

AGENDA FOR THE REGULAR MEETING OF
THE MAYOR AND CITY COUNCIL OF THE
CITY OF AUBURN, NEMAHA COUNTY,
NEBRASKA, TO BE HELD AT 7:00 P.M.
MARCH 12, 2012

1. **PLEDGE OF ALLEGIANCE**

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

3. **ROLL CALL**

4. **RECOGNITION OF VISITORS***

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

The Council may make and enforce reasonable rules and regulations regarding the conduct of persons attending its meetings and regarding their privilege to speak. The Council is not required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

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

6. **APPROVAL OF FINANCIAL REPORT.**

7. **CLAIMS.**

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

9. **NORMA BAKER** regarding heavy traffic on G Street and 10th Street.

10. **KIM BEGER/DEB REIMAN** – requesting the use of the empty lot at 1903/1905 N Street for nature learning stations.

11. **7:00 P.M., or as soon thereafter as possible – PUBLIC HEARING** on Class B – Beer Off Sale Only License for Farmer’s Cooperative dba Farmers Cooperative at 922 J Street, Auburn, Nebraska.

Action on said Public Hearing.

12. **APPROVE** Plans/Specs and **Authorize** engineers to get bids. (JEO Consulting Group Inc.)

13. **MOTION/RESOLUTION** to approve Keno Operating agreement with Zeilinger Keno Inc., including authorization of the keno operating account and approval of American Legion Post No. 23 as a satellite location.

14. **RESOLUTION** to approve use of Community Development Block Grant Commercial Rehab Funding as suggested by the Revitalization Review Committee – **Authorize** mayor to sign MOUs (Auburn 10-DTR-105).
15. **ORDINANCE(S)** to amend General Provisions of Parking Rules, Sections 74.01 to 74.16 of Chapter 74 of the City Code of Ordinances.
16. **REPORTS/RECOMMENDATIONS** - - From Dept. Heads.
 - a. Street Department –
 - b. Fire Department –
 - c. Police Department –
 - d. Library –
 - e. Treasurer –
17. **REPORTS/RECOMMENDATIONS** - - From Committees.
 - a. Street –
 - b. Keep Auburn Beautiful -
 - c. Economic Development –
 - d. Safety Committee –
 - e. Building Committee -
 - f. Legislative –
 - g. Other Committees & Reports –
18. **APPOINTMENT(S)/REAPPOINTMENT(S)** –
 - Part Time Police Officer
19. **ADJOURNMENT.**

Possible Motion Format 3-12-12

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

POSSIBLE MOTION: I move to dispense with the reading of the February 27, 2012, meeting's minutes and to approve the same as written (or as amended)

6. **APPROVAL OF FINANCIAL REPORT.**

POSSIBLE MOTION: I move to approve the financial report

7. **CLAIMS.**

POSSIBLE MOTION: I move to approve the 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)/trainings as requested

9. **NORMA BAKER** regarding heavy traffic on G Street and 10th Street.

10. **KIM BEGER/DEB REIMAN** – requesting the use of the empty lot at 1903/1905 N Street for nature learning stations.

POSSIBLE MOTION: I move to approve the request to use the empty lot at 1903/1905 N Street for nature learning stations

11. **7:00 P.M., or as soon thereafter as possible – PUBLIC HEARING** on Class B – Beer Off Sale Only License for Farmer's Cooperative dba Farmers Cooperative at 922 J Street, Auburn, Nebraska. **Action** on said Public Hearing.

POSSIBLE MOTION: I move for approval of the Class B-Beer Off Sale Only License for Farmer's Cooperative dba Farmers Cooperative at 922 J Street.

12. **APPROVE** Plans/Specs and **Authorize** engineers to get bids. (JEO Consulting Group Inc.)

POSSIBLE MOTION: I move to approve the plans and specifications for the 2012 Street Improvements-Asphaltic Concrete Overlay project prepared by JEO Consulting Group Inc. and authorize the engineers to get bids

13. **MOTION/RESOLUTION** to approve Keno Operating agreement with Zeilinger Keno Inc., including authorization of the keno operating account and approval of American Legion Post No. 23 as a satellite location.

POSSIBLE MOTION: I move to approve the Resolution/Agreement No. 8-12 with Zeilinger Keno Inc., including authorization of the keno operating account and approval of American Legion Post No. 23 as a satellite location

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

POSSIBLE MOTION: I move to approve the use of Auburn 10-DTR-105 Community Development Block Grant Commercial Rehab funding as suggested by the Revitalization Review Committee by the passage and adoption of Resolution No. 7-12

15. **ORDINANCE(S)** to amend General Provisions of Parking Rules, Sections 74.01 to 74.16 of Chapter 74 of the City Code of Ordinances.

POSSIBLE ACTION: (Ordinance Record-Ordinance No. 3-12)

POSSIBLE ACTION: (Ordinance Record-Ordinance No. 4-12)

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

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

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

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

23. **ADJOURNMENT.**

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

The Mayor and Council of the City of Auburn, Nemaha County, Nebraska, were called to meet at the City Hall at 1101 "J" Street on February 27, 2012, at 7:00 o'clock P.M., in Regular Meeting, open to the general public. Advance notice of said Regular Meeting, the designated method of giving notice including the agenda for said meeting, or the availability thereof having been posted at the west front door of the City Hall, at the east door of the Nemaha County Courthouse and in the Auburn State Bank, and having been transmitted to all members of the City Council, all done on or before February 24, 2012. Mayor Scott Kudrna presided over the meeting. The City Clerk of the City of Auburn, Nemaha County, Nebraska, recorded the proceedings

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

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

Council Member Billings moved to dispense with the reading of the January 23, 2012 meeting's minutes and to approve the same as written. The foregoing motion was seconded by Council Member Holtzman and upon roll call vote, the following Council Members voted "YEA": Bishop, Clark, Critser, Erickson, Holtzman, and Billings. The following voted "NAY": No one. Motion: Carried.

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

The following claims were presented before the Council for ratification: Captain Handy, Se-395.00; Action Technology Services Inc, Se-300.00; American Family Life Assurance Co., Wh-81.32; Auburn State Bank, Bond Payment-5721.25; Consolidated Management Co. Su-74.00; NE Dept of Revenue, Keno Tax-183.00; The Standard, Ins-373.21; Verizon Wireless, Se-52.40; American Recycling & Sanitation, Se-183.50; Auburn Senior Center Inc., Transfer-5000.00; Black Hills Energy, Ut-440.01; Blue Cross-Blue Shield, Ins-9133.00; Board of Public Works, Ut-4747.42; Cline Williams, CRA Se-93.00; Consolidated Management Co., Su-292.75; Five Nines Technology Group, Se-103.70; Heather Koeneke, Reim-30.00; Linda Bantz, Se-309.00; Mark Harms, Ex-500.00; Nemaha County, Se-4693.47; Nemaha County Ag. Society, Fe-40.00; PGH & G Attorneys at Law, Se-276.00; Region V-SENDS, Se-325.00; Rixstine Recognition, Su-Se-1107.50; Southeast NE Development District, Se-4470.38; Time Warner Cable, Se-190.04; UNO, Reg-223.00; Windstream, Ut-142.53; Wright Express, Su-2798.44. The following claims (not previously approved by motion or resolution) were presented: Alamar Uniforms, Su-Equip-33.49; Amazon, Bk-731.90; American Legal Publishing, Se-275.63; Auburn Memorial Library Petty Cash, Su-128.22; Auburn Newspapers, Se-473.83; Baker & Taylor, Bk-202.25; Beard's Salvage, Su-73.00; Board of Public Works, Ut-Maint-4485.43; Bobcat of Omaha, Su-70.52; Carroll Distributing, Ex-198.00; Casey Agency Inc., Ins-391.00; Consolidated Management Co., Su-97.25; D & S Tires Inc., Se-Su-335.00; Demco, Su-68.05; Eggers Brothers Inc., Su-616.35; Farmers Union Cooperative, Su-16.78; First National Bank, Add to CD balance-207.95; Five Nines Technology Group, Se-151.25; Food Network Magazine, Sub-15.00; General Fire and Safety Equipment, Se-359.50; JEO Consulting Group Inc., Se-5060.00; Kapco, Su-105.76; Kustom Signals Inc., Su-70.00; Lynch's Hardware & Gifts, Su-103.83; Mellage Repair, Su-Se-212.69; Nebraska Environmental Products, Su-3051.58; Department of Health & Human Services, Permits-80.00; Nemaha County Clerk, Reim-1648.48; Nemaha County Court, Ex-17.00; Nemaha County Sheriff Department, Salary-7054.72; OCLC Inc., Sub-97.75; Orscheln, Su-131.56; Pamida Inc., Su-75.25; Petersens Auto Repair, Su-Re-60.40; Petty Cash, Se-Reim-Su-129.56; Sack Lumber Co., Su-44.24; Steve Abernathy, Se-1028.86; Sunmart, Su-34.99; Arbor Day Foundation, Su-34.90; The Standard, Ins-370.06; Time Warner Cable, Ut-210.66; Town & Country Vet Clinic, Se-270.00; Tri State Office Products, Su-157.43; Xerox Corporation, Su-Se-304.45.

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 Erickson moved to approve the claim submitted by Captain Handy in the amount of \$395.00. The foregoing motion was seconded by Council Member Bishop and upon roll call vote, the following Council Members voted "YEA": Critser, Erickson, Billings, Bishop and Clark. The following voted "NAY": No one. Council Member Holtzman abstained from voting on said claim. Motion: Carried.

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

A request was presented to allow Tree Board Member Pam Allison's attendance at the 2012 Tree Care Workshop to be held March 29, 2012 in Omaha. Council Member Erickson moved to allow attendance at the meeting/training as requested. The foregoing motion was seconded by Council Member Holtzman and upon roll call vote, the following Council Members voted "YEA": Holtzman, Billings, Bishop, Clark, Critser, and Erickson. The following voted "NAY": No one. Motion: Carried.

Mayor Kudrna appointed Nick Goering to the Auburn Volunteer Fire Department. Upon calling the roll, the following Council Members voted "YEA": Billings, Bishop, Clark, Critser, Erickson, and Holtzman. The following voted "NAY": No one. Appointment: Confirmed.

Todd Zeilinger with Zeilinger Keno Inc. was present and answered questions regarding his proposal to operate a keno-style lottery for the City. Rachele Emshoff advised those in attendance that Hickory Road BBQ is interested in being a local sales outlet operator for Zeilinger Keno Inc. A proposal from Lotto Nebraska was also filed with the City. Following discussion, Council Member Erickson moved to accept the proposal of Zeilinger Keno Inc. for the operation of a municipal keno lottery with a sales outlet at Hickory Road BBQ subject to the approval of the written agreement between the City and the operator. The foregoing motion was seconded by Council Member Bishop and upon roll call vote, the following Council Members voted "YEA": Bishop, Clark, Critser, Erickson, Holtzman, and Billings. The following voted "NAY": No one. Motion: Carried.

Following discussion, Council Member Erickson moved to approve the expenditure of up to \$63,000 of Keno funds for a digital projector to be used at the State Theater owned by the Auburn Public Schools with \$33,000 given up front and the additional \$30,000 after the seating is installed. The foregoing motion was seconded by Council Member Billings and upon roll call vote, the following Council Members voted "YEA": Erickson, Holtzman, Billings, and Bishop. The following voted "NAY": Clark and Critser. Motion: Carried.

Council Member Holtzman moved to approve the use of Auburn 10-DTR-105 Community Development Block Grant Commercial Rehab funding as suggested by the Revitalization Review Committee by the passage and adoption of Resolution No. 5-12. The foregoing motion was seconded by Council Member Bishop and upon roll call vote, the following Council Members voted "YEA": Holtzman, Billings, Bishop, Clark, Critser, and Erickson. The following voted "NAY": No one. Motion: Carried. A true, correct and complete copy of said resolution is as follows:

RESOLUTION NO. 5-12

Comm Rehab Grant & Loans Aub 10-DTR-105

To Approve Use of Community Development Block Grant Commercial Rehab Funding as Suggested by the Revitalization Review Committee

Suggested Actions of Revitalization Review Committee on February 27, 2012:

Property #11 (1920 O Street): grant \$4,220.25, match of \$1,406.75
 Property #13 (911 Central Ave.): grant \$3,188.00, loan \$3,187.00, match of \$2,125.00
 Property #14 (1403 19th Street): grant \$3,000, match of \$1,000.00
 Property #15a. (1423 19th Street): grant \$5,400.00, match of \$1,800.00
 Property #15b. (1816 "O" Street): grant \$1,500.00, match of \$500.00
 Project #16 (1108 "J" Street): grant \$900.00, match of \$300.00
 Project #17 (1106 "J" Street): grant \$2,175.00, match of \$725.00
 Project #18 (921 Central Avenue): grant \$8,625.00, match of \$2,875.00

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Auburn, Nebraska hereby approves a total granted amount of \$29,008.25 and total loaned amount of \$3,187.00 to the seven Round #4 applicants (8 properties) subject to the City's CDBG Downtown Revitalization Plan, program guidelines and regulatory provisions governing the Downtown Revitalization Plan and subject to the specific MOU's signed regarding each applicant.

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

Council Member Bishop moved to approve CDBG #10-DTR-105 Drawdown #4 in the amount of \$2,025 and the related claims. The foregoing motion was seconded by Council Member Holtzman and upon roll call vote, the following Council Members voted "YEA": Billings, Bishop, Clark, Critser, Erickson, and Holtzman. The following voted "NAY": No one. Motion: Carried.

Council Member Billings moved to approve CDBG #09-HO-6047 (Citywide Owner-Occupied Housing Rehabilitation Program) Drawdown #23 in the amount of \$1,525 and the related claims. The foregoing motion was seconded by Council Member Bishop and upon roll call vote, the following Council Members voted "YEA": Bishop, Clark, Critser, Erickson, Holtzman, and Billings. The following voted "NAY": No one. Motion: Carried.

Council Member Erickson moved to approve CDBG #09-HO-6047 (Citywide Owner-Occupied Housing Rehabilitation Program) Drawdown #24 in the amount of \$1,733 and the related claims. The foregoing motion was seconded by Council Member Bishop and upon roll call vote, the following Council Members voted "YEA": Clark, Critser, Erickson, Holtzman, Billings, and Bishop. The following voted "NAY": No one. Motion: Carried.

Council Member Bishop moved to accept the recommendation of KAB the City Council and proceed with the grant application process for a 2012 Citywide Owner-Occupied Housing Rehabilitation grant program. The foregoing motion was seconded by Council Member Holtzman and upon roll call vote, the following Council Members voted "YEA": Critser, Erickson, Holtzman, Billings, Bishop, and Clark. The following voted "NAY": No one. Motion: Carried.

Public Hearing was held on the Board of Public Works Reconciliation Statements for Water Departments regarding the adopted proprietary budget for the previous fiscal year. General Manager Dave Hunter presented the information and answered questions. Following the public hearing, Council Member Erickson moved to approve the Board of Public Works Proprietary Function Reconciliation Statement and authorize the publication of said statement. The foregoing motion was seconded by Council Member Bishop and upon roll call vote, the following Council Members voted "YEA": Erickson, Holtzman, Billings, Bishop, Clark, and Critser. The following voted "NAY": No one. Motion: Carried.

Council Member Erickson moved to approve the Waiver and Fine Schedule for City Code Violations by the passage and adoption of Resolution No. 6-12. The foregoing motion was seconded by Council Member Holtzman and upon roll call vote, the following Council Members voted "YEA": Holtzman, Billings, Bishop, Critser, and Erickson. The following voted "NAY": Clark. Motion: Carried. A true, correct and complete copy of said resolution is as follows:

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

WHEREAS, the City of Auburn desires to update and amend its Waiver and Fine Schedule for Commonly Encountered Violations within the City;

WHEREAS, the said Waiver and Fine Schedule has not been updated since February, 2001;

WHEREAS, the City understands that said proposed schedule stated herein needs to be agreed to and approved by the Nemaha County Court Judge to become effective;

<u>City Code</u>	<u>Description/Prohibited Act</u>	<u>Fine</u>
§ 99.36	Garbage-Control of Disposal, Accumulation, Trash Service Required	\$75, 1st Off., \$100, 2nd Off., \$150, 3rd & each subsequent Off.
§ 70.036	Possess Alcohol in Unsealed Container	\$75
§ 74.03	Parking on Street, Residential Area	\$25
§ 98.024	Dogs and Cats – License Required	\$50
§ 98.032	Dogs and Cats – Continuous Barking, Howling, Yowling, etc.	\$50
§ 132.01	Disorderly Conduct – Starting Quarrel or Fight or Participating in Same	\$125
§ 134.05	Trespassing – Enter upon any private grounds and to loiter about the same	\$100
§ 133.03	Indecent Exposure – Knowingly & Intentionally cause an indecent exposure of person in public	\$150
§ 132.19	General Curfew Violation	\$25
§ 97.19	Burning – Fireproof trash burner with 1 inch mesh screen required. Burning hours 0700-1600	\$25
§ 93.02	Sidewalks – cleared on snow 5 hours After cessation or by 0830 if Cessation after dark;	\$25

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Auburn, Nebraska, that the above stated Waiver & Fine Schedule for Commonly Encountered Violations within the City is hereby approved and shall become effective upon the approval by the Nemaha County, Nebraska, County Court Judge.

Proposed Ordinance No. 1-12 relating to Sunday Alcohol Sales was presented for consideration. The Mayor announced that the introduction or proposed Ordinance was in order.

ORDINANCE NO. 1-12
Relating to Sunday Alcohol Sales

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

The Regular Meeting date for the Mayor and City Council was changed to the 2nd Monday of the month by the passage and adoption of Ordinance No. 2-12.

ORDINANCE NO. 2-12
Set Regular Meeting Date

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

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

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

There being no further business to come before the Mayor and Council, Council Member Holtzman moved for adjournment to meet at the call of the Mayor. Council Member Erickson seconded the foregoing motion and upon roll call vote, the following Council Members voted "YEA": Billings, Bishop, Clark, Critser, Erickson, and Holtzman. 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 February 27, 2012; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

Sherry Heskett, City Clerk

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 February 27, 2012, at 7:00 o'clock P.M., in Regular Meeting, open to the general public.

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

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

Council approved the January 23, 2012 meeting's minutes as written.

The City Council approved the financial report.

The following claims were presented before the Council for ratification: Captain Handy, Se-395.00; Action Technology Services Inc, Se-300.00; American Family Life Assurance Co., Wh-81.32; Auburn State Bank, Bond Payment-5721.25; Consolidated Management Co. Su-74.00; NE Dept of Revenue, Keno Tax-183.00; The Standard, Ins-373.21; Verizon Wireless, Se-52.40; American Recycling & Sanitation, Se-183.50; Auburn Senior Center Inc., Transfer-5000.00; Black Hills Energy, Ut-440.01; Blue Cross-Blue Shield, Ins-9133.00; Board of Public Works, Ut-4747.42; Cline Williams, CRA Se-93.00; Consolidated Management Co., Su-292.75; Five Nines Technology Group, Se-103.70; Heather Koeneke, Reim-30.00; Linda Bantz, Se-309.00; Mark Harms, Ex-500.00; Nemaha County, Se-4693.47; Nemaha County Ag. Society, Fe-40.00; PGH & G Attorneys at Law, Se-276.00; Region V-SENDS, Se-325.00; Rixstine Recognition, Su-Se-1107.50; Southeast NE Development District, Se-4470.38; Time Warner Cable, Se-190.04; UNO, Reg-223.00; Windstream, Ut-142.53; Wright Express, Su-2798.44. The following claims (not previously approved by motion or resolution) were presented: Alamar Uniforms, Su-Equip-33.49; Amazon, Bk-731.90; American Legal Publishing, Se-275.63; Auburn Memorial Library Petty Cash, Su-128.22; Auburn Newspapers, Se-473.83; Baker & Taylor, Bk-202.25; Beard's Salvage, Su-73.00; Board of Public Works, Ut-Maint-4485.43; Bobcat of Omaha, Su-70.52; Carroll Distributing, Ex-198.00; Casey Agency Inc., Ins-391.00; Consolidated Management Co., Su-97.25; D & S Tires Inc., Se-Su-335.00; Demco, Su-68.05; Eggers Brothers Inc., Su-616.35; Farmers Union Cooperative, Su-16.78; First National Bank, Add to CD balance-207.95; Five Nines Technology Group, Se-151.25; Food Network Magazine, Sub-15.00; General Fire and Safety Equipment, Se-359.50; JEO Consulting Group Inc., Se-5060.00; Kapco, Su-105.76; Kustom Signals Inc., Su-70.00; Lynch's Hardware & Gifts, Su-103.83; Mellage Repair, Su-Se-212.69; Nebraska Environmental Products, Su-3051.58; Department of Health & Human Services, Permits-80.00; Nemaha County Clerk, Reim-1648.48; Nemaha County Court, Ex-17.00; Nemaha County Sheriff Department, Salary-7054.72; OCLC Inc., Sub-97.75; Orscheln, Su-131.56; Pamida Inc., Su-75.25; Petersens Auto Repair, Su-Re-60.40; Petty Cash, Se-Reim-Su-129.56; Sack Lumber Co., Su-44.24; Steve Abernathy, Se-1028.86; Sunmart, Su-34.99; Arbor Day Foundation, Su-34.90; The Standard, Ins-370.06; Time Warner Cable, Ut-210.66; Town & Country Vet Clinic, Se-270.00; Tri State Office Products, Su-157.43; Xerox Corporation, Su-Se-304.45.

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-Uilities; Wh-Withholding.

The City Council approved the claim submitted by Captain Handy in the amount of \$395.00. Council Member Holtzman abstained from voting on said claim.

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 Tree Board Member Pam Allison's attendance at the 2012 Tree Care Workshop to be held March 29, 2012 in Omaha.

The City Council confirmed the appointment of Nick Goering to the Auburn Volunteer Fire Department.

Todd Zeilinger with Zeilinger Keno Inc. was present and answered questions regarding his proposal to operate a keno-style lottery for the City. Rachelle Emshoff advised those in attendance that Hickory Road BBQ is interested in being a local sales outlet operator for Zeilinger Keno Inc. A proposal from Lotto Nebraska was also filed with the City. Following discussion, the City Council approved a motion

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accepting the proposal of Zeilinger Keno Inc. for the operation of a municipal keno lottery with a sales outlet at Hickory Road BBQ subject to the approval of the written agreement between the City and the operator.

With four Council Members (Erickson, Holtzman, Billings, Bishop) voting in favor and two Council Members (Clark, Critser) voting against, approval was given for the expenditure of up to \$63,000 of Keno funds for a digital projector to be used at the State Theater owned by the Auburn Public Schools with \$33,000 given up front and the additional \$30,000 after the seating is installed.

The use of Auburn 10-DTR-105 Community Development Block Grant Commercial Rehab funding as suggested by the Revitalization Review Committee was approved by the passage and adoption of Resolution No. 5-12.

CDBG #10-DTR-105 Drawdown #4 in the amount of \$2,025 and the related claims were approved.

CDBG #09-HO-6047 (Citywide Owner-Occupied Housing Rehabilitation Program) Drawdown #23 in the amount of \$1,525 and the related claims were approved.

CDBG #09-HO-6047 (Citywide Owner-Occupied Housing Rehabilitation Program) Drawdown #24 in the amount of \$1,733 and the related claims were approved.

Upon recommendation of KAB the City Council voted to proceed with the grant application process for 2012 Citywide Owner-Occupied Housing Rehabilitation grant program funding.

Public Hearing was held on the Board of Public Works Reconciliation Statements for Water Departments regarding the adopted proprietary budget for the previous fiscal year. General Manager Dave Hunter presented the information and answered questions. Following the public hearing, the Board of Public Works Proprietary Function Reconciliation Statement was approved and authorization was given for the publication of said statement.

With five Council Members (Holtzman, Billings, Bishop, Critser, Erickson) voting in favor and one Council Member (Clark) voting against, the Waiver and Fine Schedule for City Code Violations was approved by the passage and adoption of Resolution No. 6-12.

Ordinance No. 1-12 relating to Sunday Alcohol Sales was approved.

The Regular Meeting date for the Mayor and City Council was changed to the 2nd Monday of the month by the passage and adoption of Ordinance No. 2-12.

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

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

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.

CALENDAR 2/2012, FISCAL 5/2011

ACCOUNT TITLE	LAST REPORT			BALANCE
	ON HAND	RECEIVED	DISBURSED	
GENERAL CHECKING	260,850.17	124,078.36	74,849.82	310,078.71
STREET CHECKING	57,339.71	30,099.09	24,698.18	62,740.62
STREET BOND/WARRANT CHECKING	94,763.05			94,763.05
TOTAL CHECKING:	412,952.93	154,177.45	99,548.00	467,582.38
TOTAL NSF A/R	.00	.00	.00	.00
TOTAL FIRE DEPT SINKING	8,920.82	.00	.00	8,920.82
TOTAL KENO OPER CHECKING:	.00	.00	.00	.00
TOTAL KENO RESERVE MMA:	50,023.02	7.93	.00	50,030.95
TOTAL KENO CHECKING	71,205.83	8.46	.00	71,214.29
TOTAL CDBG CHECKING	7,967.36	4,471.00	4,470.38	7,967.98
TOTAL CDBG ED MMA:	3,693.55	167.28	.00	3,860.83
TOTAL CDBG HD SAVINGS:	4,915.33	467.27	.00	5,382.60
TOTAL CRA CHECKING	352,837.95	6,943.90	93.00	359,688.85
TOTAL CITY REC CHECKING	63,947.21	.00	.00	63,947.21
GENERAL CD #23810	75,000.00			75,000.00
SPEC PROJECT CD #23925	75,000.00	207.95		75,207.95
GENERAL CD #23924	50,000.00			50,000.00
GENERAL CD #23926	50,000.00			50,000.00
GENERAL CD #23927	50,000.00			50,000.00
GENERAL CD #23928	50,000.00			50,000.00
TOTAL C.D.'S:	350,000.00	207.95	.00	350,207.95
TOTAL CASH ON HAND:	1,326,464.00	166,451.24	104,111.38	1,388,803.86

AGENDA ITEM
 NO 6

AGENDA ITEM
 NO 7

VENDOR NAME	REFERENCE	
	GENERAL FUND	
	ADMIN	
AMERICAN FAMILY LIFE ASSUR CO	GEN AFLAC INS W/H	54.80
AMERICAN RECYCLING SANITATION	CONTAINER SERVICE	145.00
BLUE CROSS-BLUE SHIELD	HEALTH INS	2,067.55
BOARD OF PUBLIC WORKS	ELEC	536.68
		=====
	ADMIN	2,804.03
	POLICE DEPARTMENT	
BLUE CROSS-BLUE SHIELD	HEALTH INS	4,507.39
CONSOLIDATED MANAGE CO	J NEEMAN MEALS	161.75
NEMAHA COUNTY	RENT/DISPATCHING	4,693.47
WINDSTREAM NEBRASKA INC	PHONE	121.55
FLEET SERVICES	FUEL	1,308.93
		=====
	POLICE DEPARTMENT	10,793.09
	FIRE DEPARTMENT	
BOARD OF PUBLIC WORKS	ELEC	687.10
TIME WARNER CABLE	PHONE	83.12
FLEET SERVICES	CARD CHG	10.00
		=====
	FIRE DEPARTMENT	780.22
	PARK DEPARTMENT	
BOARD OF PUBLIC WORKS	ELEC	828.07
TIME WARNER CABLE	PHONE	35.64
FLEET SERVICES	FUEL	67.07
		=====
	PARK DEPARTMENT	930.78
	SR. CENTER DEPARTMENT	
BOARD OF PUBLIC WORKS	ELEC	722.09
		=====
	SR. CENTER DEPARTMENT	722.09
	LIBRARY DEPARTMENT	
BLUE CROSS-BLUE SHIELD	HEALTH INS	952.16
BOARD OF PUBLIC WORKS	ELECTRIC	721.56
LINDA BANTZ	LIBRARY CLEANING	309.00
		=====
	LIBRARY DEPARTMENT	1,982.72
	POOL DEPARTMENT	
BLACK HILLS ENERGY	PHONE	18.60

**** City of Auburn ****
 ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL
BOARD OF PUBLIC WORKS	ELEC	389.67
		=====
	POOL DEPARTMENT	408.27
		=====
	GENERAL FUND	18,421.20
	STREET FUND	
	ADMIN	
AMERICAN FAMILY LIFE ASSUR CO	ST AFLAC INS W/H	26.52
BLACK HILLS ENERGY	NAT GAS	59.82
BLUE CROSS-BLUE SHIELD	HEATHL INS	1,605.90
BOARD OF PUBLIC WORKS	ELEC	874.08
MARK HARMS	USE OF PROPERTY	500.00
VERIZON WIRELESS	PHONE	52.19
FLEET SERVICES	FUEL/NON FUEL	1,081.74
		=====
	ADMIN	4,200.25
		=====
	STREET FUND	4,200.25
		=====
**** PAID TOTAL ****		22,621.45
		=====
***** REPORT TOTAL *****		22,621.45
		=====

ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

AGENDA ITEM
 NO 7

VENDOR NAME REFERENCE

 GENERAL FUND

ADMIN

ANNIE THOMAS	LEAGUE MIDWINTER PARKING	90.04
AUBURN NEWSPAPERS	REAL ESTATE, POOL	280.03
BOARD OF PUBLIC WORKS	BATTERY FOR SIREN 24&0	143.76
FIVE NINES TECHNOLOGY GROUP	T & M SERVICE	238.70
GLENN'S CORNER MARKET	GLOVES	38.00
LEAGUE OF NE MUNICIPALITIES	2012 MIDWINTER CONFERENCE	235.00
MANDY HALL PHOTOGRAPHY	WALL PORTRAIT/FRAME/GLASS	225.73
NEBRASKA FOREST SERVICE	2012 TREE CARE WORKSHOP	40.00
NEBRASKA MUNICIPAL CLERK ASSN.	2011-2012	25.00
PAMIDA INC. 182	CUPS, PLATES, KLEENEX	111.81
PETTY CASH	RUG SERVICE	25.68
RANDY BENNETT	LEGAL EXPENSES	1,944.27
SCOTT KUDRNA	MILEAGE/PARKING (LEAGUE)	91.25
TRI-STATE OFFICE PRODUCTS	PAPER, ENVELOPES, SCISSORS	129.95
XEROX CORPORATION	METER USAGE/METER CHGS	307.68

=====
 ADMIN 3,926.90

POLICE DEPARTMENT

ACTION TECHNOLOGY SERVICES INC	NETWORK SERVICES	300.00
AUBURN HIGH SCHOOL	AUBURN YEAR BOOK	40.00
NEMAHA COUNTY SHERIFF	LAW ENF COVERAGE FEB	3,881.04
PETTY CASH	POSTAGE	3.00
RADAR ROAD TEC	RADAR CERT W/DISCOUNT	140.00

=====
 POLICE DEPARTMENT 4,364.04

PARK DEPARTMENT

AUBURN ELEVATOR CO.	CORN FOR DUCKS	94.86
BOARD OF PUBLIC WORKS	BRASS NIPPLE/BALL VALVE/CAP	104.16
EGGERS BROTHERS INC	KTI TOOLS	18.59
SACK LUMBER COMPANY	1LB SCREWS	59.77

=====
 PARK DEPARTMENT 277.38

SR. CENTER DEPARTMENT

HOBART SALES & SERVICE	DISHWASHER REPAIR	323.82
------------------------	-------------------	--------

=====
 SR. CENTER DEPARTMENT 323.82

LIBRARY DEPARTMENT

AUBURN MEM. LIBRARY PETTY CASH	POSTAGE/ILL	49.40
AUBURN NEWSPAPERS	PRESCHOOL STORYTIME AD	33.00
DEMCO	BOOK COVER	235.05
EAKES OFFICE PLUS	TOWELS, MULTI, BLEACH, 4000CT	56.45
GALE CENGAGE LEARNING	BOOKS	408.44

VENDOR NAME	REFERENCE	VENDOR TOTAL
REIMAN PUBLICATIONS	BOOK	30.98
STEVE ABERNATHY	CONFERENCE ROOM WALL	1,021.17
	LIBRARY DEPARTMENT	1,834.49
	GENERAL FUND	10,726.63
	STREET FUND	
	ADMIN	
EGGERS BROTHERS INC	FAB BUSHINGS	193.62
FILTER CARE	CREDIT	15.70
PETTY CASH	RADIO #16	48.32
SCHNEIDER OK TIRE STORE INC.	MOUNT LOADER TIRE	80.00
STUTHEIT IMPLEMENT CO.	STIHL MS29016 SERNO	49.96
	ADMIN	387.60
	STREET FUND	387.60
**** PAID TOTAL ****		11,114.23
***** REPORT TOTAL *****		11,114.23

3/5/12

AGENDA ITEM
NO 9

Donna Salew

Subjects - Heavy trucks, Cement trucks, Grain trucks, & pole trucks on "P" Street and 10th St which are not a truck route. Also flat bed trucks low boy trucks and sometimes cattle trucks

Received request on 3/5/12, for Monday March 12, 2012, city council meeting

Deb Reiman and Kim Beger, would like to have an agenda item for the Monday March 12, 2012, City Council meeting.

We would like to present to the City Council an idea that we have for the empty lot east of the Courthouse. This was formally Charlie Hahn's building.

We will be working with several educational programs and the Auburn Community Gardens to create an area for children to learn and play with interactive equipment and stations. We will also tell who we are planning on partnering with for this project.

We are asking for the use of this space.

Thank you for your attention.

Kim Beger

NOTICE OF APPLICATION
FOR LIQUOR LICENSE

Notice is hereby given that Farmer's Cooperative dba Farmers Cooperative, 922 J Street, Auburn, Nebraska, has filed with the Nebraska Liquor Control Commission for a Class B – Beer Off Sale Only License at 922 J Street, Auburn, Nebraska; and that said application has been duly forwarded by said Commission to the Municipal Clerk of the City of Auburn, Nebraska, for such action as the Governing Body of said City deems advisable and appropriate.

Hearing on said application will be held before the City Council of the City of Auburn, Nebraska, at the City Hall, 1101 J Street, of said City on the 12th day of March, 2012, at 7:00 o'clock P.M., or as soon thereafter as possible. All persons desiring to give evidence before the local Governing Body in support of or in protest against the issuance of such license may do so at the time of the hearing.

Sherry Heskett
City Clerk
Auburn, Nebraska

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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

AGENDA ITEM
NO 11

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NEBRASKA LIQUOR
CONTROL COMMISSION

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

RETAIL LICENSE(S)

Application Fee \$400 (non refundable)

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

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

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

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name _____ Phone number: _____

Firm Name _____

PREMISE INFORMATION

Trade Name (doing business as) Farmers Cooperative

Street Address #1 ~~992 J Street~~ 922 J Street

Street Address #2 _____

City Auburn County Nemaha #44 Zip Code 68305

Premise Telephone number 402-274-4080

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

city

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

Name Farmers Cooperative

Street Address #1 208 West Depot

Street Address #2 P.O. Box 263

City Dorchester State Nebraska Zip Code 68343

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

READ CAREFULLY

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

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

Length _____ feet

Width _____ feet

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

see attached diagram

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

APPLICANT INFORMATION

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

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

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

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NEBRASKA LIQUOR
CONTROL COMMISSION

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

YES NO

If yes, give name of business and liquor license number Farmers Union Coop Supply Co #B-46271

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

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

YES NO

If yes, give name and license number #B-46271

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

YES NO

If yes:

- a) Attach temporary operating permit (T.O.P.) (form 125)
- b) T.O.P. will only be accepted at a location that currently holds a valid liquor license.

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

YES NO

If yes, list the lender(s) _____

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

YES NO

If yes, explain. (All involved persons must be disclosed on application)

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FEB 1 2012

No silent partners

NEBRASKA LIQUOR CONTROL COMMISSION

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

YES NO

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

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

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

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

Farmers Union Coop Supply Co

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

- a) Individual, applicant only (no spouse)
- b) Partnership, all partners (no spouses)
- c) Corporation, manager only (no spouse) as listed on form 3c
- d) Limited Liability Company, manager only (no spouse) as listed on form 3c

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Donald Alm		

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NEBRASKA LIQUOR
CONTROL COMMISSION

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

- Lease: expiration date _____
- Deed
- Purchase Agreement

14. When do you intend to open for business? February 1, 2012
15. What will be the main nature of business? Gas, beer, food, convenience items
16. What are the anticipated hours of operation? 6am to 9pm closed on Sunday

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Ronald D. Velder Milford, Nebraska	1982	Present			

If necessary attach a separate sheet.

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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock) and spouses. Full (birth) names only, no initials.

Signature of Applicant: Ronald Velder

President
ON NP ORG.

Signature of Spouse

Signature of Applicant

Signature of Spouse

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Signature of Applicant

Signature of Spouse

FEB 1 2012

NEBRASKA LIQUOR CONTROL COMMISSION

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Saline

The foregoing instrument was acknowledged before me this

1-31-12
date

by Dale L. Hayek
name of person acknowledged

Dale L. Hayek
Notary Public signature

GENERAL NOTARY - State of Nebraska
DALE L. HAYEK
My Comm. Exp. Feb. 5, 2015

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

AGENDA ITEM NO. 12

APPROVE Plans/Specs and **Authorize** engineers to get bids. (JEO Consulting Group Inc.)

The Plans, Specifications and Bid Documents for 2012 Street Improvements Asphaltic Concrete Overlay for Auburn, Nebraska and Drawings are available at the City Hall office for review.

RESOLUTION/AGREEMENT NO. 8-12

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

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

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

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

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

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

1. **DEFINITIONS.**

- a. Gross Proceeds. "Gross Proceeds" shall mean the total aggregate receipts received from the conduct of the lottery without any reduction for prizes, discounts, taxes or expenses and shall include any consideration necessary for participation, and the value of any free tickets, games or plays used; but shall not include any amounts received from the sale of concessions or any other legitimate business operations as authorized hereinbelow.
- b. Expenses. "Expenses" shall mean:
 - (1) all costs associated with the purchasing, printing, or manufacturing of any items to be used or distributed in the lottery;
 - (2) all office or clerical expense in connection with the lottery;
 - (3) all promotional expenses for the lottery;
 - (4) all salaries of persons employed to operate, conduct, or supervise the lottery;
 - (5) any rental or lease expense related to the lottery;
 - (6) any fee or commission paid to any person associated with the lottery;

- (7) license fees paid to the department; and
- (8) any other costs associated with the conduct of the lottery, but not including taxes paid pursuant to Neb. Rev. Stat. §9-648 or prizes awarded to participants.
- c. Keno Lottery or Keno-Type Lottery. "Keno Lottery" or "Keno-Type Lottery" shall mean any lottery as permitted by Neb. Rev. Stat. §9-607(1)(c)(ii).
- d. Others. For the purposes of this Agreement and except for those definitions expressly set forth herein, unless the context otherwise requires, the definitions found in the *Nebraska County and City Lottery Act*, Neb. Rev. Stat. §§9-601 et seq., and any rules and regulations promulgated thereunder shall be used.

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

3. **LOTTERY FACILITIES.**

- a. The Keno Contractor agrees to operate a keno-type lottery from such location(s) as approved by the City Council. The owner of the location will be referred to herein as the "Lottery Operator".
- b. The Keno Contractor may not change, or establish additional locations, without the prior approval of the City Council, which approval shall not be unreasonably withheld.
- c. The parties recognize that the liquor and food operations will be conducted separately by Lottery Operator(s). In the event Lottery Operator(s) should discontinue liquor and/or food operations for any reason, then this agreement may, upon application by either party, be amended to provide a different location of play or such other changes as may be required to continue the operation of the keno lottery and as agreed to in writing by the parties herein.
- d. The Keno Contractor shall require Lottery Operator(s) to maintain the premises in a clean and sanitary condition and in conformance with all applicable health and safety laws and regulations. Repeated failure to maintain the premises as required, may result in revocation of the premises as an approved location for the keno lottery.
- e. The Lottery Operator shall execute a Sales Outlet Operator Agreement with the Keno Contractor. In the event the Lottery Operator does not comply with the

terms and conditions of its agreement with the Keno Contractor, the Keno Contractor shall have the right to terminate the Sales Outlet Operator Agreement and cease keno operations at said facility. Such termination of the Lottery Operator due to a breach of the Agreement shall not be deemed a default of this Agreement. In the event that the terminated facility is the only eligible facility in the City, this Agreement shall be suspended until such time as another location becomes eligible, which amount of time will not be unreasonable under the circumstances, or the Lottery Operator's default has been cured and Keno Contractor is satisfied that the default will not occur again in the future. The absence of a location for a Lottery Operator, or location willing to become a Lottery Operator, shall not be deemed a breach of this Agreement and Keno Contractor shall not be required to obtain a license for the conducting of a keno game until an eligible Lottery Operator is secured.

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

5. **LICENSING.**

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

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

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

7. DIVISION OF OPERATION PROCEEDS.

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

(1) Payout is based on a seventy- six percent (76%) payout:

(2) Two percent (2%) of the gross to the Nebraska State Tax Commissioner, paid by Keno Contractor to the City for transmittal by the City Treasurer.

(3) Eight percent (8%) of the gross, paid by Keno Contractor to the City for transmittal to the City Treasurer.

(4) The Keno Contractor's total receipt shall be limited to fourteen percent (14%) of the gross which shall include .25 percent (1/4%) for Federal Excise Tax.

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

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

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

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

- (a) Winners and State Tax
- (b) Eight percent (8%) to the City for its share
- (c) Keno Contractor - For Current Month's payment (Fourteen percent [14%])
- (d) Keno Contractor - For unpaid Keno Contractor's payments due to the payment of prizes in a previous month(s). Said money shall be paid to Keno Contractor in subsequent months until the difference is fully satisfied, without interest.
- (e) Prizes unclaimed, after waiting the time period required by Nebraska law, shall be paid to the City.
- (f) Keno Prize Reserve Account - all of the remaining proceeds.

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

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

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

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

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

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

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

8. RECORD KEEPING AND AUDITING.

- a. The Keno Contractor agrees to maintain or cause to be maintained complete books and records of all operations associated with the operation of the keno lottery, including, but not limited to, all costs and proceeds associated with the keno lottery and concession sales. All books and records must be sufficient to comply with the provisions of the *Nebraska County and City Lottery Act*, Neb. Rev. Stat. §9-601 et seq., and the rules and regulations promulgated thereunder. The Keno Contractor shall submit to the City monthly financial reports for said operation no later than fifteen (15) days following the last day of each month's operation. Such monthly reports shall contain all information, necessary to complete any report required by law, rules, regulations, including information related to proceeds, expenses, taxes, fees, maintenance, and commissions for the month reported. The City may, at its option, request that any report be submitted weekly.
- b. The City shall have the right, without notice, to review and examine all books and records of the Keno Contractor relating to the keno lottery operations, sales of concessions, and other legitimate business operations conducted at the keno lottery locations. If one is required by the Nebraska Department of Revenue's regulations, any annual outside audit of the Keno Contractor's books and records which is conducted pursuant to such rules and regulations shall be paid by the Keno Contractor. The City shall have the right to conduct or cause to be conducted an audit of the Keno Contractor's books and records at any time. If the City elects to conduct an audit, it shall bear any cost incurred by it.
- c. At the City's request, the Keno Contractor agrees to provide to the City, and keep current, financial statements of the Keno Contractor, each officer or director of the

Keno Contractor, each partner of the Keno Contractor, and all shareholders of the Keno Contractor owning greater than five percent (5%) of the outstanding equity of the Keno Contractor. The financial statements of the Keno Contractor shall be prepared by an independent certified public accountant. The Keno Contractor shall prohibit the transfer of its shares or equity interest to anyone not disclosed to the City at the time of submission of its proposal without prior approval of the City.

- d. The Keno Contractor agrees to notify the City within thirty (30) days of the commencement of any litigations, whether civil or criminal, involving the Keno Contractor, any officer, director, or partner of the Keno Contractor, any shareholder of the Keno Contractor, or any keno manager. In addition, the Keno Contractor agrees to notify the City of any violation of the applicable laws, rules and regulations governing keno lottery operations committed by an employee of the Keno Contractor within twenty-four (24) hours of the time the Keno Contractor knows or should have known of the violation.
- e. The Keno Contractor shall be responsible for all federal, state, and local taxes, licensing, and reporting requirements for itself, the City, and lottery winners as provided or permitted by law; except that the City shall be responsible for payment of the two percent (2%) lottery tax imposed upon it pursuant to Neb. Rev. Stat. §9-648, but the Keno Contractor shall prepare any report therefor. The Keno Contractor shall register with the Internal Revenue Service pursuant to §4412 of the IRS Code, and pay the required occupation tax, unless the keno lottery operation conducted by the contractor is not subject to the federal excise tax on wagering imposed under §§4401 et seq. of the Internal Revenue Code of 1954. The Keno Contractor shall submit to the City a copy of all reports of any kind filed with the Nebraska Department of Revenue or the Internal Revenue Service within ten (10) days of such filing.
- f. All gross proceeds of the keno lottery, except that portion paid out in cash prizes of One Thousand Dollars (\$1,000.00) or less, shall be deposited in a separate bank account maintained at a bank of the City's choosing. All expenses and prizes, except cash prize payouts of One Thousand Dollars (\$1,000.00) or less, shall be paid by check drawn on said bank account.
- g. Any change or adjustment of the tax percentage due by the State or Federal government shall require the Keno Contractor and the City to recalculate the percentages paid to the parties out of the remaining gross proceeds after winning tickets. Recalculations shall take effect as of the date the modified tax requirements are imposed.
- h. In the event this Agreement is terminated or forfeited prior to the expiration of its term, the Keno Contractor shall immediately submit to the City a financial report prepared as would otherwise be required showing all required information for the time which has elapsed since the period for which the payment was made. Payment

for said period shall be due to the City with fifteen (15) days following the termination.

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

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

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

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

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

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

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

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

- a. Prior to commencing operation, the Keno Contractor shall, if requested, submit for inspection, testing, and approval all lottery equipment proposed to be used in the keno lottery operation. Said inspections and/or tests shall be conducted by the City or its designate(s), including but not limited to, the Nebraska Department of Revenue, Federal Bureau of Investigation (FBI), other governmental or law enforcement agencies, or independent testing or auditing firms. Any such inspection may be in addition to any required by state law. Inspections or tests may also be conducted at any time during the course of this Agreement by the City or its designate(s) without prior notice. The City retains the right to reject any lottery equipment not meeting its approval. In the event of rejection, the Keno Contractor shall immediately discontinue use of such lottery equipment and provide sufficient lottery equipment to perform its duties under this Agreement.
- b. The Keno Contractor shall be required to install and maintain security devices and measures to ensure the integrity, honesty, and fairness of the keno lottery operation. Such security system is subject to the approval of the City, which approval shall not be unreasonably withheld. The security system is subject to inspection and testing at any time without prior notice in the same manner described in 15(a).
- c. One (1) copy of the detailed plans, drawings, and specifications of the security system, outlining in specific detail the system and devices to be used shall be kept on file, in a secured place, in the office of the Keno Administrator (or other City official). The same shall be available only to individuals authorized by the Keno Administrator, with the concurrence of the Keno Contractor, to have access to the same for the purpose of ensuring compliance with this Agreement, and in particular Paragraph 16(b) above. Any such material shall not be construed to be a public record. The Keno Contractor shall keep this information continually current.

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

17. **DEFAULT.**

- a. The Keno Contractor shall be deemed in default of this Agreement upon happening of any of the following events:
 - (1) Insolvency of the Keno Contractor;
 - (2) The filing of a petition of bankruptcy for the protection, under chapters 7, 11, or 13 of the Bankruptcy Code, of the Keno Contractor, any officer, director, or partner of the Keno Contractor, or any shareholder of the Keno Contractor

owning five percent (5%) or greater of the outstanding equity of the Keno Contractor;

- (3) The conviction of the Keno Contractor, any officer, director, partner, or employee of the Keno Contractor, or any shareholder of the Keno Contractor of a felony or a criminal act relating to the honesty or trustworthiness of the Keno Contractor in performance of this Agreement or in the performance of any other gaming operation. Convictions of other crimes involving moral turpitude or of such a nature as, in the opinion of the City, may in any way adversely reflect upon the keno lottery operation or the City, or in any way give the appearance of impropriety, shall give the City, by and through the City Council, the right to request the removal of any such person. Failure to honor such request will constitute breach of this Agreement;
- (4) The failure to comply with any federal, state, or local law, or rules and regulations;
- (5) Except as set forth in paragraph 3(e) herein, the failure to commence operation as required by this Agreement or the interruption or cessation of operations at any keno lottery location for:
 - (a) A continuous period of more than three (3) days without written approval from the City; or
 - (b) Fifteen (15) days of interruption accumulated during any six (6) month period without approval of the City;
- (6) The failure to provide material information, the furnishing of false information, or the omission of material information as required to be disclosed by the Keno Contractor under this Agreement, the Specifications for Lottery, or the Keno Contractor's proposal;
- (7) Any attempt to evade any material provision of the Agreement, or the practice of any fraud or deceit upon the City or patrons of the keno lottery operation;
- (8) The failure to cooperate with any certified public accountant performing audit functions provided for by this Agreement, the City Council, officials of the Department of Revenue, or any other public authority empowered to monitor or enforce this Agreement; or
- (9) Any breach of this Agreement, all terms of which are stipulated as being material.

18. **PERFORMANCE BOND.** The Keno Contractor shall provide a performance and payment bond in the form of a corporate surety acceptable to the City in the penal sum of Twenty-

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

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

19. LIABILITY AND INDEMNIFICATION.

- a. The Keno Contractor shall bear sole responsibility and shall hold harmless and indemnify the City from all claims, including all sums reasonably expended for attorneys fees in the defenses of any claims or loss arising from the operation of or failure to operate the keno lottery. Such claims shall include, but not be limited to, claims regarding the ownership, selection, possession, use, leasing, renting, operation, control, maintenance, delivery, and installation of equipment provided by the Keno Contractor. The Keno Contractor further agrees to hold harmless and indemnify the City for any and all loss, damage, injury and claims arising and/or resulting from the conduct of keno lottery, including, but not limited to, bodily injury to third parties or damage to property, financial loss by reason of entitlement to or settlement of prizes exceeding net proceeds, failure by the Keno Contractor or its employees and agents to comply with the terms of this Agreement, and all injury or damage that may result from any operations or services rendered under the terms and conditions of this Agreement whether or not resulting from a negligent act or omission of the Keno Contractor.
- b. The Keno Contractor shall bear full responsibility and liability for any and all prizes in the operation of the keno lottery and shall be solely responsible for honoring and paying all prize claims. The Keno Contractor shall pay all prizes in the manner and at the time required by this Agreement or applicable law, rule, or regulation. As specific and primary security for the Keno Contractor's performance of this obligation:
 - (1) Prior to commencing operation, the Operator shall comply with Paragraph 18 herein. In the event the Operator offers a progressive keno game with a prize exceeding the maximum possible prize in a regular game, the Operator must maintain the cash reserve or alternative security in an amount not less than the sum of the maximum prize possible to be won in the regular game plus the amount available to be won in the progressive game.

- (2) The City, by and through the City Council, shall have the right to withdraw amounts from the reserve or security in the event the Keno Contractor fails for any reason to pay legitimate claims or prizes.
- (3) The Keno Contractor shall maintain and replenish the cash reserve or security as necessary to maintain the required reserve. After any drawing upon the reserve security, the Keno Contractor shall replenish the reserve to the required amount before conducting any keno lottery game.
- (4) The City shall bear no responsibility or liability whatsoever for any prize claims and the cash reserve or security is to be maintained solely for the purpose of ensuring a fair and honest keno lottery and to assure the financial responsibility of the Keno Contractor.
- (5) Such reserve shall be invested and maintained by the City subject to the City's withdrawal in a separate FDIC insured bank account which shall be interest bearing, the interest of which shall be credited to the reserve balance. The City alone shall have authority to withdraw funds from such account.
- (6) Any cash reserve for security provided by the Keno Contractor shall be returned to the Keno Contractor after all prizes and claims have been paid and settled at the termination of this Agreement.

20. **TERMINATION.**

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

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

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

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

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

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

26. **ADVERTISING AND PROMOTION.**

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

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

give the City written notice of an intent to invoke the provisions of this paragraph within forty-eight (48) hours of the event impairing the Keno Contractor's ability to perform.

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

A. City Clerk
Auburn City Hall
1101 "J" Street
Auburn, Nebraska 68305

B. Todd Zeilinger
Zeilinger Keno, Inc.
7230 Lancaster Street
Denton NE 68339

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

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

Passed and Approved this 12th day of March, 2012.

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

ATTEST:

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

ZEILINGER KENO, INC.,
a Nebraska Corporation

By: _____ Date: _____
TODD M. ZEILINGER, President

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

SUGGESTED ACTIONS OF REVITALIZATION REVIEW COMMITTEE ON MARCH 6, 2012:

Property #20 (1405 19th Street): grant \$2,307.00, loan of \$2,307.00, match of \$1,538.00

Property #21 (1222 J Street): grant \$8,548.00, loan \$8,548.00, match of \$5,699.00

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

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

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

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

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

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

Passed and adopted on this 12th day of March, 2012

CITY OF AUBURN, NEBRASKA

ATTEST:

Scott Kudrna, Mayor

Sherry Heskett, City Clerk

Scheduled for City Council Action 03/12/12

ORDINANCE NO. 3-12
OF
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

AGENDA ITEM
NO 15

AN ORDINANCE TO AMEND SECTION 74.09 OF THE CITY OF AUBURN, NEBRASKA, CODE OF ORDINANCES TO ELIMINATE PARKING A VEHICLE WITH ITS LEFT-SIDE TO THE CURB OR EDGE OF THE ROAD; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND TO DECLARE AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

SECTION 1. Section 74.09 of the City of Auburn, Nebraska, Code of Ordinances is amended to read as follows:

§ 74.09 CURB PARKING.

(A) Unless otherwise provided for within this Chapter, no vehicle shall park on any street with its left side and or left tires adjacent to the curb or edge of the road.

(B) Vehicles must not be parked at any curb in a position as to prevent another vehicle already parked at the curb from moving away.

(Prior Code, § 5-309) Penalty, see § 74.99

SECTION 2. Any Ordinance, City Code section or parts thereof passed and approved prior to the passage, approval and publication or posting of this Ordinance that are in conflict herewith, are hereby repealed.

SECTION 3. That this Ordinance shall be in full force and effect from and after passage, approval and publication according to law.

Passed and Approved this 12th day of March, 2012.

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

ATTEST:

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

(Seal)

ORDINANCE NO. 4-12
OF
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

AGENDA ITEM
NO 15

AN ORDINANCE TO AMEND SECTION 74.99 OF THE CITY OF AUBURN, NEBRASKA, CODE OF ORDINANCES TO PROVIDE PENALTY FOR GENERAL PROVISIONS OF THE CODE PARKING RULES; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND TO DECLARE AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

SECTION 1. Section 74.99 of the City of Auburn, Nebraska, Code of Ordinances is amended to read as follows:

§ 74.99 PENALTY.

(A) (1) For any offense classified as a handicapped parking infraction, a handicapped parking citation may be issued by any peace officer or by any person designated by ordinance by the City Council to exercise the authority to issue a citation for any handicapped parking infraction.

(2) When a handicapped parking citation is issued for a handicapped parking infraction, the person issuing the handicapped citation shall enter thereon all required information, including the name and address of the cited person or, if not known, the license number and description of the offending motor vehicle, the offense charged and the time and place the person cited is to appear in court. Unless the person cited requests an earlier date, the time of appearance shall be at least three days after the issuance of the handicapped parking citation. One copy of the handicapped parking citation shall be delivered to the person cited or attached to the offending motor vehicle.

(3) At least 24 hours before the time set for the appearance of the cited person, either the City Attorney or other person authorized by law to issue a complaint for the particular offense shall issue and file a complaint charging the person with a handicapped parking infraction or the person shall be released from the obligation to appear as specified.

(4) The trial of any person for a handicapped parking infraction shall be by the court without a jury. A person cited for a handicapped parking violation may waive his or her right to trial.

(5) For any handicapped parking citation issued for a handicapped parking infraction by reason of the failure of a vehicle to display a handicapped parking permit issued pursuant to Neb. RS 18-1738 or 18-1738.01, the complaint shall be

dismissed if, within seven business days after the date of issuance of the citation, the person cited files with the court the affidavit included on the citation, signed by a peace officer certifying that the recipient is the lawful possessor in this or her own right of a handicapped parking permit under Neb. RS 18-1738 or 18-1738.01 and that the peace officer has personally viewed the permit.

(Prior Code, § 5-327)

(B) Any person found guilty under Chapter 74, General Provisions, §§ 74.01 through 74.15 shall be subject to a fine of not more than \$200 for each offense. If the identity of the operator of a motor vehicle in violation of this section cannot be determined, the owner or person in whose name the vehicle is registered shall be held prima facie responsible for the fine. When any law enforcement officer observes or is advised that a motor vehicle may be in violation of this section, he or she shall make a determination as to whether a violation has in fact occurred and if so shall personally serve or attach to the motor vehicle a citation directed to the owner or operator of the vehicle, which shall set forth the nature of the violation. Any person who refuses to sign the citation or otherwise comply with the command of the citation be punished as provided by Neb. RS 29-426.

(Prior Code, § 5-315)

(C) Any violation of § 74.37 shall constitute a handicapped parking infraction and shall be cause for suspension of the permit for a period of six months and imposition of the penalty provided for violation of this chapter. In addition, the trial court shall impose a fine of not more than \$2.50 which may be waived by the court if, at the time of sentencing, all handicapped parking permits issued to or suspended permit may be renewed in the manner provided for renewal, in this chapter.

(Prior Code, § 5-34).

SECTION 2. Any other Ordinances, Code Sections or parts thereof passed and approved prior to the passage, approval and publication or posting of this Ordinance that are in conflict herewith, are hereby repealed.

SECTION 3. That this Ordinance shall be in full force and effect from and after passage, approval and publication according to law.

Passed and Approved this 12th day of March, 2012.

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

 ATTEST:

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

(Seal)



City of Auburn

1101 J Street
Auburn, Nebraska 68305

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

MAYOR

Scott Kudrna

COUNCIL MEMBERS

Katy Billings

Mitch Bishop

Shawn Clark

Frank Critser

Chris Erickson

Larry Holtzman

Street Department Activity Report (February 28 – March 12, 2012)

- Appliance and Furniture Recycle Lot – 2 times
- Brush Lot – 2 times
- Recycle trailer to American Recycling & Sanitation – 1 time
- Worked on equipment at city shop
- Garbage run at parks/lake/business area (bi-monthly)
- Cleaned storm drains around town
- Trimmed trees in street right of way
- Cut down 3 trees in city right-of-way
- Working on east of tennis courts and replacing broken concrete around fence posts

March 12, 2012

Harry Bridgmon
Street Commissioner





AUBURN POLICE DEPARTMENT

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

Kris R. Baker
Chief of Police

Monthly Activity Report February 2012

3106 Miles driven (2324 in February of 2011)
22 Citations issued (26)
42 Warnings issued (53)
15 Arrests made (11)
178 Calls for service (87)
28 Hours spent on animal control (8)
7 Traffic accidents investigated (4)

Other notes:

On February 9th a Nemaha County District Court Jury found John Swenson guilty of 1st Degree Sexual Assault. Auburn Police Officer Jeff Timmerman did an excellent job in investigating and preparing this case for trial.

On February 25th Sheriff Brent Lottman and I faced off against representatives from the Auburn Fire Department in a charity event at Sunmart. Both teams raced throughout the store and filled shopping carts full of groceries (which were later donated to the food bank).

On February 26th the Auburn Police Department served a series of drug related search warrants resulting in numerous arrests and the seizure of methamphetamine, marijuana, and pharmaceutical drugs.

On February 28th I assisted with School Safety Presentations at Auburn High School and Calvert Elementary and on February 29th I gave a presentation on "Bullying" to the students at ESU #4.

Officer Jon Neeman competed week 8 (of 14) at the Nebraska Law Enforcement Training Center in Grand Island. Currently Officer Neeman has the third overall highest grade point average in his class and will graduate on April 13th.

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

Auburn Memorial Library

1810 Courthouse Ave
Auburn, NE 68305

City Council Report March 2012

- April 8 – 14 is National Library Week. Tuesday, April 10th at 7 p.m., author Gary Pool will be at the library doing a book signing and talk. He is from Tabor, IA and currently has 2 books published.
- Construction of the new addition is underway and going well.

Statistical Report:

<u>Date:</u>	<u>Circulation:</u>	<u>Patrons:</u>	<u>Money to City:</u>	<u>Computer Use:</u>
February 2012	4,322	2,698	\$774.90	507
February 2011	4,697	2,362	\$672.15	532
January 2012	4,479	2,581	\$598.55	546
January 2011	4,732	2,492	\$618.60	518
December 2011	4,032	2,220	\$704.90	415
December 2010	4,544	2,340	\$581.65	594

AGENDA ITEM #16

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

CITY OF AUBURN
BUDGET REPORT
CALENDAR 2/2012, FISCAL 5/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEEXPENDED
01-00-3100	GEN FEDERAL REVENUES	36,000.00	.00	9,693.66	26.93	26,306.34
01-00-3200	GEN STATE EQUALIZATION	178,811.72	.00	26,384.50	14.76	152,427.22
01-00-3202	GEN STATE MOTOR VH FEE	.00	.00	.00	.00	.00
01-00-3203	GEN MTR VEHICLE PRORATE	1,500.00	.00	540.31	36.02	959.69
01-00-3204	GEN STATE AID	.00	.00	.00	.00	.00
01-00-3205	GEN STATE MIRF	.00	.00	.00	.00	.00
01-00-3208	GEN OTHER STATE	25,000.00	.00	.00	.00	25,000.00
01-00-3301	GEN LICENSES & PERMITS	18,000.00	2,780.00	5,393.00	29.96	12,607.00
01-00-3306	GEN REIM/REFUNDS	7,000.00	1,128.60	4,758.71	67.98	2,241.29
01-00-3310	GEN FRANCHISE FEES	80,000.00	48,441.67	53,409.57	66.76	26,590.43
01-00-3311	GEN IN LIEU OF TAXES	.00	.00	.00	.00	.00
01-00-3312	GEN BPW REVENUE PAYMENT	125,000.00	12,432.26	46,181.29	36.95	78,818.71
01-00-3314	GEN ST LIC AND CITY FINES	3,500.00	.00	70.00	2.00	3,430.00
01-00-3325	GEN TICKET SALES	42,000.00	.00	130.00	.31	41,870.00
01-00-3326	GEN CONCESSIONS	600.00	.00	.00	.00	600.00
01-00-3327	GEN LESSONS	7,000.00	.00	.00	.00	7,000.00
01-00-3331	GEN FINANCING	.00	.00	.00	.00	.00
01-00-3332	GEN SALE OF MUNI PROPERTY	500.00	96.00	411.75	82.35	88.25
01-00-3335	GEN CITY SALES TAX	340,000.00	36,087.40	156,134.46	45.92	183,865.54
01-00-3340	GEN INTEREST	2,500.00	195.34	1,273.49	50.94	1,226.51
01-00-3342	GEN PROGRAM & USE FEES	6,000.00	140.00	1,950.00	32.50	4,050.00
01-00-3346	GEN FOOTBALL PROGRAM REV	.00	.00	.00	.00	.00
01-00-3347	GEN GRANTS/DONATIONS	.00	.00	.00	.00	.00
01-00-3350	GEN MFO	11,000.00	.00	5,930.70	53.92	5,069.30
01-00-3351	GEN PROPERTY TAXES	506,582.00	15,141.12	103,074.27	20.35	403,507.73
01-00-3352	GEN MTR VEHICLE TAXES	67,000.00	5,710.85	26,263.93	39.20	40,736.07
01-00-3359	GEN CO TREAS OTHER	100.00	.00	.00	.00	100.00
01-00-3360	GEN MISC REVENUES	7,000.00	678.45	3,036.80	43.38	3,963.20
01-00-3361	FIRE PROPERTY TAXES	42,740.00	1,216.67	8,720.80	20.40	34,019.20
01-00-3362	FIRE MTR VEHICLE TAXES	.00	.00	.00	.00	.00
01-00-3363	FIRE MTR VEHICLE PRORATE	150.00	.00	43.44	28.96	106.56
01-00-3368	FIRE OTHER STATE	2,000.00	.00	.00	.00	2,000.00
01-00-3369	FIRE CO TREAS OTHER	8.00	.00	.00	.00	8.00
01-00-3999	GEN TRANSFERS IN	.00	.00	2,195.71	.00	2,195.71-
	DIFFERENCE	1,509,991.72	124,048.36	455,596.39	30.17	1,054,395.33
	PROOF	1,509,991.72	124,048.36	455,596.39	30.17	1,054,395.33

CITY OF AUBURN
BUDGET REPORT
CALENDAR 2/2012, FISCAL 5/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
03-00-3100	STREET FEDERAL REVENUES	.00	.00	.00	.00	.00
03-00-3200	STREET STATE EQUALIZATION	.00	.00	.00	.00	.00
03-00-3201	STREET HIGHWAY ALLOCATION	273,250.00	26,377.31	124,104.58	45.42	149,145.42
03-00-3202	STREET STATE MOTOR VEHICLE FEE	26,500.00	.00	12,715.55	47.98	13,784.45
03-00-3203	STREET MTR VEHICLE PRORAT	.00	.00	.00	.00	.00
03-00-3208	STREET OTHER STATE REV	.00	.00	.00	.00	.00
03-00-3306	STREET REIM/REFUNDS	.00	.00	26.46	.00	26.46-
03-00-3311	STREET IN LIEU OF TAXES	.00	.00	.00	.00	.00
03-00-3321	STREET PAV/WATER/SEWER	.00	.00	.00	.00	.00
03-00-3331	STREET BOND ISSUE	.00	.00	.00	.00	.00
03-00-3332	STREET SALE OF MUNI PROP	.00	.00	.00	.00	.00
03-00-3335	STREET CITY SALES TAX	50,000.00	3,721.78	25,684.76	51.37	24,315.24
03-00-3340	STREET INTEREST	.00	.00	.00	.00	.00
03-00-3351	STREET PROPERTY TAXES	.00	.00	.00	.00	.00
03-00-3352	STREET MTR VEHICLE TAXES	.00	.00	.00	.00	.00
03-00-3359	STREET CO TREAS OTHER	.00	.00	.00	.00	.00
03-00-3360	STREET MISC REVENUES	.00	.00	.00	.00	.00
03-00-3999	STREET TRANSFERS IN	.00	.00	.00	.00	.00
	DIFFERENCE	349,750.00	30,099.09	162,531.35	46.47	187,218.65
	PROOF	349,750.00	30,099.09	162,531.35	46.47	187,218.65

CITY OF AUBURN
BUDGET REPORT
CALENDAR 2/2012, FISCAL 5/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
04-00-3321	PAVING WATER SEWER	60,000.00	.00	12,666.41	21.11	47,333.59
04-00-3331	BOND ISSUE	.00	.00	.00	.00	.00
04-00-3360	MISC REVENUES	.00	.00	.00	.00	.00
04-00-3999	TRANSFERS IN	.00	.00	.00	.00	.00
	DIFFERENCE	60,000.00	.00	12,666.41	21.11	47,333.59
	PROOF	60,000.00	.00	12,666.41	21.11	47,333.59

CITY OF AUBURN
BUDGET REPORT
CALENDAR 2/2012, FISCAL 5/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
10-00-3306	KENO REIM/REFUNDS	.00	.00	.00	.00	.00
10-00-3340	KENO INTEREST	250.00	16.39	90.84	36.34	159.16
10-00-3348	KENO PROCEEDS	14,750.00	.00	2,155.27	14.61	12,594.73
10-00-3360	KENO MISC REVENUES	.00	.00	.00	.00	.00
10-00-3999	KENO TRANSFERS IN	.00	.00	.00	.00	.00
	DIFFERENCE	15,000.00	16.39	2,246.11	14.97	12,753.89
	PROOF	15,000.00	16.39	2,246.11	14.97	12,753.89

CITY OF AUBURN
BUDGET REPORT
CALENDAR 2/2012, FISCAL 5/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
20-00-3100	FIRE SINKING FEDERAL RECEIPTS	.00	.00	.00	.00	.00
20-00-3208	FIRE SINKING STATE GRANTS	.00	.00	.00	.00	.00
20-00-3340	FIRE SINKING INTEREST	.00	.00	3.82	.00	3.82-
20-00-3999	FDS SINK TRANS IN	.00	.00	8,917.00	.00	8,917.00-
		=====	=====	=====	=====	=====
	DIFFERENCE	.00	.00	8,920.82	.00	8,920.82-
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	.00	.00	8,920.82	.00	8,920.82-
		=====	=====	=====	=====	=====

CITY OF AUBURN
BUDGET REPORT
CALENDAR 2/2012, FISCAL 5/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
30-00-3100	CDBG FEDERAL REVENUES	375,000.00	4,471.00	46,153.00	12.31	328,847.00
30-00-3200	CDBG STATE REVENUES	.00	.00	.00	.00	.00
30-00-3330	CDBG REUSE PAYMENTS	8,000.00	633.94	3,089.70	38.62	4,910.30
30-00-3340	CDBG INTEREST	300.00	.61	5.72	1.91	294.28
30-00-3360	CDBG MISC REVENUES	.00	.00	.00	.00	.00
30-00-3999	CDBG TRANSFERS IN	.00	.00	.00	.00	.00
	DIFFERENCE	383,300.00	5,105.55	49,248.42	12.85	334,051.58
	PROOF	383,300.00	5,105.55	49,248.42	12.85	334,051.58

AGENDA ITEM #16

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

CITY OF AUBURN
BUDGET REPORT
CALENDAR 2/2012, FISCAL 5/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-00-4101	GEN SALARIES	112,356.68	9,542.29	45,520.94	40.51	66,835.74
01-00-4102	GEN HEALTH INSURANCE	24,977.16	1,724.77	7,378.17	29.54	17,598.99
01-00-4103	GEN LIFE INSURANCE	1,200.00	70.89	354.45	29.54	845.55
01-00-4104	GEN PENSION PLAN	6,000.00	.00	796.33	13.27	5,203.67
01-00-4105	GEN WORKMEN COMP	.00	.00	740.79	.00	740.79-
01-00-4106	GEN UNEMPLOYMENT	.00	.00	.00	.00	.00
01-00-4108	GEN FLEX SPENDING PLAN	950.00	.00	.00	.00	950.00
01-00-4111	GEN FICA MATCH	8,600.00	699.92	3,298.46	38.35	5,301.54
01-00-4201	GEN LEGAL EXPENSES	15,000.00	293.00	9,037.25	60.25	5,962.75
01-00-4202	GEN UTILITIES	10,000.00	873.76	3,862.53	38.63	6,137.47
01-00-4203	GEN INSURANCE	9,000.00	.00	7,037.41	78.19	1,962.59
01-00-4204	GEN MEMBERSHIPS/SUBSCRIP	7,000.00	.00	160.00	2.29	6,840.00
01-00-4205	GEN MEETING EXPENSES	4,000.00	223.00	1,205.77	30.14	2,794.23
01-00-4206	GEN SERVICES	37,000.00	1,382.90	27,803.25	75.14	9,196.75
01-00-4208	GEN BLDG & GROUNDS MAINT	5,000.00	.00	245.05	4.90	4,754.95
01-00-4209	GEN EQUIP & EQUIP MAINT	5,000.00	304.45	2,407.43	48.15	2,592.57
01-00-4217	GEN ECONOMIC DEVELOP	2,000.00	.00	2,000.00	100.00	.00
01-00-4218	GEN STATUTES & REFERENCE	275.00	.00	65.40	23.78	209.60
01-00-4223	GEN TREE PROGRAM	4,275.00	34.90	1,807.85	42.29	2,467.15
01-00-4230	GEN SALES TAX	.00	.00	.00	.00	.00
01-00-4240	GEN REIM/REFUNDS	200.00	.00	200.00	100.00	.00
01-00-4245	GEN ST LIC AND CITY FINES	3,500.00	.00	.00	.00	3,500.00
01-00-4250	GEN SUPPLIES/MATERIALS	8,000.00	157.43	2,449.42	30.62	5,550.58
01-00-4289	GEN SAFETY PROGRAM	.00	.00	.00	.00	.00
01-00-4299	GEN MISC EXPENSES	1,000.00	54.86	325.84	32.58	674.16
01-00-4400	GEN CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-00-4500	GENERAL DEBT RETIRE PRINC	135,000.00	.00	135,000.00	100.00	.00
01-00-4600	GEN DEBT RETIRE-INTEREST	3,740.00	.00	2,140.00	57.22	1,600.00
01-00-4700	GEN BOND FEES	1,000.00	.00	.00	.00	1,000.00
01-00-4800	GEN GRANT & SPECIAL PROJECTS	46,000.00	1,648.48	16,685.38	36.27	29,314.62
01-00-4999	GENERAL TRANSFERS OUT	.00	.00	8,917.00	.00	8,917.00-
		=====	=====	=====	=====	=====
	DIFFERENCE	451,073.84	17,010.65	279,438.72	61.95	171,635.12
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	451,073.84	17,010.65	279,438.72	61.95	171,635.12
		=====	=====	=====	=====	=====

CITY OF AUBURN
BUDGET REPORT
CALENDAR 2/2012, FISCAL 5/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-02-4101	POLICE SALARIES	191,488.08	19,079.18	88,104.29	46.01	103,383.79
01-02-4102	POLICE HEALTH INSURANCE	52,500.00	3,663.25	21,510.04	40.97	30,989.96
01-02-4103	POLICE LIFE INSURANCE	1,200.00	101.13	528.81	44.07	671.19
01-02-4104	POLICE PENSION PLAN	11,500.00	.00	1,100.81	9.57	10,399.19
01-02-4105	POLICE WORKMEN COMP	.00	.00	6,648.02	.00	6,648.02
01-02-4106	POLICE UNEMPLOYMENT	.00	.00	32.31	.00	32.31
01-02-4107	POLICE UNIFORM ALLOWANCE	3,600.00	.00	2,392.38	66.46	1,207.62
01-02-4108	POLICE FLEX SPENDING PLAN	.00	.00	.00	.00	.00
01-02-4111	POLICE FICA MATCH	15,000.00	946.81	5,942.14	39.61	9,057.86
01-02-4201	POLICE LEGAL EXPENSES	.00	.00	.00	.00	.00
01-02-4202	POLICE UTILITIES	3,500.00	128.02	653.90	18.68	2,846.10
01-02-4203	POLICE INSURANCE	12,000.00	391.00	4,342.98	36.19	7,657.02
01-02-4204	POLICE MEMBERSHIPS & SUBS	250.00	.00	112.00	44.80	138.00
01-02-4205	POLICE MEETING EXPENSES	2,000.00	390.00	1,825.90	91.30	174.10
01-02-4206	POLICE SERVICES	59,200.00	5,186.67	26,899.36	45.44	32,300.64
01-02-4208	POLICE BLDG & GROUNDS MAI	.00	.00	.00	.00	.00
01-02-4209	POLICE EQUIP & EQUIP MAINT	10,000.00	1,483.55	4,680.52	46.81	5,319.48
01-02-4218	POLICE STATUTES & REFEREN	200.00	.00	104.24	52.12	95.76
01-02-4240	POLICE REIM/REFUNDS	.00	.00	.00	.00	.00
01-02-4250	POLICE SUPPLIES/MATERIALS	20,000.00	1,328.75	7,950.61	39.75	12,049.39
01-02-4299	POLICE MISC. EXPENSES	300.00	26.99	26.99	9.00	273.01
01-02-4400	POLICE CAPITAL OUTLAYS	30,000.00	.00	.00	.00	30,000.00
01-02-4500	POLICE DEBT RETIRE PRIN	.00	.00	.00	.00	.00
01-02-4800	POLICE GRANTS	.00	.00	.00	.00	.00
01-02-4999	POLICE TRANSFERS OUT	.00	.00	.00	.00	.00
	DIFFERENCE	412,738.08	32,725.35	172,855.30	41.88	239,882.78
	PROOF	412,738.08	32,725.35	172,855.30	41.88	239,882.78

CITY OF AUBURN
BUDGET REPORT
CALENDAR 2/2012, FISCAL 5/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-05-4101	FIRE DEPT SALARIES	5,722.68	476.89	2,384.45	41.67	3,338.23
01-05-4103	FIRE DEPT LIFE INS	1,525.00	133.25	974.71	63.92	550.29
01-05-4105	FIRE DEPT WORKMEN COMP	.00	.00	1,564.24	.00	1,564.24
01-05-4106	FIRE DEPT UNEMPLOYMENT	.00	.00	.00	.00	.00
01-05-4110	FIRE DEPT OTHER PERSONAL	.00	.00	.00	.00	.00
01-05-4111	FIRE DEPT FICA MATCH	437.79	36.48	182.40	41.66	255.39
01-05-4202	FIRE DEPT UTILITIES	9,000.00	1,205.15	3,569.85	39.67	5,430.15
01-05-4203	FIRE DEPT INSURANCE	10,000.00	.00	5,635.76	56.36	4,364.24
01-05-4204	FIRE DEPT MEMBERSHIPS/SUB	1,575.00	.00	.00	.00	1,575.00
01-05-4205	FIRE DEPT MEETING EXPENSES	1,000.00	.00	.00	.00	1,000.00
01-05-4206	FIRE DEPT SERVICES	400.00	.00	.00	.00	400.00
01-05-4208	FIRE DEPT BLDG & GROUNDS	3,000.00	83.35	346.10	11.54	2,653.90
01-05-4209	FIRE DEPT EQUIP & MAINT	3,500.00	.00	952.23	27.21	2,547.77
01-05-4222	FIRE DEPT CHIEF EXPENSES	1,050.00	.00	.00	.00	1,050.00
01-05-4240	FIRE DEPT REIM/REFUNDS	.00	.00	.00	.00	.00
01-05-4250	FIRE DEPT SUPPLIES	2,700.00	91.87	1,015.48	37.61	1,684.52
01-05-4299	FIRE DEPT MISC EXPENSES	.00	.00	.00	.00	.00
01-05-4400	FIRE DEPT CAPITAL OUTLAYS	20,000.00	.00	.00	.00	20,000.00
01-05-4500	FIRE DEPT DEBT SERV PRINCIP	.00	.00	.00	.00	.00
01-05-4800	FIRE DEPT GRANTS	20,000.00	.00	.00	.00	20,000.00
01-05-4999	FIRE DEPT TRANSFERS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	79,910.47	2,026.99	16,625.22	20.80	63,285.25
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	PROOF	79,910.47	2,026.99	16,625.22	20.80	63,285.25
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CITY OF AUBURN
BUDGET REPORT
CALENDAR 2/2012, FISCAL 5/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-07-4101	PARKS SALARIES	19,640.00	.00	273.38	1.39	19,366.62
01-07-4102	PARKS HEALTH INSURANCE	.00	.00	.00	.00	.00
01-07-4103	PARKS LIFE INSURANCE	.00	.00	.00	.00	.00
01-07-4104	PARKS PENSION PLAN	.00	.00	.00	.00	.00
01-07-4105	PARKS WORKMEN COMP	.00	.00	1,008.49	.00	1,008.49-
01-07-4106	PARK UNEMPLOYMENT	.00	.00	.00	.00	.00
01-07-4108	PARK FLEX SPENDING PLAN	.00	.00	.00	.00	.00
01-07-4111	PARKS FICA MATCH	1,502.46	.00	20.92	1.39	1,481.54
01-07-4202	PARKS UTILITIES	18,000.00	522.91	9,007.96	50.04	8,992.04
01-07-4203	PARKS INSURANCE	3,000.00	.00	3,122.35	104.08	122.35-
01-07-4204	PARK MEMBERSHIPS & SUB.	.00	.00	.00	.00	.00
01-07-4205	PARKS MEETING EXPENSES	.00	.00	.00	.00	.00
01-07-4206	PARKS SERVICES	.00	.00	.00	.00	.00
01-07-4208	PARKS BLDG & GROUNDS MAIN	10,000.00	433.08	10,671.29	106.71	671.29-
01-07-4209	PARKS EQUIP & MAINT	5,000.00	.00	136.68	2.73	4,863.32
01-07-4223	PARK TREE PROGRAM	.00	.00	.00	.00	.00
01-07-4230	PARKS SALES TAX/LODGING	400.00	.00	577.21	144.30	177.21-
01-07-4240	PARKS REIM/REFUNDS	.00	.00	.00	.00	.00
01-07-4250	PARKS SUPPLIES & EQUIP	12,000.00	45.02	696.43	5.80	11,303.57
01-07-4290	PARKS EQUIP/LAND RENTAL	.00	.00	.00	.00	.00
01-07-4299	PARKS MISC EXPENSES	500.00	.00	.00	.00	500.00
01-07-4400	PARKS CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-07-4500	PARK DEBT SERVICING PRINC.	.00	.00	.00	.00	.00
01-07-4800	PARKS GRANTS	.00	.00	.00	.00	.00
01-07-4999	PARKS TRANSFERS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	70,042.46	1,001.01	25,514.71	36.43	44,527.75
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	PROOF	70,042.46	1,001.01	25,514.71	36.43	44,527.75
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CITY OF AUBURN
BUDGET REPORT
CALENDAR 2/2012, FISCAL 5/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-09-4105	SR CENTER WORKMEN COMP	.00	.00	.00	.00	.00
01-09-4202	SR CENTER UTILITIES	8,750.00	863.91	3,424.55	39.14	5,325.45
01-09-4203	SR CENTER INSURANCE	3,800.00	198.50	3,853.50	101.41	53.50-
01-09-4206	SR CENTER SERVICES	2,500.00	190.00	1,040.00	41.60	1,460.00
01-09-4208	SR CENTER BLDG & GROUNDS	5,500.00	.00	202.26	3.68	5,297.74
01-09-4209	SR CENTER EQUIP & MAINT	2,000.00	81.00	146.00	7.30	1,854.00
01-09-4250	SR CENTER SUPPLIES/MATER	300.00	.00	129.03	43.01	170.97
01-09-4299	SR CENTER MISC EXPENSES	.00	.00	.00	.00	.00
01-09-4400	SR CENTER CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-09-4999	SR CENTER TRANSFERS	9,000.00	5,000.00	5,000.00	55.56	4,000.00
	DIFFERENCE	31,850.00	6,333.41	13,795.34	43.31	18,054.66
	PROOF	31,850.00	6,333.41	13,795.34	43.31	18,054.66

CITY OF AUBURN
BUDGET REPORT
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-51-4101	LIBRARY SALARIES	61,819.92	5,053.90	25,336.48	40.98	36,483.44
01-51-4102	LIBRARY HEALTH INSURANCE	9,736.28	809.34	3,888.75	39.94	5,847.53
01-51-4103	LIBRARY LIFE INSURANCE	480.00	20.95	104.75	21.82	375.25
01-51-4104	LIBRARY PENSION PLAN	3,046.95	.00	624.36	20.49	2,422.59
01-51-4105	LIBRARY WORKMEN COMP	.00	.00	10.28	.00	10.28-
01-51-4106	LIBRARY UNEMPLOYMENT	.00	.00	.00	.00	.00
01-51-4108	LIBRARY FLEX SPENDING	.00	.00	.00	.00	.00
01-51-4111	LIBRARY FICA MATCH	4,729.23	375.71	1,882.40	39.80	2,846.83
01-51-4201	LIBRARY LEGAL	.00	.00	.00	.00	.00
01-51-4202	LIBRARY UTILITIES	8,700.00	454.42	3,220.43	37.02	5,479.57
01-51-4203	LIBRARY INSURANCE	3,250.00	.00	2,800.00	86.15	450.00
01-51-4204	LIBRARY MEMBERSHIPS/SUB	500.00	.00	467.10	93.42	32.90
01-51-4205	LIBRARY MEETING EXPENSES	400.00	.00	87.72	21.93	312.28
01-51-4206	LIBRARY SERVICES	6,000.00	645.25	2,824.84	47.08	3,175.16
01-51-4208	LIBRARY BLDG & GROUNDS	1,500.00	1,130.60	1,349.38	89.96	150.62
01-51-4209	LIBRARY EQUIP & MAINT	4,120.00	80.00	1,459.45	35.42	2,660.55
01-51-4228	LIBRARY BOOKS/AVS	14,000.00	949.15	5,919.01	42.28	8,080.99
01-51-4230	LIBRARY SALES TAX	50.00	.00	59.71	119.42	9.71-
01-51-4240	LIBRARY REIM/REFUNDS	.00	.00	.00	.00	.00
01-51-4250	LIBRARY SUPPLIES/MATERIALS	6,000.00	324.00	1,836.97	30.62	4,163.03
01-51-4299	LIBRARY MISC EXPENSES	500.00	41.18	54.17	10.83	445.83
01-51-4400	LIBRARY CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-51-4800	LIBRARY GRANTS	.00	.00	.00	.00	.00
01-51-4999	LIBRARY TRANS OUT (LOAN)	6,000.00	.00	.00	.00	6,000.00
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	DIFFERENCE	130,832.38	9,884.50	51,925.80	39.69	78,906.58
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	PROOF	130,832.38	9,884.50	51,925.80	39.69	78,906.58
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CITY OF AUBURN
BUDGET REPORT
CALENDAR 2/2012, FISCAL 5/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-52-4101	SWIM POOL SALARIES	50,762.00	.00	.00	.00	50,762.00
01-52-4105	SWIM POOL WORKMEN COMP	.00	.00	1,687.60	.00	1,687.60
01-52-4107	SWIM POOL UNIFORMS	1,000.00	.00	.00	.00	1,000.00
01-52-4111	SWIM POOL FICA MATCH	3,883.30	.00	.00	.00	3,883.30
01-52-4202	SWIM POOL UTILITIES	15,000.00	575.77	6,486.88	43.25	8,513.12
01-52-4203	SWIM POOL INSURANCE	4,000.00	.00	2,035.76	50.89	1,964.24
01-52-4206	SWIM POOL SERVICES	1,000.00	.00	.00	.00	1,000.00
01-52-4208	SWIM POOL BLDG & GROUNDS	2,500.00	.00	80.85	3.23	2,419.15
01-52-4209	SWIM POOL EQUIP & MAINT	13,000.00	3,916.69	3,916.69	30.13	9,083.31
01-52-4230	SWIM POOL SALES TAX	2,250.00	.00	666.39	29.62	1,583.61
01-52-4240	SWIM POOL REIM/REFUNDS	.00	.00	.00	.00	.00
01-52-4250	SWIM POOL SUPPLIES/MATER	8,500.00	.00	28.80	.34	8,471.20
01-52-4299	SWIM POOL MISC EXPENSES	250.00	80.00	80.00	32.00	170.00
01-52-4400	SWIM POOL CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-52-4999	SWIM POOL TRANSFERS OUT	.00	.00	.00	.00	.00
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	DIFFERENCE	102,145.30	4,572.46	14,982.97	14.67	87,162.33
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		=====	=====	=====	=====	=====
	PROOF	102,145.30	4,572.46	14,982.97	14.67	87,162.33
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BUDGET REPORT
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
03-00-4101	STREET SALARIES	115,698.12	10,087.13	48,844.97	42.22	66,853.15
03-00-4102	STREET HEALTH INSURANCE	17,358.56	1,396.42	8,506.24	49.00	8,852.32
03-00-4103	STREET LIFE INSURANCE	600.00	43.84	178.78	29.80	421.22
03-00-4104	STREET PENSION PLAN	7,000.00	.00	1,388.04	19.83	5,611.96
03-00-4105	STREET WORKMEN COMP	9,500.00	.00	8,921.58	93.91	578.42
03-00-4106	STREET UNEMPLOYMENT	.00	.00	.00	.00	.00
03-00-4108	STREET FLEX SPENDING PLAN	.00	.00	.00	.00	.00
03-00-4110	STREET OTHER PERSONAL EX	400.00	.00	.00	.00	400.00
03-00-4111	STREET FICA MATCH	8,850.91	740.35	3,563.67	40.26	5,287.24
03-00-4201	STREET LEGAL EXPENSES	.00	.00	.00	.00	.00
03-00-4202	STREET UTILITIES	8,500.00	1,106.72	3,888.77	45.75	4,611.23
03-00-4203	STREET INSURANCE	8,500.00	.00	7,287.74	85.74	1,212.26
03-00-4204	STREET MEMBERSHIPS/SUBS	.00	.00	.00	.00	.00
03-00-4205	STREET MEETING EXPENSES	.00	.00	.00	.00	.00
03-00-4206	STREET SERVICES	4,300.00	122.10	4,122.10	95.86	177.90
03-00-4208	STREET BLDG & GR MAINT	500.00	19.86	19.86	3.97	480.14
03-00-4219	STREET ROAD MAINT BY OTHER	.00	.00	.00	.00	.00
03-00-4220	STREET SNOW REMOVAL OTH	3,000.00	.00	15.00	.50	2,985.00
03-00-4230	STREET SALES TAX	.00	.00	.00	.00	.00
03-00-4231	STREET ROAD EQUIP PARTS	10,000.00	3,634.47	10,559.71	105.60	559.71-
03-00-4232	STREET ROAD EQUIP LABOR	3,000.00	.00	799.15	26.64	2,200.85
03-00-4233	STREET FREIGHT & EXPRESS	75.00	.00	25.49	33.99	49.51
03-00-4234	STREET OTHER EQUIP REPAIRS	.00	.00	.00	.00	.00
03-00-4240	STREET REIM/REFUNDS	200.00	7.46	40.62	20.31	159.38
03-00-4250	STREET SUPPLIES	.00	21.38	21.38	.00	21.38-
03-00-4251	STREET POSTAGE	.00	.00	.00	.00	.00
03-00-4252	STREET OFFICE SUPPLIES	.00	2.13	5.06	.00	5.06-
03-00-4254	STREET CLEANING SUPPLIES	.00	.00	.00	.00	.00
03-00-4256	STREET CHEMICAL SUPPLIES	2,500.00	.00	.00	.00	2,500.00
03-00-4257	STREET MEDICAL SUPPLIES	.00	.00	.00	.00	.00
03-00-4258	STREET SHOP SUPPLIES	1,200.00	164.89	370.04	30.84	829.96
03-00-4259	STREET SHOP TOOLS	800.00	6.29	47.56	5.95	752.44
03-00-4260	STREET SMALL TOOLS	.00	.00	.00	.00	.00
03-00-4265	STREET PLUMBING SUPPLIES	.00	.00	.00	.00	.00
03-00-4271	STREET GASOLINE	22,000.00	1,430.72	7,511.96	34.15	14,488.04
03-00-4272	STREET OIL/GREASE/ETC	750.00	.00	110.01	14.67	639.99
03-00-4273	STREET TIRES & TIRE REPAIR	3,000.00	335.00	502.90	16.76	2,497.10
03-00-4274	STREET ASPHALTIC MATERIALS	10,000.00	.00	5,040.79	50.41	4,959.21
03-00-4275	STREET GRAVEL & BORROW	6,000.00	.00	1,067.97	17.80	4,932.03
03-00-4276	STREET SNOW/SAFETY FENCE	.00	.00	12.99	.00	12.99-
03-00-4277	STREET CONCRETE	10,000.00	.00	1,224.88	12.25	8,775.12
03-00-4278	STREET CULVERTS	500.00	.00	.00	.00	500.00
03-00-4279	STREET STEEL PRODUCTS	150.00	.00	317.00	211.33	167.00-
03-00-4280	STREET LUMBER	100.00	.00	.00	.00	100.00
03-00-4283	STREET SIGNS	500.00	198.00	198.00	39.60	302.00
03-00-4284	STREET SIGN POSTS	200.00	349.42	349.42	174.71	149.42-
03-00-4285	STREET GUIDE POSTS & DELIN	.00	.00	.00	.00	.00
03-00-4286	STREET SIGNALS	.00	.00	.00	.00	.00
03-00-4287	STREET PAVEMENT MARKING	1,200.00	.00	.00	.00	1,200.00
03-00-4288	STREET FLARES/FLAGS/BARRI	50.00	.00	.00	.00	50.00
03-00-4289	STREET SAFETY PROGRAM	350.00	.00	61.95	17.70	288.05

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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	2,500.00	41.67	3,500.00
03-00-4299	STREET MISC SUPPLIES & MAT	700.00	53.92	87.22	12.46	612.78
03-00-4300	STREET CAPITAL IMPROVE.	.00	5,060.00	5,060.00	.00	5,060.00-
03-00-4400	STREET CAPITAL OUTLAYS	.00	.00	.00	.00	.00
03-00-4500	STREET DEBT SERV PRINC	30,897.77	.00	.00	.00	30,897.77
03-00-4600	STREET DEBT SERV INTEREST	6,892.43	.00	2,600.00	37.72	4,292.43
03-00-4700	STREET BOND/WARRANTS	.00	.00	.00	.00	.00
03-00-4999	STREET TRANSFERS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	301,272.79	25,280.10	125,250.85	41.57	176,021.94
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		=====	=====	=====	=====	=====
	PROOF	301,272.79	25,280.10	125,250.85	41.57	176,021.94
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CITY OF AUBURN
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CALENDAR 2/2012, FISCAL 5/2011

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
04-00-4206	STREET IMPROVEMENT SERVICES	200.00	.00	45.00	22.50	155.00
04-00-4299	STREET IMPROVEMENT MISC	.00	.00	.00	.00	.00
04-00-4300	STREET IMPROVEMENT CAP IMPROVE	.00	.00	.00	.00	.00
04-00-4400	STREET IMPROVEMENT CAP OUTLAYS	.00	.00	.00	.00	.00
04-00-4500	ST IMPROVE DEBT SERV PRINCIPAL	105,000.00	.00	.00	.00	105,000.00
04-00-4600	ST IMPROVE DEBT SERV INTEREST	46,432.50	.00	23,216.25	50.00	23,216.25
04-00-4700	ST IMPROVE DEBT OTHER	.00	.00	.00	.00	.00
04-00-4999	STREET IMPROVEMENTS TRANS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	151,632.50	.00	23,261.25	15.34	128,371.25
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	151,632.50	.00	23,261.25	15.34	128,371.25
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
10-20-4221	KENO PLAYER RESERVE PRIZE	90,000.00	.00	.00	.00	90,000.00
10-20-4299	KENO PLAYER RESERVE MISC	.00	.00	.00	.00	.00
10-20-4999	KENO PLAYER RESERVE TRAN	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	90,000.00	.00	.00	.00	90,000.00
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		=====	=====	=====	=====	=====
	PROOF	90,000.00	.00	.00	.00	90,000.00
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CITY OF AUBURN
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
10-30-4210	KENO ADMIN/OFFICE/LEGAL	.00	.00	.00	.00	.00
10-30-4211	KENO COMM BETTER AUDIT	.00	.00	.00	.00	.00
10-30-4212	KENO COMM BETTER STATE TA	4,000.00	.00	800.00	20.00	3,200.00
10-30-4216	KENO COMM BETTER PROJECT	27,500.00	.00	.00	.00	27,500.00
10-30-4299	KENO COMM BETTER MISC	.00	.00	.00	.00	.00
10-30-4999	KENO COMM BETTER TRANS O	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	31,500.00	.00	800.00	2.54	30,700.00
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		=====	=====	=====	=====	=====
	PROOF	31,500.00	.00	800.00	2.54	30,700.00
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
30-00-4246	CDBG ADMIN	17,000.00	4,470.38	21,518.99	126.58	4,518.99-
30-00-4299	CDBG MISC EXPENSES	.00	.00	425.50	.00	425.50-
30-00-4800	CDBG PROJECT EXPENSES	358,000.00	.00	25,203.92	7.04	332,796.08
30-00-4999	CDBG TRANSFERS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	375,000.00	4,470.38	47,148.41	12.57	327,851.59
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	375,000.00	4,470.38	47,148.41	12.57	327,851.59
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
30-14-4246	CDBG REUSE ED SENDD	8,000.00	.00	1,745.80	21.82	6,254.20
30-14-4299	CDBG REUSE ED MISC EXPENSES	.00	.00	.00	.00	.00
30-14-4800	CDBG REUSE ED	2,000.00	.00	.00	.00	2,000.00
30-14-4999	CDBG REUSE ED TRANS OUT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	DIFFERENCE	10,000.00	.00	1,745.80	17.46	8,254.20
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	10,000.00	.00	1,745.80	17.46	8,254.20
		=====	=====	=====	=====	=====

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

