UNIT
- EWF FLOORING

I CLIMBING & CRAWLING AREA

- 5'x5' PLATFORMS FROM DECKING (10)
- EXTEND VERTICALS, ADD HORIZONTALS
- BOULDER RETAINING WALL
- EWF FLOORING

J BUILDING AREA

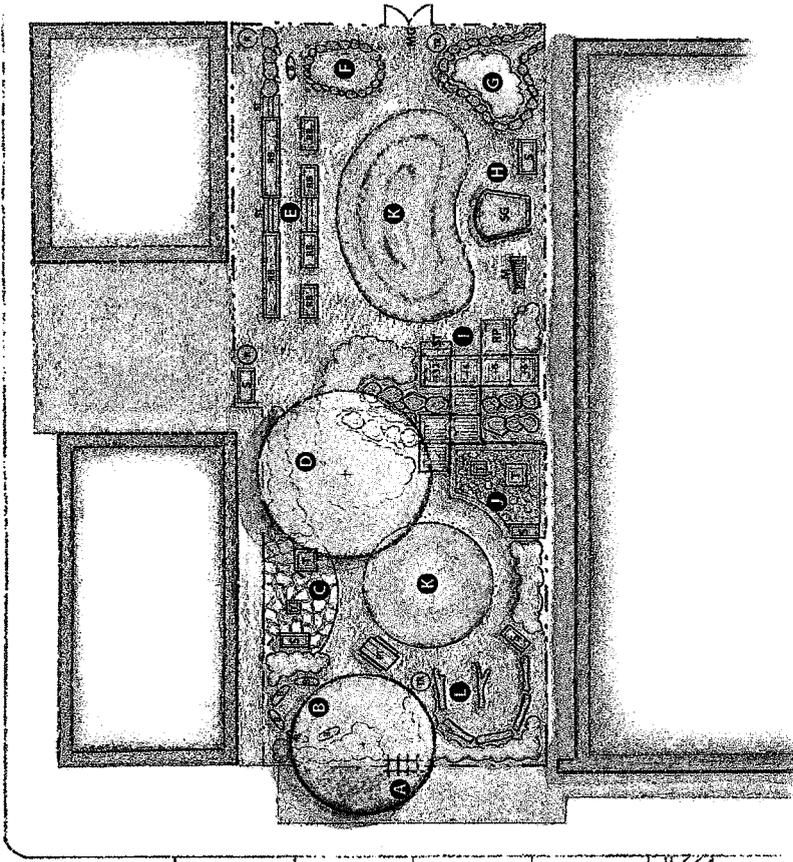
- GIANT TREE COOKIES/LOOSE PARTS
- (2) DISCOVERY TABLE
- SPLIT RAIL FENCE (11)
- STORAGE UNIT
- TREE COOKIE FLOORING

K OPEN AREA

- SHAPED TURF
- INSTALL LOCAL SOD

L MESSY MATERIALS AREA

- 4'-9" LOGS AT PERIMETER
- LOG OF INTEREST (12)
- EWF FLOORING
- STORAGE UNIT

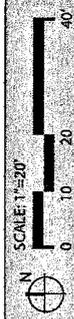


LEGEND

S - STORAGE	PT - PICNIC TABLE	RB - RAISED BED
RP - RAMP	R - RAIN BARREL	T - TABLE
ST - STEPS	B - BENCH	SG - STAGE
MG - MAINT. GATE	M - MARIMBA	TR - TRASH/RECYCLING



"Scotty's Garden" | Auburn, NE | Concept Plan | 3.21.12

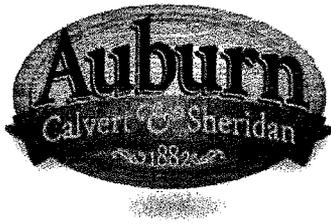


Nature Explore is a collaborative project of Arbor Day Foundation and Dimensions Educational Research Foundation ©2011 Dimensions Foundation

NOT INTENDED FOR CONSTRUCTION

www.scottysgarden.com

"Like" Scotty's Garden on Facebook!



City of Auburn Addressing Policy

Policy Summary

- This policy hereby establishes a uniform procedure for assigning addresses to buildings and other structural entities fronting on all public and private roads in the City of Auburn.
- The Board of Public Works assigns addresses with public safety as its primary priority.
- The Board of Public Works is the addressing authority and is responsible for assigning, verifying and changing addresses.
- All principal dwellings, business establishments, meeting halls, occupied recreational lots, standalone utility sites, and peripheral outbuildings shall be addressed in accordance with this policy.
- Addresses along roadways will be in sequential order, to aid emergency response personnel as well as delivery services in locating addresses more efficiently.
- Display of building addresses must adhere to City Ordinance 150.30 IBC Section 501.2 Amendment and this policy.

Purpose

The purpose of the Address Policy is to provide clarification for the issuance of addresses within the City of Auburn limits.

Definitions

• SITE

A site address denotes the address of a single legal parcel.

• BUILDING/MAIL

The principal dwelling, business establishment, meeting hall or occupied recreational lot for which an address needs to be established. Other buildings such as peripheral outbuildings, sheds, garages and such shall require an address when it is in the best interest of public safety, as deemed necessary by the City of Auburn.

• PRIMARY ADDRESSES

A one to five-digit number that falls within the City addressing grid system and does not begin with zero. It will fall within the hundred block range of crossing numbered or named streets. All addresses start with this Primary number.

• SECONDARY ADDRESSES

Denotes the division of a primary address into secondary units or suites.

Address definitions may be changed by the Board of Public Works at any time due to public safety requirements.

Address Base Lines

Addressing base lines determine the decreasing or increasing nature of addresses in reference to the established street grid.

- Addresses will increase from north to south and from east to west
- All buildings facing or accessed from diagonal roads shall be addressed the same as buildings on northerly and southerly roads if the diagonal runs more from north to south. The same rule shall apply on easterly and westerly roads if the diagonal runs more from west to east. The direction of the road will be as determined by the Board of Public Works.
- Meandering roads or other roads that do not follow a main direction shall be determined by the Board of Public Works to be as mainly running east/west or north/south and be numbered consistently along its length in regard to direction.
- Roads under the same name that turn abruptly from one predominant direction to another, shall be addressed consistently in one direction throughout their length according to whichever direction is the longest or as deemed appropriate by the Board of Public Works.

Address Methodology

- All addresses on the north side of east/west roads and on the west side of north/south roads shall be even. All addresses on the south side of east/west roads and on the east side of north/south roads shall be odd. Roads on a diagonal or meander shall follow this system consistent with the direction they are considered to run for addressing purposes.
- All addresses shall be assigned along roads in sequential order in relation to the grid.
- If the structure to be addressed is within fifty feet of the road and the access is in good view, it shall be addressed according to its placement in relation to the grid. If the structure is more than fifty feet from the road or the terrain makes it not visible from the road, it will be addressed according to the location of the driveway or access.

- There may be more than one address assigned to a legal parcel of land. Additional addresses may be assigned to peripheral buildings located on a single, legal parcel of land when any of the following characteristics exist:
 - The additional building or buildings are habitable or tenantable for residential, commercial, or business purposes.
 - There is power and/or telephone service to the building.
 - The building is not visible or accessible by emergency services from the main building.
- The City of Auburn shall use whole numbers in Primary and Secondary addressing and will not use half numbers, fractions or combination of letters and numbers.
- Secondary addressing will adhere to the following standards:
 - Accessory Dwelling Unit's will be assigned a UNIT designation followed by a letter, usually B.
 - Condos will be assigned UNIT designation followed by a number ranging from 101-9999 based upon floor level and will be done clockwise from the main entrance of the building. Units below grade will be assigned 1-99.
 - Townhomes will be assigned UNIT designation followed by a letter if unit count per major building is greater than or equal to 3.
 - Townhomes will be assigned individual primary numbers if unit count is less than 3.
 - Businesses will be assigned Suite designation followed by a number ranging from 101-9999 based upon floor level and will be done clockwise from the main entrance of the building. Suites below grade will be assigned 1-99.
- Mobile Home Parks will be assigned one primary address according to the main entrance, typically associated with Lot #1. Each mobile home will be assigned this primary address and a secondary designator that specifies which lot it occupies.
- No address shall be deleted. If an address is found to be no longer in use due to permitting, zone changes, egress/ingress changes or anything deemed necessary, the address will be retained, but not deleted, and will be designated as inactive.

Address Display

- Display of addresses in the City of Auburn shall adhere to City Ordinance 150.30 IBC Section 501.2 Amendment. If any portion of this policy conflicts with the Auburn City Code of Ordinances, the Auburn City Code of Ordinances overrides this policy.

- All materials used to display address shall be paid for by property owner
- Approved numbers or addresses shall be posted for new buildings and on construction sites in such a position as to be clearly visible and legible from the street or roadway fronting the property.
- When a building is situated where the view of the building is blocked, the number shall be conspicuously placed on a post, gate, fence, tree, etc.
- Addressable entities other than buildings, such as recreational lots or standalone utility sites, shall display the address at the access or driveway in the same manner as when the view of the building is blocked.
- On a corner lot, the building number shall face the road named in the address.

Address Enforcement

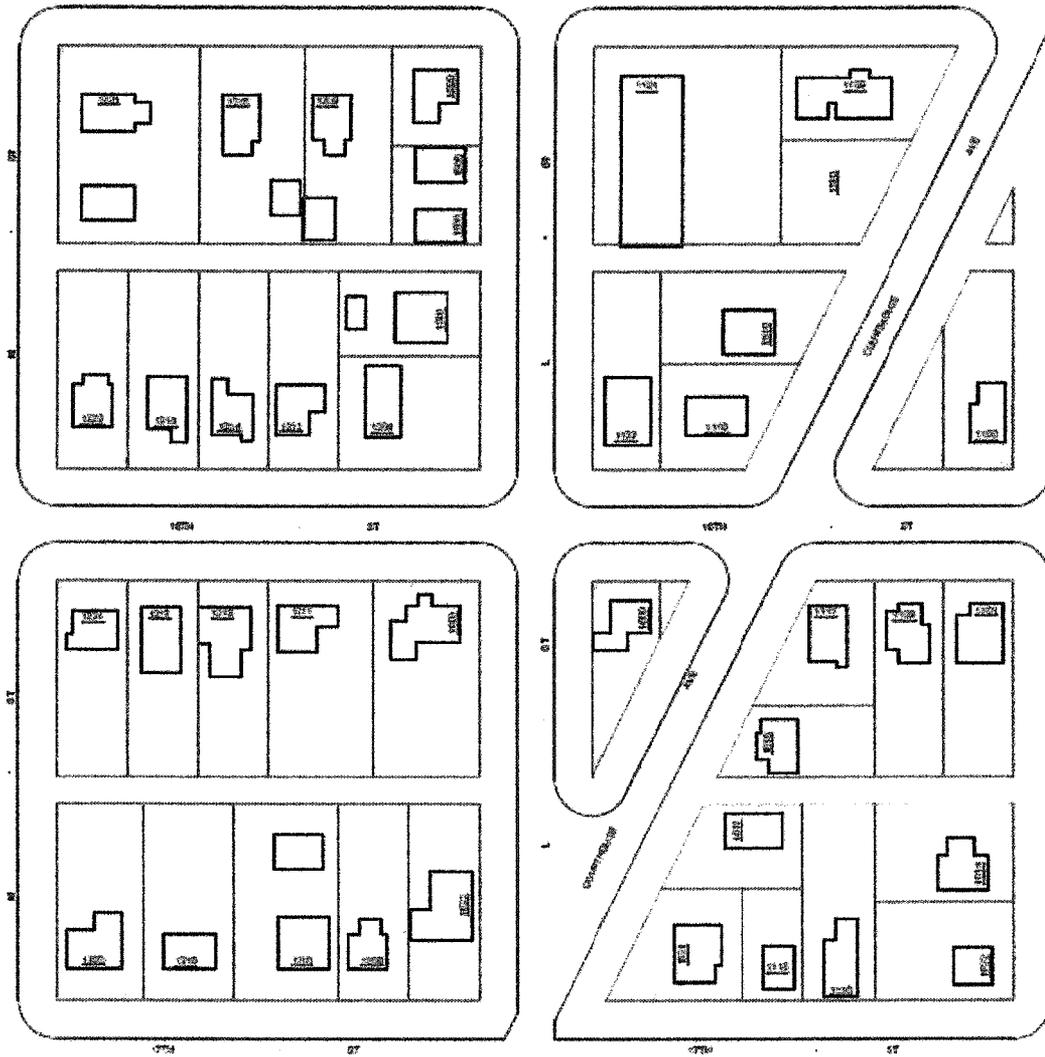
- Whenever any building is erected or located in the City of Auburn, it shall be the duty of the property owner to procure the correct number(s) for the property from the Board of Public Works and to display the assigned number(s) following the guidelines set forth in this Policy. A temporary sign displaying the assigned number(s) shall be posted at the lot while under construction.
- No permit shall be issued for any building until the owner has procured from the City of Auburn the official address of the premises. Final approval of any structure erected, repaired, altered, or modified after the effective date of this policy shall be withheld by the City of Auburn until permanent and proper numbers have been affixed to said structure.
- Should the City of Auburn be notified in writing that any building, structure or premises does not have an address as herein required, or is not correctly addressed, or said address is not displayed as required, the owner, agent or lessee of the building, structure or premises shall be notified and required to place the property in accordance with this Policy.

Address Notifications

- The Board of Public Works is hereby responsible for notifying appropriate authorities and jurisdictions of any issuance or modification of addresses.
- These jurisdictions or authorities include but are not limited to:
 - E-911
 - Building Inspector
 - City of Auburn
 - Auburn Fire & Rescue Department

- Nemaha County Assessor
- United States Postal Service
- Legal Property Owner of which the address was assigned

Addressing Sample





Region V
Mental Retardation
Services

AGENDA ITEM
NO 21

PROPOSAL

Proposal Submitter

Name City of Auburn
Address 1101 J Street
City Auburn, State NE
Phone _____

Date 10/30/12
Page Number _____ of _____ Pages
Proposal Number _____
Work to be performed at _____

Region V Mental Retardation Services is pleased to submit the following PROPOSAL:

To clean Bathrooms at the city parks as specified by Mayor Kundra

Legion Park - twice a week @ \$10.00 per time = \$20.00 per week.
Rotary Park - twice a week @ \$10.00 per time = \$20.00 per week.
Irvin Park once a month @ \$10.00
Sports Complex - 2 sets of Bathrooms \$20.00 per time.
(Depends on game schedule as to how often it gets cleaned)

We will be using city cleaning supplies and equipment.
We will set the days to clean per city's request.
Sends will provide Workers Comp Ins. (See attached certificate)

The above work will be performed in accordance with the drawings and specifications submitted for above work and completed in a workmanlike manner for the sum of

_____ DOLLARS (\$ _____)

With payments to be made as follows:

Changes in the above specifications may be made only upon written agreement, and extra charges will be made. All agreements are contingent upon strikes, accidents or delays beyond our control. This proposal may be withdrawn by us at any time before acceptance.

Respectfully submitted

Bob Kinghorn
AD SENDS

ACCEPTANCE

The above prices, specifications and conditions are accepted. Payments will be made as set forth above.

Signature _____ Date _____
Signature _____ Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNICO Group 4435 O Street Lincoln NE 68510		CONTACT NAME Cynthia Reinsch PHONE (A/C No. Ext.) (402) 434-7200 FAX (A/C No.) (402) 434-7272 E-MAIL ADDRESS: creinsch@unicogroup.com	
INSURED Region V Services 1430 South St. Suite 203 Lincoln NE 68502		INSURER(S) AFFORDING COVERAGE INSURER A Dakota Truck Underwriters NAIC # 34924 INSURER B: INSURER C: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12/13 WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (INSR) / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GENL. AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> AGG. <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED. EXP. (All claim periods) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per acc. limit) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEC. <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE OFF OR EMPLOYEE EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A (Mandatory in NH) If use description under DESCRIPTION OF OPERATIONS ONLY		WC-10-0001862	7/1/2012	7/1/2013	<input type="checkbox"/> WC STAT. <input type="checkbox"/> OTHER TRIP. LIMITS EL EACH ACCIDENT \$ 500,000 EL DISEASE - CA EMPLOYED \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Auburn Program

CERTIFICATE HOLDER (402) 274-5153 State of Nebraska Department of Roads Bob/Sonja 1033 O Street, Ste 535 P O Box 98947 Lincoln, NE 68509	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE J. Scott Nelson/CF <i>J. Scott Nelson</i>
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Auburn Memorial Library

1810 Courthouse Ave, Auburn, NE 68305
402.274.4023
www.auburnmemoriallibrary.com

December 3, 2012

The Foundation and the U.S.D.A will be having their loan closing meeting this month. Two of the requirements are that the Interlocal Agreement between the County of Nemaha and the City of Auburn be updated, and a Lease Purchase Agreement between the City and the Foundation be agreed upon.

There are two things in the Interlocal Agreement that I am requesting the U.S.D.A. change. Under section C, #1 it states that the City of Auburn will determine the reasonable user fee for the county residents. That is a decision that the Library Board makes since they are a governing board. Also under section C, #9 needs to be removed entirely because we did not require an easement from the County. We were within the original boundaries.

I am still waiting to hear from the U.S.D.A representative.

I would like to request that the City Council approve the Mayor to sign these documents after the aforementioned changes take place.

I have taken the Interlocal Agreement to the County Commissioners and the City Attorney. The last I spoke with the County Clerk, she was having the County Attorney look at it.

Heather Koeneke,
Director

**AGREEMENT FOR COOPERATIVE USE OF LAND
UNDER THE INTERLOCAL COOPERATIVE ACT**

THIS AGREEMENT made and entered into by and between the City of Auburn, Nemaha County, Nebraska, hereinafter referred to as "City" and the County of Nemaha, in the State of Nebraska, hereinafter referred to as "County".

A. DEFINITIONS

1. Interlocal Cooperation Act shall refer to the Act set forth in Sections 13-801 to 13-827 incl. R.R.S. Nebr. (1943) as amended.
2. Library shall mean the existing Auburn Public Memorial Library located on the land described in Exhibit "A".
3. Library addition shall mean an irregular shaped one story building approximately 30.13 feet east and west by 95.30 feet north and south, containing 2,600 square feet, more or less to be added to the library to the west of the existing library.

B. SCOPE AND PURPOSE

All parties to this contract agree to the following:

1. That it is necessary and desirable for the City of Auburn to build an addition to the library.
2. It is necessary and desirable for the County of Nemaha to secure use of the additional facilities for the benefit of Nemaha County residents who reside outside city limits.
3. It is necessary and desirable for the County to allow the City to use the land hereinafter described for the Library and for the purpose of erection, construction, use and maintenance of a library addition.
4. That the County of Nemaha owns land in the City (description attached hereto as Exhibit "A") that is an appropriate site for the library, which the City and Auburn Memorial Library Foundation, Inc., wishes to build an addition to.
5. That the County is willing to allow the City and Auburn Memorial Library Foundation, Inc. to build the proposed Library addition on the land described in Exhibit "A" in exchange for access to the library and library addition for the residents of Nemaha County who are not residents of the City.
6. It is to the mutual benefit of the City and County to enter into an Interlocal Cooperation Agreement to allow the City and the Auburn Memorial Library Foundation, Inc. to build the proposed Library addition on the County's property described in Exhibit "A".

C. AGREEMENT

Therefore, the City and County hereby enter into an Interlocal Cooperation Agreement pursuant to the act according to the terms and conditions set out herein:

1. In return for Nemaha County agreeing to let the City of Auburn use its real estate for the development and operation of a public library, the City of Auburn agrees to let Nemaha County residents who are not residents of the City, use the library and any additions thereto;

provided, that a reasonable user fee, as may be determined by the City of Auburn, is paid by users who are County residents who are not residents of the City; provided further, such fee shall not exceed the cost per resident of the City of Auburn; figured as a pro-rata share of City taxes paid toward the library plus any fees charged to City residents.

2. That the duration of this agreement shall be for as long as the real estate herein described is used for public library purposes.

3. That no separate legal entity is created by this agreement.

4. That the Mayor of the City of Auburn shall be the administrator responsible for administering this cooperative undertaking.

5. That when the property is no longer used for a public library, the City shall return possession of the real estate herein described to the County.

6. That the addition will be built to the existing Auburn Memorial Library.

7. That the City of Auburn will enter a Lease with the Auburn Memorial Library Foundation, Inc. for the use of the new addition. The Lease will provide for payment of the debt to the U.S.D.A. Rural Development over the forty (40) year term of the loan.

8. At the conclusion of the forty (40) year term of the Lease or when the U.S.D.A. Rural Development loan has been paid in full, whichever first occurs, the addition shall be conveyed to the City. USDA Rural Development will need to concur with any proposed sale or transfer of the property so long as the USDA Rural Development loan and mortgage remains outstanding.

9. That County will give an easement to the Auburn Memorial Foundation, Inc. for the purpose of building the addition to the library.

10. The County will execute a mortgage to U.S.D.A. Rural Development to place a lien on the real estate described on Exhibit "A" to secure the loan for the library addition. The County will not be responsible for the payment on said loan.

11. The financing of the library and budgeting for the library's operation shall be the responsibility of the city.

12. That the plans for the library addition, construction of the library addition, and maintenance and use of the library addition shall be under the control of the Auburn Memorial Foundation, Inc. and the City of Auburn, Nebraska. The library shall be under the exclusive control of the City and all construction, maintenance, and grounds keeping shall be the responsibility of the City and the costs will be paid by the City.

13. That the City hereby agrees to hold the County harmless from and against any and all claims, demands, judgments, liabilities, loss, damage, or expense of every kind and nature which it shall sustain or incur as a consequence of having entered into this agreement, to include attorney fees.

14. The County shall retain title to the land as described in Exhibit "A" upon which the Auburn Memorial Library Foundation, Inc. builds the library addition and shall retain the right to control the sale or transfer of said real property under such conditions as the County sees fit and as are consistent with its Interlocal Cooperative Agreement with the City of Auburn. USDA Rural Development will need to concur with any proposed sale or transfer of the property so long as the USDA Rural Development loan and mortgage remains outstanding.

15. The City shall retain title to all personal property involving the library addition and the library building itself and shall retain the right to control the sale and transfer of said personal property and library building under such conditions as the City sees fit and as are consistent with its Interlocal Cooperative Agreement with Nemaha County, Nebraska. USDA Rural Development will need to concur with any proposed sale or transfer of the property so long as the USDA Rural Development loan and mortgage remains outstanding.

16. The Auburn Memorial Library Foundation, Inc. shall retain its easement/leasehold interests in the lands described in Exhibit "A" for the term of the Lease Purchase Agreement entered into with the City of Auburn. Upon the termination of this lease the Auburn Memorial Library Foundation, Inc. agrees to execute and releases or conveyances to divest their interests in the real property described in Exhibit "A".

17. Neither the City of Auburn nor the County of Nemaha may withdraw or terminate this agreement (prior to the date this property ceases to be used for a public library) except with the written concurrence of each party.

18. In the event the parties hereto cannot agree, the City and the County each retain their independent rights to litigate the terms and operations of this Interlocal Cooperative Agreement.

19. This Agreement supersedes and replaces the Agreement for Cooperative Use of Land Under the Interlocal Cooperation Act that was entered into between the City and County on May 24, 1994.

THIS AGREEMENT shall be adopted by an ordinance of the City and a resolution of the County.

Dated: ____ day of _____, 2011.

COUNTY OF NEMAHA,
STATE OF NEBRASKA

By: _____
Chairman

Member:

Dated: ____ day of _____, 2011.

CITY OF AUBURN, NEMAHA COUNTY,
NEBRASKA

By: _____
J. Scott Kudna, Mayor

Attest:

City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF NEMAHA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, _____, and _____, Nemaha County Board of Commissioners, on behalf of the County of Nemaha, State of Nebraska.

Notary Public
My commissions expires: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF NEMAHA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by J. Scott Kudna, Mayor of the City of Auburn, Municipal Corporation on behalf of the Corporation.

Notary Public
My commissions expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

An irregular tract of land described by the following: Lot Five (5), Block Twenty-Seven (27); Lot six (6), block Twenty-Seven (27); Vacated "M" Street located between Lot Six (6) Block Twenty-Seven (27) and Lot One (1), Block Twenty-Eight (28), and North of the ally to 18th Street of Block Twenty-Eight (28); and East 30.0 feet of Lot One (1), Block Twenty-Eight (28), Howe, Nixon and Willson's Addition to Auburn, Nemaha County, Nebraska.

The Auburn Memorial Library Foundation, Inc. / City of Auburn, NE.

LEASE PURCHASE AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2011, by and between, The Auburn Memorial Library Foundation, Inc. hereinafter referred to as Lessor, and the City of Auburn, Nebraska, hereinafter referred to as Lessee or Tenant.

1. WITNESSETH: Lessor does this day lease unto said Lessee, and said Lessee does hereby take as Tenant under said Lessor, the following described property, including the new library structure to be constructed there:

An irregular tract of land described by the following: Lot Five (5), Block Twenty-Seven (27); Lot six (6), block Twenty-Seven (27); Vacated "M" Street located between Lot Six (6) Block Twenty-Seven (27) and Lot One (1), Block Twenty-Eight (28), and North of the ally to 18th Street of Block Twenty-Eight (28); and East 30.0 feet of Lot One (1), Block Twenty-Eight (28), Howe, Nixon and Willson's Addition to Auburn, Nemaha County, Nebraska.

2. USE OF IMPROVEMENTS: The Lessee shall use the improvements on the above described real estate for a public library.

3. TERM OF LEASE: This Lease shall last for a term of 40 years or until the Lessor's loan with U.S.D.A. Rural Development has been paid in full, whichever in first to occur. This 40 year period shall commence simultaneously with the Lessor's 40 year loan term with the U.S.D.A. Rural Development.

4. AMOUNT OF LEASE PAYMENTS: The Lessee's payment to the Lessor shall be a maximum amount of \$6,000.00 per year. These payments will be payable simultaneously with the Lessor's payment to U.S.D.A. Rural Development. Further, the Lessee agrees to escrow with the Lessor an additional 10% of this payment amount during the first 10 years of said loan for repairs and maintenance of said Library. Further, the Lessee agrees to incorporate into this Lease all further terms and conditions which shall be part of the Lessor's loan with U.S.D.A. Rural Development.

5. INSURANCE: Tenant agrees to maintain liability, property, and workmen's compensation insurance coverage in amounts as may be required by Lessee and USDA Rural Development. Lessee also agrees to make U.S.D.A. Rural Development and or the landlord as loss payees on insurance.

6. LESSEE'S OBLIGATIONS: The Lessee shall be responsible for all costs of the operation of the new library and maintenance of said building. These costs shall include, but not be limited to: building repair, all utility costs, snow removal, lawn care, all insurance costs, and garbage removal.

7. ALTERATIONS: The Lessee shall not make alterations or additions to the leased premises without the Lessor's prior written consent.

8. ASSIGNMENT: The Lessee will not assign or sublet the premise, in whole or in part without the prior written consent of the Lessor. In no event shall the Lessee be relieved of its obligation under the lease. Lessor shall not unreasonable withhold such consent.

9. CASUALTY: If the Leased Premises shall be substantially damaged or destroyed in any single casualty so that the Leased Premises shall be unsuitable for restoration for Lessee's continued use and occupancy as a public library, then, at Lessee's option and in lieu of rebuilding, replacing, or repairing the Leased Premises as provided herein, Lessee may give notice to Lessor, within 30 days after the occurrence of such damage or destruction, of Lessee's intention to terminate this Lease on any business day specified in such notice which occurs not less than 60 nor more than 120 days after the giving of such notice by Lessee, provided that such notice shall be accompanied by a certificate of Lessee, signed by the Mayor or the President of the council of Lessee stating that, in the judgment of the Mayor or President and Council of Lessee, the Leased Premises are unsuitable by reason of such damage or destruction for Lessee's continued use and occupancy as a public library; and provided further, as a part of said notice, Lessee shall give its irrevocable offer to purchase the Leased Premises on such termination date at a price equal to the remaining balance due on the loan of Lessor to USDA Rural Development. If Lessee shall not be in default under this Lease on such termination date, Lessor shall transfer and convey the Leased Premises on such date and shall pay over or assign all rights to receive the proceeds of any insurance payable in connection with such damage or destruction to Lessee, against payment by Lessee of the purchase price therefore.

10. PURCHASE OF LIBRARY: At the conclusion of 40 years, or when the Lessor's loan with U.S.D.A. Rural Development has been paid in full, whichever first occurs, the Lessor hereby agrees to sell to the Lessee, the library addition, for the sum of \$10.00.

11. TAX COVENANT: The Lessee shall levy an annual tax sufficient in rate and amount, taking into account other resources of Lessee, to pay all operation and maintenance costs, repairs, and U.S.D.A. Rural Development reserve and principal and interest payments due on the loan secured by the Lessor for the acquisition and renovation of this facility.

12. LESSEE'S OBLIGATION UNCONDITIONAL: All payments required of Lessee hereunder shall be paid without notice of demand and without setoff, counterclaim, or defense for any reason and without abatement or deduction or defense. Lessee will not suspend or discontinue any such payments, and will perform and observe all of its other agreements in this Lease Agreement, will not terminate this Lease Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the facility, the taking of the facility by condemnation or otherwise, the lawful prohibition of the Lessee's use of the facility, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of the Lease Agreement, or lack of right, power or authority of Lessor to enter into this Lease Agreement, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Lessor, change in the tax or other laws or administrative rulings or action of the

STATE OF NEBRASKA)
) ss.
COUNTY OF NEMAHA)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2011, by J. Scott Kudna, Mayor, City of Auburn herein referred to as Lessee and Tenant.

Notary Public

Resolution

Authorizing Chief Elected Official To Execute Contract & All Necessary Documents for
12-HO-6044 CDBG – Owner Occupied Rehabilitation Program Between NDED and City

WHEREAS, the City of Auburn, Nebraska, as an eligible unit of general purpose government, has been awarded by the Nebraska Department of Economic Development, an Owner Occupied Rehabilitation Grant in the amount of \$224,868 for the purpose of funding an Owner Occupied Rehab Grant program. Local/City funds will not be budgeted for housing rehab assistance; and,

WHEREAS, the City of Auburn, Nebraska will find it in its best interest to enter into such a contract with NDED for said 12-HO-6044 Owner Occupied Rehab project; and,

WHEREAS, the City of Auburn, Nebraska has received said contracts from NDED; and,

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Auburn, Nebraska, hereby directs and authorizes the Mayor of the City of Auburn, Nebraska to proceed with the execution of any and all necessary contracts, documents, or other memoranda so as to implement the noted 12-HO-6044 Owner Occupied Rehabilitation grant project award.

Passed and approved this 10th day of December, 2012.

Scott Kudrna, Mayor, City of Auburn, Nebraska

ATTEST:

Sherry Heskett, City Clerk, City of Auburn, Nebraska

STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACT NO. 12-HO-6044
(owner-occupied property rehabilitation)
CFDA #14.228

This contract is entered into between the State of Nebraska, Department of Economic Development ("Department"), and City of Auburn, Nebraska ("Grantee"), upon the date of signature by both parties.

RECITALS:

- A.** The State of Nebraska has received funds from the U.S. Department of Housing and Urban Development ("HUD") under the authority of Title I of the Housing and Community Development Act of 1974, as amended ("Act"), and 24 C.F.R. Part 570 to implement the State of Nebraska Community Development Block Grant ("CDBG") program.
- B.** The Department has been designated to administer the CDBG program.
- C.** The Grantee has submitted an application ("Application") to the Department, which Application the Department has approved, which Application is incorporated herein by this reference, setting forth a project/program which will undertake community development activities authorized under the Act, particularly in providing owner-occupied home rehabilitation assistance, for low-to-moderate income Nebraskans, using CDBG funds. The project/program consists of assisting housing units located in Auburn, Nebraska, as such units are described, and as the project requirements are prescribed, in this paragraph and in the *Table of Project Requirements* found on the next page of this contract, which *Table* is incorporated within this paragraph by this reference, (the "Project" or the "Program").

[REMAINDER OF PAGE INTENTIONALLY BLANK]

All percentage references in this table, e.g., 60%, include the implied phrase "at or below" prior to the % and the implied phrase "of the area median income per the most recent HUD income limits" after the %.

Table of Project Requirements (for homebuyer assistance, or owner-occupied rehabilitation, project)						
Requirement Descriptions			Data/Comment			
Total number of units in the Project→			7			
Total number of HOME-assisted units→			00			
Number of HOME units 80% for HOME Low-Income Limits→			00			
Number of HOME units 60% for HOME 60% Income Limits→			00			
Number of HOME units 50% for HOME Very Low-Income Limits→			00			
Total number of NAHTF-assisted units→			00			
Number of NAHTF units 100% for HOME Very Low-Income Limits x 2			00			
Number of NAHTF units 80% for HOME Low-Income Limits			00			
Number of NAHTF units 60% for HOME 60% Income Limits			00			
Number of NAHTF units 50% for HOME Very-Low Income Limits			00			
Total number of CDBG-assisted units→			7			
Number of CDBG units 80% for CDBG Low-Income Limits			7			
Number of CDBG units 60% for CDBG 30% Income Limits x 2			00			
Number of CDBG units 50% for CDBG Very Low-Income Limits			00			
Affordability period, if any (source and duration)→			<input type="checkbox"/> HUD-imposed affordability period, specified in Part III of this contract		<input checked="" type="checkbox"/> Nebraska-imposed affordability period, specified in Part III of this contract	
Categories of homebuyers/homeowners to be served→	<input checked="" type="checkbox"/> No restrictions	<input type="checkbox"/> Elderly aged 62 and older	<input type="checkbox"/> Elderly aged 55 and older	<input type="checkbox"/> Persons w/ disabilities (particulars below*)	<input type="checkbox"/> 'Other' (particulars below)	[Reserved]
Particulars as to persons w/disabilities or as to 'Other' category→Not applicable.						

AGREEMENT:

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

PART I: TERMS AND CONDITIONS.

§1.01 Amount, Use, and Payment of CDBG Funds.

The total amount of CDBG funds paid by the Department to the Grantee for allowable expenses incurred will not exceed \$224,868. Of that amount, approved administrative and audit expenses will not exceed \$17,521.

The grant will be used to fund the Project as detailed in the Application, which generally involves owner occupied rehabilitation of single family homes for Auburn, Nebraska.

Part V (Compliance with Applicable Laws and Regulations) of this contract incorporates, as being applicable to this contract, all of the Department's administrative requirements which are contained in the *Nebraska Community Development Block Grant Program Administration Manual*. Those administrative requirements contain many restrictions governing the receipt of CDBG funds from the Department. Included among those restrictions are limitations on the amount of administration expenses the Grantee is allowed, dependent on the Project's status.

Requests by the Grantee for reimbursement of project administration expenses will not be paid by the Department unless a CDBG Certified Administrator is identified and available to conduct administration of the project, at the time of each request for reimbursement of administration expenses, with this requirement applicable at all times through project completion (including final project reports). As a cross-reference, note that §2.08 requires a CDBG Certified Administrator to achieve the initial Release of Funds for the project.

To request payment of allowable expenses, the Grantee must submit a request for payment to the Department, in the manner and form prescribed from time to time by the Department, mailed to the Community and Rural Development Division, Department of Economic Development, 301 Centennial Mall South, P.O. Box 94666, Lincoln, Nebraska 68509-4666.

§1.02 Time of Performance.

The period covered under this contract will be 24 months from September 27, 2012. The termination date of this contract will be September 27, 2014. All of the activities and services required of the Grantee, except for administration and audit, will be completed on or before this date.

§1.03 Incorporation of RECITALS Paragraphs as Agreed Terms of Contract.

All provisions of paragraphs A, B, and C of the RECITALS above are incorporated as agreed provisions of the contract.

§1.04 National Objective Requirement.

Failure by the Grantee to fulfill the national objective of benefiting low-to-moderate income persons will result in grant funds being disallowed and required to be returned to the Department.

§1.05 Conduct of Local Program; Amendments to Local Program Guidelines.

The Grantee's Program must be conducted in the manner; under the criteria; and according to the standards established in the Grantee's guidelines; all as submitted to the Department in the Application, or as required in Part II Special Conditions for Release of Funds (or as later amended with Department approval). The Program must

also be conducted in accordance with the CDBG Administration Manual published by the Department which can be found on the Department's website.

Any amendments to the Grantee's guidelines which materially change the guidelines from their form and content as presented in the Application, must receive the prior, written approval of the Department.

§1.06 Program Income.

Program income is regulated by the provisions of 24 C.F.R. §570.489(e). The text of this regulation should be consulted for definitions and for other guidance concerning program income.

Program income generally means gross income received by the Grantee, or by a subrecipient of the Grantee, that was generated from the use of CDBG funds. Some exceptions to this general rule are detailed in 24 C.F.R. §570.489(e)(2). Program income includes, but is not limited to, the following:

- payments of principal and interest on loans made using CDBG funds.
- proceeds from the disposition (by sale or long-term lease) of real property purchased or improved with CDBG funds.
- proceeds from the disposition of equipment purchased with CDBG funds.
- interest earned on program income pending its disposition.
- interest earned on CDBG funds held in a revolving loan fund's cash balance interest-bearing account.

Program income received prior to the completion of the approved grant activities must be applied to those activities prior to requesting additional CDBG funds from the Department.

PART II: SPECIAL CONDITIONS FOR RELEASE OF FUNDS.

Funding of the amount stipulated in §1.01 of this contract will not be released to the Grantee by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than February 27, 2013. The Department reserves the right to cancel the contract if these special conditions are not met within this specified time frame.

§2.01 Grantee Information Sheet.

Submission and completion of the Grantee Information Sheet.

§2.02 Environmental Review.

Documentation evidencing the Grantee's completion of its responsibilities for environmental review and decision making pertaining to the Program, and its

compliance with the National Environmental Policy Act of 1969 (NEPA), other provisions of Federal law as specified in 24 C.F.R. Part 58, which furthers the purposes of NEPA.

§2.03 Authorization to Request Funds Form.

Completion by the appropriate chief elected official of the Grantee, and submission to the Department, of the Department's Authorization to Request Funds form.

§2.04 Financial Management.

Documentation evidencing completion of all financial management system requirements and execution of the Financial Management Certification form prescribed by the Department.

§2.05 Procurement Standards.

Documentation evidencing adoption of procurement standards equivalent to those established in 24 C.F.R. §85.36 and 24 C.F.R. §570.489.

§2.06 Excessive Force Certification.

Documentation that the Grantee has adopted a policy to prohibit the use of excessive force by local law enforcement agencies against any individual engaged in nonviolent civil rights demonstrations.

§2.07 Fair Housing.

Documentation identifying the local fair housing representative for the Grantee, including the representative's name and contact information. The Grantee must also submit a description of the actions they will take during the course of the grant to fulfill the requirements to affirmatively further fair housing, and submit documentation demonstrating the actions that were actually taken. The requirement to submit documentation demonstrating the actions that were actually taken need not be submitted within the time frame for completion of the special conditions, but as required in §4.06, such documentation must be submitted prior to closeout of the grant. The Department's *Nebraska Community Development Block Grant Program Administration Manual* contains additional detail about affirmatively furthering fair housing.

§2.08 CDBG Certified Administrator Required.

Documentation must be submitted to the Department identifying the CDBG Certified Administrator the Grantee will use for the project. The Department's *Nebraska Community Development Block Grant Program Administration Manual* contains details about the certification process.

In addition to satisfying this special condition as a prerequisite for receiving a Notice of Release of Funds, Grantee should note as a cross-reference the contract provision in §1.01 providing that requests by the Grantee for reimbursement of project administration expenses will not be paid by the Department unless a CDBG Certified Administrator is identified and available to conduct administration of the project at the time of the request(s) for reimbursement.

§2.09 Other Special Conditions.

All of the following must be approved, in writing, as acceptable to the Department, by the Department's Program Representative for Grantee's Program:

- (a) The Grantee's plan for reuse of program income derived from the Grantee's Program.
- (b) The Grantee's program guidelines.

PART III: SOURCES AND USES OF FUNDS; AND OTHER REQUIREMENTS.

§3.01 Sources and Uses of Funds.

SOURCES→	CDBG	OTHER	TOTAL
USES (Activities)↓			
0530 Housing Rehabilitation	\$174,993	\$0	\$174,993
0580 Housing Management	\$32,354	\$0	\$32,354
0181 General Administration	\$17,521	\$0	\$17,521
TOTAL	\$224,868	\$0	\$224,868

The Sources and Uses of Funds table above reflects:

- The anticipated total costs of the CDBG-assisted project.
- The CDBG-assisted activities being funded.
- The sources and amounts of other matching funds required for each activity.
- The maximum authorized CDBG funds for each CDBG-assisted activity.
- The ratio (derived by computation, not expressly shown) of CDBG funds to other matching funds for each CDBG-assisted activity, **which ratio is a further limitation upon the maximum authorized CDBG funds** which may be paid for each activity. The ratio is invoked as a limitation if the actual total costs of the activity are less than anticipated.

[An example illustrates this point: If the anticipated cost of an activity such as the acquisition of equipment was \$100,000, with \$40,000 to be from CDBG funds as the source, and \$60,000 to be from the Grantee as the source—but the actual cost of the machinery turned out to be \$90,000—then the 40% ratio limits CDBG funding to \$36,000, rather than the \$40,000 originally anticipated.]

The proportionality (derived by computation, not expressly shown) of funding from all funding sources, for each activity and for the project in total. Disbursement of CDBG funds will be made only on a pro rata basis with all other funding sources, for each activity and for the project in total. CDBG funds will not be the first funds invested in the project—but rather—CDBG funds will flow into the project in proportion to all other funding sources.

§3.02 Use of Grant Proceeds.

The grant funds will be used by the Grantee to fund the Program as described in ¶C of the Recitals above. The Grantee recognizes and agrees that implementation of the local Program, as that local Program is set forth in the Application, is the responsibility of the Grantee. The specifics of the Grantee's Program will not be reiterated here.

§3.03 Required Recapture of CDBG Funds If Certain Requirements Are Not Met During the Period of Affordability.

CDBG-assisted units are subject to certain requirements, beginning after Project completion, for the affordability period established in Grantee's own program guidelines as reflected in the Application, or for the affordability period reflected in the following tables (whichever is more stringent, i.e., longer):

CDBG funds invested per CDBG-assisted unit:	HUD imposed length of period of affordability (a/ka/ recapture period):
Under \$15,000	None
\$15,000 to \$40,000	None
Over \$40,000	None

CDBG funds invested per CDBG-assisted unit:	State imposed length of period of affordability (a/k/a recapture period):
Under \$15,000	5 years
\$15,000 to \$40,000	5 years
Over \$40,000	5 years

These requirements are: (1) that the housing units be owned by, and be the principal residence of, the assisted homebuyer, or the rehabilitation assisted owner-occupier (as the case may be) for the period of affordability established above; and (2) that those homebuyers or owner-occupiers assisted must be in the income category(ies) established as a Project requirement in the *Table of Project Requirements* in ¶C of the Recitals of this contract, for the period of affordability established above.

Assistance to beneficiaries under the local program will be secured by an appropriate lien instrument, such as a mortgage or deed of trust. The lien instrument must be properly recorded and require, at a minimum, a proportionate repayment by the assisted beneficiary, for the affordability period appropriate for the particular CDBG-assisted unit, measured from the time assistance was initiated, for non-compliance with local program

requirements. The following example illustrates the required recapture concept.

If the housing does not continue to be the principal residence of the original rehabilitation assisted owner-occupier, for the duration of the period of affordability, then, recapture provisions must be invoked to ensure recouping of CDBG assistance funds. The Grantee may invoke any of several recapture options depending on the Grantee's program guidelines, but the following is required as a minimum:

CDBG funds assistance to be recaptured may be reduced on a pro rata basis comparing the years (rounded down to the nearest whole year) since the original rehabilitation assisted owner-occupier was assisted, measured against the required recapture period.

To illustrate application of this formula, if it has been two years since the original rehabilitation assisted owner-occupier was assisted, as against a five-year period of recapture associated with a \$10,000 CDBG funds assistance amount, the calculation of the pro rata required recapture is:

$2/5 \times \$10,000 = \$4,000$ reduction. \$10,000 total
CDBG funds assistance minus \$4,000 pro rata
reduction = \$6,000 to be recaptured.

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

If requested by the Department, documentation must be provided to the Department showing execution of appropriate loan and security interest documents (e.g., promissory note and recapture restrictions in a mortgage) between the Grantee and the persons assisted through the Program.

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Matching Requirements.

The Grantee agrees to provide matching and other leveraged funds for each approved activity in the amounts, ratios, and proportions set forth in §3.01 of this contract. Matching and other leveraged funds must be expended during the grant period.

Grantees are required to certify, with each request for CDBG funds, the amount of matching funds applied to the Project. Project costs are to be paid from grant and matching funds as specified in §3.01 of this contract. The Grantee will be responsible

for costs that exceed the total Project costs set forth in §3.01.

§4.02 Legal Authority and Acceptance of Environmental Review Responsibility.

By signing this contract, the Grantee certifies that it possesses legal authority to accept CDBG funds, and to carry out the Project described in this contract; and that the Grantee's chief elected official:

- (a) Consents to assume the status of responsible Federal official and the responsibilities for environmental review and decision making under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law as specified in 24 C.F.R. Part 58 which further the purposes of NEPA; and,
- (b) Is authorized and consents on behalf of the Grantee that they accept the jurisdiction of the Federal courts for the purpose of enforcement of their responsibilities as such responsible Federal official.

§4.03 Designation of Officials to Execute Contract and Amendments.

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

The Chief Elected Official of the Grantee is the official authorized to execute this contract and any amendments to this contract, on behalf of the Grantee.

The Grantee or the Department may request amendments to this contract. Amendments will not take effect until mutually agreed to in writing by both parties.

§4.04 Grantee Compliance with CDBG Regulations Generally, and Particularly Regarding Uniform Administrative Requirements.

The Grantee will comply with 24 C.F.R. Part 570, including particularly the Uniform Administrative Requirements set forth in 24 C.F.R. §570.502, or any reasonably equivalent procedures and requirements that the Department may prescribe.

§4.05 Record Keeping.

The Grantee agrees to keep such records as specified in 24 C.F.R. §570.506, *Records to be Maintained*, and any other records as the Department may reasonably require. The Grantee agrees to keep such records so as to allow the Department to perform a 24 C.F.R. §570.492, *State's review and audits*.

All records pertinent to this grant and work undertaken as part of the project, will be retained by the Grantee for a period of ten (10) years after notification by the Department that the grant has been closed. If any claim, litigation, or audit is initiated before the expiration of the ten-year period, the records must be retained until all claims, litigation, or audits have been resolved.

The Department and duly authorized officials of the state and federal government will have full access to, and the right to examine, audit, excerpt and/or transcribe, any of the Grantee's records pertaining to all matters covered by this contract.

§4.06 Reports.

The Grantee will submit semiannual reports to the Department, in such form as the Department may prescribe, pertaining to the activities undertaken as a result of this contract. The Grantee will also be required to submit a final performance and financial report, in such form and within such times as the Department may prescribe, at the occasion of grant closeout.

Additionally, as referenced in §2.07, prior to grant closeout, the Grantee must submit documentation demonstrating the actions that were taken to affirmatively further fair housing during the course of the grant.

§4.07 Audits.

Audits of this grant will be conducted in accordance with the Single Audit Act of 1984, as amended, and the Office of Management and Budget (OMB) Circular A-133. Generally Accepted Government Auditing Standards (GAGAS) must be followed.

Audit costs are an allowable general administration cost subject to limitations established by the Act and the Department.

§4.08 Conflict of Interest.

The Grantee will comply with the conflict of interest prohibitions set forth for the CDBG program at 24 C.F.R. §570.489. In the event prohibited conflicts of interest arise, exceptions to the prohibition may be granted, on a case-by-case basis, by the Department. The procedures governing such exception requests are set forth in the Department's *CDBG Administration Manual*.

§4.09 Applicability to Subrecipients and Contractors.

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

§4.10 Waivers; and Assignment of Interest.

No conditions or provisions of this contract can be waived unless approved by the Department in writing. The Grantee will not assign or transfer any interest in this contract to any other party without the written consent of the Department.

§4.11 Non-Waiver of Rights.

The Department's failure to insist upon the strict performance of any provision of this contract, or failure to exercise any right based upon breach, will not constitute a waiver of any rights under this contract.

§4.12 Severability.

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

§4.13 Termination by Mutual Agreement.

This contract may be terminated in whole or in part, prior to the completion of contract project activities, when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The parties must agree on the termination conditions, including effective date and the portion to be terminated.

The Grantee will not incur new obligations for the terminated portion after the effective date, and will cancel as many outstanding obligations as possible. The Department will make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

§4.14 Termination for Cause.

In the event of a default or violation of the terms of this contract by the Grantee or failure to use the grant for only those purposes set forth, the Department may take the following actions (which are additional to other default remedies specified elsewhere in this contract):

- (a) Suspension. After notice to the Grantee, suspend the contract and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate.
- (b) Termination. Terminate the contract in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the contract. The Department will promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the Grantee or recoveries by the Department under contracts terminated for cause will be in accord with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this contract up to the date of termination. The Grantee will return to the Department all unencumbered funds.

Further, any costs previously paid by the Department which are subsequently determined to be unallowable through audit and closeout procedures may be recovered from present grant funds or deducted from future grants.

§4.15 Termination Due to Loss of Funds.

This contract will terminate in full or in part, at the discretion of the Department, in the event the Department suffers a loss of funding or termination of the federal funds which permit it to fund this grant. In the event the Department suffers such a loss of funding, the Department will give the Grantee written notice which will set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding.

§4.16 State of Nebraska Non-Liability/Hold Harmless.

The Grantee will hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the Grantee itself, or by their officials, officers, employees, agents, or associates under this contract.

§4.17 Entire Agreement, Binding Effect, and Counterparts.

This instrument, along with any attachments, the approved grant application, and those items incorporated by reference, contain the entire agreement between the parties. Any statements, inducements, or promises not contained therein will not be binding upon the parties.

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

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

§4.18 Governing Law.

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

§4.19 Verification of Work Eligibility Status for New Employees.

The Grantee is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program

authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

§4.20 Verification of Lawful Presence for Public Benefits Eligibility (as required of applicants benefited by this contract).

The Department of Economic Development is prohibited by state law (Neb. Rev. Stat. §4-108) from providing public benefits to a person not lawfully present in the United States.

Public benefits are statutorily defined broadly (see Neb. Rev. Stat. §4-109), with some exemptions from the verification of lawful presence requirement set forth in Neb. Rev. Stat. §4-110. For the purposes of this contract, the Department has determined the Grantee is, in the performance of Grantee's contractual duties, providing public benefits to individuals or households under the statutory definition of public benefits.

Consequently, pursuant to this contract and Neb. Rev. Stat. §§4-108 through 4-114, the Grantee shall have each applicant for public benefits under this contract complete the United States Citizenship Attestation Form, available on the State of Nebraska Department of Administrative Services website at www.das.state.ne.us. The attestation form is also reproduced on a following page of this contract.

Such form serves as the applicant's attestation that he or she is a U.S. citizen or a qualified alien under the federal Immigration and Nationality Act, 8 U.S.C. 1101 et seq. (as such federal statute existed on January 1, 2009, or as it may be subsequently amended). If the applicant attests they are a qualified alien, Grantee shall verify the applicant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Grantee shall:

1. retain the attestation form, and retain any additional verification documentation required because the applicant attested they were a qualified alien.

2. provide such attestation form and other documentation (or copies thereof) to the Department of Economic Development upon the request of such Department.
3. maintain aggregate records for the duration of the contract showing: (a) the number of applicants for public benefits under this contract; and, (b) the number of applicants rejected pursuant to the lawful presence requirement (which is the subject matter of the procedural, attestation, and verification requirements set forth in the Nebraska statutes and contractual provisions above).
4. provide a summary report to the Department of Economic Development, no later than December 31st each calendar year, reflecting data for such calendar year (or portion of such year when there is not a full, calendar year of activity under this contract), so as to allow the Department to fulfill its annual reporting obligation to the Nebraska Legislature concerning these "lawful presence" requirements. The Department's annual report to the Nebraska Legislature is due January 31st each year.

PART V: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

The Grantee agrees to comply with the Department's and HUD's administrative requirements for the CDBG program, and with the provisions of the Department's CDBG Application Guidelines applicable to the Project, and with all federal (and state) laws, regulations, and executive orders applicable to the CDBG-assisted project, including, but not limited to:

- Housing and Community Development Act of 1974, as amended ("HCDA").
- 24 C.F.R. Part 570.
- National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Part 58.
- The Davis-Bacon Act (and related acts).
- Lead-Based Paint Poisoning Prevention Act and regulations at 24 C.F.R. Part 35.
- Section 3 of the Housing and Urban Development Act of 1968.
- The Architectural Barriers Act of 1968 and the Americans with Disabilities Act.
- the requirement in the HCDA to affirmatively further fair housing.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

ACCEPTANCE PROVISIONS.

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

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	GRANTEE → CITY OF AUBURN, NEBRASKA
By: _____ (Director or Designee)	By: _____ (Signature of Chief Elected Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)
	47-6006083 _____ (Federal Identification Number)

United States Citizenship Attestation Form

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

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

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

PRINT NAME	_____

	(first, middle, last)
SIGNATURE	_____
DATE	_____

Resolution

Authorizing Chief Elected Official To Execute General Administration Contract
Between SENDD & City of Auburn, NE
For 12-HO-6044 CDBG – Owner Occupied Rehabilitation

WHEREAS, the City of Auburn, Nebraska, as an eligible unit of general purpose government, has been awarded by the Nebraska Department of Economic Development, a CDBG Grant Contract 12-HO-6044 in the Amount of \$224,868.00; and, said grant contract identified \$17,521.00 for contracted general administrative support;

WHEREAS, the City of Auburn, Nebraska will find it in its best interest to enter into a contract with SENDD for general administrative services, and SENDD has the capacity to provide such services; and,

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Auburn, Nebraska, hereby directs and authorizes the Mayor of the City of Auburn, Nebraska to proceed with the execution of said contract, for General Administrative services.

Passed and approved this 10th day of December, 2012.

Scott Kudrna, Mayor, City of Auburn, Nebraska

ATTEST:

Sherry Heskett, City Clerk, City of Auburn, Nebraska

PROFESSIONAL SERVICE AGREEMENT CITY OF AUBURN & SENDD
General Admin Contract for Owner Occupied Housing Rehab Project #12-HO-6044

THIS AGREEMENT made and entered into by and between the **CITY OF AUBURN, NEBRASKA** (hereinafter referred to as the City) and the **SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT** (hereinafter referred to as the Consultant)

WITNESSES THAT:

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

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

WHEREAS, the CITY, as part of its **2012 CDBG-OOR grant agreement** with the Department, under contract number **12-HO-6044**, has been awarded CDBG funds for the purposes set forth herein, and

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

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

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

1. Services to be provided by the Parties

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

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

2. Time of Performance

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be September 27, 2014.

3. Consideration

The CITY shall reimburse the Consultant in accordance with the **Fee Schedule described in Attachment "A"** to the contract for all allowable expenses agreed upon by the parties to complete the Scope of Work. **In no event shall the total amount reimbursed by the CITY exceed the sum of \$17,521.00.** Reimbursement under this contract shall be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

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

4. Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 24 CFR85.42(b)(c) and OMB Circular A133 and such procedures that the CITY or the Department may prescribe. In general such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

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

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

5. Relationship

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

6. Suspension, Termination and Close Out

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

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

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

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

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

b. Termination for Cause If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist;

- (1) The lack of compliance with the provisions of this contract is of such scope and nature that the CITY deems continuation of the contract to be substantially detrimental to the interests of the CITY;
- (2) The Consultant has failed to take satisfactory action as directed by the CITY or its authorized representative within the time specified by same;
- (3) The Consultant has failed within the time specified by the CITY or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the CITY may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

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

- 1) By the CITY, with the consent of the Consultant, or by the Consultant with the consent of the CITY, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- (2) If the funds allocated by the CITY via this contract are from anticipated

sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.

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

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

7. Changes, Amendments, Modifications

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

8. Personnel

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

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

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

9. Assignability

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

10. Reports and Information

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

11. Findings Confidential

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

12. Copyright

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

13. Compliance With Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall hold the CITY harmless with respect to any damages arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement.

14. Executive Order 11246* (APPLICABLE TO CONSTRUCTION CONTRACTORS ONLY)

Therefore not applicable to this general admin contract between the City and SENDD.

15. Title VI of the Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation

in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

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

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

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take

appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

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

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

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

20. Executive Order 11246, As Amended.

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed,

and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

21. Conflict of Interest

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

22. Audits and Inspections

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

23. Hold Harmless

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

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

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

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

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

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

Attachment "A", Scope of Services and Fee Schedule

WITNESS WHEREOF, the CITY and SENDD have executed this contract agreement with an effective start date as of the date and year last written below.

CITY OF AUBURN, NEBRASKA

By: _____
Title: Scott Kudrna, Mayor

Date: _____

CONSULTANT: SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT

By: _____
Title: David Taladay, Executive Director

Date: _____
General Admin 12-HO-6044
SEND D Account #
Contract Amount \$17,521.00



Southeast Nebraska Development District

www.sendd.org

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

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

Office Location – 727 4th Street

**PROFESSIONAL SERVICE/CONSULTANT AGREEMENT
BETWEEN CITY OF AUBURN, NEBRASKA & SENDD
CDBG-OWNER OCCUPIED REHAB: #12-HO-6044 General Admin**

Attachment "A"- Scope of Services and Fee Schedule: CDBG Administration

1.0 Scope of Services

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

1.1 Files.

SENDD shall assist the City in establishing, completing and maintaining all files required by the Nebraska Department of Economic Development (DED). *SENDD* will review each file periodically and will assist the City's staff in ensuring that information retained in the files is appropriate and sufficient to meet DED Community Development Block Grant (CDBG) grantee requirements. Files shall include, but not necessarily be limited to, the following:

- a. Application and approval
- b. Grant Agreement with "Release of Funds"
- c. Environmental Review
- d. Federal Labor Standards
- e. Equal Opportunity/Affirmative Action
- f. Procurement Standards/Invitation for Bids
- g. Financial Management
- h. Performance and Capacity
- i. Other files required by DED

1.2 Financial Management

SENDD will complete requisition requests and obtain appropriate signatures from City officials and subrecipients as necessary. The City shall authorize *SENDD* to deliver such requests to DED. *SENDD* will check all bookkeeping duties and responsibilities, and will aid in ensuring that expenditures of funds comply with DED program requirements.

Attachment "A"- Scope of Services and Fee Schedule: CDBG Administration

1.3 Performance Reports

During, and at the completion of the Community Development Block Grant program, *SENDD* will prepare the required performance report (s) and submit the same to the City's governing board for acceptance. The performance report(s) will include statements addressing:

- a. Project achievement in relationship to CDBG Program Objectives
- b. Assessment of the impact of the project
- c. Job Creation and Job Maintenance
- d. Other performance report requirements

2.0 Fee Schedule and Compensation Procedures

2.1 Compensation Procedures

For purposes of this contract, the cost for performing services outlined in Article 1.0 of this Contract Attachment "A", shall be provided to the City on an actual cost incurred basis up to a **maximum total of \$17,521.00**. The City agrees to pay *SENDD* for costs incurred within a reasonable period of time following presentation of a detailed accounting of incurred expenses.

2.2 Amendment of Compensation Rate

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

2.3 Accountability

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

City of Auburn, Nebraska
**Adoption of Revised Housing Program Income ReUse Plan
for Non-ED CDBG Funds**
for 12-HO-6044 and future unknown CDBG OOR Projects
Adopted 10/24/05 – Revised 7/9/12 & 12/10/12

AGENDA ITEM
NO 26

#1) Introduction:

As described in the previously funded CDBG Applications, the City of Auburn has elected to declare its intent to recapture and re-use program income that may result from past, current and future Housing Rehab activities.

#2. Capacity:

#2.1) The City of Auburn via the City Clerk's office and via the contracted general administrative support (and as a long standing member of the Southeast Nebraska Development District) has the capacity to manage a CDBG Housing Program Income ReUse Plan such as this.

#2.2) The City of Auburn utilizes the services of SENDD to help administer this HO program income account during the life of an open CDBG Housing Program. At other times the City of Auburn utilizes its own staff and does not charge City staff time against the limited funds in the Program Income Account.

#3. Housing Program Guidelines:

The City of Auburn, has adopted an updated set of Housing Program Guidelines that will be used in this current project as well as with future CDBG Housing Rehab and Demolition/Site Clearance activities.

#4. Eligible Activities:

The City of Auburn will utilize these funds for activities approved in the 12-HO-6044 application and for the purposes outlined in the Housing Program Guidelines. Other related development costs and activities deemed eligible by the Nebraska Department of Economic Development may also be funded.

#5. Application Process:

Applications for financial assistance will be available from, and when completed, submitted to the City Clerk's office. City staff, Keep Auburn Beautiful Committee members, or persons retained specifically to assist in the management of the Program, will review applications for eligibility and perform a check list inspection to develop a schedule of recommended actions according to City standards. The City will work with the applicant who will be responsible for obtaining contractor work proposals.

Nothing herein shall be interpreted to require that the City grant approval to any project. The City reserves the sole right to accept or reject any/and or all the applications for financial assistance based upon the HUD/CDBG Standards.

The City Council shall make the final decisions to approve or reject any application.

#6) Compliance:

Under this plan the City certifies that only those applicants, whose annual gross household income is less than the moderate income limits as established for the County by the Department of Housing and Urban Development under the Section 8 Housing and Assistance Payments Program shall be eligible for financial assistance. The income levels may be adjusted as they are adjusted and approved by H.U.D. Annual Gross Household Income will be reviewed according to 24 CFR 5.609. Demolition projects shall not be limited by

the income of the property owner/applicant. Rather, Demolition/Site clearance shall be viewed as having a neighborhood wide impact and the benefit will accrue to the entire community.

The City hereby certifies that, as applicable, it will comply with the following laws, regulations and requirements:

- A) Title I of the Housing and Community Development Act of 1974, as amended.
- B) Civil Rights and Equal Opportunity Provisions.
- C) Environmental Standards and Provisions
- D) Labor Standards and Provisions.
- E) Fair Housing Standards and Provisions
- F) Hatch Act of 1938, as amended.

#7) Financial Management:

The City will use its existing financial management system it has previously created, and will sustain a separate Non-ED /Community Development Program Income ReUse Fund to track income and track the dispersal of funds.

#8) Approval of Re-Use Plan

The City of Auburn will seek approval from the Nebraska Department of Economic Development to retain program income and submit a plan to NDED for approval prior to receiving Release of Funds. If a plan is not submitted and approved, all program income will be returned to NDED for reuse or deposited into a designated NDO approved by the department.

#9) Amendment of this HO Program Income Re-Use Plan:

The above HO Program Income ReUse Plan may be amended only after review by the City Housing Board which serves as the Advisory Committee, and formal action by the City Council, and then, final approval of the amendments by NDED.

Adopted this 10th day of December, 2012 by the City of Auburn, Nebraska.

Scott Kudrna, Mayor, City of Auburn

Date

Attest:

Sherry Heskett, City Clerk, City of Auburn

Date

AGENDA ITEM
NO 27

CITY OF AUBURN, NEBRASKA
PROGRAM GUIDELINES

Previously approved 11-9-09
Revisions Adopted 5-14-12 and 12-10-12

INTRODUCTION

The City of Auburn, Nebraska is receiving funds from the Nebraska Department of Economic Development (NDED)-Affordable Housing Program (AHP) to implement a program for housing rehabilitation improvements **within the City**. The following is an outline of the program setting forth the key items, procedures, guidelines and forms.

I. PROGRAM

The program is based upon the rehabilitation of substandard units through **Conditional Grants, Deferred Loans or a 0%-Interest Loan, depending upon household incomes**. It is anticipated that the total construction related costs for any individual rehabilitation project will not exceed **\$24,995**, not including any costs for lead-based paint situations. This amount will not exceed the "Maximum per unit NAHP subsidy [Section 221(d) (3)]. The Program will request approval through NDED for proposed projects that may exceed the \$24,995 amount.

II. PURPOSE

- A. To increase the attractiveness of existing neighborhoods within the City..
- B. To prevent the spread of blight and its influence.
- C. To increase the number of good, habitable dwelling units.
- D. To promote continued home ownership.
- E. To discourage the abandonment or neglect of residential dwelling units.
- F. To provide assistance to those persons of the greatest need.

III. ELIGIBILITY CRITERIA

- A. Eligible properties shall be single family, owner occupied dwelling units that do not meet Minimum Rehabilitation Standards. Rental properties are not eligible for rehabilitation assistance. Eligible properties will be the "principal residence of the homeowner applicant". Security documents (Promissory Note and Deed of Trust) will include reference to requirements that the housing unit will be the "principal residence" of the participating family.
- B. The structure is not under contract or under negotiation for acquisition by any federal, state or local governmental agency. Properties shall be situated in locations where they will not be in conflict with the following types of government projects:
 - 1. Federally assisted government projects, which are to be constructed.
 - 2. Projects for the construction or development of public schools, parks, streets, highways, utilities or other public works.
- C. Properties shall be located within the City of Auburn.
- D. The applicant's annual gross household income cannot exceed the established income guidelines set forth as attached. (Income levels will be verified according to 24 CFR Part 5.609) Income eligibility guidelines are based upon a maximum of Eighty Percent (80%)

of Median Household Income for various family sizes as established for NEMAHA COUNTY from Income Guidelines established by the Nebraska Department of Economic Development (DED). Income limits may be increased upon approval of by DED.

- E. The objective of the Housing Rehabilitation Program is to restore each housing unit receiving financial assistance to a physical condition, which will result in a life expectancy of at least 20-years. A limited number of occupied housing units in the Program Area may be deteriorated to such an extent that rehabilitation, no matter how extensive, will not achieve this objective. If the Project Inspector determines, and the Advisory Committee concurs, that a housing unit cannot have a 20-year life expectancy after rehabilitation work is completed, then the Program will determine not to provide financial assistance to that homeowner.
- F. Property taxes must be paid by the homeowner and current. Homeownership will be verified by written confirmation from the Nemaha County Register of Deeds under a deed search.
- G. No person or family shall be eligible to receive assistance under this program who has in excess of Fifty Thousand Dollars (\$50,000) in total assets, excluding: the value of the dwelling and a minimum adequate site, the value of necessary items of personal property, the assets that are part of a business/trade/farming operation in which a member of the household is actively engaged in such operation, or the value of an established trust that is not revocable or is under control of a household member.
- H. Properties shall be in locations where safe, sanitary and adequate water supplies and sewage disposal are available. No projects will be approved that are included in 100-year Flood Zones and no projects will be approved that are included in designated Wetlands.
- I. Only owner-occupied units will be eligible for rehabilitation. Both units of a duplex are eligible if one is owner-occupied and the second unit is occupied by a member of the owner's family. Mobile homes are ineligible. Rental properties are ineligible for assistance.
- J. The homeowner will be required to maintain homeowner's hazard insurance, with an amount equal to the replacement value of the dwelling for the duration of a program lien.
- K. Properties shall be free and clear of any debris that jeopardizes public safety and/or impairs the appearance of the neighborhood. Properties must remain debris-free for the duration of the program lien period. Debris shall include, but not be limited to: inoperable automobiles, machinery, appliances, tires and accessories, noxious weeds, discarded metal and other unsightly rubble.
- L. The "after-rehabilitation" value for homes will not exceed \$135,000. (Note: The 203(b) limit for Nemaha County is \$200,160.)

IV. TYPES OF ASSISTANCE

It is the expressed intent of this rehabilitation program to benefit low-and moderate-income owner-occupants within the Program Area. Actions taken by or on behalf of owner occupants to circumvent this intent are prohibited.

To affect this intent, owner-occupants receiving housing rehabilitation assistance under this program shall immediately advise the Program of any event that may alter this intent.

A. **Category 1 = Low Income = Below 50% of Median = 5 Year Conditional Grant:**

The owner shall personally and at all times occupy and live in the rehabilitated structure as a "principal residence" for a period of 5 years or sixty (60) months after the completion of the rehabilitation work. In the event that the owner shall move, rent, sell or transfer said property, the Program shall be reimbursed at the monthly pro-rata rate for the thirty (30) month period (i.e., should the owner rent, sell, move or otherwise not occupy the property after thirty (30) months from the completion date, the Program shall be reimbursed for the thirty (30) months of the sixty (60) month period).

In the event the owner-occupant does not occupy said property for the required five (5) year period due to circumstances beyond the control of the owner-occupant, and which circumstances are found acceptable to the Program, portions of repayment may be forgiven only if **net proceeds (defined as the sale price of the property minus any closing costs and minus any repayment of prior liens on the property)** from sale of the property are insufficient for full repayment of the obligated debts.

B. **0-% Direct Loan/Conditional Grant: = Category 2 = For moderate income = Income below 80% Median Income but about 50% of median. 10 year term. Half of the project amount is a 0-% interest direct loan from the Program with monthly payments over a 10 year period. The other half of the project amount is a 10 year conditional grant/ amortized by the family living in the home for 10 years. Pro-rating for early move out per the discussion in Category 1.**

V. ELIGIBLE REHABILITATION PRIORITIES

A. Code Deficiencies

The property must conform to municipal building codes and NDED Minimum Standards for Rehabilitation after rehabilitation work is complete. The correction of code deficiencies is given top priority in the rehabilitation process. When necessary to meet specific requirements of a local minimum housing code, program funds may be used for:

1. The provision, rehabilitation or removal of structural elements of the dwelling, including the repair or replacement of basic equipment, outbuildings, fences, steps, and walks. The term basic equipment refers to such items as furnaces, water heaters, plumbing, electrical fixtures, foundations, etc.
2. The provision of sanitary and related facilities, including the provision, expansion, and finishing of space necessary to accommodate such facilities;
3. The provision of additional or enlarged bedrooms; and,

4. The grading, filling, or landscaping of the lot for other than purely aesthetic purposes.

B. Minimum Property Rehabilitation Standards Requirements

If the existing City building codes are less stringent than the NDED Minimum Standards for Rehabilitation, the “Minimum Standards for Rehabilitation”, as attached, will apply. Bringing a property into conformance with the “Minimum Standards for Rehabilitation” requirements will be accomplished before any incipient deficiencies are corrected.

C. Incipient Deficiencies

Program funds may be used to correct incipient deficiencies of the local minimum housing code. An incipient deficiency exists if, at the time the house is inspected, it is determined that the physical condition of a particular structural element will deteriorate to an actual deficiency in the reasonable future (one or two years). An example of an incipient deficiency would be a leaky roof that could be patched at low cost, but would probably continue to develop additional leaks, and would eventually have to be totally replaced. Program funds could be used to replace the entire roof in this situation. Incipient deficiencies may be corrected after existing code efficiencies are corrected and the property conforms to the Minimum Property Rehabilitation Standards.

D. Energy Conservation

Once all local Program Area building codes and Minimum Property Rehabilitation Standards have been met and incipient code violations have been corrected, program funds may be used to finance energy conservation measures. Energy conservation refers to steps taken to lessen the consumption of fuels and electricity. Housing Rehabilitation Program resources may be used to finance such energy conservation measures as:

1. The insulation of attics and sidewalls, or increasing the amount of existing insulation;
2. The provision of storm windows and doors; and
3. The elimination of leaks in structural openings through the installation of weatherstripping, caulking, etc.

E. Fire Protection

Fire protection involves the provision of devices to warn dwelling occupants in the event of fire. Early warning fire alarm devices may be provided and installed using program funds.

F. General Improvements

General improvements include any rehabilitation work that does not fit into any of the previously discussed eligible cost categories. Only after all eligible applicant's needs, relative to the previous five categories have been met, will consideration be given to any general improvement work items. Typically, general improvements will not materially contribute to structural integrity or long term preservation of the unit and might include, but not be limited to: interior painting, paneling, carpeting, closets, shelving, cabinets, air conditioning, landscaping, etc.

The above paragraph does not prevent the homeowner from undertaking any general improvement work items, provided they supply whatever additional funds are necessary to finance that portion of the project.

VI. PROPOSED ADMINISTRATION

- A. Application Review Committee: The Advisory Committee for Housing Rehabilitation
- B. Program Managers/Project Inspector: Southeast Nebraska Development District (SEND)
- C. Grievance Committee: The Advisory Committee for Housing Rehabilitation

VII. APPLICATION PROCESS

The application process for assistance under the Housing Rehabilitation Program has two stages-the application and the applicant interview. The rationale for this approach centers on saving the time and trouble of filling out a rather lengthy application when it is possible to determine the homeowner's basic eligibility through a streamlined preliminary application process.

If there are more applications on hand than expected available funds, (as in the case of 09-HO-6047 there the City has 19 applications on hand) there will be an initial "round" of scoring and ranking of those applications on hand at the time of release of funds. If the processing of those applications on hand at the time of release of funds does not result in 10 projects that will move to closing, then additional applications will be taken on an ongoing/ continuous basis until the grant contract goal has been reached.

A. Preliminary Application

The application consists of questions related to family size and composition, income, housing-related expenses, etc. Application information will be reviewed and evaluated by the Program Management Staff, on a confidential basis. Homeowners who do not meet basic eligibility requirements will be notified in writing, including a statement of the reason they are ineligible for assistance. Homeowners who are eligible will be notified in writing.

B. Full Application

Once basic eligibility has been determined through the preliminary application, the Project Inspector will contact the homeowner and arrange for an interview. The interview will take place in the applicant's home, and in addition to obtaining the information necessary to complete the application process, the Project Inspector will perform a preliminary inspection of the structure. This inspection will provide the Advisory Committee an indication of whether the house will stand rehabilitation, the extent of repairs needed, and a preliminary estimate for the cost of those repairs. The interview is to provide more specific information for determining whether the homeowner may take advantage of the Housing Rehabilitation Program. Review of the application and data acquired from the interview will begin as soon as practicable after it is received.

The review process includes verification of income, housing expenses, bank deposits, employment, etc. All applications will be rated on the project rating scale, as attached, and notification of final eligibility will be made to the homeowner, thereafter. Applicants who do not meet approval criteria will be notified in writing, including a statement of the reason for non-selection.

Applicants who do meet approval criteria will be notified in writing, including a request for their approval for of work write up, & eventually a 3 party construction contract, etc.

The program will collaborate with other agencies or organizations which provide housing rehabilitation related services or financing. The applicant under this program must also apply to the USDA-Rural Development Repair Program. If approved by USDA-RD, the applicant must first maximize the use of the USDA-RD Repair Program funds prior to assistance from this Program. The Program will also coordinate with Southeast Nebraska Community Action (SENCA) – Weatherization programs for eligible weatherization activities.

C. Comprehensive Property Inspection

The purpose of this inspection is to compile a comprehensive list of all necessary and desirable repairs, categorize the repairs by type (i.e. code violations, Minimum Rehabilitation Standards, Lead-Based paint hazards mitigation, general improvements, etc.), and estimate the total cost of the work. Essentially, the Project Inspector will assemble all the information necessary for preparation of bid documents for the work. An estimate of the total cost of the work is made so that the homeowner can be counseled on the extent of rehabilitation and the type and cost of the financial assistance. In addition, the Project Inspector shall review the work write-up with the applicant and receive in writing the applicant's concurrence with the identified work items.

D. Bid Document Preparation

The Project Inspector will use the information gathered to prepare the Project Specifications, Work-Write-ups and/or other documents necessary to obtain bids on the rehabilitation work.

E. Contractor Selection

The solicitation of bids for the rehabilitation work will be conducted in accordance with Federal, State and local requirements for requesting bids. The City of Auburn utilizes a standard format (as they did with 05-HO) where the homeowner receives bid packets from SENDD and works from a list of pre-approved contractors (those with lead test certifications, etc) to secure bids. Bids are submitted by the rehab contractors to the SENDD Lincoln office where the Housing Inspector works up a recommendation to the City of Auburn for award or re-bidding etc.

If "Competitive Sealed Bids" are requested for a project, normally the lowest responsible and responsive bid would be accepted.

Alternate methods of selecting contractors to allow for increased homeowner involvement and the highest level of local contractor participation will be considered.

When the owners act on their own behalf, a formal bid package may not be required. The homeowner will solicit proposals from several contractors to meet a minimum deficiency list of work items and material specifications, which will be reviewed by Program Staff. With assistance and concurrence from Program Staff, the owner may select their contractor of choice.

F. Contracts

The contract for rehabilitation work will be between the homeowner and contractor, with the Program as a third party acting as an Operating Agency (OA) to provide for oversight, construction observation and to provide financing, insuring that the contractor and homeowner meet agreed upon conditions.

G. Construction Monitoring

Inspections will be necessary during the construction phase to monitor the rehabilitation. The primary purpose of these inspections is to insure that materials used and work done is accomplished in compliance with the contract. The Project Inspector shall visit each job site when necessary to assure adequate job performance. Should change-orders become necessary during the rehabilitation work which would change the total cost of the contract, the Program and the homeowner must agree on said change orders and any modification to the funding prior to the execution of the change-order.

H. Project Completion

At the completion of construction the Project Inspector shall inspect the work, in the presence of the homeowner and the contractor, to assure that satisfactory work has been accomplished. If the quality of work is satisfactory to the homeowner and the Project Inspector, and all contract conditions have been met, the Project Inspector will request final payment for the contractor. Any deficiencies must be corrected to the satisfaction of the homeowner and the Program, and all warranties, lien waivers, inspection reports from other Federal/State/Local agencies, etc., must be delivered before final payment will be made.

VIII. COMPLAINT PROCEDURE

Complaints concerning the Housing Rehabilitation Program shall be in writing and addressed

to the Program Manager. A written response will be made within 15 working days. If the homeowner is not satisfied, complaints may be filed with the Grievance Committee. The Grievance Committee shall meet, as soon as practicable, to review all factors in the complaint for a determination and solution.

IX. CONFLICT OF INTEREST

No member of the governing body of the City and no other official, employee or agent of those organizations who exercises policy, decision-making functions or responsibilities in connection with the planning and implementation of this program shall:

- a. be directly or indirectly eligible for this Program;
- b. accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub agreement;
- c. obtain a financial interest or benefit from a Program activity;
- d. have an interest in any contract, subcontract or agreement for themselves or for persons with business or family ties.

EXCEPTIONS: Upon written request, exceptions may be granted by the Nebraska Department of Economic Development on a case by case basis.

X. AMENDMENT OF THE GUIDELINES

The above Guidelines for the Housing Rehabilitation Program can be amended only after review by the Housing Advisory Committee and formal action by the City Council, with approval by DED.

XI. ELIMINATION OF LEAD-BASED PAINT HAZARDS

It is the expressed intent of the Housing Rehabilitation Program to eliminate lead-based paint hazards in all assisted projects in accordance with subpart C, Section 35 (b) and (c) of the H.U.D. Title 24 Federal Regulations as identified in the Rehabilitation Module of the CDBG Manual. During the Comprehensive Property Inspection, work items will be identified to provide treatment necessary to eliminate immediate lead-based paint hazards.

Testing for Lead-Based paint hazards, Risk Assessment Reports and Clearance testing after construction will be methods used to identify, develop mitigation plans and clearing projects involving lead-based paint and mitigation construction. (See the attached "Lead-Based Paint Procedures")

XII. RELOCATION

The City of Auburn Housing Rehab Program will not pay for relocation expenses. Rehab construction contracts call for the contractor to maintain the home in a manner which does not trigger a need for relocation. The decision to relocate will typically be the voluntary decision of the client and not a condition of this program plan or work write up. Any costs of relocation shall be the responsibility of the client/program recipient. As this Housing Rehab Program is a voluntary program, the client/program recipient may elect to not participate in this program should they determine that they are not able to or do not desire to be responsible for any relocation costs. NOTE: while relocation is not anticipated, there may be times when construction issues arise (such as compliance with Lead Safe Work Practices) where temporary relocation is triggered. It is the policy of Auburn that the CDBG program will not

fund those relocation costs, and the client/program recipient/owner occupant will be responsible for said relocation costs.

XIII. FAIR HOUSING

The program will fulfill affirmative action requirement of federal fair housing laws, (P.L.90-284, as amended by 1988 P.L. 100-430; and E.O. 11063.

XIV. MARKETING PROCEDURES

Pre-applications, indicating homeowner interest, were received before award of the Program. These homeowners will be contacted and will be targeted for project funding. If funding still exists following contacting all, the City of Auburn will market the program via the Nemaha County Herald and will include marketing to residents and tenants of public housing and manufactured housing, other families assisted by public housing agencies and household identified to be potentially eligible, but least likely to apply.

XV. APPLICATION RATING AND SELECTION

Initial Threshold = Located within an appropriate target zone, (NOTE: 12-HO- is City-wide) then all applications received during a "round" will be reviewed together and rated on the priority rating scale below. In cases in which this rating yields equivalent scores, priority will be determined in accord with "first come, first qualified, and first served". Applicants not selected in one round will be automatically considered in subsequent rounds and will be notified, in writing, of such action. Households with applications not funded will be notified in writing that they were unsuccessful in obtaining program funds for the repairs of their home.

Applicants will be rated and selected by Housing Rehabilitation Management staff with anonymous review and approval by the Auburn Housing Advisory Committee (Keep Auburn Beautiful) and then approved by the Auburn City Council.

#1) INCOME **Points Earned**

- 1.1. Applicant's annual gross adjusted income meets
Very Low Income threshold... (50% of median).....50 points + _____
- 1.2. Applicant's annual gross adjusted income meets
Moderate Income Threshold (80% of median but not less than 50%)....10 points + _____

#2 HOUSEHOLD CHARACTERISTICS

- 2.1. *Head of household 65 years of age or older.....10 points* + _____
- 2.2. *Handicapped/disabled applicant.....5 points* + _____

#3) IMPACT OF ASSISTANCE

- 3.1. *Bring dwelling to Minimum Property Rehabilitation
Standards and/or Building Codes.....10 points* + _____
- 3.2. *Eliminate housing overcrowding.....5 points* + _____
- 3.3. *Substantial weatherization and energy conservation improvements
.....5 points* + _____

#4) DEDUCT FOR PREVIOUS CDBG ASSISTANCE (NEDED refers to as "Return Beneficiary")

- 4.1. If the Structure has received CDBG Rehab Assistance
In the last 10 years.....DEDUCT10 points - _____
- 4.2. If the Structure has received CDBG Rehab Assistance
In the last 11 to 20 years.....DEDUCT5 points - _____

TOTAL POINTS EARNED/VERIFIED: _____

Staff Initial: BV _____ Date: _____

Auburn 12- _____
Client #

Maximum Family Income Limits For Eligibility

#1.3) The following table indicates the identified levels of income eligibility anticipated for the program (Section 8 Income levels for Nemaha County as of December 1, 2011):

Family Size	Cat 1 = 50% MHI	Cat 2 = 80% MHI
1-person.....	\$20,450	\$32,700
2-person.....	\$23,350	\$37,350
3-person.....	\$26,250	\$42,000
4-person.....	\$29,150	\$46,650
5-person.....	\$31,500	\$50,400
6-person.....	\$33,850	\$54,150
7-person.....	\$36,150	\$57,850
8-person.....	\$38,500	\$61,600

Income guidelines are based on Department of Housing and Urban Development (HUD) Housing Assistance programs as approved by the Nebraska Department of Economic Development (DED). Limits may be updated annually as they are received from HUD and approved by DED. (Income levels will be verified according to 24 CFR Part 5.)

Financing Categories

Category 1. Conditional Grant: (50% Median Income) 5 Year.

For very low income only; 100% of project amount is a Conditional Grant and is forgiven if the homeowner personally and at all times lives in the home for 5 -years. If the homeowner moves out, rents, sells or transfers title to the property within the 60-month period, they can be required to pay back a pro-rata portion of the project amount, based upon "*Net Proceeds*" definition.

Category 2. 0-% Direct Loan on half/Conditional Grant on half: (80% Median Income) 10 year.

For low income. Half of the project amount is a 0-% interest direct loan from the Program with monthly payments over a 10 year period. The other half of the project amount is a 10 year conditional grant.

RESOLUTION NO. ____-12
OF
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA,

A RESOLUTION SEEKING AN ACTION FOR REMOVAL OF OFFICERS OF THE AUBURN AIRPORT AUTHORITY IN THE NEMAHA COUNTY DISTRICT COURT FOR INCOMPETENCE, NEGLIGENCE OF DUTY, OR MALFEASANCE IN OFFICE PURSUANT TO NEB. STAT. REV. SECT. 3-502.

WHEREAS, The City Council received written report from Auburn resident, Ms. Dottie Holliday, dated August 6, 2012, outlining concerns with the Airport Authority's actions and procedures that Ms. Holliday has recognized through her research and attendance at Airport Authority Meetings;

WHEREAS, Pursuant to request by the City Council, the City Council received a formal written response from the Auburn Airport Authority, submitted by Airport Authority Chairman, J.C. Hauserman, dated August 16, 2012;

WHEREAS, The City Council received written correspondence, from Attorney William G. Blake, dated November 2, 2012, on behalf of his client Ms. Dottie Holliday, outlining applicable State Law and the proposed violations by the Airport Authority Board. Said letter sought removal of current Airport Authority board members pursuant to Neb. Rev. Stat. Sect. 3-502.

WHEREAS, based on all information presented to the City Council through the above identified information, discussions at Council meetings, and through research and review, the City Council believes that members of the current Airport Authority Board have neglected their duties, have acted in a incompetent manner or have committed malfeasance in such a manner that removal of board members/officers is warranted and necessary;

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

this Resolution directs the City Attorney to proceed with action in the Nemaha County District Court for the removal of Auburn Airport Authority Officers:

_____, _____,
_____, and _____,
pursuant to Neb. Rev. Stat. Sect. 3-502 for officer incompetence, neglect of duty, or malfeasance in office; and,

BE IT FURTHER RESOLVED the Mayor and City Attorney are authorized to sign all documents necessary on behalf of the City Council in carrying out the directive of this Resolution.

PASSED and APPROVED, this 10th day of December, 2012.

J. Scott Kudrna, Mayor of the
City of Auburn, Nebraska

ATTEST:

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

(Seal)



City of Auburn

1101 J Street
Auburn, Nebraska 68305

December 10, 2012

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

Street Department Activity Report (November 2012)

MAYOR

Scott Kudrna

COUNCIL MEMBERS

Katy Billings

Mitch Bishop

Shawn Clark

Frank Critser

Larry Holtzman

Mary Kruger

- Appliance and Furniture Recycle Lot – 4 times
- Brush Lot – 4 times
- Recycle trailer to American Recycling & Sanitation – 3 times
- Worked on equipment at city shop
- Garbage run at parks/lake/business area (bimonthly)
- Cleaned storm drains
- Tarred streets – North of Hwy 136 and West of Hwy 75
- Rec Complex – removed the 200 foot fences on all 4 fields and plugged post holes
- Cut 2 trees at the RV Park
- Legion Park – Blew out the flag pole holes for Veterans Day
- Kite property – cleaned up (2 loads of debris), removed cement blocks, concrete floor and footings, and back fill with dirt
- Put up Christmas decorations

Harry Bridgmon
Street Commissioner



Auburn Memorial Library

1810 Courthouse Ave
 Auburn, NE 68305

**City Council Report
 December 2012**

- Toddler Storytime will start January 9th and run five (5) weeks. It will be each Wednesday at 10:30.

Statistical Report:

<u>Date:</u>	<u>Circulation:</u>	<u>Patrons:</u>	<u>Money to City:</u>	<u>Computer Use:</u>
November 2012	4,052	2,237	\$721.53	427
November 2011	4,177	2,382	\$673.05	397
October 2012	4,865	2,791	\$812.15	501
October 2011	4,477	2,733	\$688.65	526

AGENDA ITEM NO. 30

Budget Reports Submitted by City Treasurer
Receipts by Department

10:10

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-00-3100	GEN FEDERAL REVENUES	20,000.00	.00	3,500.00	17.50	16,500.00
01-00-3200	GEN STATE EQUALIZATION	198,044.58	.00	.00	.00	198,044.58
01-00-3202	GEN STATE MOTOR VH FEE	.00	.00	.00	.00	.00
01-00-3203	GEN MTR VEHICLE PRORATE	1,800.00	.00	186.63	10.37	1,613.37
01-00-3204	GEN STATE AID	1,150.00	.00	.00	.00	1,150.00
01-00-3205	GEN STATE MIRF	.00	.00	.00	.00	.00
01-00-3208	GEN OTHER STATE	25,000.00	.00	.00	.00	25,000.00
01-00-3301	GEN LICENSES & PERMITS	17,000.00	345.00	1,060.00	6.24	15,940.00
01-00-3306	GEN REIM/REFUNDS	7,000.00	28.15	49.40	.71	6,950.60
01-00-3310	GEN FRANCHISE FEES	67,000.00	887.11	1,600.44	2.39	65,399.56
01-00-3311	GEN IN LIEU OF TAXES	.00	.00	.00	.00	.00
01-00-3312	GEN BPW REVENUE PAYMENT	116,000.00	7,814.75	16,046.64	13.83	99,953.36
01-00-3314	GEN ST LIC AND CITY FINES	3,500.00	.00	20.00	.57	3,480.00
01-00-3325	GEN TICKET SALES	42,000.00	.00	.00	.00	42,000.00
01-00-3326	GEN CONCESSIONS	600.00	.00	.00	.00	600.00
01-00-3327	GEN LESSONS	7,000.00	.00	.00	.00	7,000.00
01-00-3331	GEN FINANCING	.00	.00	.00	.00	.00
01-00-3332	GEN SALE OF MUNI PROPERTY	1,500.00	82.58	162.23	10.82	1,337.77
01-00-3335	GEN CITY SALES TAX	350,000.00	30,896.02	61,935.92	17.70	288,064.08
01-00-3340	GEN INTEREST	2,200.00	43.26	118.86	5.40	2,081.14
01-00-3342	GEN PROGRAM & USE FEES	7,000.00	165.00	860.00	12.29	6,140.00
01-00-3346	GEN FOOTBALL PROGRAM REV	.00	.00	.00	.00	.00
01-00-3347	GEN GRANTS/DONATIONS	4,000.00	.00	.00	.00	4,000.00
01-00-3350	GEN MFO	8,768.97	4,384.48	4,384.48	50.00	4,384.49
01-00-3351	GEN PROPERTY TAXES	510,563.00	6,541.11	78,839.82	15.44	431,723.18
01-00-3352	GEN MTR VEHICLE TAXES	65,000.00	5,204.94	11,198.81	17.23	53,801.19
01-00-3359	GEN CO TREAS OTHER	100.00	.00	.00	.00	100.00
01-00-3360	GEN MISC REVENUES	7,000.00	582.80	1,248.90	17.84	5,751.10
01-00-3361	FIRE PROPERTY TAXES	43,060.00	525.91	6,338.89	14.72	36,721.11
01-00-3362	FIRE MTR VEHICLE TAXES	.00	.00	.00	.00	.00
01-00-3363	FIRE MTR VEHICLE PRORATE	150.00	.00	15.01	10.01	134.99
01-00-3368	FIRE OTHER STATE	2,050.00	.00	.00	.00	2,050.00
01-00-3369	FIRE CO TREAS OTHER	8.00	.00	.00	.00	8.00
01-00-3999	GEN TRANSFERS IN	.00	.00	.00	.00	.00
	DIFFERENCE	1,507,494.55	57,501.11	187,566.03	12.44	1,319,928.52
	PROOF	1,507,494.55	57,501.11	187,566.03	12.44	1,319,928.52

CITY OF AUBURN
BUDGET REPORT
CALENDAR 11/2012, FISCAL 2/2012

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	290,000.00	25,714.04	51,198.27	17.65	238,801.73
03-00-3202	STREET STATE MOTOR VEHICLE FEE	26,500.00	.00	7,005.75	26.44	19,494.25
03-00-3203	STREET MTR VEHICLE PRORAT	.00	.00	.00	.00	.00
03-00-3208	STREET OTHER STATE REV	.00	.00	.00	.00	.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	.00	.00	.00
03-00-3335	STREET CITY SALES TAX	50,000.00	4,130.50	9,368.04	18.74	40,631.96
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	.00	.00	.00	.00	.00
03-00-3999	STREET TRANSFERS IN (CRA)	60,000.00	.00	.00	.00	60,000.00
		=====	=====	=====	=====	=====
	DIFFERENCE	426,500.00	29,844.54	67,572.06	15.84	358,927.94
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	426,500.00	29,844.54	67,572.06	15.84	358,927.94
		=====	=====	=====	=====	=====

CITY OF AUBURN
BUDGET REPORT
CALENDAR 11/2012, FISCAL 2/2012

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
04-00-3321	PAVING WATER SEWER	44,700.00	8,856.65	14,696.10	32.88	30,003.90
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	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	44,700.00	8,856.65	14,696.10	32.88	30,003.90
		=====	=====	=====	=====	=====
	PROOF	44,700.00	8,856.65	14,696.10	32.88	30,003.90
		=====	=====	=====	=====	=====

AGENDA ITEM NO. 30

Budget Reports Submitted by City Treasurer
Expenditures by Department

CITY OF AUBURN
BUDGET REPORT
CALENDAR 11/2012, FISCAL 2/2012

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-00-4101	GEN SALARIES	117,000.00	9,954.73	19,522.21	16.69	97,477.79
01-00-4102	GEN HEALTH INSURANCE	27,474.88	1,724.77	5,517.09	20.08	21,957.79
01-00-4103	GEN LIFE INSURANCE	1,200.00	67.74	206.37	17.20	993.63
01-00-4104	GEN PENSION PLAN	6,000.00	1,425.63	1,801.26	30.02	4,198.74
01-00-4105	GEN WORKMEN COMP	775.00	.00	.00	.00	775.00
01-00-4106	GEN UNEMPLOYMENT	.00	.00	.00	.00	.00
01-00-4108	GEN FLEX SPENDING PLAN	950.00	69.50	139.00	14.63	811.00
01-00-4111	GEN FICA MATCH	9,000.00	731.50	1,433.38	15.93	7,566.62
01-00-4201	GEN LEGAL EXPENSES	25,000.00	7,113.70	7,113.70	28.45	17,886.30
01-00-4202	GEN UTILITIES	8,500.00	1,487.36	1,692.11	19.91	6,807.89
01-00-4203	GEN INSURANCE	8,200.00	10,459.00	10,584.00	129.07	2,384.00-
01-00-4204	GEN MEMBERSHIPS/SUBSCRIP	8,000.00	.00	195.00	2.44	7,805.00
01-00-4205	GEN MEETING EXPENSES	4,000.00	.00	120.00	3.00	3,880.00
01-00-4206	GEN SERVICES	37,000.00	7,027.07	8,043.42	21.74	28,956.58
01-00-4208	GEN BLDG & GROUNDS MAINT	5,000.00	7.29	54.19	1.08	4,945.81
01-00-4209	GEN EQUIP & EQUIP MAINT	5,000.00	.00	454.15	9.08	4,545.85
01-00-4217	GEN ECONOMIC DEVELOP	2,000.00	.00	.00	.00	2,000.00
01-00-4218	GEN STATUTES & REFERENCE	275.00	.00	.00	.00	275.00
01-00-4223	GEN TREE PROGRAM	4,275.00	1,069.58	1,069.58	25.02	3,205.42
01-00-4230	GEN SALES TAX	.00	.00	.00	.00	.00
01-00-4240	GEN REIM/REFUNDS	200.00	.00	.00	.00	200.00
01-00-4245	GEN ST LIC AND CITY FINES	3,500.00	.00	.00	.00	3,500.00
01-00-4250	GEN SUPPLIES/MATERIALS	8,000.00	644.03	956.12	11.95	7,043.88
01-00-4289	GEN SAFETY PROGRAM	.00	.00	.00	.00	.00
01-00-4299	GEN MISC EXPENSES	500.00	211.46	355.00	71.00	145.00
01-00-4400	GEN CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-00-4500	GENERAL DEBT RETIRE PRINC	140,000.00	.00	140,000.00	100.00	.00
01-00-4600	GEN DEBT RETIRE-INTEREST	2,500.00	.00	1,600.00	64.00	900.00
01-00-4700	GEN BOND FEES	.00	.00	.00	.00	.00
01-00-4800	GEN GRANT & SPECIAL PROJECTS	172,000.00	2,189.80	4,464.09	2.60	167,535.91
01-00-4999	GENERAL TRANSFERS OUT	.00	.00	25,000.00	.00	25,000.00-
	DIFFERENCE	596,349.88	44,183.16	230,320.67	38.62	366,029.21
	PROOF	596,349.88	44,183.16	230,320.67	38.62	366,029.21

CITY OF AUBURN
BUDGET REPORT
CALENDAR 11/2012, FISCAL 2/2012

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-02-4101	POLICE SALARIES	196,000.00	20,279.63	35,873.36	18.30	160,126.64
01-02-4102	POLICE HEALTH INSURANCE	57,750.00	4,052.28	13,210.46	22.88	44,539.54
01-02-4103	POLICE LIFE INSURANCE	1,225.00	101.13	303.39	24.77	921.61
01-02-4104	POLICE PENSION PLAN	11,760.00	652.62	1,302.04	11.07	10,457.96
01-02-4105	POLICE WORKMEN COMP	7,000.00	.00	.00	.00	7,000.00
01-02-4106	POLICE UNEMPLOYMENT	.00	.00	.00	.00	.00
01-02-4107	POLICE UNIFORM ALLOWANCE	3,600.00	243.94	243.94	6.78	3,356.06
01-02-4108	POLICE FLEX SPENDING PLAN	.00	.00	.00	.00	.00
01-02-4111	POLICE FICA MATCH	15,300.00	989.40	1,969.44	12.87	13,330.56
01-02-4201	POLICE LEGAL EXPENSES	.00	.00	.00	.00	.00
01-02-4202	POLICE UTILITIES	1,600.00	126.06	259.52	16.22	1,340.48
01-02-4203	POLICE INSURANCE	4,500.00	10,605.89	10,605.89	235.69	6,105.89-
01-02-4204	POLICE MEMBERSHIPS & SUBS	250.00	.00	.00	.00	250.00
01-02-4205	POLICE MEETING EXPENSES	3,500.00	233.85	328.85	9.40	3,171.15
01-02-4206	POLICE SERVICES	50,000.00	4,976.67	9,143.34	18.29	40,856.66
01-02-4208	POLICE BLDG & GROUNDS MAI	.00	.00	.00	.00	.00
01-02-4209	POLICE EQUIP & EQUIP MAINT	32,000.00	12,185.80	13,626.09	42.58	18,373.91
01-02-4218	POLICE STATUTES & REFEREN	200.00	.00	.00	.00	200.00
01-02-4240	POLICE REIM/REFUNDS	.00	111.16	111.16	.00	111.16-
01-02-4250	POLICE SUPPLIES/MATERIALS	21,000.00	1,794.79	2,943.36	14.02	18,056.64
01-02-4299	POLICE MISC. EXPENSES	300.00	.00	.00	.00	300.00
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
01-02-4999	POLICE TRANSFERS OUT	.00	.00	.00	.00	.00
	DIFFERENCE	405,985.00	56,353.22	89,920.84	22.15	316,064.16
	PROOF	405,985.00	56,353.22	89,920.84	22.15	316,064.16

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-05-4101	FIRE DEPT SALARIES	5,722.68	476.89	953.78	16.67	4,768.90
01-05-4103	FIRE DEPT LIFE INS	1,650.00	117.50	387.15	23.46	1,262.85
01-05-4105	FIRE DEPT WORKMEN COMP	2,000.00	.00	.00	.00	2,000.00
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	437.79	36.48	72.96	16.67	364.83
01-05-4202	FIRE DEPT UTILITIES	6,700.00	860.50	977.90	14.60	5,722.10
01-05-4203	FIRE DEPT INSURANCE	5,750.00	5,429.53	5,429.53	94.43	320.47
01-05-4204	FIRE DEPT MEMBERSHIPS/SUB	1,575.00	.00	800.00	50.79	775.00
01-05-4205	FIRE DEPT MEETING EXPENSES	1,500.00	.00	.00	.00	1,500.00
01-05-4206	FIRE DEPT SERVICES	400.00	.00	.00	.00	400.00
01-05-4208	FIRE DEPT BLDG & GROUNDS	10,000.00	38.76	38.76	.39	9,961.24
01-05-4209	FIRE DEPT EQUIP & MAINT	8,000.00	424.72	5,076.87	63.46	2,923.13
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	2,700.00	355.49	513.73	19.03	2,186.27
01-05-4299	FIRE DEPT MISC EXPENSES	.00	.00	.00	.00	.00
01-05-4400	FIRE DEPT CAPITAL OUTLAYS	20,000.00	.00	.00	.00	20,000.00
01-05-4500	FIRE DEPT DEBT SERV PRINCIP	.00	.00	.00	.00	.00
01-05-4800	FIRE DEPT GRANTS	.00	.00	.00	.00	.00
01-05-4999	FIRE DEPT TRANSFERS OUT	.00	.00	.00	.00	.00
	DIFFERENCE	67,485.47	7,739.87	14,250.68	21.12	53,234.79
	PROOF	67,485.47	7,739.87	14,250.68	21.12	53,234.79

CITY OF AUBURN
BUDGET REPORT
CALENDAR 11/2012, FISCAL 2/2012

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-07-4101	PARKS SALARIES	19,640.00	429.75	1,937.25	9.86	17,702.75
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	1,000.00	.00	.00	.00	1,000.00
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	1,502.46	32.87	148.20	9.86	1,354.26
01-07-4202	PARKS UTILITIES	14,000.00	1,919.94	2,164.33	15.46	11,835.67
01-07-4203	PARKS INSURANCE	3,200.00	4,464.12	4,464.12	139.50	1,264.12-
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	.00	.00	.00	.00	.00
01-07-4208	PARKS BLDG & GROUNDS MAIN	10,000.00	131.88	2,192.19	21.92	7,807.81
01-07-4209	PARKS EQUIP & MAINT	5,000.00	638.60	749.82	15.00	4,250.18
01-07-4223	PARK TREE PROGRAM	.00	.00	.00	.00	.00
01-07-4230	PARKS SALES TAX/LODGING	600.00	.00	.00	.00	600.00
01-07-4240	PARKS REIM/REFUNDS	.00	.00	.00	.00	.00
01-07-4250	PARKS SUPPLIES & EQUIP	8,000.00	267.29	1,705.92	21.32	6,294.08
01-07-4290	PARKS EQUIP/LAND RENTAL	.00	.00	.00	.00	.00
01-07-4299	PARKS MISC EXPENSES	500.00	.00	.00	.00	500.00
01-07-4400	PARKS CAPITAL OUTLAYS	32,000.00	.00	.00	.00	32,000.00
01-07-4500	PARK DEBT SERVICING PRINC.	.00	.00	.00	.00	.00
01-07-4800	PARKS GRANTS	.00	.00	.00	.00	.00
01-07-4999	PARKS TRANSFERS OUT	.00	.00	.00	.00	.00
	DIFFERENCE	95,442.46	7,884.45	13,361.83	14.00	82,080.63
	PROOF	95,442.46	7,884.45	13,361.83	14.00	82,080.63

CITY OF AUBURN
BUDGET REPORT
CALENDAR 11/2012, FISCAL 2/2012

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	462.79	462.79	5.78	7,537.21
01-09-4203	SR CENTER INSURANCE	2,800.00	1,524.10	3,127.10	111.68	327.10-
01-09-4206	SR CENTER SERVICES	2,700.00	190.00	455.00	16.85	2,245.00
01-09-4208	SR CENTER BLDG & GROUNDS	5,500.00	.00	.00	.00	5,500.00
01-09-4209	SR CENTER EQUIP & MAINT	2,000.00	75.00	669.92	33.50	1,330.08
01-09-4250	SR CENTER SUPPLIES/MATER	300.00	.00	69.87	23.29	230.13
01-09-4299	SR CENTER MISC EXPENSES	.00	.00	.00	.00	.00
01-09-4400	SR CENTER CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-09-4999	SR CENTER TRANSFERS	9,000.00	.00	5,000.00	55.56	4,000.00
		=====	=====	=====	=====	=====
	DIFFERENCE	30,300.00	2,251.89	9,784.68	32.29	20,515.32
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	30,300.00	2,251.89	9,784.68	32.29	20,515.32
		=====	=====	=====	=====	=====

CITY OF AUBURN
BUDGET REPORT
CALENDAR 11/2012, FISCAL 2/2012

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-51-4101	LIBRARY SALARIES	65,500.00	5,293.28	10,935.59	16.70	54,564.41
01-51-4102	LIBRARY HEALTH INSURANCE	10,709.91	809.34	2,570.84	24.00	8,139.07
01-51-4103	LIBRARY LIFE INSURANCE	480.00	20.95	62.85	13.09	417.15
01-51-4104	LIBRARY PENSION PLAN	3,046.95	205.74	424.43	13.93	2,622.52
01-51-4105	LIBRARY WORKMEN COMP	100.00	.00	.00	.00	100.00
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	5,015.00	394.00	814.71	16.25	4,200.29
01-51-4201	LIBRARY LEGAL	.00	.00	.00	.00	.00
01-51-4202	LIBRARY UTILITIES	7,000.00	461.03	895.52	12.79	6,104.48
01-51-4203	LIBRARY INSURANCE	3,250.00	3,339.02	3,339.02	102.74	89.02-
01-51-4204	LIBRARY MEMBERSHIPS/SUB	500.00	.00	.00	.00	500.00
01-51-4205	LIBRARY MEETING EXPENSES	400.00	.00	.00	.00	400.00
01-51-4206	LIBRARY SERVICES	6,300.00	605.82	1,502.24	23.85	4,797.76
01-51-4208	LIBRARY BLDG & GROUNDS	2,000.00	529.78	2,594.78	129.74	594.78-
01-51-4209	LIBRARY EQUIP & MAINT	4,120.00	.00	222.93	5.41	3,897.07
01-51-4228	LIBRARY BOOKS/AVS	14,000.00	2,446.65	3,622.56	25.88	10,377.44
01-51-4230	LIBRARY SALES TAX	60.00	.00	.00	.00	60.00
01-51-4240	LIBRARY REIM/REFUNDS	.00	.00	.00	.00	.00
01-51-4250	LIBRARY SUPPLIES/MATERIALS	6,000.00	265.74	390.07	6.50	5,609.93
01-51-4299	LIBRARY MISC EXPENSES	500.00	.00	132.25	26.45	367.75
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	134,981.86	14,371.35	27,507.79	20.38	107,474.07
	PROOF	134,981.86	14,371.35	27,507.79	20.38	107,474.07

10:00

BUDGET REPORT

OPER: KB

CALENDAR 11/2012, FISCAL 2/2012

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-52-4101	SWIM POOL SALARIES	50,762.00	.00	.00	.00	50,762.00
01-52-4105	SWIM POOL WORKMEN COMP	1,800.00	.00	.00	.00	1,800.00
01-52-4107	SWIM POOL UNIFORMS	1,000.00	.00	.00	.00	1,000.00
01-52-4111	SWIM POOL FICA MATCH	3,883.30	.00	.00	.00	3,883.30
01-52-4202	SWIM POOL UTILITIES	12,000.00	270.22	396.91	3.31	11,603.09
01-52-4203	SWIM POOL INSURANCE	2,100.00	3,889.46	3,889.46	185.21	1,789.46-
01-52-4206	SWIM POOL SERVICES	1,000.00	.00	.00	.00	1,000.00
01-52-4208	SWIM POOL BLDG & GROUNDS	3,000.00	1,576.31	3,128.92	104.30	128.92-
01-52-4209	SWIM POOL EQUIP & MAINT	13,000.00	640.47	1,372.13	10.55	11,627.87
01-52-4230	SWIM POOL SALES TAX	2,800.00	.00	679.38	24.26	2,120.62
01-52-4240	SWIM POOL REIM/REFUNDS	.00	.00	.00	.00	.00
01-52-4250	SWIM POOL SUPPLIES/MATER	8,000.00	144.99	497.71	6.22	7,502.29
01-52-4299	SWIM POOL MISC EXPENSES	250.00	.00	.00	.00	250.00
01-52-4400	SWIM POOL CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-52-4999	SWIM POOL TRANSFERS OUT	.00	.00	.00	.00	.00
	DIFFERENCE	99,595.30	6,521.45	9,964.51	10.01	89,630.79
	PROOF	99,595.30	6,521.45	9,964.51	10.01	89,630.79

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
03-00-4101	STREET SALARIES	119,125.00	9,028.60	17,032.07	14.30	102,092.93
03-00-4102	STREET HEALTH INSURANCE	19,094.42	1,396.42	4,398.74	23.04	14,695.68
03-00-4103	STREET LIFE INSURANCE	600.00	43.84	131.52	21.92	468.48
03-00-4104	STREET PENSION PLAN	7,000.00	481.24	961.45	13.74	6,038.55
03-00-4105	STREET WORKMEN COMP	9,500.00	.00	.00	.00	9,500.00
03-00-4106	STREET UNEMPLOYMENT	.00	.00	.00	.00	.00
03-00-4108	STREET FLEX SPENDING PLAN	.00	.00	.00	.00	.00
03-00-4110	STREET OTHER PERSONAL EX	400.00	.00	.00	.00	400.00
03-00-4111	STREET FICA MATCH	9,115.00	659.37	1,240.30	13.61	7,874.70
03-00-4201	STREET LEGAL EXPENSES	.00	.00	.00	.00	.00
03-00-4202	STREET UTILITIES	8,200.00	1,062.67	1,177.08	14.35	7,022.92
03-00-4203	STREET INSURANCE	7,300.00	17,144.88	17,144.88	234.86	9,844.88-
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	4,300.00	186.75	536.00	12.47	3,764.00
03-00-4208	STREET BLDG & GR MAINT	500.00	.00	.00	.00	500.00
03-00-4219	STREET ROAD MAINT BY OTHER	.00	.00	.00	.00	.00
03-00-4220	STREET SNOW REMOVAL OTH	3,000.00	.00	.00	.00	3,000.00
03-00-4230	STREET SALES TAX	.00	.00	.00	.00	.00
03-00-4231	STREET ROAD EQUIP PARTS	12,000.00	99.13	527.46	4.40	11,472.54
03-00-4232	STREET ROAD EQUIP LABOR	3,000.00	175.00	225.00	7.50	2,775.00
03-00-4233	STREET FREIGHT & EXPRESS	75.00	.00	.00	.00	75.00
03-00-4234	STREET OTHER EQUIP REPAIRS	.00	.00	.00	.00	.00
03-00-4240	STREET REIM/REFUNDS	200.00	26.73	26.73	13.37	173.27
03-00-4250	STREET SUPPLIES	.00	9.37	9.37	.00	9.37-
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	2,500.00	.00	7.98	.32	2,492.02
03-00-4257	STREET MEDICAL SUPPLIES	.00	.00	.00	.00	.00
03-00-4258	STREET SHOP SUPPLIES	1,200.00	206.11	269.89	22.49	930.11
03-00-4259	STREET SHOP TOOLS	1,000.00	12.49	164.21	16.42	835.79
03-00-4260	STREET SMALL TOOLS	.00	42.46	42.46	.00	42.46-
03-00-4265	STREET PLUMBING SUPPLIES	.00	.00	.00	.00	.00
03-00-4271	STREET GASOLINE	22,000.00	1,377.56	2,210.21	10.05	19,789.79
03-00-4272	STREET OIL/GREASE/ETC	800.00	.00	67.96	8.50	732.04
03-00-4273	STREET TIRES & TIRE REPAIR	3,000.00	.00	.00	.00	3,000.00
03-00-4274	STREET ASPHALTIC MATERIALS	10,000.00	3,168.32	6,481.82	64.82	3,518.18
03-00-4275	STREET GRAVEL & BORROW	6,000.00	20.25	20.25	.34	5,979.75
03-00-4276	STREET SNOW/SAFETY FENCE	.00	.00	.00	.00	.00
03-00-4277	STREET CONCRETE	10,000.00	411.43	411.43	4.11	9,588.57
03-00-4278	STREET CULVERTS	500.00	.00	.00	.00	500.00
03-00-4279	STREET STEEL PRODUCTS	150.00	21.90	42.60	28.40	107.40
03-00-4280	STREET LUMBER	100.00	.00	.00	.00	100.00
03-00-4283	STREET SIGNS	500.00	.00	.00	.00	500.00
03-00-4284	STREET SIGN POSTS	200.00	.00	.00	.00	200.00
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	1,200.00	.00	.00	.00	1,200.00
03-00-4288	STREET FLARES/FLAGS/BARRI	50.00	.00	.00	.00	50.00
03-00-4289	STREET SAFETY PROGRAM	350.00	6.99	6.99	2.00	343.01

10:00

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
03-00-4290	STREET EQUIP/LAND RENTAL	6,000.00	500.00	1,000.00	16.67	5,000.00
03-00-4299	STREET MISC SUPPLIES & MAT	700.00	.00	.00	.00	700.00
03-00-4300	STREET CAPITAL IMPROVE.	330,000.00	1,840.00	4,585.00	1.39	325,415.00
03-00-4400	STREET CAPITAL OUTLAYS	22,000.00	.00	.00	.00	22,000.00
03-00-4500	STREET DEBT SERV PRINC	36,727.51	.00	.00	.00	36,727.51
03-00-4600	STREET DEBT SERV INTEREST	6,785.38	2,530.00	2,530.00	37.29	4,255.38
03-00-4700	STREET BOND/WARRANTS	.00	.00	.00	.00	.00
03-00-4999	STREET TRANSFERS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	665,172.31	40,451.51	61,251.40	9.21	603,920.91
		=====	=====	=====	=====	=====
	PROOF	665,172.31	40,451.51	61,251.40	9.21	603,920.91
		=====	=====	=====	=====	=====

CITY OF AUBURN
BUDGET REPORT
CALENDAR 11/2012, FISCAL 2/2012

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
04-00-4206	STREET IMPROVEMENT SERVICES	200.00	15.00	15.00	7.50	185.00
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	115,000.00	.00	.00	.00	115,000.00
04-00-4600	ST IMPROVE DEBT SERV INTEREST	44,567.50	3,548.75	3,548.75	7.96	41,018.75
04-00-4700	ST IMPROVE DEBT OTHER	.00	.00	.00	.00	.00
04-00-4999	STREET IMPROVEMENTS TRANS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	159,767.50	3,563.75	3,563.75	2.23	156,203.75
		=====	=====	=====	=====	=====
	PROOF	159,767.50	3,563.75	3,563.75	2.23	156,203.75
		=====	=====	=====	=====	=====

City of Auburn
TIF Activity
Report Date 11-30-12

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	Hemmingsen Funeral Home	Northwest Sanitary Sewer	West Project	Orschein
7/31/2012	Balance Forward	\$ 408,364.00	\$ 260,884.13	\$ 3,888.37	\$ 47,744.28	\$ 10,781.30	\$(11,560.58)	\$(7,882.37)	\$ 31,491.51	\$ 64,022.96	\$ 8,979.29	\$ 15.11
8/1/2012	Eagles Loan Payment	\$ 88.67	\$ 88.67									
8/10/2012	Co. Collections	\$ 2,645.29	\$ 2,485.80	\$ 159.49								
8/15/2012	Legal Expenses	\$(336.00)										
8/15/2012	Loan Payment	\$ (5,695.59)										
8/31/2012	Interest on Acct.	\$ 51.84	\$ 32.14	\$ 0.52	\$ 5.70	\$ 1.55			\$ 3.63	\$ 7.78	\$ 0.52	
9/4/2012	Eagles Loan Payment	\$ 88.67	\$ 88.67									
9/13/2012	Co. Collections	\$ 46,292.51	\$ 23,859.52	\$ 192.24	\$ 9,714.31	\$ 10,432.31					\$ 2,094.13	
9/30/2012	Interest on Acct.	\$ 53.23	\$ 32.47	\$ 0.53	\$ 6.39	\$ 2.13			\$ 3.73	\$ 7.45	\$ 0.53	
10/1/2012	Eagles Loan Payment	\$ 88.67	\$ 88.67									
10/2/2012	Auburn Newspapers	\$(66.00)	\$(40.26)	\$(0.66)	\$(7.92)	\$(2.64)			\$(4.62)	\$(9.24)	\$(0.66)	
10/5/2012	Co. Collections	\$ 18,679.07	\$ 11,466.79	\$ 496.72	\$ 7.07	\$ 7.60	\$ 2.37		\$ 6,691.20		\$ 1.52	\$ 5.80
10/31/2012	Interest on Acct.	\$ 59.44	\$ 36.26	\$ 0.59	\$ 7.13	\$ 2.38			\$ 4.76	\$ 7.73	\$ 0.59	
11/1/2012	Eagles Loan Payment	\$ 88.67	\$ 88.67									
11/9/2012	Co. Collections	\$ 4,655.90	\$ 4,451.15	\$ 204.75								
11/13/2012	Legal Expenses	\$(84.00)	\$(84.00)									
11/30/2012	Interest on Acct.	\$ 58.25	\$ 35.54	\$ 0.58	\$ 6.99	\$ 2.33			\$ 4.66	\$ 7.57	\$ 0.58	
		\$ 475,032.62	\$ 303,514.22	\$ 4,943.13	\$ 57,483.95	\$ 21,226.96	\$(1,558.21)	\$(7,882.37)	\$ 38,194.87	\$ 63,708.25	\$ 5,380.91	\$ 20.91
	Adjust Bowling C	\$ (11,558.21)										
	Adjust Bowling C	\$ (7,882.37)										
	Aub 1 Project 2	\$ 4,943.13										
	NW Sewer	\$ 63,708.25										
	Adjusted Aub 1	\$ 524,243.42										