

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.  
APRIL 9, 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. **APPOINTMENT** – City Council Member 1<sup>st</sup> Ward.

6. **ELECT** Council President.

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

8. **APPROVAL OF FINANCIAL REPORT.**

9. **CLAIMS.**

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

11. **PROCLAMATION** – Arbor Day (April 27<sup>th</sup>).

12. **APPOINTMENTS** –

- Fire Department Member
- Budget/Finance Committee
- Ordinance Committee

13. **DON WRIGHT** – Regarding speed limit signs and slow children playing signs on M street from Hwy 136 to 18<sup>th</sup> Street.

14. **PRESENTATION** – Alan Jackson-Peru State College Marketing Professor.

15. **DISCUSSION** – Re: BPW to notify Planning Commission of any requests for services outside city limits.

16. **MOTION** to accept bid for 2012 Street Improvements Asphaltic Concrete Overlay project.
17. **RESOLUTION** – Accept a proposal for Infill Housing.
18. **ORDINANCE** – Accept bid and confirm sale of Lots (Lots 9, 10, 11, and 12; Block 29; Sheridan Addition).
19. **ORDINANCE** – Accept bid and confirm sale of Lots (Lots 106 and 107; Crestview Addition)
20. **RESOLUTION** to approve use of Community Development Block Grant Commercial Rehab Funding as suggested by the Revitalization Review Committee – **Authorize** mayor to sign MOUs (Auburn 10-DTR-105).
21. **DRAWDOWN #25** – Administration related costs only – CDBG #09-HO-6047 (Citywide Owner-Occupied Housing Rehabilitation) and related claims.
22. **DRAWDOWN #26** – Project related costs only – CDBG #09-HO-6047 (Citywide Owner-Occupied Housing Rehabilitation) and related claims.
23. **RESOLUTION** – Close the highways for the parade(s).
24. **RESOLUTION** – Authorizing a city credit card.
25. **REPORTS/RECOMMENDATIONS** - - From Dept. Heads.
  - a. Street Department –
  - b. Fire Department –
  - c. Police Department –
  - d. Library –
  - e. Treasurer –
26. **REPORTS/RECOMMENDATIONS** - - From Committees.
  - a. Street –
  - b. Keep Auburn Beautiful -
  - c. Economic Development –
  - d. Safety Committee –
  - e. Building Committee -
  - f. Legislative –
  - g. Other Committees & Reports –
27. **ORDINANCE** – Lottery; Sales Outlet Locations; Approval Required; Qualification Standards.
28. **ADJOURNMENT.**

# Possible Motion Format 4-9-12

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. **APPOINTMENT** – City Council Member 1<sup>st</sup> Ward.
6. **ELECT** Council President.
7. **APPROVAL OF MINUTES OF PREVIOUS MEETING(S).**

POSSIBLE MOTION: I move to dispense with the reading of the March 12, 2012, meeting's minutes and to approve the same as written (or as amended)

8. **APPROVAL OF FINANCIAL REPORT.**

POSSIBLE MOTION: I move to approve the financial report

9. **CLAIMS.**

POSSIBLE MOTION: I move to approve the claim submitted by Auburn Plumbing, Htg. & AC Inc. in the amount of \$155.00

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

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

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

11. **PROCLAMATION** – Arbor Day (April 27<sup>th</sup>).

12. **APPOINTMENTS** –
  - Fire Department Member
  - Budget/Finance Committee
  - Ordinance Committee

POSSIBLE ACTION: Roll call on Appointments

13. **DON WRIGHT** – Regarding speed limit signs and slow children playing signs on M street from Hwy 136 to 18<sup>th</sup> Street.

14. **PRESENTATION** – Alan Jackson-Peru State College Marketing Professor.

15. **DISCUSSION** – Re: BPW to notify Planning Commission of any requests for services outside city limits.

16. **MOTION** to accept bid for 2012 Street Improvements Asphaltic Concrete Overlay project.

POSSIBLE MOTION: I move to accept the bid of Pavers Inc. in the amount of \$232,986.15 for the 2012 Street Improvements Asphaltic Concrete Overlay project.

17. **RESOLUTION** – Accept a proposal for Infill Housing.

POSSIBLE MOTION: I move to authorize and approve a grant of \$10,000.00 to Terry Fulton/TCB Contracting for the purpose of infill housing as proposed by the passage and adoption of Resolution No. 9-12

18. **ORDINANCE** – Accept bid and confirm sale of Lots (Lots 9, 10, 11, and 12; Block 29; Sheridan Addition).

POSSIBLE ACTION: (Ordinance Record-Ordinance No. 5-12)

19. **ORDINANCE** – Accept bid and confirm sale of Lots (Lots 106 and 107; Crestview Addition)

POSSIBLE ACTION: (Ordinance Record-Ordinance No. 6-12)

20. **RESOLUTION** to approve use of Community Development Block Grant Commercial Rehab Funding as suggested by the Revitalization Review Committee – **Authorize** mayor to sign MOUs (Auburn 10-DTR-105).

POSSIBLE MOTION: I move to approve the use of Auburn 10-DTR-105 Community Development Block Grant Commercial Rehab funding as suggested by the Revitalization Review Committee by the passage and adoption of Resolution No. 10-12

21. **DRAWDOWN #25** – Administration related costs only – CDBG #09-HO-6047 (Citywide Owner-Occupied Housing Rehabilitation) and related claims.

POSSIBLE MOTION: I move to approve CDBG #09-HO-6047 (Citywide Owner-Occupied Housing Rehabilitation Program) Drawdown #25 in the amount of \$2382.00 and the related claims

22. **DRAWDOWN #26** – Project related costs only – CDBG #09-HO-6047 (Citywide Owner-Occupied Housing Rehabilitation) and related claims.

POSSIBLE MOTION: I move to approve CDBG #09-HO-6047 (Citywide Owner-Occupied Housing Rehabilitation Program) Drawdown #26 in the amount of \$160 and the related claims

23. **RESOLUTION** – Close the highways for the parade(s).

POSSIBLE MOTION: I move to approve Resolution No. 11-12 regarding the temporary use of the state highways for parades to be held in conjunction with the Nemaha County Fair

24. **RESOLUTION** – Authorizing a city credit card.

POSSIBLE MOTION: I move that the City apply for a credit card pursuant to the terms of the Business Edition Visa Card application by the passage and adoption of Resolution No. 12-12

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

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

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

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

27. **ORDINANCE** – Lottery; Sales Outlet Locations; Approval Required; Qualification Standards.

POSSIBLE ACTION: (Ordinance Record)

28. **ADJOURNMENT.**

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

City Council Proceedings  
March 12, 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 March 12, 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, Erickson and Holtzman. Absent: No one.

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

Council approved the February 27, 2012 meeting's minutes as written.

The City Council approved the financial report.

The following claims were presented before the Council for ratification: American Family Life Assurance Co., Wh-81.32; American Recycling & Sanitation, Se-145.00; Black Hills Energy, Ut-78.42; Blue Cross-Blue Shield, Ins-9133.00; Board of Public Works, Ut-4759.25; Consolidated Management Co., Su-161.75; Linda Bantz, Se-309.00; Mark Harms, Ex-500.00; Nemaha County, Se-4693.47; Time Warner Cable, Se-118.76; Verizon Wireless, Se-52.19; Windstream, Ut-121.55; Wright Express, Su-2467.74; Action Technology Services Inc., Se-300.00; Board of Public Works, Maint-Su-247.92; . The following claims (not previously approved by motion or resolution) were presented: Annie Thomas, Reim-90.04; Auburn Elevator Co., Su-94.86; Auburn High School, Bk-40.00; Auburn Memorial Library Petty Cash, Su-49.40; Auburn Newspapers, Se-313.03; Demco, Su-235.05; Eakes Office Plus, Su-56.45; Eggers Brothers Inc., Su-212.21; Filter Care, Su-15.70; Five Nines Technology Group, Se-238.70; Gale Cengage Learning, Bk-408.44; Glenn's Corner Market, Su-38.00; Hobart Sales & Service, Se-323.82; League of NE Municipalities, Reg-Ex-235.00; Mandy Hall Photography, Se-225.73; Nebraska Forest Service, Reg-40.00; Nebraska Municipal Clerk Assn., Mem-25.00; Nemaha County Sheriff, Se-3881.04; Pamida Inc., Su-111.81; Petty Cash, Se-Su-Reim-77.00; Radar Road Tec, Se-140.00; Randy Bennett, Reim-1944.27; Reiman Publications, Bk-30.98; Sack Lumber Co., Su-59.77; Schneider OK Tire Stores, Se-80.00; Scott Kudrna, Reim-91.25; Steve Abernathy, Se-1021.17; Stutheit Implement Co., Su-49.96; Tri-State Office Products, Su-129.95; Xerox Corporation, Se-Su-307.68.

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.

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

Norma Baker talked about heavy traffic on G Street and 10<sup>th</sup> Street.

The request to use the empty lot at 1903/1905 N Street for nature learning stations was approved.

Public Hearing was held to consider the request for a Class B – Beer Off Sale Only License for Farmer's Cooperative dba Farmers Cooperative at 922 J Street, Auburn, Nebraska. Following the public hearing the request was approved.

With five Council Members (Billings, Bishop, Critser, Erickson, Holtzman) voting in favor and one Council Member (Clark) voting in opposition, the plans and specifications for the 2012 Street Improvements-Asphaltic Concrete Overlay project prepared by JEO Consulting Group Inc. were approved and the engineers were authorized to get bids.

The Resolution/Agreement No. 8-12 with Zeilinger Keno Inc., including authorization of the keno operating account and approval of American Legion Post No. 23 as a satellite location was approved.

The use of Auburn 10-DTR-105 Community Development Block Grant Commercial Rehab funding as suggested by the Revitalization Review Committee was approved by the passage and adoption of Resolution No. 7-12.

March 12, 2012

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Ordinance No. 3-12 and Ordinance No. 4-12 amending General Provisions of Parking Rules, Sections 74.01 to 74.16 of Chapter 74 of the City Code of Ordinances were approved.

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

The following committees provided reports: KAB, Economic Development and Safety. A written financial report was provided by the Auburn Community Redevelopment Authority.

A letter from Chris Erickson resigning his position of Council Member from Ward 1 was presented.

The City Council confirmed the appointment of Chris Erickson as a part time police officer effective March 17, 2012. Council Member Erickson abstained from voting.

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

Sherry Heskett  
City Clerk

J. Scott Kudrna  
Mayor

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

AGENDA ITEM

NO 7

Auburn, Nebraska  
March 12, 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 March 12, 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 March 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, Erickson and Holtzman. Absent: No one.

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

Council Member Holtzman moved to dispense with the reading of the February 27, 2012 meeting's minutes and to approve the same as written. The foregoing motion was seconded by Council Member Critser and upon roll call vote, the following Council Members voted "YEA": Bishop, Clark, Critser, Erickson, Holtzman, and Billings. The following voted "NAY": No one. Motion: Carried.

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

The following claims were presented before the Council for ratification: American Family Life Assurance Co., Wh-81.32; American Recycling & Sanitation, Se-145.00; Black Hills Energy, Ut-78.42; Blue Cross-Blue Shield, Ins-9133.00; Board of Public Works, Ut-4759.25; Consolidated Management Co., Su-161.75; Linda Bantz, Se-309.00; Mark Harms, Ex-500.00; Nemaha County, Se-4693.47; Time Warner Cable, Se-118.76; Verizon Wireless, Se-52.19; Windstream, Ut-121.55; Wright Express, Su-2467.74; Action Technology Services Inc., Se-300.00; Board of Public Works, Maint-Su-247.92; . The following claims (not previously approved by motion or resolution) were presented: Annie Thomas, Reim-90.04; Auburn Elevator Co., Su-94.86; Auburn High School, Bk-40.00; Auburn Memorial Library Petty Cash, Su-49.40; Auburn Newspapers, Se-313.03; Demco, Su-235.05; Eakes Office Plus, Su-56.45; Eggers Brothers Inc., Su-212.21; Filter Care, Su-15.70; Five Nines Technology Group, Se-238.70; Gale Cengage Learning, Bk-408.44; Glenn's Corner Market, Su-38.00; Hobart Sales & Service, Se-323.82; League of NE Municipalities, Reg-Ex-235.00; Mandy Hall Photography, Se-225.73; Nebraska Forest Service, Reg-40.00; Nebraska Municipal Clerk Assn., Mem-25.00; Nemaha County Sheriff, Se-3881.04; Pamida Inc., Su-111.81; Petty Cash, Se-Su-Reim-77.00; Radar Road Tec, Se-140.00; Randy Bennett, Reim-1944.27; Reiman Publications, Bk-30.98; Sack Lumber Co., Su-59.77; Schneider OK Tire Stores, Se-80.00; Scott Kudrna, Reim-91.25; Steve Abernathy, Se-1021.17; Stutheit Implement Co., Su-49.96; Tri-State Office Products, Su-129.95; Xerox Corporation, Se-Su-307.68.

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Council Member Billings moved to approve the claims which have not been previously approved by motion or resolution and ratify the ordinary and necessary expenses allowed and in accordance with Resolution No. 7-11 that was approved February 28, 2011. The foregoing motion was seconded by Council Member Bishop and upon roll call vote, the following Council

Members voted "YEA": Critser, Erickson, Holtzman, Billings, Bishop, and Clark. The following voted "NAY": No one. Motion: Carried.

Norma Baker talked about heavy traffic on G Street and 10<sup>th</sup> Street.

Kim Beger, Deb Reiman, Lynsey Ligouri and other interested parties appeared before the Mayor and City Council to request permission to use the empty lot at 1903/1905 N Street for nature learning stations. Following discussion, Council Member Bishop moved to approve the request to use the empty lot at 1903/1905 N Street for nature learning stations. The foregoing motion was seconded by Council Member Critser and upon roll call vote, the following Council Members voted "YEA": Erickson, Holtzman, Billings, Bishop, Clark, and Critser. The following voted "NAY": No one. Motion: Carried.

Public Hearing was held to consider the request for a Class B – Beer Off Sale Only License for Farmer's Cooperative dba Farmers Cooperative at 922 J Street, Auburn, Nebraska. Darol Grummert with Farmers Cooperative was present to answer questions. There wasn't any opposition to the request. Following the public hearing, Council Member Bishop moved for approval of the request for a Class B – Beer Off Sale Only License for Farmer's Cooperative dba Farmers Cooperative at 922 J Street, Auburn, Nebraska. The foregoing motion was seconded by Council Member Holtzman and upon roll call vote, the following Council Members voted "YEA": Holtzman, Billings, Bishop, Clark, Critser, and Erickson. The following voted "NAY": No one. Motion: Carried.

The plans and specifications for the 2012 Street Improvements-Asphaltic Concrete Overlay project were presented. Council Member Holtzman moved to approve the plans and specifications for the 2012 Street Improvements-Asphaltic Concrete Overlay project prepared by JEO Consulting Group Inc. and authorize the engineers to get bids. The foregoing motion was seconded by Council Member Bishop and upon roll call vote, the following Council Members voted "YEA": Billings, Bishop, Critser, Erickson, and Holtzman. The following voted "NAY": Clark. Motion: Carried.

Council Member Erickson moved to approve the Resolution/Agreement No. 8-12 with Zeilinger Keno Inc., including authorization of the keno operating account and approval of American Legion Post No. 23 as a satellite location. The foregoing motion was seconded by Council Member Critser and upon roll call vote, the following Council Members voted "YEA": Bishop, Clark, Critser, Erickson, Holtzman, and Billings. The following voted "NAY": No one. Motion: Carried. A true, correct and complete copy of said resolution is as follows:

#### RESOLUTION/AGREEMENT NO. 8-12

This agreement is made and entered into on the 12th day of March, 2012, by and between **Zeilinger Keno, Inc.**, a Nebraska corporation, hereinafter called "Keno Contractor", and the **City of Auburn, Nebraska**, hereinafter, the "City".

**WHEREAS**, Keno Contractor is authorized to conduct business pursuant to the statutes of the United States and of the State of Nebraska;

**WHEREAS**, the City Board authorized such a lottery to be established and requested proposals for a keno-type lottery to be operated by an independent contractor lottery operator;

**WHEREAS**, the Keno Contractor's proposal for operating a lottery was accepted by the City;

**WHEREAS**, the Keno Contractor and the City are desirous of continuing the Keno Contractor's exclusive right to operate for the City, a legal, keno-style lottery, within the City for a period of five (5) years from the date of this agreement;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **DEFINITIONS.**

- a. Gross Proceeds. "Gross Proceeds" shall mean the total aggregate receipts received from the conduct of the lottery without any reduction for prizes, discounts, taxes or expenses and shall include any consideration necessary for participation, and the value of any free tickets, games or plays used; but shall not include any amounts received from the sale of concessions or any other legitimate business operations as authorized hereinbelow.
- b. Expenses. "Expenses" shall mean:
- (1) all costs associated with the purchasing, printing, or manufacturing of any items to be used or distributed in the lottery;
  - (2) all office or clerical expense in connection with the lottery;
  - (3) all promotional expenses for the lottery;
  - (4) all salaries of persons employed to operate, conduct, or supervise the lottery;
  - (5) any rental or lease expense related to the lottery;
  - (6) any fee or commission paid to any person associated with the lottery;
  - (7) license fees paid to the department; and
  - (8) any other costs associated with the conduct of the lottery, but not including taxes paid pursuant to Neb. Rev. Stat. §9-648 or prizes awarded to participants.
- c. Keno Lottery or Keno-Type Lottery. "Keno Lottery" or "Keno-Type Lottery" shall mean any lottery as permitted by Neb. Rev. Stat. §9-607(1)(c)(ii).
- d. Others. For the purposes of this Agreement and except for those definitions expressly set forth herein, unless the context otherwise requires, the definitions found in the *Nebraska County and City Lottery Act*, Neb. Rev. Stat. §§9-601 et seq., and any rules and regulations promulgated thereunder shall be used.

2. **RIGHT TO OPERATE.** The City herewith grants to the Keno Contractor the exclusive right to operate, for and on behalf of the City, a legal, keno-style lottery, as authorized by the *Nebraska County and City Lottery Act*, §§9-601 et seq., R.R.S. (Reissue, 1991); and pursuant to Rules and Regulations duly promulgated by the Nebraska Department of Revenue. Such operation shall be controlled directly by the Keno Contractor and be located within the Corporate boundaries of the City. No other such operation will be allowed by the City during the term of this agreement. No transfer of ownership rights of the Keno Contractor shall occur unless the transfer is first approved in writing by the City.

3. **LOTTERY FACILITIES.**

- a. The Keno Contractor agrees to operate a keno-type lottery from such location(s) as approved by the City Board. The owner of the location will be referred to herein as the "Lottery Operator".
- b. The Keno Contractor may not change, or establish additional locations, without the prior approval of the City Council, which approval shall not be unreasonably withheld.
- c. The parties recognize that the liquor and food operations will be conducted separately by Lottery Operator(s). In the event Lottery Operator(s) should

discontinue liquor and/or food operations for any reason, then this agreement may, upon application by either party, be amended to provide a different location of play or such other changes as may be required to continue the operation of the keno lottery and as agreed to in writing by the parties herein.

- d. The Keno Contractor shall require Lottery Operator(s) to maintain the premises in a clean and sanitary condition and in conformance with all applicable health and safety laws and regulations. Repeated failure to maintain the premises as required, may result in revocation of the premises as an approved location for the keno lottery.
- e. The Lottery Operator shall execute a Sales Outlet Operator Agreement with the Keno Contractor. In the event the Lottery Operator does not comply with the terms and conditions of its agreement with the Keno Contractor, the Keno Contractor shall have the right to terminate the Sales Outlet Operator Agreement and cease keno operations at said facility. Such termination of the Lottery Operator due to a breach of the Agreement shall not be deemed a default of this Agreement. In the event that the terminated facility is the only eligible facility in the City, this Agreement shall be suspended until such time as another location becomes eligible, which amount of time will not be unreasonable under the circumstances, or the Lottery Operator's default has been cured and Keno Contractor is satisfied that the default will not occur again in the future. The absence of a location for a Lottery Operator, or location willing to become a Lottery Operator, shall not be deemed a breach of this Agreement and Keno Contractor shall not be required to obtain a license for the conducting of a keno game until an eligible Lottery Operator is secured.

4. **COMPLIANCE WITH LAW.** The Keno Contractor agrees to strictly comply with and conform to the requirements, provisions, and conditions of the *Nebraska County and City Lottery Act*, Neb. Rev. Stat. §9-601 et seq., together with any and all other federal, state, and local laws and administrative rules and regulations promulgated by the Nebraska Department of Revenue.

5. **LICENSING.**

- a. The Keno Contractor agrees to have the keno-type lottery game or games in operation promptly as licensing allows following notification of the City's acceptance of the Keno Contractor's proposal. The City Council may, in its discretion, grant an extension of the time to commence operation of the keno-type lottery game or games if the Keno Contractor demonstrates to the City Council that it cannot meet the above stated timetable due to conditions of hardship. Prior to commencing operation, the Keno Contractor shall not permit any participation in the keno lottery in exchange for any consideration without actual possession of the required lottery operator's license from the State of Nebraska.
- b. The Keno Contractor agrees to submit to the Nebraska Department of Revenue an application for a license as a lottery operator and all required documentation and information as soon as reasonably possible after final approval of this Agreement, and to promptly complete all acts necessary to obtain such operator's license. The Keno Contractor shall maintain a valid operator's license, as required by Neb. Rev. Stat. §9-630, at all times during the term of this Agreement.
- c. This Agreement shall be specifically conditional upon the Keno Contractor receiving all of the necessary licenses and approval from the Nebraska Department of Revenue and any other governmental agencies or authorities which are necessary in order to conduct a keno-lottery pursuant to the *Nebraska County and City Lottery Act*.

6. **LOTTERY TICKETS.** The Keno Contractor shall provide the expertise, equipment, services, supplies, employees, locations, and financing necessary to operate the keno-type lottery on

behalf of the City. Each outside ticket used in the keno lottery shall have the City's name printed clearly thereon, and shall bear numbers, which numbers shall be in sequence. No such ticket shall be sold unless the name of the City and number are printed thereon.

**7. DIVISION OF OPERATION PROCEEDS.**

a. **TICKET LOTTERY GAME OPERATION:** The gross amount of monthly proceeds shall be divided and turned over as follows after the winning tickets have been paid, to wit:

- (1) Payout is based on a seventy- six percent (76%) payout:
- (2) Two percent (2%) of the gross to the Nebraska State Tax Commissioner, paid by Keno Contractor to the City for transmittal by the City Treasurer.
- (3) Eight percent (8%) of the gross, paid by Keno Contractor to the City for transmittal to the City Treasurer.
- (4) The Keno Contractor's total receipt shall be limited to fourteen percent (14%) of the gross which shall include .25 percent (1/4%) for Federal Excise Tax.

b. It is understood by the City that the City's total share of ten percent (10%) (8% guaranteed plus 2% for taxes) set forth in this paragraph is a target figure based on statistical odds over an infinite period of time. The City further understands that the actual percentage paid for prizes will vary from month to month and that, on occasion, the amount of prize money paid to winners in a given month may result in the Keno Contractor not receiving the entire fourteen percent (14%) of the gross proceeds, and the Keno Contractor not having sufficient net proceeds to pay the City the two percent (2%) to cover state tax, and to pay the eight percent (8%) for the City share, a "Keno Prize Reserve Account" will be established to handle this situation.

c. **Keno Prize Reserve Account -** For each monthly reporting period seventy-six percent (76%) of the gross proceeds of the Keno/lottery operation shall be dedicated to payment of prizes, subject to the following:

(1) Where the total percentage of monies paid to winners is less than seventy- six percent (76%) of the gross proceeds, the proceeds representing the difference between seventy-six percent (76%) and the actual percent paid to winners and uncollected winnings shall be retained in the bank account established pursuant to this Agreement, which account will be referred to hereinafter as the "Keno Prize Reserve Account." The sum so retained shall be referred to as the "Prize Differential Surplus."

(2) **Keno Proceeds Account -** Where the total percentage of monies paid to winners is greater than seventy-six percent (76%) of the gross proceeds, the Keno Contractor shall be permitted to utilize any Prize Differential Surplus accumulated from prior months paid which shall be applied in the following order:

- (a) Winners and State Tax
- (b) Eight percent (8%) to the City for its share
- (c) Keno Contractor - For Current Month's payment (Fourteen percent [14%])

(d) Keno Contractor - For unpaid Keno Contractor's payments due to the payment of prizes in a previous month(s). Said money shall be paid to Keno Contractor in subsequent months until the difference is fully satisfied, without interest.

(e) Prizes unclaimed, after waiting the time period required by Nebraska law, shall be paid to the City.

(f) Keno Prize Reserve Account - all of the remaining proceeds.

The City agrees to fund the Keno Prize Reserve Account with the sum of \$25,000.00 but may withdraw monies from the account at its discretion.

(3) Any monies remaining in the Keno Prize Reserve Account at the completion of the Agreement is the property of the City.

(4) In no event shall the Keno Contractor pay to the City with respect to any calendar month, or portion thereof, an amount less than five percent (5%) of the gross proceeds which shall be used to pay the state tax pursuant to Neb. Rev. Stat. §9-648 for said period or such other amount as the City is required to pay to others, and to be applied to the City's share of the proceeds.

(5) Transfers From Keno Prize Reserve - It is anticipated that Keno Contractor may, from time to time, be required to transfer monies to the Keno Prize Reserve Account for the purpose of maintaining the necessary cash flow to pay the City its eight percent (8%) guaranteed minimum and to pay winners. The Keno Contractor shall be reimbursed from subsequent month surpluses payable to the Keno Prize Reserve Account for any transfers which are needed to pay the City all or any part of its eight percent (8%) guaranteed minimum, also, to pay player prizes, and complete the percentage to be paid to Keno Contractor under the terms of this Agreement.

d. It is further agreed that the City shall not be held liable for any expenses of said operation; and the City's losses, if any, shall be limited to its share of the total gross receipts.

e. From its share of the total gross receipts, the Keno Contractor shall be responsible for any and all necessary expenses of operations and it shall pay the same on a timely basis, holding the City completely harmless for said payments. Keno Contractor's expenses include, but are not limited to, all those necessary for daily operation of the keno-style lottery.

f. The payment of proceeds to the City shall be made no later than fifteen (15) days following the last day of the keno lottery operations for each month and shall be accompanied by the monthly financial report as provided for in Paragraph 9 of this Agreement. Interest shall accrue on all payments due the City, at the judgment interest rate established by state law, from the first day of each month such payment is due until paid. The date of mailing of said remittance shall be deemed the date of payment thereof.

## 8. RECORD KEEPING AND AUDITING.

a. The Keno Contractor agrees to maintain or cause to be maintained complete books and records of all operations associated with the operation of the keno lottery, including, but not limited to, all costs and proceeds associated with the keno lottery and concession sales. All books and records must be sufficient to comply with the

provisions of the *Nebraska County and City Lottery Act*, Neb. Rev. Stat. §9-601 et seq., and the rules and regulations promulgated thereunder. The Keno Contractor shall submit to the City monthly financial reports for said operation no later than fifteen (15) days following the last day of each month's operation. Such monthly reports shall contain all information, necessary to complete any report required by law, rules, regulations, including information related to proceeds, expenses, taxes, fees, maintenance, and commissions for the month reported. The City may, at its option, request that any report be submitted weekly.

- b. The City shall have the right, without notice, to review and examine all books and records of the Keno Contractor relating to the keno lottery operations, sales of concessions, and other legitimate business operations conducted at the keno lottery locations. If one is required by the Nebraska Department of Revenue's regulations, any annual outside audit of the Keno Contractor's books and records which is conducted pursuant to such rules and regulations shall be paid by the Keno Contractor. The City shall have the right to conduct or cause to be conducted an audit of the Keno Contractor's books and records at any time. If the City elects to conduct an audit, it shall bear any cost incurred by it.
- c. At the City's request, the Keno Contractor agrees to provide to the City, and keep current, financial statements of the Keno Contractor, each officer or director of the Keno Contractor, each partner of the Keno Contractor, and all shareholders of the Keno Contractor owning greater than five percent (5%) of the outstanding equity of the Keno Contractor. The financial statements of the Keno Contractor shall be prepared by an independent certified public accountant. The Keno Contractor shall prohibit the transfer of its shares or equity interest to anyone not disclosed to the City at the time of submission of its proposal without prior approval of the City.
- d. The Keno Contractor agrees to notify the City within thirty (30) days of the commencement of any litigations, whether civil or criminal, involving the Keno Contractor, any officer, director, or partner of the Keno Contractor, any shareholder of the Keno Contractor, or any keno manager. In addition, the Keno Contractor agrees to notify the City of any violation of the applicable laws, rules and regulations governing keno lottery operations committed by an employee of the Keno Contractor within twenty-four (24) hours of the time the Keno Contractor knows or should have known of the violation.
- e. The Keno Contractor shall be responsible for all federal, state, and local taxes, licensing, and reporting requirements for itself, the City, and lottery winners as provided or permitted by law; except that the City shall be responsible for payment of the two percent (2%) lottery tax imposed upon it pursuant to Neb. Rev. Stat. §9-648, but the Keno Contractor shall prepare any report therefor. The Keno Contractor shall register with the Internal Revenue Service pursuant to §4412 of the IRS Code, and pay the required occupation tax, unless the keno lottery operation conducted by the contractor is not subject to the federal excise tax on wagering imposed under §§4401 et seq. of the Internal Revenue Code of 1954. The Keno Contractor shall submit to the City a copy of all reports of any kind filed with the Nebraska Department of Revenue or the Internal Revenue Service within ten (10) days of such filing.
- f. All gross proceeds of the keno lottery, except that portion paid out in cash prizes of One Thousand Dollars (\$1,000.00) or less, shall be deposited in a separate bank account maintained at a bank of the City's choosing. All expenses and prizes, except cash prize payouts of One Thousand Dollars (\$1,000.00) or less, shall be paid by check drawn on said bank account.
- g. Any change or adjustment of the tax percentage due by the State or Federal government shall require the Keno Contractor and the City to recalculate the

percentages paid to the parties out of the remaining gross proceeds after winning tickets. Recalculations shall take effect as of the date the modified tax requirements are imposed.

- h. In the event this Agreement is terminated or forfeited prior to the expiration of its term, the Keno Contractor shall immediately submit to the City a financial report prepared as would otherwise be required showing all required information for the time which has elapsed since the period for which the payment was made. Payment for said period shall be due to the City with fifteen (15) days following the termination.

9. **CITY RULES AND REGULATIONS.** Keno Contractor agrees to comply with all City rules and regulations, that are in addition to State requirements, imposed. Said rules and regulations shall be available to Keno Contractor in printed form.

10. **INSURANCE.** The Keno Contractor shall carry and certify to the City: (1) Public Liability for a minimum limit of \$1,000,000 per occurrence with the City being named as an additional insured thereunder; (2) Property Coverage against perils of loss designated as "special form" to the value designated by Keno Contractor for "Keno Type Equipment", on Keno Contractor's premises; and (3) Worker's Compensation and Employers Liability.

11. **OWNERSHIP OF SYSTEM.** The City acknowledges Keno Contractor's proprietary rights in and to the complete system's specifications as set out herein. Full right, title and interest to all aspects and components of the lottery system installed pursuant to this agreement including its business practices and trade secrets will remain in Keno Contractor, and Keno Contractor will be entitled to reclaim the same after termination of the Agreement.

12. **NON-DISCLOSURE OF KENO CONTRACTOR'S METHODS.** The City agrees that it will not disclose to any other person or entity any information concerning the production, computer programming, security methods, or any other method of process purchased or developed by the Keno Contractor to establish or operate the keno-style lottery operation pursuant to this Agreement.

13. **COMPLIANCE WITH LAWS.** The Keno Contractor agrees to maintain a state operator's license at its expense, and to cause said keno-style lottery operation to conform to the laws of the State of Nebraska, the ordinances of the City, and any all applicable federal statutes. In the event any law, rule or regulation or ordinance, not in effect at the date of this agreement shall change and adversely affect operations of the keno-style lottery, the Keno Contractor shall have a reasonable time to revise said keno-style lottery to conform to said changes. In the event any law is passed or a rule, regulation, or ordinance is adopted to cause said operation to become economically impossible, the Keno Contractor shall have the right to cancel this agreement without cost or penalty.

The Keno Contractor shall be responsible for the operation of the keno lottery at each location in strict compliance with this agreement and all laws, rules and regulations governing keno lottery operations. The Keno Contractor shall notify the City of any violation occurring at a satellite locations, and shall take all necessary action to correct any violation occurring at the satellite location within twenty-four (24) hours of the time the Keno Contractor knows or should have known of the violation, including termination of all keno lottery operations at the satellite location if necessary.

14. **HOURS OF OPERATION.** The Keno Contractor may operate the lottery only during the hours established by the City for the purchase of on-sale alcoholic beverages.

15. **APPROVAL OF EQUIPMENT AND SECURITY.**

- a. Prior to commencing operation, the Keno Contractor shall, if requested, submit for inspection, testing, and approval all lottery equipment proposed to be used in the

keno lottery operation. Said inspections and/or tests shall be conducted by the City or its designate(s), including but not limited to, the Nebraska Department of Revenue, Federal Bureau of Investigation (FBI), other governmental or law enforcement agencies, or independent testing or auditing firms. Any such inspection may be in addition to any required by state law. Inspections or tests may also be conducted at any time during the course of this Agreement by the City or its designate(s) without prior notice. The City retains the right to reject any lottery equipment not meeting its approval. In the event of rejection, the Keno Contractor shall immediately discontinue use of such lottery equipment and provide sufficient lottery equipment to perform its duties under this Agreement.

- b. The Keno Contractor shall be required to install and maintain security devices and measures to ensure the integrity, honesty, and fairness of the keno lottery operation. Such security system is subject to the approval of the City, which approval shall not be unreasonably withheld. The security system is subject to inspection and testing at any time without prior notice in the same manner described in 15(a).
- c. One (1) copy of the detailed plans, drawings, and specifications of the security system, outlining in specific detail the system and devices to be used shall be kept on file, in a secured place, in the office of the Keno Administrator (or other City official). The same shall be available only to individuals authorized by the Keno Administrator, with the concurrence of the Keno Contractor, to have access to the same for the purpose of ensuring compliance with this Agreement, and in particular Paragraph 16(b) above. Any such material shall not be construed to be a public record. The Keno Contractor shall keep this information continually current.

16. **NOTICE OF INTERRUPTION.** In the event that the Keno Contractor shuts down or intends to shut down the whole keno-style lottery operation for longer than seventy-two (72) continuous hours, other than for legal holidays, Keno Contractor shall notify the City of the interruption as soon as possible, and advise the City of the anticipated length of interruption.

17. **DEFAULT.**

- a. The Keno Contractor shall be deemed in default of this Agreement upon happening of any of the following events:
  - (1) Insolvency of the Keno Contractor;
  - (2) The filing of a petition of bankruptcy for the protection, under chapters 7, 11, or 13 of the Bankruptcy Code, of the Keno Contractor, any officer, director, or partner of the Keno Contractor, or any shareholder of the Keno Contractor owning five percent (5%) or greater of the outstanding equity of the Keno Contractor;
  - (3) The conviction of the Keno Contractor, any officer, director, partner, or employee of the Keno Contractor, or any shareholder of the Keno Contractor of a felony or a criminal act relating to the honesty or trustworthiness of the Keno Contractor in performance of this Agreement or in the performance of any other gaming operation. Convictions of other crimes involving moral turpitude or of such a nature as, in the opinion of the City, may in any way adversely reflect upon the keno lottery operation or the City, or in any way give the appearance of impropriety, shall give the City, by and through the City Council, the right to request the removal of any such person. Failure to honor such request will constitute breach of this Agreement;
  - (4) The failure to comply with any federal, state, or local law, or rules and regulations;

- (5) Except as set forth in paragraph 3(e) herein, the failure to commence operation as required by this Agreement or the interruption or cessation of operations at any keno lottery location for:
  - (a) A continuous period of more than three (3) days without written approval from the City; or
  - (b) Fifteen (15) days of interruption accumulated during any six (6) month period without approval of the City;
- (6) The failure to provide material information, the furnishing of false information, or the omission of material information as required to be disclosed by the Keno Contractor under this Agreement, the Specifications for Lottery, or the Keno Contractor's proposal;
- (7) Any attempt to evade any material provision of the Agreement, or the practice of any fraud or deceit upon the City or patrons of the keno lottery operation;
- (8) The failure to cooperate with any certified public accountant performing audit functions provided for by this Agreement, the City Council, officials of the Department of Revenue, or any other public authority empowered to monitor or enforce this Agreement; or
- (9) Any breach of this Agreement, all terms of which are stipulated as being material.

18. **PERFORMANCE BOND.** The Keno Contractor shall provide a performance and payment bond in the form of a corporate surety acceptable to the City in the penal sum of Twenty-five Thousand Dollars (\$25,000.00); such bond to guarantee the Keno Contractor's full and complete performance of this Agreement, including payment to the City of all sums due hereunder and payment of all prize claims. Such bond shall provide that there shall be no termination or cancellation during the term of the Lottery Operator Agreement unless and until a replacement bond in equal or greater form and surety, satisfactory to the City, has been filed with the City. Failure of the Keno Contractor to continuously maintain such bond during the term of this Agreement shall be deemed a material breach thereof.

In lieu of said bond, the Keno Contractor may file with the City an irrevocable letter of credit issued by a local bank or other financial institution in the amount of Twenty-five Thousand Dollars (\$25,000.00). The form of the letter of credit and institution upon which it is drawn must be approved by the City.

19. **LIABILITY AND INDEMNIFICATION.**

- a. The Keno Contractor shall bear sole responsibility and shall hold harmless and indemnify the City from all claims, including all sums reasonably expended for attorneys fees in the defenses of any claims or loss arising from the operation of or failure to operate the keno lottery. Such claims shall include, but not be limited to, claims regarding the ownership, selection, possession, use, leasing, renting, operation, control, maintenance, delivery, and installation of equipment provided by the Keno Contractor. The Keno Contractor further agrees to hold harmless and indemnify the City for any and all loss, damage, injury and claims arising and/or resulting from the conduct of keno lottery, including, but not limited to, bodily injury to third parties or damage to property, financial loss by reason of entitlement to or settlement of prizes exceeding net proceeds, failure by the Keno Contractor or its employees and agents to comply with the terms of this Agreement, and all injury or damage that may result from any operations or services rendered under the terms

and conditions of this Agreement whether or not resulting from a negligent act or omission of the Keno Contractor.

- b. The Keno Contractor shall bear full responsibility and liability for any and all prizes in the operation of the keno lottery and shall be solely responsible for honoring and paying all prize claims. The Keno Contractor shall pay all prizes in the manner and at the time required by this Agreement or applicable law, rule, or regulation. As specific and primary security for the Keno Contractor's performance of this obligation:
- (1) Prior to commencing operation, the Operator shall comply with Paragraph 20 herein. In the event the Operator offers a progressive keno game with a prize exceeding the maximum possible prize in a regular game, the Operator must maintain the cash reserve or alternative security in an amount not less than the sum of the maximum prize possible to be won in the regular game plus the amount available to be won in the progressive game.
  - (2) The City, by and through the City Council, shall have the right to withdraw amounts from the reserve or security in the event the Keno Contractor fails for any reason to pay legitimate claims or prizes.
  - (3) The Keno Contractor shall maintain and replenish the cash reserve or security as necessary to maintain the required reserve. After any drawing upon the reserve security, the Keno Contractor shall replenish the reserve to the required amount before conducting any keno lottery game.
  - (4) The City shall bear no responsibility or liability whatsoever for any prize claims and the cash reserve or security is to be maintained solely for the purpose of ensuring a fair and honest keno lottery and to assure the financial responsibility of the Keno Contractor.
  - (5) Such reserve shall be invested and maintained by the City subject to the City's withdrawal in a separate FDIC insured bank account which shall be interest bearing, the interest of which shall be credited to the reserve balance. The City alone shall have authority to withdraw funds from such account.
  - (6) Any cash reserve for security provided by the Keno Contractor shall be returned to the Keno Contractor after all prizes and claims have been paid and settled at the termination of this Agreement.

20. **TERMINATION.**

- a. This agreement terminates upon the Keno Contractor's breach of any of the terms of this Agreement all of which are stipulated as being material, or is otherwise in default of the Agreement.
- b. This Agreement may also be terminated by the City upon thirty (30) days notice to the Keno Contractor if the keno-type lottery has been discontinued by an election under Neb. Rev. Stat. §9-626 or §9-627.
- c. This Agreement may also be terminated by the City forthwith in the event the Keno Contractor fails to comply with the provisions set forth in Paragraphs 5 and 6 hereof, and the event Keno Contractor shall, for any reason, or any period of time, fail to maintain its necessary licenses and permits.

21. **REMEDIES.** In the event of any breach of this Agreement, and in addition to all remedies available under this Agreement, or at law or in equity, the City shall be entitled to affirmative or negative injunctive relief.

22. **WAIVER.** Failure of the City upon any one (1) or more occasions to insist upon or seek compliance with any condition or provision of this Agreement shall not be deemed to be a waiver of compliance with said provisions or conditions in the future.

23. **SEVERABILITY.** Any invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, nor shall the invalidity or unenforceability of a portion of any provision of this Agreement affect the validity and enforceability of the balance of the such provision. All other provisions and parts of provisions shall remain in full force and effect; provided however, if in the sole opinion and discretion of the City, the removal or inoperative effect of any such provision or part of provision so declared invalid or unenforceable shall materially affect the City's right hereunder, the City may terminate this Agreement.

24. **CONSTRUCTION.** This Agreement incorporates and integrates all terms and conditions of all documents and law mentioned herein or incidental hereto and constitutes the entire Agreement between the parties hereto superseding any prior Agreement or understanding whether oral or written, express or implied. This Agreement may not be discharged or modified except as provided herein or permitted by law. Any and all such amendments or modifications to this Agreement shall be binding upon the Keno Contractor's surety without notice to the surety. All bid specifications soliciting bids for this Agreement are incorporated herein by this reference.

25. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. Any legal action to enforce or declare any rights or obligations created or imposed by this Agreement shall be commenced in a court of the State of Nebraska.

26. **ADVERTISING AND PROMOTION.**

- a. The Keno Contractor shall be responsible for all advertising and promotion of all keno lottery operations. In the event that federal or state law precludes the Keno Contractor from engaging in any type of desired advertising, such advertising may be proposed and placed by the Keno Contractor and purchased by the City, if permitted by law, subject to full and complete pre-payment by the Keno Contractor.
- b. The City, by and through the City Council, reserve the right to reject any advertising or other promotional activity for the keno lottery operation for any reason and may require its discontinuance. The Keno Contractor shall discontinue said advertising or other promotional activity promptly upon request by the City.

27. **FORCE MAJEURE.** If the Keno Contractor's ability to perform under this Agreement is, in the opinion and complete discretion of the City Council, substantially impaired by reason of any cause which is unforeseeable and beyond the Keno Contractor's control, including, but not limited to, fire, casualty, catastrophe, unavoidable accident, riot, war, strike, or act of God, the Keno Contractor shall have the right to terminate this Agreement; provided, however, that upon that termination, the City shall have the right to retain any cash reserve and/or performance bond for a period not to exceed six (6) months to insure that all outstanding valid claims against the Keno Contractor are honored or paid in whole. Alternatively, the Keno Contractor may, in lieu of terminating this Agreement, seek the City's approval of a proposed plan to remedy the impairment within a specified time, which plan may include modifications to the terms of this Agreement. Any modifications must be mutually agreed upon and expressed in writing. The Keno Contractor shall give the City written notice of an intent to invoke the provisions of this paragraph within forty-eight (48) hours of the event impairing the Keno Contractor's ability to perform.

28. **NOTICES.** Any notice required to be sent hereunder, shall be deemed given upon its deposit in the United States mail, postage prepaid, and addressed as follows:

- |                                   |   |
|-----------------------------------|---|
| A. City Clerk<br>Auburn City Hall | B. Todd Zeilinger<br>Zeilinger Keno, Inc. |
|-----------------------------------|---|

1101 "J" Street  
Auburn, Nebraska 68305

7230 Lancaster Street  
Denton NE 68339

29. **INTEGRATED AGREEMENT.** The parties hereto stipulate that this Agreement constitutes a total integration of all of the parties' covenants and agreements and the terms hereof shall not be modified, except in writing, and upon agreement of the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this date and year first written.

Council Member Holtzman moved to approve the use of Auburn 10-DTR-105 Community Development Block Grant Commercial Rehab funding as suggested by the Revitalization Review Committee by the passage and adoption of Resolution No. 7-12. The foregoing motion was seconded by Council Member Bishop and upon roll call vote, the following Council Members voted "YEA": Clark, Critser, Erickson, Holtzman, Billings, and Bishop. The following voted "NAY": No one. Motion: Carried. A true, correct and complete copy of said resolution is as follows:

RESOLUTION NO. 7-12  
CommRehabGrant&Loans Aub 10-DTR-105

TO APPROVE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT COMMERCIAL REHAB FUNDING AS SUGGESTED BY THE REVITALIZATION REVIEW COMMITTEE SUGGESTED ACTIONS OF REVITALIZATION REVIEW COMMITTEE ON MARCH 6, 2012:

**Property #20 (1405 19<sup>th</sup> Street):** grant \$2,307.00, loan of \$2,307.00, match of \$1,538.00  
**Property #21 (1222 J Street):** grant \$8,548.00, loan \$8,548.00, match of \$5,699.00

WHEREAS, the City of Auburn, Nebraska has received a previous Community Development Block Grant for commercial rehabilitation and,

WHEREAS, CDBG funds for commercial rehabilitation are to be used for making grants and loans to private businesses and property owners in accordance with the City's CDBG Downtown Revitalization Plan, program, and governing regulations, and,

WHEREAS, the City has previously adopted an amended Downtown Revitalization Plan meeting the requirements of the Community Development Block Grant program and,

WHEREAS, the City of Auburn CDBG Revitalization Review Committee, has recommended commercial rehabilitation applications presented by these area property owners as spelled out in the Memorandum of Understanding (MOU) to finance construction for commercial rehab, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Auburn, Nebraska hereby approves a total granted amount of \$10,855.00 and total loaned amount of \$10,855.00 to the two Round #5 applicants (2 properties) subject to the City's CDBG Downtown Revitalization Plan, program guidelines and regulatory provisions governing the Downtown Revitalization Plan and subject to the specific MOU's signed regarding each applicant.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Auburn, that the Mayor is hereby authorized and directed to execute all necessary and appropriate documents on behalf of the City of Auburn to effect acceptance of the suggested grant and loan amounts, contingent upon approval of the property owners and City Attorney as to form.

Proposed Ordinance No. 3-12 Amending Section 74.09 of the City of Auburn Code of Ordinances relating to parking was presented for consideration. The Mayor announced that the introduction of the proposed Ordinance was in order.

ORDINANCE NO. 3-12  
Amending Section 74.09 (Relating to Parking)

Council Member Holtzman moved that the minutes of these proceedings be kept in a separate and distinct volume known as the "Ordinance Record of the City of Auburn, Nemaha County, Nebraska", and that said volume be made part of these proceedings the same as though it were spread at large herein, which motion was seconded by Council Member Erickson. Upon roll call vote, the following voted "YEA": Critser, Erickson, Holtzman, Billings, Bishop, and Clark. The following voted "NAY": No one.

Proposed Ordinance No. 4-12 Amending Section 74.99 of the City of Auburn Code of Ordinances to provide penalty for general provisions of the code parking rules was presented for consideration. The Mayor announced that the introduction of the proposed Ordinance was in order.

ORDINANCE NO. 4-12  
Amending Section 74.99 (Penalty for Code Parking Rules)

Council Member Erickson moved that the minutes of these proceedings be kept in a separate and distinct volume known as the "Ordinance Record of the City of Auburn, Nemaha County, Nebraska", and that said volume be made part of these proceedings the same as though it were spread at large herein, which motion was seconded by Council Member Billings. Upon roll call vote, the following voted "YEA": Billings, Bishop, Clark, Critser, Erickson, and Holtzman. The following voted "NAY": No one.

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

The following committees provided reports: KAB, Economic Development, and Safety. A written financial report was provided by the Auburn Community Redevelopment Authority.

A letter from Chris Erickson resigning his position of Council Member from Ward 1 was presented.

The Mayor appointed Chris Erickson as a part time police officer effective March 17, 2012. Upon calling the roll, the following Council Members voted "YEA": Critser, Holtzman, Billings, Bishop, and Clark. The following voted "NAY": No one. Council Member Erickson abstained from voting. Appointment: Confirmed.

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

Mayor Kudrna declared the meeting adjourned.

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Scott Kudrna, Mayor

ATTEST:

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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 March 12, 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.

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Sherry Heskett, City Clerk

CALENDAR 3/2012, FISCAL 6/2011

AGENDA ITEM  
 NO 8

ACCOUNT TITLE	LAST REPORT ON HAND	RECEIVED	DISBURSED	BALANCE
GENERAL CHECKING	310,078.71	111,956.68	70,434.51	351,600.88
STREET CHECKING	62,740.62	33,069.78	17,219.45	78,590.95
STREET BOND/WARRANT CHECKING	94,763.05	3,988.40		98,751.45
TOTAL CHECKING:	467,582.38	149,014.86	87,653.96	528,943.28
TOTAL NSF A/R	.00	.00	.00	.00
TOTAL FIRE DEPT SINKING	8,920.82	4.44	.00	8,925.26
TOTAL KENO OPER CHECKING:	.00	.00	.00	.00
TOTAL KENO RESERVE MMA:	50,030.95	5.19	25,036.14	25,000.00
TOTAL KENO CHECKING	71,214.29	33,757.13	33,100.00	71,871.42
TOTAL CDBG CHECKING	7,967.98	7,282.00	7,282.42	7,967.56
TOTAL CDBG ED MMA:	3,860.83	167.35	.00	4,028.18
TOTAL CDBG HD SAVINGS:	5,382.60	469.56	1,999.00	3,853.16
TOTAL CRA CHECKING	359,688.85	6,915.04	.00	366,603.89
TOTAL CITY REC CHECKING	63,947.21	.00	.00	63,947.21
GENERAL CD #23810	75,000.00			75,000.00
SPEC PROJECT CD #23925	75,207.95			75,207.95
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:	350,207.95	.00	.00	350,207.95
TOTAL CASH ON HAND:	1,388,803.86	197,615.57	155,071.52	1,431,347.91

City of Auburn  
 ACCOUNTS PAYABLE ACTIVITY  
 CLAIMS REPORT

AGENDA ITEM  
 NO 9

VENDOR NAME REFERENCE

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 GENERAL FUND

ADMIN

AMERICAN RECYCLING SANITATION	GARBAGE SERVICE	145.00
BLUE CROSS-BLUE SHIELD	HEALTH INS	2,067.55
REGION V-SENDS	CITY HALL CLEANING	<del>325.00</del>
THE STANDARD	CITY EMPLOYEE LIFE INS	70.89
TIME WARNER CABLE	PHONE	212.57
VERIZON WIRELESS	CELL PHONES	<del>107.21</del>

135.00

ADMIN

=====  
~~2,928.22~~  
 2631.01

POLICE DEPARTMENT

ACTION TECHNOLOGY SERVICES INC	CONTRACTED NETWORK SERVICES	300.00
BLUE CROSS-BLUE SHIELD	HEALTH INS	4,507.39
CONSOLIDATED MANAGE CO	J NEEMAN MEALS	287.50
THE STANDARD	LIFE INS	101.13
WINDSTREAM NEBRASKA INC	PHONE BILL	121.07
FLEET SERVICES	FUEL	1,308.93

POLICE DEPARTMENT

=====  
 6,626.02

FIRE DEPARTMENT

BLACK HILLS ENERGY		147.02
THE STANDARD	LIFE INS	133.25
FLEET SERVICES	FUEL/CARD	10.00

FIRE DEPARTMENT

=====  
 290.27

PARK DEPARTMENT

TIME WARNER CABLE		39.29
FLEET SERVICES	FUEL	67.07

PARK DEPARTMENT

=====  
 106.36

LIBRARY DEPARTMENT

BLACK HILLS ENERGY	GAS BILL	4.85
BLUE CROSS-BLUE SHIELD	HEALTH INS	952.16
FIVE NINES TECHNOLOGY GROUP	BACK UP AGREEMENT	40.00
THE STANDARD	LIFE INS	20.95
WINDSTREAM NEBRASKA INC	PHONE BILL	49.86

LIBRARY DEPARTMENT

=====  
 1,067.82

POOL DEPARTMENT

TIME WARNER CABLE	PHONE	35.64
-------------------	-------	-------

City of Auburn  
 ACCOUNTS PAYABLE ACTIVITY  
 CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL
		=====
	POOL DEPARTMENT	35.64
		=====
	GENERAL FUND	<del>11,054.33</del>
	STREET FUND	
	ADMIN	
BLUE CROSS-BLUE SHIELD	HEALTH INS	1,605.90
THE STANDARD	LIFE INS	43.84
TIME WARNER CABLE	PHONE	35.64
FLEET SERVICES	FUEL	1,081.74
Verizon	Cell phone	<del>107.21</del>
	ADMIN	<del>2,767.12</del>
	<i>Total</i>	<i>2874.33</i>
		=====
	STREET FUND	<del>2,767.12</del>
	KENO FUND	
	KENO BETTERMENT	
NE DEPT. OF REVENUE	LICENSE RENEWAL	100.00
SONIC EQUIPMENT COMPANY	THEATER PROJECT - PROJECTOR	33,000.00
		=====
	KENO BETTERMENT	33,100.00
		=====
	KENO FUND	33,100.00
	CDBG GRANT FUND	
	ADMIN	
RON KOSTECKA	DTR DD 4	2,025.00
SOUTHEAST NE DEVELOPMENT DIST.	REHAB SERVICES	3,258.42
		=====
	ADMIN	5,283.42
		=====
	CDBG GRANT FUND	5,283.42
<i>Sr. Center</i>	<i>Region V SENDS - cleaning</i>	<i>190.00</i>
**** PAID	TOTAL ****	52,204.87
		=====
***** REPORT TOTAL *****		52,204.87
		=====

VENDOR  
 TOTAL

AGENDA ITEM  
 NO 9

VENDOR NAME	REFERENCE	TOTAL
-----		
GENERAL FUND		
ADMIN		
AMERICAN FAMILY LIFE ASSUR CO	GEN AFLAC	54.80
AUBURN NEWSPAPERS	LIQUOR LICENSE	208.09
BOARD OF PUBLIC WORKS	ELEC	481.41
HOLIDAY INN	SHERRY CLERK CONFERENCE	224.85
NEMAHA CO REGISTER OF DEEDS	ADC/CITY OF AUBURN	7.00
ORSCHELN	SCREW THUMB	.69
PETTY CASH	RUG SERVICE 3/2	161.35
SHERRY HESKETT	MILEAGE/SHERRY CONFERENCE	264.80
TRI-STATE OFFICE PRODUCTS	FOLDERS, CLIPS	70.43
		=====
ADMIN		1,473.42
POLICE DEPARTMENT		
BULLDOG AUTO PARTS	REVIEW MIRROR ADH	7.68
CONSOLIDATED MANAGE CO	J NEEMAN MEALS	79.25
NEBRASKA LAW ENFORCEMENT	J NEEMAN CERTIFICATE	50.00
NEMAHA COUNTY	RENT & DISPATCHING	4,693.47
NEMAHA COUNTY SHERIFF	LAW ENFORCEMENT COVERAGE	3,919.35
PETERSENS AUTO REPAIR	HEADLIGHT LAMP/TAHOE	17.31
PETTY CASH	POSTAGE 3/5	22.50
TOWN & COUNTRY VET CLINIC	POUND FEES	135.00
		=====
POLICE DEPARTMENT		8,924.56
FIRE DEPARTMENT		
BOARD OF PUBLIC WORKS	ELEC	600.53
EMERGENCY REPAIR SERVICE INC	PUMPER REPAIR	6,929.34
ORSCHELN	RESPIRATOR	47.04
TRI-STATE OFFICE PRODUCTS	LABELS	10.49
		=====
FIRE DEPARTMENT		7,587.40
PARK DEPARTMENT		
BOARD OF PUBLIC WORKS	ELEC	940.65
BULLDOG AUTO PARTS	SOCCER/CABLE TIES	114.76
DETTIMER FARM SERVICE INC.	LAKE COPPER SULPHATE	997.50
EGGERS BROTHERS INC	OIL, FILTERS	95.85
REID ALDEN	WORKING IN THE PARK	51.00
SACK LUMBER COMPANY	TENNIS COURTS/SEALANT	118.35
		=====
PARK DEPARTMENT		2,318.11
SR. CENTER DEPARTMENT		
BOARD OF PUBLIC WORKS	ELEC	637.49
BOHL PLUMBING & HEATING INC.	DISHWASHER REPAIR	164.34
ECOLAB	APEX POWER	221.16

VENDOR NAME	REFERENCE	VENDOR TOTAL
		=====
	SR. CENTER DEPARTMENT	1,022.99
	LIBRARY DEPARTMENT	
AMAZON	BOOKS	1,324.35
AUBURN MEM. LIBRARY PETTY CASH	POSTAGE/ILL	96.73
AUBURN PLUMBING, HTG & AC INC.	STOOL LEAKING/WOMENS RR	155.00
BAKER & TAYLOR	BOOKS	68.48
CASEY AGENCY INC	INCREASE LIBR BLDG	439.00
CENTER POINT LARGE PRINT	BOOK	27.22
DEMCO	FILES, TAPE, STORAGE	125.60
EAKES OFFICE PLUS	TONER, ENVELOPES	153.97
FIVE NINES TECHNOLOGY GROUP	BACKUP AGREEMENT	75.00
FOLLETT SOFTWARE COMPANY	SCANNER MAINT	320.00
GENERAL FIRE AND SAFETY EQUIPM	FIRE EXTINGUISHER MAINT	43.00
IKON OFFICE SOLUTIONS	COPY USAGE	74.62
INGRAM	BOOKS	129.81
LINDA BANTZ	LIBRARY CLEANING	309.00
OCLC INC	MONTHLY SUBSCRIPTION	43.56
		=====
	LIBRARY DEPARTMENT	3,385.34
	POOL DEPARTMENT	
BOARD OF PUBLIC WORKS	ELEC	325.22
PETTY CASH	SUPPLIES 2/29	1.00
		=====
	POOL DEPARTMENT	326.22
		=====
	GENERAL FUND	25,038.04
	STREET FUND	
	ADMIN	
AMERICAN FAMILY LIFE ASSUR CO	ST AFLAC	26.52
AUBURN NEWSPAPERS	INVITATION BID/ST IMPROVEMENT	57.24
BLACK HILLS ENERGY	GAS BILL	24.85
BOARD OF PUBLIC WORKS	ELEC	634.22
BULLDOG AUTO PARTS	CROSSWALK POLES CLEANER	355.39
CONCRETE INDUSTRIES INC	CROSS WALK	723.75
FILTER CARE	CLEANED #2	32.70
JEO CONSULTING GROUP INC.	2010 ASPHALT OVERLAY	7,590.00
MARK HARMS	USE OF PROPERTY	500.00
NEBRASKA DEPT OF ROADS	2011 SNOW REMOVAL	2,861.25
ORSCHELN	TRCTR FLD 5 GAL	100.97
PIETERS CONSTRUCTON	CROSS WALK	375.00
SACK LUMBER COMPANY	PAINT THINNER	142.67
STUTHEIT IMPLEMENT CO.	CHAIN SAW CHAIN REPAIR	8.44

VENDOR NAME	REFERENCE	VENDOR TOTAL
		=====
	ADMIN	13,433.00
		=====
	STREET FUND	13,433.00
		=====
**** PAID	TOTAL ****	38,471.04
		=====
***** REPORT TOTAL *****		38,471.04
		=====



## Tree City USA Registration Form

Name of Community: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Contact Phone #: \_\_\_\_\_

Names of those attending. Please type or  
 print: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Use additional paper if necessary.

Mail or fax this form to:  
 Jean Paff, Nebraska Forest Service  
 102 Forestry Hall  
 P.O. Box 830815  
 Lincoln, NE 68583-0815

Phone: (402) 472-2733  
 Fax: (402) 472-2964  
 Email: jpaff2@unl.edu

### 2011 Tree City USA Recipients:

Allen, Alliance, Arapahoe, Ashland, Atkinson,  
 Auburn, Bassett, Battle Creek, Bayard, Beatrice,  
 Beaver City, Bellevue, Benkelman, Bennington,  
 Blair, Boys Town, Brady, Broken Bow,  
 Cambridge, Central City, Chadron, Chappell,  
 Columbus, Cook, Cozad, Creighton, Crete,  
 Crofton, Curtis, David City, Dodge, Doniphan,  
 Fairbury, Falls City, Farnam, Fremont, Friend,  
 Gering, Gothenburg, Grand Island, Grant,  
 Gretna, Hartington, Hastings, Hickman,  
 Holdrege, Humboldt, Imperial, Julian, Kearney,  
 Kimball, La Vista, Laurel, Lexington, Lincoln,  
 McCook, Milford, Minden, Mitchell, Morrill,  
 Nebraska City, Neligh, Nelson, Nemaha, Norfolk,  
 North Platte, O'Neill, Offutt AFB, Ogallala, Omaha,  
 O'Neill, Ord, Palisade, Papillion,  
 Paxton, Pender, Pierce, Pilger, Plainview,  
 Potter, Ralston, Red Cloud, Rushville, Schuyler  
 Scottsbluff, Scribner, Seward, Shelton, Sidney,  
 South Sioux City, Stella, Stromsburg,  
 Sutherland, Sutton, Tekamah, Trenton, Valley,  
 Waco, Wahoo, Wakefield, Wallace, Wauneta,  
 Wausa, Waverly, Wayne, Wisner, York, and Yutan

### 2011 Tree Campus USA recipients:

University of Nebraska- Lincoln,  
 Nebraska Wesleyan University,  
 University of Nebraska at Omaha,  
 Nebraska College of Agricultural Technology,  
 Central Community College- Hastings, and  
 Creighton University

### 2011 Tree Line USA recipients:

Omaha Public Power District,  
 Nebraska City Utilities,  
 Nebraska Public Power District, and  
 Lincoln Electric System

Nebraska  
 UNIVERSITY OF  
 INSTITUTE OF AGRICULTURE  
 AND NATURAL RESOURCES  
 Lincoln  
 Nebraska Forest Service  
 PO BOX 830815  
 Lincoln, NE 68583-0815

# Nebraska Community Forestry Conference & Tree City USA Recognition Day



Plant it forward—  
 Future Generations Depend on it!



April 20, 2012  
 Holiday Inn Downtown  
 141 North 9th Street  
 Lincoln, Nebraska

# Plant it forward—Future Generations Depend on It!

## Nebraska Community Forestry Conference & Tree City USA Recognition Day

Tree City USA allows communities to proudly show they care for the tree resources of Nebraska.

**8:00 - 9:00 a.m.**  
**Registration**

**9:00 - 9:15 a.m.**  
**Opening and Welcome**

Eric Berg  
Community Forestry & Sustainable  
Landscapes Program Leader  
Nebraska Forest Service

Lyle Minshull  
Chair  
Nebraska Community Forestry Council

**9:15 - 10:00 a.m.**

**How Climate and Weather Affects Plants**

Allen Dutcher  
State Climatologist  
UNL- School of Natural Resources

**10:00 - 10:30 a.m.**

**Community Forestry Update & Opportunities  
East and West**

Amy Seiler and Graham Herbst  
Community Forestry Assistants  
Nebraska Forest Service

**10:30 - 10:45 a.m.**

**Break**

**10:45 - 11:30 a.m.**

**Community Forestry: What Are We  
Trying to Do?**

Tim McDonnell  
Community Forestry Program Coordinator  
Kansas Forest Service

**11:30 - 12:00 p.m.**  
**Get Kids Outside!**

Jennifer Swerczek  
Conservation Education Coordinator  
Nebraska Forest Service

**12:00 - 1:15 p.m.**

**Lunch and Community Forestry Awards**

**1:15 - 1:30 p.m.**

**Tree City USA Growth Awards**

Arbor Day Foundation

**1:30 - 2:00 p.m.**

**Nebraska Environmental Trust**

Marilyn Tabor  
Grants Administrator  
Nebraska Environmental Trust

**2:00 - 3:30 p.m.**

**Tree City USA Recognition Ceremony**

Governor Dave Heineman  
Dr. Scott J. Josiah  
State Forester and Director  
Nebraska Forest Service

Lyle Minshull

**3:30 p.m.**

**Adjourn**

### Who Should Attend?

This day of recognition has been organized for tree board members, city foresters, mayors, city administrators and community volunteers. Your community is welcome to bring several representatives.

### Cost & Registration

Cost is \$5 per person, and includes the awards luncheon. To register, complete the form on the reverse side and mail or fax to Jean Paff at the Nebraska Forest Service. Checks should be made out to the Nebraska Forest Service.

In 2011, 106 communities in Nebraska were Tree City USA communities. Tree City USA allows communities to proudly show they care for Nebraska's tree resources.

### Lodging & Parking

A block of rooms has been set aside at the Holiday Inn for the night of April 19. The rate is \$89/night plus tax for either a single or double room. You can reserve a room by calling (402) 475-4011. The rooms are reserved under TCUSA/NFS. Reservations must be made by April 12. The Holiday Inn has an adjoining parking garage owned by the City of Lincoln; the fee is \$7/day. The garage entrance is on the west side of 9th Street, which is one-way going south.

It is the policy of the University of Nebraska-Lincoln not to discriminate based upon age, race, ethnicity, color, national origin, gender, sex, pregnancy, disability, sexual orientation, genetic information, veteran's status, marital status, religion or political affiliation.



Get involved with ReTree Nebraska!

ReTree Nebraska is a 10 year, cooperative initiative to restore Nebraska's community forests. Celebrate ReTree Nebraska

September 23-28, 2012. Mini tree grants will be available for participating communities! Learn more online at [retrenebraska.org](http://retrenebraska.org).



AGENDA ITEM  
NO 10

## *Auburn Memorial Library*

**April 2012**

Request for workshop attendance:

Training Extravaganza, May 17<sup>th</sup> – Union College, Lincoln, NE. I would like to send two staff members and reimbursement will be needed for registration (\$20 each) and mileage.

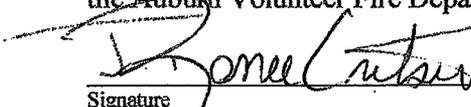
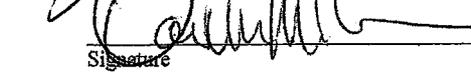
APPLICATION FOR MEMBERSHIP  
Auburn Volunteer Fire Department

AGENDA ITEM  
NO 12

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

Name Kelsey Crawford Occupation Surgical Technologist  
 Address 1018 S Street Business Address ~~none~~ Lincoln Nebraska  
 Home Phone na Cell Phone 274 7674 Work Phone \_\_\_\_\_  
 Birth Date [redacted] Married  Single \_\_\_\_\_ No. Dependents 1  
 Drivers License # [redacted] Formal Education Associates in Surgical Techn  
Bachelors in Health Care Management  
 E-Mail address kelseygro4@hotmail.com  
 Fire Fighter or EMT certifications none CPR certified yes 4/2013  
 Physical Ailments or Disabilities none  
 Have you ever been convicted of a felony? YES \_\_\_\_\_ NO   
 Are you willing to take a Physical Examination if required? YES  NO \_\_\_\_\_  
 Do you realize that the Fire Department is not a social club; and that as a member you will be required to give freely of your time to attend fires, meetings, drills, and to work on any committee that you may be appointed to? YES  NO \_\_\_\_\_  
 Employer Longs Creek Village start @ Lincoln Surgical Hospital 3/19/12  
 How long have you been with your present employer? 8 months How long with previous employer? \_\_\_\_\_  
 Present working hours 4 10hr shifts Mon-Fri

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

 Signature	<u>Renee Critser</u> Print Name	Date <u>2/20/12</u>
 Signature	<u>Jeff Russell</u> Print Name	Date <u>2/20/12</u>
 Signature	<u>Darwin McGillum</u> Print Name	Date <u>2/21/12</u>

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

Applicant's Signature Kelsey Crawford Date 2/20/12  
Maiden name: Kelsey Powell

03-30-12

I Donald C Wright of 1400 14 ST  
Osburn, Neb 68305-1846 phone  
402-414-2946 would like to meet with  
the city council.

I want to talk about getting speed limit  
signs and slow children playing signs on  
M ST #1 - 136 E M street #2 - 18th E  
M in front of library. There are many  
children who run out into a street without  
looking for vehicles. They are driving way  
to fast on m street. It seems they think  
it is a race track.

Thank you

Donald C Wright

# BID TAB

**AUBURN, NEBRASKA  
2012 STREET IMPROVEMENTS  
ASPHALTIC CONCRETE OVERLAY**

**JEO PROJECT NO. 100111**

**LETTING DATE & TIME: April 2, 2012 @ 10:00 a.m.**



**JEO CONSULTING GROUP INC  
Nebraska City Office  
1201 1st Ave., PO Box 160  
Nebraska City, NE 68410  
(402) 873-6766**

*Award Pending*

<b>BIDDER</b>	<b>TOTAL BASE BID</b>	<b>START DATE</b>
Pavers, Inc. 12303 Hwy 6 Waverly, NE 68462	\$232,986.15	August 1, 2012
Constructors, Inc. PO Box 80268 Lincoln, NE 68501	\$253,537.20	August 1, 2012
Dobson Brothers Construction Co. PO Box 81409 Lincoln, NE 68501	\$299,677.90	August 1, 2012
OMG Midwest, Inc., d/b/a Omni Engineering 14012 Giles Road Omaha, NE 68138	\$332,007.35	August 1, 2012

**TAB SHEET**  
**2012 STREET IMPROVEMENTS**  
**ASPHALTIC CONCRETE OVERLAY**  
**AUBURN, NEBRASKA**  
**PROJECT NO. 100111**

<b>CONTRACTOR</b>				<b>Pavers, Inc.</b>		<b>Constructor, Inc.</b>	
<b>ITEM NO.</b>	<b>QTY.</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
<b>GROUP "A" - Paving Construction</b>							
1	1	LS	Mobilization, Bonding, Insurance		\$5,750.00		\$5,700.00
2	1	LS	Temporary Traffic Control		\$1,600.00		\$2,750.00
3	2,280	TONS	Asphaltic Concrete	\$74.05	\$168,834.00	\$77.90	\$177,612.00
4	17,207	SY	Cold Milling	\$1.70	\$29,251.90	\$2.60	\$44,738.20
5	415	SY	Remove Concrete Pavement	\$8.00	\$3,320.00	\$6.00	\$2,490.00
6	245	LF	Install Concrete Header	\$28.00	\$7,105.00	\$27.50	\$6,737.50
7	411	LF	Remove Concrete Curb & Gutter	\$4.00	\$1,644.00	\$3.00	\$1,233.00
8	391	LF	Build Concrete Curb & Gutter	\$28.75	\$11,241.25	\$21.50	\$8,406.50
9	2	EA	Adjust Valve Box to Grade	\$250.00	\$500.00	\$180.00	\$360.00
10	9	EA	Adjust Manhole to Grade	\$385.00	\$3,465.00	\$370.00	\$3,330.00
11	1	EA	Adjust Curb Stop Box to Grade	\$275.00	\$275.00	\$180.00	\$180.00
<b>TOTAL BASE BID</b>					<b>\$232,986.15</b>		<b>\$253,537.20</b>

RESOLUTION NO. \_\_\_\_\_-12

Of

THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION AUTHORIZING AND APPROVING A GRANT OF \$10,000.00 TO TERRY FULTON / TCB CONTRACTING FOR THE PURPOSE OF INFILL HOUSING ON THE LOT LOCATED AT 1208 11TH STREET, AUBURN, NEBRASKA.

**WHEREAS**, the City of Auburn published a Request for Proposals for the development of infill housing on vacant lots where dilapidated structures were previously removed, in which the City would provide a grant of \$10,000.00 for the development of a residence/housing structure on said vacant lot;

**WHEREAS**, Terry Fulton, owner of TCB Contracting submitted a Proposal for lot infill with a single family dwelling apartment/garage at 1208 11th Street, Auburn, Nebraska. Said proposal is attached hereto, marked as Exhibit "A" and incorporated herein by this reference;

**WHEREAS**, on or about April 3, 2012, Keep Auburn Beautiful (KAB), at committee meeting, after consideration of the Exhibit "A" and discussion with Terry Fulton, passed motion to recommend a grant of \$10,000.00 to Terry Fulton/TCB Contracting to complete infill housing on the above identified vacant lot pursuant to Exhibit "A";

**WHEREAS**, it is the understanding by and between the City and Terry Fulton/TCB Contracting, that the proposed infill house project shall be completed within 120 days of approval of this Resolution;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Auburn, Nemaha County, Nebraska, that the Council hereby authorizes and approves the grant of \$10,000.00 to TCB Contracting/Terry Fulton to fully and completely develop infill housing at 1208 11th Street, Auburn, NE. in conformity with Exhibit "A";

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the City Council of the City of Auburn, Nemaha County, Nebraska, that said \$10,000.00 grant shall be awarded to TCB Contracting/Terry

Fulton, by providing \$5,000.00 at the beginning of construction and the remaining \$5,000.00 upon final completion;

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the City Council of the City of Auburn, Nemaha County, Nebraska, that the Mayor is hereby authorized to sign any agreement, stipulation, or any other documents necessary to carry out the terms and provisions of this Resolution.

PASSED and APPROVED, this 9th day of April, 2012.

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

ATTEST:

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

(Seal)

APPROVED, this \_\_\_\_\_, day of April, 2012.

\_\_\_\_\_  
Terry Fulton, Owner  
TCB Contracting.

AGENDA ITEM  
NO 17  
PROPOSAL

TCB Contracting  
Terry Fulton, owner  
64088 731 Rd.  
Auburn, Nebraska 68305  
Phone (402) 430-1551

DATE: March 29, 2012

City of Auburn  
KAB committee

Job Description: Lot infill with a single family dwelling apartment/garage as a speculation project at ~~2408~~ 11<sup>th</sup> Street.

1208 11th Street

# SPECIALTY GARAGES



Approx. Price  
**\$6,860\***

Per Material Lists

24' W x 30' L x 9' H Hip Roof 195-5368

- One 16' x 8' steel raised panel overhead garage door
- Two pre-hung steel entry doors
- Double 4" vinyl siding
- 35 year Biltmore architectural shingles
- 24" overhang on all four sides
- Aluminum soffit and fascia

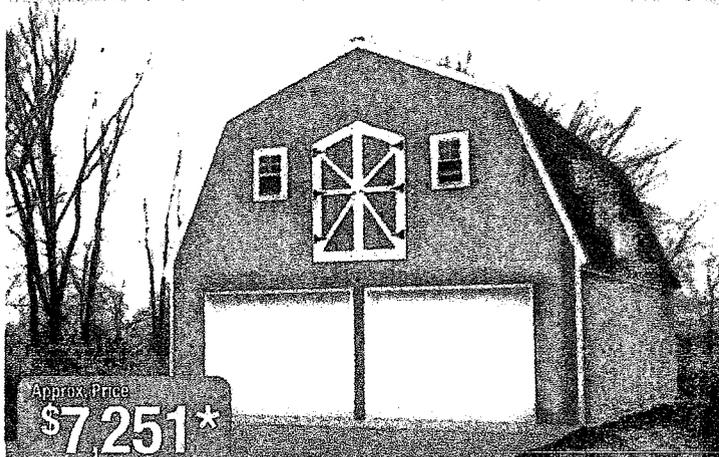


Approx. Price  
**\$12,899\***

Per Material Lists

26' W x 28' L Apartment Garage 195-4630

- Two 9' x 7' steel raised panel overhead garage doors
- Two pre-hung steel entry doors
- Six vinyl sliding windows
- 5/8" textured Pine plywood siding
- 30 year Superglass® shingles
- 12" overhang on all four sides
- Aluminum soffit and fascia
- Insulation, drywall, interior doors, trim and detailed plans
- 728 sq. ft. second floor



Approx. Price  
**\$7,251\***

Per Material Lists

24' W x 30' L x 8' H Gambrel 195-5701

- Two 9' x 7' steel flush overhead garage doors
- One pre-hung steel entry door
- Two 30" x 36" single hung windows
- 5/8" textured Pine plywood siding
- 30 year Superglass® shingles
- One loft door
- 416 sq. ft. second floor



Approx. Price  
**\$9,756\***

Per Material Lists

28' W x 30' L x 10' H Extra Storage 195-4450

- One 12' x 8' steel raised panel overhead garage door
- One pre-hung steel entry door
- One 30" x 42" single hung vinyl window
- 8" Cedar bevel siding
- 35 year Biltmore architectural shingles
- 12" overhang on all four sides
- 8/12 pitch Spread Web trusses for extra storage with an open web design and an increased bottom chord load



Approx. Price  
**\$7,673\***

Per Material Lists

24' W x 36' L x 9' H Dutch Hip Roof 195-5293

- Two 9' x 7' steel raised panel overhead garage doors
- One pre-hung steel entry door
- Double 4" vinyl siding
- 30 year Superglass® shingles
- 12" overhang on all four sides
- Aluminum soffit and fascia

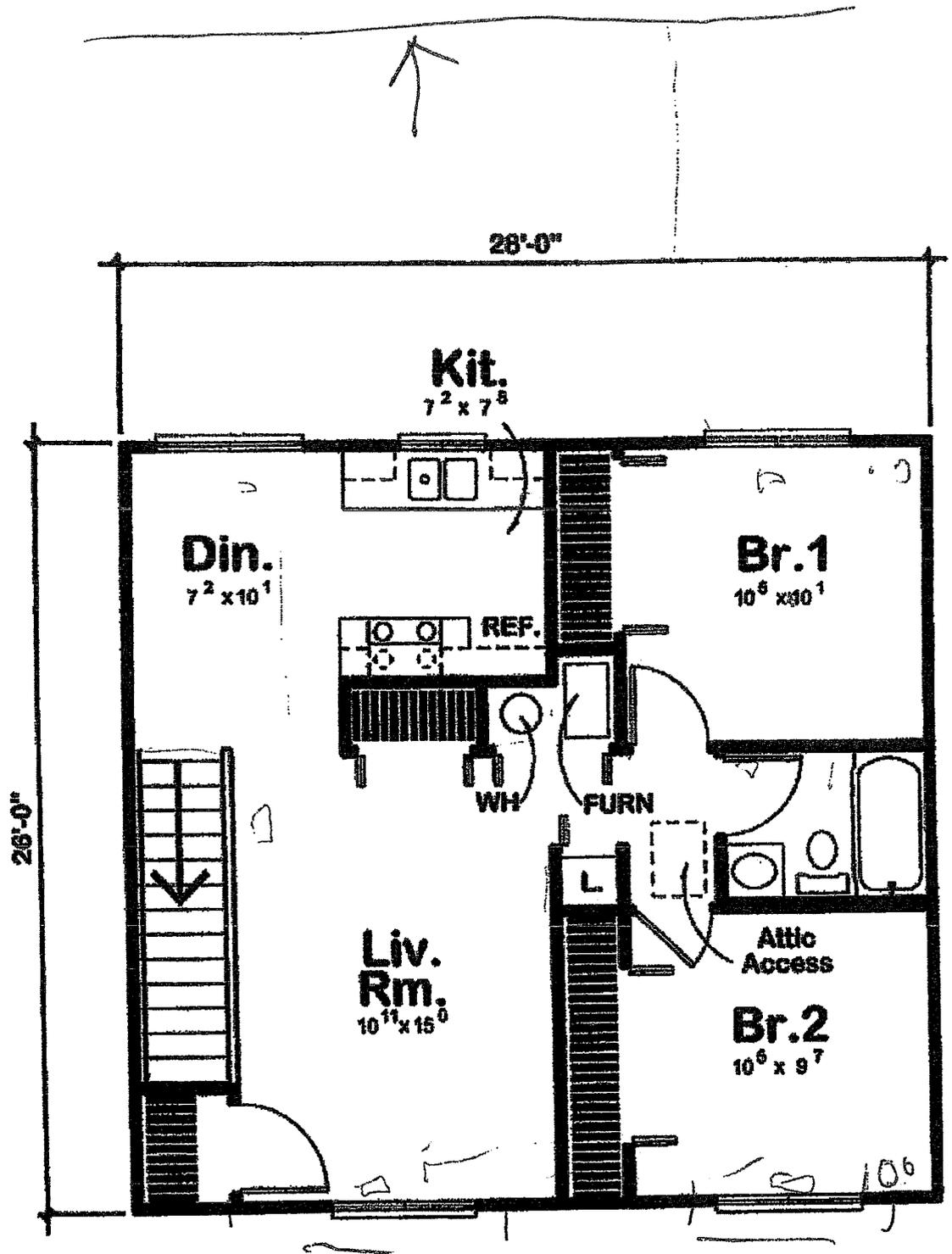


Approx. Price  
**\$7,297\***

Per Material Lists

26' W x 30' L x 9' H Two Car With 4' Overhang Storage Area 195-0099

- Two 9' x 8' steel raised panel overhead garage doors
- One pre-hung steel entry door
- Two 36" x 36" vinyl sliding windows
- Double 4" Dutchlap vinyl
- 30 year Superglass® shingles
- 12" overhang on three sides
- Aluminum soffit and fascia



OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

AN ORDINANCE AUTHORIZING THE SALE OF CITY-OWNED REAL ESTATE AFTER PUBLIC AUCTION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith; AND TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the City of Auburn, Nebraska ("CITY") is the owner of the vacant parcel/lots located in Auburn, Nebraska and legally described on Exhibit "A" attached hereto ("PROPERTY"); and

WHEREAS, the Mayor and City Council hereby find and determine that on the 23rd day of January, 2012, the City passed a Resolution directing sale of real estate described in Exhibit "A", attached hereto, and incorporated herein by this reference; and

WHEREAS, \_\_\_\_\_ ("Grantees")  
\_\_\_\_\_, have offered to purchase the Property from the CITY after public auction on Saturday, April 7, 2012; and

WHEREAS, public notice advertising the CITY's intent to enter into a public sale and purchase agreement of the PROPERTY appeared in the Nemaha County Herald, a newspaper of general circulation, on February 9, 2012, February 16, 2012, and February 23, 2012; and

WHEREAS, Grantees provided the highest bid purchase price for the PROPERTY at public auction on April 7, 2012, pursuant to the terms of the Resolution directing the sale of the Property dated January 23, 2012.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF AUBURN, NEBRASKA;

SECTION I. The Mayor and City Council hereby approves the sale of the PROPERTY to the Grantees in the amount of \$\_\_\_\_\_.

SECTION II. The Mayor is authorized to execute and the City Clerk or Deputy City Clerk is authorized to attest, a Warranty Deed conveying the PROPERTY to the Grantees pursuant to the terms of the above identified Resolution directing sale of real estate.

SECTION III. That all Ordinances and Resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

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

Passed and Approved this 9th day of April, 2012.

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

ATTEST:

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

(Seal)

**EXHIBIT "A"**

Lots Eleven (11) and Twelve (12), Block Twenty-Nine (29) in Sheridan, now Auburn, Nemaha County, Nebraska;

Lot Nine (9) of Block Twenty-Nine (29), Sheridan Addition, City of Auburn, Nemaha County, Nebraska;

Lot Ten (10) in Block Twenty-Nine (29) in Sheridan, now Auburn, Nemaha County, Nebraska.

OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

AN ORDINANCE AUTHORIZING THE SALE OF CITY-OWNED REAL ESTATE; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the City of Auburn, Nebraska ("CITY") is the owner of the vacant parcel/lots located in Auburn, Nebraska and legally described on Exhibit "A" attached hereto ("PROPERTY"); and

WHEREAS, the Mayor and City Council hereby find and determine that on January , 2012, the City passed a Resolution directing sale of real estate described in Exhibit "A", attached hereto, and incorporated herein by this reference; and

WHEREAS, \_\_\_\_\_ ("Grantees")  
\_\_\_\_\_, have offered to purchase the Property from the CITY after public auction on Saturday, April 7, 2012; and

WHEREAS, public notice advertising the CITY's intent to enter into a public sale and purchase agreement of the PROPERTY appeared in the Nemaha County Herald, a newspaper of general circulation, on February 9, 2012, February 16, 2012, and February 23, 2012; and

WEHREAS, Grantees provided the highest bid purchase price for the PROPERTY at public auction on April 7, 2012, pursuant to the terms of the Resolution directing the sale of the Property dated January 23, 2012.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF AUBURN, NEBRASKA;

SECTION I. The Mayor and City Council hereby approves teh sale of the PROPERTY to the Grantees in the amount of \$\_\_\_\_\_.

SECTION II. The Mayor is authorized to execute and the City Clerk or Deputy City Clerk is authorized to attest, a Warranty Deed conveying the PROPERTY to the Grantees pursuant to the terms of the above identified Resolution directing sale of real estate.

SECTION III. That all Ordinances and Resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

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

Passed and Approved this 9th day of April, 2012.

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

ATTEST:

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

(Seal)

**EXHIBIT "A"**

Lots One Hundred Six (106) and One Hundred Seven (107), in  
Crestview Addition to the City of Auburn, Nemaha County,  
Nebraska.

TO APPROVE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT COMMERCIAL REHAB FUNDING AS SUGGESTED BY THE REVITALIZATION REVIEW COMMITTEE

SUGGESTED ACTIONS OF REVITALIZATION REVIEW COMMITTEE ON APRIL 3, 2012:

- Property #22 (916 Central Avenue):** grant \$2,175.00, loan of \$2,175.00, match of \$1,450.00
- Property #23 (1213 K Street):** grant \$5,512.50.00, loan \$5,512.50, match of \$3,675.00
- Property #24 (923 Central Avenue):** grant \$42,975.00, match \$14,325.00
- Property #25 (1423 19<sup>th</sup> Street):** grant \$15,000.00, match \$5,000.00
- Property #26 (1222 J Street):** grant \$1,237.50, loan \$1,237.50, match \$825.00
- Property #27 (919-921 Central Avenue):** grant \$2,175.00, match \$725.00
- Property #28 (1213 K Street):** grant \$1,606.25, loan \$1,606.25, match \$2,220.50

WHEREAS, the City of Auburn, Nebraska has received a previous Community Development Block Grant for commercial rehabilitation and,

WHEREAS, CDBG funds for commercial rehabilitation are to be used for making grants and loans to private businesses and property owners in accordance with the City's CDBG Downtown Revitalization Plan, program, and governing regulations, and,

WHEREAS, the City has previously adopted an amended Downtown Revitalization Plan meeting the requirements of the Community Development Block Grant program and,

WHEREAS, the City of Auburn CDBG Revitalization Review Committee, has recommended commercial rehabilitation applications presented by these area property owners as spelled out in the Memorandum of Understanding (MOU) to finance construction for commercial rehab, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Auburn, Nebraska hereby approves a total granted amount of \$70,681.25 and total loaned amount of \$10,531.25 to the Round #6 applicants (6 properties) subject to the City's CDBG Downtown Revitalization Plan, program guidelines and regulatory provisions governing the Downtown Revitalization Plan and subject to the specific MOU's signed regarding each applicant.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Auburn, that the Mayor is hereby authorized and directed to execute all necessary and appropriate documents on behalf of the City of Auburn to effect acceptance of the suggested grant and loan amounts, contingent upon approval of the property owners and City Attorney as to form.

Passed and adopted on this 9th day of April, 2012

CITY OF AUBURN, NEBRASKA

ATTEST:

\_\_\_\_\_  
Scott Kudrna, Mayor

\_\_\_\_\_  
Sherry Heskett, City Clerk

Scheduled for City Council Action 04/09/2012

# Auburn Downtown Revitalization Project 10-DTR-Phase II Project Allocations

Project #	Owner	Location	Grant \$	Loan \$	Match \$
2	Melinda Clarke	1415 19th Street	\$6,937.50	\$6,937.50	\$4,625.00
4	Shane & Sue Charbonnet	1407 19th Street	\$8,514.75		\$2,838.25
5	David Moyer	922 Central Avenue	\$6,693.75	\$6,693.75	\$4,462.50
6	David Moyer	1122 J Street	\$13,162.50		\$4,387.50
7	Kristine Gill	1900, 1902 O Street	\$26,681.25	\$26,681.25	\$17,787.50
8	David Moyer	1122 J Street	\$36,837.50	\$53,717.50	\$30,185.00
10	Ronald Kostecka	907 Central Avenue	\$2,025.00		\$675.00
11	James Cain	1920 O Street	\$4,220.25		\$1,406.75
12	David Moyer	1916 O Street	\$3,000.00		\$1,000.00
13	David Moyer	911 Central Avenue	\$3,188.00	\$3,187.00	\$2,125.00
14	Dan Lunzmann	1403 19th Street	\$3,000.00		\$1,000.00
15a	Nemaha Valley Museum	1423 19th Street	\$5,400.00		\$1,800.00
15b	Nemaha Valley Museum	1816 O Street	\$1,500.00		\$500.00
16	Vicki Erisman	1108 J Street	\$900.00		\$300.00
17	Vicki Erisman	1106 J S treet	\$2,175.00		\$725.00
18	Phyllis Hemmingsen	921 Central Avenue	\$8,625.00		\$2,875.00
20	Amber Kinnaman	1405 19th Street	\$2,307.00	\$2,307.00	\$1,538.00
21	Gene & Susan Remmers	1222 J Street	\$8,548.00	\$8,548.00	\$5,699.00
22	Peggy Kuser	916 Central Avenue	\$2,175.00	\$2,175.00	\$1,450.00
23/28	Carla Mason	1213 K Street	\$7,118.75	\$7,118.75	\$5,895.00
24	Charles Nixon	923 Central Avenue	\$42,975.00		\$14,325.00
25	Nemaha Valley Museum	1423 19th Street	\$15,000.00		\$5,000.00
26	Gene & Susan Remmers	1222 J Street	\$1,237.50	\$1,237.50	\$825.00
27	Phyllis Hemmingsen	919-921 Central Avenue	\$2,175.00		\$725.00
<b>Totals:</b>			<b>\$214,396.75</b>	<b>\$118,603.25</b>	<b>\$112,149.50</b>
<b>Total CDBG Allocated:</b>			<b>\$333,000.00</b>		
<b>Total Match Committed:</b>			<b>\$112,149.50</b>		

2631 "O" STREET  
LINCOLN, NEBRASKA 68510-1398  
TELEPHONE: (402) 475-2560  
FAX: (402) 475-2794  
email [bvolz@sendd.org](mailto:bvolz@sendd.org)

March 21, 2012  
Sherry Heskett, City Clerk  
City Hall  
1101 J Street  
Auburn NE 68305

RE: **Auburn, NE.**  
**CDBG #9-HO-6047**  
**"Citywide" Owner-Occupied Housing Rehabilitation**  
**Final Drawdown # 25-Administration related costs only**

Sherry:

As we have discussed previously, there are now two separate drawdown forms for use with the CDBG Program; one for Administrative costs only and one for Project related costs only for all CDBG Projects.

In accordance with that policy, enclosed is **FINAL DRAWDOWN # 25 Administrative costs only** for the following billings concerning the **2009 CDBG Citywide Housing Rehabilitation Program**:

	TOTAL	CDBG	OTHER
DRAWDOWN # 25-Admin. costs only			
A. <b>Project Administration (0181)</b>			
1. <b>SEND D Admin., billing # 21.....</b>	\$ 2,381.30	2,381.30	0
(for 02/01/12-02/29/12)			

---

**Total needed - Draw # 25 CDBG funds.....      \$ 2,382.00**

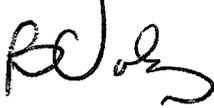
- Please review the Drawdown form, have it signed and dated by the Clerk and the Mayor and keep a copy of each for the City-CDBG financial file,
- Please send the original signed drawdown form back to me. I will forward to DED. Enclosed is a preaddressed envelope for your convenience.

- **For Items A1.:** Please process the **SENDD Administration billing #25 in the total amount of \$ 2,381.30** for approval by the City and payment.  
Note: Upon final processing through NDED, the CDBG funds will be electronically deposited into the special CDBG Housing Rehabilitation account.

After this billing is paid to SENDD there should be a \$ .91 balance in the account.

If you have any questions, just give me a call at our Lincoln Office.

Sincerely,



Ben J. Volz  
CDBG Project Administrator

cc: file

enc.



**REQUEST FOR CDBG FUNDS /  
Activity 0181 General Administration Only**  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT

See Reverse Side for Instructions / Revised October 2009

**CDBG  
REQUEST  
form  
ACTY 0181**

**DED Date Stamp**

Name of Local Government Grantee <b>City of Auburn</b>		Mailing Address <b>1101 J Street</b>	City <b>Auburn</b>	State <b>NE</b>	ZIP <b>68305</b>
CDBG Grant Number <b>09-HO-6047</b>	Federal Identification Number <b>47-6006317</b>	DUNS Number <b>080199193</b>	Number sequence order includes Both general admin 0181 requests And project activity requests <b>25</b>	DED Program Representative <b>Bob Jones</b>	

**Part I - STATUS OF FUNDS ACTIVITY 0181 GENERAL ADMINISTRATION**

1. Grant Funds Received to Date for activity 0181 general administration	\$	<b>12,320</b>	<b>IMPORTANT</b> Round all figures to nearest dollar <b>NO CENTS</b> Complete Part II for approved activity 0181 general administration only.	<b>PART III GRANTEE</b> General Administration Award CDBG activity 0181 Amount Awarded \$ <b>15,000</b>  90% General Admin Award max total draw prior to closeout \$ <b>13,500</b>
2. Add: Program Income Received to Date	<b>not applicable</b>			
3. Subtotal	<b>not applicable</b>			
4. Less: Federal Administration Funds Disbursed To Date (Must Agree To Total Of Part II, Line 3) activity 0181	\$	<b>12,320</b>		
5. Total: Federal Administration Funds On Hand (Must Agree To Part II, Line 6) activity 0181	\$	<b>12,320</b>		

**Part II - CASH REQUIREMENTS ACTIVITY 0181 GENERAL ADMINISTRATION**

<b>Activity Code 0181 GENERAL ADMINISTRATION ONLY</b>		<b>project activities not applicable</b>		0181 General Administration
1. Total Cash Administration Requirements To Date	\$	<b>14,702</b>	\$	<b>14,702</b>
2. Less: Local Funds Applied (Includes RLF)	\$	<b>0</b>	\$	<b>0</b>
3. Less: Federal Funds Disbursed Total Must Agree To Part I, Line 4	\$	<b>12,320</b>	\$	<b>12,320</b>
4. Total Current Cash Requirements	\$	<b>2,382</b>	\$	<b>2,382</b>
5. Less: Unpaid Previous Request for activity 0181 general administration	\$	<b>0</b>	\$	<b>0</b>
6. Less: Federal Funds On Hand for activity 0181 general administration (Must Agree To Part I, Line 5)	\$	<b>0</b>	\$	<b>0</b>
7. Net Amount of Federal Funds Requested ..... \$500 MINIMUM GENERAL ADMINISTRATION ACTIVITY 0181 REQUEST, UNLESS IT IS THE FINAL DRAW	\$	<b>2,382</b>	\$	<b>2,382</b>

*I certify that this request for federal funds has been prepared in accordance with the terms and conditions of the Grant Agreement, the Administrative Requirements and Treasury Circular No. 1075 which govern expenditures of federal funds for this grant. I also certify that all data reported above is correct and that the amount of the request for federal funds is not in excess of current needs.*

Signature of Authorized Official (Mayor/Board Chairman)	Typed Name of Authorized Official <b>Scott Kudrna, Mayor</b>	Date
Signature of Authorized Official (Clerk/Treasurer)	Typed Name of Authorized Official <b>Sherry Heskett, City Clerk</b>	Date
Person Preparing Request for CDBG Funds Form Name: <b>Ben J. Volz, Project Administrator</b>	Organization: <b>SENDD</b>	Telephone Number: <b>(402) 475-2560</b>
DEPARTMENT OF ECONOMIC DEVELOPMENT USE	AMOUNT APPROVED: \$	INITIALS: _____ DATE: _____

2631 "O" STREET  
LINCOLN, NEBRASKA 68510-1398  
TELEPHONE: (402) 475-2560  
FAX: (402) 475-2794  
email [byolz@sendd.org](mailto:byolz@sendd.org)

March 21, 2012

Sherry Heskett, City Clerk  
City Hall  
1101 J Street  
Auburn NE 68305

RE: **Auburn, NE.**  
**CDBG #9-HO-6047**  
**"Citywide" Owner-Occupied Housing Rehabilitation**  
**Final Drawdown # 26- Project related costs only**

Sherry:

As we have discussed previously, there are now two separate drawdown forms for use with the CDBG Program; one for Administrative costs only and one for Project related costs only for all CDBG Projects.

In accordance with that policy, enclosed is **Final DRAWDOWN # 26- Project related costs only** for the following billings concerning the **2009 CDBG Citywide Housing Rehabilitation Program**:

	TOTAL	CDBG	OTHER
DRAWDOWN # 26- Project related costs only			
<b>A. Rehab. Const. Costs (0530)</b>	<b>-0-</b>	<b>-0-</b>	<b>0</b>
<hr/>			
<b>Total of above for 0530</b>	<b>\$ -0-</b>	<b>-0-</b>	<b>0</b>
<hr/>			
<b>Subtotal for 0530</b>	<b>\$ -0-</b>	<b>-0-</b>	<b>0</b>
<hr/>			
<b>B. Hsg. Manag. Services (0580)</b>	<b>\$ -0-</b>	<b>-0-</b>	<b>0</b>
<hr/>			
<b>Subtotal for 0580</b>	<b>\$ -0-</b>	<b>-0-</b>	<b>0</b>



Note: Upon final processing through NDED, the CDBG funds will be electronically deposited into the special CDBG Housing Rehabilitation account.

After these bills are paid to SENDD, there should be \$ .36 balance in the account.

If you have any questions, just give me a call at our Lincoln Office.

Sincerely,



Ben J. Volz  
CDBG Project Administrator

cc: file  
enc:



**REQUEST FOR CDBG PROJECT FUNDS for PROJECT activities**  
**(Excludes activity 0181 general administration)**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT**  
 See Reverse Side for Instructions / Revised October 2009

CDBG REQUEST form Project Acty	DED Date Stamp
---	-------------------

Name of Local Government Grantee <b>City of Auburn</b>	Mailing Address <b>1101 J Street</b>	City <b>Auburn</b>	State <b>NE</b>	ZIP <b>60305</b>
CDBG Grant Number <b>09-HO-6047</b>	Federal Identification Number <b>47-6006317</b>	DUNS Number <b>080199193</b>	Number sequence order includes Both general admin 0181 requests And project activity requests <b>26</b>	DED Program Representative <b>Bob Jones</b>

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

1. Project Grant Funds Received to Date	\$	234,416	<b><u>IMPORTANT</u></b> Round all figures to nearest dollar... <b><u>NO CENTS</u></b> Complete Part II for all approved activities even if funds are not requested <b><u>DO NOT INCLUDE ACTIVITY 0181 GENERAL ADMIN</u></b>
2. Add: Program Income Received to Date	\$	0	
3. Subtotal	\$	234,416	
4. Less: Federal Project Funds Disbursed To Date (Must Agree To Part II, Line 3)	\$	234,416	
5. Total: Project Federal Funds On Hand (Must Agree To Part II, Line 6)	\$		

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

Activity Code Description	0530	0580	TOTAL
1. Total Cash Requirements To Date for Project			
2. Less: Local Funds Applied (Includes RLF)	\$ 219,607	\$ 44,576	\$
3. Less: Federal Funds Disbursed Total Must Agree To Part I, Line 4	\$ 29,607	\$ 0	\$
4. Total Current Cash Requirements	\$ 190,000	\$ 44,416	\$
5. Less: Unpaid Previous Request		\$ 160	\$ 160
6. Less: Federal Funds On Hand (Must Agree To Part I, Line 5)			\$
7. Net Amount of Federal Funds Requested .....			\$ 160

*I certify that this request for federal funds has been prepared in accordance with the terms and conditions of the Grant Agreement, the Administrative Requirements and Treasury Circular No. 1075 which govern expenditures of federal funds for this grant. I also certify that all data reported above is correct and that the amount of the request for federal funds is not in excess of current needs.*

Signature of Authorized Official (Mayor/Board Chairman)	Typed Name of Authorized Official <b>Scott Kudrna, Mayor</b>	Date
Signature of Authorized Official (Clerk/Treasurer)	Typed Name of Authorized Official <b>Sherry Heskett, City Clerk</b>	Date
Person Preparing Request for CDBG Funds Form Name: <b>Ben J. Voiz, Project Administrator</b>	Organization: <b>SEND</b>	Telephone Number: <b>(402) 475-2560</b>
DEPARTMENT OF ECONOMIC DEVELOPMENT USE ONLY		AMOUNT APPROVED \$
		INITIALS _____ DATE _____

RESOLUTION NO. \_\_\_\_-12

Of

THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION ACKNOWLEDGING THAT THE CITY ACCEPTS THE DUTIES SET OUT IN NEB. REV. STAT. §39-1359(2), FOR THE TEMPORARY USE OF THE STATE HIGHWAYS, US HWY 75 AND US HWY 136, BY THE CITY FOR THE HOLDING OF A SPECIAL EVENT DESIGNATED BY THE CITY.

**WHEREAS**, The City of Auburn is requesting temporary use of US HWY 75 and US HWY 136 for a parade on Friday, July 13, 2012 and Saturday, July 14, 2012, in conjunction with the Nemaha County Fair;

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Auburn, Nebraska, that the City shall have the legal duty to protect highway property from any damage that may occur arising out of the parade scheduled for Friday, July 13, 2012 and Saturday, July 14, 2012; and the State of Nebraska shall not have any such duty during the time the City of Auburn is in control of the Highways as specified in the notice provided pursuant to NEB. REV. STAT. §39-1359(3);

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the City Council of the City of Auburn, Nebraska, that upon a claim being made against the State of Nebraska, the City shall indemnify, defend, and hold harmless the State of Nebraska from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, which may arise as a result of the City's special event permit with the NDOR FOR July 13, 2012 and July 14, 2012.

PASSED and APPROVED, this 9th day of April, 2012.

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

ATTEST:

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

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

A RESOLUTION AUTHORIZING THE APPLICATION FOR AND THE USE OF A CITY CREDIT CARD PURSUANT TO THE TERMS OF THE BUSINESS EDITION VISA CARD APPLICATION

WHEREAS, there are times when the ordering and purchasing of necessary items to be used by City requires the use of a credit card;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Auburn, Nemaha County, Nebraska, that the Mayor is hereby authorized to sign any agreement, stipulation, or any other documents necessary to carry out the terms and provisions of this Resolution.

PASSED AND APPROVED, this 9<sup>th</sup> day of April, 2012.

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

ATTEST:

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

(Seal)

# Get the card built for your business

- No annual fee
- Low preferred rate
- Free rewards<sup>1</sup>



Carson National Bank  
P.O. Box 290  
Auburn, NE 68305



# Boost your success with a card just for business

Request your Business Edition® Visa® Card with no annual fee

### Save with low rates

You're entitled to preferred rates just for business owners. Save even more with no annual fee.

### Improve cash flow

Get the added buying power your business needs for everything from office supplies and computers to travel.

### Easily track business expenses

Get detailed monthly reports ideal for forecasting and tax preparation.

### Access your account anytime

Manage your account online 24 hours a day... when it's convenient for you.

### Separate business and personal expenses

Track all your business expenses on one card. Plus free up personal cards for your own use.



Plus earn rewards for business spending

**FREE**

Get rewarded just for using your business card.

- Earn 1 point for every qualifying \$1 spent<sup>2</sup>
- No limit to the points you can earn
- Redeem for a statement credit, travel, merchandise and gift certificates
- Rewards start at just 2,500 points
- Combine points at company level or redeem separately for each cardholder

Simply request the **FREE Maximum Rewards®** program when you apply.

## It's easy to request your Business Edition® Visa® Card

Simply return this application today.

We reserve the right to change the account terms should your credit profile change or for other reasons described in the Summary of Credit Terms.

<sup>1</sup> There is no cost to enroll for Maximum Rewards. Some redemption options may be subject to fees.  
<sup>2</sup> See Rewards Terms and Conditions in the Summary of Credit Terms for details.

**IMPORTANT RATE, FEE AND OTHER COST INFORMATION SUMMARY OF CREDIT TERMS**

<p><b>Annual Percentage Rate (APR) for Purchases</b></p>	<p><b>Business Edition®</b> 7.99% APR variable, or 13.99% APR variable (as of 02/01/2009) depending on how you meet our credit criteria.<sup>1*</sup></p>	<p><b>Business Edition® with Maximum Rewards®</b> 10.99% APR variable, or 15.99% APR variable (as of 02/01/2009) depending on how you meet our credit criteria.<sup>1*</sup></p>
<p><b>Other APRs</b></p>	<p>Balance Transfer APR: 7.99% variable, or 13.99% variable (as of 02/01/2009), depending on how you meet our credit criteria.<sup>1*</sup> Cash Advance APR: 20.75% variable (as of 02/01/2009).<sup>1*</sup> Penalty Rate APR: 29.99% variable (as of 02/01/2009) (see explanation below).<sup>1*</sup></p>	<p>Balance Transfer APR: 10.99% variable, or 15.99% variable (as of 02/01/2009), depending on how you meet our credit criteria.<sup>1*</sup> Cash Advance APR: 20.75% variable (as of 02/01/2009).<sup>1*</sup> Penalty Rate APR: 29.99% variable (as of 02/01/2009) (see explanation below).<sup>1*</sup></p>
<p><b>Variable Rate Information</b></p>	<p>The APR for Purchases and Balance Transfers may vary and will be the greater of 7.99% or the Index plus a Margin of 2.99%,* or the greater of 13.99% or the Index plus a Margin of 8.99% depending on how you meet our credit criteria.* The APR for Cash Advances may vary and will be the greater of 19.99% or the Index plus a Margin of 15.75%.* The APR for Penalty Rates may vary and will be the greater of 29.99% or the Index plus a Margin of up to 24.99%.*</p>	<p>The APR for Purchases and Balance Transfers may vary and will be the greater of 10.99% or the Index plus a Margin of 5.99%,* or the greater of 15.99% or the Index plus a Margin of 10.99% depending on how you meet our credit criteria.* The APR for Cash Advances may vary and will be the greater of 19.99% or the Index plus a Margin of 15.75%.* The APR for Penalty Rates may vary and will be the greater of 29.99% or the Index plus a Margin of up to 24.99%.*</p>
<p><b>Grace Period for Repayment of Balance for Purchases</b></p>	<p>Not less than 20 days from the closing date of the billing cycle (provided you have paid your previous New Balance in full by the due date).</p>	
<p><b>Method of Computing the Balance for Purchases</b></p>	<p>Average daily balance (including new purchases).</p>	
<p><b>Annual Fee</b></p>	<p>None.</p>	
<p><b>Minimum Finance Charge</b></p>	<p>\$1.75 (any billing cycle a finance charge is imposed).</p>	
<p><b>Foreign Currency Transaction Fee for Transactions made in Non U.S. Currency</b></p>	<p>3% of the amount of the transaction (after conversion to U.S. Dollars).</p>	
<p><b>Over Limit Fee</b></p>	<p>\$39</p>	
<p><b>Transaction Fee for Cash Advances</b></p>	<p>The greater of \$15 or 3% of the transaction (the greater of \$15 or 5% of the transaction for certain "Cash Equivalent Transactions").</p>	
<p><b>Transaction Fee for Balance Transfers</b></p>	<p>The greater of \$10 or 3% of the transaction.</p>	
<p><b>Late Payment Fee</b></p>	<p>\$35 if your New Balance is less than \$500; or \$39 if your New Balance is equal to or greater than \$500.</p>	

<sup>1</sup>Your Annual Percentage Rates, (including Introductory Rates, Preferred Rates or Special Offer Rates) may terminate and increase to a Penalty or Preferred Rate if you have missed a payment to us: (a) more than twice in the last six months or more than five times in the last 12 months; or (b) that has remained unpaid 30 days or more at any time in the last six months or if this has occurred more than once in the last 12 months; or (c) that has remained unpaid 60 days or more at any time in the last 12 months. Factors considered in determining the higher rates may include how you have handled your account with us and current and historical information regarding your credit in general.

Business Telephone  
 Name of Company as you would like to see on the card (limit 28 characters and spaces)

\*The Index is the highest U.S. Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* during the 90 days immediately preceding the last day of each calendar month.

Please Note: Your account generally will have monthly billing cycles, except that your first billing cycle may be more or less than one month. All credit terms, including minimum finance charges, will apply in each billing cycle including the first billing cycle.

You understand that the terms of your account, including APRs, are subject to change. APRs are not guaranteed and they may change to higher APRs. Fixed APRs may change to variable APRs and vice versa. **IMPORTANT NOTICE REGARDING CHANGES IN TERMS. We reserve the right to unilaterally change the rates, fees, costs, and other terms at any time for any reason in addition to APR increases that may occur for failure to comply with the terms of your Account.**

You agree that payments on your Account may be applied in the order we select. We may allocate payments to balances starting with the lowest Annual Percentage Rate.

**BALANCE TRANSFERS:** You authorize us to make one or more of the balance transfers that you have requested. All balance transfer requests are subject to our approval; we are not liable if we do not make a requested balance transfer. We reserve the right to make balance transfers in the order we select and to limit the amount of the balance transfers that we make (this amount may be less than your total credit limit). If you request an amount that we do not approve, we may process a partial transfer for less than you requested or we may decline the entire request. In addition, transfer requests that are incomplete, illegible or requested to cash, to yourself or to another account with us or one of our affiliates need not be processed. You should not transfer any amount that is in dispute in order to preserve your dispute rights. You should continue to monitor the other accounts that you request to transfer balances from and you should continue to pay the minimum payments due on those accounts until you receive statements from those creditors showing that the balances due them have been paid in full. This may not happen until after the balance transfer appears on your billing statement from us. You are liable for any late payments, finance charges or disputed amounts on your other accounts. If you want your other accounts closed following a balance transfer, you are responsible for doing so. Balance Transfers are subject to applicable fees and finance charges and do not have the benefit of a grace period.

**CREDIT REPORTS:** By applying for this account you agree that First Bankcard (a division of First National Bank of Omaha) may obtain credit reports for purposes of processing your application and for later purposes related to your account such as reviewing, updating and renewing it, increasing the credit line and collecting. If you request, you will be informed of whether or not a credit report was requested and of the name and address of the consumer reporting agency that furnished the report. You also authorize First Bankcard (a division of First National Bank of Omaha) to verify your employment, income and other relevant information.

**NOTICE TO CARDMEMBERS AND AUTHORIZED USERS:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**MINIMUM PAYMENT:** You may pay all or a part of the balance on your account at any time. However, you must pay at least the minimum payment by the due date shown on your billing statement. The minimum payment will be indicated on your billing statement and shall be the largest of (1), (2) or (3) listed below, plus any amount that is past due on your account.

(1) Your total New Balance if it is less than \$10; (2) The greater of 2% of the entire New Balance, or \$10; OR (3) The sum of your current cycle fees and finance charges, plus 1% of the entire New Balance (to calculate this 1%, we will not count amounts in dispute or current cycle fees and finance charges as part of the New Balance). If your account is overlimit, we will add to the minimum payment the amount necessary to reduce your balance to your approved credit limit.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify, and record information that identifies each person (including business entities) who opens an account.

What this means for you: When you open an account, we will ask for your name, physical address, date of birth, and other information that will allow us to identify you. We may also ask for other identifying documents. We will let you know if additional information is required.

Married applicants may apply for separate Accounts in their own names.

**OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**NOTICE TO MARRIED WISCONSIN APPLICANTS:** No provision of any marital property agreement, unilateral statement or court decree adversely affects our interests and/or rights unless, prior to the time the credit is granted or an open-end credit plan is entered into, we are furnished with a copy of the agreement, statement, or decree, or have actual knowledge of the adverse provision. **Married Wisconsin residents applying for credit separately must furnish name and address of their spouse to First Bankcard (a division of First National Bank of Omaha) at P.O. Box 3696, Omaha, NE 68172-9936.**

**CALIFORNIA RESIDENTS:** The applicant, if married, may apply for a separate account. After credit approval, each applicant shall have the right to use this account to the extent of any credit limit set by the creditor and each applicant may be liable for all amounts of credit extended under this account to each joint applicant.

**NEW YORK RESIDENTS** may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods. New York State Banking Department: 1-877-228-5697.

**ARBITRATION NOTICE:** You understand that any Cardmember Agreement you receive will contain an arbitration provision that may substantially limit your rights in the event of a dispute, including your right to litigate in court or have a jury trial, discovery and appeal rights, and the right to participate in court or in arbitration as a representative or member of a class action. You may request arbitration rules and forms through either or both of the following arbitration administrators: American Arbitration Association, 1-800-778-7879; and National Arbitration Forum, 1-800-474-2371. Please review the Cardmember Agreement and its arbitration provision carefully before you use or allow someone else to use an account.

The information about the costs of the card described in this application is accurate as of the print date of February 2009. This information may have changed after that date. To find out what may have changed, write First Bankcard (a division of First National Bank of Omaha) P.O. Box 3696, Omaha, NE 68172-9936.

Cards are issued by First Bankcard (a division of First National Bank of Omaha).

### MAXIMUM REWARDS® FOR BUSINESS TERMS AND CONDITIONS SUMMARY

Please read these terms and conditions for important information about the Maximum Rewards® for Business Program ("Program"). First Bankcard (a division of First National Bank of Omaha) is referred to below as "we", "us" and "our".

1. Program members will earn 1 point for each \$1.00 in Qualifying Credit Card Transactions charged on his/her credit card account. "Qualifying Credit Card Transactions" means authorized new purchases posted to your account, net of refunds, credits (for returned merchandise or otherwise) and disputed billing items (alternatively, points may be deducted for awards based on purchases that are subsequently subject to a refund, credit or dispute). "Qualifying Credit Card Transactions" do not include: (a) annual fees, finance charges and other fees or charges posted to your account; (b) cash advances or special check transactions; (c) balance transfers; (d) charges for other products, services or benefits that we provide (such as credit insurance premiums); or (e) other transactions that we determine in our sole discretion not to be eligible for Qualifying Credit Card Transactions treatment.

2. In addition to the points described in 1, we may also award you one or more additional bonus points, at our sole discretion, in connection with certain transactions and/or promotions. Points are redeemed and expire on a "first-in/first-out" basis. Points will expire on or after the third anniversary of when they were awarded. There is no limit to the number of points that you can earn; provided, however, there may be a limit to the number of bonus points that you can earn in connection with certain transactions and/or promotions. We reserve the right, in our sole discretion, to determine which Qualifying Credit Card Transactions are eligible for bonus point treatment.

3. Program membership will be automatically renewed each year at the terms and fees then in effect, unless the cardmember notifies us of cancellation.

4. Eligibility is restricted to Program members whose accounts are in good standing. Examples of an account not in good standing include, but are not limited to, an overlimit account, a delinquent account or an account otherwise in violation of your cardmember agreement. If your account is open and in good standing you may earn and redeem accumulated points.

5. The Program is void where prohibited by law.

6. The Program is offered at our sole discretion. We may, from time to time and in our sole discretion, change or limit any aspect of the Program and its rules, restrictions, benefits or features, in whole or in part, including, but not limited to, suspending or terminating all or part of the Program, with or without prior notice to you. We also reserve the right to add any Program membership or other fees or increase such fees, if any.

7. We reserve the right to terminate the Program at any time. Our decisions regarding the Program are final. If the Program is terminated through no fault of your own, you will be notified of the date by which you must redeem all your accumulated points.

8. Any liability for federal, state, or local income taxes regarding the earning or redemption of points is the sole responsibility of the participant and not the responsibility of us or SHC Direct, LLC.

9. There is no redemption fee for redeemed merchandise and gift card/certificate rewards. A \$37.95 redemption fee is applicable for travel within the U.S., Canada, Mexico, and the Caribbean, and \$47.95 for international travel redemptions. Points may be redeemed for a cash rebate option in the form of an account credit only.

10. Every effort has been made to ensure that all information in all Program materials is accurate. We are not responsible for printing errors or omissions.

Additional Program Terms and Conditions apply and will be provided to you when you become an approved cardmember.

# Business Edition® Visa® Card

## REWARD OPTIONS

Please check only one box.

- All Reward Points aggregate at the company level
- Reward Points to accrue separately for each cardholder
- No Rewards (default)

Promo Code 69652  
 Promo Code 69652  
 Promo Code 69651

Bank/Branch No: 001 - 000  
 Graphics ID: 001 - 0000  
 Employee No: \_\_\_\_\_

## COMPANY INFORMATION

Business Legal Name \_\_\_\_\_ Tax ID # \_\_\_\_\_

Physical Business Address (other than P.O. Box) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address (if different than physical address) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Telephone \_\_\_\_\_ Name of Company as you would like to see on the card (limit 22 characters and spaces) \_\_\_\_\_

**Legal Structure**                      **Line of Business**                      **Number of Employees**

Corporation    Sole Proprietorship    Professional    Manufacturing    Agriculture    1 - 10    100 - 499

Partnership    Other \_\_\_\_\_    Service    Retail    Other \_\_\_\_\_    11 - 99    500+   **Year Company Started** \_\_\_\_\_

Email Address: Include full email address with punctuation (Example: jdoe@fnni.com)++

## FINANCIAL REFERENCE

Bank Name \_\_\_\_\_ \$ \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ ( ) \_\_\_\_\_ - \_\_\_\_\_  
 Checking Balance                      Bank Contact                      Contact's Phone Number

## ADDITIONAL EMPLOYEE CARDS

If you are requesting more than two cards, please attach a separate sheet of paper with the required information. You may authorize to use your account the person(s) identified as your "authorized user(s)." Each authorized user will be issued a card. The authorized user must affix his or her signature on the reverse side of the card. The persons you list below are designated as authorized users. Indicate how you want each card to read.

First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Social Security Number or Employee ID \_\_\_\_\_

First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Social Security Number or Employee ID \_\_\_\_\_

## AUTHORIZED COMPANY REPRESENTATIVE INFORMATION

"Company" means the business identified above. "We", "us", or "our" means First Bankcard, a division of First National Bank of Omaha. By signing below, the "Authorized Company Representative" is signing as an authorized representative on behalf of Company and on his/her own behalf, individually. In his/her capacity as an Authorized Company Representative, such person certifies that the information in this application is true and correct and that he/she has full power and authority to sign this application on behalf of Company. By signing below, Company and the Authorized Company Representative acknowledge and agree: (i) that any Business Edition® and/or Business Edition® with Maximum Rewards® Visa Cards issued to Company and its employees have been issued in reliance upon this application; (ii) to comply with the cardmember agreement furnished in connection with such card(s); (iii) that we may obtain additional information from credit bureaus and other lawful sources, including persons and other companies named in this application, to verify the creditworthiness of Company and the undersigned; and (iv) that all charges to Company's account(s) shall be made solely for business or commercial purposes and not for personal, family or household purposes. Company and the Authorized Company Representative shall be jointly and severally liable for repayment of all amounts due on all of Company's accounts opened in response to this application or subsequently on behalf of Company.

First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

Date Of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Home Address (other than P.O. Box) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Home Telephone \_\_\_\_\_

Authorized Company Representative Title \_\_\_\_\_ \$ \_\_\_\_\_ , \_\_\_\_\_ Annual Personal Income\*\*                      Years In Current Position \_\_\_\_\_

Owner    Partner    President    Vice President    Treasurer    Other \_\_\_\_\_

**X** \_\_\_\_\_  
 Authorized Company Representative Signature (Do Not Include Titles)                      Date

++ If you provide us with an email address we may use it to contact you about your account or send you information concerning other products or services.

\*\*Alimony, child support or separate maintenance income need not to be revealed if you do not wish to have it considered as a basis for repaying this obligation. Applicant may include income from any source.

7582231761



**City of Auburn**

1101 J Street  
Auburn, Nebraska 68305

April 9, 2012

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

**Street Department Activity Report  
(March 2012)**

**MAYOR**

Scott Kudrna

**COUNCIL MEMBERS**

Katy Billings

Mitch Bishop

Shawn Clark

Frank Critser

Larry Holtzman

- Appliance and Furniture Recycle Lot – 4 times
- Brush Lot – 4 times
- Recycle trailer to American Recycling & Sanitation – 2 times
- Worked on equipment at city shop
- Garbage run at parks/lake/business area (weekly)
- Cleaned storm drains around town
- Put up tennis nets
- Hauled leaves out of Legion Park and Pool
- Mowing Rec Complex and all parks
- Worked on school crosswalk – formed it up for cement and installed the posts for the lights at the crosswalk

Harry Bridgmon  
Street Commissioner





# AUBURN POLICE DEPARTMENT

1805 N Street  
Auburn, Nebraska 68305  
Phone (402)274-4977 Fax (402)274-5066

Kris R. Baker  
Chief of Police

## Monthly Activity Report March 2012

4264 Miles driven (2949 miles in March of 2011)  
39 Citations issued (34)  
36 Warnings issued (49)  
16 Arrests made (21)  
185 Calls for service (136)  
27 Hours spent on animal control (21)  
8 Traffic accidents investigated (3)

### Other notable activity:

On March 7<sup>th</sup> the Auburn Police Department received a report of a distraught and developmentally challenged missing person. Police quickly circulated missing person flyers around town. With the help of the public and Verizon Wireless, police were able to track down and find the missing person in a field behind Orschelin's.

March 12<sup>th</sup> through March 16<sup>th</sup> Officer Timmerman attended a Drug Training Conference in Tulsa, Oklahoma. Training and travel expenses were paid for by the Police Officers Association of Nebraska.

On March 21<sup>st</sup> the Auburn Police Department, Nemaha County Sheriff's Office and Auburn Rescue Squad responded to a stabbing at a residence in the 1400 block of O Street. A 24 year old Auburn man was subsequently taken into custody by the Nemaha County Sheriff's Office for 2<sup>nd</sup> Degree Assault and Use of a Weapon to Commit a Felony. Both stabbing victims were transported to the Nemaha County Hospital where they received medical attention and were released.

On March 27<sup>th</sup> I attended the Emergency Planning Committee meeting at Nemaha County Emergency Management.

On March 28<sup>th</sup> I met with administrators at Good Samaritan Nursing home to discuss and coordinate our new roles/responsibilities pursuant to the newly expanded "Elder Abuse Act."

***"It shall be the mission of the Auburn Police Department to partner with the community to proactively address issues of crime, public safety and quality of life."***

## *Auburn Memorial Library*

---

1810 Courthouse Ave  
Auburn, NE 68305

### **City Council Report April 2012**

- Preschool storytime ended with a total of 99 children attending.
- The library will again be hosting the Fish & Wildlife Duck Stamp winners. They will be on display May 7 – 11.
- Construction update: The footings have been dug and concrete poured.

### **Statistical Report:**

<u>Date:</u>	<u>Circulation:</u>	<u>Patrons:</u>	<u>Money to City:</u>	<u>Computer Use:</u>
March 2012	4,777	2,973	\$945.20	546
March 2011	5,242	2,892	\$1,010.80	617
February 2012	4,322	2,698	\$774.90	507
February 2011	4,697	2,362	\$672.15	532

**AGENDA ITEM #25**

**Budget Reports Submitted by City Treasurer  
Receipts by Department**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-00-3100	GEN FEDERAL REVENUES	36,000.00	2,500.00	12,193.66	33.87	23,806.34
01-00-3200	GEN STATE EQUALIZATION	178,811.72	28,570.19	54,954.69	30.73	123,857.03
01-00-3202	GEN STATE MOTOR VH FEE	.00	.00	.00	.00	.00
01-00-3203	GEN MTR VEHICLE PRORATE	1,500.00	.00	540.31	36.02	959.69
01-00-3204	GEN STATE AID	.00	.00	.00	.00	.00
01-00-3205	GEN STATE MIRF	.00	.00	.00	.00	.00
01-00-3208	GEN OTHER STATE	25,000.00	4,068.77	4,068.77	16.28	20,931.23
01-00-3301	GEN LICENSES & PERMITS	18,000.00	2,447.50	7,840.50	43.56	10,159.50
01-00-3306	GEN RETM/REFUNDS	7,000.00	2,492.52	7,251.23	103.59	251.23-
01-00-3310	GEN FRANCHISE FEES	80,000.00	6,650.27	60,059.84	75.07	19,940.16
01-00-3311	GEN IN LIEU OF TAXES	.00	.00	.00	.00	.00
01-00-3312	GEN BPW REVENUE PAYMENT	125,000.00	9,922.62	56,103.91	44.88	68,896.09
01-00-3314	GEN ST LIC AND CITY FINES	3,500.00	62.50	132.50	3.79	3,367.50
01-00-3325	GEN TICKET SALES	42,000.00	.00	130.00	.31	41,870.00
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	500.00	49.00	460.75	92.15	39.25
01-00-3335	GEN CITY SALES TAX	340,000.00	28,258.57	184,393.03	54.23	155,606.97
01-00-3340	GEN INTEREST	2,500.00	234.99	1,508.48	60.34	991.52
01-00-3342	GEN PROGRAM & USE FEES	6,000.00	175.00	2,125.00	35.42	3,875.00
01-00-3346	GEN FOOTBALL PROGRAM REV	.00	.00	.00	.00	.00
01-00-3347	GEN GRANTS/DONATIONS	.00	.00	.00	.00	.00
01-00-3350	GEN MFO	11,000.00	.00	5,930.70	53.92	5,069.30
01-00-3351	GEN PROPERTY TAXES	506,582.00	18,602.17	121,676.44	24.02	384,905.56
01-00-3352	GEN MTR VEHICLE TAXES	67,000.00	5,085.39	31,349.32	46.79	35,650.68
01-00-3359	GEN CO TREAS OTHER	100.00	.00	.00	.00	100.00
01-00-3360	GEN MISC REVENUES	7,000.00	1,017.55	4,054.35	57.92	2,945.65
01-00-3361	FIRE PROPERTY TAXES	42,740.00	1,492.50	10,213.30	23.90	32,526.70
01-00-3362	FIRE MTR VEHICLE TAXES	.00	.00	.00	.00	.00
01-00-3363	FIRE MTR VEHICLE PRORATE	150.00	.00	43.44	28.96	106.56
01-00-3368	FIRE OTHER STATE	2,000.00	327.14	327.14	16.36	1,672.86
01-00-3369	FIRE CO TREAS OTHER	8.00	.00	.00	.00	8.00
01-00-3999	GEN TRANSFERS IN	.00	.00	2,195.71	.00	2,195.71-
		=====	=====	=====	=====	=====
	DIFFERENCE	1,509,991.72	111,956.68	567,553.07	37.59	942,438.65
		=====	=====	=====	=====	=====
	PROOF	1,509,991.72	111,956.68	567,553.07	37.59	942,438.65
		=====	=====	=====	=====	=====

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	273,250.00	29,152.35	153,256.93	56.09	119,993.07
03-00-3202	STREET STATE MOTOR VEHICLE FEE	26,500.00	.00	12,715.55	47.98	13,784.45
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	26.46	.00	26.46-
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	3,917.43	29,602.19	59.20	20,397.81
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	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	349,750.00	33,069.78	195,601.13	55.93	154,148.87
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	349,750.00	33,069.78	195,601.13	55.93	154,148.87
		=====	=====	=====	=====	=====

CITY OF AUBURN  
BUDGET REPORT  
CALENDAR 3/2012, FISCAL 6/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
04-00-3321	PAVING WATER SEWER	60,000.00	3,988.40	16,654.81	27.76	43,345.19
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	60,000.00	3,988.40	16,654.81	27.76	43,345.19
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	60,000.00	3,988.40	16,654.81	27.76	43,345.19
		=====	=====	=====	=====	=====

CITY OF AUBURN  
BUDGET REPORT  
CALENDAR 3/2012, FISCAL 6/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
10-00-3306	KENO REIM/REFUNDS	.00	.00	.00	.00	.00
10-00-3340	KENO INTEREST	250.00	17.29	108.13	43.25	141.87
10-00-3348	KENO PROCEEDS	14,750.00	.00	2,155.27	14.61	12,594.73
10-00-3360	KENO MISC REVENUES	.00	.00	.00	.00	.00
10-00-3999	KENO TRANSFERS IN	.00	8,708.89	8,708.89	.00	8,708.89-
		=====	=====	=====	=====	=====
	DIFFERENCE	15,000.00	8,726.18	10,972.29	73.15	4,027.71
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	15,000.00	8,726.18	10,972.29	73.15	4,027.71
		=====	=====	=====	=====	=====

CITY OF AUBURN  
BUDGET REPORT  
CALENDAR 3/2012, FISCAL 6/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
20-00-3100	FIRE SINKING FEDERAL RECEIPTS	.00	.00	.00	.00	.00
20-00-3208	FIRE SINKING STATE GRANTS	.00	.00	.00	.00	.00
20-00-3340	FIRE SINKING INTEREST	.00	4.44	8.26	.00	8.26-
20-00-3999	FDS SINK TRANS IN	.00	.00	8,917.00	.00	8,917.00-
		=====	=====	=====	=====	=====
	DIFFERENCE	.00	4.44	8,925.26	.00	8,925.26-
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		=====	=====	=====	=====	=====
	PROOF	.00	4.44	8,925.26	.00	8,925.26-
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CITY OF AUBURN  
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
30-00-3100	CDBG FEDERAL REVENUES	375,000.00	5,283.00	51,436.00	13.72	323,564.00
30-00-3200	CDBG STATE REVENUES	.00	.00	.00	.00	.00
30-00-3330	CDBG REUSE PAYMENTS	8,000.00	633.94	3,723.64	46.55	4,276.36
30-00-3340	CDBG INTEREST	300.00	2.97	8.69	2.90	291.31
30-00-3360	CDBG MISC REVENUES	.00	.00	.00	.00	.00
30-00-3999	CDBG TRANSFERS IN	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	383,300.00	5,919.91	55,168.33	14.39	328,131.67
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		=====	=====	=====	=====	=====
	PROOF	383,300.00	5,919.91	55,168.33	14.39	328,131.67
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**AGENDA ITEM #25**

**Budget Reports Submitted by City Treasurer  
Expenditures by Department**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-00-4101	GEN SALARIES	112,356.68	9,492.29	55,013.23	48.96	57,343.45
01-00-4102	GEN HEALTH INSURANCE	24,977.16	3,792.32	11,170.49	44.72	13,806.67
01-00-4103	GEN LIFE INSURANCE	1,200.00	70.89	425.34	35.45	774.66
01-00-4104	GEN PENSION PLAN	6,000.00	.00	796.33	13.27	5,203.67
01-00-4105	GEN WORKMEN COMP	.00	.00	740.79	.00	740.79-
01-00-4106	GEN UNEMPLOYMENT	.00	.00	.00	.00	.00
01-00-4108	GEN FLEX SPENDING PLAN	950.00	.00	.00	.00	950.00
01-00-4111	GEN FICA MATCH	8,600.00	722.11	4,020.57	46.75	4,579.43
01-00-4201	GEN LEGAL EXPENSES	15,000.00	1,944.27	10,981.52	73.21	4,018.48
01-00-4202	GEN UTILITIES	10,000.00	749.25	4,611.78	46.12	5,388.22
01-00-4203	GEN INSURANCE	9,000.00	.00	7,037.41	78.19	1,962.59
01-00-4204	GEN MEMBERSHIPS/SUBSCRIP	7,000.00	25.00	185.00	2.64	6,815.00
01-00-4205	GEN MEETING EXPENSES	4,000.00	416.29	1,622.06	40.55	2,377.94
01-00-4206	GEN SERVICES	37,000.00	1,408.95	29,212.20	78.95	7,787.80
01-00-4208	GEN BLDG & GROUNDS MAINT	5,000.00	.00	245.05	4.90	4,754.95
01-00-4209	GEN EQUIP & EQUIP MAINT	5,000.00	506.39	2,913.82	58.28	2,086.18
01-00-4217	GEN ECONOMIC DEVELOP	2,000.00	.00	2,000.00	100.00	.00
01-00-4218	GEN STATUTES & REFERENCE	275.00	.00	65.40	23.78	209.60
01-00-4223	GEN TREE PROGRAM	4,275.00	40.00	1,847.85	43.22	2,427.15
01-00-4230	GEN SALES TAX	.00	.00	.00	.00	.00
01-00-4240	GEN REIM/REFUNDS	200.00	.00	200.00	100.00	.00
01-00-4245	GEN ST LIC AND CITY FINES	3,500.00	.00	.00	.00	3,500.00
01-00-4250	GEN SUPPLIES/MATERIALS	8,000.00	200.49	2,649.91	33.12	5,350.09
01-00-4289	GEN SAFETY PROGRAM	.00	.00	.00	.00	.00
01-00-4299	GEN MISC EXPENSES	1,000.00	38.00	363.84	36.38	636.16
01-00-4400	GEN CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-00-4500	GENERAL DEBT RETIRE PRINC	135,000.00	.00	135,000.00	100.00	.00
01-00-4600	GEN DEBT RETIRE-INTEREST	3,740.00	.00	2,140.00	57.22	1,600.00
01-00-4700	GEN BOND FEES	1,000.00	.00	.00	.00	1,000.00
01-00-4800	GEN GRANT & SPECIAL PROJECTS	46,000.00	.00	16,685.38	36.27	29,314.62
01-00-4999	GENERAL TRANSFERS OUT	.00	.00	8,917.00	.00	8,917.00-
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	DIFFERENCE	451,073.84	19,406.25	298,844.97	66.25	152,228.87
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	PROOF	451,073.84	19,406.25	298,844.97	66.25	152,228.87
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-02-4101	POLICE SALARIES	191,488.08	18,420.72	106,525.01	55.63	84,963.07
01-02-4102	POLICE HEALTH INSURANCE	52,500.00	8,170.64	29,680.68	56.53	22,819.32
01-02-4103	POLICE LIFE INSURANCE	1,200.00	101.13	629.94	52.50	570.06
01-02-4104	POLICE PENSION PLAN	11,500.00	.00	1,100.81	9.57	10,399.19
01-02-4105	POLICE WORKMEN COMP	.00	.00	6,648.02	.00	6,648.02
01-02-4106	POLICE UNEMPLOYMENT	.00	.00	32.31	.00	32.31
01-02-4107	POLICE UNIFORM ALLOWANCE	3,600.00	.00	2,392.38	66.46	1,207.62
01-02-4108	POLICE FLEX SPENDING PLAN	.00	.00	.00	.00	.00
01-02-4111	POLICE FICA MATCH	15,000.00	1,014.04	6,956.18	46.37	8,043.82
01-02-4201	POLICE LEGAL EXPENSES	.00	.00	.00	.00	.00
01-02-4202	POLICE UTILITIES	3,500.00	242.62	896.52	25.61	2,603.48
01-02-4203	POLICE INSURANCE	12,000.00	.00	4,342.98	36.19	7,657.02
01-02-4204	POLICE MEMBERSHIPS & SUBS	250.00	40.00	152.00	60.80	98.00
01-02-4205	POLICE MEETING EXPENSES	2,000.00	449.25	2,275.15	113.76	275.15
01-02-4206	POLICE SERVICES	59,200.00	5,293.47	32,192.83	54.38	27,007.17
01-02-4208	POLICE BLDG & GROUNDS MAI	.00	.00	.00	.00	.00
01-02-4209	POLICE EQUIP & EQUIP MAINT	10,000.00	140.00	4,820.52	48.21	5,179.48
01-02-4218	POLICE STATUTES & REFEREN	200.00	.00	104.24	52.12	95.76
01-02-4240	POLICE REIM/REFUNDS	.00	.00	.00	.00	.00
01-02-4250	POLICE SUPPLIES/MATERIALS	20,000.00	2,617.86	10,568.47	52.84	9,431.53
01-02-4299	POLICE MISC. EXPENSES	300.00	3.00	29.99	10.00	270.01
01-02-4400	POLICE CAPITAL OUTLAYS	30,000.00	.00	.00	.00	30,000.00
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
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	DIFFERENCE	412,738.08	36,492.73	209,348.03	50.72	203,390.05
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	PROOF	412,738.08	36,492.73	209,348.03	50.72	203,390.05
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-05-4101	FIRE DEPT SALARIES	5,722.68	476.89	2,861.34	50.00	2,861.34
01-05-4103	FIRE DEPT LIFE INS	1,525.00	133.25	1,107.96	72.65	417.04
01-05-4105	FIRE DEPT WORKMEN COMP	.00	.00	1,564.24	.00	1,564.24
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	218.88	50.00	218.91
01-05-4202	FIRE DEPT UTILITIES	9,000.00	917.24	4,487.09	49.86	4,512.91
01-05-4203	FIRE DEPT INSURANCE	10,000.00	.00	5,635.76	56.36	4,364.24
01-05-4204	FIRE DEPT MEMBERSHIPS/SUB	1,575.00	.00	.00	.00	1,575.00
01-05-4205	FIRE DEPT MEETING EXPENSES	1,000.00	.00	.00	.00	1,000.00
01-05-4206	FIRE DEPT SERVICES	400.00	.00	.00	.00	400.00
01-05-4208	FIRE DEPT BLDG & GROUNDS	3,000.00	.00	346.10	11.54	2,653.90
01-05-4209	FIRE DEPT EQUIP & MAINT	3,500.00	.00	952.23	27.21	2,547.77
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	20.00	1,035.48	38.35	1,664.52
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	20,000.00	.00	.00	.00	20,000.00
01-05-4999	FIRE DEPT TRANSFERS OUT	.00	.00	.00	.00	.00
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	DIFFERENCE	79,910.47	1,583.86	18,209.08	22.79	61,701.39
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	PROOF	79,910.47	1,583.86	18,209.08	22.79	61,701.39
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-07-4101	PARKS SALARIES	19,640.00	147.61	420.99	2.14	19,219.01
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	.00	.00	1,008.49	.00	1,008.49-
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	11.30	32.22	2.14	1,470.24
01-07-4202	PARKS UTILITIES	18,000.00	903.00	9,910.96	55.06	8,089.04
01-07-4203	PARKS INSURANCE	3,000.00	.00	3,122.35	104.08	122.35-
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	122.75	10,794.04	107.94	794.04-
01-07-4209	PARKS EQUIP & MAINT	5,000.00	.00	136.68	2.73	4,863.32
01-07-4223	PARK TREE PROGRAM	.00	.00	.00	.00	.00
01-07-4230	PARKS SALES TAX/LODGING	400.00	.00	577.21	144.30	177.21-
01-07-4240	PARKS REIM/REFUNDS	.00	.00	.00	.00	.00
01-07-4250	PARKS SUPPLIES & EQUIP	12,000.00	288.77	985.20	8.21	11,014.80
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	.00	.00	.00	.00	.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
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	DIFFERENCE	70,042.46	1,473.43	26,988.14	38.53	43,054.32
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	PROOF	70,042.46	1,473.43	26,988.14	38.53	43,054.32
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-09-4105	SR CENTER WORKMEN COMP	.00	.00	.00	.00	.00
01-09-4202	SR CENTER UTILITIES	8,750.00	722.09	4,146.64	47.39	4,603.36
01-09-4203	SR CENTER INSURANCE	3,800.00	435.00-	3,418.50	89.96	381.50
01-09-4206	SR CENTER SERVICES	2,500.00	190.00	1,230.00	49.20	1,270.00
01-09-4208	SR CENTER BLDG & GROUNDS	5,500.00	.00	202.26	3.68	5,297.74
01-09-4209	SR CENTER EQUIP & MAINT	2,000.00	323.82	469.82	23.49	1,530.18
01-09-4250	SR CENTER SUPPLIES/MATER	300.00	.00	129.03	43.01	170.97
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
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	DIFFERENCE	31,850.00	800.91	14,596.25	45.83	17,253.75
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	PROOF	31,850.00	800.91	14,596.25	45.83	17,253.75
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-51-4101	LIBRARY SALARIES	61,819.92	5,208.48	30,544.96	49.41	31,274.96
01-51-4102	LIBRARY HEALTH INSURANCE	9,736.28	1,761.50	5,650.25	58.03	4,086.03
01-51-4103	LIBRARY LIFE INSURANCE	480.00	20.95	125.70	26.19	354.30
01-51-4104	LIBRARY PENSION PLAN	3,046.95	.00	624.36	20.49	2,422.59
01-51-4105	LIBRARY WORKMEN COMP	.00	.00	10.28	.00	10.28
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	4,729.23	387.53	2,269.93	48.00	2,459.30
01-51-4201	LIBRARY LEGAL	.00	.00	.00	.00	.00
01-51-4202	LIBRARY UTILITIES	8,700.00	776.27	3,996.70	45.94	4,703.30
01-51-4203	LIBRARY INSURANCE	3,250.00	.00	2,800.00	86.15	450.00
01-51-4204	LIBRARY MEMBERSHIPS/SUB	500.00	.00	467.10	93.42	32.90
01-51-4205	LIBRARY MEETING EXPENSES	400.00	.00	87.72	21.93	312.28
01-51-4206	LIBRARY SERVICES	6,000.00	382.00	3,206.84	53.45	2,793.16
01-51-4208	LIBRARY BLDG & GROUNDS	1,500.00	1,021.17	2,370.55	158.04	870.55
01-51-4209	LIBRARY EQUIP & MAINT	4,120.00	.00	1,459.45	35.42	2,660.55
01-51-4228	LIBRARY BOOKS/AVS	14,000.00	439.42	6,358.43	45.42	7,641.57
01-51-4230	LIBRARY SALES TAX	50.00	.00	59.71	119.42	9.71
01-51-4240	LIBRARY REIM/REFUNDS	.00	.00	.00	.00	.00
01-51-4250	LIBRARY SUPPLIES/MATERIALS	6,000.00	340.90	2,177.87	36.30	3,822.13
01-51-4299	LIBRARY MISC EXPENSES	500.00	.00	54.17	10.83	445.83
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
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	DIFFERENCE	130,832.38	10,338.22	62,264.02	47.59	68,568.36
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	PROOF	130,832.38	10,338.22	62,264.02	47.59	68,568.36
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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	.00	.00	1,687.60	.00	1,687.60
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	15,000.00	443.91	6,930.79	46.21	8,069.21
01-52-4203	SWIM POOL INSURANCE	4,000.00	.00	2,035.76	50.89	1,964.24
01-52-4206	SWIM POOL SERVICES	1,000.00	.00	.00	.00	1,000.00
01-52-4208	SWIM POOL BLDG & GROUNDS	2,500.00	.00	80.85	3.23	2,419.15
01-52-4209	SWIM POOL EQUIP & MAINT	13,000.00	.00	3,916.69	30.13	9,083.31
01-52-4230	SWIM POOL SALES TAX	2,250.00	.00	666.39	29.62	1,583.61
01-52-4240	SWIM POOL REIM/REFUNDS	.00	.00	.00	.00	.00
01-52-4250	SWIM POOL SUPPLIES/MATER	8,500.00	.00	28.80	.34	8,471.20
01-52-4299	SWIM POOL MISC EXPENSES	250.00	.00	80.00	32.00	170.00
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	102,145.30	443.91	15,426.88	15.10	86,718.42
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	PROOF	102,145.30	443.91	15,426.88	15.10	86,718.42
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
03-00-4101	STREET SALARIES	115,698.12	9,429.73	58,274.70	50.37	57,423.42
03-00-4102	STREET HEALTH INSURANCE	17,358.56	3,002.32	11,508.56	66.30	5,850.00
03-00-4103	STREET LIFE INSURANCE	600.00	43.84	222.62	37.10	377.38
03-00-4104	STREET PENSION PLAN	7,000.00	.00	1,388.04	19.83	5,611.96
03-00-4105	STREET WORKMEN COMP	9,500.00	.00	8,921.58	93.91	578.42
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	8,850.91	690.06	4,253.73	48.06	4,597.18
03-00-4201	STREET LEGAL EXPENSES	.00	.00	.00	.00	.00
03-00-4202	STREET UTILITIES	8,500.00	1,128.94	5,017.71	59.03	3,482.29
03-00-4203	STREET INSURANCE	8,500.00	.00	7,287.74	85.74	1,212.26
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	.00	4,122.10	95.86	177.90
03-00-4208	STREET BLDG & GR MAINT	500.00	.00	19.86	3.97	480.14
03-00-4219	STREET ROAD MAINT BY OTHER	.00	.00	.00	.00	.00
03-00-4220	STREET SNOW REMOVAL OTH	3,000.00	.00	15.00	.50	2,985.00
03-00-4230	STREET SALES TAX	.00	.00	.00	.00	.00
03-00-4231	STREET ROAD EQUIP PARTS	10,000.00	242.87	10,802.58	108.03	802.58-
03-00-4232	STREET ROAD EQUIP LABOR	3,000.00	.00	799.15	26.64	2,200.85
03-00-4233	STREET FREIGHT & EXPRESS	75.00	.00	25.49	33.99	49.51
03-00-4234	STREET OTHER EQUIP REPAIRS	.00	.00	.00	.00	.00
03-00-4240	STREET REIM/REFUNDS	200.00	5.53	46.15	23.08	153.85
03-00-4250	STREET SUPPLIES	.00	.00	21.38	.00	21.38-
03-00-4251	STREET POSTAGE	.00	.00	.00	.00	.00
03-00-4252	STREET OFFICE SUPPLIES	.00	.00	5.06	.00	5.06-
03-00-4254	STREET CLEANING SUPPLIES	.00	.00	.00	.00	.00
03-00-4256	STREET CHEMICAL SUPPLIES	2,500.00	.00	.00	.00	2,500.00
03-00-4257	STREET MEDICAL SUPPLIES	.00	.00	.00	.00	.00
03-00-4258	STREET SHOP SUPPLIES	1,200.00	25.56	395.60	32.97	804.40
03-00-4259	STREET SHOP TOOLS	800.00	.00	47.56	5.95	752.44
03-00-4260	STREET SMALL TOOLS	.00	.00	.00	.00	.00
03-00-4265	STREET PLUMBING SUPPLIES	.00	.00	.00	.00	.00
03-00-4271	STREET GASOLINE	22,000.00	2,163.48	9,675.44	43.98	12,324.56
03-00-4272	STREET OIL/GREASE/ETC	750.00	33.64	143.65	19.15	606.35
03-00-4273	STREET TIRES & TIRE REPAIR	3,000.00	80.00	582.90	19.43	2,417.10
03-00-4274	STREET ASPHALTIC MATERIALS	10,000.00	.00	5,040.79	50.41	4,959.21
03-00-4275	STREET GRAVEL & BORROW	6,000.00	.00	1,067.97	17.80	4,932.03
03-00-4276	STREET SNOW/SAFETY FENCE	.00	.00	12.99	.00	12.99-
03-00-4277	STREET CONCRETE	10,000.00	.00	1,224.88	12.25	8,775.12
03-00-4278	STREET CULVERTS	500.00	.00	.00	.00	500.00
03-00-4279	STREET STEEL PRODUCTS	150.00	.00	317.00	211.33	167.00-
03-00-4280	STREET LUMBER	100.00	.00	.00	.00	100.00
03-00-4283	STREET SIGNS	500.00	.00	198.00	39.60	302.00
03-00-4284	STREET SIGN POSTS	200.00	.00	349.42	174.71	149.42-
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	.00	61.95	17.70	288.05

CITY OF AUBURN  
BUDGET REPORT  
CALENDAR 3/2012, FISCAL 6/2011

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	3,000.00	50.00	3,000.00
03-00-4299	STREET MISC SUPPLIES & MAT	700.00	.00	87.22	12.46	612.78
03-00-4300	STREET CAPITAL IMPROVE.	.00	.00	5,060.00	.00	5,060.00-
03-00-4400	STREET CAPITAL OUTLAYS	.00	.00	.00	.00	.00
03-00-4500	STREET DEBT SERV PRINC	30,897.77	.00	.00	.00	30,897.77
03-00-4600	STREET DEBT SERV INTEREST	6,892.43	.00	2,600.00	37.72	4,292.43
03-00-4700	STREET BOND/WARRANTS	.00	.00	.00	.00	.00
03-00-4999	STREET TRANSFERS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	301,272.79	17,345.97	142,596.82	47.33	158,675.97
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	301,272.79	17,345.97	142,596.82	47.33	158,675.97
		=====	=====	=====	=====	=====

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
04-00-4206	STREET IMPROVEMENT SERVICES	200.00	.00	45.00	22.50	155.00
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	105,000.00	.00	.00	.00	105,000.00
04-00-4600	ST IMPROVE DEBT SERV INTEREST	46,432.50	.00	23,216.25	50.00	23,216.25
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	151,632.50	.00	23,261.25	15.34	128,371.25
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	151,632.50	.00	23,261.25	15.34	128,371.25
		=====	=====	=====	=====	=====

BUDGET REPORT  
CALENDAR 3/2012, FISCAL 6/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
10-20-4221	KENO PLAYER RESERVE PRIZE	90,000.00	.00	.00	.00	90,000.00
10-20-4299	KENO PLAYER RESERVE MISC	.00	.00	.00	.00	.00
10-20-4999	KENO PLAYER RESERVE TRAN	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	90,000.00	.00	.00	.00	90,000.00
		=====	=====	=====	=====	=====
	PROOF	90,000.00	.00	.00	.00	90,000.00
		=====	=====	=====	=====	=====

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
10-30-4210	KENO ADMIN/OFFICE/LEGAL	.00	100.00	100.00	.00	100.00-
10-30-4211	KENO COMM BETTER AUDIT	.00	.00	.00	.00	.00
10-30-4212	KENO COMM BETTER STATE TA	4,000.00	.00	800.00	20.00	3,200.00
10-30-4216	KENO COMM BETTER PROJECT	27,500.00	33,000.00	33,000.00	120.00	5,500.00-
10-30-4299	KENO COMM BETTER MISC	.00	.00	.00	.00	.00
10-30-4999	KENO COMM BETTER TRANS O	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	31,500.00	33,100.00	33,900.00	107.62	2,400.00-
		=====	=====	=====	=====	=====
	PROOF	31,500.00	33,100.00	33,900.00	107.62	2,400.00-
		=====	=====	=====	=====	=====

CITY OF AUBURN  
BUDGET REPORT  
CALENDAR 3/2012, FISCAL 6/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
30-00-4246	CDBG ADMIN	17,000.00	1,733.67	23,252.66	136.78	6,252.66-
30-00-4299	CDBG MISC EXPENSES	.00	.00	425.50	.00	425.50-
30-00-4800	CDBG PROJECT EXPENSES	358,000.00	3,549.75	28,753.67	8.03	329,246.33
30-00-4999	CDBG TRANSFERS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	375,000.00	5,283.42	52,431.83	13.98	322,568.17
		=====	=====	=====	=====	=====
	PROOF	375,000.00	5,283.42	52,431.83	13.98	322,568.17
		=====	=====	=====	=====	=====

CITY OF AUBURN  
BUDGET REPORT  
CALENDAR 3/2012, FISCAL 6/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
30-14-4246	CDBG REUSE ED SENDD	8,000.00	.00	1,745.80	21.82	6,254.20
30-14-4299	CDBG REUSE ED MISC EXPENSES	.00	.00	.00	.00	.00
30-14-4800	CDBG REUSE ED	2,000.00	.00	.00	.00	2,000.00
30-14-4999	CDBG REUSE ED TRANS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	10,000.00	.00	1,745.80	17.46	8,254.20
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	10,000.00	.00	1,745.80	17.46	8,254.20
		=====	=====	=====	=====	=====

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
30-15-4246	CDBG REUSE HD SENDD	.00	.00	.00	.00	.00
30-15-4299	CDBG REUSE HD MISC EXP	100.00	.00	.00	.00	100.00
30-15-4800	CDBG REUSE HD HOUSING PRO	14,900.00	1,999.00	1,999.00	13.42	12,901.00
30-15-4999	CDBG REUSE TRANSFERS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	15,000.00	1,999.00	1,999.00	13.33	13,001.00
		=====	=====	=====	=====	=====
	PROOF	15,000.00	1,999.00	1,999.00	13.33	13,001.00
		=====	=====	=====	=====	=====





Section 1. That Chapter \_\_\_\_\_, Article \_\_\_\_\_, Section \_\_\_\_\_, of the Municipal Code of \_\_\_\_\_, Nebraska read as follows:

**LOTTERY; SALES OUTLET LOCATIONS; APPROVAL REQUIRED; QUALIFICATION STANDARDS.**

(A) The lottery operator with whom the Governing Body contracts to conduct its lottery shall not operate the lottery at a sales outlet location other than the location of the lottery operator without prior approval of the sales outlet location by the Governing Body. The Governing Body shall approve or disapprove each sales outlet location and individual, sole proprietorship, partnership, limited liability company, or corporation which desires to conduct the lottery at its sales outlet location solely on the basis of the qualification standards prescribed in Division (B) of this section.

(B) Any individual, sole proprietorship, partnership, limited liability company, or corporation which seeks to have its location approved as an authorized sales outlet location shall:

(1) Obtain a retail liquor license for consumption on the premises pursuant to Neb. Rev. Stat. Chapter 53, Article 1;

(2) Not have been convicted of, forfeited bond upon a charge of, or pleaded guilty or nolo contendere to any offense or crime, whether a felony or a misdemeanor, involving any gambling activity or fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level;

(3) Not have been convicted of, forfeited bond upon a charge of, or pleaded guilty or nolo contendere to any felony other than those described in Division (B)(2) within the 10 years preceding the filing of this application;

(4) Not have had a gaming license revoked or canceled under the Nebraska Bingo Act, the Nebraska County and City Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska Pickle Card Lottery Act;

(5) Be fit, willing, and able to properly provide the service proposed in conformance with all provisions and requirements of the Nebraska County and City Lottery Act and the rules and regulations adopted and promulgated pursuant to the Act.

(C) If the person seeking to have its location approved as an authorized sales outlet location is a partnership, limited liability company, or corporation, the qualification standards shall apply to every partner of such partnership, every member of such limited liability company, every officer of such corporation and every stockholder owning more than 10% of the stock of such corporation.

(D) The municipality shall notify the Department of Revenue of all approved lottery locations within 30 days of approval.

**Statutory reference:**

*Requirements for sales outlet locations, Neb. Rev. Stat. 9-642.01*

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Mayor

(Seal)

\_\_\_\_\_  
Clerk