

AGENDA FOR THE REGULAR MEETING OF
THE MAYOR AND CITY COUNCIL OF THE
CITY OF AUBURN, NEMAHA COUNTY,
NEBRASKA, TO BE HELD ON
JUNE 13, 2016

1. **PLEDGE OF ALLEGIANCE**
2. **ANNOUNCE** – “I am required by law to inform the public that a copy of the Open Meetings Act is posted on the North wall of these Chambers by the entrance door.”
3. **ROLL CALL**
4. **RECOGNITION OF VISITORS***
*The Mayor may fix the time allotted for each individual or topic. A five-minute limit will apply for each speaker, unless otherwise specified. Speakers are expected to address the Council when making presentations. Speakers who feel a need to give more information than can be presented in that time frame may submit written material for distribution to City Hall; such materials should be provided so they may be included in the Council meeting packets.

The Council may make and enforce reasonable rules and regulations regarding the conduct of persons attending its meetings and regarding their privilege to speak. The Council is not required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.
5. **APPROVAL OF MINUTES OF PREVIOUS MEETING(S).**
6. **APPROVAL OF FINANCIAL REPORT.**
7. **CLAIMS.**
8. **APPROVAL** for Attendance at Meeting(s).
9. **SET (Stronger Economies Together)** – Stephanie Fisher and Kim Beger with Auburn Development Council, a brief explanation of SET.
10. **REPORT/PRESENTATION** by JEO Consulting Group on meeting that was held on March 1 to Identify possible community projects/facilities. Form a committee.
11. **JEO (Evan) WEST WATER SYSTEM PROJECT** – Approve Plans and Specifications and authorize the Engineer to obtain Bids for the project.
12. **REQUEST** Keno funds for music at bandshell in Legion Park. .
13. **RESOLUTION** – DTR Projects – Recommendation from DTR Committee.
14. **LARKIN AQUATICS** – Proposal for Design and Engineering Services – Spray ground and fountain.
15. **CONSIDERATION/ACTION** on Easement with T. and A. Hector, West Waterline Loop System/ Nonconforming use of the real estate.
16. **APPROVAL** of Sign Lease Agreements with property owners for signage on the North, West, East, and South entrances to town.

17. **ACTION on Resolution for Removal of Nuisance Properties** by City with cost Assessed to landowner and/or the real estate.
18. **ACTION ON RESOLUTION** to declare two residential properties as nuisance properties in immediate need of repair or removal: 1202 O Street and 1803 P Street.
19. **RV PARK/REC COMPLEX** - 14 day stay limit instead of 4 day limit.
20. **APPROVE Letter** requesting a turn lane on US Highway 136 west of Highway 75 intersection.
21. **RESOLUTION** – Signs at 6th & P Street – either a stop sign for East-West bound traffic, or pedestrian crossing signs or a speed bump.
22. **APPOINTMENTS/REAPPOINTMENTS** –
 - Municipal Tree Board
23. **REPORTS/RECOMMENDATIONS** - - From Dept. Heads.
 - a. Street Department
 - b. Fire Department
 - c. Library
 - d. Treasurer
 - e. Airport Report
24. **REPORTS/RECOMMENDATIONS** - - From Committees.
 - a. Street Committee
 - b. Keep Auburn Beautiful
 - c. Economic Development
 - d. Safety Committee
 - e. Building Committee
 - f. Legislative
 - g. Parks and Pool Committee
 - h. Other Committees & Reports
 - i. Holiday Light Committee
25. **ADJOURNMENT.**

POSSIBLE MOTION FORMAT 6-13-16

1. **PLEDGE OF ALLEGIANCE**

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

3. **ROLL CALL**

4. **RECOGNITION OF VISITORS***

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

POSSIBLE MOTION: I move to dispense with the reading of the May 9, 2016 meeting’s minutes and to approve the same as written

6. **APPROVAL OF FINANCIAL REPORT.**

POSSIBLE MOTION: I move to approve the financial report

7. **CLAIMS.**

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

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

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

9. **SET (Stronger Economies Together)** – Stephanie Fisher and Kim Beger with Auburn Development Council, a brief explanation of SET.

10. **REPORT/PRESENTATION** by JEO Consulting Group on meeting that was held on March 1 to Identify possible community projects/facilities. Form a committee.

11. **JEO (Evan) WEST WATER SYSTEM PROJECT** – Approve Plans and Specifications and authorize the Engineer to obtain Bids for the project.

POSSIBLE MOTION: I move to approve the plans and specifications for the west water system project and authorize the engineer to obtain bids for the project.

12. **REQUEST** Keno funds for music at bandshell in Legion Park. .

POSSIBLE MOTION: I move to allow the expenditure of keno funds in the amount of _____ for music at the bandshell in Legion Park

13. **RESOLUTION** – DTR Projects – Recommendation from DTR Committee.

POSSIBLE MOTION: I move to approve the use of Auburn 14 DTR-107 Downtown Revitalization Phase II grant funding as suggested by the Auburn Downtown Revitalization Review Committee by the passage and adoption of Resolution No. 17-16

14. **LARKIN AQUATICS** – Proposal for Design and Engineering Services – Spray ground and fountain.

15. **CONSIDERATION/ACTION** on Easement with T. and A. Hector, West Waterline Loop System/ Nonconforming use of the real estate.

POSSIBLE MOTION: I move to approve the easement agreement with Tony R. Hector and Amy J. Hector related to the West Waterline Loop System and nonconforming use of the real estate.

16. **APPROVAL** of Sign Lease Agreements with property owners for signage on the North, West, East, and South entrances to town.

POSSIBLE MOTION: I move to approve the sign lease agreement with Douglas E. Meyer authorized representative of Meyer-Earp Auto Center Inc.

POSSIBLE MOTION: I move to approve the sign lease agreement with Nemaha County Hospital.

POSSIBLE MOTION: I move to approve the sign lease agreement with Glen Joslyn Kelley, Barbara L. Harper, Kenneth E. Harper and S. Paulyne Kelley.

POSSIBLE MOTION: I move to approve the sign lease agreement with Richard M. Alden II.

17. **ACTION on Resolution for Removal of Nuisance Properties** by City with cost assessed to landowner and/or the real estate.

POSSIBLE MOTION: I move to approve Resolution No. 18-16 authorizing the removal and cleanup of nuisance properties with cost charged to the landowners and/or assessed to the real estate pursuant to Nebraska Statute and judicial order

18. **ACTION ON RESOLUTION** to declare two residential properties as nuisance properties in immediate need of repair or removal: 1202 O Street and 1803 P Street.

POSSIBLE MOTION: I move to approve Resolution No. 19-16 declaring certain residential real estate as a public nuisance and ordering nuisance abatement of said property by legal remedy

19. **RV PARK/REC COMPLEX** - 14 day stay limit instead of 4 day limit.

20. **APPROVE Letter** requesting a turn lane on US Highway 136 west of Highway 75 intersection.

POSSIBLE MOTION: I move to approve a letter to be sent to the Nebraska Department of Roads District Engineer requesting a turn lane on US Highway 136 west of the Highway 75 intersection

21. **RESOLUTION** – Signs at 6th & P Street – either a stop sign for East-West bound traffic, or pedestrian crossing signs or a speed bump.

22. **APPOINTMENTS/REAPPOINTMENTS –**
- Municipal Tree Board

POSSIBLE ACTION: Roll Call on the reappointments

23. **REPORTS/RECOMMENDATIONS - - From Dept. Heads.**
- a. Street Department
 - b. Fire Department
 - c. Library
 - d. Treasurer
 - e. Airport Report

24. **REPORTS/RECOMMENDATIONS - - From Committees.**
- a. Street Committee
 - b. Keep Auburn Beautiful
 - c. Economic Development
 - d. Safety Committee
 - e. Building Committee
 - f. Legislative
 - g. Parks and Pool Committee
 - h. Other Committees & Reports
 - i. Holiday Light Committee

25. **ADJOURNMENT.**

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

Auburn, Nebraska
May 9, 2016

AGENDA ITEM
NO 5

The Mayor and Council of the City of Auburn, Nemaha County, Nebraska, were called to meet at the City Hall at 1101 "J" Street on May 9, 2016, at 7:00 o'clock P.M., in Regular Meeting, open to the general public. Advance notice of said Regular Meeting, the designated method of giving notice including the agenda for said meeting, or the availability thereof having been posted at the west front door of the City Hall, at the east door of the Nemaha County Courthouse and in the Auburn State Bank, and having been transmitted to all members of the City Council, all done on or before May 6, 2016. 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: Shawn Clark, Tom Clark, Janssen, and Jeanneret. Absent: Billings and Erickson.

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

Council Member Janssen moved to dispense with the reading of the April 11, 2016 meeting's minutes and to approve the same as written. The foregoing motion was seconded by Council Member Tom Clark and upon roll call vote, the following Council Members voted "YEA": Shawn Clark, Tom Clark, Janssen, and Jeanneret. The following voted "NAY": No one. Motion: Carried.

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

The following claims were presented before the Council for ratification: AFLAC., Wh-73.80; American Recycling & Sanitation, Se-373.50; Auburn State Bank (Spangler Fire Company), Equip-55,000.00; BCom Solutions LLC, Se-525.00; Black Hills Energy, Ut-401.47; Blue Cross-Blue Shield, Ins-4,007.97; Board of Public Works, Ut-4,484.29; BSN Sports, Su-631.74; City of Auburn, Reim from Community Redevelopment Authority-30,360.00; Five Nines Technology Group, Se-10.00; Heiman Inc., Equip-81,705.00; Linda Bantz, Se-350.00; Mark Harms, Ex-500.00; NE Dept. of Revenue, Keno Tax-518.31; Nebraska Environmental Products, Equip-97,500.00; Nemaha County Se-26,333.34; Nemaha County District Court, Ex-82.00; Nemaha County Sheriff, Se-27.50; Region V-SENDS, Se-375.00; The Standard, Ins-324.91; Time Warner Cable, Se-547.18; Verizon Wireless, Se-52.88; Windstream, Se-69.89; Wex Bank, Su-688.63. The following claims (not previously approved by motion or resolution) were presented: Amazon, Bk-466.86; American Lawncare Inc., Se-1200.00; Angelo Ligouri, Reim-Ex-61.87; Arbor Manor, Ex-1,192.26; Auburn Memorial Library Petty Cash, Su-53.99; Auburn Newspapers, Se-351.31; Auburn Plumbing, Htg. & AC Inc., Se-Su-519.83; Baker & Taylor, Bk-417.20; Beard's Salvage Inc., Su-32.85; Board of Public Works, Su-363.23; Bohl Plumbing & Heating Inc., Su-107.40; Bradley Electric, Se-230.36; Bulldog Auto Parts, Su-68.77; Café Metro, Su-110.00; Concrete Industries Inc., Su-1,423.13; Cornhusker International, Su-193.20; Demco, Su-569.20; Dettmer Farm Service Inc., Su-205.00; Eakes Office Solutions, Su-532.58; Eggers Brothers Inc., Su-8.81; Filter Care, Se-9.00; First National Bank Omaha, Ex-Su-1,664.89; Five Nines Technology Group, Equip-684.04; Flower Country & Gifts, Su-32.95; Gale/Cengage Learning, Bk-180.98; Gilbert Services, Su-275.30; Grainger, Su-97.95; Heiman Fire Equip., Equip-1,795.00; ICC, Mem-135.00; Ingram, Bk-AV-51.17; Jay Von Bergen, Reim-1,970.70; JEO Consulting Group Inc., Se-18,020.00; Lynch's Hardware & Gifts, Su-537.05; Martin Marietta Materials, Su-4,545.65; Mellage Truck & Tractor Inc., Se-Ex-1,627.72; Menards, Su-167.72; Mid Con Systems Inc., Su-1,544.11; Mr. Landscape Nursery & Garden, Su-1,465.80; Nemaha County, Reim-1,156.75; Nemaha County Clerk, Fe-38.00; OCLC Inc., Sub-54.15; Card Services (Orscheln), Card Transactions-Su-1,083.98; Overdrive Inc., Bk-334.27; Pet Pick-ups, Su-325.87; Petty Cash, Su-Se-270.88; Pioneer Manufacturing Co., Su-1,275.00; Raymond's Electric, Se-1,465.44; Sack Lumber Co, Su-1,151.96; Sherry Heskett, Reim-416.82; Shopko Stores, Su-49.99; Southeast NE Development District, Se-112.78; Southeast Plumbing & Htg., Se-Equip-1,100.00; State Theater, Su-55.50; Stutheit Implement Co., Su-52.78; USPS, Su-141.00; Auburn Municipal Pool, Ex-175.00.

Abbreviations for this legal: AV-Audio Visual; Bk-Book; Contrib-Contribution; Equip-Equipment; Ex-Expense; Fe-Fee; Ins-Insurance; Inspect-Inspection; Int-Interest; Inv-Economic Development Investment; Lic-Licenses; Maint-Maintenance; Mem-Membership; Pen-Pension; Per-Periodical; Re-Repairs; Ref-Reference Materials; Reg-Registration; Reim-Reimbursement; Se-Service; Su-Supplies, Material & Parts; Sub-Subscription; UA-Uniform Allowance; Ut-Utilities; Wh-Withholding.

Council Member Janssen 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 Tom Clark and upon roll call vote, the following Council Members voted "YEA": Janssen, Jeanneret, Shawn Clark, and Tom Clark, The following voted "NAY": No one. Motion: Carried.

The City Clerk requested approval to attend the League of Nebraska Municipalities Accounting & Finance Conference June 15-17 in Kearney. Council Member Jeanneret moved to allow attendance at the conference as requested; Seconded by Council Member Janssen and upon roll call vote, the following Council Members voted "YEA": Janssen, Jeanneret, Shawn Clark, and Tom Clark, The following voted "NAY": No one. Motion: Carried.

Council Member Billings and Council Member Erickson arrived at the City Council Chambers at 7:04 p.m.

Patricia Voss, NRC Senior Resident Inspector, based at Cooper Nuclear Station shared information regarding the Nuclear Regulatory Commission and the Cooper Nuclear Station. The information regarding Cooper Nuclear Station was positive.

Public hearing was held on the Planning Commission's recommendation to approve Dettmer Farm Service Inc.'s request for a special use permit on the following legally described real estate, for the storage of equipment pursuant to conditions approved by the Planning Commission after Public Hearing on April 26, 2016:

That part of the Burlington Northern Railroad right of way running through Calvert Addition to the City of Auburn, in Section 28, T5N, R14E of the 6th PM, Nemaha County, Nebraska, described as follows:

Commencing at the quarter corner between Sections 21 and 28, T5N, R14E of the 6th PM, Nemaha County, Nebraska; thence South along the half section line running North and South through said Section 28, said half section also being the centerline of Q Street in Calvert Addition to the City of Auburn, a distance of 792.15 feet to the Place of Beginning on the North line of Burlington Northern Railroad right of way; thence South along said line a distance of 302.00 feet to the South line of Burlington northern right of way; thence deflecting right 83°31'16" or Northwesterly along said South line of Burlington Northern Railroad right of way a distance of 756.09 feet, thence deflecting 96°28'44" or North a distance of 301.96 feet to the North line of Burlington Northern Railroad right of way; thence deflecting right 83°26'50" or Southeasterly along the North line of Burlington Northern right of way a distance of 755.69 feet to the Place of Beginning on the North line of Burlington Northern Railroad right of way.

Information was placed on public record at the request of the City Attorney and the City Clerk confirmed on record that the public notices were published and the meeting notices had been posted. Public comment and questions were considered. After hearing all comments and questions, the public hearing was closed. Council Member Erickson moved to approve a special use permit within the AGR Agricultural Residential Zoning District to allow a special use exception requested by Dettmer Farm Services, Inc. for storage of unloaded anhydrous tanks and dry fertilizer spreaders from the months of May through September each year by the passage and adoption of Resolution No. 16-16. The foregoing motion was seconded by Council Member Tom Clark and upon roll call vote, the following Council Members voted "YEA": Jeanneret, Billings, Shawn Clark, Tom Clark, Erickson, and Janssen. The following voted "NAY": No one. Motion: Carried. A true and correct copy of said resolution is as follows:

RESOLUTION NO. 16 -16
Of
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION FOR THE CITY OF AUBURN, NEBRASKA, FOR A SPECIAL USE PERMIT WITHIN THE AGR AGRICULTURAL RESIDENTIAL ZONING DISTRICT TO ALLOW A SPECIAL USE EXCEPTION REQUESTED BY DETTMER FARM SERVICES, INC. FOR STORAGE OF UNLOADED ANHYDROUS TANKS AND DRY FERTILIZER SPREADERS FROM THE MONTHS OF MAY THROUGH SEPTEMBER EACH YEAR.

WHEREAS, pursuant to Neb. Rev. Stat. § 19-901 the City Council has the authority to regulate zoning, consistent with the comprehensive plan for the purpose of promoting health, safety, morals, or the general welfare of the community;

WHEREAS, pursuant to City Code Sections §§ 152.160 to 152.162, the City Council has the authority to authorize by special permit after public hearing special exception uses or conditional use permits upon real estate within its jurisdiction;

WHEREAS, The City of Auburn, NE, City Code of Ordinances require the City Council to approve Special Use Permits after public hearing before the Planning and Zoning Commission and the City Council;

WHEREAS, The City Council and City Planning and Zoning Commission have reviewed the application for special use exception submitted by Dettmer Farm Service, Inc. for compliance with the City Comprehensive Plan and the City Code of Ordinances Zoning Regulations on the property legally described as:

That part of the Burlington Northern Railroad right of way running through Calvert Addition to the City of Auburn, in Section 28, T5N, R14E of the 6th PM, Nemaha County, Nebraska, described as follows:

Commencing at the quarter corner between Sections 21 and 28, T5N, R14E of the 6th PM, Nemaha County, Nebraska; thence South along the half section line running North and South through said Section 28, said half section also being the centerline of Q Street in Calvert Addition to the City of Auburn, a distance of 792.15 feet to the Place of Beginning on the North line of Burlington Northern Railroad right of way; thence South along said line a distance of 302.00 feet to the South line of Burlington northern right of way; thence deflecting right 83°31'16" or Northwesterly along said South line of Burlington Northern Railroad right of way a distance of 756.09 feet; thence deflecting 96°28'44" or North a distance of 301.96 feet to the North line of Burlington Northern Railroad right of way; thence deflecting right 83°26'50" or Southeasterly along the North line of Burlington Northern right of way a distance of 755.69 feet to the Place of Beginning on the North line of Burlington Northern Railroad right of way.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF AUBURN, NEMAHA COUNTY, NE. that this Council makes the following findings of fact and determinations:

1. A public hearing regarding the request for a special use exception on the above identified real estate zoned as AGR Agricultural Residential filed by Dettmer Farm Service, Inc., was held before the City of Auburn Planning and Zoning Commission on November 24, 2015 and April 26, 2016, and further, the Planning and Zoning Commission gave their recommendation to the City Council to approve the special use permit subject to restrictions as stated herein.

2. On May 9, 2016, a public hearing regarding Dettmer's request for a special use exception was held by this Council.

3. Notice of the Public Hearings described above were published as least once in the ten (10) day period immediately prior to each respective public hearing as required by Neb Statute and City Code. Proof of publication has been filed in the City Clerk's Office.

4. The Planning and Zoning Commission has made a recommendation as identified within the April 26, 2016 Minutes of the Planning and Zoning Commission, which is included herein with attachments and exhibits from public hearings, marked and identified as Exhibit "A".

5. That Dettmer Farm Service, Inc's application is consistent with City Code requirements within Code Sections 152.160 PURPOSE, 152.161 PROCEDURE, and 152.162 STANDARDS.

6. That Dettmer Farm Service, Inc's request is consistent with the City's intention of special use exceptions for real estate zoned AGR Agricultural Residential and does not harm the health, safety, morals or the general welfare of the community.

7. That Dettmer Farm Service, Inc's request with restrictions established by the Planning and Zoning Commission complies with Minimum Area Regulations identified within City Code § 152.031.

8. That real estate zoned AGR Agricultural Residential may be used for business purposes as requested herein, so long as the same conforms with the City Comprehensive Plan and does not harm the health, safety, morals or the general welfare of the community.

9. The Special Use Permit Application does comply with the City of Auburn, NE., Comprehensive Development Plan and the City of Auburn, NE. Code of Zoning Regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT this Council in light of the above recited findings of fact, after due deliberation and consideration, approves the Special Use Permit for a storage facility on the above described property by Dettmer Farm Service, Inc. for storage of unloaded anhydrous ammonia travel tanks and dry fertilizer spreaders only, from the months of May through September annually, with the following conditions: (a) there shall be a 100 ft. restriction along the west boundary of the property ("S" St.), (b) access to and from the storage area to load and unload stored spreaders and tanks shall be from the east side only or "Q" Street, and (c) requirement of additional "NO TRESPASSING" signs being posted at the entrances to the property.

The report prepared by JEO Consulting Group on the meeting that was held on March 1 to identify possible community projects/facilities will be presented at the city council meeting in June.

Following review, Council Member Billings moved to accept the signage design presented by Nebraska Sign and Nichols Masonry in the total amount of \$45,400. The foregoing motion was seconded by Council Member Shawn Clark and upon roll call vote, the following Council Members voted "YEA": Billings, Shawn Clark, Tom Clark, Erickson, Janssen, and Jeanneret. The following voted "NAY": No one. Motion: Carried.

Council Member Tom Clark moved to authorize the mayor/clerk to start advertising for bids for the splash pad project after the City has received approval from the Nebraska Health and Human Services. The foregoing motion was seconded by Council Member Janssen and upon roll call vote, the following Council Members voted "YEA": Shawn Clark, Tom Clark, Janssen, Jeanneret, and Billings. The following voted "NAY": Erickson. Motion: Carried.

Council Member Janssen moved to approve the request by the American Legion Club 23 for a Special Designated Liquor License on June 18, 2016 for a Dance/Reception at the Nemaha County Fairgrounds Ag Bldg. at 816 I Street. The foregoing motion was seconded by Council Member Tom Clark and upon roll call vote, the following Council Members voted "YEA": Tom Clark, Erickson, Janssen, Jeanneret, Billings, and Shawn Clark. The following voted "NAY": No one. Motion: Carried.

Council Member Erickson moved to approve the request by Rachelle R. Emshoff/Hickory Road BBQ & Catering Co. for a Special Designated Liquor License on June 11, 2016 for a Reception at the Fairgrounds Open Air Building and Commercial Building (4-H Building on Nemaha County Fairgrounds) at 816 I Street. The foregoing motion was seconded by Council Member Janssen and upon roll call vote, the following Council Members voted "YEA": Erickson, Janssen, Jeanneret, Billings, Shawn Clark and Tom Clark. The following voted "NAY": No one. Motion: Carried.

Council Member Janssen moved to approve the request by Southside Saloon LLC for a Special Designated Liquor License on June 25, 2016 for a fund raiser/beer garden at 1417 19th Street. The foregoing motion was seconded by Council Member Tom Clark and upon roll call vote, the following Council Members voted "YEA": Janssen, Jeanneret, Billings, Shawn Clark, Tom Clark, and Erickson. The following voted "NAY": No one. Motion: Carried.

Council Member Janssen moved to approve the request by C & T Inc./Arbor Manor Steakhouse & Lounge for a Special Designated Liquor License on August 12, 2016 for a Fund Raiser/Beer Garden/Dance at the Fairgrounds Open Air Building at 816 I Street. The foregoing motion was seconded by Council Member Tom Clark and upon roll call vote, the following Council Members voted "YEA": Jeanneret, Billings, Shawn Clark, Tom Clark, Erickson, and Janssen. The following voted "NAY": No one. Motion: Carried.

Council Member Erickson moved to accept the bid from Nichols Masonry to remove the City owned building at 1918 "O" Street to recover building materials. The foregoing motion was seconded by Council Member Billings and upon roll call vote, the following Council Members voted "YEA": Billings, Shawn Clark, Tom Clark, Erickson, Janssen, and Jeanneret. The following voted "NAY": No one. Motion: Carried.

The Mayor reported that there would be no action on a bid for purchase of the old Carsmart Property located at 1004 14th Street by the City.

Following discussion and comment, Council Member Billings moved to approve Resolution No. 13-16 declaring certain residential real estate as a public nuisance and ordering nuisance abatement of said property by legal remedy. The foregoing motion was seconded by Council Member Janssen and upon roll call vote, the following Council Members voted "YEA": Shawn Clark, Tom Clark, Erickson, Janssen, Jeanneret, and Billings. The following voted "NAY": No one. Motion: Carried. A true and correct copy of said resolution is as follows:

RESOLUTION NO. 13-16
Of
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION OF THE CITY DECLARING CERTAIN RESIDENTIAL REAL ESTATE AS A PUBLIC NUISANCE AND ORDERING NUISANCE ABATEMENT OF SAID PROPERTY BY LEGAL REMEDY.

WHEREAS, the City of Auburn, NE, has identified certain abandon, dilapidated and poorly maintained real estate within Auburn, NE, as attached hereto and incorporated herein by this reference within Exhibits "A" - "J", as unsightly, in a present state of disrepair, offensive to the senses and injuries to the comfort, health, repose and/or safety of the residence of the City and tends to depreciate the value of the property of others;

WHEREAS, the City through legal counsel shall serve upon title owners written notice of the current poor, dilapidated, unsafe and unkept condition of their real estate and make demand that the property be rehabilitated, clean/cleared or demolished;

WHEREAS, the City shall serve written notice on the following properties, identified by street address:

- (1) 2010 "P" Street, Auburn, NE, (one-story house);
- (2) 2500 "P" Street, Auburn NE, (two-story house);
- (3) 2315 "O" Street, Auburn, NE, (one-story house and garage);
- (4) 2301 "O" Street, Auburn, NE, (just garage);
- (5) 2123 "N" Street, Auburn, NE, (two-story house);
- (6) 900 10th Street, Auburn, NE, (two-story house);
- (7) 910 10th Street, Auburn, NE, (one-story house);
- (8) 722 10th Street, Auburn, NE, (one and 1/2 story house);
- (9) 600 10th Street, Auburn, NE, (garage/shop and surrounding yard area);
- (10) 1100 13th Street, Auburn, NE, (two-story house).

WHEREAS, the real estate, yards and structures thereon are a health and safety hazards to the public and community and must be demolished and/or cleaned/cleared in a safe manner;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Auburn, Nemaha County, Nebraska, that the above ten (10) properties, including yards, structure(s) and surroundings are so unsightly and in disrepair as to interfere with comfortable enjoyment of life and property of others, and/or tend to depreciate the value of the property of others and are declared a nuisance.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Auburn, Nemaha County, Nebraska, that the dilapidated and unsightly structures, yards and surroundings and/or real estate listed above shall be demolished, cleaned/cleared and/or removed by the owners or by the City of Auburn, NE. by appropriate legal remedy;

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Auburn, Nemaha County, Nebraska, that the City Attorney is directed to proceed with nuisance abatement through the Nemaha County District Court, seeking removal of dilapidated structures and clean-up of the above listed properties with cost to be paid by the property owners.

Council Member Billings moved to approve Resolution No. 14-16 authorizing and approving a grant of \$10,000 to Andy and Amy Behrends for the purpose of infill housing on a vacant residential lot where a dilapidated structure was removed, within the city limits. The foregoing motion was seconded by Council Member Jeff Jeanneret and upon roll call vote, the following Council Members voted "YEA": Tom Clark, Erickson, Janssen, Jeanneret, Billings, and Shawn Clark. The following voted "NAY": No one. Motion: Carried. A true and correct copy of said resolution is as follows:

RESOLUTION NO.14-16
Of
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION AUTHORIZING AND APPROVING A GRANT OF \$10,000.00 TO ANDY L. AND AMY A. BEHREND FOR THE PURPOSE OF INFILL HOUSING ON A VACANT RESIDENTIAL LOT WHERE A DILAPIDATED STRUCTURE WAS REMOVED, WITHIN THE CITY LIMITS OF AUBURN, NEMAHA COUNTY, NEBRASKA.

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

WHEREAS, Andy and Amy Behrends presented a request/proposal for lot infill with a existing single family dwelling to be moved and relocated to an existing residential vacant lot(s) within City limits in which a previous dilapidated residential structure was removed. Said proposal is attached hereto, marked as Exhibit "A" and incorporated herein by this reference;

WHEREAS, on or about Tuesday, May 3, 2016, Keep Auburn Beautiful (KAB), at committee meeting, after consideration of the Exhibit "A" and discussion, passed motion to recommend a grant of up to \$10,000.00 to develop a vacant lot within City limits as requested within Exhibit "A", pursuant to the infill housing grant requirements;

WHEREAS, it is the understanding by and between the City and Andy L. and Amy A. Behrends, that the proposed infill housing project shall be completed within one (1) year of approval of this Resolution on a residential lot(s) within the City limits in which a previously dilapidated structure/residence was located;

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

Andy and Amy Behrends for the purpose of completing their proposed infill housing plan as attached hereto in Exhibit "A".

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Auburn, Nemaha County, Nebraska, that the award of \$10,000.00 shall be granted as follows: Pursuant to City inspection, \$5,000.00 at the time of purchase of lot(s) or transfer of the proposed residence to lot(s) within City limits, and the remaining \$5,000.00 upon final completion of the proposed plan within Exhibit "A", attached hereto.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Auburn, Nemaha County, Nebraska, that this grant of \$10,000.00, and each portion thereof, is subject to full and complete performance of Andy and Amy Behrends proposal, herein attached as Exhibit "A", and shall be inspected and approved by the City or its representative upon 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.

Council Member Erickson moved that the City call Various Purpose Bonds, Series 2009, dated June 16, 2009 in the principal amount of \$205,000 for payment by the passage and adoption of Resolution No. 15-16. The foregoing motion was seconded by Council Member Billings and upon roll call vote, the following Council Members voted "YEA": Erickson, Janssen, Jeanneret, Billings, Shawn Clark, and Tom Clark. The following voted "NAY": No one. Motion: Carried. A true and correct copy of said resolution is as follows:

RESOLUTION NO. 15-16

BE IT RESOLVED AND ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF AUBURN, NEBRASKA, as follows:

Section 1. That the following bonds, in accordance with their option provisions, are hereby called for payment on June 15, 2016, after which date interest on the bonds will cease:

Various Purpose Bonds, dated June 16, 2009, in the principal amount of \$205,000, numbered as they are shown on the books and records of the Paying Agent and Registrar, maturing in the principal amount and bearing CUSIP numbers as follows:

<u>Principal Amount</u>	<u>Maturity Date</u>	<u>CUSIP No.</u>
\$55,000	June 15, 2022	050483 DA1
75,000	June 15, 2023	050483 DB9
75,000	June 15, 2024	050483 DC7

Section 2. These bonds are to be paid at the office of the City Treasurer in Auburn, Nebraska, as Paying Agent and Registrar.

Section 3. A true copy of this Resolution shall be filed by the City Clerk with the Paying Agent at least thirty (30) days prior to call date and the Paying Agent is hereby irrevocably instructed to take appropriate action to mail notice to the registered owner at least thirty (30) days prior to the call date.

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

The following committees provided reports: Street, Economic Development, Safety, and Parks and Pool. A written financial report was provided by the Auburn Community Redevelopment Authority. Nemaha County Sheriff Brent Lotman provided a written report of law enforcement activity within the City of Auburn for April 2016.

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

Mayor Kudrna declared the meeting adjourned.

Scott Kudrna, Mayor

ATTEST:

Sherry Heskett, City Clerk

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

I, the undersigned, City Clerk for the City of Auburn, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on May 9, 2016; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

Sherry Heskett, City Clerk

City Council Proceedings
May 9, 2016

The Mayor and Council of the City of Auburn, Nemaha County, Nebraska, were called to meet at the City Hall at 1101 "J" Street on May 9, 2016, 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: Shawn Clark, Tom Clark, Janssen, and Jeanneret. Absent: Billings and Erickson.

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

Council approved the April 11, 2016 meeting's minutes as written.

The City Council approved the financial report.

The following claims were presented before the Council for ratification: AFLAC., Wh-73.80; American Recycling & Sanitation, Se-373.50; Auburn State Bank (Spangler Fire Company), Equip-55,000.00; BCom Solutions LLC, Se-525.00; Black Hills Energy, Ut-401.47; Blue Cross-Blue Shield, Ins-4,007.97; Board of Public Works, Ut-4,484.29; BSN Sports, Su-631.74; City of Auburn, Reim from Community Redevelopment Authority-30,360.00; Five Nines Technology Group, Se-10.00; Heiman Inc., Equip-81,705.00; Linda Bantz, Se-350.00; Mark Harms, Ex-500.00; NE Dept. of Revenue, Keno Tax-518.31; Nebraska Environmental Products, Equip-97,500.00; Nemaha County Se-26,333.34; Nemaha County District Court, Ex-82.00; Nemaha County Sheriff, Se-27.50; Region V-SENDS, Se-375.00; The Standard, Ins-324.91; Time Warner Cable, Se-547.18; Verizon Wireless, Se-52.88; Windstream, Se-69.89; Wex Bank, Su-688.63. The following claims (not previously approved by motion or resolution) were presented: Amazon, Bk-466.86; American Lawncare Inc., Se-1200.00; Angelo Ligouri, Reim-Ex-61.87; Arbor Manor, Ex-1,192.26; Auburn Memorial Library Petty Cash, Su-53.99; Auburn Newspapers, Se-351.31; Auburn Plumbing, Htg. & AC Inc., Se-Su-519.83; Baker & Taylor, Bk-417.20; Beard's Salvage Inc., Su-32.85; Board of Public Works, Su-363.23; Bohl Plumbing & Heating Inc., Su-107.40; Bradley Electric, Se-230.36; Bulldog Auto Parts, Su-68.77; Café Metro, Su-110.00; Concrete Industries Inc., Su-1,423.13; Cornhusker International, Su-193.20; Demco, Su-569.20; Dettmer Farm Service Inc., Su-205.00; Eakes Office Solutions, Su-532.58; Eggers Brothers Inc., Su-8.81; Filter Care, Se-9.00; First National Bank Omaha, Ex-Su-1,664.89; Five Nines Technology Group, Equip-684.04; Flower Country & Gifts, Su-32.95; Gale/Cengage Learning, Bk-180.98; Gilbert Services, Su-275.30; Grainger, Su-97.95; Heiman Fire Equip., Equip-1,795.00; ICC, Mem-135.00; Ingram, Bk-AV-51.17; Jay Von Bergen, Reim-1,970.70; JEO Consulting Group Inc., Se-18,020.00; Lynch's Hardware & Gifts, Su-537.05; Martin Marietta Materials, Su-4,545.65; Mellage Truck & Tractor Inc., Se-Ex-1,627.72; Menards, Su-167.72; Mid Con Systems Inc., Su-1,544.11; Mr. Landscape Nursery & Garden, Su-1,465.80; Nemaha County, Reim-1,156.75; Nemaha County Clerk, Fe-38.00; OCLC Inc., Sub-54.15; Card Services (Orscheln), Card Transactions-Su-1,083.98; Overdrive Inc., Bk-334.27; Pet Pick-ups, Su-325.87; Petty Cash, Su-Se-270.88; Pioneer Manufacturing Co., Su-1,275.00; Raymond's Electric, Se-1,465.44; Sack Lumber Co, Su-1,151.96; Sherry Heskett, Reim-416.82; Shopko Stores, Su-49.99; Southeast NE Development District, Se-112.78; Southeast Plumbing & Htg., Se-Equip-1,100.00; State Theater, Su-55.50; Stutheit Implement Co., Su-52.78; USPS, Su-141.00; Auburn Municipal Pool, Ex-175.00.

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.

Approval was given for the City Clerk to attend the League of Nebraska Municipalities Accounting & Finance Conference June 15-17 in Kearney.

Council Member Billings and Council Member Erickson arrived at the City Council Chambers at 7:04 p.m.

Patricia Voss, NRC Senior Resident Inspector, based at Cooper Nuclear Station shared information regarding the Nuclear Regulatory Commission and the Cooper Nuclear Station. The information regarding Cooper Nuclear Station was positive.

Public hearing was held on the Planning Commission's recommendation to approve Dettmer Farm Service Inc.'s request for a special use permit on the following legally described real estate, for the storage of equipment pursuant to conditions approved by the Planning Commission after Public Hearing on April 26, 2016:

That part of the Burlington Northern Railroad right of way running through Calvert Addition to the City of Auburn, in Section 28, T5N, R14E of the 6th PM, Nemaha County, Nebraska, described as follows:

Commencing at the quarter corner between Sections 21 and 28, T5N, R14E of the 6th PM, Nemaha County, Nebraska; thence South along the half section line running North and South through said Section 28, said half section also being the centerline of Q Street in Calvert Addition to the City of Auburn, a distance of 792.15 feet to the Place of Beginning on the North line of Burlington Northern Railroad right of way; thence South along said line a distance of 302.00 feet to the South line of Burlington northern right of way; thence deflecting right 83°31'16" or Northwesterly along said South line of Burlington Northern Railroad right of way a distance of 756.09 feet; thence deflecting 96°28'44" or North a distance of 301.96 feet to the North line of Burlington Northern Railroad right of way; thence deflecting right 83°26'50" or Southeasterly along the North line of Burlington Northern right of way a distance of 755.69 feet to the Place of Beginning on the North line of Burlington Northern Railroad right of way.

Information was placed on public record and public comment and questions were considered. After hearing all comments and questions, the public hearing was closed. Resolution No. 16-16 for a special use permit within the AGR Agricultural Residential Zoning District to allow a special use exception requested by Dettmer Farm Services, Inc. for storage of unloaded anhydrous tanks and dry fertilizer spreaders from the months of May through September each year was approved.

The report prepared by JEO Consulting Group on the meeting that was held on March 1 to identify possible community projects/facilities will be presented at the city council meeting in June.

The signage design presented by Nebraska Sign and Nichols Masonry in the total amount of \$45,400 was approved.

With five Council Members (Shawn Clark, Tom Clark, Janssen, Jeanneret, and Billings voting in favor and one Council Member (Erickson) voting in opposition, the mayor/clerk were given authorization to start advertising for bids for the splash pad project after the City has received approval from the Nebraska Health and Human Services.

The request by the American Legion Club 23 for a Special Designated Liquor License on June 18, 2016 for a Dance/Reception at the Nemaha County Fairgrounds Ag Bldg. at 816 I Street was approved.

The request by Rachele R. Emshoff/Hickory Road BBQ & Catering Co. for a Special Designated Liquor License on June 11, 2016 for a Reception at the Fairgrounds Open Air Building and Commercial Building (4-H Building on Nemaha County Fairgrounds) at 816 I Street was approved.

The request by Southside Saloon LLC for a Special Designated Liquor License on June 25, 2016 for a fund raiser/beer garden at 1417 19th Street was approved.

May 9, 2016

Page 3

The request by C & T Inc./Arbor Manor Steakhouse & Lounge for a Special Designated Liquor License on August 12, 2016 for a Fund Raiser/Beer Garden/Dance at the Fairgrounds Open Air Building at 816 I Street was approved.

The City Council accepted the bid from Nichols Masonry to remove the City owned building at 1918 "O" Street to recover building materials.

The Mayor reported that there would be no action on a bid for purchase of the old Carsmart Property located at 1004 14th Street by the City.

Resolution No. 13-16 declaring certain residential real estate as a public nuisance and ordering nuisance abatement of said property by legal remedy was approved.

Resolution No. 14-16 authorizing and approving a grant of \$10,000 to Andy and Amy Behrends for the purpose of infill housing on a vacant residential lot where a dilapidated structure was removed, within the city limits was approved.

The City called Various Purpose Bonds, Series 2009, dated June 16, 2009 in the principal amount of \$205,000 for payment by the passage and adoption of Resolution No. 15-16.

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

The following committees provided reports: Street, Economic Development, Safety, and Parks and Pool. A written financial report was provided by the Auburn Community Redevelopment Authority. Nemaha County Sheriff Brent Lottman provided a written report of law enforcement activity within the City of Auburn for April 2016.

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

Sherry Heskett
City Clerk

J. Scott Kudrna
Mayor

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

AGENDA ITEM
 NO 6

ACCOUNT TITLE	LAST REPORT ON HAND	RECEIVED	OISBURSED	BALANCE
GENERAL CHECKING	707,517.41	246,191.07	117,513.94	836,194.54
STREET CHECKING	105,063.97	32,282.97	136,675.47	671.47
STREET BOND/WARRANT CHECKING	90,729.66	31,639.61		122,369.27
TOTAL CHECKING:	903,311.04	310,113.65	254,189.41	959,235.28
TOTAL NSF A/R	.00	.00	.00	.00
TOTAL FIRE DEPT SINKING	74,340.53	.00	.00	74,340.53
TOTAL KENO OPER CHECKING:	.00	.00	.00	.00
TOTAL KENO RESERVE MMA:	29,781.92	5.02	418.25	29,368.69
TOTAL KENO CHECKING	62,355.82	704.16	.00	63,059.98
TOTAL CDBG CHECKING	7,786.46	112.78	112.78	7,786.46
TOTAL CDBG EO MMA:	42,182.60	7.13	112.78	42,076.95
TOTAL CDBG OTR REUSE	42,067.90	960.92	.00	43,028.82
TOTAL CDBG HO SAVINGS:	53,731.20	715.27	.00	54,446.47
TOTAL CRA CHECKING	899,733.67	64,314.04	.00	964,047.71
TOTAL CITY REC CHECKING	70,611.68	.00	.00	70,611.68
GENERAL CO #23810 FNB	75,000.00			75,000.00
GENERAL CO #24089 FNB	75,000.00			75,000.00
GENERAL CO #23926 ASB	50,000.00			50,000.00
GENERAL CO #23927 ASB	50,000.00			50,000.00
GENERAL CO #23928 ASB	50,000.00			50,000.00
GENERAL CO #23925 ASB	50,000.00			50,000.00
TOTAL C.O.'S:	350,000.00	.00	.00	350,000.00
TOTAL CASH ON HAND:	2,535,902.82	376,932.97	254,833.22	2,658,002.57

AGENDA ITEM NO. 7

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

Sherry Heskett

VENDOR NAME

REFERENCE

AGENDA ITEM
 NO 7

 ACCOUNTS PAYABLE CLAIMS

GENERAL FUNO

AMERICAN RECYCLING SANITATION	GARBAGE SERVICE/RECYCLING	335.00
BCom Solutions, LLC	BACKUP, BRANDING, MARKETING	525.00
BLUE CROSS-BLUE SHIELD	HEALTH INSURANCE	1,831.85
BOARD OF PUBLIC WORKS	ELEC	820.25
FIVE NINES TECHNOLOGY GROUP	EMAIL PROTECTION	10.00
NEBRASKA SIGN	OEPOSIT SIGNAGE	12,250.00
OTOE COUNTY SHERIFF	PERSONAL SERVICE BALLUE	25.00
REGION V-SENDS	CUSTODIAL SERVICE	135.00
TIME WARNER CABLE	PHONE	311.50

=====
 16,243.60

POLICE DEPARTMENT

NEMAHA COUNTY	LAW/CODE ENFORCEMENT	26,333.34
---------------	----------------------	-----------

POLICE DEPARTMENT

=====
 26,333.34

FIRE DEPARTMENT

BLACK HILLS ENERGY	GAS BILL	129.83
BOARD OF PUBLIC WORKS	ELEC	152.73
REGION V-SENDS	CLEANING SERVICE	50.00
TIME WARNER CABLE	PHONE	99.34
WEX BANK	FUEL EXPENSE	66.23

=====
 498.13

FIRE DEPARTMENT

PARK DEPARTMENT

BOARD OF PUBLIC WORKS	ELEC	1,226.43
REGION V-SENDS	CLEANING SERVICE LEGION PARK	310.00
TIME WARNER CABLE	PHONE ACCT	41.91
WEX BANK	FUEL EXPENSE	122.90

=====
 1,701.24

PARK DEPARTMENT

SR. CENTER DEPARTMENT

BLACK HILLS ENERGY	GAS BILL	49.32
BOARD OF PUBLIC WORKS	ELEC	412.56
REGION V-SENDS	CUSTODIAL SERVICE	190.00

=====
 651.88

SR. CENTER DEPARTMENT

LIBRARY DEPARTMENT

VENDOR NAME	REFERENCE	VENDOR TOTAL
BLUE CROSS-BLUE SHIELD	HEALTH INSURANCE	490.70
BOARD OF PUBLIC WORKS	ELEC	407.24
LINDA BANTZ	CUSTODIAL SERVICES	350.00
WINOSTREAM NEBRASKA INC	PHONE	71.21
		=====
	LIBRARY DEPARTMENT	1,319.15
	POOL DEPARTMENT	
BLACK HILLS ENERGY	GAS BILL	22.03
BOARD OF PUBLIC WORKS	ELEC	198.33
FALLS CITY RECREATION	WSI TRAINING	1,410.00
HANNAH WYNN	REIM SUPPLIES FOR POOL	558.26
TIME WARNER CABLE	PHONE	41.91
		=====
	POOL DEPARTMENT	2,230.53
	GENERAL FUNDO	48,977.87
		=====
	STREET FUNDO	
AUBURN STATE BANK	HIGH ALLOC BOND	116,973.75
BLACK HILLS ENERGY	GAS BILL	27.18
BLUE CROSS-BLUE SHIELD	HEALTH INSURANCE	1,685.42
BOARD OF PUBLIC WORKS	ELEC	455.88
MARK HARMS	LAND USE	500.00
TIME WARNER CABLE	PHONE	41.91
WEX BANK	FUEL EXPENSE	499.50
		=====
		120,183.64
	STREET FUNDO	120,183.64
		=====
**** PAID TOTAL ****		169,161.51
***** REPORT TOTAL *****		169,161.51
		=====

VENDOR NAME REFERENCE

AGENDA ITEM
 NO 7

 ACCOUNTS PAYABLE CLAIMS

GENERAL FUND

AMAZON	BOOKS	98.80
AUBURN NEWSPAPERS	PUBLISHING MINUTES, NOTICES	342.18
AUBURN PLUMBING,HTG & AC INC.	PLUMBING SERVICE	159.80
BDARD OF PUBLIC WORKS	ANNUAL BACKFLOW TESTING	85.00
EAKES OFFICE SOLUTIONS	SUPPLIES	731.01
ICS	PHONES/SERVICE	447.00
JEO CONSULTING GROUP INC.	SERVICES FACILITIES PLAN	10,045.00
MEYER LABORATORY INC	SUPPLIES	91.83
NEMAHA COUNTY SHERIFF	REIM IMPOUNDMENT FEE	20.00
PETTY CASH	PETTY CASH POSTAGE	129.99
RAMADA INN	LODGING	158.00
SHAFFER & STEVENS PC	HISTORIC PRESERVATION	500.00
SHERRY HESKETT	REIM MILEAGE	287.50
TDNY HECTOR	REIMBURSEMENT	35.00
XEROX CORPORATION	COPIER BASE CHARGE	1,017.67
		<u>14,148.78</u>

FIRE DEPARTMENT

BOARD OF PUBLIC WORKS	MAINTENANCE SUPPLIES/SERVICES	201.57
BOARDERS INN & SUITES	LODGING	654.00
D & D COMMUNICATIONS	EQUIPMENT MAINTENANCE	105.00
EGGERS BROTHERS INC	PARTS	171.94
GILBERT SERVICES	TIRES	481.59
HEIMAN FIRE EQUIPMENT	BUNKER GEAR	1,871.95
		<u>3,486.05</u>

PARK DEPARTMENT

AMERICAN LAWNCARE INC.	LAWNCARE TREATMENT	1,200.00
BDARD OF PUBLIC WORKS	ANNUAL BACKFLOW TESTING	255.00
BULLDOG AUTO SUPPLY INC	OIL	78.84
MENAROS	SUPPLIES FOR CLEANING	146.38
CARD SERVICES	SUPPLIES MULCH	121.28
PETTY CASH	PETTY CASH PARTS	1.39
SACK LUMBER COMPANY	SUPPLIES	46.88
STUTHEIT IMPLEMENT CO.	PARTS	6.22
		<u>1,855.99</u>

SR. CENTER DEPARTMENT

AUBURN PLUMBING,HTG & AC INC.	HVAC-WALK IN FREEZER	359.67
LYNCH'S HARDWARE & GIFTS	SUPPLIES	2.49

VENDOR NAME	REFERENCE	VENDOR TOTAL
	SR. CENTER DEPARTMENT	362.16
	LIBRARY DEPARTMENT	
AMAZON	BOOKS/AVS	526.77
AUBURN MEM. LIBRARY PETTY CASH	POSTAGE ILL	84.85
AUBURN NEWSPAPERS	PUBLISHING	89.70
BAKER & TAYLOR	BOOKS	433.21
EAKES OFFICE SOLUTIONS	SUPPLIES	482.16
GALE/CENGAGE LEARNING	BOOKS	38.92
KCL LANDSCAPES	GROUNDS MAINTENANCE	45.00
NOVELTY INC	MISC SUPPLIES	104.09
LYNCH'S HARDWARE & GIFTS	MAINTENANCE SUPPLIES BULBS	155.88
OCLC INC	ILL SUBSCRIPTION	54.15
ORIENTAL TRADING CO. INC.	SUPPLIES	52.67
OVERDRIVE, INC.	BOOKS/AVS	379.99
RHODE ISLAND NOVELTY	SUPPLIES	280.33
	LIBRARY DEPARTMENT	2,727.72
	POOL DEPARTMENT	
ACCO	SUPPLIES/MAINTENANCE	3,588.92
AMCON	MINI INN SUPPLIES	2,816.80
AUBURN NEWSPAPERS	PUBLISHING POOL-PASSES, HOURS	693.45
AUBURN PLUMBING, HTG & AC INC.	HVAC/PLUMBING SERVICE	65.00
BOARD OF PUBLIC WORKS	MAINTENANCE SUPPLIES/SERVICES	211.53
BOHL PLUMBING & HEATING INC.	MAINTENANCE	6.76
BULLDOG AUTO SUPPLY INC	MAINTENANCE SUPPLIES	10.00
CHESTERMAN COMPANY	CONCESSION SUPPLIES	667.68
DARNELL GLASS CO.	DOORS	2,950.00
FIRST NATIONAL BANK OMAHA	SWIMTEAM	2,369.08
GLENN'S CORNER MARKET	SUPPLIES	14.70
JEO CONSULTING GROUP INC.	ENGINEERING SERVICES SPLASHPAD	1,815.00
LYNCH'S HARDWARE & GIFTS	MAINTENANCE SUPPLIES	197.07
MCKINSIE REEVES	TRAINING	330.00
CARD SERVICES	MAINTENANCE SUPPLIES	7.98
PETTY CASH	PETTY CASH PARTS/SUPPLIES	65.51
SACK LUMBER COMPANY	SUPPLIES	9.00
SHOPKO STORES OPERATING	SUPPLIES	211.72
	POOL DEPARTMENT	16,030.20
	GENERAL FUND	38,610.90
	STREET FUND	
ASPHALT & CONCRETE MATERIALS C	POT HOLE FILLER	711.51
BEARD'S SALVAGE INC.	STEEL	7.50
BULLDOG AUTO SUPPLY INC	PARTS	316.84

VENDOR NAME	REFERENCE	VENDOR TOTAL
CONCRETE INDUSTRIES INC.	CONCRETE	435.75
DIAMOND VOGEL	TRAFFIC PAINT	823.26
LOGAN CONTRACTORS SUPPLY INC	SUPPLIES	193.99
MARTIN MARIETTA MATERIALS	RDCK CHIPS FOR SEAL COATING	6,189.35
MENARDS	SUPPLIES POT HOLE PATCH	55.04
MICHAEL TODO & CO. INC.	PARTS	436.14
NEBRASKA ENVIRONMENTAL PRODUCT	PARTS LESS CREDIT	199.31
CARD SERVICES	PARTS	26.44
PETTY CASH	PETTY CASH TITLE	17.50
SACK LUMBER COMPANY	SUPPLIES	24.57
TOPKOTE	SEAL COATING PROJECT	51,777.76
		<u>61,214.96</u>
	STREET FUND	<u>61,214.96</u>
**** PAID TOTAL ****		99,825.86
***** REPORT TOTAL *****		<u>99,825.86</u>

**Agenda Item No. 11 – JEO (Evan) WEST WATER SYTEM
PROJECT**

Plans and Specifications are available at city hall for viewing



The Bandshell at Legion Park
2016 Summer Season

AGENDA ITEM
NO 12

**June 11th Jared's Super Blues Party featuring Honeyboy
Turner,**

and special guest the Auburn Community Band

June 18th Vintage movies and old cartoons

June 25th The McGovern String Band with special guest

3 After

Midnight

**July 9th The Andy Pappas Band with special guest Ash
Sharp**

July 16th Rocky Horror Picture Show

**July 23rd The Last Minute Band with special guest Brian
McDonald**

**August 13th Curtis Wayne Stroud with special guest Nick
"the Stick" Pratt**

**August 20th The original 1930's film Reefer Madness and
vintage cartoons**

**August 27th The Hayseed Cowboys. Special guest Billy
Sapphire**

September 10th Ragged Bird special guest TBA

September 24th Blacktop Road, special guest TBA

**Alcohol will be allowed at the shows but you must bring
your own. Mixes and munchies sold on location**

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

SUGGESTED ACTIONS OF REVITALIZATION REVIEW COMMITTEE:

Project	Location	DTR Funds	Grant	Loan	Match	Note
1	1221 J Street	\$ 4,905.00	\$ 4,905.00	\$ -	\$ 4,995.00	Category 1 - 100% Grant
2	1213 J Street	\$ 11,512.50	\$ 11,512.50	\$ -	\$ 11,537.50	Category 1 - 100% Grant
3	1213 J Street	\$ 3,892.50	\$ 3,892.50	\$ -	\$ 3,307.50	Category 1 - 100% Grant
4	920 Central Ave	\$ 42,979.43	\$ 32,234.57	\$ 10,744.86	\$ 23,402.10	Category 2 - 75% Grant/25% Loan
5	909 Central Ave	\$ 6,472.50	\$ 4,854.38	\$ 1,618.13	\$ 6,752.50	Category 2 - 75% Grant/25% Loan
6	1407 19th Street	\$ 3,600.00	\$ 2,700.00	\$ 900.00	\$ 2,400.00	Category 2 - 75% Grant/25% Loan
7	1215 J Street	\$ 18,663.34	\$ 13,997.51	\$ 4,665.84	\$ 11,421.11	Category 2 - 75% Grant/25% Loan
8	1401 19th Street	\$ 2,880.00	\$ 2,160.00	\$ 720.00	\$ 1,920.00	Category 2 - 75% Grant/25% Loan
9	1405 19th Street	\$ 4,200.00	\$ 3,150.00	\$ 1,050.00	\$ 1,400.00	Category 2 - 75% Grant/25% Loan
10	918 Central Ave	\$ 19,143.75	\$ 14,357.81	\$ 4,785.94	\$ 6,381.25	Category 2 - 75% Grant/25% Loan
11	1222 J Street	\$ 2,280.00	\$ 1,140.00	\$ 1,140.00	\$ 1,520.00	Category 3 - 50% Grant/50% Loan
12	1118 J Street	\$ 8,985.00	\$ 4,492.50	\$ 4,492.50	\$ 10,115.00	Category 3 - 50% Grant/50% Loan
13	1118 J Street	\$ 10,192.50	\$ 5,096.25	\$ 5,096.25	\$ 8,107.50	Category 3 - 50% Grant/50% Loan
14	901 Central Ave	\$ 55,755.52	\$ 27,877.76	\$ 27,877.76	\$ 32,785.26	Category 3 - 50% Grant/50% Loan
15	1210 K Street	\$ 4,138.05	\$ 2,069.03	\$ 2,069.03	\$ 4,821.20	Category 3 - 50% Grant/50% Loan
16	1015 Central Ave	\$ 12,082.50	\$ 6,041.25	\$ 6,041.25	\$ 8,617.50	Category 3 - 50% Grant/50% Loan
17	1012 Central Ave	\$ 1,944.00	\$ 1,944.00	\$ -	\$ 1,296.00	Less Than \$2,000 - 100% Grant
18	2002 O Street	\$ 3,600.00	\$ 1,800.00	\$ 1,800.00	\$ 1,200.00	Category 3 - 50% Grant/50% Loan
19	826 Central Ave	\$ 1,890.00	\$ 1,890.00	\$ -	\$ 1,260.00	Less Than \$2,000 - 100% Grant
20	817 Central Ave	\$ 13,347.60	\$ 6,673.80	\$ 6,673.80	\$ 8,898.40	Category 3 - 50% Grant/50% Loan
21	1417 19th Street	\$ 9,956.25	\$ 4,978.13	\$ 4,978.13	\$ 4,718.75	Category 3 - 50% Grant/50% Loan
22	910 Central Ave	\$ 4,650.00	\$ 2,325.00	\$ 2,325.00	\$ 7,750.00	Category 3 - 50% Grant/50% Loan
23	1108 J Street	\$ 9,112.50	\$ 4,556.25	\$ 4,556.25	\$ 6,062.50	Category 3 - 50% Grant/50% Loan
24	1115 J Street	\$ 11,563.50	\$ 5,781.75	\$ 5,781.75	\$ 3,854.50	Category 3 - 50% Grant/50% Loan
25	822 Central Ave	\$ 6,885.36	\$ 3,442.68	\$ 3,442.68	\$ 4,590.24	Category 3 - 50% Grant/50% Loan
26	1017 Central Ave	\$ 33,641.65	\$ 16,820.83	\$ 16,820.83	\$ 16,003.85	Category 3 - 50% Grant/50% Loan
27	1992 O Street	\$ 13,087.50	\$ 6,543.75	\$ 6,543.75	\$ 4,362.50	Category 3 - 50% Grant/50% Loan
TOTAL		\$ 321,360.95	\$ 197,237.23	\$ 124,123.72	\$ 199,480.16	

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 \$197,237.23 and total loaned amount of \$124,123.72 to the Round #1 applicants (27 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. **This approval is also contingent upon receipt of all environmental and historic preservation clearances.**

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 13th day of June, 2016

CITY OF AUBURN, NEBRASKA

ATTEST:

Scott Kudrna, Mayor

Sherry Heskett, City Clerk



9200 Ward Parkway, Ste. 200
Kansas City, Missouri 64114
[P] 816.361.0440
[F] 816.361.0045
LRA-Inc.com

May 16, 2016

Honorable Scott Kudrna
Mayor
City Hall
1101 J Street
Auburn, NE 68305

**Re: Proposal for Design and Engineering Services
Spray ground and Fountain**

Dear Mayor Kudrna,

Larkin Aquatics is pleased to provide this fee proposal for design and engineering services for the proposed spray ground and fountain the community of Auburn. Our understanding of the proposed projects are as follows:

PROJECT UNDERSTANDING

- A spray ground is proposed to be constructed at your recreation complex. The proposed location is near the parking lot and sand volleyball courts. It is intended to be a pass-through system. That is, the sprays will be fed by City water and the pad will drain to the storm sewer. The intent is to use spray elements manufactured by Vortex International so that the units can be interchanged with those elements currently planned for your spray ground at your swimming pool. The goal is to have the spray ground complete for Spring 2017.
- A fountain is proposed for the town center (square) at the Court House. Although there is one particular site under consideration, there are a couple possible locations that may be considered during the schematic design process. This fountain is conceptualized in The Auburn Plan, a master planning effort completed in 2005. The Auburn Plan is a useful starting point for designing the fountain, but there are opportunities to modify the original concept. The goal is to initiate schematic design as soon as possible and work toward a timely completion of this project.
- In addition, the existing pool heater at your City pool is in need of replacement. You wish to replace this heater prior to the beginning of the 2017 season.

PROJECT TEAM

Our project team will consist of professionals from the Larkin Aquatics office in Kansas City and from the office of Lamp Rynearson & Associates, our parent company headquartered in Omaha.

Our project team includes the following team members:

- Andrew D. Smith, P.E, Project Manager: Andy will be your primary point of contact and will be responsible for scope, schedule, budget, and resource allocation for the project.
- Regan Pence, ASLA, Creative Director: Regan will oversee the concept and design development of the fountain and spray ground, working closely with staff designers.
- Kyle McCawley, P.E., Engineering Director: Kyle will oversee the engineering and construction document development.
- Matt Tinkham, RLS: Project Surveyor: Matt and his team will provide surveying, as necessary to support the project.

Resumes for these individuals are included in the enclosed Statement of Qualifications.

To address the project goals, we propose the following scope of services:

SCOPE OF SERVICES

1. Fountain and Spray Ground Schematic Design: Based on initial meetings with Mayor Kudrna and site tour, we will prepare a fountain schematic design (concept) for the City's consideration. Concepts will include a budgetary cost estimate.
2. Project Kick-off Meeting: Meet with the City staff to identify/review project goals, scope, budgets, and timelines. Specific items will include:
 - a. Spray ground
 - i. Review concept and budget
 - ii. Design goals: size, spray elements, water budget, finishes
 - iii. Engineering: water, drainage, power, controls
 - b. Fountain
 - i. Review concept and budget
 - ii. Site preferences
 - c. General
 - i. City's practices for procuring construction services and options
 - ii. City's standard construction contracting documents
3. Survey:
 - a. Spray ground:
 - i. Perform topographic survey for spray ground site, suitable for construction documents.
 - ii. No boundary survey is included in base scope of services.

- iii. Survey to include utilities information to be provided by City, including water, power, and storm drainage.
 - b. Fountain:
 - i. Survey for the fountain site will be conducted when the location and scope of project are better defined.
- 4. Schematic Design (SD) and Design Development (DD): Based on Client review and feedback, we will revise the schematic design for the spray ground and fountain.
 - a. Spray ground: The review/revision effort here is anticipated to be expedited to adhere to the project timeline. The deliverables will be plan view of the spray ground, supplemented with photographs and/or architectural elevations of specific features.
 - b. Fountain: This effort is anticipated to involve options and potentially site alternatives and, therefore, is expected to include more review and discussion with City staff, decision makers, and the general public.
 - i. The timeline, deliverables, and meeting schedules will be investigated further at the project kick-off meeting.
- 5. Construction Documents (CD):
 - a. Plans will be prepared in AutoCad format.
 - b. Spray ground:
 - i. Plan set will consist of:
 - 1. Civil site and utility plan and details, including water connection and drainage.
 - 2. Spray ground plans and details, showing concrete flatwork, spray features, piping, and manifold pit.
 - 3. Electrical/controls plan and details.
 - c. Pool Heater:
 - i. Construction documents will include removal and replacement plan and technical specification for pool heater.
 - d. Submittals and reviews:
 - i. Progress submittals will be provided at 50% and 95% for City review.
 - ii. Review meetings will be conducted, at City's discretion, to cover City comments and questions.
 - iii. Revisions based on comments received will be incorporated into the subsequent submittal.
 - iv. 100%, bid ready construction documents, sealed by a Nebraska licensed design professional, will be provided as a final deliverable, incorporating the City's standard construction contract (front-end) documents.

6. Permitting:

- a. Spray ground: the spray ground as currently planned is a pass-through system and does not require a construction permit from the Nebraska Department of Health and Human Services.
- b. Local: Codes review and local permits to be addressed by City at 50% and 95% reviews.
- c. Erosion and Sediment Control: Less than one acre of ground will be disturbed, so no permit is required. Contractor will still be responsible for controlling erosion on the site.
- d. Other environmental consideration, including but not limited to; FEMA permitting or hazardous waste issues, are not anticipated or included in the base scope of services.

7. Contractor Procurement Services:

- a. Further discussion is needed to define this process, but the base scope of services assumes the following:
 - i. Project will be publicly bid.
 - ii. Bid documents distribution and bidders list will be managed by a commercial plan house.
 - iii. Bids will be received and opened at City Hall.
- b. To support this effort, we will:
 - i. Prepare draft of bid advertisement for City's use.
 - ii. Coordinate with the plan house for reproduction, distribution, and plan set cost.
 - iii. Address questions and comments received by prospective bidders, and issue bid addenda, as required.
 - iv. Provide Engineer's Opinion of Probable Cost
 - v. At City's discretion, attend pre-bid meeting (if any) and bid opening.
 - vi. Review bids received and issue Engineer's recommendation of award.
 - vii. Coordinate with selected Contractor to produce conforming documents for City and Contractor execution. Issue notice to proceed.

8. Construction Administration (CA)

- a. Attend pre-construction meeting, hosted by Contractor.
- b. Review shop drawings and submittals.
- c. Review requests for interpretation (RFIs), clarifications, and requests for field change.
- d. Review material test reports.
- e. Attend progress meetings, as required (four progress meeting, in addition to pre-construction, substantial and final completion. Total of seven on-site meetings in all during construction).
- f. Review and certify Contractor's monthly progress pay requests.
- g. Conduct a punch-list review at substantial and final completion and issue certificates of completion.

9. Construction Observation (CO)

- a. A design professional will observe the site conditions and progress of the work to coincide with periodic progress meetings scheduled by the Contractor.
- b. Part-time or full-time construction observation services is recommended. Although not included in the base scope, these services can be provided by full-time dedicated construction observers from our Omaha office.

PROJECT SCHEDULE

We propose the following milestones to complete the projects within your desired timeframe

Approval of Contract:	June 13, 2016
Project Kick-off Meeting	June 16, 2016
Spray Ground	
Survey complete.....	June 30, 2016
Concept (SD/DD) complete.....	July 15, 2016
Bid-ready CD complete	August 20, 2016
Bids Received	September 25, 2016
Construction Contract Award	October 10, 2016
Substantial Completion.....	April 15, 2017
Final Completion/ Start-up	May 15, 2017
Fountain	
SD/DD/Public Involvement Complete	est. October 1, 2016
Bid-ready CD complete	est. January 31, 2017
Construction Complete	est. August 1, 2017
Pool Heater	
Bid-ready CD complete	August 1, 2016
Bids Received	September 15, 2016
Construction Contract Award	October 10, 2016
Final Completion	May 1, 2017

PROPOSED FEE

We propose to perform the base scope of services on an hourly rate basis to a maximum fee. This will allow some flexibility for better defining our scope and effort for the fountain planning and design, as the project progresses. We will monitor closely this original base scope of services and the effort expended as the work progresses, and report to the City in a timely manner our projected costs to complete the work versus the maximum contracted fee.

We propose to complete the base scope of services on an hourly basis, using our standard billing rates, plus actual expenses to a maximum not-to-exceed cost of \$45,000.

SD - Schematic Design
DD - Design Development
CD - construction Document
CA - construction administration
CO - construction observation

The approximate breakdown of fees is:

Fountain SD/DD	(allowance) \$5,000
Spray ground SD/DD (n/inc. trips)	\$3,500
Spray ground CD/Bidding (n/inc. trips)	\$16,000
Pool Heater CD/Bidding (n/inc. trips)	\$4,000
Spray ground Survey	\$2,500
Spray ground/Pool Heater CA (n/inc. trips)	\$3,000
Site visits/on-site meetings (for spray ground/heater; 10 in all)	<u>\$11,000</u>
	\$45,000

Here are comments to specific tasks:

1. The initial concepts for the fountain and spray ground (to be provided before the project kick-off meeting) will be provided at no charge. If the City chooses to proceed, then charges will begin at the kick-off meeting.
2. The services associated with the spray ground and pool heater are adequately defined, barring any unforeseen conditions or change in scope of construction, the fees listed here are firm maximums.
3. CO services are recommended, but are not included in the proposed maximum fee.
4. The SD/DD process for the fountain is not well defined at this point. We have included an allowance of \$5,000 for this work in the proposed maximum fee.
5. The CD, survey, permitting, CA, and CO services for the fountain will be negotiated later. No costs for these services have been include in the proposed maximum fee.

W/ke

If you have any questions or comments, please do not hesitate to call. We look forward to working with you on this project.

Sincerely,



Andrew D. Smith, PE
Group Leader

LAMP RYNEARSON COMPANIES



Prepared by: Ligouri Law Office, P.O. Box 99, Auburn, NE.
Upon filing mail to: Auburn City Hall, 1101 "J" Street, Auburn, NE.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made the last date signed below, by **TONY R. HECTOR AND AMY J. HECTOR** (husband and wife), (hereinafter "**Grantor**") in favor of **The City of Auburn, Nebraska**, a Nebraska municipal corporation, having a mailing address of 1101 "J" Street, Auburn, NE. 68305 (hereinafter "**Grantee**").

WITNESSETH:

WHEREAS, **Grantor** is the owner of real property located in Nemaha County, Nebraska; and,

WHEREAS, **Grantee** request a non-exclusive perpetual easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of certain water facilities, including: water lines, water mains, pipes, service lines, tees, joints and appurtenances thereto (hereinafter "**Water Line Facilities**"), as well as, a non-exclusive perpetual easement for ingress and egress across **Grantor's** property (as set forth in Exhibit "A" attached hereto) in order to access and use the Easement as provided herein; and

WHEREAS, providing of Water Line Facilities to the Property constitute a public purpose; and

NOW, THEREFORE, in consideration of the public purposes stated herein, and the mutual covenants, terms, and condition and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated fully herein by this reference.

2. Grant of Easement. Grantor hereby voluntarily grants and conveys to Grantee subject to any previous and duly recorded easements or grants of record, a perpetual non-exclusive easement over, under, through, and across the real property described in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein by this reference (hereinafter "Water Line Easement"), including a perpetual non-exclusive grant and right of ingress and egress across the real property described in **Exhibit "A"**. Said easement shall be of the nature and character and to the extent hereinafter set forth.

3. Purpose of Water Line Easement. The Water Line Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the property within this Easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of certain water facilities, including: water lines, water mains, pipes, service lines, tees, joints and appurtenances thereto, as well as, maintaining at all times, reasonable access and ingress/egress to and from Its Water Line Facilities contained within this Easement.

4. Rights and Obligations of Grantee. To accomplish the purposes state above, and at Grantee's sole expense, the following rights are conveyed to Grantee by this Easement:

(a) the right for Grantee to construction, installation, repair, replacement, operation, connection to, disconnection from, maintain, inspect, alter, repair, rebuild, relocate, add to and/or remove the Water Line Facilities and related appurtenances within this Easement;

(b) all other rights and privileges reasonably and customarily necessary or convenient for Grantee's safe and efficient operation, maintenance, and/or repair of the Water Line Facilities; including convenient and reasonable access to such facilities; and,

(c) for the enjoyment and use of said easements for purposes described above.

In addition, Grantee agrees to and shall promptly restore, or cause to be restored; the surface and subsurface of the real property described herein to the condition said property was in prior to the performance of the any construction, reconstruction, replacement, removal, enlargement, operation, inspection,

maintenance, repair improvement, relocation or any other use or work contemplated by this Easement Agreement. Any such restoration shall be in a workman like manner and restored or replaces to a good functioning conditions as determined by the parties to this Easement. **Grantee** shall use its best efforts in its use of the easement area to not interfere with use by **Grantor**, its tenants, guests and invitees of adjacent property owned by the **Grantor**.

5. **Grantors Use of Easement.** Subject to and conditioned upon the provisions of Paragraph 3 of this Agreement, **Grantor** hereby reserves for itself the right to use the easement areas; provided, however, that **Grantor's** use may not (i) violate any provision of this Easement Agreement, or (ii) unreasonably interfere with any of **Grantee's** easements, rights or interest under this Agreement. Notwithstanding anything to the contrary contained herein, **Grantor** shall not have the right to relocate the Easement on **Grantor's** property.

6. **Grant of Nonconforming Use of Real Estate to Grantor.** Subject to and conditioned upon the provisions of Paragraph 3 of this Agreement, should **Grantor's** real estate be annexed or otherwise brought into City limits, **Grantee**, hereby reserves unto the **Grantors** a right of nonconforming use of their currently owned real estate for as long as it is continuously used for the care and housing of livestock limited to a total of 10 cows or horses; 20 sheep; or 30 chickens; or a lesser combination of the same. The **Grantor** acknowledges that should the continuous care and/or housing of livestock (as indicated herein) stop for a continuous period of time of 12 months or more, **Grantors** nonconforming use of the real estate as granted herein shall be abolished and terminated upon further notice by the City Council.

7. **Easement Runs with the Land.** This Easement shall remain a charge against the property within **Exhibit "A"** attached hereto. Therefore, this easement shall run with the land and be automatically assigned by any deed or other conveyance conveying the easement property, or a portion thereof, relating to this easement, even though the conveyance makes no reference to this easement as such.

8. **Recordation.** **Grantee** shall record this instrument in a timely fashion in the Official Records of Nemaha County, Nebraska and may re-record it at any time as may be required to preserve its rights in this Easement.

9. Sovereign Immunity. Nothing contained in this Agreement shall be construed as a waiver of the **Grantee's** right to sovereign immunity or other limitations imposed on the **Grantee's** potential liability under State and Federal law.

10. Indemnification. **Grantee** agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless **Grantor** from and against all claims, losses, damages, personal injuries (including but not limited death), or liability, arising from, out of, or caused by: **Grantee**, its officers, employees, agents, or contractors, negligent or intentional acts, errors, omissions in the operation, maintenance, construction, repair, or other use contemplated herein of the Water Line Facilities, except to the extent of negligence or wanton misconduct of the **Grantor**.

The indemnification provided above shall obligate the **Grantee** to defend at its own expense or to provided for such defense, at the option of the **Grantor**, as the case may be, or any and all claims of liability and all suits and actions of every name and description that may be brought against the **Grantor** which may result under this Agreement. In all events, the **Grantor** shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are not greater than a rate deemed reasonable in Nemaha County, Nebraska.

Grantor binds **Grantor** and **Grantor's** heirs, successors, and assign to warrant and defend the title to the Easement Property, subject to the permitted encumbrances, to the **Grantee** against every person whomsoever lawfully claiming or to claim the Easement Property or any party of the Easement Property when the claim is by, through, or under **Grantor**, but not otherwise.

11. Injunctive Relief. The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed that parties shall be entitled to seek injunctive relief, including mandatory injunctions.

12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Nebraska. Venue for all disputes shall be properly placed in Nemaha County, Nebraska. The parties agree that the Agreement was consummated in Auburn, Nemaha County, Nebraska, and the site of the easement is in Nemaha County, Nebraska.

13. **Notice.** All Notices, demands, requests, consents, approvals or other communications (collectively Notices) required or permitted to be given hereunder or which are given with respect to this Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTOR: Tony R. and Amy J. Hector, their successors or assigns at 63816 728 Rd, Auburn, NE. 68305.

TO GRANTEE: Auburn City Mayor at 1101 "J" St., Auburn, NE 68305 and Auburn Board of Public Works Manager at 1600 "O" St., Auburn, NE. 68305.

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Agreement. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

Except where the context otherwise requires, **Grantor** includes **Grantor's** heirs, successors, agents and assigns and **Grantee** includes **Grantee's** employees, agents, consultants, contractors, successors, and assigns; and where the context requires, singular nouns and pronouns include the plural.

14. **Modification.** This Easement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns heirs, or representatives hereto.

15. **Entire Agreement.** This Easement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Easement. The laws of the State of Nebraska shall govern this Easement.

IN WITNESS WHEREOF, **Grantor** and **Grantee** have set their respective hands on the day and year first below written:

GRANTOR:
Dated: _____

GRANTOR:
Dated: _____

Tony R. Hector

Amy J. Hector

STATE OF NEBRASKA)
) ss.
COUNTY OF NEMAHA)

I HEREBY certify that the foregoing instrument was acknowledged before me on this _____ day of June, 2016, by Tony R. Hector and Amy J. Hector, husband and wife, Grantor.

Notary Public

My commission expires: _____

-- The remainder of this page is intentionally blank --

PASSED and APPROVED, this 13th day of June, 2016, by the City Council of the City of Auburn, Nemaha County, Nebraska.

GRANTEE:

Dated: _____

Mayor, City of Auburn, NE.
A Municipal Corporation.

ATTEST:

Sherry Heskett, Auburn City Clk.

(SEAL)

-- The remainder of this page is intentionally blank --

Attachment "A" - Legal Description of Real Property.

A strip of land 20.0 feet in width, the West line of which is described as follows: beginning at the SW corner of the SE1/4 of the SW1/4 of the SW1/4 of Section 21, Township 5, Range 14; running thence North along the West line of said SE1/4 of the SW1/4 of the SW1/4 a distance of 405.00 feet; thence East 20.0 feet; thence South 405.00 feet to the south line of the SE1/4 of the SW1/4 of the SW1/4; thence West 20.0 feet to the Point of Beginning, all in Nemaha County, Nebraska.

-- The remainder of this page is intentionally blank --

THIS INSTRUMENT PREPARED BY: Angelo M. Ligouri, Esq. P.O. Box 99, Auburn, NE. 68305 (402)274-5484,
AND SHOULD BE RETURNED TO: City of Auburn, NE., 1101 "J" St., Auburn, NE 68305. (402)274-3420

SIGN EASEMENT AGREEMENT

THIS CITY WELCOME SIGN EASEMENT AGREEMENT is hereby made and executed as of this ___ day of _____, 2016, by DOUGLAS E. MEYER OF MEYER-EARP AUTO CENTER, INC., (the "Landowners"), whose address is 1100 "E" Street, Auburn, NE. 68305, and THE CITY OF AUBURN, NE, a municipal corporation organized and existing under the laws of the State of Nebraska (the "City"), whose address is Auburn City Hall 1101 "J" St., Auburn, NE. 68305.

WITNESSETH:

WHEREAS, the Landowners are record owners of fee simple title to that certain parcel of real property located in Auburn, Nemaha County, Nebraska, and more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, City has requested that the Landowners grant and convey to the City an easement over that portion of the Property described in Exhibit "B" attached hereto and incorporated herein (the "Sign Easement Area") for the purposes hereinafter set forth, and the Landowners have agreed to grant and convey such easement over the Sign Easement Area to the City.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. The Landowners do hereby grant and convey unto the City a non-exclusive easement over, upon, under and across the Sign Easement Area for purposes of construction, installation and maintenance of a monument Welcome to Auburn sign having dimensions of approximately 10 ft. (or less) depth by 20 ft. (or less) wide, with electric lighting if desired by the City, and for the installation, maintenance, repair and replacement of utility lines required to serve such sign, including, without limitation, electrical lines (the "Sign"). The Landowners do hereby grant and convey unto the City a non-exclusive easement over, on, upon,

under and across, the Sign Easement Area for purposes of maintenance, repair, replacement and lighting of the Sign.

2. Duration. The easement hereby granted and conveyed shall be perpetual in duration and, except as set forth herein, may not be changed, amended, modified, canceled or terminated except by an instrument in writing executed by the then owners of the Landowners Property and the City Property.

3. Incidental Rights. The easement hereby granted and conveyed includes the creation of all incidental rights reasonably necessary for the use and enjoyment of such easement for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, maintenance, use, electrical to and from, operation, repair and replacement of the Sign.

4. Property Taxes. The construction and installation of the Sign shall be at the sole cost and expense of the City, Its successors, assigns, designees or licensees. The maintenance, use, operation, repair and replacement of the Sign shall be at the sole cost and expense of the City, Its successors, assigns, designees or licensees. In the event personal property taxes for the Sign should be assessed to the Landowners, the Landowners shall immediately forward such tax bill to the City and City shall correct the same within thirty (30) days from receipt thereof. In the event the City fails to correct any such tax bill to the Landowners within said thirty (30) day period, the Landowners shall have the option at their sole discretion to pay such tax bill and receive immediate reimbursement for the cost thereof by the City.

5. Restoration of the Property. The City hereby agrees to promptly restore any damage to the Property which results from the exercise by the City of the rights hereunder.

6. Compliance with Laws; Indemnification. The City shall comply with all municipal, county, state, federal and other governmental requirements, laws and regulations in its installation, use, operation and maintenance of the Sign. The City agrees to indemnify, defend and save harmless the Landowners and their officers, elected and appointed officials, employees, agents, attorneys and representatives from any and all claims, causes of action, damages, fines, judgments, penalties, costs, liabilities, expenses or losses (including without limitation reasonable attorneys' fees and expenses of litigation) arising from or as a result of the City's installation, use, operation and maintenance of the Sign.

7. Miscellaneous. The easements, covenants, agreements and conditions contained or expressed herein shall run with the land and shall be binding upon and inure to the benefit of the City, the Landowners, their mortgagees, any purchaser at a foreclosure sale, and each of the successors and assigns of all of such parties.

IN WITNESS WHEREOF, the parties hereto have caused this City Welcome Sign Easement Agreement to be executed in manner and form sufficient to bind them effective as of the last of the dates set forth below.

PASSED and APPROVED, this ____ day of _____, 2016, by the City Council of the City of Auburn, Nemaha County, Nebraska.

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

ATTEST:

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

(Seal)

BY THE LANDOWNERS:

DATED the ____ day of _____, 2016.

Douglas E. Meyer, authorized rep. of
Meyer-Earp Auto Center, Inc.

STATE OF NEBRASKA, COUNTY OF NEMAHA)) ss.

The foregoing Sign Easement Agreement was acknowledged before me this ____ day of _____, 2016, by **Douglas E. Meyer**, authorized representative of Meyer-Earp Auto Center, Inc., Landowner/Grantor. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description of Landowners Property

Tract "A", within Section 15, Township 5 North, Range 14 East of the 6 P.M., in the City of Auburn, Nemaha County, Nebraska.

EXHIBIT "B"

Legal Description of Sign Easement Area

A 500ft by 50ft strip of land starting on the Southeast Corner of Tract "A", running West along the South boundary line a distance of 500ft, thence North a distance of 50ft, thence East to the East boundary line of Tract "A", thence South along the East boundary line to the P.O.B., all within Section 15, Township 5 North, Range 14 East of the 6 P.M., in the City of Auburn, Nemaha County, Nebraska.

THIS INSTRUMENT PREPARED BY: Angelo M. Ligouri, Esq. P.O. Box 99, Auburn, NE. 68305 (402)274-5484,
AND SHOULD BE RETURNED TO: City of Auburn, NE., 1101 "J" St., Auburn, NE 68305. (402)274-3420

SIGN EASEMENT AGREEMENT

THIS CITY WELCOME SIGN EASEMENT AGREEMENT is hereby made and executed as of this ___ day of _____, 2016, by NEMAHA COUNTY HOSPITAL, (the "Landowners"), whose address is 2022 13th Street, Auburn, NE. 68305, and THE CITY OF AUBURN, NE, a municipal corporation organized and existing under the laws of the State of Nebraska (the "City"), whose address is Auburn City Hall 1101 "J" St., Auburn, NE. 68305.

WITNESSETH:

WHEREAS, the Landowners are record owners of fee simple title to that certain parcel of real property located in Auburn, Nemaha County, Nebraska, and more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, City has requested that the Landowners grant and convey to the City an easement over that portion of the Property described in Exhibit "B" attached hereto and incorporated herein (the "Sign Easement Area") for the purposes hereinafter set forth, and the Landowners have agreed to grant and convey such easement over the Sign Easement Area to the City.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. The Landowners do hereby grant and convey unto the City a non-exclusive easement over, upon, under and across the Sign Easement Area for purposes of construction, installation and maintenance of a monument Welcome to Auburn sign having dimensions of approximately 10 ft. (or less) depth by 20 ft. (or less) wide, with electric lighting if desired by the City, and for the installation, maintenance, repair and replacement of utility lines required to serve such sign, including, without limitation, electrical lines (the "Sign"). The Landowners do hereby grant and convey unto the City a non-exclusive easement over, on, upon,

under and across, the Sign Easement Area for purposes of maintenance, repair, replacement and lighting of the Sign.

2. Duration. The easement hereby granted and conveyed shall be perpetual in duration and, except as set forth herein, may not be changed, amended, modified, canceled or terminated except by an instrument in writing executed by the then owners of the Landowners Property and the City Property.

3. Incidental Rights. The easement hereby granted and conveyed includes the creation of all incidental rights reasonably necessary for the use and enjoyment of such easement for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, maintenance, use, electrical to and from, operation, repair and replacement of the Sign.

4. Property Taxes. The construction and installation of the Sign shall be at the sole cost and expense of the City, its successors, assigns, designees or licensees. The maintenance, use, operation, repair and replacement of the Sign shall be at the sole cost and expense of the City, its successors, assigns, designees or licensees. In the event personal property taxes for the Sign should be assessed to the Landowners, the Landowners shall immediately forward such tax bill to the City and City shall correct the same within thirty (30) days from receipt thereof. In the event the City fails to correct any such tax bill to the Landowners within said thirty (30) day period, the Landowners shall have the option at their sole discretion to pay such tax bill and receive immediate reimbursement for the cost thereof by the City.

5. Restoration of the Property. The City hereby agrees to promptly restore any damage to the Property which results from the exercise by the City of the rights hereunder.

6. Compliance with Laws; Indemnification. The City shall comply with all municipal, county, state, federal and other governmental requirements, laws and regulations in its installation, use, operation and maintenance of the Sign. The City agrees to indemnify, defend and save harmless the Landowners and their officers, elected and appointed officials, employees, agents, attorneys and representatives from any and all claims, causes of action, damages, fines, judgments, penalties, costs, liabilities, expenses or losses (including without limitation reasonable attorneys' fees and expenses of litigation) arising from or as a result of the City's installation, use, operation and maintenance of the Sign.

7. Miscellaneous. The easements, covenants, agreements and conditions contained or expressed herein shall run with the land and shall be binding upon and inure to the benefit of the City, the Landowners, their mortgagees, any purchaser at a foreclosure sale, and each of the successors and assigns of all of such parties.

IN WITNESS WHEREOF, the parties hereto have caused this City Welcome Sign Easement Agreement to be executed in manner and form sufficient to bind them effective as of the last of the dates set forth below.

PASSED and APPROVED, this ____ day of _____, 2016, by the City Council of the City of Auburn, Nemaha County, Nebraska.

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

ATTEST:

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

(Seal)

BY THE LANDOWNERS:

DATED the ____ day of _____, 2016.

Martin Fattig, Authorized Rep. for
the Landowner.

STATE OF NEBRASKA, COUNTY OF NEMAHA)) ss.

The foregoing Sign Easement Agreement was acknowledged before me this ____ day of _____, 2016, by **Martin Fattig**, authorized representative for Nemaha County Hospital, Landowner/Grantor. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description of Landowners Property

Hospital Addition to the City of Auburn, Nemaha County, Nebraska.

EXHIBIT "B"

Legal Description of Sign Easement Area

A tract of land 50ft by 50ft, starting at the Northeast Corner of Hospital Addition running South along the East boundary 50ft, thence West a distance of 50ft, thence North to the North boundary line of Hospital Addition, thence East along the north boundary line to the P.O.B. all within Hospital Addition to the City of Auburn, Nemaha County, Nebraska.

THIS INSTRUMENT PREPARED BY: Angelo M. Ligouri, Esq. P.O. Box 99, Auburn, NE. 68305 (402)274-5484,
AND SHOULD BE RETURNED TO: City of Auburn, NE., 1101 "J" St., Auburn, NE 68305. (402)274-3420

SIGN EASEMENT AGREEMENT

THIS CITY WELCOME SIGN EASEMENT AGREEMENT is hereby made and executed as of this ___ day of _____, 2016, by **GLEN JOSLYN KELLEY, BARBARA L. HARPER, KENNETH E. HARPER AND S. PAULYNE KELLEY**, (the "Landowners") and **THE CITY OF AUBURN, NE**, a municipal corporation organized and existing under the laws of the State of Nebraska (the "City"), whose address is Auburn City Hall 1101 "J" St., Auburn, NE. 68305.

WITNESSETH:

WHEREAS, the Landowners are record owners of fee simple title to that certain parcel of real property located north of Auburn, in Nemaha County, Nebraska, and more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, City has requested that the Landowners grant and convey to the City an easement over that portion of the Property described in Exhibit "B" attached hereto and incorporated herein (the "Sign Easement Area") for the purposes hereinafter set forth, and the Landowners have agreed to grant and convey such easement over the Sign Easement Area to the City.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. The Landowners do hereby grant and convey unto the City a non-exclusive easement over, upon, under and across the Sign Easement Area for purposes of construction, installation and maintenance of a monument Welcome to Auburn sign having dimensions of approximately 10 ft. (or less) depth by 20 ft. (or less) wide, with electric lighting if desired by the City, and for the installation, maintenance, repair and replacement of utility lines required to serve such sign, including, without limitation, electrical lines (the "Sign"). The Landowners do hereby grant and convey unto the City a non-exclusive easement over, on, upon,

under and across, the Sign Easement Area for purposes of maintenance, repair, replacement and lighting of the Sign.

2. Duration. The easement hereby granted and conveyed shall be perpetual in duration and, except as set forth herein, may not be changed, amended, modified, canceled or terminated except by an instrument in writing executed by the then owners of the Landowners Property and the City Property.

3. Incidental Rights. The easement hereby granted and conveyed includes the creation of all incidental rights reasonably necessary for the use and enjoyment of such easement for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, maintenance, use, electrical to and from, operation, repair and replacement of the Sign.

4. Property Taxes. The construction and installation of the Sign shall be at the sole cost and expense of the City, Its successors, assigns, designees or licensees. The maintenance, use, operation, repair and replacement of the Sign shall be at the sole cost and expense of the City, Its successors, assigns, designees or licensees. In the event personal property taxes for the Sign should be assessed to the Landowners, the Landowners shall immediately forward such tax bill to the City and City shall correct the same within thirty (30) days from receipt thereof. In the event the City fails to correct any such tax bill to the Landowners within said thirty (30) day period, the Landowners shall have the option at their sole discretion to pay such tax bill and receive immediate reimbursement for the cost thereof by the City.

5. Restoration of the Property. The City hereby agrees to promptly restore any damage to the Property which results from the exercise by the City of the rights hereunder.

6. Compliance with Laws; Indemnification. The City shall comply with all municipal, county, state, federal and other governmental requirements, laws and regulations in its installation, use, operation and maintenance of the Sign. The City agrees to indemnify, defend and save harmless the Landowners and their officers, elected and appointed officials, employees, agents, attorneys and representatives from any and all claims, causes of action, damages, fines, judgments, penalties, costs, liabilities, expenses or losses (including without limitation reasonable attorneys' fees and expenses of litigation) arising from or as a result of the City's installation, use, operation and maintenance of the Sign.

7. Miscellaneous. The easements, covenants, agreements and conditions contained or expressed herein shall run with the land and shall be binding upon and inure to the benefit of the City, the Landowners, their mortgagees, any purchaser at a foreclosure sale, and each of the successors and assigns of all of such parties.

IN WITNESS WHEREOF, the parties hereto have caused this City Welcome Sign Easement Agreement to be executed in manner and form sufficient to bind them effective as of the last of the dates set forth below.

PASSED and APPROVED, this ____ day of _____, 2016, by the City Council of the City of Auburn, Nemaha County, Nebraska.

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

ATTEST:

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

(Seal)

BY THE LANDOWNERS:

DATED the ____ day of _____, 2016.

Glen J. Kelley, Grantor,

Spouse (if applicable)

DATED the ____ day of _____, 2016.

Barbara L. Harper, Grantor,

Kenneth E. Harper, Grantor,

DATED the ____ day of _____, 2016.

S. Paulyne Kelley, Grantor

Spouse (if applicable)

STATE OF CALIFORNIA, COUNTY OF SANTA CLARA)) ss.

The foregoing Sign Easement Agreement was acknowledged before me this ____ day of _____, 2016, by **Glen J. Kelley** and _____ (spouse (if any)), Landowner/Grantor. He and/or (She) is/are personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

STATE OF CALIFORNIA, COUNTY OF PLACER)) ss.

The foregoing Sign Easement Agreement was acknowledged before me this ____ day of _____, 2016, by **Barbara L. Harper** and **Kenneth E. Harper**, (wife and husband), Landowner/Grantor. She and he are personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

STATE OF CALIFORNIA, COUNTY OF PLACER)) ss.

The foregoing Sign Easement Agreement was acknowledged before me this ____ day of _____, 2016, by S. PAULYNE KELLEY and _____ (spouse (if any)), Landowner/Grantor. She and/or (She) is/are personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

Legal Description of Landowners Property

The South Half (S1/2) of the Southeast Quarter (SE1/4) of Section Nine (9) , Township Five (5) North, Range Fourteen (14) East of the 6th P.M., Nemaha County, Nebraska.

EXHIBIT "B"

Legal Description of Sign Easement Area

A tract of land 60ft by 60ft, starting 140 ft North of the Southeast Corner along the East boundary line of said South Half (S1/2) of the Southeast Quarter (SE1/4) of Section Nine (9), Township Five (5) North, Range Fourteen (14) East of the 6th P.M., just West of the West Right of Way Line of the State Highway along the East side of the South Half (S1/2) of the Southeast Quarter (SE1/4) of Section Nine (9), running West 60ft, thence North 60ft, thence East to the East boundary line of said property, thence South to the P.O.B., Nemaha County, Nebraska.

THIS INSTRUMENT PREPARED BY: Angelo M. Ligouri, Esq. P.O. Box 99, Auburn, NE. 68305 (402)274-5484,
AND SHOULD BE RETURNED TO: City of Auburn, NE., 1101 "J" St., Auburn, NE 68305. (402)274-3420

SIGN EASEMENT AGREEMENT

THIS CITY WELCOME SIGN EASEMENT AGREEMENT is hereby made and executed as of this ___ day of _____, 2016, by **RICHARD M. ALDEN II**, (the "Landowners"), whose address is 2403 "M" Street, Auburn, NE. 68305, and **THE CITY OF AUBURN, NE**, a municipal corporation organized and existing under the laws of the State of Nebraska (the "City"), whose address is Auburn City Hall 1101 "J" St., Auburn, NE. 68305.

WITNESSETH:

WHEREAS, the Landowners are record owners of fee simple title to that certain parcel of real property located in Auburn, Nemaha County, Nebraska, and more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, City has requested that the Landowners grant and convey to the City an easement over that portion of the Property described in Exhibit "B" attached hereto and incorporated herein (the "Sign Easement Area") for the purposes hereinafter set forth, and the Landowners have agreed to grant and convey such easement over the Sign Easement Area to the City.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. The Landowners do hereby grant and convey unto the City a non-exclusive easement over, upon, under and across the Sign Easement Area for purposes of construction, installation and maintenance of a monument Welcome to Auburn sign having dimensions of approximately 10 ft. (or less) depth by 20 ft. (or less) wide, with electric lighting if desired by the City, and for the installation, maintenance, repair and replacement of utility lines required to serve such sign, including, without limitation, electrical lines (the "Sign"). The Landowners do hereby grant and convey unto the City a non-exclusive easement over, on, upon,

under and across, the Sign Easement Area for purposes of maintenance, repair, replacement and lighting of the Sign.

2. Duration. The easement hereby granted and conveyed shall be perpetual in duration and, except as set forth herein, may not be changed, amended, modified, canceled or terminated except by an instrument in writing executed by the then owners of the Landowners Property and the City Property.

3. Incidental Rights. The easement hereby granted and conveyed includes the creation of all incidental rights reasonably necessary for the use and enjoyment of such easement for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, maintenance, use, electrical to and from, operation, repair and replacement of the Sign.

4. Property Taxes. The construction and installation of the Sign shall be at the sole cost and expense of the City, its successors, assigns, designees or licensees. The maintenance, use, operation, repair and replacement of the Sign shall be at the sole cost and expense of the City, its successors, assigns, designees or licensees. In the event personal property taxes for the Sign should be assessed to the Landowners, the Landowners shall immediately forward such tax bill to the City and City shall correct the same within thirty (30) days from receipt thereof. In the event the City fails to correct any such tax bill to the Landowners within said thirty (30) day period, the Landowners shall have the option at their sole discretion to pay such tax bill and receive immediate reimbursement for the cost thereof by the City.

5. Restoration of the Property. The City hereby agrees to promptly restore any damage to the Property which results from the exercise by the City of the rights hereunder.

6. Compliance with Laws; Indemnification. The City shall comply with all municipal, county, state, federal and other governmental requirements, laws and regulations in its installation, use, operation and maintenance of the Sign. The City agrees to indemnify, defend and save harmless the Landowners and their officers, elected and appointed officials, employees, agents, attorneys and representatives from any and all claims, causes of action, damages, fines, judgments, penalties, costs, liabilities, expenses or losses (including without limitation reasonable attorneys' fees and expenses of litigation) arising from or as a result of the City's installation, use, operation and maintenance of the Sign.

7. Miscellaneous. The easements, covenants, agreements and conditions contained or expressed herein shall run with the land and shall be binding upon and inure to the benefit of the City, the Landowners, their mortgagees, any purchaser at a foreclosure sale, and each of the successors and assigns of all of such parties.

IN WITNESS WHEREOF, the parties hereto have caused this City Welcome Sign Easement Agreement to be executed in manner and form sufficient to bind them effective as of the last of the dates set forth below.

PASSED and APPROVED, this ____ day of _____, 2016, by the City Council of the City of Auburn, Nemaha County, Nebraska.

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

ATTEST:

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

(Seal)

BY THE LANDOWNERS:

DATED the ____ day of _____, 2016.

RICHARD M. ALDEN II, Landowner.

STATE OF NEBRASKA, COUNTY OF NEMAHA)) ss.

The foregoing Sign Easement Agreement was acknowledged before me this ____ day of _____, 2016, by **RICHARD M. ALDEN II**, Landowner/Grantor. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description of Landowners Property

The Northwest Quarter (NW1/4), of Section Twenty-Seven (27), in Township five (5) North of Range Fourteen (14), East of the 6th P.M. in Nemaha County, Nebraska.

EXHIBIT "B"

Legal Description of Sign Easement Area

A tract of land 50ft by 75ft, commencing at the Northwest Corner of Section 27, Township 5 North, Range 14 East of the 6th P.M., Nemaha County, Nebraska; thence South along the West line of Said Section 27 a distance of 1331.0 feet to a point; thence East 90° a distance of 95.0' to a point on the present East right of way line of Highways No. 73 and 75 said point being the point of beginning (P.O.B.); continuing East a distance of 50.0' to a point; thence 90° South a distance of 75.0' to a point; thence 90° West a distance of 50.0' to point on the present East right of way line of Highway No. 73 and 75, also being 95.0' East of the West line of said Section 27, thence 90° North parallel to the West line of said Section 27, a distance of 75.0' to the P.O.B., all in Nemaha County, Nebraska.

RESOLUTION NO. _____-16
Of
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION OF THE CITY AUTHORIZING THE REMOVAL AND CLEAN-UP OF NUISANCE PROPERTIES WITH COST CHARGED TO THE LANDOWNERS AND/OR ASSESSED TO THE REAL ESTATE PURSUANT TO NEBRASKA STATUTE AND JUDICIAL ORDER.

WHEREAS, the City of Auburn, NE, has identified certain abandoned, dilapidated, and poorly maintained real estate within Auburn, NE, as unsightly, in a present state of disrepair, offensive to the senses, and injuries to the comfort, health, repose, and/or safety of the residence of the City, depreciating the value of the property of others surrounding it;

WHEREAS, the City through legal counsel served upon Landowners written notice of the current poor, dilapidated, unsafe, and unkempt condition of their real estate and made demand that the property be rehabilitated, clean/cleared, or demolished;

WHEREAS, the City through legal counsel proceeded with Nuisance Abatement on the identified real estate through judicial proceedings in the Nemaha County District Court, with the Court declaring subject matter jurisdiction on the real estate and personal jurisdiction over the Landowners.

WHEREAS, The Nemaha County District Court Ordered the nuisance properties clean and cleared within certain time frames or the City was authorized to remove the nuisance from the real estate and assess such cost against the Landowners or the real estate as incurred by the City.

WHEREAS, the Landowners' did not comply with the Court Order for removal and abatement of nuisance upon their real estate and the real estate, yards, and structures thereon are immediate health and safety hazards to the public and community and must be demolished and/or cleaned/cleared in a safe manner at this time;

WHEREAS, the following real estate shall be cleared of the dilapidated, abandoned, nuisance structures upon the same and cost shall be assessed against the Landowners' and/or the real estate pursuant to District Court Order:

- (1) 2506 "O" Street, (one and half-story/two story house and yard);
- (2) 1211 14th Street, (two-story house and yard);
and,
- (3) 1317 "P" Street, (two-story house, garage, and yard).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Auburn, Nemaha County, Nebraska, that the above three (3) nuisance properties, including yards, structure(s), and surroundings are so unsightly and in disrepair as to interfere with the immediate comfortable enjoyment of life and property of others, and/or tend to depreciate the value of the property of others and are determined nuisance properties.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Auburn, Nemaha County, Nebraska, that the dilapidated and unsightly structures, yards, and surroundings and/or real estate listed above shall be demolished, cleaned/cleared, and/or removed by the by the City of Auburn, Nebraska, with cost incurred for the same assessed to the Landowners and/or against the real estate.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor is hereby authorized to proceed with contract(s) and further action necessary to carry out the provisions herein.

PASSED and APPROVED, this 13th day of June, 2016.

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

ATTEST:

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

(Seal)

RESOLUTION NO. _____-16
Of
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION OF THE CITY DECLARING CERTAIN RESIDENTIAL REAL ESTATE AS A PUBLIC NUISANCE AND ORDERING NUISANCE ABATEMENT OF SAID PROPERTY BY LEGAL REMEDY.

WHEREAS, the City of Auburn, NE, has identified certain abandoned, dilapidated, and poorly maintained real estate within Auburn, NE, as attached hereto and incorporated herein by this reference within Exhibits "A" & "B", as unsightly, in a present state of disrepair, offensive to the senses, and injuries to the comfort, health, repose, and/or safety of the residence of the City and tends to depreciate the value of the property of others;

WHEREAS, the City through legal counsel shall serve upon landowners written notice of the current poor, dilapidated, unsafe, and unkempt condition of their real estate and make demand that the property be rehabilitated, clean/cleared, or demolished;

WHEREAS, the City shall serve written notice on the following properties, identified by street address:

- (1) 1202 "O" Street, Auburn, NE, (one and half-story house and garage);
- (2) 1803 "P" Street, Auburn NE, (one-story house);

WHEREAS, the real estate, yards, and structures thereon are health and safety hazards to the public and community and must be demolished and/or cleaned/cleared in a safe manner;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Auburn, Nemaha County, Nebraska, that the above two (2) properties, including yards, structure(s), and surroundings are so unsightly and in disrepair as to interfere with comfortable enjoyment of life and property of others, and/or tend to depreciate the value of the property of others and are declared a nuisance.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Auburn, Nemaha County, Nebraska, that the dilapidated and unsightly structures, yards, and surroundings and/or real estate listed above shall be demolished, cleaned/cleared, and/or removed by the owners or by the City of Auburn, Nebraska, by appropriate legal remedy;

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Auburn, Nemaha County, Nebraska, that the City Attorney is directed to proceed with nuisance abatement through the Nemaha County District Court, seeking removal of dilapidated structures and clean-up of the above listed properties with cost to be paid by the property owners and/or assessed against the real estate.

PASSED and APPROVED, this 13th day of June, 2016.

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

ATTEST:

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

(Seal)

Parcel Information	
Parcel ID	640009085
Links	Photo #1 Photo #2
Current Owner	VOLKER GARY
Mailing Address	PO BOX 304 JOHNSON, NE 68378-0304
Situs Address	1202 O ST
Tax District	5
School District	510 (AUBURN SCHOOL 29)
Legal Description	REED & GILMORE ADD TO AUBURN BLK 3 LT 1 & LT 2 EX S29.65' OF E130'

Current Value Information			
Land Value	Dwelling Value	Improvement Value	Total Value
\$7,105	\$16,785	\$0	\$23,890

Prior Year Value Information				
Year	Land Value	Dwelling Value	Improvement Value	Total Value
2014	7,105	16,785	0	23,890
2013	4,590	17,420	0	22,010
2012	4,590	17,420	0	22,010
2011	4,590	17,420	0	22,010
2010	4,590	17,420	0	22,010

Yearly Tax Information		
Year	Amount	Levy
2015	467.6000	2.023200

2015 Tax Levy	
Description	Rate
COUNTY GENERAL	0.342318
AUBURN 29 GENERAL	1.026996
AUBURN 29 BLDG FUND	0.000000
AUBURN 29 SCH BOND	0.060000
ESU 4 GENERAL	0.015000
S E COMM COLLEGE GENERAL	0.049800
S E CAP IMPROVEMENT FUND	0.010000
NEMAHA NRD	0.038845
AUBURN CITY	0.440000
MFO (INTERLOCAL)	0.035377
AG SOCIETY GENERAL	0.002221
AG SOCIETY CAPITAL	0.002661

Year Sales History
No previous sales information is available.

Residential Building Information			
Occupancy Code	101 (Single-Family / Owner Occupied)	Rooms Above Ground	0
Year Built	1910	Rooms Below Ground	0
Style	1 1/2 Story Frame	Bedroom #	4
Area	851	Bathroom #	1.75
Total Living Area	1,452	Basement Area	851.0000
Length	0	Foundation	Conc Blk/8
Width	0	Exterior Walls	Hardboard
Basement	Full	Roof	Composition Shingle
Bsmt Floor Adj	0	Interior Walls	None
Heating	Forced Air	Flooring	None
AC	No	Architectural Design	N/A
Attic	None	Single Siding	No
Condition Code	Below Normal		

Porches					
Area	Style	Bsmt SF	QTRS SF	Qtrs Style	Qtrs AC
128 Concrete Stoop/Deck		0		0Frame	No
224 1S Frame Screen		0		0Frame	No

Plumbing		
Style	Count	
Plumbing (Incl. in Base)	6	
Plumbing (Addtn'l Fixts)	1	

Deck and Patio		
Style	SF Area	
Asph/Wd Roof OH-Med	128	
Wood Deck-Med	48	

Addition 1 of 1	
Year Built	1910
Style	1 Story Frame
Area	5
Basement SF	0
No Floor Adj (SF)	0
Heat	Forced Air
AC	No
Attic SF	0

Garage 1 of 1	
Year Built	1910
Style	Det Frame
WxL	0 x 0
Area	520
Basement SF	0
Qtrs Over Style	None
Qtrs Over SF	0
Qtrs Over AC (SF)	0
Door openers	0

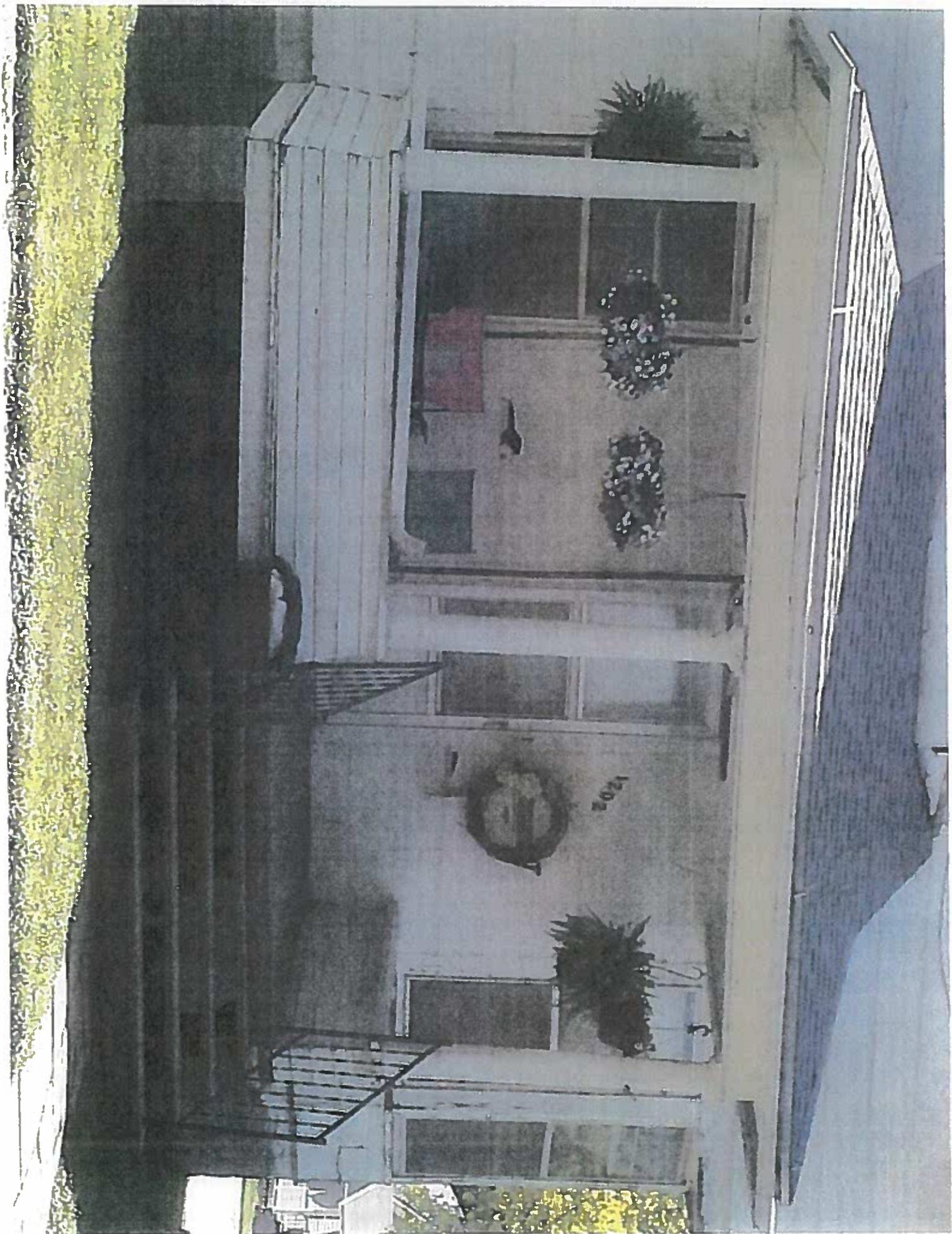
Land Information		
Lot Basis	Square Feet	Acres
Sq. Ft x Rate	10,706	0.25

Miscellaneous Improvements		
Improvement	Year	Units
Plumbing (Incl. in Base)	N/A	6
Plumbing (Addn'l Fixts)	N/A	1
Concrete Stoop/Deck	N/A	128
1S Frame Screen	N/A	224
Asph/Wd Roof OH-Med	N/A	128
Wood Deck-Med	N/A	48
1 Story Frame	1910	5
Det Frame	1910	520

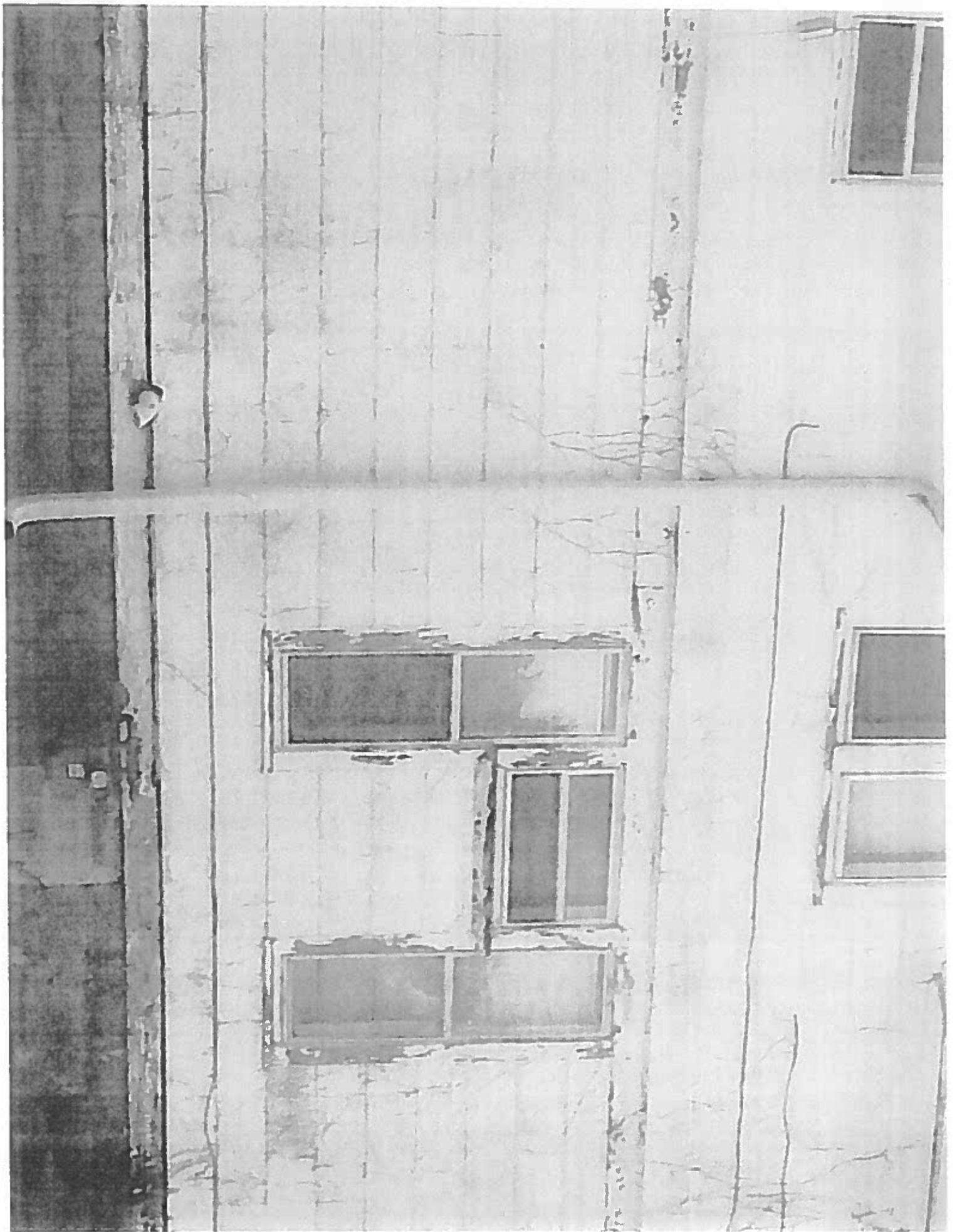
Photo

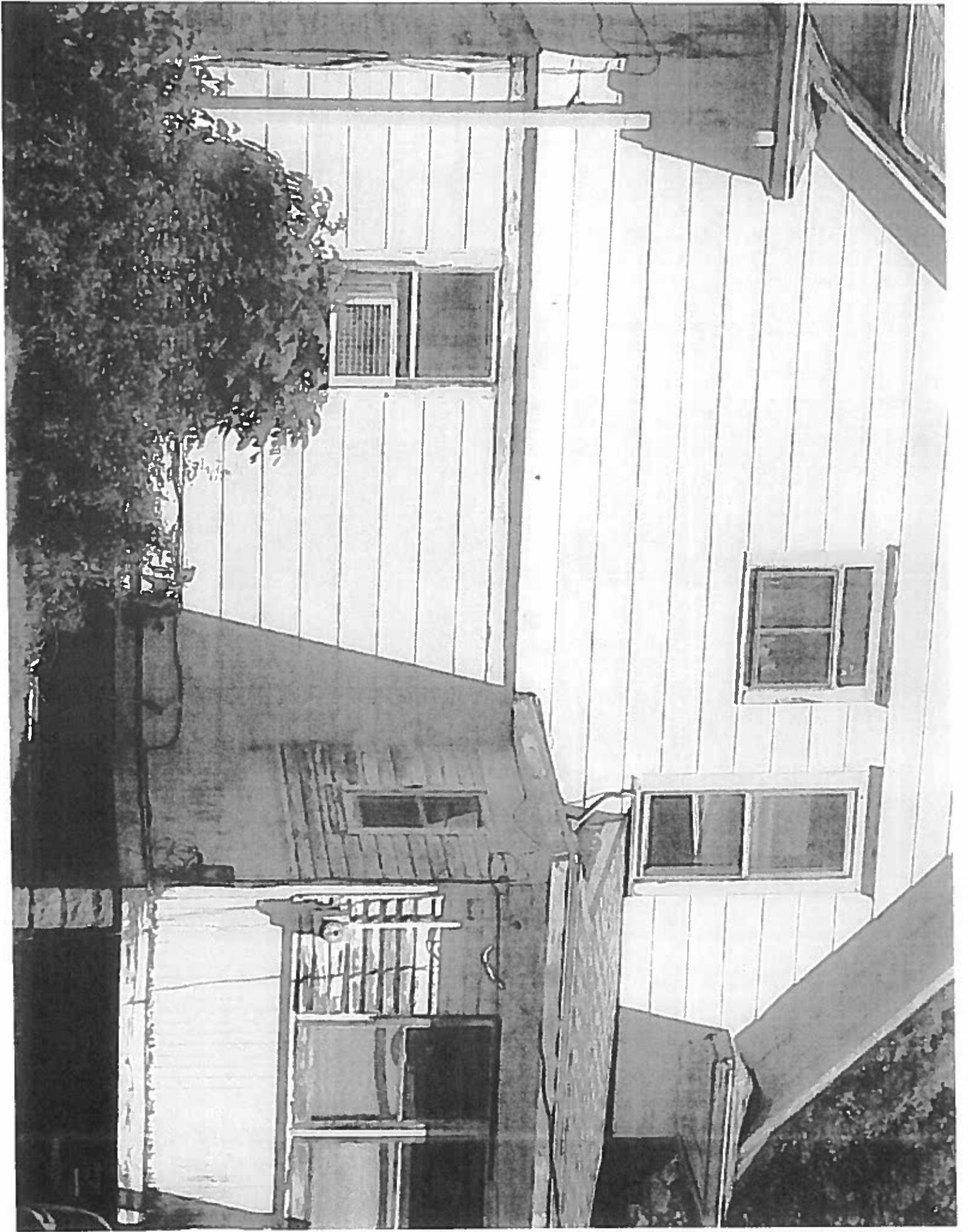


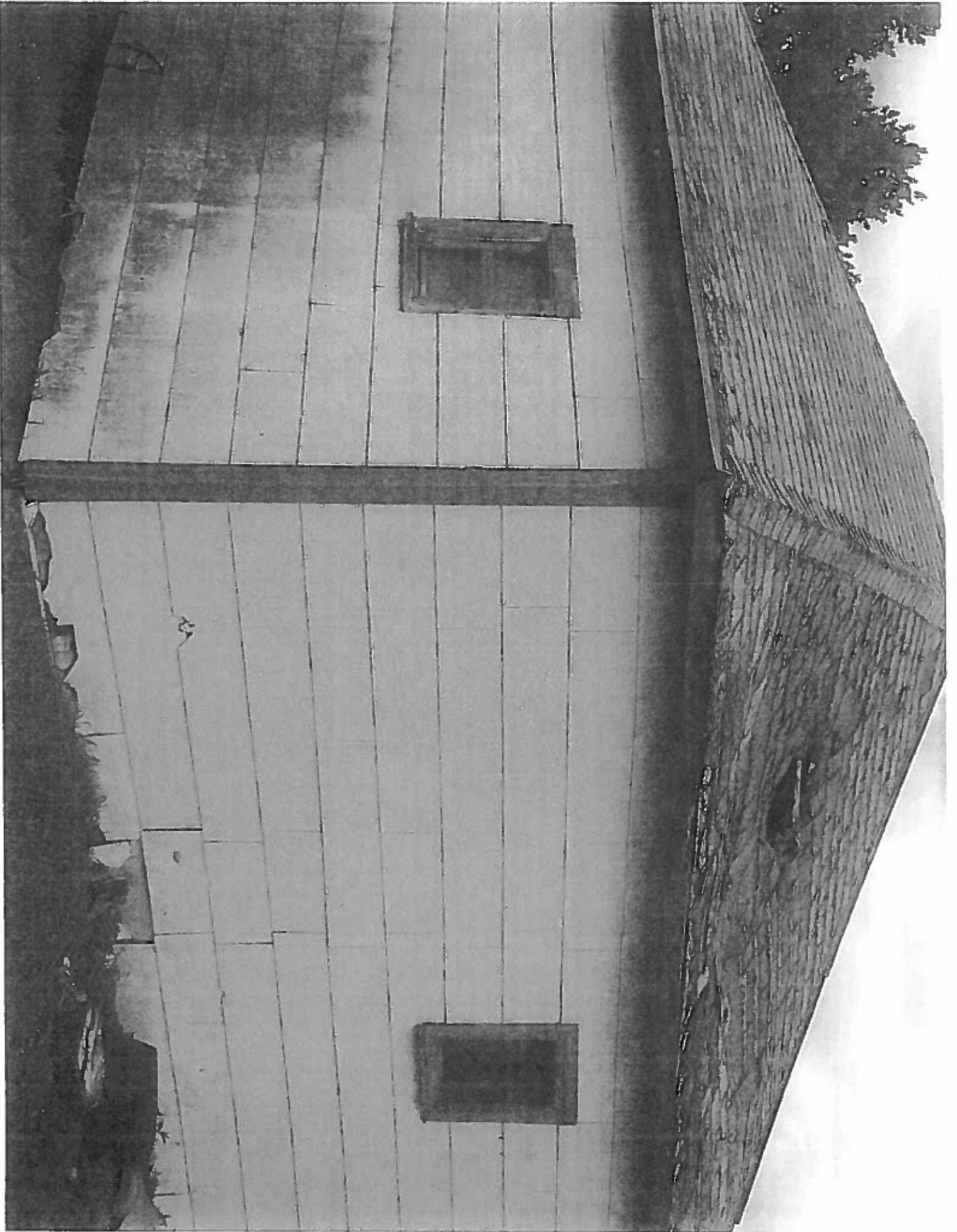


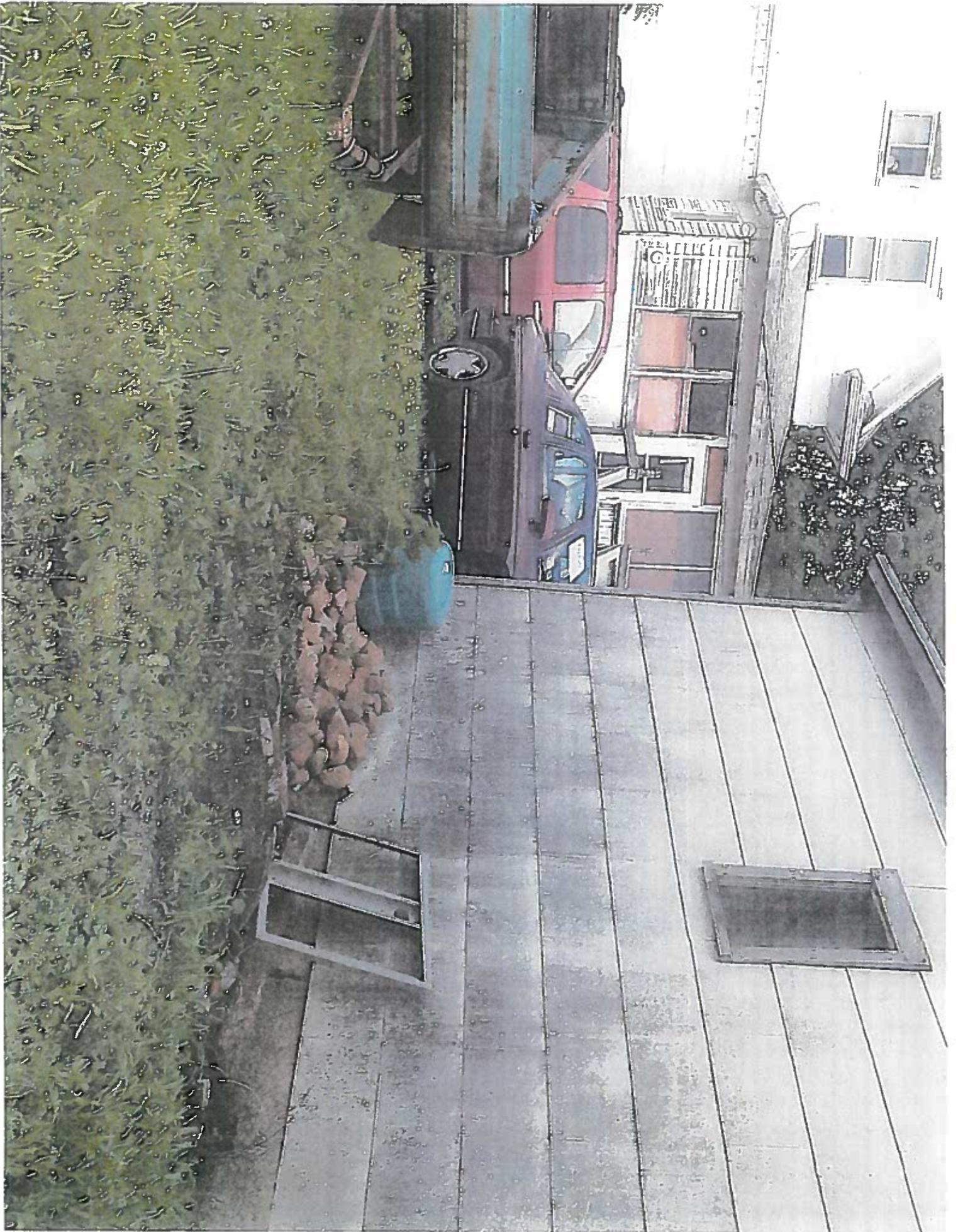












Parcel Information	
Parcel ID	640010288
Links	Photo #1 Photo #2
Current Owner	PEGLER EUGENE A & SABRA A
Mailing Address	707 W PEARL ST SAVANNAH, MO 64485-1323
Situs Address	1803 P ST
Tax District	5-802
School District	510 (AUBURN SCHOOL 29)
Legal Description	REED & GILMORE ADD TO AUBURN BLK 24 N33' LT 10 & S34' LT 11

Current Value Information			
Land Value	Dwelling Value	Improvement Value	Total Value
\$8,080	\$9,350	\$0	\$17,430

Prior Year Value Information				
Year	Land Value	Dwelling Value	Improvement Value	Total Value
2014	8,080	9,350	0	17,430
2013	4,020	13,880	0	17,900
2012	4,020	13,880	0	17,900
2011	4,020	13,880	0	17,900
2010	4,020	13,880	0	17,900

Yearly Tax Information		
Year	Amount	Levy
2015	463.9200	4.046400

2015 Tax Levy	
Description	Rate
COUNTY GENERAL	0.342318
AUBURN 29 GENERAL	1.026996
AUBURN 29 BLDG FUND	0.000000
AUBURN 29 SCH BOND	0.060000
ESU 4 GENERAL	0.015000
S E COMM COLLEGE GENERAL	0.049800
S E CAP IMPROVEMENT FUND	0.010000
NEMAHA NRD	0.038845
AUBURN CITY	0.440000
MFO (INTERLOCAL)	0.035377
AG SOCIETY GENERAL	0.002221
AG SOCIETY CAPITAL	0.002661
TIF EXCESS-BASE YR 2002	2.023218

Year Sales History

No previous sales information is available.

Residential Building Information			
Occupancy Code	101 (Single-Family / Owner Occupied)	Rooms Above Ground	0
Year Built	1900	Rooms Below Ground	0
Style	1 Story Frame	Bedroom #	2
Area	676	Bathroom #	1.5
Total Living Area	976	Basement Area	0.0000
Length	0	Foundation	Conc Blk/8
Width	0	Exterior Walls	Siding
Basement	Crawl	Roof	Composition Shingle
Bsmt Floor Adj	-11,340	Interior Walls	None
Heating	Forced Air	Flooring	None
AC	No	Architectural Design	N/A
Attic	None	Single Siding	No
Condition Code	Below Normal		

Porches					
Area	Style	Bsmt SF	QTRS SF	Qtrs Style	Qtrs AC
192	Concrete Stoop/Deck	0	0	Frame	No
60	1S Frame Enclosed	0	0	Frame	No

Plumbing		
Style	Count	
Plumbing (Incl. in Base)	5	

Deck and Patio		
Style	SF Area	
Asph/Wd Roof OH-Med	192	

Addition 1 of 1	
Year Built	1900
Style	1 Story Frame
Area	300
Basement SF	0
No Floor Adj (SF)	0
Heat	Forced Air
AC	No
Attic SF	0

Land Information

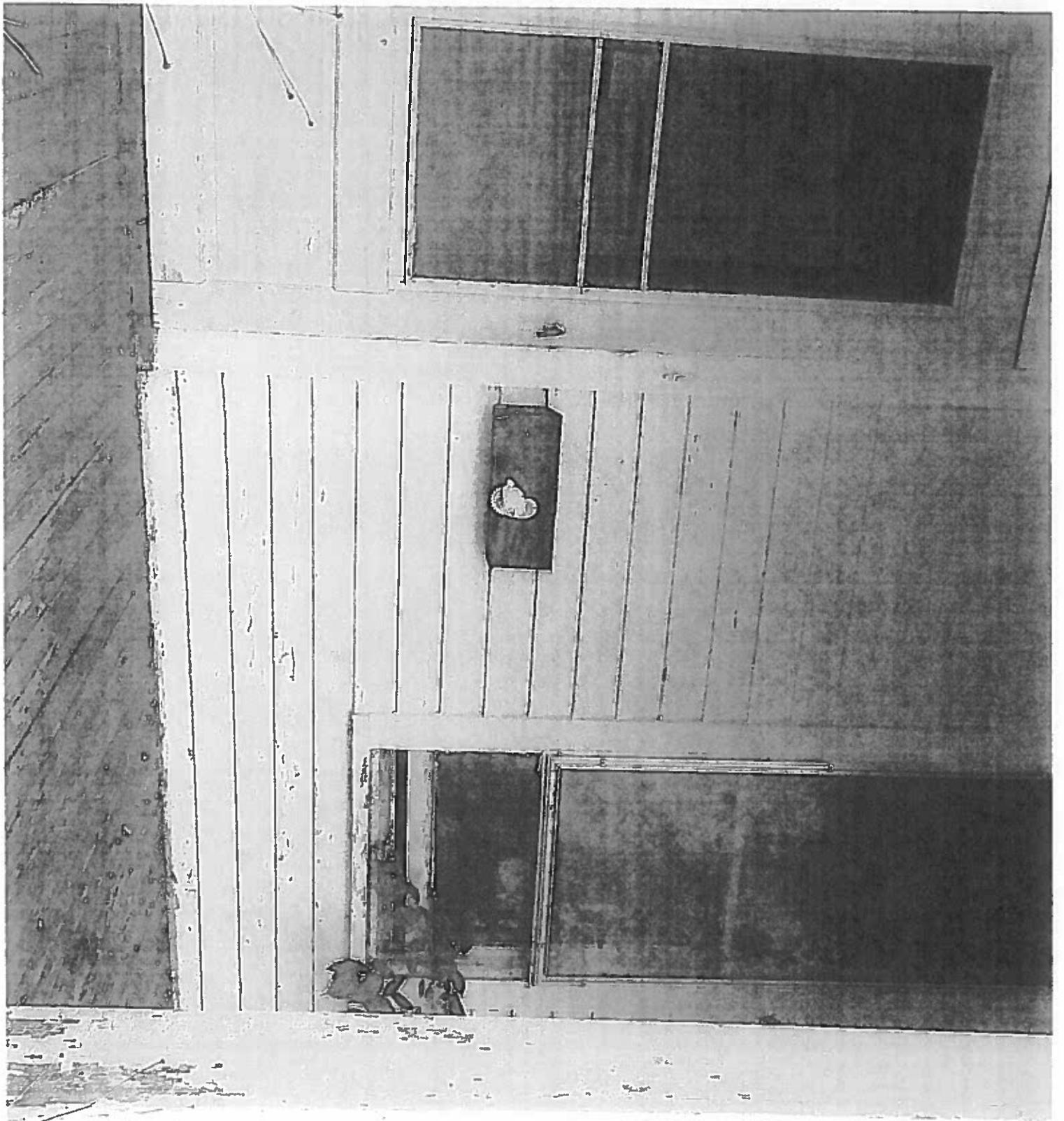
Lot Basis	Square Feet	Acres
Sq. Ft x Rate	9,380	0.22

Miscellaneous Improvements

Improvement	Year	Units
Plumbing (Incl. in Base)	N/A	6
Concrete Stoop/Deck	N/A	192
1S Frame Enclosed	N/A	60
Asph/Wd Roof OH-Med	N/A	192
1 Story Frame	1900	300

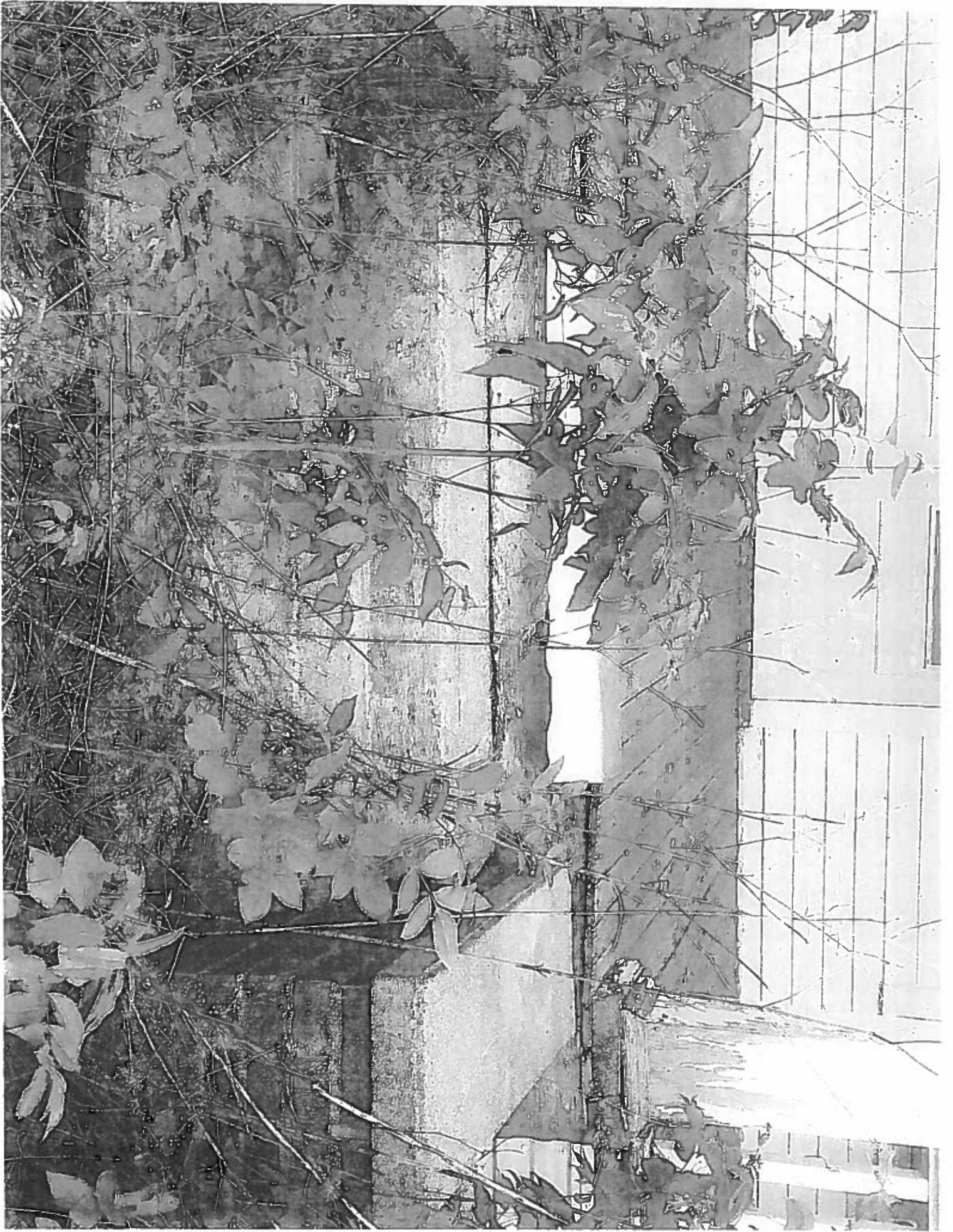
Photo





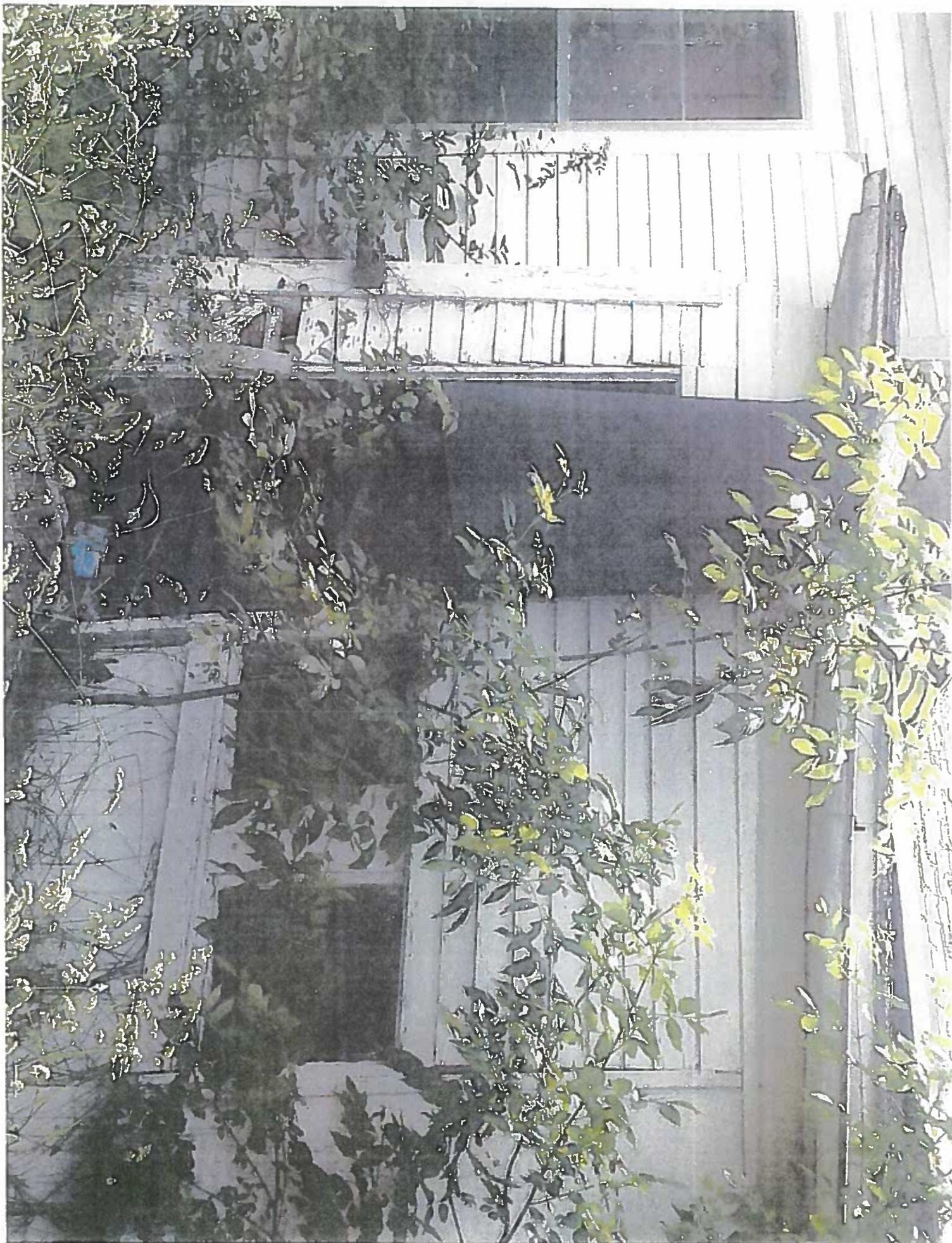
1803













City of Auburn

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

MAYOR

Scott Kudrna

COUNCIL MEMBERS

Katy Billings

Shawn Clark

Tom Clark

Chris Erickson

Rick Janssen

Jeff Jeanneret

Tom Goodbarn

District Engineer
302 Superior St
PO Box 94759
Lincoln NE 68521-2481
Phone - (402) 471-0850
Fax - (402) 471-3401

Dear Mr. Goodbarn,

Please accept this as a formal request from the City of Auburn Nebraska to change US Highway 136 west of HWY 75 intersection to include a center turn lane. After reconstruction of US HWY 136 a turn lane was included on east 136 but not west 136.

There have been several incidents where drivers unfamiliar with the highway have used the shoulder, mistaking it for another lane. This is the only highway where this regularly happens in Auburn and the only highway that does not have a central turn lane.

Highway 136 west is the same width as the other highways and could be marked to have a center lane without widening of the highway.

If you have any questions or would like more information please contact me.

Sincerely,

Scott Kudrna

Mayor of Auburn

(402)274-3420 office

(402)274-9723 cell



RESOLUTION NO. ____-16

Of

THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION TO INSTALL CAUTION PEDESTRIAN CROSSING/YIELD TO PEDESTRIANS TRAFFIC SIGNS &/OR SPEED CONTROL RUMBLE BARS AT THE "T" INTERSECTION OF "6th" STREET AND "P" STREET WITHIN THE CITY LIMITS OF THE CITY OF AUBURN, NE.

WHEREAS, The intersection of "6th" Street and "P" Street within the City limits is on the South side of the Auburn City Recreation Youth Complex/Facilities and the City walking trail.

WHEREAS, This intersection experiences high volumes of traffic while youth sports are in session at the facilities;

WHEREAS, Caution Pedestrian Crossing/Yield to Pedestrians and/or speed control rumble bars located East and West of the "T" intersection at "6th" Street and "P" Street, alerting westbound and eastbound traffic of pedestrians crossing at the "P" Street intersection heading to and from the recreational complex and facilities would be in the interest of safety and beneficial to the welfare of the patrons of the recreation facilities and the Community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Auburn, Nemaha County, Nebraska, that the City hereby accepts the request for Pedestrian Crossing/Yield to Pedestrians and/or speed control rumble bars (circle one or both) located East and West of the "T" intersection at "6th" Street and "P" Street, alerting westbound and eastbound traffic of pedestrians crossing at the "P" Street intersection;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Auburn, Nemaha County, Nebraska, that the City accepts and agrees to the cost, installation, and maintenance of said signs and or speed control rumble bars (circle one or both);

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 document(s) necessary to carry out the terms and provisions of this Resolution.

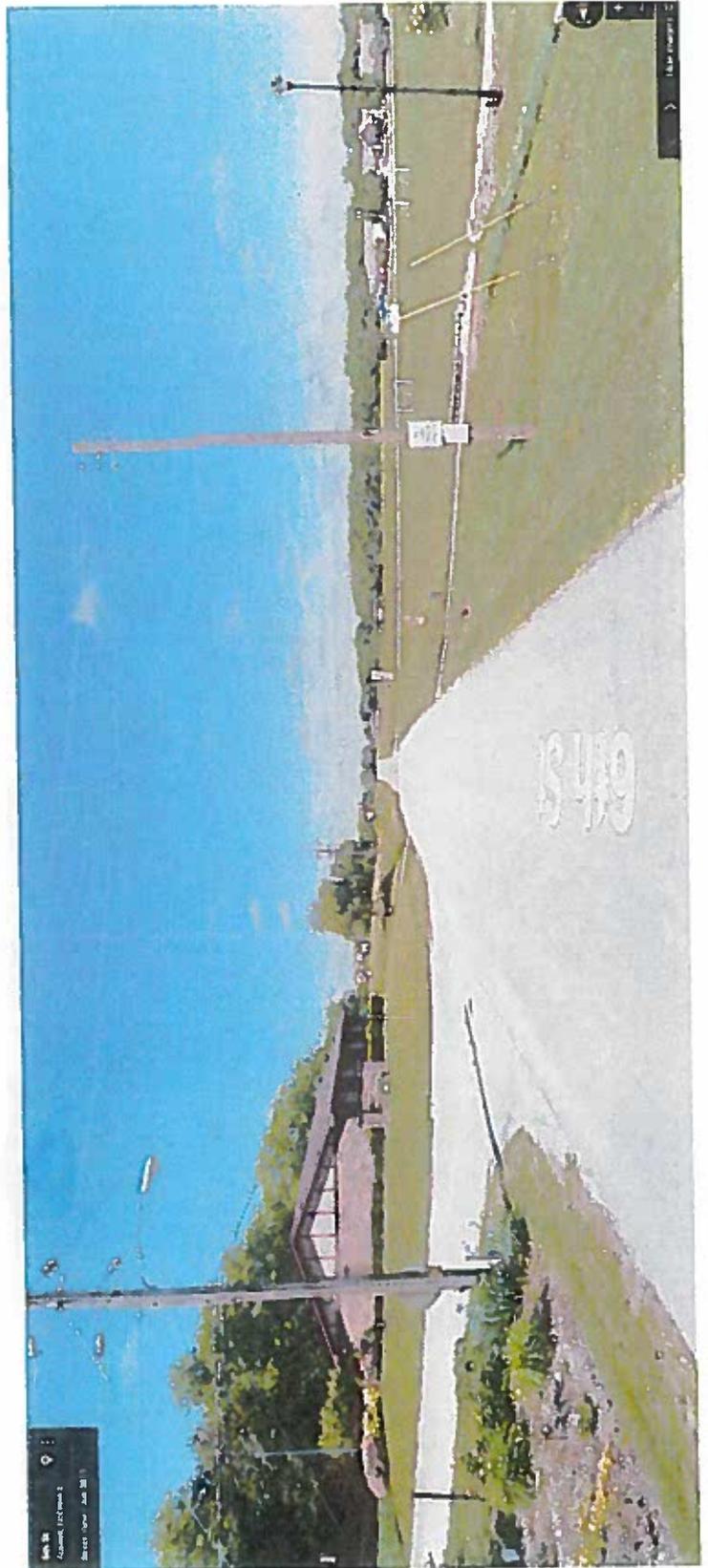
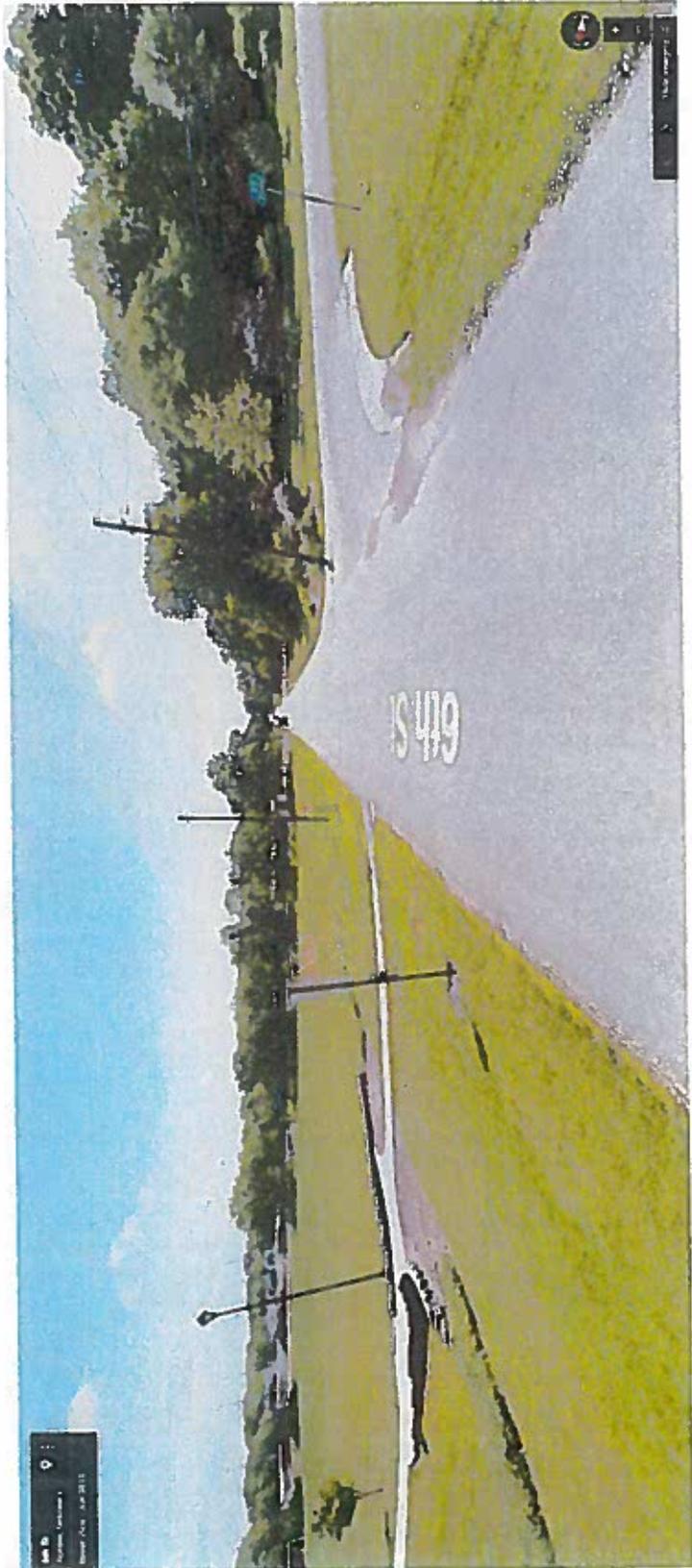
PASSED and APPROVED, this 13th day of June, 2016.

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

ATTEST:

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

(Seal)





City of Auburn

June 13, 2016

1101 J Street
Auburn, Nebraska 68305

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

MAYOR

Scott Kudrna

COUNCIL MEMBERS

Katy Billings

Shawn Clark

Tom Clark

Chris Erickson

Rick Janssen

Jeff Jeanneret

**Street Department Activity Report
(May 2016)**

- Appliance and Furniture Recycle Lot – 5 times
- Brush Lot – 5 times
- Worked on equipment at city shop
- Garbage run at parks/rec complex/lake/business area (weekly)
- Filled potholes at 22nd & N Streets and filled in around manholes on S Street for seal coating
- Stock piled 550 Ton of 3/8 rock chips for seal coating
- Cleaned storm drains
- Street repair at 23rd & Q Streets
- Picked up tree branches and trash in parks
- Mowed and sprayed weeds at Rec Complex
- Painted T-ball lines for games
- Cleaned and repaired pool for opening
- Planted 10 Pawpaw trees at the Rec Complex
- Sweeping Streets

Harry Bridgmon
Street Commissioner



EQUAL HOUSING OPPORTUNITY

AGENDA ITEM
NO 23

Auburn Memorial Library

1810 Courthouse Ave
Auburn, NE 68305

City Council Report June 2016

- All of our summer programs are underway. Our first ever Youth Reading Adventure saw 10 kids register on the first day. We had 88 kids pre-register for summer reading.
- The Geo testing and survey have been done for the addition. We are waiting to hear back on those. If all goes according to the schedule, we are hoping to go out for bids in August, with construction starting in September.

Statistical Report:

<u>Date:</u>	<u>Circulation:</u>	<u>Patrons:</u>	<u>Money to City:</u>
May 2016	4,055	2,327	\$587.15
OverDrive	<u>281</u>	<u>48</u>	
	4,336	2,375	
April 2016	3,598	2,256	\$623.05
OverDrive	<u>243</u>	<u>44</u>	
	3,841	2,300	

SALES TAX RECORD 5-31-16

Month Received	For Tax Month	Fiscal Year 2007-2008	Fiscal Year 2008-2009	Fiscal Year 2009-2010	Fiscal Year 2010-2011	Fiscal Year 2011-2012	Fiscal Year 2012-2013	Fiscal Year 2013-2014	Fiscal Year 2014-2015	Fiscal Year 2015-2016	BUDGET	2014-2015 MV TAX	MVT%
October	August	\$ 32,044.55	\$ 31,527.76	\$ 30,098.42	\$ 33,505.11	\$ 34,676.37	\$ 36,277.44	\$ 34,477.15	\$ 36,270.33	\$ 35,228.89	\$ 33,333.33	\$ 6,285.55	18.00%
November	September	\$ 33,547.42	\$ 29,070.18	\$ 31,558.07	\$ 34,175.41	\$ 37,253.41	\$ 35,026.52	\$ 37,742.69	\$ 36,786.01	\$ 40,340.94	\$ 33,333.33	\$ 6,707.66	17.00%
December	October	\$ 29,664.23	\$ 26,360.86	\$ 33,105.58	\$ 34,490.23	\$ 34,986.18	\$ 34,986.16	\$ 31,873.24	\$ 39,432.22	\$ 45,068.84	\$ 33,333.33	\$ 5,595.73	15.00%
January	November	\$ 30,047.59	\$ 25,606.08	\$ 27,837.77	\$ 34,020.22	\$ 33,402.08	\$ 35,336.56	\$ 31,361.36	\$ 36,596.93	\$ 37,126.43	\$ 33,333.33	\$ 2,989.48	14.00%
February	December	\$ 34,531.40	\$ 38,767.57	\$ 34,852.80	\$ 41,106.07	\$ 36,087.40	\$ 40,474.04	\$ 41,748.58	\$ 42,888.48	\$ 47,871.21	\$ 33,333.33	\$ 5,915.96	13.00%
March	January	\$ 30,436.50	\$ 26,951.30	\$ 28,772.58	\$ 31,871.84	\$ 32,176.00	\$ 34,198.21	\$ 34,262.55	\$ 34,999.17	\$ 35,383.54	\$ 33,333.33	\$ 6,377.75	14.00%
April	February	\$ 23,055.93	\$ 27,125.42	\$ 30,843.00	\$ 29,149.63	\$ 33,385.17	\$ 32,267.92	\$ 34,457.50	\$ 35,245.70	\$ 33,856.40	\$ 33,333.33	\$ 5,015.27	14.00%
May	March	\$ 35,057.50	\$ 29,690.19	\$ 33,665.96	\$ 39,203.93	\$ 37,298.34	\$ 36,902.71	\$ 37,568.34	\$ 37,246.02	\$ 39,427.60	\$ 33,333.33	\$ 4,330.56	14.00%
June	April	\$ 33,566.95	\$ 29,268.22	\$ 35,882.31	\$ 32,090.91	\$ 32,021.76	\$ 36,494.79	\$ 37,126.46	\$ 33,785.98				
July	May	\$ 31,441.09	\$ 28,228.53	\$ 35,803.53	\$ 25,546.97	\$ 34,024.95	\$ 36,460.20	\$ 31,454.40	\$ 32,314.28				
August	June	\$ 34,930.32	\$ 35,787.66	\$ 35,556.25	\$ 37,560.45	\$ 40,132.24	\$ 37,186.66	\$ 38,506.79	\$ 39,270.96				
September	July	\$ 32,947.46	\$ 32,660.39	\$ 34,755.20	\$ 35,488.39	\$ 37,180.31	\$ 36,006.50	\$ 36,728.33	\$ 35,380.68				
Total		\$ 376,276.91	\$ 361,044.16	\$ 392,731.47	\$ 408,209.16	\$ 424,316.21	\$ 431,617.71	\$ 427,307.39	\$ 442,216.76	\$ 314,303.85	\$ 266,666.64	\$ 43,217.96	

*Includes MV

Actual Last YTD	\$301,464.86	Actual YTD	\$314,303.85	Budget YTD	\$266,666.64
YTD Compared to Last YTD					
	\$12,838.99	Increase from last year			
YTD Compared to Budget YTD					
	\$47,637.21	More than budget YTD			
Vehicle Sales Tax as a Percentage					
\$314,303.85 in Total Receipts YTD					
\$43,217.96 in Total Vehicle Sales					
Vehicle sales is 14% of total					

AGENDA ITEM NO. 23

Budget Reports Submitted by City Treasurer
Receipts by Department

CITY OF AUBURN
BUDGET REPORT
CALENDAR 5/2016, FISCAL 8/2015

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPNOED	UNEXPNOED
01-00-3100	GEN FEDERAL REVENUES	1,009,729.57	.00	78,834.31	7.81	930,895.26
01-00-3101	RTP GRANT	.00	.00	.00	.00	.00
01-00-3102	HISTORIC PRESERVATION	.00	.00	.00	.00	.00
01-00-3200	GEN STATE EQUALIZATION	209,818.77	.00	61,911.63	29.51	147,907.14
01-00-3202	GEN STATE MOTOR VH FEE	.00	.00	.00	.00	.00
01-00-3203	GEN MTR VEHICLE PRORATE	1,600.00	.00	1,116.65	69.79	483.35
01-00-3204	GEN STATE AIO	.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	5,079.75	15,239.25	60.96	9,760.75
01-00-3301	GEN LICENSES & PERMITS	13,000.00	1,370.00	9,900.00	76.15	3,100.00
01-00-3306	GEN REIM/REFUNOS	5,000.00	2,238.04	3,928.18	78.56	1,071.82
01-00-3310	GEN FRANCHISE FEES	70,000.00	1,674.37	57,347.06	81.92	12,652.94
01-00-3311	GEN IN LIEU OF TAXES	.00	.00	.00	.00	.00
01-00-3312	GEN BPW REVENUE PAYMENT	111,000.00	6,589.68	79,310.78	71.45	31,689.22
01-00-3314	GEN ST LIC AND CITY FINES	3,500.00	850.00	3,680.00	105.14	180.00-
01-00-3325	GEN TICKET SALES	45,000.00	16,099.50	16,239.50	36.09	28,760.50
01-00-3326	GEN CONCESSIONS	12,000.00	786.50	786.50	6.55	11,213.50
01-00-3327	GEN LESSONS	6,200.00	2,320.00	2,320.00	37.42	3,880.00
01-00-3331	GEN FINANCING	.00	.00	.00	.00	.00
01-00-3332	GEN SALE OF MUNI PROPERTY	.00	33.25	319.93	.00	319.93-
01-00-3335	GEN CITY SALES TAX	350,000.00	35,097.04	271,085.89	77.45	78,914.11
01-00-3340	GEN INTEREST	1,000.00	123.88	1,525.64	152.56	525.64-
01-00-3342	GEN PROGRAM & USE FEES	6,000.00	1,395.00	3,870.00	64.50	2,130.00
01-00-3346	GEN FOOTBALL PROGRAM REV	.00	.00	.00	.00	.00
01-00-3347	GEN GRANTS/DONATIONS	.00	.00	26,000.00	.00	26,000.00-
01-00-3350	GEN MFO	10,636.74	5,318.37	10,636.74	100.00	.00
01-00-3351	GEN PROPERTY TAXES	546,044.42	149,267.38	302,279.65	55.36	243,764.77
01-00-3352	GEN MTR VEHICLE TAXES	68,500.00	4,918.47	47,749.42	69.71	20,750.58
01-00-3359	GEN CO TREAS OTHER	100.00	101.49	101.49	101.49	1.49-
01-00-3360	GEN MISC REVENUES	3,813.26	517.35	5,046.70	132.35	1,233.44-
01-00-3361	FIRE PROPERTY TAXES	43,858.31	11,994.42	24,289.91	55.38	19,568.40
01-00-3362	FIRE MTR VEHICLE TAXES	.00	.00	.00	.00	.00
01-00-3363	FIRE MTR VEHICLE PRORATE	150.00	.00	89.78	59.85	60.22
01-00-3368	FIRE OTHER STATE	2,050.00	408.42	1,225.26	59.77	824.74
01-00-3369	FIRE CO TREAS OTHER	10.00	8.16	8.16	81.60	1.84
01-00-3900	GRANT PROGRAMS	.00	.00	.00	.00	.00
	DIFFERENCE	2,544,011.07	246,191.07	1,024,842.43	40.28	1,519,168.64
	PROOF	2,544,011.07	246,191.07	1,024,842.43	40.28	1,519,168.64

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENED	UNEXPENED
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	355,573.00	27,952.41	234,499.57	65.95	121,073.43
03-00-3202	STREET STATE MOTOR VEHICLE FEE	29,000.00	.00	21,946.65	75.68	7,053.35
03-00-3203	STREET MTR VEHICLE PRORAT	.00	.00	.00	.00	.00
03-00-3206	LB 610 GAS TAX	5,256.00	.00	.00	.00	5,256.00
03-00-3208	STREET OTHER STATE REV	.00	.00	.00	.00	.00
03-00-3306	STREET REIM/REFUNOS	.00	.00	12,327.65	.00	12,327.65-
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	3,351.00	.00	3,351.00-
03-00-3335	STREET CITY SALES TAX	50,000.00	4,330.56	43,217.96	86.44	6,782.04
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
	DIFFERENCE	<u>439,829.00</u>	<u>32,282.97</u>	<u>315,342.83</u>	<u>71.70</u>	<u>124,486.17</u>
	PROOF	<u>439,829.00</u>	<u>32,282.97</u>	<u>315,342.83</u>	<u>71.70</u>	<u>124,486.17</u>

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTO BALANCE	YTD BALANCE	PERCENT EXPENDEO	UNEXPENDEO
04-00-3321	PAVING WATER SEWER	42,740.00	31,639.61	122,369.27	286.31	79,629.27-
04-00-3331	BOND ISSUE	.00	.00	.00	.00	.00
04-00-3360	MISC REVENUES	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	42,740.00	31,639.61	122,369.27	286.31	79,629.27-
		=====	=====	=====	=====	=====
	PROOF	42,740.00	31,639.61	122,369.27	286.31	79,629.27-
		=====	=====	=====	=====	=====

AGENDA ITEM NO. 23

Budget Reports Submitted by City Treasurer
Expenditures by Department

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENOE0	UNEXPENOE0
01-00-4101	GEN SALARIES	132,000.00	10,795.05	86,312.15	65.39	45,687.85
01-00-4102	GEN HEALTH INSURANCE	25,500.00	1,969.17	12,319.69	48.31	13,180.31
01-00-4103	GEN LIFE INSURANCE	1,000.00	92.54	602.32	60.23	397.68
01-00-4104	GEN PENSION PLAN	4,980.00	514.78	4,032.19	80.97	947.81
01-00-4105	GEN WORKMEN COMP	625.00	.00	.00	.00	625.00
01-00-4106	GEN UNEMPLOYMENT	.00	.00	.00	.00	.00
01-00-4108	GEN FLEX SPENOING PLAN	850.00	67.25	538.00	63.29	312.00
01-00-4111	GEN FICA MATCH	10,100.00	802.91	6,417.27	63.54	3,682.73
01-00-4201	GEN LEGAL EXPENSES	24,000.00	86.87	20,682.42	86.18	3,317.58
01-00-4202	GEN UTILITIES	9,300.00	644.99	5,774.44	62.09	3,525.56
01-00-4203	GEN INSURANCE	7,000.00	.00	9,572.76	136.75	2,572.76-
01-00-4204	GEN MEMBERSHIPS/SUBSCRIP	8,000.00	135.00	375.00	4.69	7,625.00
01-00-4205	GEN MEETING EXPENSES	4,000.00	916.82	2,296.82	57.42	1,703.18
01-00-4206	GEN SERVICES	40,000.00	1,311.56	32,659.87	81.65	7,340.13
01-00-4208	GEN BLDG & GROUNDOS MAINT	6,000.00	1,490.30	2,495.39	41.59	3,504.61
01-00-4209	GEN EQUIP & EQUIP MAINT	8,000.00	684.04	4,035.51	50.44	3,964.49
01-00-4217	GEN ECONOMIC OEVELOP	7,000.00	.00	7,000.00	100.00	.00
01-00-4218	GEN STATUTES & REFERENCE	200.00	.00	130.50	65.25	69.50
01-00-4223	GEN TREE PROGRAM	4,000.00	2,055.30	4,629.95	115.75	629.95-
01-00-4230	GEN SALES TAX	200.00	.00	89.44	44.72	110.56
01-00-4240	GEN REIM/REFUNOS	.00	.00	.00	.00	.00
01-00-4245	GEN ST LIC AND CITY FINES	3,500.00	.00	.00	.00	3,500.00
01-00-4250	GEN SUPPLIES/MATERIALS	5,500.00	506.21	4,039.37	73.44	1,460.63
01-00-4289	GEN SAFETY PROGRAM	200.00	.00	.00	.00	200.00
01-00-4299	GEN MISC EXPENSES	500.00	101.20	1,566.25	313.25	1,066.25-
01-00-4400	GEN CAPITAL OUTLAYS	90,000.00	12,250.00	12,250.00	13.61	77,750.00
01-00-4500	GENERAL DEBT RETIRE PRINC	.00	.00	.00	.00	.00
01-00-4600	GEN DEBT RETIRE-INTEREST	.00	.00	.00	.00	.00
01-00-4700	HANGAR PAYMENT	24,000.00	.00	27,396.25	114.15	3,396.25-
01-00-4800	GEN GRANT & SPECIAL PROJECTS	41,000.00	2,976.75	7,783.00	18.98	33,217.00
01-00-4801	AIRPORT CAPITAL IMPROVEMENTS	162,339.73	.00	.00	.00	162,339.73
01-00-4810	HISTORIC DISTRICT	.00	.00	8.52	.00	8.52-
01-00-4900	GRANT PROGRAMS	.00	.00	.00	.00	.00
01-00-4950	WEST WATER LINE	.00	16,200.00	16,200.00	.00	16,200.00-
	OIFFERENCE	619,794.73	53,600.74	269,207.11	43.43	350,587.62
	PROOF	619,794.73	53,600.74	269,207.11	43.43	350,587.62

CITY OF AUBURN
BUDGET REPORT
CALENDAR 5/2016, FISCAL 8/2015

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDEO
01-02-4101	POLICE SALARIES	.00	.00	.00	.00	.00
01-02-4102	POLICE HEALTH INSURANCE	.00	.00	.00	.00	.00
01-02-4103	POLICE LIFE INSURANCE	.00	.00	.00	.00	.00
01-02-4104	POLICE PENSION PLAN	.00	.00	.00	.00	.00
01-02-4105	POLICE WDRKMEN COMP	.00	.00	.00	.00	.00
01-02-4106	POLICE UNEMPLOYMENT	.00	.00	.00	.00	.00
01-02-4107	POLICE UNIFORM ALLOWANCE	.00	.00	.00	.00	.00
01-02-4108	POLICE FLEX SPENDING PLAN	.00	.00	.00	.00	.00
01-02-4111	POLICE FICA MATCH	.00	.00	.00	.00	.00
01-02-4201	POLICE LEGAL EXPENSES	.00	.00	.00	.00	.00
01-02-4202	POLICE UTILITIES	.00	.00	.00	.00	.00
01-02-4203	POLICE INSURANCE	.00	.00	.00	.00	.00
01-02-4204	POLICE MEMBERSHIPS & SUBS	.00	.00	.00	.00	.00
01-02-4205	POLICE MEETING EXPENSES	.00	.00	.00	.00	.00
01-02-4206	POLICE SERVICES	326,000.00	26,333.34	208,166.70	63.85	117,833.30
01-02-4208	POLICE BLDG & GROUNDS MAI	.00	.00	.00	.00	.00
01-02-4209	POLICE EQUIP & EQUIP MAINT	.00	.00	.00	.00	.00
01-02-4218	POLICE STATUTES & REFEREN	.00	.00	.00	.00	.00
01-02-4240	POLICE REIM/REFUNDS	.00	.00	.00	.00	.00
01-02-4250	POLICE SUPPLIES/MATERIALS	.00	.00	.00	.00	.00
01-02-4299	POLICE MISC. EXPENSES	.00	.00	.00	.00	.00
01-02-4400	POLICE CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-02-4500	POLICE OEBT RETIRE PRIN	.00	.00	.00	.00	.00
01-02-4800	POLICE GRANTS	.00	.00	.00	.00	.00
	DIFFERENCE	<u>326,000.00</u>	<u>26,333.34</u>	<u>208,166.70</u>	<u>63.85</u>	<u>117,833.30</u>
	PROOF	<u>326,000.00</u>	<u>26,333.34</u>	<u>208,166.70</u>	<u>63.85</u>	<u>117,833.30</u>

CITY OF AUBURN
BUDGET REPORT
CALENDAR 5/2016, FISCAL 8/2015

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-05-4101	FIRE DEPT SALARIES	6,000.00	500.00	4,000.00	66.67	2,000.00
01-05-4103	FIRE DEPT LIFE INS	1,525.00	144.32	996.11	65.32	528.89
01-05-4105	FIRE DEPT WORKMEN COMP	2,650.00	.00	.00	.00	2,650.00
01-05-4106	FIRE DEPT UNEMPLOYMENT	.00	.00	.00	.00	.00
01-05-4110	FIRE DEPT OTHER PERSONAL	.00	.00	.00	.00	.00
01-05-4111	FIRE DEPT FICA MATCH	460.00	38.25	306.00	66.52	154.00
01-05-4202	FIRE DEPT UTILITIES	8,000.00	381.90	4,851.21	60.64	3,148.79
01-05-4203	FIRE DEPT INSURANCE	4,800.00	.00	7,441.31	155.03	2,641.31-
01-05-4204	FIRE DEPT MEMBERS/SUB/RECOG	2,500.00	1,192.26	1,192.26	47.69	1,307.74
01-05-4205	FIRE DEPT MEETINGS/TRAININGS	1,750.00	.00	.00	.00	1,750.00
01-05-4206	FIRE DEPT SERVICES	700.00	50.00	400.00	57.14	300.00
01-05-4208	FIRE DEPT BLDG & GROUNDS	3,000.00	.00	880.00	29.33	2,120.00
01-05-4209	FIRE DEPT EQUIP/MAINT/BUNKER G	21,000.00	1,795.00	4,958.78	23.61	16,041.22
01-05-4222	FIRE DEPT CHIEF EXPENSES	1,050.00	.00	.00	.00	1,050.00
01-05-4240	FIRE DEPT REIM/REFUNDS	.00	.00	.00	.00	.00
01-05-4250	FIRE DEPT SUPPLIES	2,200.00	88.00	186.20	8.46	2,013.80
01-05-4299	FIRE DEPT MISC EXPENSES	.00	.00	95.08	.00	95.08-
01-05-4400	FIRE DEPT CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-05-4401	AERIAL TRUCK	46,170.00	3,598.42	58,598.42	126.92	12,428.42-
01-05-4402	PUMPER TRUCK	250,000.00	.00	81,705.00	32.68	168,295.00
01-05-4500	FIRE DEPT DEBT SERV PRINCIP	.00	.00	.00	.00	.00
01-05-4800	FIRE DEPT	.00	.00	.00	.00	.00
01-05-4801	BUNKER GEAR	.00	.00	.00	.00	.00
01-05-4802	FIRE HOSE	.00	.00	.00	.00	.00
	DIFFERENCE	351,805.00	7,788.15	165,610.37	47.07	186,194.63
	PROOF	351,805.00	7,788.15	165,610.37	47.07	186,194.63

CITY OF AUBURN
BUDGET REPORT
CALENDAR 5/2016, FISCAL 8/2015

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-07-4101	PARKS SALARIES	20,000.00	1,140.00	2,782.50	13.91	17,217.50
01-07-4102	PARKS HEALTH INSURANCE	.00	.00	.00	.00	.00
01-07-4103	PARKS LIFE INSURANCE	.00	.00	.00	.00	.00
01-07-4104	PARKS PENSION PLAN	.00	.00	.00	.00	.00
01-07-4105	PARKS WORKMEN COMP	1,200.00	.00	.00	.00	1,200.00
01-07-4106	PARK UNEMPLOYMENT	.00	.00	.00	.00	.00
01-07-4108	PARK FLEX SPENDING PLAN	.00	.00	.00	.00	.00
01-07-4111	PARKS FICA MATCH	1,530.00	87.21	212.87	13.91	1,317.13
01-07-4202	PARKS UTILITIES	14,500.00	1,268.34	9,645.81	66.52	4,854.19
01-07-4203	PARKS INSURANCE	3,400.00	.00	4,387.20	129.04	987.20-
01-07-4204	PARK MEMBERSHIPS & SUB.	.00	.00	.00	.00	.00
01-07-4205	PARKS MEETING EXPENSES	.00	.00	.00	.00	.00
01-07-4206	PARKS SERVICES	2,500.00	310.00	1,040.00	41.60	1,460.00
01-07-4208	PARKS BLDG & GROUNDS MAIN	12,000.00	4,678.58	10,361.07	86.34	1,638.93
01-07-4209	PARKS EQUIP & MAINT	10,000.00	308.10	3,529.06	35.29	6,470.94
01-07-4223	PARK TREE PROGRAM	.00	.00	.00	.00	.00
01-07-4230	PARKS SALES TAX/LDDGING	500.00	.00	399.43	79.89	100.57
01-07-4240	PARKS REIM/REFUNDS	.00	.00	.00	.00	.00
01-07-4250	PARKS SUPPLIES & EQUIP	8,500.00	3,834.74	6,945.41	81.71	1,554.59
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	200,000.00	.00	36,473.82	18.24	163,526.18
01-07-4401	GAME & PARKS RTP	55,000.00	.00	97,090.64	176.53	42,090.64-
01-07-4402	NRD TRAIL PROJECT	10,000.00	.00	72.95	.73	9,927.05
01-07-4403	SANDVOLLEYBALL COURT	.00	.00	.00	.00	.00
01-07-4500	PARK DEBT SERVICING PRINC.	.00	.00	.00	.00	.00
01-07-4800	PARKS STUDY/ENGINEERING	.00	.00	.00	.00	.00
	DIFFERENCE	339,630.00	11,626.97	172,940.76	50.92	166,689.24
	PROOF	339,630.00	11,626.97	172,940.76	50.92	166,689.24

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-09-4105	SR CENTER WORKMEN COMP	.00	.00	.00	.00	.00
01-09-4202	SR CENTER UTILITIES	8,000.00	461.88	4,930.37	61.63	3,069.63
01-09-4203	SR CENTER INSURANCE	1,500.00	.00	.00	.00	1,500.00
01-09-4206	SR CENTER SERVICES	2,500.00	190.00	1,520.00	60.80	980.00
01-09-4208	SR CENTER BLDG & GROUNDS	5,000.00	177.45	1,236.82	24.74	3,763.18
01-09-4209	SR CENTER EQUIP & MAINT	2,000.00	142.94	5,981.92	299.10	3,981.92-
01-09-4250	SR CENTER SUPPLIES/MATER	300.00	.00	130.28	43.43	169.72
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	.00	.00	9,000.00
	DIFFERENCE	28,300.00	972.27	13,799.39	48.76	14,500.61
	PROOF	28,300.00	972.27	13,799.39	48.76	14,500.61

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-51-4101	LIBRARY SALARIES	71,000.00	5,633.40	44,705.28	62.97	26,294.72
01-51-4102	LIBRARY HEALTH INSURANCE	7,400.00	414.37	4,170.23	56.35	3,229.77
01-51-4103	LIBRARY LIFE INSURANCE	285.00	28.17	180.90	63.47	104.10
01-51-4104	LIBRARY PENSION PLAN	2,780.00	225.25	2,007.75	72.22	772.25
01-51-4105	LIBRARY WORKMEN COMP	230.00	.00	.00	.00	230.00
01-51-4106	LIBRARY UNEMPLOYMENT	.00	.00	.00	.00	.00
01-51-4108	LIBRARY FLEX SPENDING	.00	.00	.00	.00	.00
01-51-4111	LIBRARY FICA MATCH	5,440.00	422.18	3,355.15	61.68	2,084.85
01-51-4201	LIBRARY LEGAL	.00	.00	.00	.00	.00
01-51-4202	LIBRARY UTILITIES	8,000.00	440.16	5,092.61	63.66	2,907.39
01-51-4203	LIBRARY INSURANCE	3,500.00	.00	3,094.46	88.41	405.54
01-51-4204	LIBRARY MEMBERSHIPS/SUB	550.00	.00	422.20	76.76	127.80
01-51-4205	LIBRARY MEETING EXPENSES	400.00	.00	88.80	22.20	311.20
01-51-4206	LIBRARY SERVICES	9,000.00	580.25	4,835.52	53.73	4,164.48
01-51-4208	LIBRARY BLDG & GROUNDS	7,600.00	1,229.90	4,343.63	57.15	3,256.37
01-51-4209	LIBRARY EQUIP & MAINT	4,000.00	.00	2,028.61	50.72	1,971.39
01-51-4228	LIBRARY BOOKS/AVS	14,000.00	1,450.48	10,469.31	74.78	3,530.69
01-51-4230	LIBRARY SALES TAX	60.00	.00	36.87	61.45	23.13
01-51-4240	LIBRARY REIM/REFUNDS	.00	.00	.00	.00	.00
01-51-4250	LIBRARY SUPPLIES/MATERIALS	6,000.00	651.15	3,628.96	60.48	2,371.04
01-51-4299	LIBRARY MISC EXPENSES	500.00	.00	35.45	7.09	464.55
01-51-4400	LIBRARY CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-51-4800	LIBRARY GRANTS	.00	.00	.00	.00	.00
01-51-4999	LIBRARY TRANS OUT (LOAN)	6,000.00	.00	.00	.00	6,000.00
	DIFFERENCE	146,745.00	11,075.31	88,495.73	60.31	58,249.27
	PROOF	146,745.00	11,075.31	88,495.73	60.31	58,249.27

CITY OF AUBURN
BUDGET REPORT
CALENDAR 5/2016, FISCAL 8/2015

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-52-4101	SWIM POOL SALARIES	58,150.00	2,333.26	2,333.26	4.01	55,816.74
01-52-4105	SWIM POOL WORKMEN COMP	2,400.00	.00	.00	.00	2,400.00
01-52-4107	SWIM POOL UNIFORMS	1,100.00	1,164.89	1,164.89	105.90	64.89-
01-52-4111	SWIM POOL FICA MATCH	4,450.00	178.50	178.50	4.01	4,271.50
01-52-4202	SWIM POOL UTILITIES	12,000.00	262.27	2,886.22	24.05	9,113.78
01-52-4203	SWIM POOL INSURANCE	2,500.00	.00	4,007.14	160.29	1,507.14-
01-52-4206	SWIM POOL SERVICES	3,000.00	1,410.00	1,455.00	48.50	1,545.00
01-52-4208	SWIM POOL BLDG & GROUNDS	3,000.00	84.98	122.57	4.09	2,877.43
01-52-4209	SWIM POOL EQUIP & MAINT	5,000.00	.00	748.00	14.96	4,252.00
01-52-4230	SWIM POOL SALES TAX	3,500.00	.00	1,087.79	31.08	2,412.21
01-52-4240	SWIM POOL REIM/REFUNDS	.00	.00	.00	.00	.00
01-52-4250	SWIM POOL SUPPLIES/MATER	15,000.00	558.26	793.72	5.29	14,206.28
01-52-4299	SWIM POOL MISC EXPENSES	500.00	175.00	255.00	51.00	245.00
01-52-4400	SWIM POOL CAPITAL OUTLAYS	224,500.00	.00	53,328.90	23.75	171,171.10
	DIFFERENCE	<u>335,100.00</u>	<u>6,167.16</u>	<u>68,360.99</u>	<u>20.40</u>	<u>266,739.01</u>
	PROOF	<u>335,100.00</u>	<u>6,167.16</u>	<u>68,360.99</u>	<u>20.40</u>	<u>266,739.01</u>

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
03-00-4101	STREET SALARIES	115,000.00	9,288.98	75,760.79	65.88	39,239.21
03-00-4102	STREET HEALTH INSURANCE	14,520.00	1,648.55	10,792.67	74.33	3,727.33
03-00-4103	STREET LIFE INSURANCE	600.00	59.88	386.00	64.33	214.00
03-00-4104	STREET PENSION PLAN	5,000.00	331.66	2,852.47	57.05	2,147.53
03-00-4105	STREET WORKMEN COMP	9,177.00	.00	.00	.00	9,177.00
03-00-4106	STREET UNEMPLOYMENT	.00	.00	.00	.00	.00
03-00-4108	STREET FLEX SPENDING PLAN	.00	.00	.00	.00	.00
03-00-4110	STREET OTHER PERSONAL EX	100.00	.00	62.86	62.86	37.14
03-00-4111	STREET FICA MATCH	8,086.00	700.31	5,705.61	70.56	2,380.39
03-00-4201	STREET LEGAL EXPENSES	.00	.00	.00	.00	.00
03-00-4202	STREET UTILITIES	8,500.00	479.88	5,791.95	68.14	2,708.05
03-00-4203	STREET INSURANCE	5,500.00	.00	14,627.64	265.96	9,127.64-
03-00-4204	STREET MEMBERSHIPS/SUBS	.00	.00	.00	.00	.00
03-00-4205	STREET MEETING EXPENSES	.00	.00	.00	.00	.00
03-00-4206	STREET SERVICES	5,000.00	30.00	4,343.42	86.87	656.58
03-00-4208	STREET BLDG & GR MAINT	500.00	.00	16.18	3.24	483.82
03-00-4219	STREET ROAD MAINT BY OTHER	.00	.00	.00	.00	.00
03-00-4220	STREET SNOW REMOVAL DTH	4,000.00	.00	4,070.00	101.75	70.00-
03-00-4230	STREET SALES TAX	.00	.00	.00	.00	.00
03-00-4231	STREET ROAD EQUIP PARTS	12,000.00	241.99	7,224.77	60.21	4,775.23
03-00-4232	STREET ROAD EQUIP LABOR	4,000.00	9.00	3,418.90	85.47	581.10
03-00-4233	STREET FREIGHT & EXPRESS	.00	.00	.00	.00	.00
03-00-4234	STREET OTHER EQUIP REPAIRS	.00	.00	.00	.00	.00
03-00-4240	STREET REIM MEALS/REFUNDS	100.00	.00	.00	.00	100.00
03-00-4250	STREET SUPPLIES	100.00	.00	.00	.00	100.00
03-00-4251	STREET POSTAGE	.00	.00	.00	.00	.00
03-00-4252	STREET OFFICE SUPPLIES	.00	.00	.00	.00	.00
03-00-4254	STREET CLEANING SUPPLIES	.00	.00	.00	.00	.00
03-00-4256	STREET CHEMICAL SUPPLIES	1,500.00	221.01	261.00	17.40	1,239.00
03-00-4257	STREET MEDICAL SUPPLIES	.00	.00	.00	.00	.00
03-00-4258	STREET SHOP SUPPLIES	1,100.00	22.99	1,115.03	101.37	15.03-
03-00-4259	STREET SHOP TOOLS	1,000.00	.00	425.15	42.52	574.85
03-00-4260	STREET SMALL TOOLS	.00	.00	.00	.00	.00
03-00-4265	STREET PLUMBING SUPPLIES	.00	.00	.00	.00	.00
03-00-4271	STREET GASLINE	20,000.00	499.50	6,090.63	30.45	13,909.37
03-00-4272	STREET OIL/GREASE/ETC	1,500.00	.00	355.80	23.72	1,144.20
03-00-4273	STREET TIRES & TIRE REPAIR	3,000.00	.00	886.85	29.56	2,113.15
03-00-4274	STREET ASPHALTIC MATERIALS	35,000.00	.00	2,863.93	8.18	32,136.07
03-00-4275	STREET GRAVEL & BORROW	6,000.00	687.82	5,680.61	94.68	319.39
03-00-4276	STREET SNOW/SAFETY FENCE	.00	.00	.00	.00	.00
03-00-4277	STREET CONCRETE	10,000.00	1,090.63	2,665.00	26.65	7,335.00
03-00-4278	STREET CULVERTS	500.00	.00	94.99	19.00	405.01
03-00-4279	STREET STEEL PRODUCTS	200.00	32.85	133.68	66.84	66.32
03-00-4280	STREET LUMBER	100.00	.00	.00	.00	100.00
03-00-4283	STREET SIGNS	600.00	.00	515.82	85.97	84.18
03-00-4284	STREET SIGN POSTS	.00	.00	.00	.00	.00
03-00-4285	STREET GUIDE POSTS & DELIN	.00	.00	.00	.00	.00
03-00-4286	STREET SIGNALS	.00	.00	.00	.00	.00
03-00-4287	STREET PAVEMENT MARKING	1,500.00	.00	.00	.00	1,500.00
03-00-4288	STREET FLARES/FLAGS/BARRI	100.00	.00	.00	.00	100.00
03-00-4289	STREET SAFETY PRDGRAM	350.00	23.84	179.91	51.40	170.09

CITY OF AUBURN
BUDGET REPORT
CALENDAR 5/2016, FISCAL 8/2015

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	4,000.00	66.67	2,000.00
03-00-4299	STREET MISC SUPPLIES & MAT	500.00	5.00	259.31	51.86	240.69
03-00-4300	STREET CAPITAL IMPROVE.	110,000.00	3,857.83	3,857.83	3.51	106,142.17
03-00-4400	STREET CAPITAL OUTLAYS	106,000.00	.00	97,500.00	91.98	8,500.00
03-00-4500	STREET DEBT SERV PRINC	115,000.00	115,000.00	115,000.00	100.00	.00
03-00-4600	STREET DEBT SERV INTEREST	4,000.00	1,943.75	3,887.50	97.19	112.50
03-00-4700	STREET BOND/WARRANTS	.00	.00	.00	.00	.00
	DIFFERENCE	616,133.00	136,675.47	380,826.30	61.81	235,306.70
	PROOF	616,133.00	136,675.47	380,826.30	61.81	235,306.70

CITY OF AUBURN
BUDGET REPORT
CALENDAR 5/2016, FISCAL 8/2015

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
04-00-4206	STREET IMPROVEMENT SERVICES	.00	.00	15.00	.00	15.00-
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	220,000.00	.00	.00	.00	220,000.00
04-00-4600	ST IMPROVE DEBT SERV INTEREST	22,837.50	.00	11,418.75	50.00	11,418.75
04-00-4700	ST IMPROVE DEBT OTHER	.00	.00	.00	.00	.00
	DIFFERENCE	<u>242,837.50</u>	<u>.00</u>	<u>11,433.75</u>	<u>4.71</u>	<u>231,403.75</u>
	PROOF	<u>242,837.50</u>	<u>.00</u>	<u>11,433.75</u>	<u>4.71</u>	<u>231,403.75</u>

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

FOR THE MONTH OF MAY 2016

Total Number of Calls within the City of Auburn	131
Total Number of Ordinance/Animal Calls	37
Total Number of Actual Criminal Cases Reported/Initiated	13

Respectfully submitted,



Brent Lottman
Sheriff

City of Auburn
TIF Activity
Report Date 5-31-16

Date	Description	Account Activity	Auburn 1	Auburn 1 Project #2 SE Corner	Terrace Heights I	Terrace Heights II	Auburn Bowling Center I	Auburn Bowling Center II	Hemmingse Funeral Home	Northwest Sanitary Sewer	West Project	Orschein
3/31/2016	Balance	\$ 920,907.41	\$ 707,011.88	\$ 25,929.03	\$ 79,596.33	\$ 7,499.77	\$ -	\$ -	\$ 45,871.01	\$ -	\$ 54,637.57	\$ 361.82
4/1/2016	Eagles Loan Payment	\$ 88.67	\$ 88.67									
4/13/2016	Reim City/Engineering	\$ (30,360.00)									\$(30,360.00)	
4/15/2016	Co. Collections	\$ 8,984.88	\$ 8,551.98	\$ 112.35	\$ 19.02	\$ 20.43	\$ 6.37		\$ 13.09		\$ 246.05	\$ 15.59
4/15/2016	Co. Collections (Trans.)	\$ 6.37	\$ 6.37				\$(6.37)					
4/30/2016	Interest on Accl.	\$ 112.71	\$ 89.04	\$ 3.38	\$ 10.14	\$ 1.13			\$ 5.64		\$ 3.38	
5/2/2016	Eagles Loan Payment	\$ 88.67	\$ 88.67									
5/13/2016	Co. Collections	\$ 64,106.06	\$ 36,337.33	\$ 1,502.90	\$ 9,348.83	\$ 10,039.82	\$ 3,132.82		\$ 303.79		\$ 3,078.75	\$ 361.82
5/13/2016	Co. Collections (Trans.)	\$ 3,132.82	\$ 3,132.82				\$(3,132.82)					
5/31/2016	Interest on Accl.	\$ 119.31	\$ 93.06	\$ 3.58	\$ 10.74	\$ 2.39			\$ 5.96		\$ 3.58	
4/30/2016	Balance	\$ 964,047.71	\$ 755,399.82	\$ 27,551.24	\$ 88,985.06	\$ 17,563.54	\$ -		\$ 46,199.49		\$ 27,609.33	\$ 739.23

AGENDA ITEM
NO 24

x

x