

AGENDA FOR THE REGULAR MEETING OF  
THE MAYOR AND CITY COUNCIL OF THE  
CITY OF AUBURN, NEMAHA COUNTY,  
NEBRASKA, TO BE HELD ON  
MARCH 14, 2016

6:30 P.M. –**TOUR** without discussion or action of new hangar at the Auburn Municipal Airport/Farington Field

7:00 P.M. - City Council meeting to be held at City Hall, 1101 J Street for the following agenda

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. **PROCLAMATION** – Community Development Week 2016 (March 28-April 2, 2016).

10. **AMERICAN LEGION #23** – Application for a Special Designated Liquor License on April 30, 2016 for a Dance/Reception at 816 I Street.

11. **GARY LESLIE/AUBURN DISCOUNT LIQUOR** – Application for a Special Designated Liquor License on April 30, 2016 for a Fund Raiser at 2404 J Street.

12. **APPROVE** use of keno funds for the July 4<sup>th</sup> fireworks celebration.

13. **DISCUSSION** of GIS Software/Property Management Inventory.

14. **RESOLUTION** for possible action on the purchase of a Street Sweeper with trade-in.

15. **MOTION/RESOLUTION** for the possible purchase of a Fire Truck.
16. **REPORTS/RECOMMENDATIONS** - - From Dept. Heads.
  - a. Street Department
  - b. Fire Department
  - c. Library
  - d. Treasurer
  - e. Airport Report
17. **REPORTS/RECOMMENDATIONS** - - From Committees.
  - a. Street Committee
  - b. Keep Auburn Beautiful
  - c. Economic Development
  - d. Safety Committee
  - e. Building Committee
  - f. Legislative
  - g. Parks and Pool Committee
  - h. Other Committees & Reports
  - i. Holiday Light Committee
18. **ADJOURNMENT.**

# POSSIBLE MOTION FORMAT 3-14-16

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

POSSIBLE MOTION: I move to dispense with the reading of the February 8, 2016 and March 1, 2016 meetings' 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)/training(s) as requested

9. **PROCLAMATION** – Community Development Week 2016 (March 28-April 2, 2016).

10. **AMERICAN LEGION #23** – Application for a Special Designated Liquor License on April 30, 2016 for a Dance/Reception at 816 I Street.

POSSIBLE MOTION: I move to approve the application of the American Legion #23 for a Special Designated Liquor License on April 30, 2016 for a Dance/Reception at 816 I Street.

11. **GARY LESLIE/AUBURN DISCOUNT LIQUOR** – Application for a Special Designated Liquor License on April 30, 2016 for a Fund Raiser at 2404 J Street.

POSSIBLE MOTION: I move to approve the application of Gary Leslie/Auburn Discount Liquor for a Special Designated Liquor License on April 30, 2016 for a Fund Raiser at 2404 J Street.

12. **APPROVE** use of keno funds for the July 4<sup>th</sup> fireworks celebration.

POSSIBLE MOTION: I move to approve the expenditure of keno funds in the amount of \$\_\_\_\_\_ for the July 4<sup>th</sup> fireworks celebration

13. **DISCUSSION** of GIS Software/Property Management Inventory.

14. **RESOLUTION** for possible action on the purchase of a Street Sweeper with trade-in.

15. **MOTION/RESOLUTION** for the possible purchase of a Fire Truck.

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

- a. Street Department
- b. Fire Department
- c. Library
- d. Treasurer
- e. Airport Report

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

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

18. **ADJOURNMENT.**

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

Auburn, Nebraska  
March 1, 2016

A town hall meeting was held on March 1, 2016 at the Auburn Public School Administrative Building Auditorium at 1713 J Street at 7:00 o'clock P.M. Advance notice of the town hall meeting was given by the designated method of giving notice for a special meeting, all done on or before February 26, 2016. A copy of the Open Meetings Act was posted on the wall of the Auburn Public School Administrative Building Auditorium. The meeting facilitated by JEO Consulting Group Inc. was held to obtain public comment to identify possible community projects/facilities. Mayor Scott Kudrna and members of the City Council (Billings, Tom Clark, Erickson, Janssen, and Jeanneret) were in attendance but did not sit as a group and did not discuss or take any action at said town hall meeting. JEO Consulting Group Inc. asked for public comment and will prepare a report based on the public input provided. JEO Consulting Group Inc. will present the report at a later meeting. After hearing all comments offered by the public, the town hall meeting ended without discussion or action of the Mayor and City Council.

\_\_\_\_\_  
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 from the town hall meeting held on March 1, 2016; that advance notice of the town hall was given by the designated method of giving notice for a special meeting, that the agenda of the meeting was available for public inspection at the office of the City Clerk; that such agenda was sufficiently descriptive to give the public reasonable notice of the intent of the meeting; that all news media requesting notification concerning the town hall meeting were provided advance notification of the time and place of the meeting and the purpose; that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

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

City Council Proceedings  
March 1, 2016

AGENDA ITEM  
NO 5

A town hall meeting was held on March 1, 2016 at the Auburn Public School Administrative Building Auditorium at 1713 J Street at 7:00 o'clock P.M. Advance notice of the town hall meeting was given by the designated method of giving notice for a special meeting, all done on or before February 26, 2016. A copy of the Open Meetings Act was posted on the wall of the Auburn Public School Administrative Building Auditorium. The meeting facilitated by JEO Consulting Group Inc. was held to obtain public comment to identify possible community projects/facilities. Mayor Scott Kudrna and members of the City Council (Billings, Tom Clark, Erickson, Janssen, and Jeanneret) were in attendance but did not sit as a group and did not discuss or take any action at said town hall meeting. JEO Consulting Group Inc. asked for public comment and will prepare a report based on the public input provided. JEO Consulting Group Inc. will present the report at a later meeting. After hearing all comments offered by the public, the town hall meeting ended without discussion or action of the Mayor and City Council.

Sherry Heskett  
City Clerk

J. Scott Kudrna  
Mayor

Auburn, Nebraska  
February 8, 2016

The Mayor and Council of the City of Auburn, Nemaha County, Nebraska, were called to meet at the City Hall at 1101 "J" Street on February 8, 2016, at 7:00 o'clock P.M., in Regular Meeting, open to the general public. Advance notice of said Regular Meeting, the designated method of giving notice including the agenda for said meeting, or the availability thereof having been posted at the west front door of the City Hall, at the east door of the Nemaha County Courthouse and in the Auburn State Bank, and having been transmitted to all members of the City Council, all done on or before February 5, 2016. Mayor Scott Kudrna presided over the meeting. The City Clerk of the City of Auburn, Nemaha County, Nebraska, recorded the proceedings.

The meeting was called to order by Mayor Scott Kudrna. Upon roll call, the following members of the City Council were present: Billings, Shawn Clark, Tom Clark, Janssen, and Jeanneret. Absent: Erickson.

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

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

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

The following claims were presented before the Council for ratification: AFLAC., Wh-73.80; American Recycling & Sanitation, Se-335.00; BCom Solutions LLC, Se-525.00; Black Hills Energy, Ut-490.70; Board of Public Works, Ut-4,557.50; El Portal, CRA Project Reim-2,400.00; Five Nines Technology Group, Se-10.00; Linda Bantz, Se-350.00; Mark Harms, Ex-500.00; NE Dept. of Revenue, Tax-991.82; Nemaha County Se-26,333.34; Region V-SENDS, Se-375.00; The Standard, Ins-272.84; Time Warner Cable, Se-526.79; Verizon Wireless, Se-46.76; Wex Bank, Su-1,139.70. The following claims (not previously approved by motion or resolution) were presented: Amazon, Bk-376.35; American Legal Publishing, Se-319.07; Auburn Memorial Library Petty Cash, Su-108.82; Auburn Newspapers, Se-971.43; Baker & Taylor, Bk-1,168.39; Board of Public Works, Maint-Su-15.18; Bulldog Auto Parts, Su-196.75; Captain Handy, Se-925.00; Darnell Glass Co., Se-88.95; Data Technologies Inc., Su-143.70; Eakes Office Solutions, Su-375.10; Eggers Brothers Inc., Su-558.05; Filter Care, Se-52.50; Follett School Solutions Inc., Se-829.00; Glenn's Corner Market, Su-39.90; Harmon's OK Tire Store, Su-425.00; Heiman Fire Equip., Su-38.83; JEO Consulting Group Inc., Se-13,707.50; Meyer Laboratory Inc., Equip-Su-5,009.65; Michael Todd & Co. Inc., Su-115.05; Mid Con Systems Inc., Su-504.07; Nemaha County, Reim-1,229.25; Nemaha County Clerk, Fe-60.00; Nemaha County Sheriff, Reim-117.00; OCLC Inc., Sub-54.15; Card Services (Orscheln), Card Transactions-Su-70.38; Overdrive Inc., Bk-254.88; Overhead Door Co. of Omaha, Se-880.00; Petty Cash, Se-Su-257.24; Raymond's Electric, Se-507.25; Rueter's, Su-1,136.83; Sack Lumber Co, Su-40.30; Southeast NE Development District, Se-19.03; Stutheit Implement Co., Su-33.30; Topp's Small Engine, Su-623.28; USPS, Su-98.00.

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

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

Approval was requested for Pam Allison to be allowed to attend the 2016 Tree Care Workshop in Bellevue on March 24, 2016. Council Member Billings moved to allow attendance at the meeting/training as requested; Seconded by Council Member Tom Clark and upon roll call vote, the following Council Members voted "YEA": Janssen, Jeanneret, Billings, Shawn Clark and Tom Clark. The following voted "NAY": No one. Motion: Carried.

Mayor Kudrna proclaimed March 2016 as Problem Gambling Awareness Month, which proclamation was:

**PROBLEM GAMBLING AWARENESS MONTH**

- WHEREAS, our community is home to individuals and families adversely affected by problem gambling; and
- WHEREAS, compulsive gambling is often hidden from family members, social services and mental health professionals; and
- WHEREAS, compulsive gambling often occurs in combination with other disorders such as chemical dependency and depression; and
- WHEREAS, it is important to raise awareness of the warning signs of compulsive gamblers and connect them with professional help.

NOW, THEREFORE, I, Scott Kudrna, Mayor of Auburn, Nebraska, do hereby proclaim March, 2016, as "**Problem Gambling Awareness Month**" and urge citizens to learn more about the consequences of problem gambling.

Mayor Kudrna made the following appointment(s)/reappointment(s):

- Board of Adjustment (Alternate) – Dean Coulter
- City Recreation Committee – Matt Hug, Shawn Phillips, Aric Harris, Megan Chapin, Bill Chapin, Brian Voss, Brian Lavigne, Chad Stickell, Ryan Taylor, Matt Dickerson, Nahum Winder, Brett Matteen, Cori Rademacher, JJ Willis and Troy Wynn

Upon calling the roll, the following Council Members voted "YEA": Jeanneret, Billings, Shawn Clark, Tom Clark, and Janssen. The following voted "NAY": No one.

Appointment(s)/Reappointment(s): Confirmed.

The Mayor appointed Annie Thomas, Stephanie Fisher, Katy Billings, Chris Erickson, and Janny Crotty to the Auburn Downtown Revitalization Review Committee. Upon calling the roll, the following Council Members voted "YEA": Billings, Shawn Clark, Tom Clark, Janssen, and Jeanneret. The following voted "NAY": No one. Appointments: Confirmed.

Council Member Billings moved to approve the request by the Auburn Eagles/Auburn Fire Department to have the July 4<sup>th</sup> public fireworks display on the property located at Irvin Park and the Auburn High School as requested contingent upon Auburn School District #29 approval. The foregoing motion was seconded by Council Member Tom Clark and upon roll call vote, the following Council Members voted "YEA": Shawn Clark, Tom Clark, Janssen, Jeanneret, and Billings. The following voted "NAY": No one. Motion: Carried.

Discussion was held regarding the sanitary sewer assessment on real estate at Lot 4, Block 6, Grandview Addition to Auburn, NE. Following discussion, Council Member Billings moved to approve the payment as discussed and outlined in the amended Resolution No. 6-16. The

foregoing motion was seconded by Council Member Janssen and upon roll call vote, the following Council Members voted "YEA": Tom Clark, Janssen, Jeanneret, Billings, and Shawn Clark. The following voted "NAY": No one. Motion: Carried. A true and correct copy of said resolution is as follows:

RESOLUTION NO. 6-16  
Of  
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A MOTION TO APPROVE PAYMENT ON SANITARY SEWER ASSESSMENT AND EXTINGUISHMENT OF INTEREST AND/OR DELINQUENCY ON REAL ESTATE AT LOT 4, BLOCK 6, GRANDVIEW ADDITON TO AUBURN, NE.

WHEREAS, currently real estate owner, Christopher E. Crawford, owes special assessments for Sanitary Sewer District 2007-2 in the following amounts: a principal balance of \$3,180.96, an interest balance of \$1,169.00, and a delinquency balance in the amount of \$1,552.73 for a total due to the City for sanitary sewer extensions in the amount of \$5,902.69 if paid on or before February 9, 2016;

WHEREAS, real estate owner, Christopher E. Crawford, purchased the real estate on February 6, 2009. At which time it was believed by the Buyer and Seller that the above stated assessments were paid from the proceeds at closing on the real estate;

WHEREAS, the sanitary sewer extension assessments went unpaid as an apparent oversight at the time of the real estate transfer from the real estate Seller to the Buyer;

WHEREAS, the above stated assessments continued to collect interest and delinquency when the principal payments were uncollected since March 31, 2009;

WHEREAS, in order to completely resolve this matter the real estate owner, Christopher E. Crawford, proposes a full and complete payment of Principal in the amount of \$3,180.96 on or before February 9, 2016 should the City Council extinguish the interest and delinquency against the real estate in the amount of \$2,721.73;

NOW, THEREFORE BE IT RESOLVED, BY THE Mayor and City Council, of the City of Auburn, Nebraska, that:

The City Council hereby agrees with the property owner, Christopher E. Crawford, to accept the principal and interest totaling \$4,349.96 as full and complete payment of special assessments for the sanitary sewer extension on Lot 4, Block 6, Grandview Addition to Auburn, Nemaha County, Nebraska. Payments shall be paid to the Nemaha County Treasurer in two (2) equal installments. The first payment/installment is due on or before 4:50 p.m. CST on Wednesday, March 9, 2016 in the amount of \$2,174.98, and the second payment/installment shall be paid in full on or before 4:50 p.m. CST, on Friday, April 8, 2016 in the amount of \$2,179.98. Upon full and complete payment of the two (2) installments stated hereinabove the City Council agrees and it is hereby directed that the delinquency upon the special assessment shall be extinguished and the Sanitary Sewer Assessment(s) upon Lot 4, Block 6, Grandview Addition to the City of Auburn, NE shall be paid in full;

2. The Mayor is authorized to sign any necessary documents or Complaints on behalf of the City of Auburn in carrying out the provisions of this Motion.

Public hearing was held to consider the proposed One and Six Year Plan for Street Improvements in the City of Auburn. Evan Wickersham with JEO Consulting Group presented the proposed plan. There wasn't any opposition given relating to the proposed plan. After allowing time for questions and public comment, the public hearing was closed. Council Member Rick Janssen introduced Resolution No. 2-16 and moved for its adoption. Council Member Katy Billings seconded the motion and upon roll call vote, the following Council

Members voted "YEA": Janssen, Jeanneret, Billings, Shawn Clark, and Tom Clark. The following voted "NAY": No one. A true, correct and complete copy of said resolution is as follows:

**RESOLUTION NO. 2-16**  
**One and Six Year Plan for Street Improvements**

"WHEREAS, the City Street Superintendent has prepared and presented a One Year and Six Year Plan for Street Improvement Program for the City of Auburn, and

WHEREAS, a public meeting was held on the 8<sup>th</sup> day of February, 2016, to present this plan and there were no objections to said plan;

THEREFORE, BE IT RESOLVED BY THE Mayor and City Council of Auburn, Nebraska, that the plans and data as furnished are hereby in all things accepted and adopted"

Public hearing was held to consider citizen's comments regarding an amendment to add Section 6 Energy Element to the Auburn Comprehensive Plan. The recommendation of the Planning Commission is to adopt the Energy Element. After allowing time for questions and public comment, the public hearing was closed. Council Member Janssen moved for the adoption of the amendment to the Comprehensive Plan incorporating "Section 6: Energy Element" by the passage and adoption of Resolution No. 7-16. The foregoing motion was seconded by Council Member Billings and upon roll call vote, the following Council Members voted "YEA": Janssen, Jeanneret Billings, Shawn Clark, and Tom Clark. The following voted "NAY": No one. Motion: Carried. A true and correct copy of said resolution is as follows:

**RESOLUTION NO. 7-16**  
**OF**  
**THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA,**  
  
**RESOLUTION OF ADOPTION OF CITY OF AUBURN, NEBRASKA**  
**AMENDMENT TO COMPREHENSIVE PLAN-2017,**  
**TO ADOPT IN INCORPORATE "SECTION 6: ENERGY ELEMENT"**

WHEREAS, the duly appointed Planning Commission of the City of Auburn, Nebraska, with the assistance of its consultant, Hanna Keelan, has prepared an amendment to the Comprehensive Plan for the City of Auburn, Nebraska; and

WHEREAS, the Planning Commission has reviewed and considered at Public Hearing the attached proposed amendment to add "Section 6: Energy Element" to the Comprehensive Plan previously adopted by the City of Auburn, Nebraska; and

WHEREAS, the Planning Commission has made recommendation to the City Council for their approval and adoption to add: "Section 6: Energy Element" to the official Comprehensive Plan-2017 for the City of Auburn, Nebraska; and

WHEREAS, the City Council has given public notice as required by the Nebraska State Statutes, of a hearing to be held on this 8th day of February, 2016, at 7:00 PM(CST) in the Chambers of the Auburn City Hall on the proposed amendment to add "Section 6: Energy Element" to the City of Auburn, Nebraska Comprehensive Plan-2017; and

WHEREAS, the public hearing has been held pursuant to said notice and all statements received at the hearing have been duly considered by the Auburn City Council;

**BE IT NOW AND THE SAME IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF AUBURN, NEBRASKA, THAT:**

1. The City of Auburn, Nebraska official Comprehensive Plan-2017 shall be and is hereby amended to include and incorporate "Section 6: Energy Element", as prepared and approved by the Planning Commission and Hanna Keelan and said Section is hereby adopted as "Section 6: Energy Element" within the official Comprehensive Plan-2017 for the City of Auburn, Nebraska.

It was announced that JEO Consulting Group Inc. will be facilitating the town hall facilities meeting on March 1, 2016, at 7:00 o'clock P.M. at the Auburn Public School Central Office Auditorium at 1713 J Street.

Council Member Billings moved to allow full time employees to authorize a payroll deduction from their pay to enroll and participate in the voluntary dental plan offered through the Principal Financial Group. The foregoing motion was seconded by Council Member Janssen and upon roll call vote, the following Council Members voted "YEA": Jeanneret, Billings, Shawn Clark, Tom Clark, and Janssen. The following voted "NAY": No one. Motion: Carried.

Council Member Janssen moved to approve the transfer of ownership of the new children's addition (addition to the west end of the Auburn Memorial Library) to the City by the passage and adoption of Resolution No. 3-16. The foregoing motion was seconded by Council Member Tom Clark and upon roll call vote, the following Council Members voted "YEA": Billings, Shawn Clark, Tom Clark, Janssen, and Jeanneret. The following voted "NAY": No one. Motion: Carried. A true and correct copy of said resolution is as follows:

RESOLUTION NO. 3 -16  
Of  
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION FOR THE CITY OF AUBURN, NEBRASKA, TO PURCHASE THE NEW CHILDREN'S ADDITION TO THE WEST END OF AUBURN MEMORIAL LIBRARY, 1810 COURTHOUSE AVENUE, AUBURN, NE.

**WHEREAS**, The City of Auburn (Lessee/Tenant) and the Auburn Memorial Library Foundation, Inc. (Lessor) executed a Lease Purchase Agreement on or about the 10th day of January, 2013, setting out the terms of purchase of the new Children's Addition on the West end of the Auburn Memorial Library building, 1810 Courthouse Ave, Auburn, NE;

**WHEREAS**, Provision "10" of the Lease Purchase Agreement entitled, "Purchase Of Library", states: "At the conclusion of 40 years, or when the Lessor's loan with U.S.D.A. Rural Development has been paid in full, whichever first occurs, the Lessor hereby agrees to sell to the Lessee/Tenant, the library addition, for the sum of \$10.00."

**WHEREAS**, The Lessor has paid in full the Lessor's loan obligation to the U.S.D.A Rural Development and is now requesting that the City of Auburn, NE, Lessee, purchase the addition pursuant to Provision 10 stated above;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Auburn, Nebraska, that the City of Auburn hereby accepts and agrees to purchase the New Children's Addition on the west side of the Auburn Memorial Library pursuant to Provision "10" of the Lease Purchase Agreement, dated January 10th 2013, for the sum of TEN DOLLARS NO CENTS, (\$10.00), and other good and value consideration as set out within the Lease Purchase Agreement.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the City Council of the City of Auburn, Nemaha County, Nebraska, that the Mayor is hereby authorized to sign any necessary transfer documents to complete the purchase as stated herein; as well as, do all acts necessary to carry out the terms and provisions of this resolution.

ORDINANCE NO. 10-15  
3<sup>rd</sup> Reading

Ordinance No. 10-15, Amending Section 132.07 of the City Code to allow use of firearms at a designated shooting range designed for such purpose, used to promote firearm safety and awareness was approved on 3<sup>rd</sup> (final) reading.

Council Member Janssen moved to authorize the Mayor to Execute the Grant Contract between the City of Auburn and the Nebraska Department of Economic Development for the CDBG 14-DTR-107 Downtown Revitalization Grant by the passage and adoption of Resolution No. 4-16. The foregoing motion was seconded by Council Member Shawn Clark and upon roll call vote, the following Council Members voted "YEA": Janssen, Jeanneret, Billings, Shawn Clark, and Tom Clark. The following voted "NAY": No one. Motion: Carried. A true and correct copy of said resolution is as follows:

RESOLUTION NO. 4-16

Authorizing Chief Elected Official To Execute Grant Contract  
Between City of Auburn & Nebraska Dept. of Economic Development  
For 14-DTR-107 CDBG – Downtown Revitalization

WHEREAS, the City of Auburn, Nebraska, as an eligible unit of general purpose government, has been awarded by the Nebraska Department of Economic Development, a Downtown Revitalization Grant in the amount of \$350,000 for the purpose of funding a Downtown Revitalization Grant program. Matching funds of \$111,000 from building owner participants has been committed to this project; and,

WHEREAS, the City of Auburn, Nebraska will find it in its best interest to enter into such a contract with NDED for said 14-DTR-107 Downtown Revitalization project; and,

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

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Auburn, Nebraska, hereby directs and authorizes the Mayor of the City of Auburn, Nebraska to proceed with the execution of any and all necessary contracts, documents, or other memoranda so as to implement the noted 14-DTR-107 Downtown Revitalization project award.

No action was taken on Agenda Item No. 21 relating to vacant property identified by the address of 1902 P Street.

Council Member Billings moved to approve Resolution No. 5-16 declaring certain residential real estate as a public nuisance and ordering nuisance abatement of said property (1123 13<sup>th</sup> Street) by legal remedy. The foregoing motion was seconded by Council Member Janssen and upon roll call vote, the following Council Members voted "YEA": Janssen, Jeanneret, Billings, Shawn Clark, and Tom Clark. The following voted "NAY": No one. Motion: Carried. A true and correct copy of said resolution is as follows:

RESOLUTION NO. 5-16

Of

THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

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

WHEREAS, the City of Auburn, NE, has identified certain abandon or dilapidated real estate within Auburn, NE as unsightly, in a present state of disrepair, offensive to the senses and injuries

to the comfort, health, repose and/or safety of the residence of the City and tends to depreciate the value of the property of others;

**WHEREAS**, the City through legal counsel has served upon title owners written notice of the poor and dilapidated condition of the real estate and made demand that the property be rehabilitated or demolished;

**WHEREAS**, the City has served written notice on the following properties, identified by street address:

- (1) 1123 13th Street, Auburn, NE (one-story house)  
owner: Mark Banka/Mary Ballue.

**WHEREAS**, the real estate and structures thereon continue to be a health and safety hazard to the public and community and must be demolished and cleared in a safe manner;

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

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Mayor and City Council of the City of Auburn, Nemaha County, Nebraska, that the dilapidated and unsightly structures on the property listed shall be demolished and removed by the owners or by the City of Auburn, NE. by appropriate legal remedy;

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

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

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

There being no further business to come before the Mayor and Council, Council Member Billings moved for adjournment to meet at the call of the Mayor. Council Member Janssen seconded the foregoing motion and upon roll call vote, the following Council Members voted "YEA": Jeanneret, Billings, Shawn Clark, Tom Clark, and Janssen. 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 8, 2016; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

---

Sherry Heskett, City Clerk

City Council Proceedings  
February 8, 2016

The Mayor and Council of the City of Auburn, Nemaha County, Nebraska, were called to meet at the City Hall at 1101 "J" Street on February 8, 2016, at 7:00 o'clock P.M., in Regular Meeting, open to the general public.

The meeting was called to order by Mayor Scott Kudrna. Upon roll call, the following members of the City Council were present: Billings, Shawn Clark, Tom Clark, Janssen, and Jeanneret. Absent: Erickson.

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

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

The City Council approved the financial report.

The following claims were presented before the Council for ratification: AFLAC., Wh-73.80; American Recycling & Sanitation, Se-335.00; BCom Solutions LLC, Se-525.00; Black Hills Energy, Ut-490.70; Board of Public Works, Ut-4,557.50; El Portal, CRA Project Reim-2,400.00; Five Nines Technology Group, Se-10.00; Linda Bantz, Se-350.00; Mark Harms, Ex-500.00; NE Dept. of Revenue, Tax-991.82; Nemaha County Se-26,333.34; Region V-SENDS, Se-375.00; The Standard, Ins-272.84; Time Warner Cable, Se-526.79; Verizon Wireless, Se-46.76; Wex Bank, Su-1,139.70. The following claims (not previously approved by motion or resolution) were presented: Amazon, Bk-376.35; American Legal Publishing, Se-319.07; Auburn Memorial Library Petty Cash, Su-108.82; Auburn Newspapers, Se-971.43; Baker & Taylor, Bk-1,168.39; Board of Public Works, Maint-Su-15.18; Bulldog Auto Parts, Su-196.75; Captain Handy, Se-925.00; Darnell Glass Co., Se-88.95; Data Technologies Inc., Su-143.70; Eakes Office Solutions, Su-375.10; Eggers Brothers Inc., Su-558.05; Filter Care, Se-52.50; Follett School Solutions Inc., Se-829.00; Glenn's Corner Market, Su-39.90; Harmon's OK Tire Store, Su-425.00; Heiman Fire Equip., Su-38.83; JEO Consulting Group Inc., Se-13,707.50; Meyer Laboratory Inc., Equip-Su-5,009.65; Michael Todd & Co. Inc., Su-115.05; Mid Con Systems Inc., Su-504.07; Nemaha County, Reim-1,229.25; Nemaha County Clerk, Fe-60.00; Nemaha County Sheriff, Reim-117.00; OCLC Inc., Sub-54.15; Card Services (Orscheln), Card Transactions-Su-70.38; Overdrive Inc., Bk-254.88; Overhead Door Co. of Omaha, Se-880.00; Petty Cash, Se-Su-257.24; Raymond's Electric, Se-507.25; Rueter's, Su-1,136.83; Sack Lumber Co, Su-40.30; Southeast NE Development District, Se-19.03; Stutheit Implement Co., Su-33.30; Topp's Small Engine, Su-623.28; USPS, Su-98.00.

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

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

Approval was given for Pam Allison to attend the 2016 Tree Care Workshop in Bellevue on March 24, 2016.

Mayor Kudrna proclaimed March 2016 as Problem Gambling Awareness Month.

February 8, 2016

Page 2

The following appointment(s)/reappointment(s) were confirmed by the City Council:

- Board of Adjustment (Alternate) – Dean Coulter
- City Recreation Committee – Matt Hug, Shawn Phillips, Aric Harris, Megan Chapin, Bill Chapin, Brian Voss, Brian Lavigne, Chad Stickell, Ryan Taylor, Matt Dickerson, Nahum Winder, Brett Matteen, Cori Rademacher, JJ Willis and Troy Wynn
- Downtown Revitalization Review Committee – Annie Thomas, Stephanie Fisher, Katy Billings, Chris Erickson, and Janny Crotty

The request by the Auburn Eagles/Auburn Fire Department to have the July 4<sup>th</sup> public fireworks display on the property located at Irvin Park and the Auburn High School was approved as requested contingent upon Auburn School District #29 approval.

The City Council approved Resolution No. 6-16 relating to payment on sanitary sewer assessment on real estate at Lot 4, Block 6, Grandview Addition to Auburn, NE.

Public hearing was held to consider the proposed One and Six Year Plan for Street Improvements in the City of Auburn. Evan Wickersham with JEO Consulting Group Inc. presented the proposed plan. After allowing time for questions and public comment, the public hearing was closed. The City Council approved the One and Six Year Plan for Street Improvements by the passage and adoption of Resolution No. 2-16.

Public hearing was held to consider citizen's comments regarding an amendment to add Section 6 Energy Element to the Auburn Comprehensive Plan. The recommendation of the Planning Commission is to adopt the Energy Element. After allowing time for questions and public comment, the public hearing was closed. The City Council approved the adoption of the amendment to the Comprehensive Plan incorporating "Section 6: Energy Element" by the passage and adoption of Resolution No. 7-16.

It was announced that JEO Consulting Group Inc. will be facilitating the town hall facilities meeting on March 1, 2016, at 7:00 o'clock P.M. at the Auburn Public School Central Office Auditorium at 1713 J Street.

The City Council approved a motion to allow full time employees to authorize a payroll deduction from their pay to enroll and participate in the voluntary dental plan offered through the Principal Financial Group

Approval was given for the transfer of ownership of the new children's addition (addition to the west end of the Auburn Memorial Library) to the City by the passage and adoption of Resolution No. 3-16.

Ordinance No. 10-15, Amending Section 132.07 of the City Code to allow use of firearms at a designated shooting range designed for such purpose, used to promote firearm safety and awareness was approved on 3<sup>rd</sup> (final) reading.

The City Council authorized the Mayor to Execute the Grant Contract between the City of Auburn and the Nebraska Department of Economic Development for the CDBG 14-DTR-107 Downtown Revitalization Grant by the passage and adoption of Resolution No. 4-16.

No action was taken on Agenda Item No. 21 relating to vacant property identified by the address of 1902 P Street.

Resolution No. 5-16 declaring certain residential real estate as a public nuisance and ordering nuisance abatement of said property (1123 13<sup>th</sup> Street) by legal remedy was approved.

Reports were given by the following department heads: street department, fire department, library, and City Treasurer. Kendall Neiman provided an update regarding the airport, answered questions and asked if the Mayor and City Council would like to tour the new hangar building.

February 8, 2016  
Page 3

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

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

Sherry Heskett  
City Clerk

J. Scott Kudrna  
Mayor

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

CITY OF AUBURN  
 TREASURER'S REPORT  
 CALENDAR 2/2016, FISCAL 5/2015

AGENDA ITEM  
 NO 6

ACCOUNT TITLE	LAST REPORT ON HAND	RECEIVED	DISBURSED	BALANCE
GENERAL CHECKING	799,504.29	87,174.97	85,946.91	800,732.35
STREET CHECKING	148,377.67	35,666.02	20,239.76	163,803.93
STREET BOND/WARRANT CHECKING	77,173.98			77,173.98
TOTAL CHECKING:	1,025,055.94	122,840.99	106,186.67	1,041,710.26
TOTAL NSF A/R	.00	.00	.00	.00
TOTAL FIRE DEPT SINKING	74,303.58	.00	.00	74,303.58
TOTAL KENO OPER CHECKING:	.00	.00	.00	.00
TOTAL KENO RESERVE MMA:	28,688.24	4.53	167.10	28,525.67
TOTAL KENO CHECKING	62,883.51	706.31	.00	63,589.82
TOTAL CDBG CHECKING	7,786.46	19.03	19.03	7,786.46
TOTAL CDBG ED MMA:	42,180.90	6.68	19.03	42,168.55
TOTAL CDBG DTR REUSE	39,165.26	960.92	.00	40,126.18
TOTAL CDBG HD SAVINGS:	51,276.26	786.13	.00	52,062.39
TOTAL CRA CHECKING	912,662.70	19,679.37	22,147.46	910,194.61
TOTAL CITY REC CHECKING	70,611.68	.00	.00	70,611.68
GENERAL CD #23810 FNB	75,000.00			75,000.00
GENERAL CD #24089 FNB	75,000.00			75,000.00
GENERAL CD #23926 ASB	50,000.00			50,000.00
GENERAL CD #23927 ASB	50,000.00			50,000.00
GENERAL CD #23928 ASB	50,000.00			50,000.00
GENERAL CD #23925 ASB	50,000.00			50,000.00
TOTAL C.D.'S:	350,000.00	.00	.00	350,000.00
TOTAL CASH ON HAND:	2,664,614.53	145,003.96	128,539.29	2,681,079.20

## **AGENDA ITEM NO. 7**

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

Sherry Heskett

VENDOR NAME REFERENCE

AGENDA ITEM  
 NO 7

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 ACCOUNTS PAYABLE CLAIMS  
 -----

GENERAL FUND

AFLAC	AFLAC INS WH	73.80
AMERICAN RECYCLING SANITATION	GARBAGE SERVICE	335.00
BCom Solutions, LLC	BACKUP, BRANDING, MARKETING	525.00
BOARD OF PUBLIC WORKS	ELEC	4,757.27
FIRST NATIONAL BANK OMAHA	VACUUM	63.43
FIVE NINES TECHNOLOGY GROUP	EMAIL PROTECTION	10.00
REGION V-SENDS	CUSTODIAL SERVICES	135.00
THE STANDARD	LIFE INSURANCE	187.56
TIME WARNER CABLE	PHONE	311.67
TREE CARE WORKSHOPS UNL	TREE CARE WORKSHOP PAM ALLISON	50.00

=====  
 6,448.73

POLICE DEPARTMENT

NEMAHA COUNTY	LAW/CODE ENFORCEMENT	26,333.34
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	POLICE DEPARTMENT	26,333.34
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FIRE DEPARTMENT

BLACK HILLS ENERGY	GAS BILL	596.91
BOARD OF PUBLIC WORKS	ELEC	198.16
REGION V-SENDS	CLEANING SERVICE	50.00
THE STANDARD	LIFE INSURANCE	288.64
TIME WARNER CABLE	PHONE	89.39
WEX BANK	FUEL EXPENSE	10.00

	FIRE DEPARTMENT	1,233.10
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PARK DEPARTMENT

BOARD OF PUBLIC WORKS	ELEC	733.13
TIME WARNER CABLE	PHONE	41.91
TROY WYNN	REIMBURSEMENT DAKTRONICS	522.50
WEX BANK	FUEL EXPENSE	62.41

	PARK DEPARTMENT	1,359.95
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SR. CENTER DEPARTMENT

BLACK HILLS ENERGY	GAS BILL	35.37
BOARD OF PUBLIC WORKS	ELEC	747.26
REGION V-SENDS	CUSTODIAL SERVICES	190.00

VENDOR NAME	REFERENCE	VENDOR TOTAL
	SR. CENTER DEPARTMENT	972.63
	LIBRARY DEPARTMENT	
BOARD OF PUBLIC WORKS	ELEC	2,182.34
LINDA BANTZ	CUSTODIAL SERVICES	350.00
THE STANDARD	LIFE INSURANCE	58.86
WINDSTREAM NEBRASKA INC	PHONE	26.99
	LIBRARY DEPARTMENT	2,618.19
	POOL DEPARTMENT	
BLACK HILLS ENERGY	GAS BILL	22.04
BOARD OF PUBLIC WORKS	ELEC	550.26
TIME WARNER CABLE	PHONE	41.91
	POOL DEPARTMENT	614.21
	GENERAL FUND	39,580.15
	STREET FUND	
BLACK HILLS ENERGY	GAS BILL	105.53
BOARD OF PUBLIC WORKS	ELEC	4,878.95
MARK HARMS	LAND USE	500.00
THE STANDARD	LIFE INSURANCE	127.28
TIME WARNER CABLE	PHONE	41.91
VERIZON WIRELESS	CELL PHONE BILL	94.87
WEX BANK	FUEL EXPENSE	688.90
		6,437.44
	STREET FUND	6,437.44
	COMM REDEVELOP AUTHORITY	
AUBURN NEWSPAPERS	PUBLISHING RFP PHASE 12	14.64
CARD SERVICES	TIF PAYMENT CO COLLECTIONS	22,132.82

ACCOUNTS PAYABLE ACTIVITY  
CLAIMS REPORT

VENDOR NAME REFERENCE VENDOR TOTAL

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ADMIN 22,147.46

COMM REDEVELOP AUTHORITY 22,147.46

\*\*\*\* PAID TOTAL \*\*\*\* 68,165.05

\*\*\*\*\* REPORT TOTAL \*\*\*\*\* 68,165.05

City of Auburn  
 ACCOUNTS PAYABLE ACTIVITY  
 CLAIMS REPORT

VENDOR NAME	REFERENCE	AGENDA ITEM NO 7
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ACCOUNTS PAYABLE CLAIMS

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GENERAL FUND

AUBURN NEWSPAPERS	PUBLISHING :	517.17
BCom Solutions, LLC	COMPUTER MEMORY	75.98
EAKES OFFICE SOLUTIONS	SUPPLIES	126.31
FIRST NATIONAL BANK OMAHA	CARD TRANSACTIONS	566.00
FIVE NINES TECHNOLOGY GROUP	COMPUTER HARDDRIVE-CAMERA SYST	340.10
JEO CONSULTING GROUP INC.	ENGINEERING WEST WATER SYSTEM	5,240.00
MARTIN'S FLAG COMPANY LLC	FLAGS	147.08
MEYER LABORATORY INC	SUPPLIES	67.00
CARD SERVICES	SUPPLIES ICE MELT	24.68
PETTY CASH	PETTY CASH RUG SERVICE	15.94
USPS	STAMPS	98.00
XEROX CORPORATION	EQUIP/MAINT BASE CHARGE	575.12

=====

7,793.38

FIRE DEPARTMENT

ALAMAR UNIFORMS.	BADGES	164.63
BULLDOG AUTO SUPPLY INC	PARTS-BATTERY	254.00
HEIMAN FIRE EQUIPMENT	BUNKER GEAR	901.38
HOCKENBERGS	WORK TABLE	286.05
LYNCH'S HARDWARE & GIFTS	CLEANING SUPPLIES	24.98
PETTY CASH	PETTY CASH POSTAGE	3.22

=====

1,634.26

PARK DEPARTMENT

BSN SPORTS	TENNIS NETS	636.83
CLINTON CLARK STUMP REMOVAL	STUMP REMOVAL AT LAKE & PARK	145.00
KRIZ-DAVIS COMPANY	LIGHTING PROJECT	8,132.57
MENARDS	TRASH BAGS	47.96
PETTY CASH	PETTY CASH POSTAGE	64.62

=====

9,026.98

SR. CENTER DEPARTMENT

LYNCH'S HARDWARE & GIFTS	BATTERY	19.84
S SYSTEMS	LAPTOP/PRINTER	909.98

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929.82

LIBRARY DEPARTMENT

AMAZON	BOOKS/AVS	896.33
AUBURN HIGH SCHOOL	AHS ANNUAL	40.00

City of Auburn  
 ACCOUNTS PAYABLE ACTIVITY  
 CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL
AUBURN MEM. LIBRARY PETTY CASH	ILL POSTAGE	157.82
AUBURN NEWSPAPERS	PUBLISHING	41.40
BAKER & TAYLOR	BOOKS/AVS	308.31
BOARD OF PUBLIC WORKS	MAINTENANCE MATERIALS	74.63
DEMCO	SUPPLIES	509.50
FOLLETT SCHOOL SOLUTIONS INC	SUPPLIES	84.92
GALE/CENGAGE LEARNING	BOOKS/AVS	210.72
GENERAL FIRE AND SAFETY EQUIPM	FIRE ALARM INSPECTION	222.85
KATHY NELSON	BOOK	15.00
NICHOLS MASONRY	BRICK WORK TO LIBRARY	500.00
OCLC INC	ILL SUBSCRIPTION	54.15
CARD SERVICES	SUPPLIES ICE MELT	24.68
OVERDRIVE, INC.	BOOKS/AVS	97.98
THE PENWORTHY COMPANY	BOOKS/AVS	172.70
	LIBRARY DEPARTMENT	<u>3,410.99</u>
	POOL DEPARTMENT	
ACCO	TECH SERVICE-SWEEP VAC	282.25
AUBURN NEWSPAPERS	PUBLISHING	45.00
JEO CONSULTING GROUP INC.	ENGINEERING SPLASHPAD	2,475.00
DHHS	PERMIT-PERMIT 16 FOR 2016 POOL	80.00
	POOL DEPARTMENT	<u>2,882.25</u>
	GENERAL FUND	<u>25,677.68</u>
	STREET FUND	
BOARD OF PUBLIC WORKS	SAFETY LANYARDS	84.75
BOBCAT OF OMAHA	PARTS	124.65
BULLDOG AUTO SUPPLY INC	SHOP SUPPLIES/PARTS	111.36
CONCRETE INDUSTRIES INC.	SALT & SAND MIX	1,074.99
EGGERS BROTHERS INC	LABOR	802.51
FILTER CARE	CLEAN FILTERS	7.55
GILBERT SERVICES	AXLE/TIRE REPAIR	140.00
MARTIN MARIETTA MATERIALS	ROCK/GRAVEL	417.61
MENARDS	DIESEL CONDITIONER	93.48
MICHAEL TODD & CO. INC.	STOP SIGNS	266.13
MIDWEST SERVICE AND SALES CO.	PARTS	594.00
CARD SERVICES	SUPPLIES	187.20
PETTY CASH	PETTY CASH FUEL	3.80
SACK LUMBER COMPANY	SHOP SUPPLIES	19.99
TOPP'S SMALL ENGINE	PARTS/LABOR	348.39

VENDOR NAME	REFERENCE	VENDOR TOTAL
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=====  
4,276.41

STREET FUND

=====  
4,276.41

\*\*\*\* PAID TOTAL \*\*\*\*

29,954.09

\*\*\*\*\* REPORT TOTAL \*\*\*\*\*

=====  
29,954.09  
=====

*Auburn Memorial Library*

**March 2016**

Request for workshop attendance:

*CASTL meeting (conversation amongst small town librarians)*– Beatrice, NE, March 24, 2016 10:00 – 3:00.

I would need reimbursement for mileage.

*Public Library Association Convention* – Denver, CO, April 6-9, 2016.  
The Library Foundation is paying for registration, meals, hotel, and mileage.  
No reimbursement is needed from the City.

AGENDA ITEM NO. 8

I would like to attend a Municipal Clerks conference in Kearney later this month and the International Institute of Municipal Clerks Academy/Conference in May. It is a special opportunity this year to attend the International Institute because it is being held in Omaha.

Sherry Heskett

AGENDA ITEM NO. 8

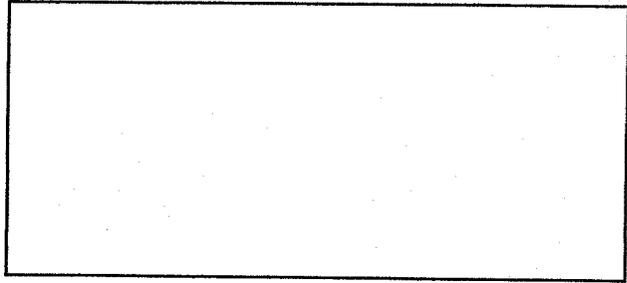
*Tree City USA Award Ceremony*

Request to send members of the Auburn Municipal Tree Board to the annual Tree City USA award ceremony on April 5<sup>th</sup> at the State Capitol Building in Lincoln.

It is Auburn's 40<sup>th</sup> year as this designation.

**APPLICATION FOR SPECIAL  
DESIGNATED LICENSE**

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



DO YOU NEED POSTERS? YES  NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

**COMPLETE ALL QUESTIONS**

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

2. Liquor license number and class (i.e. C-55441)  
(If you're a nonprofit organization leave blank) 055433

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

NAME: AMERICAN LEGION #23

ADDRESS: 909 I ST

CITY AUBURN NE. ZIP 68305

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

BUILDING NAME AG. BUILDING

ADDRESS: 816 I ST. CITY AUBURN NE

ZIP 68305 COUNTY and COUNTY# NEMAH

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

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

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

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

Date <u>4-30-16</u>	Date	Date	Date	Date	Date
<u>Hours</u> From <u>6:00 PM</u> To <u>12:00 AM</u>	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From
	To	To	To	To	To

a. Alternate date: NA

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

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

- Dance 
  Reception 
  Fund Raiser 
  Beer Garden 
  Sampling/Tasting  
 Other \_\_\_\_\_

7. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 90' x 90'  
(not square feet or acres)

\*Outdoor area dimensions of area to be covered **IN FEET** \_\_\_\_\_ x \_\_\_\_\_

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

If outdoor area, how will premises be enclosed?

Fence; \_\_\_\_\_ snow fence \_\_\_\_\_ chain link  cattle panel  
 \_\_\_\_\_ other \_\_\_\_\_  
 Tent

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

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

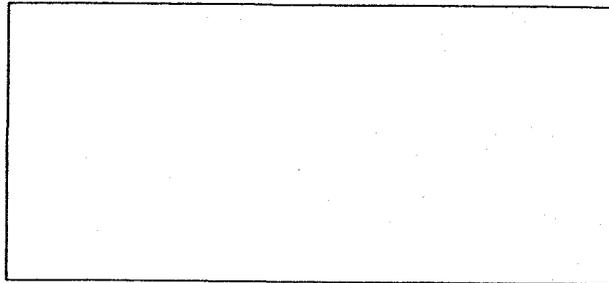
I.D. CHECK @ ENTRANCE - USE OF ARM BANDS - AND SECURITY

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

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

APPLICATION FOR SPECIAL  
DESIGNATED LICENSE

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



DO YOU NEED POSTERS? YES  NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

COMPLETE ALL QUESTIONS

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

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

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

NAME: Leslie Gary

ADDRESS: 2404 J. St

CITY Auburn ne. ZIP 68305

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

BUILDING NAME Auburn Discount Ltd.

ADDRESS: 2404 J. St. CITY Auburn

ZIP 68305 COUNTY and COUNTY# Nemaha

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

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

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

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

Date <u>4/30/16</u>	Date	Date	Date	Date	Date
Hours From <u>3:00</u>	Hours From	Hours From	Hours From	Hours From	Hours From
To <u>10:00</u>	To	To	To	To	To

a. Alternate date: Same

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

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

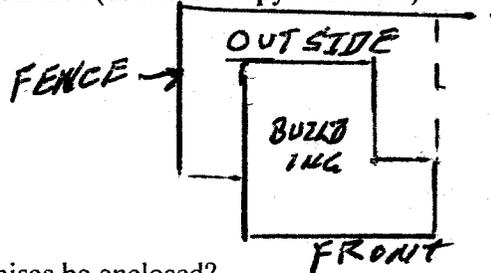
- Dance  
  Reception  
  Fund Raiser  
  Beer Garden  
  Sampling/Tasting  
 Other \_\_\_\_\_

7. Description of area to be licensed

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

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

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



If outdoor area, how will premises be enclosed?

Fence; snow fence  chain link  cattle panel  other \_\_\_\_\_

Tent

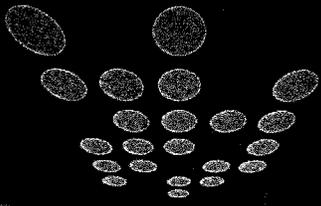
8. How many attendees do you expect at event? 100 or more

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

Check I.D.s and wrist band.

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

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



**Exhibit A**

**Statement of Work  
For  
The City of Auburn, NE**

**Project Name:**

1. Development of a *City WebGIS* Site
2. Implementation of SimpleSigns™ Sign Inventory Management Software

**Prepared for the City of Auburn and the Auburn Board of Public Works**

Project No. 0900-001

March 4, 2016

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## EXECUTIVE SUMMARY

This Statement of Work outlines the Services to be performed and/or the Deliverables to be developed (the "Project") by GIS Workshop LLC ("GISW") pursuant to and governed by that certain Master Services Agreement dated **March 4, 2016** (the "Services Agreement"), by and between GIS Workshop, LLC and the City of Auburn, NE ("Client"). This Statement of Work will also set forth the scope of the Services, a description of the Deliverables, responsibilities for all parties, and the estimated fees. Any capitalized terms used, but not defined herein, shall have the meaning ascribed to it in the Services Agreement.

## TERMS AND CONDITIONS

The terms of this SOW are governed by the Master Services Agreement, Project Number 0900-001, dated March 4, 2016.

## PROJECT OVERVIEW

The City of Auburn, NE would like to contract with GIS Workshop for GISW's *City WebGIS*, a mobile-friendly WebGIS site consisting of public and private data layers and tools designed to both aid in utility asset management and keep the public informed of City operations. The City of Auburn's *City WebGIS* site will initially contain eight (8) user mode tabs that will house various data layers of interest to Auburn Utilities Department staff and the residents of Auburn: Water, Sanitary Sewer, Storm Sewer, Electric, Fiber, Gas, Public, and Management Tabs. The user mode tabs, tools, and functionality of the City of Auburn WebGIS site are described in greater detail in the sections below.

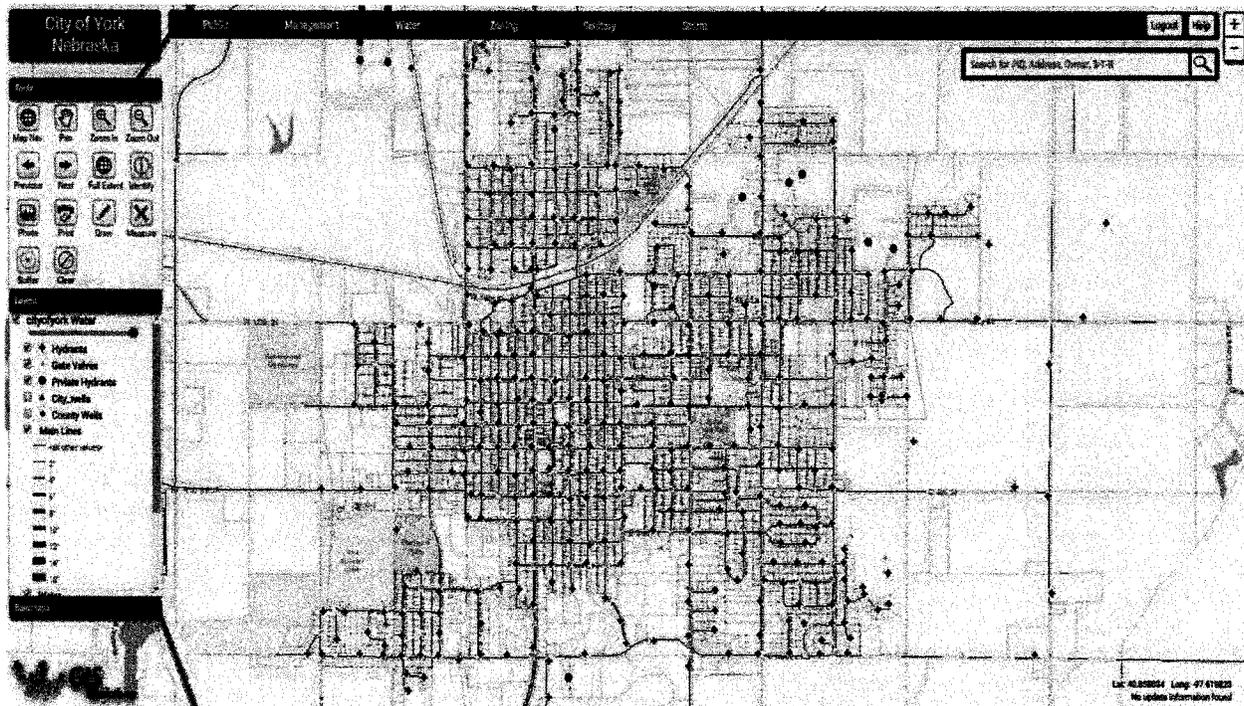


Figure 1: Example of the *City WebGIS* interface.

In addition to *City WebGIS*, the City of Auburn would also like to implement GISW's SimpleSigns™ Sign Inventory Management Software. This sign inventory software integrates seamlessly with *City WebGIS* and will allow the City of Auburn to actively collect, manage, and report their sign inventory within the City. The functionality and cost of implementing the SimpleSigns software for the City of Auburn is also described in greater detail in the sections below.

## CITY WEBGIS

## USER MODE TABS AND DATA LAYERS

The *City WebGIS* will have different available user mode tabs and data layers. The Auburn, NE *City WebGIS* site will initially be populated with the following utility tabs and data layers, provided the data is delivered to GISW in the proper GIS-compatible format (shapefile, geodatabase, or Excel spreadsheet with (x,y) coordinates):

1. Water Tab
  - a. Parcels\*
  - b. Basemaps
  - c. Hydrants
  - d. Hydrant Valves
  - e. Lateral Lines
  - f. Main Lines
  - g. Curb Stops
  - h. Valves
  - i. Manholes
  - j. Wells
  - k. Water Treatment Facilities
  - l. Air Releases
  - m. Water Towers
2. Sanitary Sewer Tab
  - a. Parcels\*
  - b. Basemaps
  - c. Sewer Cleanouts
  - d. Sewer Manholes
  - e. Sanitary Mains
  - f. Pressure Mains
3. Storm Sewer Tab
  - a. Parcels\*
  - b. Basemaps
  - c. Manholes
  - d. Main Lines
  - e. Inlets
  - f. Outlets
  - g. Levees
  - h. Storm Culverts
  - i. Storm Ditches
  - j. Floodplains
  - k. Substations
4. Electric Tab
  - a. Parcels\*
  - b. Basemaps
  - c. Cabinets
  - d. Capacitors
  - e. Guy Poles
  - f. Guys
  - g. Power Poles
  - h. Switches
  - i. Transformers
  - j. Powerlines
  - k. Substations
5. Fiber

- a. Fiber Points
- b. Fiber Lines
- 6. Gas
  - a. Gas Shut Offs
- 7. Public Tab
  - a. Parcels\*
  - b. Basemaps
  - c. Comprehensive Zoning
  - d. City Zoning
  - e. Floodplains
- 8. Management Tab
  - a. Management tab will include all layers from all tabs

\*Client must obtain the written permission of Nemaha County, NE to display parcel information on the *City WebGIS* site.

With the exception of the basemaps which are supplied by GISW, the City of Auburn will supply GISW with the above layers in shapefile, geodatabase, or (x,y) coordinate format to be featured in the *City WebGIS*, as well as any layers that may be developed in the future. Any layers not initially provided by the City of Auburn will be omitted upon setup of the WebGIS and will be added to the website at a later date. Any layers that are not in the proper GIS format and require new digitization and creation is considered a separate project and is not covered under the set-up or the annual subscription fees.

## LOGIN PROTECTION

The WebGIS application protects sensitive information by requiring login credentials for any user mode except the Public mode (see Fig. 2).

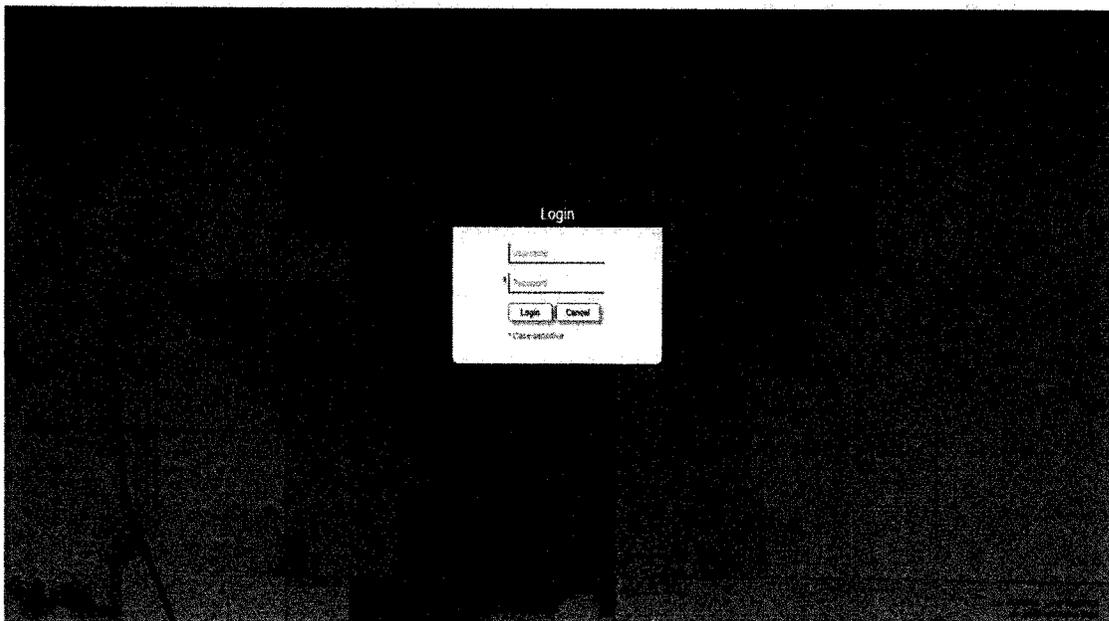


Figure 2: The WebGIS opens to the Public mode. Login credentials are required to access any other user mode.

## WEBGIS TOOLS & FUNCTIONALITY

The City of Auburn WebGIS site will include the following tools:

1. Full-text Search Bar



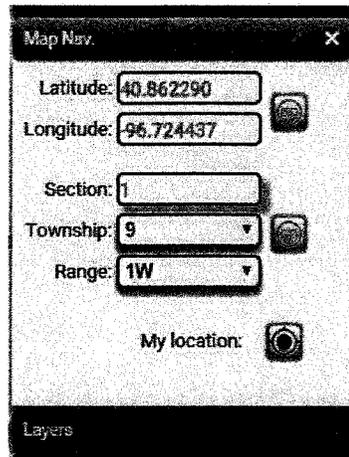


Figure 4: Map navigation tool allows for quick search options.

## IDENTIFY TOOL

When activated, the identify tool allows a user to click on a feature or a parcel on the map to see a pop-up window appear with basic information about the feature or parcel. Property card information is also available through the identify tool.

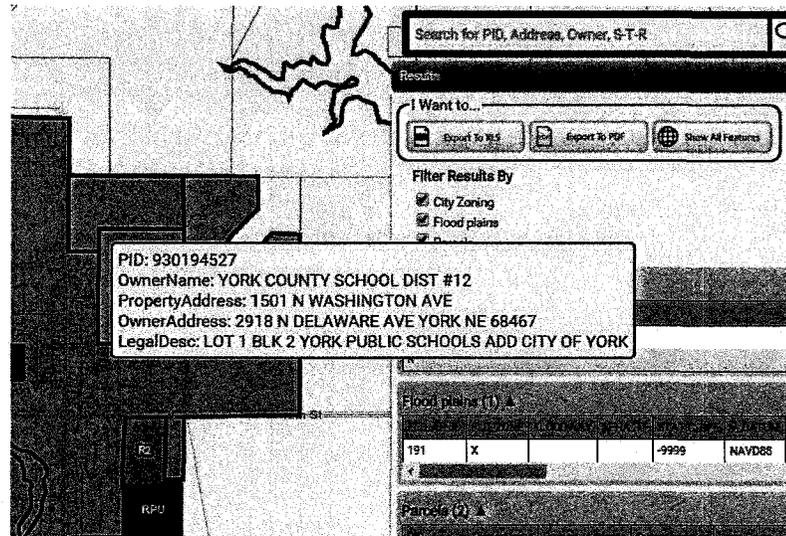
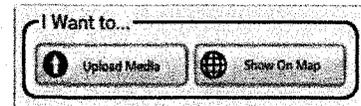


Figure 5: Activated identify tool and information box results with link to property card.

Users may also use the Identify tool to upload media and associate it with the feature. Once a feature is selected through the Identify tool or from the search results, logged in users will see a button to 'Upload Media.' They may then upload any files including documents, photos, spreadsheets, and videos associated with that feature. Once media has been uploaded, it will appear in the Identify results until deleted from the system.



## WORK ORDER TOOL

The work order tool helps coordinate efforts between City personnel. For example, if a phone call comes in regarding low water pressure or sewage backup, the logged in user can use the work order tool to create a new work order and assign the correct utility department and personnel. The user may enter a work order directly from the feature once it has been selected by clicking on 'Create Work Order' in the details menu. Users may also enter

and manage work orders directly through the work order tool available in the tools menu. The user may input details of the work order directly through the website, including priority level, status, due date, description, feature ID, special instructions, and more. Features can be added to the work order so that the system can track work order and event history for a specific feature.

All work orders will be displayed in a table within the work order menu. Once a work order is created, it may be accessed using the work order search functionality within the work order menu, selected from the sortable table, or found using a series of available filters. Over time, work order features will illustrate where potential capital improvements need to be scheduled.

## EDITING TOOL

The editing tool allows users to edit features directly from the site. This editing functionality will be activated for the administrative/management user and will apply to all departments available within the management mode. The user may select a feature and view all attributes associated with that feature. Upon viewing attributes, the user may choose to edit any attribute information from the portal, including location. When the updates are saved, all changes will be reflected both on the website and in the database.

This feature is an add-on to the core functionality of the website and is associated with an additional charge. The Public Works Director will have access to the administrative editing component associated with the respective management login. Additional mode-specific editing functionality may be added for an additional \$190 per mode (paid annually), and will extend only to the features specific to that mode.

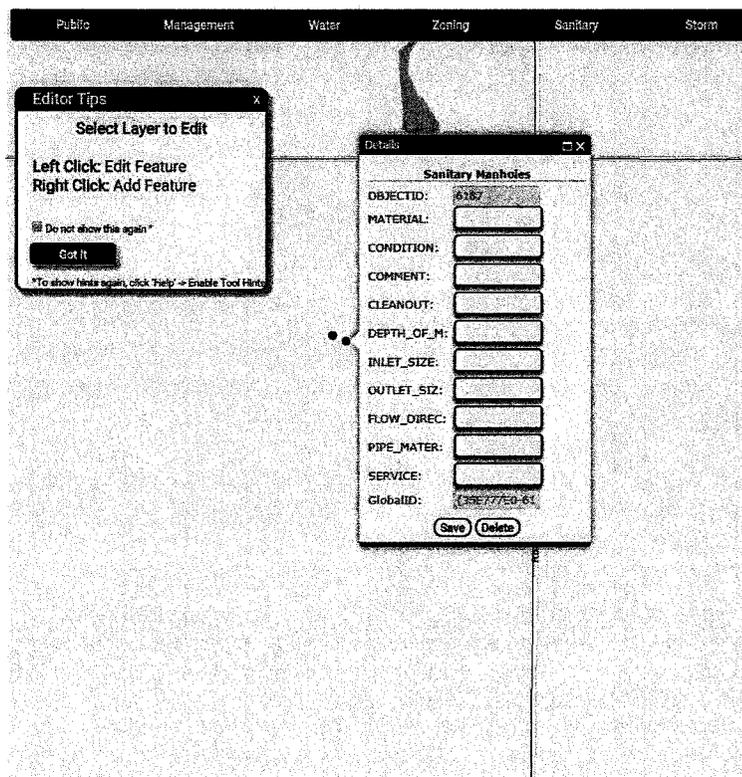


Figure 6: Edit features directly on the website using the editing tool.

## MEASUREMENT TOOL

Length (feet, meters, miles, and kilometers ) and area (acres, square miles, hectares, square yards, square feet, and square meters) measurements can be easily performed via the measurement tool. Using this tool, simply click at the starting point and double click at the ending point to measure a length or draw a polygon by clicking at each vertex location to measure the area.

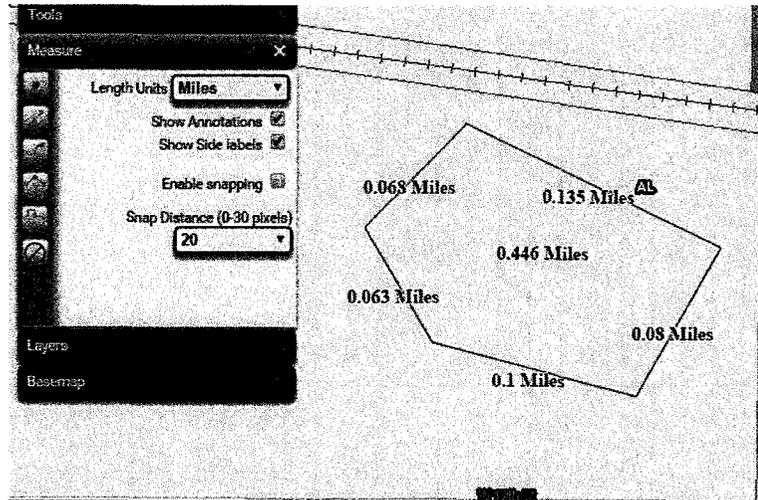


Figure 7: Measurement tool showing total perimeter and by segment (in miles) of the user-drawn line segments within a parcel.

## DRAWING TOOL

The drawing tool offers a wide range of options to mark up the map. The drawing tool offers options for point, line, polygon and text size, color and transparency. The drawing tool, combined with the print to email tool, allows clients to provide immediate feedback to GISW technicians.

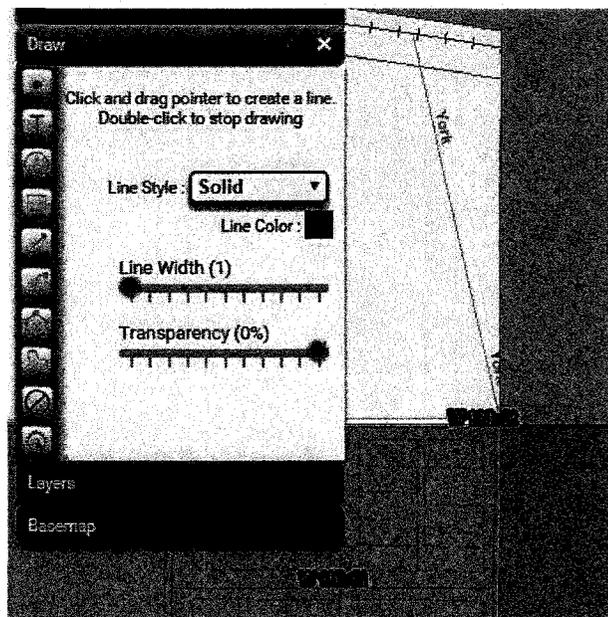


Figure 8: Drawing Tool

PRINT TOOL

The print tool is an excellent way for GISW clients to send information that they have drawn using the drawing tool directly to a technician to request a data update. This tool allows anyone to save a screenshot of the map image on their screen (including all modifications made using the drawing tool) and save the image as a PDF. Additionally, users may create a customized map complete with optional Title, Legend, and North Arrow.

You may click the checkboxes in the dropdown next to the Title (and enter the desired title in the provided box), Legend, or North Arrow to integrate these into the map that will be generated. Please note, both the map and the legend will display ONLY the features that are currently turned on within the Layers Menu. You may also select from a variety of preset page sizes as well as determine landscape or portrait. If you have access to a plotter or oversized printer, you may select from one of the pre-existing large page sizes to poster-sized maps.

Select 'To PDF' to create a pdf of the map with all the options you have selected, which you may then email or print.

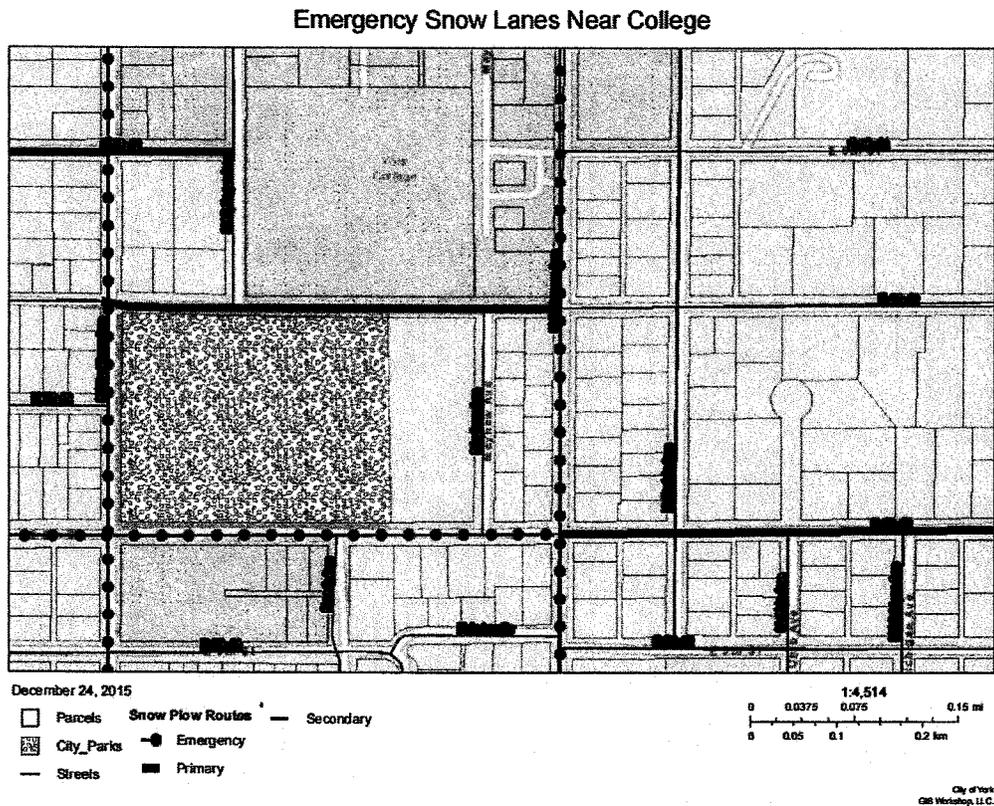


Figure 9: Map PDF with Title and Legend Turned On

**WEBGIS MAINTENANCE**

GISW will host the City of Auburn's City WebGIS site on our triple redundant servers. Subscription fees will be payable annually in October of each year. Subscription fees include hosting, website technical support, software maintenance, and upgrades as they are developed by GISW. GISW will notify the City of Auburn of new features or enhancements when they are published to the production server.

## MEDIA DATA MANAGEMENT

The first 5 GB of media data storage (photos, documents, PDFs, spreadsheets, etc.) are included in the *City WebGIS* free of charge. Additional data storage packages are available for purchase for users who require more than 5 GB of media data storage.

## WEBGIS DATA UPDATES

GISW will upload new data layers supplied by the City of Auburn on a monthly or 'as-needed' basis. The City of Auburn will supply updates in a readily GIS-compatible format (shapefile, geodatabase or Excel with (x,y) coordinates).

## SIMPLESIGNS SIGN INVENTORY MANAGEMENT SYSTEM

SimpleSigns™ is simple, easy-to-use sign inventory management software that meets the federal requirements to properly manage traffic signs. This software houses your sign inventory data, allows you to track and log activities related to your signs, and produces reports about your sign data for regulatory compliance, maintenance, and management. The inventory software captures all the relevant features of the sign and periodic activities, such as installations, inspections, and repairs that accumulate for each sign over the years.

The screenshot displays the SimpleSigns software interface. At the top, there are tabs for 'View Media' and 'Edit Media', and a 'New Media w/ GPS Tracking' button. Below this, the 'Sign ID' is 1 and the 'Tag No.' is 1692. The 'Sign Location' section includes fields for 'Route' (UNKNOWN), 'City', and 'State'. The 'Sign Properties' section includes 'NETCD' (RL-1: Stop: STOP), 'Sign' (STOP), 'Material' (Aluminum), 'Width' (24), 'Height' (30), 'Color' (High Intensity), 'Post Type' (Telescop), 'Back Color' (Red), 'Lenses Color' (White), and 'Check' (Checked). The 'Sign Properties last updated by: User on 3/6/2013 10:36:40 PM' is noted. Below this, there are buttons for 'New Sign', 'Replace', and 'Delete Sign'. The bottom section shows a date of 3/28/2013 and a 'Don' field. There are also buttons for 'New Activity', 'Restore', and 'Delete Activity'.

Figure 10. SimpleSigns easy-to-use interface.

## COLLECT DATA

The software allows you to collect inventory data for signs including sign location, sign details, sign properties, and log activities for the signs. To collect sign inventory management data, simply use the Edit Mode and enter in the pertinent details about the sign using a series of text boxes and dropdown menus. Data collected may include an identifier or unique sign ID, Location information, Sign description, and Actions. Record all inventory data using editable dropdown menus containing a wide variety of item choices. In addition, we can configure additional textboxes, dropdown boxes, and checkboxes to meet all your data collection needs. Once data is collected, it will

be housed in a signs database and can be accessed to view, edit, or add additional sign detail. Filters may be applied to each data field to sort for specific signs or a specific subset of signs. The software will record the time and initials of the person collecting the data for future reference.

**Note: Each license permits 2 installations - one editing installation and one read-only installation. Only the computer with the editing license may edit data.**

## GPS INTEGRATION

The SimpleSigns software features the direct connection of a GPS receiver to a laptop for accurate sign coordinates. When collecting data, the GPS location may be imported automatically.

Any GPS unit should work with SimpleSigns, provided it meets the following requirements:

- Output format of NMEA 0183
- Coordinate Datum of WGS 1984
- Connects via one of the options below:
  - Serial port
  - USB or Bluetooth, creating a virtual serial port. Virtual serial ports are listed in the Device Manager and are assigned a COM number.

Once the GPS unit is connected and all necessary software is installed on the machine, the software can import the spatial data for each sign. Any GPS unit using a USB or Bluetooth connection will require the installation of GpsGate Client for Windows, free software available from Windows (available at <http://www.gpsgate.com/download>). We will provide a step-by-step guide for installing and configuring GpsGate and using a GPS unit with the software.

The accuracy of the data will depend on the device being used. If no direct connect option is used, all locational information may be input manually by entering the appropriate lat/long for each sign.

## CITY WEBGIS INTEGRATION

SimpleSigns Desktop software integrates seamlessly with GISW's *City WebGIS* as long as there is a GPS coordinate for the sign. Every time the 'SignBuilder' is run on the SimpleSigns software, all the sign locations and details will be automatically updated and reflected on the *City WebGIS* site. Once the sign information is uploaded to the WebGIS site, you will be able to view the sign location on the map, select signs to view the associated data housed in SimpleSigns, and select signs or a subset of signs in SimpleSigns to see where they are located on the map. This spatial integration enhances the SimpleSign application by providing an essential visual component for effectively viewing, tracking, and managing signs.

## RETROREFLECTOMETER INTEGRATION

SimpleSigns Desktop software includes the capability for direct connection of Delta GR3 or RoadVista 922 retroreflectometer data for collection of sign reflectivity measurements. The software supports the barcode reader used in conjunction with either of these devices and allows for automatic calculation of contrast between legend and background measurements. Integrating with the retroreflectometer ensures all the data captured is recorded and stored properly with the rest of the sign inventory details.

## REPORTS

SimpleSigns software is equipped with eleven standard reports including:

- Sign Inventory (with or without sign history)
- Sign Count by MUTCD and Condition
- Signs to Replace (based on sign age)
- Many more

Reporting allows users to make the most of their inventory and take an active role in asset management. Each report is viewable within the software or may be exported and saved.

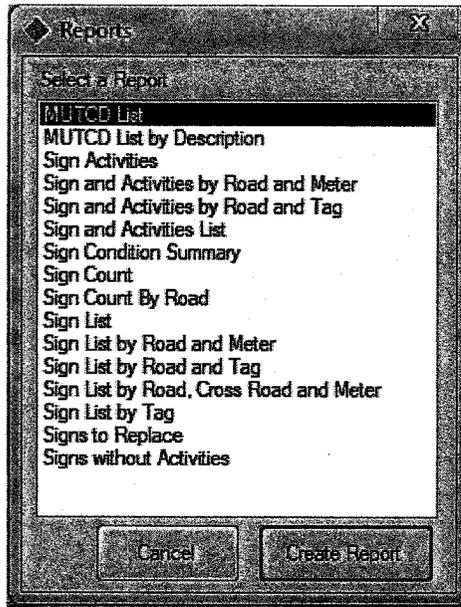


Figure 11. A variety of reports are available.

## SIMPLESIGNS SYSTEM REQUIREMENTS

The following are system requirements for the installation and use of SimpleSigns (or other SimpleApps) software.

### OPERATING SYSTEM

- Full version of Windows Vista, 7 or higher (either 32-bit or 64-bit), not including Windows RT. SimpleSigns will run on WindowsXP, but it is not recommended because Microsoft no longer supports WindowsXP and, therefore, no longer releases security updates.
- At least 1 GB of RAM

### MICROSOFT SOFTWARE

All standard updates for Microsoft Windows can be downloaded from <http://www.microsoft.com/downloads>

- Microsoft NET Framework 3.5
- Microsoft Internet Explorer 5.01 or later
- Data Access Components
  - Windows Data Access Components, which is included in Windows starting with Windows Vista, or
  - Microsoft Data Access Components (MDAC) 2.8 (if operating system is WindowsXP)
- Approximately 500 MB of disk space for software files, sign database and map files.

- Additional disk space if you plan to store pictures of signs. The amount needed depends on the number of pictures, but can be many gigabytes.

#### REQUIRED TO USE A RETROFLECTOMETER WITH SIMPLESIGNS

- Bluetooth technology is used to send retroreflectivity measurements from a retroreflectometer directly to SimpleSigns.
- Bluetooth must output to a virtual serial port.

SimpleSigns stores the sign data in a Microsoft Access database; Microsoft Access does **NOT** need to be installed in order to use SimpleSigns. A sign shapefile is created by SimpleSigns, which can be accessed by GIS software such as ArcGIS to view signs and their related data.

#### LICENSING AND ANNUAL MAINTENANCE/SUPPORT

Each SimpleSigns license includes one (1) editing seat and one (1) read-only seat. The current version of this software is desktop-based and may be installed on a desktop or laptop computer with a Windows Operating System.

Annual Maintenance/Support includes all software installation and upgrades, unlimited technical phone support, web-based training, and one custom report per year.

#### TRAINING AND SUPPORT

GISW supports clients on a daily basis, so we know what is important to you and how to make the GIS data useful. GISW will provide the following training for the City of Auburn upon completion of the City WebGIS set-up and installation of the SimpleSigns software:

- One-hour online training session on the use of the WebGIS and the process flow for providing scheduled updates of GIS layers provided by the City of Auburn.
- One-hour online training session on the implementation of SimpleSigns

#### PROJECT RESPONSIBILITIES

GISW expects the City of Auburn to provide and/or be responsible for the following items:

- Provide all necessary GIS layer data in GIS (shapefile or (x,y) coordinate) format
  - If a layer isn't provided in the proper GIS format by the City, it will be omitted
- Provide any other data as required
- Timely assistance in the clarification of any questions that may occur
- Provision of any GIS or data updates for regular maintenance of GIS
- Client makes themselves available within six (6) weeks of project completion for web-based training. If the Client does not complete the training within this period, the project is considered delivered and accepted.

#### PROJECT TIMELINE

Upon signature of the Master Service Agreement and the Statement of Work, the GISW team will begin the project. We anticipate project completion within ten (10) weeks of contract execution. Because of our reliance on

various City offices to perform certain steps in the project, we cannot be held liable for any delays in delivering the final product.

**COST AND PAYMENT SCHEDULE**

Variations and/or additions to those tasks/features/services stated within are subject to additional costs. Please note the subscription pricing below is for 3 years, which locks in maintenance and subscription pricing during that timeframe with a signed contract.

Set-up Deliverables	Cost
City WebGIS Site Development & SimpleSigns Set-up	\$9,300
First Year of City WebGIS Subscription	\$ included
First Year of SimpleSigns Maintenance & Support	\$ included
Web-based Training	\$ included
Editing Tool	\$600
<b>Total Set-up Cost*</b>	<b>\$9,900</b>

Ongoing Annual Subscription Costs	Cost
Annual WebGIS Subscription**	\$3,750
Annual Editing Tool Subscription	\$600
Annual SimpleSigns Maintenance & Support	\$300
<b>Total Annual Costs***</b>	<b>\$4,650</b>

\* 75% of the total set-up cost to be invoiced upon completion of the project (\$7,425). The remaining 25% will be invoiced upon training and delivery acceptance of the Set-up Deliverables (\$2,475). Client has six (6) weeks upon project completion to receive web-based training. If this does not occur, the project is considered delivered and accepted, and the final invoice will be sent. Both invoices are Net-30 terms.

\*\* Subscription price includes website technical support, hosting, software maintenance & upgrades, and data layer updates. Subscription, maintenance, and support begin upon completion of the WebGIS. Annual invoices are Net-30 terms.

\*\*\*Annual costs are due on October 1<sup>st</sup> of each year. The first twelve (12) months of the subscription are included in the Tab set-up. Subscription fees will then be pro-rated from the end of this 12-month period through the end of the first billing cycle. Regular annual billing occurs thereafter.

**CHANGE ORDERS**

Significant changes in, or additions to, this Statement of Work during the project that require additional consulting time from GISW will require a Change Order to detail a revised Statement of Work. This will ensure that the changes to the Statement of Work are documented, and that both the CLIENT and GISW agree to the changes.

A Change Order reflects the new deliverables, activities, and budget for the remainder of the project. It amends the Agreement and Statement of Work from the date which is it signed. Payment for all hours worked and expenses incurred up to the date of the Change Order will be due at this time as they were stated in the original

Agreement and Statement of Work. Additional time detailed in the Change Order will be billed at the GISW fee structure in effect at the time of the issuance of the Change Order.

**TERMINATION**

This Statement of Work may be terminated with respect to any Service or Deliverable by mutual agreement of the parties. Upon termination, Client shall pay GIS Workshop for all Services performed and Deliverables delivered up to and including the date of termination. These post-termination obligations shall survive the termination of this SOW, to the extent applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work (Project No. 0900-001) as of the date first above written.

**Agreed to and Accepted by:**

**GIS WORKSHOP, LLC**

Sign: 

By: Janelle Bartels

Its: Chief Operating Officer

Date: 3/4/2016

**The City of Auburn, NE**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**MASTER SERVICES AGREEMENT**

This Master Services Agreement (this "Agreement") is made effective March 4, 2016, (the "Effective Date") by and between GIS Workshop, LLC, a Delaware limited liability company ("GIS Workshop"), and the City of Auburn, NE ("Client").

**ARTICLE 1  
DEFINITIONS**

All capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in this Article I:

1.1 "Change Order" shall mean a written change order signed by authorized representatives of GIS Workshop and the Client. A Change Order sets forth modifications and amendments to an existing SOW, and when executed, shall be deemed to be part of the SOW for all purposes.

1.2 "Client Materials" shall mean all information, content, data, functionalities or any other materials disclosed or provided to GIS Workshop by Client, whether created by Client or a third party, pursuant to the terms and conditions of this Agreement, for the purpose of assisting GIS Workshop with the performance of its obligations under this Agreement.

1.3 "Deliverables" shall mean any item that GIS Workshop develops, prepares for or provides to or for the benefit of Client in the course of providing Services, including any hardware, software or other product, as well as any data that GIS Workshop provides to Client in connection with any Web-based Services. For purposes of this Agreement, the Web-based Services, themselves, shall not be considered Deliverables.

1.4 "Intellectual Property" shall mean all or any of the following: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) copyrights, copyrightable works (including, without limitation, computer software programs and documentation, algorithms, program code, the Specifications, reports and designs), mask works and rights in data and databases; (d) trade secrets, knowledge, know-how, techniques, ideas, concepts and other proprietary information; and (e) all other intellectual property rights, in each case whether existing prior to the date of this Agreement or whether developed in the course of each party's performance of its obligations under this Agreement, whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

1.5 "Normal Business Hours" shall mean 8:00 a.m. (CST) through 5:00 p.m. (CST) Monday through Friday, excluding all national holidays (as recognized by the United States Federal Government).

1.6 "Services" means any services rendered by GIS Workshop to or for the benefit of Client, as further defined in a SOW. Services specifically include any of the Web-based Services that are rendered by GIS Workshop to or for the benefit of Client.

1.7 "Specifications" shall mean those particular specifications and functionalities identified by the parties in a SOW and to which the Deliverables shall be developed by GIS Workshop.

1.8 "Statement of Work" or "SOW" shall mean any and all documents substantially in the form of Exhibit A, to include any addendums, signed by the parties, that sets forth the particular Services to be rendered and Deliverables to be developed by GIS Workshop, the schedule for the delivery of the Services and Deliverables, the respective obligations of the parties and other relevant information pertaining to the performance of Services and development of Deliverables by GIS Workshop.

1.9 "Web-based Services" or "WebGIS" shall mean any internet-based geospatial system or application that is hosted by GIS Workshop for storing, managing, publishing and using maps, data, and other information.

1.10 "Spider" shall mean a software program that automatically searches web pages to create entries for a search engine.

1.11 "Scrape" shall mean a software program that automatically copies content from a specific website.

1.12 "Subscription Fee" shall mean the set annual compensation amount for Web-based Services.

**ARTICLE 2  
GIS WORKSHOP'S OBLIGATIONS**

2.1 All Services shall be performed by qualified personnel in a professional and workmanlike manner. GIS Workshop shall have sole discretion regarding the selection of the personnel to render the Services.

2.2 GIS Workshop will establish working hours for its personnel, and may, at its sole discretion, use the resources and materials it deems necessary to perform the Services. GIS Workshop shall, within the specifications set forth in a SOW, determine the method, details and means of performing the Services.

2.3 Client agrees that GIS Workshop may suspend the performance of Services to Client without notice and without liability if: (a) Client

fails to pay any amount due and owing to GIS Workshop within 15 days of receiving a non-payment notice from GIS Workshop in accordance with Section 4.2 below; (b) there is any event for which GIS Workshop reasonably believes the suspension of the Services is necessary to protect its systems or other clients; or (c) a law enforcement or government agency has requested such suspension. If GIS Workshop suspends work based on Section 2.3(b), and such suspension lasts for longer than 15 business days, then Client may terminate this Agreement or any SOW forthwith.

2.4 To the extent that Client desires to subscribe to any Web-based Services, Client agrees to be bound by the Terms of Service attached hereto as Exhibit B.

2.5 GISW acknowledges that the Nebraska Fair Employment Practices Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. sections 48-1101 to 48-1125). GISW guarantees compliance with the Nebraska Fair Employment Practices Act, and breach of this provision shall be regarded as a material breach of the contract. GISW shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.

2.6 GISW certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity.

### **ARTICLE 3 CLIENT OBLIGATIONS**

3.1 Client shall provide GIS Workshop with reasonable and necessary access to Client's personnel, facilities, computers, equipment and Client Materials during Normal Business Hours and otherwise as reasonably requested by GIS Workshop, in order to enable GIS Workshop to provide Services.

3.2 Except as expressly set forth in this Agreement, GIS Workshop will have no liability for any damages incurred by Client due to a breach of the security of Client's facilities or technology. Client is responsible for taking such actions as may be reasonably necessary to protect the security of said facilities and technology.

3.3 GIS Workshop shall have no liability for loss of any Client Materials that GIS Workshop stores for Client. Accordingly, Client shall be solely responsible for (a) creating and maintaining current copies of all Client Materials stored by or on behalf of GIS Workshop or otherwise provided to GIS Workshop, and (b) storing such copies in a reasonably secure location.

3.4 Client hereby represents and warrants that Client has obtained all necessary authorizations, permissions or licenses to provide the Client Materials to GIS Workshop. Client hereby grants to GIS Workshop a non-exclusive right and license to use, reproduce and/or modify the Client Materials to the extent necessary to enable GIS Workshop to provide Services and to otherwise develop the Deliverables.

3.5 Client shall be responsible for compliance with all laws and governmental regulations affecting its use of the Services and Deliverables, and GIS Workshop shall not have any responsibility

therefore including, without limitation, any responsibility to advise Client of such laws or regulations.

3.6 Client is solely responsible for ensuring that any hardware, applications or software not provided by GIS Workshop pursuant to this Agreement will function properly while using the Deliverables and Services provided or supported by GIS Workshop under this Agreement. The failure of Client's hardware, applications or software to so function shall not relieve Client of any of its obligations under this Agreement.

3.7 Client agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any software provided or licensed to Client by GIS Workshop. Client may not reverse engineer, decompile, or disassemble any software provided or licensed by GIS Workshop, except and only to the extent that (a) the parties expressly agree in the applicable SOW that Client owns all right, title and interest in and to the software and the Intellectual Property embodied therein, or (b) such activity is expressly permitted by applicable law.

3.8 Notwithstanding the above Sections in this Article (Article 3, Client obligations), GIS Workshop is subject to Article 10 of this Agreement.

### **ARTICLE 4 FEES AND EXPENSES**

4.1 Client shall pay GIS Workshop for all Services and Deliverables, at the times and in the manner as set forth on each SOW. Client agrees to pay all sales, use, value-added, excise, and other similar taxes (but specifically excluding taxes on, or measured by, GIS Workshop's income) which result from, or are related to the rendition of the Services or the providing of the Deliverables. If a SOW requires Client to reimburse GIS Workshop for reasonable out-of-pocket expenses incurred by GIS Workshop in the rendition of the Services (collectively the "Out-of-Pocket Expenses"), upon Client's written request, GIS Workshop shall furnish documentation verifying the Out-of-Pocket Expenses for which GIS Workshop seeks reimbursement. Upon the execution of a Change Order, GIS Workshop may require Client to pay for all Services and Deliverables completed from execution of the original SOW to the execution of the Change Order. Client shall pay all amounts due and owing upon the due dates set forth in the applicable SOW. Any payment that is past due to GIS Workshop by more than 30 days shall bear interest at the rate of 12% per annum or the highest rate allowed by applicable law (whichever is lower). Client shall reimburse GIS Workshop for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

4.2 Client's failure to make any payment owing and due to GIS Workshop shall be considered a material breach of this Agreement. As such, GIS Workshop may issue a non-payment notice to Client, which, if not satisfied within 30 days after the receipt thereof, shall constitute grounds for GIS Workshop to terminate this Agreement or the SOW(s) applicable to the Services or Deliverables for which payment has not been timely made, in its sole discretion.

### **ARTICLE 5 DELIVERABLES AND SERVICES**

5.1 GIS Workshop shall develop the Deliverables and perform the Services in accordance with the Specifications and terms set forth in the applicable SOW.

5.2 GIS Workshop shall be under no obligation to develop any Deliverables or provide any Services except in accordance with the requirements set forth in each applicable SOW or the Terms of Service (if applicable). Notwithstanding the foregoing, in the event that GIS Workshop agrees to any changes, as may be requested by Client from time to time, to any of the Services or the Deliverables or to the Specifications, such changes shall be documented in a written Change Order.

5.3 GIS Workshop shall deliver the Deliverables, along with all relevant documentation, code and programming language, in a timely manner, in accordance with the milestones and delivery dates further specified in the applicable SOWs. The parties will agree on any testing and acceptance procedures in the applicable SOW.

5.4 Upon final payment by Client under the applicable SOW for a Deliverable and satisfaction of all outstanding payment obligations, Client shall be deemed the owner of title to such Deliverable, excluding the Intellectual Property contained or embodied therein (unless otherwise set forth in the applicable SOW), and Client will receive a royalty-free, non-exclusive license to use the Intellectual Property embodied in such Deliverable solely in connection with Client's rightful use of the applicable Deliverable and conditioned upon Client's compliance with its obligations in this Agreement.

#### **ARTICLE 6 TERM AND TERMINATION**

6.1 This Agreement shall commence on the Effective Date and shall continue until terminated as provided in this Agreement. Each SOW shall also have its own termination provision. Unless otherwise agreed, termination of any SOW shall not constitute a termination of any other SOW or of this Agreement. However, the termination of this Agreement shall terminate all unterminated SOWs and the Terms of Service, if applicable.

6.2 GIS Workshop may terminate this Agreement immediately if it reasonably believes that Client is infringing, has infringed, or is threatening to infringe the intellectual property rights of any third parties. This Agreement or any SOW may be immediately terminated, in writing, by either party as follows: (a) if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party; (b) at any time when there are no currently effective SOWs; (c) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party.

6.3 Upon termination of this Agreement or any SOW for any reason: (a) Client shall immediately pay all amounts outstanding and due to GIS Workshop under this Agreement and all outstanding SOWs for Services provided and for Deliverables developed hereunder; (b) Client shall immediately cease using any terminated Services; (c) GIS Workshop may take steps to change, remove or otherwise block Client's access to any Services to which Client had access; and (d) upon payment in full of the fees owed to it, GIS Workshop shall deliver to Client any Deliverables, in their current form as of the effective date of termination, along with all documentation,

Specifications, Client Materials, programming language and any other materials related thereto in GIS Workshop's possession, regardless of its stage of completion. Unless otherwise specified in the applicable SOW, Client shall reimburse GIS Workshop for the costs of all non-cancelable products or services procured from third parties in connection with GIS Workshop's performance of the Services.

#### **ARTICLE 7 INTELLECTUAL PROPERTY**

7.1 The parties agree that all Intellectual Property that has been or is developed by GIS Workshop in developing the Deliverables or performing the Services hereunder belongs exclusively to GIS Workshop, including all Intellectual Property contained or embodied in the Deliverables, the Services, the Specifications and anything else provided to Client by GIS Workshop in connection with this Agreement, as well as any modifications, enhancements, improvements or derivative works therein or thereto. Client will refrain from taking any action that weakens, deters or otherwise negatively impacts GIS Workshop's rights in its Intellectual Property. Client hereby assigns any and all rights it may be deemed to own in GIS Workshop's Intellectual Property to GIS Workshop. For purposes of clarification, upon payment in full by Client for all Deliverables and Services, Client shall own the Deliverables themselves (including any Site Deliverables under Exhibit B), notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Deliverables as it sees fit, subject to Client's full and continued compliance with the terms and conditions of this Agreement.

7.2 Unless otherwise set forth in the applicable SOW, and except as expressly set forth in Section 8.1, GIS Workshop (or the third party information or service providers of GIS Workshop, as applicable) shall be the exclusive owner of all right, title, and interest in and to any and all Intellectual Property embodied in any Deliverable provided to Client hereunder, including all data and data compilations. Notwithstanding the foregoing, Client will retain ownership of the Intellectual Property embodied in any Client Materials that are incorporated into such Deliverable, as such Client Materials exist at the time Client discloses or provides them to GIS Workshop hereunder, and no proprietary rights shall accrue to GIS Workshop in such Client Materials.

7.3 In performing a Service or developing a Deliverable, GIS Workshop may use certain third party technology set forth in the applicable SOW ("Third Party Technology"). To the extent GIS Workshop has the right to grant licenses to such Third Party Technology, GIS Workshop hereby grants to Client a royalty-free, non-exclusive license to use the Third Party Technology solely in connection with its use of the applicable Deliverable, subject to any limitations imposed by the owner of such Third Party Technology.

7.4 GIS Workshop may from time to time arrange for Client's purchase, lease or license of third party hardware, equipment, software, services, data or other products not owned by GIS Workshop ("Third Party Products"). Client's use of Third Party Products is governed by the terms and conditions of any license or other agreement between Client and the third party, and Client agrees to abide by all such terms and conditions. GIS Workshop makes no independent representations and warranties with

to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof. Any third party warranties are the exclusive remedies of Client with respect to Third Party Products.

7.5 To the extent Client requests that GIS Workshop use, reproduce or modify any Client Materials, Client hereby represents and warrants to GIS Workshop that GIS Workshop has the right, power and authority to do so, without liability to Client or any third party.

7.6 Except as expressly set forth in this Agreement, each party acknowledges and agrees that nothing in this Agreement shall transfer any right, title or interest in any of either party's Intellectual Property.

#### **ARTICLE 8 REPRESENTATIONS AND WARRANTIES**

8.1 Each party hereby represents warrants the following:

(a) It is validly organized, in good standing, and licensed to conduct business in each jurisdiction in which the failure to do so would have a material adverse effect on such Party;

(b) It has all necessary corporate power and authority to enter into this Agreement, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(c) This Agreement is and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(d) The execution, delivery and performance of this Agreement does not conflict with, or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its property is bound.

#### **ARTICLE 9 WARRANTY DISCLAIMER**

9.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CLIENT AGREES THAT ITS USE OF ANY DELIVERABLE PROVIDED BY GIS WORKSHOP PURSUANT TO THIS AGREEMENT IS SOLELY AT CLIENT'S OWN RISK. CLIENT AGREES THAT ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. GIS WORKSHOP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND DELIVERABLES THAT ARE NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GIS WORKSHOP MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR DELIVERABLES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR DELIVERABLES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CLIENT.

#### **ARTICLE 10 LIMITATION OF LIABILITY**

CLIENT AGREES THAT GIS WORKSHOP'S ENTIRE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR OTHERWISE WITH RESPECT TO THIS AGREEMENT, IS SOLELY LIMITED TO THE FEES PAID TO GIS WORKSHOP BY CLIENT UNDER THE APPLICABLE SOW DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM FOR DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. SUBJECT TO ARTICLE 11, INDEMNIFICATION, OF THIS MASTER SERVICES AGREEMENT, CLIENT AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE THE SUBJECT OF A NOTICE TO GIS WORKSHOP, WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH CLAIM SHALL BE FOREVER BARRED.

#### **ARTICLE 11 INDEMNIFICATION**

11.1 Each party, GIS Workshop and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the Indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; (b) a material breach of any provision of this Agreement or any representation, warranty, or obligation made by the Indemnifying Party hereunder; or (c) any personal injury (including death) or property damage arising out of, resulting from, relating to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

#### **ARTICLE 12 CONFIDENTIALITY**

12.1 During the term of this Agreement, each party (the "Disclosing Party") may provide the other party hereto (the "Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes all research, financial and accounting data and projections, technical data, computer programs, customer lists and information, marketing strategies, estimated staffing requirements, know-how, any information that is marked "confidential" or "proprietary" (or with

words of similar import), any information that is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within 30 days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. Confidential Information does not include information that (a) is publicly known at the time of its disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party will refrain from using the Disclosing Party's Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Article 12 and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. The above-described nondisclosure obligations shall be in effect during the term of this Agreement and for a period of 2 years thereafter; provided, however, that the Receiving Party may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement in its entirety, and upon the written request of the Disclosing Party, each Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

### ARTICLE 13 MISCELLANEOUS

13.1 Any notice, consent or other communication required or permitted hereunder shall be in writing. It shall be deemed given when (a) delivered personally, (b) sent by confirmed fax or e-mail, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested, postage prepaid, and the receipt is returned to the sender. Names, addresses and fax numbers for notices (unless and until written notice of other names, addresses and fax numbers are provided in accordance with the provisions of this Section) are listed on the signature page to this Agreement.

13.2 Except as expressly stated herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive.

13.3 This Agreement shall be construed, interpreted and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party's respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in or closest to Lincoln, Nebraska, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the Chair of the panel) selected by the two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final, binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdictions of the state and federal courts of the State of Nebraska for any litigation arising out of this Agreement, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) waives any rights it may have to a jury trial in respect of any litigation arising out of, under, or in connection with, this Agreement.

13.4 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission or electronic mail, and the receipt of such executed counterparts by facsimile transmission or electronic mail shall be binding on the parties.

13.5 The parties acknowledge that GIS Workshop is an independent contractor with respect to Client. Nothing contained herein shall be construed as creating any agency, partnership, joint venture or employment relationship between GIS Workshop and Client. Client will not supervise GIS Workshop. GIS Workshop shall pay all taxes due and payable on the payments received from Client in accordance with federal, state and local law (except for those taxes attributable to Client's income). Client shall not withhold or pay any federal, state or local income tax, or any other payroll tax of any kind, on behalf of GIS Workshop. GIS Workshop not eligible for, nor entitled to, and shall not participate in, any of Client's fringe benefit plans.

13.6 GIS Workshop may assign this Agreement in the event of a sale of all or substantially all its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares. Otherwise, except as otherwise provided herein, neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be withheld or conditioned at the discretion of the non-assigning party. GIS Workshop may not subcontract the delivery or performance of the Deliverables and the Services, or any of its other obligations hereunder, in whole or in part, to any of GIS Workshop's subcontractors or other third parties selected by GIS Workshop.

without the Client's prior written consent, which consent will not be unreasonably withheld or delayed.

13.7 This Agreement, including all applicable SOWs, Change Orders and scope documents, the Terms of Service (if applicable) and other addenda (if any) (all of which are incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. In the event of any conflict between the provisions of this Master Services Agreement and any SOW, the Terms of Service, or any other addenda, the provisions of this Master Services Agreement will control. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party.

13.8 If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

13.9 As used in this Agreement, "including" means "including without limitation". The words "or" and "nor" are inclusive and include "and". The singular shall include the plural and vice versa. References to "Articles," "Sections," or "SOWs" shall mean the Articles, Sections or SOWs of or attached to this Agreement, unless otherwise expressly indicated. The headings or titles preceding the text of any Article or Section are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

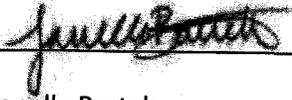
13.10 If either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Client's computer system, GIS Workshop system downtime for routine maintenance, network problems, or telecommunications failure (each a "Force Majeure Event"), the delay shall be excused during the continuance of, and to the extent of such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

13.11 The provisions of Articles 1, 4, 7, 9-12, along with Sections 2.3, 3.2, 6.3, 13.2, 13.3, 13.5, 13.6, 13.8 and this Section 13.11 of this Agreement shall survive the termination of this Agreement, to the extent applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**GIS Workshop, LLC**

Signature:

By: 

Name: Janelle Bartels

Its: Chief Operating Officer

Date: 3/4/16

Address: 4949 NW 1<sup>st</sup>, Ste. 1, Lincoln, NE 68521

**Client:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

**EXHIBIT A**

*See Statement of Work (Project No. 0900-001) attached separately*

## **EXHIBIT B**

### **Terms of Service**

#### **GIS WORKSHOP TERMS OF SERVICE**

THESE TERMS OF SERVICE (the "Terms of Service") are effective as of the first date on which the person or entities agreeing hereto (the "Client") executes a Statement of Work or Master Services Agreement, agreeing to be bound to these Terms of Service, or otherwise indicates its acceptance of these Terms of Service by registering for and accessing the Service (as hereinafter defined) (the "Effective Date"). These Terms of Service outlines the services that the Client will receive. These Terms of Service shall be a binding agreement between Client and GIS Workshop, LLC ("GISW") (each a "Party" and collectively the "Parties"). The Terms of Service govern the Parties' rights and obligations with respect to the provision and access of those certain web-based services (the "Service") offered by GISW on and through its website (the "Site") for personal or business use by Client in connection with WebGIS (the "Purpose"). Client acknowledges that it has read these Terms of Service carefully before accessing or using the Site or the Service and agrees to be bound by the terms and conditions therein. To the extent GISW makes any material changes to these Terms of Service, it shall use commercially reasonable efforts to notify and seek Client's acceptance of such changes prior to such changes becoming effective as to Client. Capitalized terms which are used but not otherwise defined herein shall have the meanings ascribed to them in the Master Services Agreement. In the event of any conflict between the Terms of Service and the Master Services Agreement executed by the Parties, the Master Services Agreement shall control.

**1.SERVICE.** Subject to Client's continued compliance with these Terms of Service, and in consideration of GISW granting access to Client to the Site and Service in accordance with the terms hereof and the Subscription Fee (as defined below) paid by Client hereunder, GISW grants to Client, and Client hereby accepts, pursuant to the terms and conditions set forth herein, a non-exclusive, non-transferable, non-sublicensable right and subscription to use and access the Service through the Site, solely in connection with the Purpose. All features, content, specifications, Site Deliverables, data and layout of the Service described or depicted on, or generated through, the Site are subject to change.

**2.THIRD PARTY PRODUCTS.** Client acknowledges that the Service may include access to third party software, services and data (collectively, "Third Party Products"). By accessing the Service, Client is agreeing to be bound by each of these third party's terms with respect to their own software, services and data. GISW makes no independent representations or warranties with respect to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof.

**3.SCOPE OF SUBSCRIPTION RIGHTS.** The rights granted by GISW to Client for the Service are personal to Client and allow Client to use and access the Service and any Site Deliverables (as defined below) generated through the Service for its own personal or business use, for public access (allowing the public to use any available computers or mobile devices to obtain access), on its own computer or mobile device, and strictly for the Purpose. Except as otherwise provided herein, these subscription rights may not be shared by more than one individual or assigned to new users without the consent of GISW, which may be withheld in GISW's sole and absolute discretion.

#### **4.FEES AND PAYMENT TERMS.**

(a) In consideration for GISW granting Client access to the Service, Client agrees to pay to GISW a non-refundable subscription fee in the amount and on the terms set forth on GISW's then-current fee schedule (the "Subscription Fee"), which shall be charged in accordance with the applicable terms of the statement of work executed by the parties (the "SOW").

(b) Unless otherwise agreed to by the parties, Client shall be initially charged the Subscription Fee on the Effective Date. Client shall register for the Service either through the execution of an SOW with GISW, or through accessing the Service electronically. Upon registration, Client may submit credit card information for the account that will be automatically charged for the Subscription Fee. Alternatively, GISW may issue an invoice to Client for payment by Client in accordance with the terms of such invoice. The Subscription Fees shall be processed on a reoccurring basis by GISW and either automatically charged to Client's credit card or through an issued invoice, which shall be payable by Client in accordance with its terms and the applicable terms of the SOW.

(c) In the event that GISW elects to allow for payment by credit card, GISW may use a third-party intermediary to manage credit card processing, and this intermediary will not be permitted to store, retain or use Client's billing information except to process Client's credit card

information for GISW. GISW's handling of Client's personal information shall be in accordance with GISW's privacy policies and practices, which will be provided to Client upon request.

(d) If Client's credit card payment information is entered in error or if payment does not go through for processing and Client fails to update or correct such payment information upon GISW's request, GISW may immediately terminate these Terms of Service and suspend Client's account without notice. In the event of any termination or suspension hereunder, Client will still have access to those portions and features of the Service that are made available to Client for no charge.

(e) The Subscription Fee does not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state or federal jurisdiction that may be levied upon the Service or Client's use of the Site. If taxes should be imposed on any of the foregoing, Client will pay all such taxes (excluding taxes imposed on or measured by GISW's income) and hold GISW harmless for the payment of any and all such taxes.

**5. CLIENT MATERIALS.** Client acknowledges and agrees that, in order for Client to fully utilize certain portions of the Service, Client must input certain Client Materials into the Service via the Site or via the GISW. By doing so, Client is not relinquishing any of its ownership or rights in and to such Client Materials. However, Client hereby grants to GISW, and GISW hereby accepts, a non-exclusive, sublicensable, perpetual, worldwide license to use, host, reproduce, store, enhance, supplement and otherwise distribute the Client Materials in any and all ways necessary for GISW to provide to Client the Service, to generate the Site Deliverables, and for all other legitimate business purposes of GISW related to the Service or Site (or with respect to GISW's other legitimate business needs). Client, not GISW, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Client Materials, and GISW shall not be responsible or liable for the deletion, correction, inaccuracy, destruction, damage, loss or failure to store any Client Materials. Client acknowledges and agrees that GISW is not responsible for examining or evaluating and makes no guarantees regarding the accuracy, completeness, timeliness, validity, legality, decency, quality or any other aspect of the Client Materials, and GISW shall have no liability to Client or any third party for its use of or reliance on the Client Materials. GISW reserves the right to remove and/or discard Client Materials upon thirty (30) days written notice to the Client. If the Client does not claim the Client Materials or make arrangement to do so within thirty (30) days of GISW providing the written notice to the Client, GISW may remove and/or discard the Client Materials. GISW will, upon request, provide Client with access to the Client Materials during the Term of these Terms of Service, in a form reasonably agreed to by GISW and Client. The parties agree that GISW will provide notice to the Client of any Client Materials of which it has possession upon termination of these Terms of Service. GISW will maintain any such Client Materials for a period of thirty (30) days following termination of the agreement. If the Client or another representative of the State of Nebraska does not claim or make arrangements to claim the Client Materials within thirty (30) days after the notice, GISW has no further obligation to maintain any Client Materials.

**6. SITE DELIVERABLES.** As part of the Service, GISW may generate certain data, reports, studies, charts, presentations or other deliverables (collectively, the "Site Deliverables"). While GISW makes extensive efforts to present accurate and up to date Site Deliverables, Client acknowledges that such Site Deliverables rely largely on the accuracy and currency of the third party data used by GISW in connection therewith. Thus, GISW makes no representations or warranties as to the Site Deliverables, and the Parties acknowledge that the Site Deliverables may be inaccurate, incomplete, unreliable or out of date. Client should independently verify the accuracy, completeness and relevance of any information it receives from GISW as part of a Site Deliverable before relying on it for any purpose of material impact. GISW is not responsible for damages from lost profits, loss of business or any other losses arising out of Client's use of or reliance on the Site Deliverables, Service or Site.

**7. SERVICE RESTRICTIONS.** Client agrees it will not:

(a) Rent, lease, license, loan, transfer, assign, sell, copy, sublicense, commercialize, distribute or otherwise use or provide access to the Site, the Service or Site Deliverables, or the underlying software used therein, in whole or in part, on a temporary or permanent basis, except as expressly permitted by these Terms of Service;

(b) Use the Service, the Site Deliverables, the underlying software used therein, or any portion thereof to create any tool, application or software product that can be used to create software applications of any nature whatsoever;

(c) Use the Service, Site Deliverables, or the Site in any unlawful manner whatsoever;

(d) Remove, alter, cover, obfuscate, and/or otherwise deface any proprietary notices on the Site or the Site Deliverables;

(e) Access the Service by any means other than through the Site;

(f) Spider, data-mine, scrape, probe or otherwise attempt to abuse the Site or Service; or

(g) Modify, alter, adapt, copy, decompile, disassemble, reverse engineer, reverse assemble or emulate the functionality, reverse compile, attempt to derive the source code of, reduce to human readable form, or create derivative works of the Service, the Site or the underlying software used therein, in whole or in part.

**8. REGISTRATION.** Prior to Client being able to access the Service, Client may be required to register for the Service on the Site. Alternatively, Client may register for the Service by executing a written agreement (i.e. a Master Agreement or SOW) with GISW in the form provided to Client by GISW. As part of the registration process, Client will be required to provide certain information, and may be awarded a username and password. Client shall remain responsible for maintaining the security of its account, including its username and password, and shall not disclose it to any third party except as authorized herein. GISW will not be responsible or liable for any loss or damage caused by Client's failure to comply with its security obligation. Client remains responsible for all activity occurring under its accounts, and shall notify GISW immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

**9. SUPPORT, MAINTENANCE AND UPGRADES.**

(a) Provided Client is not in breach of these Terms of Service, and provided these Terms of Service remain in effect, GISW will provide general support services related to the Service during the hours of 8:00 AM through 5:00 PM, CST, Monday through Friday (not including holidays). This schedule may change from time to time, as determined by GISW in its sole discretion. General support services will include email communication during the time frame described above. Any support services beyond those described herein, or any support services provided outside of the time frame described above, may be provided by GISW at GISW's sole and absolute discretion, and upon terms determined by GISW.

(b) Client understands and acknowledges that GISW has the right to modify and update (or refrain from modifying and updating) the Site and Service at any time, provided however, that GISW will notify Client of any material changes in the existing functionality or capabilities of the Service. Updates and improvements provided as part of GISW's general maintenance services shall be made in GISW's sole and absolute discretion. GISW shall be under no obligation to provide any updates, improvements or enhancements. All right, title and interest to upgrades, enhancements, and special programming shall vest in and belong to GISW. Client specifically acknowledges that some additional services or upgrades may be developed for the Service, for which GISW may require the payment of additional fees or other terms and conditions in order for Client to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be Services hereunder absent payment of such fees or compliance with such conditions.

**10. BACKUP; DISASTER RECOVERY; SECURITY.**

(a) GISW agrees to maintain, through itself or through third party service providers, backup and disaster recovery facilities sufficient to permit it to recover and make available to Client under these Terms of Service the Site, Service, Site Deliverables, and Client Materials within forty eight (48) hours of any system failures or data loss.

(b) GISW shall maintain adequate security precautions to minimize the likelihood of any unauthorized access through the Internet to Client Materials or other data provided by Client to GISW through the Site, including, among other things, the use of a secure server, protective firewalls and encryption.

**11. OWNERSHIP OF INTELLECTUAL PROPERTY.** Except with respect to the Client Materials, which GISW acknowledges is the property of Client, Client acknowledges that GISW and/or the third party sources of GISW's information are the owners of all right, title and interest in and to all Intellectual Property in the Service, the Site, Site Deliverables, Third Party Products and the underlying software used therein, in any form whatsoever, including: a) the technology available as part of or embodied in the Service; and b) all content, including but not limited to text, software, music, sound, photographs, video, graphics, plots, typeset formulas, tables, general page layouts, juxtapositions of data or other material contained in the Site, the Site Deliverables or otherwise provided as part of the Service. Client acknowledges that the Site, the Service, the Site Deliverables, and any other products or services offered by GISW are protected by United States and international copyrights, patents, trademarks, service marks, trade secrets or other proprietary and intellectual property rights and laws, as applicable. Client acknowledges that it claims no proprietary rights in any Intellectual Property of GISW, the Site, the Site Deliverables, the Service, or Third Party Products, and will be entitled to only such rights as are granted to Client pursuant to any and all agreements between GISW and Client. The Site, the Site Deliverables, and the Service may be used only in accordance with the terms and conditions of these Terms of Service. All pending and/or registered trademarks and service marks, and other graphics, logos, and trade names used by GISW in connection with the Site, the Site Deliverables, and the Service, and any other products or services offered by GISW (collectively the "GISW Trademarks") are the trademarks of GISW or its content providers. GISW and Client acknowledge that, in the event of any third party claim that the Site, the Site Deliverables, or the Service infringes such third party's Intellectual Property Rights, GISW will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to these Terms of Service. For purposes of clarification, upon payment in full by Client of all applicable Subscription Fees, Client shall own the Site Deliverables themselves, notwithstanding the fact that no

proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Site Deliverables as it sees fit, subject to Client's full and continued compliance with the terms of conditions of these Terms of Service.

## **12. CANCELLATION, TERM AND TERMINATION.**

(a) Term. These Terms of Service shall become effective as of the Effective Date and shall continue in effect for the period of time set forth in the SOW, unless and until terminated in accordance with these Terms of Service or upon termination of the Master Agreement entered into between the parties (collectively, the "Term"). Termination of these Terms of Service will not terminate the Master Agreement between the parties, but termination of the Master Agreement will automatically terminate these Terms of Service.

(b) Termination. These Terms of Service may be immediately terminated, in writing, by either Party as follows: (a) if the other Party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching Party; (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other Party.

(c) Effect of Termination. Upon termination of these Terms of Service for any reason, Client shall immediately cease any use of the Service, any Site Deliverables that have not been personally delivered to Client, and the Site. All fees otherwise due and payable shall be immediately paid.

## **13. MUTUAL REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants as follows:

(a) It has all necessary power and authority to enter into these Terms of Service, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(b) The Terms of Service are and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(c) The execution, delivery and performance of these Terms of Service does not conflict with or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its property is bound.

**14. LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AND EVEN IF ANY OF THE LIMITED REMEDIES OF THESE TERMS OF SERVICE FAIL TO FULFILL ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, GISW SHALL NOT BE LIABLE TO CLIENT FOR ANY BREACH OF SECURITY ON THE SITE, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THESE TERMS OF SERVICE FAILS ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, IN NO EVENT SHALL GISW'S AGGREGATE LIABILITY FOR DAMAGES UNDER THESE TERMS OF SERVICE CLAIMED BY CLIENT OR ANY THIRD PARTY ARISING FROM CLIENT'S USE OR RELIANCE ON THE SITE, SERVICE OR SITE DELIVERABLES EXCEED PAYMENTS MADE BY CLIENT TO GISW DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

## **15. NO WARRANTY**

(a) CLIENT AGREES TO USE THE SERVICE, THE SITE DELIVERABLES AND THE SITE AT ITS SOLE RISK, AND GISW SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ITS USE OR ACCESS OF OR RELIANCE ON THE SERVICE, THE SITE, OR THE SITE DELIVERABLES. CLIENT RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF GISW. CLIENT ALSO ACKNOWLEDGES THAT COMPUTER SYSTEMS ARE INHERENTLY UNSTABLE AND MAY MALFUNCTION OR CEASE TO FUNCTION AT ANY TIME WITHOUT WARNING. MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET MAY MAKE THE SERVICE OR SITE TEMPORARILY OR PERMANENTLY UNAVAILABLE. THE SERVICE, THIRD PARTY PRODUCTS, SITE DELIVERABLES, SITE, INTELLECTUAL PROPERTY AND ANY RELATED PRODUCTS AND SERVICES ARE SUPPLIED TO CLIENT "AS IS." NEITHER GISW NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GISW GIVES ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED THERETO, EXCEPT AS EXPRESSLY PROVIDED HEREIN. GISW DISCLAIMS, AND CLIENT EXPRESSLY WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.1 AND 5.1 OF THE MASTER SERVICES AGREEMENT, NEITHER GISW NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GISW MAKES

ANY WARRANTIES THAT (A) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, (B) THE SERVICE OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, SITE DELIVERABLES OR SITE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SITE DELIVERABLES, INFORMATION OR OTHER MATERIAL RECEIVED OR OBTAINED BY CLIENT THROUGH THE SERVICE, SITE DELIVERABLES OR SITE WILL MEET CLIENT'S EXPECTATIONS, OR (E) ANY ERRORS IN THE SOFTWARE USED TO OPERATE THE SERVICE AND SITE WILL BE CORRECTED. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SITE, INCLUDING THE SITE DELIVERABLES, ARE ACCESSED AT CLIENT'S OWN DISCRETION AND RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, THE SERVICE, THE SITE AND DATA MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GISW IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

**16. INDEMNITY.** Each party, GIS Workshop and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; (b) a material breach of any provision of this Agreement or any representation, warranty, or obligation made by the indemnifying Party hereunder; or (c) any personal injury (including death) or property damage arising out of, resulting to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

**17. CONFIDENTIALITY.** During the Term of these Terms of Service, GISW may provide the Client with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, the Site Deliverables, all code, inventions, techniques, algorithms, know-how and ideas, all business, financial and technical trade secrets, any written information which is marked "Confidential," any information which is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within thirty (30) days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. However, "Confidential Information" will not include information that (a) is publicly known at the time of its disclosure or becomes publicly known thereafter through no fault of the Client; (b) is lawfully received by the Client from a third party not under an obligation of confidentiality to the GISW, (c) is published or otherwise made known to the public by the GISW, or (d) was generated independently by the Client before disclosure by the GISW. The Client will refrain from using the GISW's Confidential Information except to the extent necessary to exercise its rights or perform its obligations under these Terms of Service. The Client will likewise restrict its disclosure of the GISW's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Client to perform its obligations and enjoy its rights under these Terms of Service. Such persons will be informed of and will agree to the provisions of this Section 17 and the Client will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them.

**18. FORCE MAJEURE.** Neither Party shall be liable for damages hereunder for a delay or failure in its performance of any obligation under these Terms of Service as a result of causes beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism, labor disputes, lockouts, embargoes, insurrection, riots, inability to obtain materials or labor due to governmental acts, rules, regulations or directives, utility or communication interruptions, transportation delays, power failure, computer failure, breakdown of machinery, accidents, fires, floods or other natural disasters (each a "Force Majeure Event"). Upon the giving of prompt written notice to the other Party of a Force Majeure Event, the time of performance by the Party so affected shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

**19. LINKS TO THIRD PARTY SITES.** The Site and Services may include links that will take Client to other sites outside of the Site ("Linked Sites"). The Linked Sites are provided by GISW to Client as a convenience and the inclusion of the links do not imply any endorsement by GISW of any Linked Site. GISW has no control of the Linked Sites and Client therefore acknowledges and agrees that GISW is not responsible for the contents of any Linked Site, any link contained in a Linked Site or any changes or updates to a Linked Site. Client further acknowledges and agrees that GISW is not responsible for any form of transmission (e.g. webcasting) received from any Linked Site.

**20. GENERAL INFORMATION.**

(a) Client will be responsible for providing any hardware, devices or applications necessary to access the Site, Service, Site Deliverables and Client Materials and to otherwise make the Client Materials available to GISW in order to permit it to provide the Service or access the Site.

(b) These Terms of Service shall be governed by Section 12.3 of the Master Services Agreement when the parties have a dispute.

(c) If Client should have any questions, complaints or claims with respect to the Service, such questions, complaints or claims should be directed to:

GIS Workshop, LLC  
Janelle Bartels  
Chief Operating Officer  
4949 NW 1<sup>st</sup> St., Ste 1, Lincoln, NE 68521  
jbartels@gisworkshop.com  
(402) 436-2150

(d) These Terms of Service may not be assigned or transferred by Client without the express written consent of GISW, which may be granted or withheld in GISW's sole discretion. These Terms of Service may not be assigned or transferred by GISW without the express written consent of Client which may be granted or withheld in Client's sole discretion, provided, however, that GISW may assign these Terms of Service in the event of a sale of all or substantially all of its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares without the express written consent of Client.

(e) The words "or" and "nor" are inclusive and include "and." "Including" means "including without limitation" and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to "Sections" shall mean the Sections of the Terms of Service, unless otherwise expressly indicated. The headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of these Terms of Service, nor shall they affect the meaning, construction or effect of the Terms of Service.

(f) These Terms of Service constitute the entire agreement of the Parties regarding the subject matter herein and supersede all prior or contemporaneous agreements, understandings or communications between the parties, whether written or oral. These Terms of Service may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each Party hereto.

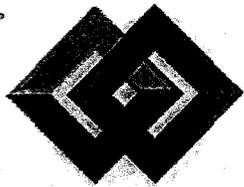
(g) No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Service.

(h) If any provision of these Terms of Service or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of these Terms of Service shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and provisions of these Terms of Service in order to comply with applicable laws, rules or regulations shall not be considered a breach of these Terms of Service. The provisions that expressly or by their nature survive the termination of these Terms of Service, or those provisions that will not be fully performed upon termination or expiration of these Terms of Service, shall survive the termination or expiration of these Terms of Service, as applicable.

(i) Client shall comply with all applicable laws, rules and regulations with respect to the performance of its obligations hereunder and otherwise with respect to its access and use of the Site and Service, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client resides.

(j) The terms that, either expressly survive the termination of these Terms of Service or by their nature will not fully be performed during the Term, including but not limited to Sections 11, 12.3, 15, 16, 17, 20.2 and this Section 20.10, shall survive the termination or expiration of these Terms of Service.

CLIENT ACKNOWLEDGES THAT IT HAS READ THESE TERMS OF SERVICE, UNDERSTANDS THEM AND WILL BE BOUND BY THE PROVISIONS CONTAINED HEREIN. CLIENT FURTHER ACKNOWLEDGES THAT THESE TERMS OF SERVICE MAY NOT BE AMENDED BY CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF GISW.



MACQUEEN EQUIPMENT  
GROUP™

USED EQUIPMENT

AGENDA ITEM  
NO 14

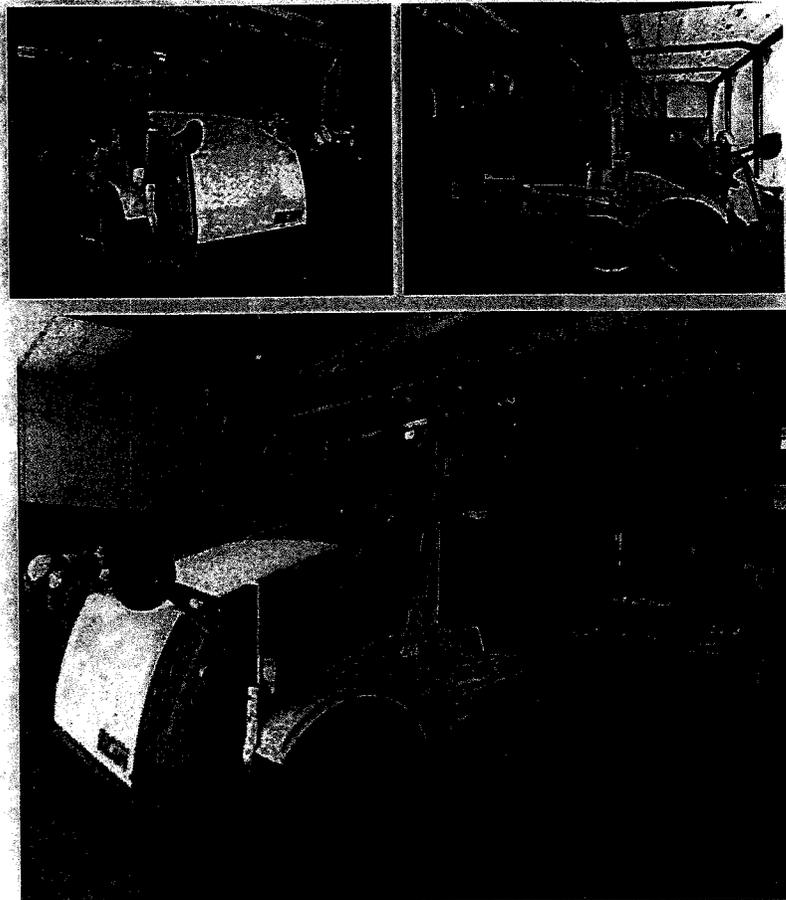
Multi-Point Inspections // Factory-Trained Technician.

# 2007 Elgin Pelican NP

Unit ID: US15980

## FEATURES

- Dual Gutter Brooms
- RH Gutter Broom Tilt
- Air Ride Seat
- Silicone Hose Package
- Dual Limb Guards
- Pre-Cleaner
- LED Strobe / Guard Dual
- Lower Roller Washout
- Air Conditioning
- LED Light Package
- Four (4) Sweeper Flashers (F-R)



You Can View This Unit, and Others Like it, Online at [www.macqueeneq.com](http://www.macqueeneq.com)



St. Paul MN



Menomonee Falls, WI

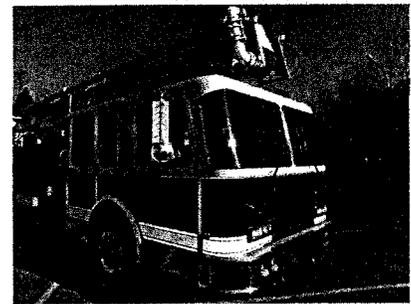
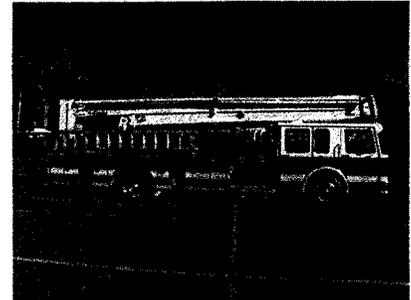
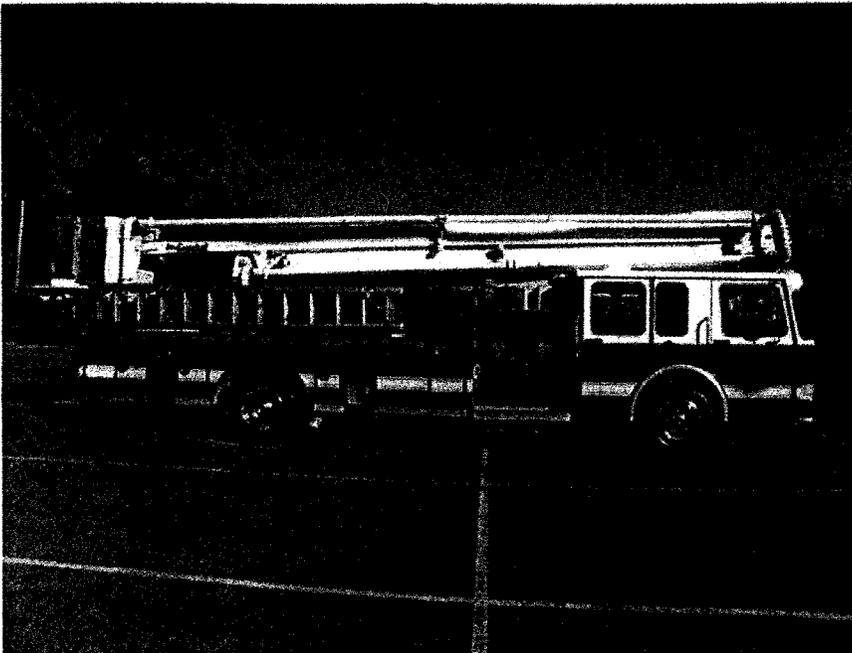


Ankeny, IA



Lincoln, NE

# BRINDLEE MOUNTAIN FIRE APPARATUS, LLC



## 1995 Spartan Gladiator 65' Snorkel

- 1995 Spartan Gladiator 65' Snorkel
  - Seating for 6; 5 SCBA seats
  - Detroit Series 60 450 HP Diesel Engine
  - Jacobs Engine Brake
  - 200 Gallon Polypropylene Tank
  - Driver's Side Suction: 1 - 6"
  - Officer's Side Suction: 1 - 6"
  - Rear Suction: 1 - 5" Storz
  - Honda 5KW Gas Generator
  - Automatic Tire Chains
  - Engine Hours: 1,653
  - Additional equipment not included with purchase.
  - Height: 11' 6"
  - Wheelbase: 238"
  - Spartan Ranger Chassis
  - Current Aerial Certification
  - Allison HD4060 Automatic Transmission
  - Darley Champion 1500 GPM Pump
  - Driver's Side Discharges: 2 - 2.5"
  - Officer's Side Discharge: 2 - 5"
  - 
  - Crosslays/Speedlays: 4 - 1.5" Crosslays
  - Breathing Air
  - Ground Ladders: Included
  - Mileage: 7,583
  - Length: 38' 6"
  - GVRW: 45,200
-



AGENDA ITEM

NO 16

## City of Auburn

March 14, 2016

1101 J Street  
Auburn, Nebraska 68305

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

### MAYOR

Scott Kudrna

### COUNCIL MEMBERS

Katy Billings

Shawn Clark

Tom Clark

Chris Erickson

Rick Janssen

Jeff Jeanneret

### Street Department Activity Report (February 2016)

- Appliance and Furniture Recycle Lot – 4 times
- Brush Lot – 4 times
- Worked on equipment at city shop
- Garbage run at parks/rec complex/lake/business area (bimonthly)
- Trimmed trees in the city parkway area
- Cut down trees in the city parkway area
- Plowed, sanded and hauled off snow
- Repaired alleys
- Filled potholes
- Hauled leaves from the Library and cut bushes
- Picked up tree branches and trash in parks

Harry Bridgmon  
Street Commissioner



EQUAL HOUSING OPPORTUNITY

AGENDA ITEM  
NO

16

*Auburn Memorial Library*1810 Courthouse Ave  
Auburn, NE 68305**City Council Report  
March 2016**

- The String Beans concert is March 19<sup>th</sup> from 10 – 11 a.m. This is a free concert for the whole family.
- On Tuesdays, March 22, 29, and April 5, we will be hosting astronomy programs presented by Eugene Lanning with the Arbor Astronomy Group in Nebraska City. These programs will be from 6:30 – 7:30 p.m. Everyone is invited to attend.

**Statistical Report:**

<u>Date:</u>	<u>Circulation:</u>	<u>Patrons:</u>	<u>Money to City:</u>
February 2016	3,569	2,320	\$569.90
OverDrive	<u>252</u>	<u>43</u>	
	3,821	2,363	
January 2016	3,397	2,007	\$691.00
OverDrive	<u>269</u>	<u>52</u>	
	3,666	2,059	



# AGENDA ITEM NO. 16

Budget Reports Submitted by City Treasurer  
Receipts by Department

CITY OF AUBURN  
BUDGET REPORT  
CALENDAR 2/2016, FISCAL 5/2015

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-00-3100	GEN FEDERAL REVENUES	1,009,729.57	.00	78,834.31	7.81	930,895.26
01-00-3101	RTP GRANT	.00	.00	.00	.00	.00
01-00-3102	HISTORIC PRESERVATION	.00	.00	.00	.00	.00
01-00-3200	GEN STATE EQUALIZATION	209,818.77	.00	30,876.64	14.72	178,942.13
01-00-3202	GEN STATE MOTOR VH FEE	.00	.00	.00	.00	.00
01-00-3203	GEN MTR VEHICLE PRORATE	1,600.00	.00	535.74	33.48	1,064.26
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	13,000.00	2,325.00	4,350.00	33.46	8,650.00
01-00-3306	GEN REIM/REFUNDS	5,000.00	21.00	1,657.04	33.14	3,342.96
01-00-3310	GEN FRANCHISE FEES	70,000.00	3,072.02	49,893.57	71.28	20,106.43
01-00-3311	GEN IN LIEU OF TAXES	.00	.00	.00	.00	.00
01-00-3312	GEN BPW REVENUE PAYMENT	111,000.00	11,527.44	54,692.60	49.27	56,307.40
01-00-3314	GEN ST LIC AND CITY FINES	3,500.00	100.00	480.00	13.71	3,020.00
01-00-3325	GEN TICKET SALES	45,000.00	.00	.00	.00	45,000.00
01-00-3326	GEN CONCESSIONS	12,000.00	.00	.00	.00	12,000.00
01-00-3327	GEN LESSONS	6,200.00	.00	.00	.00	6,200.00
01-00-3331	GEN FINANCING	.00	.00	.00	.00	.00
01-00-3332	GEN SALE OF MUNI PROPERTY	.00	31.14	221.41	.00	221.41-
01-00-3335	GEN CITY SALES TAX	350,000.00	41,955.25	178,141.93	50.90	171,858.07
01-00-3340	GEN INTEREST	1,000.00	174.49	1,071.73	107.17	71.73-
01-00-3342	GEN PROGRAM & USE FEES	6,000.00	80.00	1,510.00	25.17	4,490.00
01-00-3346	GEN FOOTBALL PROGRAM REV	.00	.00	.00	.00	.00
01-00-3347	GEN GRANTS/DONATIONS	.00	.00	26,000.00	.00	26,000.00-
01-00-3350	GEN MFO	10,636.74	.00	5,318.37	50.00	5,318.37
01-00-3351	GEN PROPERTY TAXES	546,044.42	19,021.58	99,357.96	18.20	446,686.46
01-00-3352	GEN MTR VEHICLE TAXES	68,500.00	6,699.02	30,513.66	44.55	37,986.34
01-00-3359	GEN CO TREAS OTHER	100.00	.00	.00	.00	100.00
01-00-3360	GEN MISC REVENUES	3,813.26	558.65	3,069.30	80.49	743.96
01-00-3361	FIRE PROPERTY TAXES	43,858.31	1,529.38	7,988.60	18.21	35,869.71
01-00-3362	FIRE MTR VEHICLE TAXES	.00	.00	.00	.00	.00
01-00-3363	FIRE MTR VEHICLE PRORATE	150.00	.00	43.07	28.71	106.93
01-00-3368	FIRE OTHER STATE	2,050.00	.00	.00	.00	2,050.00
01-00-3369	FIRE CO TREAS OTHER	10.00	.00	.00	.00	10.00
01-00-3900	GRANT PROGRAMS	.00	.00	.00	.00	.00
	DIFFERENCE	2,544,011.07	87,094.97	574,555.93	22.58	1,969,455.14
	PROOF	2,544,011.07	87,094.97	574,555.93	22.58	1,969,455.14

CITY OF AUBURN  
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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	355,573.00	29,750.06	146,581.21	41.22	208,991.79
03-00-3202	STREET STATE MOTOR VEHICLE FEE	29,000.00	.00	13,611.48	46.94	15,388.52
03-00-3203	STREET MTR VEHICLE PRORAT	.00	.00	.00	.00	.00
03-00-3206	LB 610 GAS TAX	5,256.00	.00	.00	.00	5,256.00
03-00-3208	STREET OTHER STATE REV	.00	.00	.00	.00	.00
03-00-3306	STREET REIM/REFUNDS	.00	.00	12,327.65	.00	12,327.65-
03-00-3311	STREET IN LIEU OF TAXES	.00	.00	.00	.00	.00
03-00-3321	STREET PAV/WATER/SEWER	.00	.00	.00	.00	.00
03-00-3331	STREET BOND ISSUE	.00	.00	.00	.00	.00
03-00-3332	STREET SALE OF MUNI PROP	.00	.00	3,351.00	.00	3,351.00-
03-00-3335	STREET CITY SALES TAX	50,000.00	5,915.96	27,494.38	54.99	22,505.62
03-00-3340	STREET INTEREST	.00	.00	.00	.00	.00
03-00-3351	STREET PROPERTY TAXES	.00	.00	.00	.00	.00
03-00-3352	STREET MTR VEHICLE TAXES	.00	.00	.00	.00	.00
03-00-3359	STREET CO TREAS OTHER	.00	.00	.00	.00	.00
03-00-3360	STREET MISC REVENUES	.00	.00	.00	.00	.00
	DIFFERENCE	<u>439,829.00</u>	<u>35,666.02</u>	<u>203,365.72</u>	<u>46.24</u>	<u>236,463.28</u>
	PROOF	<u>439,829.00</u>	<u>35,666.02</u>	<u>203,365.72</u>	<u>46.24</u>	<u>236,463.28</u>

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
04-00-3321	PAVING WATER SEWER	42,740.00	.00	77,173.98	180.57	34,433.98-
04-00-3331	BOND ISSUE	.00	.00	.00	.00	.00
04-00-3360	MISC REVENUES	.00	.00	.00	.00	.00
	DIFFERENCE	42,740.00	.00	77,173.98	180.57	34,433.98-
	PROOF	42,740.00	.00	77,173.98	180.57	34,433.98-

# AGENDA ITEM NO. 16

Budget Reports Submitted by City Treasurer  
Expenditures by Department

CITY OF AUBURN  
BUDGET REPORT  
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-00-4101	GEN SALARIES	132,000.00	10,645.05	54,016.00	40.92	77,984.00
01-00-4102	GEN HEALTH INSURANCE	25,500.00	3,874.29	6,595.51	25.86	18,904.49
01-00-4103	GEN LIFE INSURANCE	1,000.00	187.56	417.24	41.72	582.76
01-00-4104	GEN PENSION PLAN	4,980.00	489.07	2,687.85	53.97	2,292.15
01-00-4105	GEN WORKMEN COMP	625.00	.00	.00	.00	625.00
01-00-4106	GEN UNEMPLOYMENT	.00	.00	.00	.00	.00
01-00-4108	GEN FLEX SPENDING PLAN	850.00	67.25	336.25	39.56	513.75
01-00-4111	GEN FICA MATCH	10,100.00	791.43	4,015.34	39.76	6,084.66
01-00-4201	GEN LEGAL EXPENSES	24,000.00	37.00	9,185.80	38.27	14,814.20
01-00-4202	GEN UTILITIES	9,300.00	870.92	3,559.59	38.28	5,740.41
01-00-4203	GEN INSURANCE	7,000.00	.00	9,572.76	136.75	2,572.76-
01-00-4204	GEN MEMBERSHIPS/SUBSCRIP	8,000.00	.00	230.00	2.88	7,770.00
01-00-4205	GEN MEETING EXPENSES	4,000.00	.00	814.00	20.35	3,186.00
01-00-4206	GEN SERVICES	40,000.00	2,713.39	28,103.95	70.26	11,896.05
01-00-4208	GEN BLDG & GROUNDS MAINT	6,000.00	162.82	682.10	11.37	5,317.90
01-00-4209	GEN EQUIP & EQUIP MAINT	8,000.00	63.43	2,968.81	37.11	5,031.19
01-00-4217	GEN ECONOMIC DEVELOP	7,000.00	.00	7,000.00	100.00	.00
01-00-4218	GEN STATUTES & REFERENCE	200.00	.00	130.50	65.25	69.50
01-00-4223	GEN TREE PROGRAM	4,000.00	50.00	1,571.68	39.29	2,428.32
01-00-4230	GEN SALES TAX	200.00	.00	89.44	44.72	110.56
01-00-4240	GEN REIM/REFUNDS	.00	.00	.00	.00	.00
01-00-4245	GEN ST LIC AND CITY FINES	3,500.00	.00	.00	.00	3,500.00
01-00-4250	GEN SUPPLIES/MATERIALS	5,500.00	1,069.88	2,799.29	50.90	2,700.71
01-00-4289	GEN SAFETY PROGRAM	200.00	.00	.00	.00	200.00
01-00-4299	GEN MISC EXPENSES	500.00	46.52	1,465.05	293.01	965.05-
01-00-4400	GEN CAPITAL OUTLAYS	90,000.00	.00	.00	.00	90,000.00
01-00-4500	GENERAL DEBT RETIRE PRINC	.00	.00	.00	.00	.00
01-00-4600	GEN DEBT RETIRE-INTEREST	.00	.00	.00	.00	.00
01-00-4700	HANGAR PAYMENT	24,000.00	.00	.00	.00	24,000.00
01-00-4800	GEN GRANT & SPECIAL PROJECTS	41,000.00	1,229.25	4,643.42	11.33	36,356.58
01-00-4801	AIRPORT CAPITAL IMPROVEMENTS	162,339.73	.00	.00	.00	162,339.73
01-00-4810	HISTORIC DISTRICT	.00	.00	8.52	.00	8.52-
01-00-4900	GRANT PROGRAMS	.00	.00	.00	.00	.00
	DIFFERENCE	<u>619,794.73</u>	<u>22,297.86</u>	<u>140,893.10</u>	<u>22.73</u>	<u>478,901.63</u>
	PROOF	<u>619,794.73</u>	<u>22,297.86</u>	<u>140,893.10</u>	<u>22.73</u>	<u>478,901.63</u>

CITY OF AUBURN  
BUDGET REPORT  
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-02-4101	POLICE SALARIES	.00	.00	.00	.00	.00
01-02-4102	POLICE HEALTH INSURANCE	.00	.00	.00	.00	.00
01-02-4103	POLICE LIFE INSURANCE	.00	.00	.00	.00	.00
01-02-4104	POLICE PENSION PLAN	.00	.00	.00	.00	.00
01-02-4105	POLICE WORKMEN COMP	.00	.00	.00	.00	.00
01-02-4106	POLICE UNEMPLOYMENT	.00	.00	.00	.00	.00
01-02-4107	POLICE UNIFORM ALLOWANCE	.00	.00	.00	.00	.00
01-02-4108	POLICE FLEX SPENDING PLAN	.00	.00	.00	.00	.00
01-02-4111	POLICE FICA MATCH	.00	.00	.00	.00	.00
01-02-4201	POLICE LEGAL EXPENSES	.00	.00	.00	.00	.00
01-02-4202	POLICE UTILITIES	.00	.00	.00	.00	.00
01-02-4203	POLICE INSURANCE	.00	.00	.00	.00	.00
01-02-4204	POLICE MEMBERSHIPS & SUBS	.00	.00	.00	.00	.00
01-02-4205	POLICE MEETING EXPENSES	.00	.00	.00	.00	.00
01-02-4206	POLICE SERVICES	326,000.00	26,333.34	129,166.68	39.62	196,833.32
01-02-4208	POLICE BLDG & GROUNDS MAI	.00	.00	.00	.00	.00
01-02-4209	POLICE EQUIP & EQUIP MAINT	.00	.00	.00	.00	.00
01-02-4218	POLICE STATUTES & REFEREN	.00	.00	.00	.00	.00
01-02-4240	POLICE REIM/REFUNDS	.00	.00	.00	.00	.00
01-02-4250	POLICE SUPPLIES/MATERIALS	.00	.00	.00	.00	.00
01-02-4299	POLICE MISC. EXPENSES	.00	.00	.00	.00	.00
01-02-4400	POLICE CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-02-4500	POLICE DEBT RETIRE PRIN	.00	.00	.00	.00	.00
01-02-4800	POLICE GRANTS	.00	.00	.00	.00	.00
	DIFFERENCE	<u>326,000.00</u>	<u>26,333.34</u>	<u>129,166.68</u>	<u>39.62</u>	<u>196,833.32</u>
	PROOF	<u>326,000.00</u>	<u>26,333.34</u>	<u>129,166.68</u>	<u>39.62</u>	<u>196,833.32</u>

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-05-4101	FIRE DEPT SALARIES	6,000.00	500.00	2,500.00	41.67	3,500.00
01-05-4103	FIRE DEPT LIFE INS	1,525.00	288.64	707.47	46.39	817.53
01-05-4105	FIRE DEPT WORKMEN COMP	2,650.00	.00	.00	.00	2,650.00
01-05-4106	FIRE DEPT UNEMPLOYMENT	.00	.00	.00	.00	.00
01-05-4110	FIRE DEPT OTHER PERSONAL	.00	.00	.00	.00	.00
01-05-4111	FIRE DEPT FICA MATCH	460.00	38.25	191.25	41.58	268.75
01-05-4202	FIRE DEPT UTILITIES	8,000.00	884.46	3,202.26	40.03	4,797.74
01-05-4203	FIRE DEPT INSURANCE	4,800.00	.00	7,441.31	155.03	2,641.31-
01-05-4204	FIRE DEPT MEMBERS/SUB/RECOG	2,500.00	.00	.00	.00	2,500.00
01-05-4205	FIRE DEPT MEETINGS/TRAININGS	1,750.00	.00	.00	.00	1,750.00
01-05-4206	FIRE DEPT SERVICES	700.00	50.00	250.00	35.71	450.00
01-05-4208	FIRE DEPT BLDG & GROUNDS	3,000.00	880.00	880.00	29.33	2,120.00
01-05-4209	FIRE DEPT EQUIP/MAINT/BUNKER G	21,000.00	38.83	742.61	3.54	20,257.39
01-05-4222	FIRE DEPT CHIEF EXPENSES	1,050.00	.00	.00	.00	1,050.00
01-05-4240	FIRE DEPT REIM/REFUNDS	.00	.00	.00	.00	.00
01-05-4250	FIRE DEPT SUPPLIES	2,200.00	10.00	50.00	2.27	2,150.00
01-05-4299	FIRE DEPT MISC EXPENSES	.00	.00	95.08	.00	95.08-
01-05-4400	FIRE DEPT CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-05-4401	AERIAL TRUCK	46,170.00	.00	.00	.00	46,170.00
01-05-4402	PUMPER TRUCK	250,000.00	.00	.00	.00	250,000.00
01-05-4500	FIRE DEPT DEBT SERV PRINCIP	.00	.00	.00	.00	.00
01-05-4800	FIRE DEPT	.00	.00	.00	.00	.00
	DIFFERENCE	351,805.00	2,690.18	16,059.98	4.57	335,745.02
	PROOF	351,805.00	2,690.18	16,059.98	4.57	335,745.02

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-07-4101	PARKS SALARIES	20,000.00	.00	1,642.50	8.21	18,357.50
01-07-4102	PARKS HEALTH INSURANCE	.00	.00	.00	.00	.00
01-07-4103	PARKS LIFE INSURANCE	.00	.00	.00	.00	.00
01-07-4104	PARKS PENSION PLAN	.00	.00	.00	.00	.00
01-07-4105	PARKS WORKMEN COMP	1,200.00	.00	.00	.00	1,200.00
01-07-4106	PARK UNEMPLOYMENT	.00	.00	.00	.00	.00
01-07-4108	PARK FLEX SPENDING PLAN	.00	.00	.00	.00	.00
01-07-4111	PARKS FICA MATCH	1,530.00	.00	125.66	8.21	1,404.34
01-07-4202	PARKS UTILITIES	14,500.00	775.04	6,288.98	43.37	8,211.02
01-07-4203	PARKS INSURANCE	3,400.00	.00	4,387.20	129.04	987.20-
01-07-4204	PARK MEMBERSHIPS & SUB.	.00	.00	.00	.00	.00
01-07-4205	PARKS MEETING EXPENSES	.00	.00	.00	.00	.00
01-07-4206	PARKS SERVICES	2,500.00	.00	730.00	29.20	1,770.00
01-07-4208	PARKS BLDG & GROUNDS MAIN	12,000.00	.00	2,010.01	16.75	9,989.99
01-07-4209	PARKS EQUIP & MAINT	10,000.00	536.98	1,020.49	10.20	8,979.51
01-07-4223	PARK TREE PROGRAM	.00	.00	.00	.00	.00
01-07-4230	PARKS SALES TAX/LODGING	500.00	.00	399.43	79.89	100.57
01-07-4240	PARKS REIM/REFUNDS	.00	.00	.00	.00	.00
01-07-4250	PARKS SUPPLIES & EQUIP	8,500.00	225.99	2,531.45	29.78	5,968.55
01-07-4290	PARKS EQUIP/LAND RENTAL	.00	.00	.00	.00	.00
01-07-4299	PARKS MISC EXPENSES	500.00	.00	.00	.00	500.00
01-07-4400	PARKS CAPITAL OUTLAYS	200,000.00	.00	28,341.25	14.17	171,658.75
01-07-4401	GAME & PARKS RTP	55,000.00	.00	97,090.64	176.53	42,090.64-
01-07-4402	NRD TRAIL PROJECT	10,000.00	.00	72.95	.73	9,927.05
01-07-4403	SANDVOLLEYBALL COURT	.00	.00	.00	.00	.00
01-07-4500	PARK DEBT SERVICING PRINC.	.00	.00	.00	.00	.00
01-07-4800	PARKS STUDY/ENGINEERING	.00	.00	.00	.00	.00
	DIFFERENCE	339,630.00	1,538.01	144,640.56	42.59	194,989.44
	PROOF	339,630.00	1,538.01	144,640.56	42.59	194,989.44

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-09-4105	SR CENTER WORKMEN COMP	.00	.00	.00	.00	.00
01-09-4202	SR CENTER UTILITIES	8,000.00	782.63	3,127.20	39.09	4,872.80
01-09-4203	SR CENTER INSURANCE	1,500.00	.00	.00	.00	1,500.00
01-09-4206	SR CENTER SERVICES	2,500.00	190.00	950.00	38.00	1,550.00
01-09-4208	SR CENTER BLDG & GROUNDS	5,000.00	88.95	1,048.71	20.97	3,951.29
01-09-4209	SR CENTER EQUIP & MAINT	2,000.00	4,929.00	4,929.00	246.45	2,929.00-
01-09-4250	SR CENTER SUPPLIES/MATER	300.00	80.65	121.10	40.37	178.90
01-09-4299	SR CENTER MISC EXPENSES	.00	.00	.00	.00	.00
01-09-4400	SR CENTER CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-09-4999	SR CENTER TRANSFERS	9,000.00	.00	.00	.00	9,000.00
	DIFFERENCE	28,300.00	6,071.23	10,176.01	35.96	18,123.99
	PROOF	28,300.00	6,071.23	10,176.01	35.96	18,123.99

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-51-4101	LIBRARY SALARIES	71,000.00	5,752.52	27,525.95	38.77	43,474.05
01-51-4102	LIBRARY HEALTH INSURANCE	7,400.00	1,096.79	2,871.85	38.81	4,528.15
01-51-4103	LIBRARY LIFE INSURANCE	285.00	58.86	124.56	43.71	160.44
01-51-4104	LIBRARY PENSION PLAN	2,780.00	401.18	1,317.01	47.37	1,462.99
01-51-4105	LIBRARY WORKMEN COMP	230.00	.00	.00	.00	230.00
01-51-4106	LIBRARY UNEMPLOYMENT	.00	.00	.00	.00	.00
01-51-4108	LIBRARY FLEX SPENDING	.00	.00	.00	.00	.00
01-51-4111	LIBRARY FICA MATCH	5,440.00	431.30	2,067.23	38.00	3,372.77
01-51-4201	LIBRARY LEGAL	.00	.00	.00	.00	.00
01-51-4202	LIBRARY UTILITIES	8,000.00	831.50	2,239.95	28.00	5,760.05
01-51-4203	LIBRARY INSURANCE	3,500.00	.00	3,094.46	88.41	405.54
01-51-4204	LIBRARY MEMBERSHIPS/SUB	550.00	.00	382.20	69.49	167.80
01-51-4205	LIBRARY MEETING EXPENSES	400.00	.00	.00	.00	400.00
01-51-4206	LIBRARY SERVICES	9,000.00	908.55	3,212.55	35.70	5,787.45
01-51-4208	LIBRARY BLDG & GROUNDS	7,600.00	379.00	2,316.25	30.48	5,283.75
01-51-4209	LIBRARY EQUIP & MAINT	4,000.00	829.00	2,028.61	50.72	1,971.39
01-51-4228	LIBRARY BOOKS/AVS	14,000.00	1,799.62	6,001.71	42.87	7,998.29
01-51-4230	LIBRARY SALES TAX	60.00	.00	36.87	61.45	23.13
01-51-4240	LIBRARY REIM/REFUNDS	.00	.00	.00	.00	.00
01-51-4250	LIBRARY SUPPLIES/MATERIALS	6,000.00	176.26	2,098.59	34.98	3,901.41
01-51-4299	LIBRARY MISC EXPENSES	500.00	.00	35.45	7.09	464.55
01-51-4400	LIBRARY CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-51-4800	LIBRARY GRANTS	.00	.00	.00	.00	.00
01-51-4999	LIBRARY TRANS OUT (LOAN)	6,000.00	.00	.00	.00	6,000.00
	DIFFERENCE	146,745.00	12,664.58	55,353.24	37.72	91,391.76
	PROOF	146,745.00	12,664.58	55,353.24	37.72	91,391.76

CITY OF AUBURN  
BUDGET REPORT  
CALENDAR 2/2016, FISCAL 5/2015

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-52-4101	SWIM POOL SALARIES	58,150.00	.00	.00	.00	58,150.00
01-52-4105	SWIM POOL WORKMEN COMP	2,400.00	.00	.00	.00	2,400.00
01-52-4107	SWIM POOL UNIFORMS	1,100.00	.00	.00	.00	1,100.00
01-52-4111	SWIM POOL FICA MATCH	4,450.00	.00	.00	.00	4,450.00
01-52-4202	SWIM POOL UTILITIES	12,000.00	614.21	1,716.55	14.30	10,283.45
01-52-4203	SWIM POOL INSURANCE	2,500.00	.00	4,007.14	160.29	1,507.14
01-52-4206	SWIM POOL SERVICES	3,000.00	.00	.00	.00	3,000.00
01-52-4208	SWIM POOL BLDG & GROUNDS	3,000.00	.00	37.59	1.25	2,962.41
01-52-4209	SWIM POOL EQUIP & MAINT	5,000.00	.00	465.75	9.32	4,534.25
01-52-4230	SWIM POOL SALES TAX	3,500.00	.00	1,079.48	30.84	2,420.52
01-52-4240	SWIM POOL REIM/REFUNDS	.00	.00	.00	.00	.00
01-52-4250	SWIM POOL SUPPLIES/MATER	15,000.00	.00	125.46	.84	14,874.54
01-52-4299	SWIM POOL MISC EXPENSES	500.00	.00	.00	.00	500.00
01-52-4400	SWIM POOL CAPITAL OUTLAYS	224,500.00	.00	48,928.90	21.79	175,571.10
	DIFFERENCE	335,100.00	614.21	56,360.87	16.82	278,739.13
	PROOF	335,100.00	614.21	56,360.87	16.82	278,739.13

CITY OF AUBURN  
BUDGET REPORT  
CALENDAR 2/2016, FISCAL 5/2015

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
03-00-4101	STREET SALARIES	115,000.00	9,392.98	47,376.35	41.20	67,623.65
03-00-4102	STREET HEALTH INSURANCE	14,520.00	3,696.03	5,971.02	41.12	8,548.98
03-00-4103	STREET LIFE INSURANCE	600.00	127.28	266.24	44.37	333.76
03-00-4104	STREET PENSION PLAN	5,000.00	460.95	1,828.78	36.58	3,171.22
03-00-4105	STREET WORKMEN COMP	9,177.00	.00	.00	.00	9,177.00
03-00-4106	STREET UNEMPLOYMENT	.00	.00	.00	.00	.00
03-00-4108	STREET FLEX SPENDING PLAN	.00	.00	.00	.00	.00
03-00-4110	STREET OTHER PERSONAL EX	100.00	.00	14.98	14.98	85.02
03-00-4111	STREET FICA MATCH	8,086.00	708.25	3,565.10	44.09	4,520.90
03-00-4201	STREET LEGAL EXPENSES	.00	.00	.00	.00	.00
03-00-4202	STREET UTILITIES	8,500.00	1,161.10	3,686.17	43.37	4,813.83
03-00-4203	STREET INSURANCE	5,500.00	.00	14,627.64	265.96	9,127.64
03-00-4204	STREET MEMBERSHIPS/SUBS	.00	.00	.00	.00	.00
03-00-4205	STREET MEETING EXPENSES	.00	.00	.00	.00	.00
03-00-4206	STREET SERVICES	5,000.00	282.11	4,313.42	86.27	686.58
03-00-4208	STREET BLDG & GR MAINT	500.00	.00	16.18	3.24	483.82
03-00-4219	STREET ROAD MAINT BY OTHER	.00	.00	.00	.00	.00
03-00-4220	STREET SNOW REMOVAL OTH	4,000.00	.00	.00	.00	4,000.00
03-00-4230	STREET SALES TAX	.00	.00	.00	.00	.00
03-00-4231	STREET ROAD EQUIP PARTS	12,000.00	2,339.38	5,638.42	46.99	6,361.58
03-00-4232	STREET ROAD EQUIP LABOR	4,000.00	235.80	2,536.80	63.42	1,463.20
03-00-4233	STREET FREIGHT & EXPRESS	.00	.00	.00	.00	.00
03-00-4234	STREET OTHER EQUIP REPAIRS	.00	.00	.00	.00	.00
03-00-4240	STREET REIM MEALS/REFUNDS	100.00	.00	.00	.00	100.00
03-00-4250	STREET SUPPLIES	100.00	.00	.00	.00	100.00
03-00-4251	STREET POSTAGE	.00	.00	.00	.00	.00
03-00-4252	STREET OFFICE SUPPLIES	.00	.00	.00	.00	.00
03-00-4254	STREET CLEANING SUPPLIES	.00	.00	.00	.00	.00
03-00-4256	STREET CHEMICAL SUPPLIES	1,500.00	.00	.00	.00	1,500.00
03-00-4257	STREET MEDICAL SUPPLIES	.00	.00	.00	.00	.00
03-00-4258	STREET SHOP SUPPLIES	1,100.00	95.75	720.58	65.51	379.42
03-00-4259	STREET SHOP TOOLS	1,000.00	.00	425.15	42.52	574.85
03-00-4260	STREET SMALL TOOLS	.00	.00	.00	.00	.00
03-00-4265	STREET PLUMBING SUPPLIES	.00	.00	.00	.00	.00
03-00-4271	STREET GASOLINE	20,000.00	688.90	4,395.07	21.98	15,604.93
03-00-4272	STREET OIL/GREASE/ETC	1,500.00	8.00	175.71	11.71	1,324.29
03-00-4273	STREET TIRES & TIRE REPAIR	3,000.00	425.00	866.85	28.90	2,133.15
03-00-4274	STREET ASPHALTIC MATERIALS	35,000.00	.00	110.22	.31	34,889.78
03-00-4275	STREET GRAVEL & BORROW	6,000.00	.00	2,696.04	44.93	3,303.96
03-00-4276	STREET SNOW/SAFETY FENCE	.00	.00	.00	.00	.00
03-00-4277	STREET CONCRETE	10,000.00	.00	1,314.75	13.15	8,685.25
03-00-4278	STREET CULVERTS	500.00	.00	94.99	19.00	405.01
03-00-4279	STREET STEEL PRODUCTS	200.00	15.18	58.98	29.49	141.02
03-00-4280	STREET LUMBER	100.00	.00	.00	.00	100.00
03-00-4283	STREET SIGNS	600.00	103.05	249.69	41.62	350.31
03-00-4284	STREET SIGN POSTS	.00	.00	.00	.00	.00
03-00-4285	STREET GUIDE POSTS & DELIN	.00	.00	.00	.00	.00
03-00-4286	STREET SIGNALS	.00	.00	.00	.00	.00
03-00-4287	STREET PAVEMENT MARKING	1,500.00	.00	.00	.00	1,500.00
03-00-4288	STREET FLARES/FLAGS/BARRI	100.00	.00	.00	.00	100.00
03-00-4289	STREET SAFETY PROGRAM	350.00	.00	69.54	19.87	280.46

CITY OF AUBURN  
BUDGET REPORT  
CALENDAR 2/2016, FISCAL 5/2015

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
03-00-4290	STREET EQUIP/LAND RENTAL	6,000.00	500.00	2,500.00	41.67	3,500.00
03-00-4299	STREET MISC SUPPLIES & MAT	500.00	.00	254.31	50.86	245.69
03-00-4300	STREET CAPITAL IMPROVE.	110,000.00	.00	.00	.00	110,000.00
03-00-4400	STREET CAPITAL OUTLAYS	106,000.00	.00	.00	.00	106,000.00
03-00-4500	STREET DEBT SERV PRINC	115,000.00	.00	.00	.00	115,000.00
03-00-4600	STREET DEBT SERV INTEREST	4,000.00	.00	1,943.75	48.59	2,056.25
03-00-4700	STREET BOND/WARRANTS	.00	.00	.00	.00	.00
	DIFFERENCE	616,133.00	20,239.76	105,716.73	17.16	510,416.27
	PROOF	616,133.00	20,239.76	105,716.73	17.16	510,416.27

CITY OF AUBURN  
BUDGET REPORT  
CALENDAR 2/2016, FISCAL 5/2015

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
04-00-4206	STREET IMPROVEMENT SERVICES	.00	.00	15.00	.00	15.00-
04-00-4299	STREET IMPROVEMENT MISC	.00	.00	.00	.00	.00
04-00-4300	STREET IMPROVEMENT CAP IMPROVE	.00	.00	.00	.00	.00
04-00-4400	STREET IMPROVEMENT CAP OUTLAYS	.00	.00	.00	.00	.00
04-00-4500	ST IMPROVE DEBT SERV PRINCIPAL	220,000.00	.00	.00	.00	220,000.00
04-00-4600	ST IMPROVE DEBT SERV INTEREST	22,837.50	.00	11,418.75	50.00	11,418.75
04-00-4700	ST IMPROVE DEBT OTHER	.00	.00	.00	.00	.00
	DIFFERENCE	242,837.50	.00	11,433.75	4.71	231,403.75
	PROOF	242,837.50	.00	11,433.75	4.71	231,403.75

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

FOR THE MONTH OF FEBRUARY 2016

Total Number of Calls within the City of Auburn	119
Total Number of Ordinance/Animal Calls	13
Total Number of Actual Criminal Cases Reported/Initiated	10

Respectfully submitted,



Brent Lottman  
Sheriff

City of Auburn  
TIF Activity  
Report Date 2-29-16

Date	Description	Account Activity	Auburn 1	Auburn 1 Project #2 SE Corner	Terrace Heights I	Terrace Heights II	Auburn Bowling Center I	Auburn Bowling Center II	Hemmingsel Funeral Home	Northwest Sanitary Sewer	West Project	Orscheln
5/31/2015	Balance Forward	\$ 805,828.08	\$ 609,643.52	\$ 17,643.45	\$ 83,353.33	\$ 16,250.85	\$ -	\$ -	\$ 42,319.27	\$ -	\$ 36,040.49	\$ 577.17
6/1/2015	Eagles Loan Payment	\$ 88.67	\$ 88.67									
6/1/2015	Co. Collections	\$ 27,173.25	\$ 10,229.90	\$ 491.77					\$ 6,301.47		\$ 2,645.19	\$ 7,504.92
6/12/2015	Loan Payments	\$ (21,010.14)	\$ (14.64)		\$ (6,741.72)	\$ (9,551.70)			\$ (4,716.72)			
6/15/2015	Auburn Newspapers	\$ (14.64)										
6/15/2015	Orscheln TIF Payment	\$ (8,082.09)										\$ (8,082.09)
6/30/2015	Interest on Account	\$ 99.95	\$ 76.96	\$ 2.00	\$ 9.99	\$ 1.00			\$ 5.00		\$ 5.00	
7/1/2015	Eagles Loan Payment	\$ 88.67	\$ 88.67									
7/10/2015	Co. Collections	\$ 2,485.33	\$ 2,351.91	\$ 66.50	\$ 12.08	\$ 12.98	\$ 4.05	\$ (4.05)	\$ 8.32		\$ 19.58	\$ 9.91
7/10/2015	Co. Collections (trans)		\$ 4.05									
7/31/2015	Interest on Account	\$ 103.54	\$ 79.73	\$ 2.07	\$ 10.35	\$ 1.03			\$ 5.18		\$ 5.18	
8/3/2015	Eagles Loan Payment	\$ 88.67	\$ 88.67									
8/14/2015	Co. Collections	\$ 2,682.27	\$ 2,665.15	\$ 17.12								
8/31/2015	Interest on Account	\$ 102.99	\$ 79.30	\$ 2.06	\$ 10.30	\$ 1.03			\$ 5.15		\$ 5.15	
9/1/2015	Eagles Loan Payment	\$ 88.67	\$ 88.67									
9/1/2015	Co. Collections	\$ 68,813.45	\$ 30,459.46	\$ 1,317.82	\$ 9,155.21	\$ 9,831.90			\$ 6,301.50		\$ 11,747.56	
9/30/2015	Interest on Account	\$ 105.49	\$ 78.06	\$ 2.11	\$ 10.55	\$ 2.11			\$ 6.33		\$ 6.33	
10/1/2015	Eagles Loan Payment	\$ 88.67	\$ 88.67									
10/1/2015	Co. Collections	\$ 13,018.35	\$ 10,966.67	\$ 1.90	\$ 6.40	\$ 6.88	\$ 2.15	\$ (2.15)	\$ 4.41		\$ 2,024.69	\$ 5.25
10/13/2015	Co. Collections (trans)		\$ 2.15									
10/13/2015	Auburn Newspapers	\$ (69.00)	\$ (69.00)									
10/31/2015	Interest on Account	\$ 112.96	\$ 84.72	\$ 2.26	\$ 10.16	\$ 2.26			\$ 6.78		\$ 6.78	
11/2/2015	Eagles Loan Payment	\$ 88.67	\$ 88.67									
11/6/2015	Co. Collections	\$ 1,873.59	\$ 1,242.80									
11/30/2015	Interest on Account	\$ 110.15	\$ 82.61	\$ 2.20	\$ 9.92	\$ 2.20			\$ 6.61		\$ 6.61	
12/1/2015	Eagles Loan Payment	\$ 88.67	\$ 88.67									
12/1/2015	Co. Collections	\$ 930.34	\$ 930.20	\$ 0.14								
12/15/2015	Loan Payments	\$ (21,010.14)			\$ (6,741.72)	\$ (9,551.70)			\$ (4,716.72)			
12/31/2015	Interest on Account	\$ 112.50	\$ 86.63	\$ 2.25	\$ 10.12	\$ 1.12			\$ 5.63		\$ 5.63	
1/4/2016	Eagles Loan Payment	\$ 88.67	\$ 88.67									
1/15/2016	Co. Collections	\$ 40,873.21	\$ 16,398.83	\$ 1,571.29	\$ 11.56	\$ 12.41	\$ 3.87	\$ (3.87)	\$ 7.95		\$ 751.92	\$ 22,115.38
1/15/2016	Co. Collections (trans)		\$ 3.87									
1/15/2016	El Portal Proj Phase 1	\$ (2,400.00)	\$ (2,400.00)									
1/31/2016	Interest on Account	\$ 113.90	\$ 85.43	\$ 2.28	\$ 10.25	\$ 1.14			\$ 5.69		\$ 5.69	\$ 2.28
2/1/2016	Eagles Loan Payment	\$ 88.67	\$ 88.67									
2/12/2016	Co. Collections	\$ 19,480.74	\$ 12,972.27	\$ 6,508.47								
2/12/2016	Auburn Newspapers	\$ (14.64)	\$ (14.64)									
2/12/2016	Orscheln TIF Payment	\$ (22,132.82)										\$ (22,132.82)
2/29/2016	Interest on Account	\$ 109.96	\$ 84.67	\$ 3.30	\$ 8.79	\$ 1.10			\$ 5.50		\$ 5.50	
	Balance	\$ 910,194.61	\$ 699,308.64	\$ 25,238.99	\$ 79,145.57	\$ 7,024.61	\$ -	\$ -	\$ 45,561.35	\$ -	\$ 53,915.45	\$ -