

AGENDA FOR THE REGULAR MEETING OF
THE MAYOR AND CITY COUNCIL OF THE
CITY OF AUBURN, NEMAHA COUNTY,
NEBRASKA, TO BE HELD AT 7:00 P.M.
SEPTEMBER 14, 2015

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. **CREATING FAMILY CHOICES** regarding gambling awareness program.

10. **PAT ENGLS** – Legion Field baseball lights.

11. **UPDATE** on West Area/Waterline Project.

12. **APPROVE** Chamber of Commerce Funding Agreement. **Resolution.**

13. **7:05 P.M., or as soon thereafter as possible, - PUBLIC HEARING** on FY2015-2016 Budget.

Action on said public hearing. **Motion** to Approve.

14. **BUDGET ITEMS**

- Increase the Base of Restricted Funds & Allowable Growth Increases
- To Exceed the Budget Limit by an additional 1%
- Unused Restricted Funds Authority
- Ordinance – Fixing Compensation of Officers and Employees of the City
- Ordinance – Annual Appropriation Bill.

15. **7:05 P.M., or as soon thereafter as possible, - PUBLIC HEARING** to set Final Tax Request.

Action on said public hearing. **Resolution** to Set Final Tax Request.

16. **RESOLUTION** – Declaration of seven (7) Nuisance Properties – address: 2209 and 2209 ½ Auburn, NE; 1211 14th Street, Auburn, NE; 1902 P Street, Auburn, NE; 1317 “P” Street, Auburn, NE; 2506 “O” Street, Auburn, NE; 1123 13th Street, Auburn, NE; 1414 “O” Street, Auburn, NE.
17. **FRANCHISE FEE AGREEMENT** for Time Warner Cable proposed 10 year term.
18. **FRANCHISE AGREEMENT** and Right of Way Permit for Auburn 1 Fiber LLC, proposed 15 year term.
19. **APPROVE** Pay Application (9th Street Storm Sewer Project).
20. **SEND** – Request for FY 2016 Membership Dues.
21. **SEND** – Request for FY 2016 Housing Dues.
22. **APPOINTMENT(S)/REAPPOINTMENT(S)** –
- Fire Department
 - Recreation Committee
23. **REPORTS/RECOMMENDATIONS** - - From Dept. Heads.
- a. Street Department
 - b. Fire Department
 - c. Library
 - d. Treasurer
 - e. Airport Report
24. **REPORTS/RECOMMENDATIONS** - - From Committees.
- a. Street Committee
 - b. Keep Auburn Beautiful
 - c. Economic Development
 - d. Safety Committee
 - e. Building Committee
 - f. Legislative
 - g. Parks and Pool Committee
 - h. Other Committees & Reports
 - i. Christmas Light Committee
25. **ADJOURNMENT.**

POSSIBLE MOTION FORMAT 9-14-15

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 August 10, 2015 meeting's minutes and to approve the same as written

6. **APPROVAL OF FINANCIAL REPORT.**

POSSIBLE MOTION: I move to approve the financial report

7. **CLAIMS.**

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

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

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

9. **CREATING FAMILY CHOICES** regarding gambling awareness program.

10. **PAT ENGLER** – Legion Field baseball lights.

11. **UPDATE** on West Area/Waterline Project.

12. **APPROVE** Chamber of Commerce Funding Agreement. **Resolution.**

POSSIBLE MOTION: I move to approve the funding agreement with the Auburn Chamber of Commerce by the passage and adoption of Resolution No. 10-15

13. **7:05 P.M., or as soon thereafter as possible, - PUBLIC HEARING** on FY2015-2016 Budget.

POSSIBLE MOTION: I move to approve the 2015-2016 budget including cash balances, cash reserves, receipts and expenditures of the city funds, interlocal agreement for law/code enforcement, capital items, carry over airport runway capital improvement expenses, airport hangar note payment, grant projects, and Board of Public Works Proprietary Function Budget and further authorize publication of any changes to the Notice of Budget Hearing and Budget Summary previously published.

14. **BUDGET ITEMS**

- Increase the Base of Restricted Funds & Allowable Growth Increases

POSSIBLE MOTION: I move to increase the base of restricted funds by 2.5% and any additional amount for allowable growth

- To Exceed the Budget Limit by an additional 1%

POSSIBLE MOTION: I move to Exceed the Budget Limit by an additional 1%

- Unused Restricted Funds Authority

POSSIBLE MOTION: I move that the total unused restricted funds authority be set in accordance with the approved allowable increases

- Ordinance – Fixing Compensation of Officers and Employees of the City

POSSIBLE ACTION: Ordinance Record – Ordinance No. 8-15 Fixing Compensation of Officers and Employees of the City

- Ordinance – Annual Appropriation Bill.

POSSIBLE ACTION: Ordinance Record – Ordinance No. 9-15 Annual Appropriation Bill

15. **7:05 P.M., or as soon thereafter as possible, - PUBLIC HEARING** to set Final Tax Request. **Action** on said public hearing. **Resolution** to Set Final Tax Request.

POSSIBLE MOTION: I move to set the final property tax request for fiscal year 2015-2016 by the passage and adoption of Resolution No. 11-15

16. **RESOLUTION** – Declaration of seven (7) Nuisance Properties – address: 2209 and 2209 ½ Auburn, NE; 1211 14th Street, Auburn, NE; 1902 P Street, Auburn, NE; 1317 “P” Street, Auburn, NE; 2506 “O” Street, Auburn, NE; 1123 13th Street, Auburn, NE; 1414 “O” Street, Auburn, NE.

POSSIBLE MOTION: I move to approve Resolution No. 12-15, a resolution declaring certain residential real estate as a public nuisance and ordering nuisance abatement of said property by legal remedy

17. **FRANCHISE FEE AGREEMENT** for Time Warner Cable proposed 10 year term.

POSSIBLE MOTION: I move to approve the Franchise Agreement to Provide Cable Television Services between the City of Auburn and Time Warner Cable Midwest LLC

18. **FRANCHISE AGREEMENT** and Right of Way Permit for Auburn 1 Fiber LLC, proposed 15 year term.

POSSIBLE MOTION: I move to approve the Right-of-Way Permit and Franchise Agreement between the City and Auburn 1 Fiber, LLC

19. **APPROVE** Pay Application (9th Street Storm Sewer Project).

POSSIBLE MOTION: I move to approve payment in the amount of \$46,505.00 as final payment to Midlands Contracting Inc. associated with the 9th Street Storm Sewer Improvement Project.

20. **SEND** – Request for FY 2016 Membership Dues.

POSSIBLE MOTION: I move to approve payment in the amount of \$2,125.00 to Southeast Nebraska Development District for the City's 2016 membership dues.

21. **SEND** – Request for FY 2016 Housing Dues.

POSSIBLE MOTION: I move to approve payment in the amount of \$1,038.00 to Southeast Nebraska Development District for the City's 2016 housing activity dues.

22. **APPOINTMENT(S)/REAPPOINTMENT(S)** –

- Fire Department
- Recreation Committee

POSSIBLE ACTION: Roll Call on the appointment(s)/reappointment(s)

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

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

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

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

25. **ADJOURNMENT.**

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

Auburn, Nebraska
August 10, 2015

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 August 10, 2015, 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 August 7, 2015. 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, Tom Clark, Erickson, Janssen, and Jeanneret. Absent: Shawn Clark.

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

Council Member Billings moved to dispense with the reading of the July 13, 2015 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": Tom Clark, Erickson, 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 Erickson and upon roll call vote, the following Council Members voted "YEA": Tom Clark, Erickson, Janssen, Jeanneret, and Billings. The following voted "NAY": No one. Motion: Carried.

The following claims were presented before the Council for ratification: AFLAC, Wh-109.16; American Recycling & Sanitation, Se-373.50; Auburn State Bank, Bonds-54,350.00; BCom Solutions Inc., Se-Equip-525.00; Black Hills Energy, Ut-1505.68; Board of Public Works, Ut-8472.21; Five Nines Technology Group, Se-10.00; K2 Construction, Se-Su-137,067.30; Linda Bantz, Se-350.00; Mark Harms, Ex-500.00; Nebraska Department of Revenue, Sales Tax-2652.54; Nebraska DOL/Boiler Inspection Program, Fe-18.00; Nemaha County, Se-25,500.00; Phillipe Brothers, Equip-42,000.00; Region V-SENDS, Se-755.00; The Standard, Ins-257.56; Time Warner Cable, Ut-533.87; Verizon, Se-46.02; Wex Bank, Su-1,382.06; Windstream, Ut-46.46. The following claims (not previously approved by motion or resolution) were presented; A-1 Locksmith LLC, Se-111.40; Acco, Su-Equip-2756.60; Amazon, Bk-271.27; Amcon, Su-1629.86; Auburn Newspapers, Se-769.86; Auburn Plumbing, Htg & AC Inc., Se-Equip-10,105.06; Baker & Taylor, Bk-867.47; BCom Solutions, Equip-Se-884.97; Bennett's Auto Body, Su-42.36; Board of Public Works, Su-451.97; Bowman Equipment & Repair, Se-2,251.00; Bulldog Auto Supply Inc., Su-525.51; Captain Handy, Se-103.45; Coca Cola, Su-150.84; Concrete Industries Inc., Su-147.00; Cowan Water Conditioning, Su-56.00; D & D Communications, Equip-792.50; Demco, Su-524.42; Dettmer Farm Service Inc., Su-352.50; Eakes Office Solutions, Su-502.97; Eggers Brothers Inc., Su-252.09; Elizabeth Montgomery, Reim-50.00; Emergency Apparatus Maintenance, Se-2347.66; Filter Care, Se-37.15; First National Bank Omaha, Equip-Ex-Su-1172.88; Five Nines Technology Group, Se-175.00; Glenn's Corner Market, Su-467.95; Hickory Road BBQ, Se-Su-1039.20; JEO Consulting Group Inc., Se-7420.00; League Assoc. of Risk Management, Ins-75.36; Lyman-Richey Corp., Su-2203.35; Lynch's Hardware & Gifts, Su-39.96; Menards, Su-606.04; Nebraska Environmental Product, Su-277.14; Nemaha County, Reim-1766.25; Nemaha County Sheriff, Se-18.50; OCLC Inc., Sub-52.31; Oriental Trading Co. Inc., Su-75.00; Card Services (Orscheln), Su-148.54; Petty Cash, Se-Su-Reim-Ex-115.46; Postmaster, Su-98.00; Roofers Inc., Re-6000.00; Sack Lumber Co., Su-1005.83; Shopko Stores Operating, Su-34.86; Southeast Nebraska Development District, Se-185.34; Stutheit Implement Co., Su-93.49; Thiele Geotech Inc., Se-2351.00; Xerox Corporation, Se-Su-367.06.

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

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

Three individuals indicated that they might be interested in attending the League of Nebraska Municipalities Annual Conference to be held September 23-25 in Lincoln. Council Member Billings moved to allow up to 3 individuals attendance at the conference. The foregoing motion was seconded by Council Member Erickson and upon roll call vote, the following Council Members voted "YEA": Janssen, Jeanneret, Billings, Tom Clark, and Erickson. The following voted "NAY": No one. Motion: Carried.

Council Member Erickson moved to approve the application of American Legion Post #23 for a Special Designated Liquor License for a beer garden/fund raiser to be held on October 10, 2015 in Legion Memorial Park. The foregoing motion was seconded by Council Member Janssen and upon roll call vote, the following Council Members voted "YEA": Jeanneret, Billings, Tom Clark, Erickson and Janssen. The following voted "NAY": No one. Motion: Carried.

Council Member Janssen moved to approve the application of Luis Lopez for a Special Designated Liquor License to be held on September 19, 2015 in Legion Park in association with the Rock 'n Roll BBQ Festival. The foregoing motion was seconded by Council Member Tom Clark and upon roll call vote, the following Council Members voted "YEA": Billings, Tom Clark, Erickson, Janssen, and Jeanneret. The following voted "NAY": No one. Motion: Carried.

Virginia Wintz spoke regarding the use of property located in Calvert Addition to the City of Auburn, in Section 28, T5N, R14E of the 6th PM, Nemaha County, Nebraska.

Council Member Erickson moved to approve the request to use the parking lot between the Café Metro building and the Bulldog Auto Parts store for the Trail of Treasures event on October 2nd, 3rd, and 4th as requested. The foregoing motion was seconded by Council Member Tom Clark and upon roll call vote, the following Council Members voted "YEA": Tom Clark, Erickson, Janssen, Jeanneret, and Billings. The following voted "NAY": No one. Motion: Carried.

Merri Johnson presented design recommendations for welcome to Auburn signs.

Jessica Lechner spoke regarding Spook Fest activities. Council Member Tom Clark moved in favor of the Spook Fest activities and that the City furnish the event insurance. The foregoing motion was seconded by Council Member Jeanneret and upon roll call vote, the following Council Members voted "YEA": Tom Clark, Erickson, Janssen, Jeanneret, and Billings. The following voted "NAY": No one. Motion: Carried.

Stephanie Fisher reported that the Community Redevelopment Authority has pledged to provide financial assistance towards allowable improvement projects for Legion Park.

Mayor Kudrna appointed Micah Bogdanoff, Kalvin Lonowski and Woody Klinger to the Auburn Volunteer Fire Department. Upon calling the roll, the following Council Members voted "YEA": Erickson, Janssen, Jeanneret, Billings, and Tom Clark. The following voted "NAY": No one. Appointments: Confirmed. The Mayor reappointed Lisa Rathjen to the Auburn

Housing Authority and Darrell Kruse to the Community Redevelopment Authority. Upon calling the roll, the following Council Members voted "YEA": Janssen, Jeanneret, Billings, Tom Clark, and Erickson. The following voted "NAY": No one. Reappointments: Confirmed.

The City Council reviewed the recommended changes to the City of Auburn/Board of Public Works Pension Plan & Trust involving the vesting schedule, additional open enrollment times, and listing of trustees by job titles. Council Member Billings moved to approve the recommended changes to the City of Auburn/Board of Public Works Pension Plan & Trust and authorize the Mayor to sign related documents. The foregoing motion was seconded by Council Member Erickson and upon roll call vote, the following Council Members voted "YEA": Jeanneret, Billings, Tom Clark, Erickson, and Janssen. The following voted "NAY": No one. Motion: Carried.

The Time Warner Cable Franchise Agreement was not presented for consideration.

Council Member Erickson moved that the City adopt the Nemaha Natural Resources District Multi-jurisdictional Hazard Mitigation Plan by the passage and adoption of Resolution No. 7-15. The foregoing motion was seconded by Council Member Billings and upon roll call vote, the following Council Members voted "YEA": Billings, Tom Clark, Erickson, Janssen, and Jeanneret. The following voted "NAY": No one. Motion: Carried. A true and correct copy of said resolution is as follows:

RESOLUTION NUMBER 7-15

WHEREAS, the Federal Disaster Mitigation Act of 2000 was signed in to law on October 30, 2000, placing new emphasis on state and local mitigation planning for natural hazards and requiring communities to adopt a hazard mitigation action plan to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, a Multi-jurisdictional Hazard Mitigation Plan Update was prepared by Nemaha Natural Resources District with assistance from JEO Consulting Group, Inc. of Lincoln, NE, which includes the City of Auburn.

WHEREAS, the purpose of the mitigation plan was to lessen the affects of disasters by increasing the disaster resistance of the District and participating jurisdictions located within the planning boundary by identifying the hazards that affect the District and prioritize mitigation strategies to reduce potential loss of life and property damage from those hazards, and

WHEREAS, FEMA regulations require documentation that the plan has been formally adopted by the governing body of the City of Auburn in the form of a resolution and further requesting approval of the plan at the Federal Level; and

NOW, THEREFORE, the governing body of the City of Auburn does herewith adopt the Nemaha Natural Resources District Multi-jurisdictional Hazard Mitigation Plan in its entirety and request approval of the plan at the Federal Level.

Council Member Erickson moved to approve the League Association of Risk Management 2015-2016 renewal by the passage and adoption of Resolution No. 8-15 with a three year commitment and 5% discount. The foregoing motion was seconded by Council Member Billings and upon roll call vote, the following Council Members voted "YEA": Tom Clark, Erickson, Janssen, Jeanneret, and Billings. The following voted "NAY": No one. Motion: Carried. A true, and correct copy of said resolution is as follows:

League Association of Risk Management 2015-2016 Renewal Resolution

RESOLUTION NO. 8-15

WHEREAS, The City of Auburn is a member of the League Association of Risk Management (LARM);

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of The City of Auburn, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2018. **(180 day and 3 year commitment; 5% discount)**
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2017. **(180 day and 2 year commitment; 4% discount)**
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2016. **(180 day notice only; 2% discount)**
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2018. **(90 day notice and 3 year commitment only; 2% discount)**
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2017. **(2 year commitment only; 1%)**
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2016. **(90 day Notice only)**

Council Member Billings introduced Resolution No. 9-15 and moved to approve the call for payment of the Refunding Bonds, dated September 1, 2009 in the principal amount of \$210,000 in accordance with their option provisions by the passage and adoption of Resolution No. 9-15. Council Member Erickson seconded the foregoing motion and on roll call on the passage and adoption of said resolution, the following voted "YEA": Tom Clark, Erickson, Janssen, Jeanneret, and Billings. The following voted "NAY": No one. Whereupon the Mayor declared said motion carried and said resolution passed and adopted. A true and correct copy of said resolution is as follows:

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

Section 1. That the following bonds, in accordance with their option provisions, are hereby called for payment on September 15, 2015, after which date interest on the bonds will cease:

Refunding Bonds, dated September 1, 2009, in the principal amount of \$210,000, numbered as they are shown on the books and records of the Paying Agent and Registrar, maturing in the principal amount and bearing CUSIP numbers as follows:

<u>Principal Amount</u>	<u>Maturity Date</u>	<u>CUSIP No.</u>
\$50,000	August 1, 2016	050483 DK9
50,000	August 1, 2017	050483 DL7
55,000	August 1, 2018	050483 DM5
55,000	August 1, 2019	050483 DN3

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

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

Council Member Erickson moved to approve the epoxy paint quote submitted by ACCO Unlimited Corporation in the amount of \$24,478.90; Seconded by Council Member Tom Clark and upon roll call vote, the following Council Members voted "YEA": Erickson, Jeanneret, Billings, and Tom Clark. The following voted "NAY": Janssen. Motion: Carried.

Council Member Billings moved to approve K-2 Construction Company's Pay Application No. Two in the amount of \$154,485.36 for work associated with the 2014 Auburn City Recreation Complex Longs Creek Trail project. The foregoing motion was seconded by Council Member Janssen and upon roll call vote, the following Council Members voted "YEA": Janssen, Jeanneret, Billings, Tom Clark, and Erickson. The following voted "NAY": No one. Motion: Carried.

Council Member Janssen moved to approve the extension of the trail project completion date until September 15 and require the contractor to fence off the new seeding area. The foregoing motion was seconded by Council Member Billings and upon roll call vote, the following Council Members voted "YEA": Jeanneret, Billings, Tom Clark, and Janssen. The following voted "NAY": Erickson. Motion: Carried.

Mayor Kudrna presented preliminary budget information.

Reports were provided by the street department, fire department, Library Director and City Treasurer.

The following committees provided reports: Street, KAB, Economic Development, and Parks/Pool Committee. 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 July, 2015.

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 Erickson seconded the foregoing motion and upon roll call vote, the following Council Members voted "YEA": Billings, Tom Clark, Erickson, Janssen, and Jeanneret. 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 August 10, 2015; 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

August 10, 2015

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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
August 10, 2015

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 August 10, 2015, 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, Tom Clark, Erickson, Janssen, and Jeanneret. Absent: Shawn Clark.

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 July 13, 2015 meeting's minutes as written.

The City Council approved the financial report.

The following claims were presented before the Council for ratification: AFLAC, Wh-109.16; American Recycling & Sanitation, Se-373.50; Auburn State Bank, Bonds-54,350.00; BCom Solutions Inc., Se-Equip-525.00; Black Hills Energy, Ut-1505.68; Board of Public Works, Ut-8472.21; Five Nines Technology Group, Se-10.00; K2 Construction, Se-Su-137,067.30; Linda Bantz, Se-350.00; Mark Harms, Ex-500.00; Nebraska Department of Revenue, Sales Tax-2652.54; Nebraska DOL/Boiler Inspection Program, Fe-18.00; Nemaha County, Se-25,500.00; Phillipe Brothers, Equip-42,000.00; Region V-SENDS, Se-755.00; The Standard, Ins-257.56; Time Warner Cable, Ut-533.87; Verizon, Se-46.02; Wex Bank, Su-1,382.06; Windstream, Ut-46.46. The following claims (not previously approved by motion or resolution) were presented; A-1 Locksmith LLC, Se-111.40; Acco, Su-Equip-2756.60; Amazon, Bk-271.27; Amcon, Su-1629.86; Auburn Newspapers, Se-769.86; Auburn Plumbing, Htg & AC Inc., Se-Equip-10,105.06; Baker & Taylor, Bk-867.47; BCom Solutions, Equip-Se-884.97; Bennett's Auto Body, Su-42.36; Board of Public Works, Su-451.97; Bowman Equipment & Repair, Se-2,251.00; Bulldog Auto Supply Inc., Su-525.51; Captain Handy, Se-103.45; Coca Cola, Su-150.84; Concrete Industries Inc., Su-147.00; Cowan Water Conditioning, Su-56.00; D & D Communications, Equip-792.50; Demco, Su-524.42; Dettmer Farm Service Inc., Su-352.50; Eakes Office Solutions, Su-502.97; Eggers Brothers Inc., Su-252.09; Elizabeth Montgomery, Reim-50.00; Emergency Apparatus Maintenance, Se-2347.66; Filter Care, Se-37.15; First National Bank Omaha, Equip-Ex-Su-1172.88; Five Nines Technology Group, Se-175.00; Glenn's Corner Market, Su-467.95; Hickory Road BBQ, Se-Su-1039.20; JEO Consulting Group Inc., Se-7420.00; League Assoc. of Risk Management, Ins-75.36; Lyman-Richey Corp., Su-2203.35; Lynch's Hardware & Gifts, Su-39.96; Menards, Su-606.04; Nebraska Environmental Product, Su-277.14; Nemaha County, Reim-1766.25; Nemaha County Sheriff, Se-18.50; OCLC Inc., Sub-52.31; Oriental Trading Co. Inc., Su-75.00; Card Services (Orscheln), Su-148.54; Petty Cash, Se-Su-Reim-Ex-115.46; Postmaster, Su-98.00; Roofers Inc., Re-6000.00; Sack Lumber Co., Su-1005.83; Shopko Stores Operating, Su-34.86; Southeast Nebraska Development District, Se-185.34; Stutheit Implement Co., Su-93.49; Thiele Geotech Inc., Se-2351.00; Xerox Corporation, Se-Su-367.06.

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 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 attendance at the League of Nebraska Municipalities Annual Conference to be held September 23-25 in Lincoln.

August 10, 2015

Page 2

The application of American Legion Post #23 for a Special Designated Liquor License for a beer garden/fund raiser to be held on October 10, 2015 in Legion Memorial Park was approved.

The application of Luis Lopez for a Special Designated Liquor License to be held on September 19, 2015 in Legion Park in association with the Rock 'n Roll BBQ Festival was approved.

Virginia Wintz spoke regarding the use of property located in Calvert Addition to the City of Auburn, in Section 28, T5N, R14E of the 6th PM, Nemaha County, Nebraska.

The request to use the parking lot between the Café Metro building and the Bulldog Auto Parts store for the Trail of Treasures event on October 2nd, 3rd, and 4th was approved as requested.

Merri Johnson presented design recommendations for welcome to Auburn signs.

Jessica Lechner spoke regarding Spook Fest activities and the City Council agreed to furnish the event insurance.

Stephanie Fisher reported that the Community Redevelopment Authority has pledged to provide financial assistance towards allowable improvement projects for Legion Park.

The City Council confirmed the appointments of Micah Bogdanoff, Kalvin Lonowski and Woody Klinger to the Auburn Volunteer Fire Department. The reappointment of Lisa Rathjen to the Auburn Housing Authority and Darrell Kruse to the Community Redevelopment Authority were also confirmed.

The City Council approved the recommended changes to the City of Auburn/Board of Public Works Pension Plan & Trust as recommended by the trustees and authorized the Mayor to sign related documents.

The Time Warner Cable Franchise Agreement was not presented for consideration.

The City Council adopted the Nemaha Natural Resources District Multi-jurisdictional Hazard Mitigation Plan by the passage and adoption of Resolution No. 7-15.

The City Council approved the League Association of Risk Management 2015-2016 renewal by the passage and adoption of Resolution No. 8-15 with a three year commitment and 5% discount.

The City Council approved the call for payment of the Refunding Bonds, dated September 1, 2009 in the principal amount of \$210,000 in accordance with their option provisions by the passage and adoption of Resolution No. 9-15.

With four Council Members (Erickson, Jeanneret, Billings, and Tom Clark) voting in favor and one Council Member (Janssen) voting in opposition, the epoxy paint quote submitted by ACCO Unlimited Corporation was approved in the amount of \$24,478.90.

K-2 Construction Company's Pay Application No. Two in the amount of \$154,485.36 for work associated with the 2014 Auburn City Recreation Complex Longs Creek Trail project was approved.

With four Council Members (Jeanneret, Billings, Tom Clark and Janssen) voting in favor and one Council Member (Erickson) voting in opposition, the trail project completion date was extended until September 15 and the contractor is required to fence off the new seeding area.

Mayor Kudrna presented preliminary budget information.

Reports were provided by the street department, fire department, Library Director and City Treasurer.

August 10, 2015

Page 3

The following committees provided reports: Street, KAB, Economic Development, and Parks/Pool Committee. 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 July, 2015.

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 8/2015, FISCAL 11/2014

AGENDA ITEM
NO 6

ACCOUNT TITLE	LAST REPORT ON HAND	RECEIVED	DISBURSED	BALANCE
GENERAL CHECKING	741,293.40	350,978.20	469,932.20	622,339.40
STREET CHECKING	88,267.97	33,897.10	22,995.06	99,170.01
STREET BOND/WARRANT CHECKING		4,292.76		4,292.76
TOTAL CHECKING:	829,561.37	389,168.06	492,927.26	725,802.17
TOTAL NSF A/R	.00	.00	.00	.00
TOTAL FIRE DEPT SINKING	74,228.72	.00	.00	74,228.72
TOTAL KENO OPER CHECKING:	.00	.00	.00	.00
TOTAL KENO RESERVE MMA:	25,656.61	408.98	.00	26,065.59
TOTAL KENO CHECKING	59,778.98	868.42	.00	60,647.40
TOTAL CDBG CHECKING	7,608.00	185.34	185.34	7,608.00
TOTAL CDBG ED MMA:	42,597.66	7.24	185.34	42,419.56
TOTAL CDBG DTR REUSE	33,458.31	960.92	.00	34,419.23
TOTAL CDBG HD SAVINGS:	28,772.97	779.85	99.98	29,452.84
TOTAL CRA CHECKING	806,760.62	2,873.93	.00	809,634.55
TOTAL CITY REC CHECKING	66,682.88	.00	.00	66,682.88
GENERAL CD #23810	75,000.00			75,000.00
GENERAL CD #24089	75,000.00			75,000.00
SPEC PROJECT CD #23925	75,622.83	56.25	75,679.08	
GENERAL CD		50,000.00		50,000.00
GENERAL CD #23924	50,000.00		50,000.00	
GENERAL CD		50,000.00		50,000.00
GENERAL CD #23926	50,000.00		50,000.00	
GENERAL CD #23927	50,000.00		50,000.00	
GENERAL CD #23928	50,000.00		50,000.00	
GENERAL CD		50,000.00		50,000.00
GENERAL CD		50,000.00		50,000.00
TOTAL C.D.'S:	425,622.83	200,056.25	275,679.08	350,000.00
TOTAL CASH ON HAND:	2,400,728.95	595,308.99	769,077.00	2,226,960.94

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

City of Auburn
 ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME

REFERENCE

AGENDA ITEM
 NO 7

 ACCOUNTS PAYABLE CLAIMS

GENERAL FUND

ADMIN

AFLAC	AFLAC INS WH	73.80
AMERICAN RECYCLING SANITATION	GARBAGE SERVICE/RECYCLING	335.00
AUBURN PUBLIC SCHOOLS	STATE LICENSES/FINES COLLECTED	3,480.00
AUBURN STATE BANK	PURCHASE 6 MONTH CD	200,000.00
BCom Solutions, LLC	BACKUP/BRANDING/MARKETING	525.00
BOARD OF PUBLIC WORKS	ELEC	2,219.19
FIVE NINES TECHNOLOGY GROUP	COMPUTER SERVICE EMAIL PROTECT	10.00
REGION V-SENDS	CUSTODIAL SERVICES	135.00
THE STANDARD	LIFE INSURANCE	76.56
TIME WARNER CABLE	PHONE ACCT 8347100220053329	311.08

ADMIN

207,165.63

POLICE DEPARTMENT

NEMAHA COUNTY

LAW/CODE ENFORCEMENT

25,500.00

POLICE DEPARTMENT

25,500.00

FIRE DEPARTMENT

BLACK HILLS ENERGY	GAS BILL ACCT 1240 4130 01	43.45
BOARD OF PUBLIC WORKS	ELEC	245.28
REGION V-SENDS	CLEANING SERVICE	50.00
THE STANDARD	LIFE INSURANCE	112.78
TIME WARNER CABLE	PHONE ACCT 8347100220053345	117.41
WEX BANK	FUEL EXPENSE	10.00

FIRE DEPARTMENT

578.92

PARK DEPARTMENT

BOARD OF PUBLIC WORKS	ELEC	1,412.57
GRIMM'S GARDENS	DEPOSIT FOR NRD TRAIL PROJECT	2,916.90
K2 CONSTRUCTION	PAY 2 RTP LONGS CREEK TRAIL	154,485.36
REGION V-SENDS	CLEANING SERVICE LEGION PARK	380.00
TIME WARNER CABLE	PHONE ACCT 4347100220023504	41.91
WEX BANK	FUEL EXPENSE	254.82

PARK DEPARTMENT

159,491.56

SR. CENTER DEPARTMENT

BLACK HILLS ENERGY	GAS BILL ACCT 8045 4632 19	48.59
BOARD OF PUBLIC WORKS	ELEC	797.94
REGION V-SENDS	CUSTODIAL SERVICES	190.00

City of Auburn
 ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL
	SR. CENTER DEPARTMENT	1,036.53
	LIBRARY DEPARTMENT	
BOARD OF PUBLIC WORKS	ELEC	1,099.75
LINDA BANTZ	CUSTODIAL SERVICE	350.00
THE STANDARD	LIFE INSURANCE	21.90
WINDSTREAM NEBRASKA INC	PHONE ACCT090078819	126.76
	LIBRARY DEPARTMENT	1,598.41
	POOL DEPARTMENT	
BLACK HILLS ENERGY	GAS BILL ACCT 2565 5416 77	529.56
BOARD OF PUBLIC WORKS	ELEC	1,568.13
TIME WARNER CABLE	PHONE ACCT 8347100220053337	42.59
	POOL DEPARTMENT	2,140.28
	GENERAL FUND	397,511.33
	STREET FUND	
	ADMIN	
AFLAC	AFLAC INS WH	35.36
BLACK HILLS ENERGY	GAS BILL ACCT 6074 7283 43	25.69
BOARD OF PUBLIC WORKS	ELEC	1,605.72
MARK HARMS	LAND USE	500.00
THE STANDARD	LIFE INSURANCE	46.32
TIME WARNER CABLE	PHONE ACCT 8347100220053352	41.91
VERIZON WIRELESS	CELL ACCT 383064839-00001	45.21
WEX BANK	FUEL EXPENSE	983.17
	ADMIN	3,283.38
	STREET FUND	3,283.38
**** PAID TOTAL *****		400,794.71
***** REPORT TOTAL *****		400,794.71

AGENDA ITEM
 NO 7

VENDOR NAME

REFERENCE

 ACCOUNTS PAYABLE CLAIMS

GENERAL FUND

ADMIN

ANGELO M. LIGOURI	LEGAL SERVICES HOURLY	8,524.38
AUBURN NEWSPAPERS	PUBLISHING	244.99
EAKES OFFICE SOLUTIONS	SUPPLIES OFFICE	485.72
FIVE NINES TECHNOLOGY GROUP	FIREWALL UPGRADE	1,100.00
GENERAL FIRE AND SAFETY EQUIPM	FIRE ALARM INSPECTION	217.75
GLENN'S CORNER MARKET	SUPPLIES HISTORIC DISTRICT	19.17
JOHN CLARK	PAINTING	566.88
LEAGUE OF NE MUNICIPALITIES	MEMBERSHIP	4,550.00
LYNCH'S HARDWARE & GIFTS	SUPPLIES	13.98
MEYER LABORATORY INC	CLEANING SUPPLIES	107.45
NEBRASKA STATEWIDE ARBORETUM	MEMBERSHIP	100.00
SUBWAY	HISTORIC DISTRICT	68.00
SUNMART #728	SUPPLIES	27.16
ARBOR DAY FOUNDATION	MEMBERSHIP	20.00
XEROX CORPORATION	BASE CHARGE	398.05

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ADMIN

FIRE DEPARTMENT

D & D COMMUNICATIONS	BATTERIES	679.00
NEBRASKA FIRE CHIEFS ASSOC.	FIRE CHIEF MEMBERSHIPS	60.00
NSVFA	MEMBERSHIP	720.00
RANDY BENNETT	CHIEF EXPENSES	350.00
SHAWN CLARK	CHIEF EXPENSES	350.00
VAUGHN SEVERS	CHIEF EXPENSES	350.00

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FIRE DEPARTMENT

PARK DEPARTMENT

AMERICAN LAWCARE INC.	GROUNDS MAINTENANCE FOURTH APP	1,200.00
AUBURN PLUMBING,HTG & AC INC.	BLDG MAINTENANCE PLUMBING	2.39
BEARD'S SALVAGE INC.	REBAR STAKES	32.85
BOARD OF PUBLIC WORKS	MAINTENANCE MATERIALS	77.35
CONCRETE INDUSTRIES INC.	SAND VOLLEYBALL	466.13
FIRST NATIONAL BANK OMAHA	EQUIPMENT SOCCER	4,678.96
JEO CONSULTING GROUP INC.	RTP TRAIL PROJECT ENGINEERING	7,150.00
JOHN CLARK	PAINTING	1,262.02
LYMAN-RICHEY CORP.	SAND VOLLEYBALL	549.46
MENARDS	SUPPLIES/MATERIALS	31.42
MID CON SYSTEMS INC.	SUPPLIES CLEANING	152.43
OK TIRE	TIRE REPAIR	7.50
CARD SERVICES	SUPPLIES/MATERIALS	112.06
SACK LUMBER COMPANY	SAND VOLLEYBALL	10.49
STUTHEIT IMPLEMENT CO.	PARTS	185.84
THE AUBURN SPORT SHOP	SUPPLIES NET	8.00

City of Auburn
 ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL
THIELE GEOTECH INC	RTP TRAIL PROJECT	481.50
	PARK DEPARTMENT	16,408.40
	SR. CENTER DEPARTMENT	
GENERAL FIRE AND SAFETY EQUIPM	FIRE ALARM/KITCHEN INSPECTION	90.00
JOHN CLARK	PAINTING	150.00
	SR. CENTER DEPARTMENT	240.00
	LIBRARY DEPARTMENT	
AMAZON	BOOKS/AVS	41.33
AUBURN MEM. LIBRARY PETTY CASH	POSTAGE ILL	143.26
AUBURN NEWSPAPERS	PUBLISHING	41.40
BAKER & TAYLOR	BOOKS/AVS	563.69
CENTER POINT LARGE PRINT	BOOKS/AVS	295.74
DELL MARKETING L.P.	COMPUTER EQUIPMENT	1,550.43
DEMCO	SUPPLIES	108.28
EAKES OFFICE SOLUTIONS	SUPPLIES	76.08
GALE	BOOKS/AVS	454.79
NEBRASKA LIBRARY COMMISSION	CREDIT	1,087.94
OCLC INC	ILL	54.15
OVERDRIVE, INC.	BOOKS/AVS	405.81
TCB CONTRACTING	DRYWALL REPAIRS/PAINTING	650.00
WILSON ELECTRIC INC.	UNDERGROUND LOCATING SERVICE	50.00
WT.COX SUBSCRIPTIONS	BOOKS/AVS/MAGAZINES	1,254.25
	LIBRARY DEPARTMENT	6,777.15
	POOL DEPARTMENT	
ACCO	CHEMICALS	380.43
GLENN'S CORNER MARKET	SUPPLIES CLEANING	14.78
GRAINGER	FLOOR COATING	182.38
JOHN CLARK	PAINTING	100.00
SACK LUMBER COMPANY	SUPPLIES/MATERIALS	25.66
	POOL DEPARTMENT	703.25
	GENERAL FUND	43,081.33
	STREET FUND	
	ADMIN	
BEARD'S SALVAGE INC.	SUPPLIES/MATERIALS	94.75
BULLDOG AUTO SUPPLY INC	PARTS	155.09
CONCRETE INDUSTRIES INC.	CONCRETE	1,195.10
DETTMER FARM SERVICE INC.	CHEMICALS	127.00
DIAMOND VOGEL	TRAFFIC PAINT	450.95
EGGERS BROTHERS INC	ANTIFREEZE	29.00

City of Auburn
ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL
LYNCH'S HARDWARE & GIFTS	SUPPLIES KEY FOR #7	2.49
MENARDS	SUPPLIES/MATERIALS SAFETY VEST	57.08
NEBRASKA SNOW EQUIPMENT	BLADE	5,995.00
CARD SERVICES	SUPPLIES/MATERIALS	21.96
THE AUBURN SPORT SHOP	SUPPLIES	30.00
	ADMIN	<u>8,158.42</u>
	STREET FUND	<u>8,158.42</u>
**** PAID TOTAL ****		51,239.75
***** REPORT TOTAL *****		<u>51,239.75</u>



AGENDA ITEM
NO 9

every day. everywhere. families matter.

127 South 37th Street, Suite B, Lincoln NE 68510

August 12, 2015

City Clerk
City of Auburn
1101 J Street
Auburn, NE 68305

To Whom It May Concern:

I would like to have the opportunity to address your City Council at their next meeting on September 14, 2015. I represent a non-profit organization called Creating Family Choices, Inc. and would like to talk to the council about a problem gambling awareness program.

Please place my name and organization on the agenda as a discussion item. If there is another process I need to complete to be placed on the agenda, please provide that information to me by return mail or email. My email address is choices934@windstream.net.

Thank you.

Respectfully,

Deb Hammand CDGC
Director, Choices Inc.
Direct Line—402-432-0482

FUNDING AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2015, by and between the City of Auburn, Nebraska, a Municipal Corporation, hereinafter referred to as City, and the Auburn Chamber of Commerce, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as Chamber,

WITNESSETH, the parties hereto wish to enter into a Funding Agreement for the purpose of promoting economic development in the City of Auburn, Nebraska, and its immediate business, industrial and manufacturing environs;

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The parties hereto agree to enter into a funding arrangement for the promotion of economic development as set forth above on the basis of the City's fiscal year ending September 30, 2016.
2. City agrees to fund the promotion of economic development by paying to Chamber the sum of \$2,000.
3. The City's funding as set forth above shall be subject to Chamber using said funds for the purpose of: ... encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, ..., exploiting and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services of the City," all in accordance with Section 13-315 of the Revised Statutes of Nebraska, a copy of which is attached hereto and marked Exhibit "A"
4. As a way of insuring the City's funds will be used in compliance with Section 13-315, the City's Treasurer and the Chamber's President shall reconcile and audit the receipt and expenditure activity of these funds on an annual basis and within sixty (60) days of the close of the City's fiscal year.
5. At the expiration date of this Funding Agreement on September 30, 2016, the parties hereto shall either enter into a new funding agreement for the ensuing fiscal year or this Funding Agreement shall terminate and the end of year reconciliation and audit shall be accomplished as provided in Paragraph 4 above.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Funding Agreement in duplicate.

City of Auburn, Nebraska, a
Municipal Corporation

Mayor

ATTEST:

City Clerk

Auburn Chamber of Commerce, Inc.

President

13-315. Appropriation or expenditure; purposes; method; limitation.

The city commissioners or council of any city, the board of trustees of any village, and the county board of any county in the state shall have the power to appropriate or expend annually from the general funds or from revenue received from any proprietary functions of their respective political subdivision an amount not to exceed four-tenths of one percent of the taxable valuation of the city, village, or county for the purpose of encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, including a publicity campaign conducted for the purpose of acquiring from any source a municipal electrical distribution system or exploiting and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services, of the city, village, or county. Such sum may be expended directly by the city, village, or county or may be paid to the chamber of commerce or other commercial organization or a similar county organization or multicounty organization or local development corporation to be expended for the purposes enumerated in this section under the direction of the board of directors of the organization. The total amount levied including the appropriation or expenditure made under this section shall not exceed the amount limited by law.

Source: Laws 1921, c. 187, § 1, p. 699; C.S.1922, § 4392; C.S.1929, § 18-1201; R.S.1943, § 18-1401; Laws 1969, c. 103, § 1, p. 478; Laws 1972, LB 1261, § 1; Laws 1979, LB 187, § 75; Laws 1980, LB 599, § 5; R.S.1943, (1983), § 18-1401; Laws 1991, LB 840, § 24; Laws 1992, LB 719A, § 30.

Annotations

Provisions under this section for expenditure of tax money and income from proprietary functions for purchase by a municipality or a county of property for industrial development violate the Constitution, but the provisions of expenditures for other purposes by a municipality or county itself or through private organizations are constitutional. *Chase v. County of Douglas*, 195 Neb. 838, 241 N.W.2d 334 (1976).

RESOLUTION NO. 10-15
Funding Agreement with Auburn Chamber of Commerce

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

PASSED AND APPROVED, this 14th day of September, 2015.

Mayor

ATTEST:

City Clerk

AGENDA ITEM NO. 13 – FY2015-2016 BUDGET

A copy of the budget information is available at the city hall office.

ORDINANCE NO. 8-15
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

AN ORDINANCE OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA, FIXING COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE CITY; REPEALING THE ORIGINAL ORDINANCE NO. 8-14 OF SAID CITY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION I. That the Compensation and other benefits of the officers and employees of the City of Auburn, Nemaha County, Nebraska, is hereby fixed by category as follows:

<u>Categories</u>	<u>No. in each Category</u>	<u>Salary</u>	<u>Annual Pension</u>	<u>Annual Insurance</u>
<u>SWIMMING POOL</u>				
Manager	1	\$ 15.00 Hr (Level 4)		
		\$ 14.00 Hr (Level 3)		
		\$ 13.00 Hr (Level 2)		
		\$ 12.00 Hr (Level 1)		
Asst. Manager	3	\$ 11.50 Hr (Level 4)		
		\$ 11.00 Hr (Level 3)		
		\$ 10.50 Hr (Level 2)		
		\$ 10.00 Hr (Level 1)		
Lifeguards	(varies)	\$ 9.75 Hr (Level 4)		
		\$ 9.50 Hr (Level 3)		
		\$ 9.25 Hr (Level 2)		
		\$ 9.00 Hr (Level 1)		
<u>LIBRARY</u>				
Library Director	1	\$ 2,507.15 Mo	\$ 1,805.15	\$ 6,863.88
Cir. Clerk/Asst. Childrens	1	\$ 9.50 Hr	\$ -	\$ -
Circulation Clerk	1	\$ 9.75 Hr	\$ -	\$ -
Reference Librarian	1	\$ 10.75 Hr	\$ 972.66	\$ -
Catalog Clerk	1	\$ 9.75 Hr	\$ -	\$ -
<u>STREET DEPARTMENT</u>				
Commissioner	1	\$ 3,613.65 Mo	\$ 2,601.83	\$ 4,838.76
Laborer	1	\$ 2,253.33 Mo	\$ -	\$ 8,537.76
Laborer (Part Time)	1	\$ 16.50 Hr	\$ 1,492.92	\$ -
Laborer (Part Time)	1	\$ 13.00 Hr (Level 3)	\$ -	\$ -
	(varies)	\$ 12.00 Hr (Level 2)	\$ -	\$ -
		\$ 11.00 Hr (Level 1)	\$ -	\$ -
Hvy. Equipment Operator	(varies)	\$ 11.00 Hr	\$ -	\$ -

PARKS

Laborer (Seasonal)	(varies)	\$	12.00 Hr	\$	-	\$	-
		\$	11.00 Hr	\$	-	\$	-
		\$	10.00 Hr	\$	-	\$	-
		\$	9.00 Hr	\$	-	\$	-

MISCELLANEOUS

Mayor	1	\$	300.00 Mo	\$	-	\$	37.80
Council Members	6	\$	200.00 Mo	\$	-	\$	37.80
City Clerk	1	\$	3,971.90 Mo	\$	2,859.77	\$	10,739.04
Deputy Clerk	1	\$	2,941.15 Mo	\$	2,117.63	\$	4,808.52
Part Time Helper	(varies)	\$	11.00 Hr (Level 3)				
		\$	10.00 Hr. (Level 2)				
		\$	9.00 Hr (Level 1)				
Administrative Assistant	1	\$	12.00 Hr	\$	-	\$	-
Treasurer	1	\$	200.00 Mo	\$	-		
Building Inspector	1	\$	1,000.00 Mo	\$	-	\$	-
Forester	1	\$	70.00 Qtr	\$	-	\$	-
Physician	1	\$	1.00 Yr	\$	-	\$	-
Fire Department	1	\$	500.00 Mo	\$	-	\$	-

BOARD OF PUBLIC WORKS

Board Members	1	\$	200.00 Mo	\$	-	\$	18.96
	1	\$	200.00 Mo	\$	-	\$	18.96
	1	\$	200.00 Mo	\$	-	\$	18.96
	1	\$	200.00 Mo	\$	-	\$	18.96
	1	\$	200.00 Mo	\$	-	\$	12.24
General Manager	1	\$	7,500.00 Mo	\$	5,400.00	\$	9,500.88
Water/Wasstewater Manager	1	\$	5,422.40 Mo	\$	3,904.13	\$	5,506.80
Production Manager	1	\$	5,127.88 Mo	\$	3,692.07	\$	9,232.56
Line Tech Supervisor	1	\$	28.50 Hr	\$	3,570.48	\$	9,198.24
Maintenance Mechanic	1	\$	27.35 Hr	\$	3,426.41	\$	11,277.12
Lead Line Technician	1	\$	27.16 Hr	\$	3,402.60	\$	11,270.04
Lead Line Technician	1	\$	27.16 Hr	\$	3,402.60	\$	11,270.04
Engineering Tech	1	\$	23.65 Hr	N/A		\$	625.56
1st Class Line Tech	1	\$	26.13 Hr	\$	3,273.57	\$	11,240.40

Power Plant Operator	1	\$	22.82 Hr	\$ 2,858.89	\$ 11,144.04
Power Plant Operator	1	\$	22.82 Hr	\$ 2,858.89	\$ 5,258.88
WW Plant OP Grade III, Water II	1	\$	23.65 Hr	\$ 2,962.87	\$ 9,098.04
Accounting & Finance Manager	1	\$	3,592.00 Mo	\$ 1,293.12	\$ 5,195.40
1st Class Line Tech	1	\$	21.20 Hr	\$ 2,655.94	\$ 8,986.08
Water Technician Grade III, WW I	1	\$	21.63 Hr	\$ 2,709.81	\$ 5,162.52
Water Technician Grade III, WW II	1	\$	21.62 Hr	\$ 2,708.55	\$ 699.48
Water Technician Grade III, WW II	1	\$	21.62	\$ 2,708.55	\$ 5,222.52
Asst. Office Manager	1	\$	20.60 Hr	\$ 2,580.77	\$ 11,078.40
Power Plant Operator	1	\$	19.85 Hr	\$ 2,486.81	\$ 11,053.80
Customer Service Specialist	1	\$	13.70 Hr	N/A	\$ 465.12
Utility Billing Clerk	1	\$	19.19 Hr	\$ 2,404.12	\$ 7,215.72
General Service Tech	1	\$	19.13 Hr	\$ 2,396.61	\$ 11,033.52
General Serv Tech/Lineman Apprentice	1	\$	19.19 Hr	N/A	\$ 4,395.72
Part Time Cust Service Specialist	1	\$	12.00 Hr	N/A	\$ 111.66

Regarding the Board of Public Works wages/salaries are for the calendar year 2015 (any employees on scale are calculated with the proposed step increases which are subject to supervisor approval).

SECTION II. That Ordinance Number 8-14 of the City of Auburn, Nemaha County, Nebraska, and all other Ordinances or parts thereof in conflict herewith, be and the same are hereby repealed.

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

Passed and approved this ____ day of _____, 2015.

J. Scott Kudrna, Mayor

ATTEST:

Sherry Heskett, City Clerk

ORDINANCE NO. 9-15

AN ORDINANCE OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA, TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2015 through September 30, 2016. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of Auburn. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Nemaha County, Nebraska, for use by the levying authority.

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

Passed and adopted this 14th day of September, 2015.

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

ATTEST:

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

RESOLUTION NO. 11-15
Setting the Property Tax Request

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Governing Body of the City of Auburn passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interests of the City of Auburn that the property tax request for the current year be a different amount than the property tax request for the prior year.

NOW, THEREFORE, the Governing Body of the City of Auburn, by a majority vote, resolves that:

1. The 2015-2016 property tax request be set at \$623,122.26.
2. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2015.

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

ATTEST:

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

RESOLUTION NO. 12 -15
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) 2209 and 2209 1/2 "M" Street, Auburn, NE, (top/bottom duplex), owners Dennis and Tammi Payne;
- (2) 1211 14th Street, Auburn NE, (two-story house) owners: Roy Heard and Jodi Heard;
- (3) 1902 "P" Street, Auburn, NE, (two-story house) owners: J. Brownmiller / Albert Ensor
- (4) 1317 "P" Street, Auburn, NE, (two-story house) owner: Jennifer Jepsen;
- (5) 2506 "O" Street, Auburn, NE, (two-story house) owner: Mid-American Property Mngmt, Inc.;
- (6) 1123 13th Street, Auburn, NE (one-story house) owner: Mark Banka/Mary Ballue; and,
- (7) 1414 "O" Street, Auburn, NE (one-story house) owner: Eric M.B. Yost and Shelley Yost

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 seven (7) properties 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 seven properties 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 properties with cost to be paid by the property owners.

PASSED and APPROVED, this 14th day of September, 2015.

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

ATTEST:

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

(Seal)

AGENDA ITEM

NO

17

FRANCHISE AGREEMENT

TO PROVIDE CABLE TELEVISION SERVICES

Between

City of Auburn, Nebraska

AND

Time Warner Cable Midwest LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is made and between City of Auburn, Nebraska (the "Grantor") and Time Warner Cable Midwest LLC d/b/a Time Warner Cable.

WHEREAS, the Grantee has applied under the provisions of Federal law to Grantor for a renewal of its franchise granting it the right to construct and operate a cable television system and provide cable service; and

WHEREAS, the Company is providing such service pursuant to a franchise dated (July 18, 2000) and has substantially complied with the material terms of the franchise and applicable law; and

WHEREAS, the franchise granted herein is non-exclusive

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein:

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. SHORT TITLE

This Franchise Agreement shall become known and may be cited as the Auburn/Time Warner Cable Franchise Agreement.

SECTION 2. DEFINITIONS.

For the purpose of this Agreement, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 2. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- 2.1 "Cable Act" means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. § § 521-611) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Pub. Law No. 104-104, 110 Stat. 56 (1996), and as may be further amended.
- 2.2 "Cable Service" shall have the meaning provided under Section 602(6) of the Cable Act (47 U.S.C. §522(6) as may be amended.

- 2.3 “Cable System” or “System” shall have the meaning provided under Section 602(7) of the Cable Act (47 U.S.C. §522(7) as may be amended.
- 2.4 “Channel” means a portion of the electromagnetic frequency spectrum or any other means of transmission (including, without limitation, optical fibers or any other means now available or that may become available) which is used in a cable television system and is capable of delivering a television channel as television channel is defined by FCC regulation.
- 2.5 “Effective Date” as of July 11, 2015.
- 2.6 “FCC” means the Federal Communications Commission, its designee, or any successor thereto.
- 2.7 “Franchise Area” means the territorial area of the City of Auburn. Such area shall include all areas annexed by the City of Auburn. For purposes of this Agreement, annexations shall be effective upon sixty (60) days notice from the Grantor to Grantee, including a list of affected addresses.
- 2.8 “Grantee” means Time Warner Cable Midwest LLC or any successor thereto.
- 2.9 “Gross Revenues” means all revenue as determined in accordance with generally accepted accounting principles (“GAAP”) received by Grantee from Subscribers and derived from the operation of the cable system to provide cable service. Gross Revenues shall not include monies received by Grantee attributable to its payment of franchise fees which it has passed through or any taxes on services or equipment furnished by Grantee which are imposed by the state, county, local or other governmental unit and collected by Grantee on behalf of said governmental unit or bad debt.
- 2.10 “Person” means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit.
- 2.11 “Public Property” means any real property owned by any governmental unit.
- 2.12 “Streets” means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.
- 2.13 “Subscriber” means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

3.1 Grant of Franchise.

Upon the Effective Date and subject to the terms and conditions of this Agreement and of applicable law, Grantee is granted a non-exclusive franchise for the occupation and use of the Grantor's Streets for the installation, operation, maintenance, repair, upgrade, and removal of the Cable System (the "Franchise"). This Agreement specifically gives Grantee the right to provide Cable Service via the Cable System within the Franchise Area.

3.2 Authority for Use of Streets.

- A. For the purpose of operating, maintaining, and constructing a Cable System in the Franchise Area, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the Franchise Area such lines, cables, conductors, poles, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System.
- B. Grantee shall operate and maintain the Cable System so as not to interfere with other uses of Streets. Grantee shall participate and cooperate in any "one-call" or similar system for the exchange of information on the utility location or work to be conducted.

3.3 Franchise Term.

This Franchise shall commence as of July 11, 2015 and shall expire ten (10) years thereafter on July 11, 2025 unless renewed, revoked or terminated sooner as herein provided.

3.4 Extension of System.

- A. Residents in those areas with a density of at least thirty-five (35) homes per cable mile, shall be provided service upon payment of the standard installation charge and applicable monthly fees; except that installations requiring aerial drops in excess of one hundred twenty five (125) feet or underground installations shall be considered a non-standard installation to be charged to the subscriber at Grantee's actual cost of installation.
- B. Service to homes not meeting those density requirements of paragraph (A) above shall be provided on a time plus material basis.
- C. Grantee shall, upon request, make service available to all commercial establishments located within three hundred feet (300) of its useable trunk at the expense of such commercial establishment.
- D. Grantee is not required to extend its system or construct plant within private rights-of-way for which Grantee is unable to secure easements or other rights of access on reasonable terms and conditions.

3.5 Police Powers.

Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not inconsistent with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.

3.6 Written Notice.

All notices, reports or demands shall be given in writing and shall be hand-delivered or deposited in the United States mail in a sealed envelope, with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor: City of Auburn, NE
 1101 J Street
 Auburn, NE 68305
 Attn: City Clerk

with a copy to: Angelo M. Ligouri
 Ligouri Law Office
 P.O. Box 99
 Auburn, NE 68305
 Attn:

If to Grantee: Time Warner Cable
 5400 S. 16th Street
 Lincoln, NE 68512

With a copy to: Time Warner Cable
 Attn: Law Department/Regulatory
 60 Columbus Circle
 New York, NY 10023

Such addresses may be changed by either party upon notice to the other party given as provided in this Section. In addition, either party may agree to receive certain notices, reports or demands by email at an email address which it provides to other party.

3.7 Franchise Non-Exclusive.

A. The Franchise granted herein is non-exclusive. The Grantor specifically reserves the right to grant, at any time, additional franchises for a cable television system in accordance with state and federal law. The Grantor agrees that any grant of additional franchises by

the Grantor to any other entity to provide cable or video service shall not be on terms and conditions that when taken as a whole are more favorable or less burdensome to the franchisee of any such additional franchise than those which are set forth herein.

- B. If the Grantor grants a cable television franchise or other right to provide cable service to another person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantor agrees to amend this Franchise (effective upon the grant to said other person) to overall provide such greater benefits or lesser burdens.
- C.(i) Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Grantee shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Grantee.
- (ii) In the event Grantor grants to any other Person (being referred to as "Other Person" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a cable television system or any similar system or technology, the Grantor shall include the following language or language to similar effect into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:

"Other Person agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Other Person shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Other Person."

- D. Notwithstanding any other provision in this Franchise: In the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to construct, operate or maintain a cable system in the Franchise Area to obtain a franchise from the Grantor for the construction, operation or maintenance of a cable system, then, Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise. Furthermore, in the event any change to state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Franchise Area in a way that reduces the regulatory or

economic burdens for such person, then, at Grantee's request, Grantor shall agree with Grantee to amend this Franchise to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, at Grantee's election, Grantee shall be subject to no more burdensome regulation or provided lesser benefits under this Franchise than any other persons that might construct, operate or maintain a cable system in the Franchise Area.

SECTION 4. TECHNICAL STANDARDS.

4.1 Technical Standards.

The Cable System shall be designed, constructed, and operated so as to meet the technical standards promulgated by the FCC relating to Cable Communications Systems contained in part 76 of the FCC's rules and regulations, as may be amended from time to time.

SECTION 5. EAS.

5.1 Emergency Alert System.

Grantee shall comply with the Emergency Alert System regulations of the FCC. The emergency alert system shall meet all Federal and State requirements.

SECTION 6. CONSTRUCTION PROVISIONS.

6.1 Construction Standards.

- A. Grantee shall construct and maintain its cable system using materials of good and durable quality. All work involved in the construction, installation, maintenance, and repair of the cable system shall be performed in a safe, thorough, and reliable manner.
- B. All construction practices shall be in accordance with all applicable Federal and state law and generally applicable local codes.
- C. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the applicable National Electrical Safety Code and National Electrical Code.
- D. All of Grantee's plant and equipment (a) shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices; and (b) shall not endanger or interfere with ordinary use of the rights-of-way or unnecessarily hinder or obstruct pedestrian or vehicular traffic.
- E. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.

6.2 Construction Codes.

- A. Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction in the Franchise Area.
- B. The Grantor shall have the right to inspect all construction or installation work in the public rights-of-way performed pursuant to the provisions of this Agreement.

6.3 Repair of Streets and Property.

- A. Any and all Streets, municipal property, or private property, which are destroyed or damaged by Grantee during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the Cable System shall be promptly replaced or repaired by Grantee, at its expense, and restored to a serviceable condition as good as that prevailing prior to Grantee's disturbance of, or damage to, the property. If Grantee fails to repair, replace, or otherwise correct a Street or property following reasonable written notice by the Grantor, the Grantor may complete any repair, replacement, restoration or other correction and invoice Grantee for the same.

6.4 Use of Existing Poles.

- A. Poles may be erected by Grantee subject to any generally applicable regulation by Grantor with regard to location, height, type, and any other pertinent aspect. It is the responsibility of Grantee to secure agreements for use of poles or conduits owned by third parties.
- B. Where poles already existing for use in serving the Franchise Area are available for use by Grantee, but it does not make arrangements for such use, the Grantor may require Grantee to use such poles if it determines that the public convenience would be enhanced thereby, and if the Grantee can obtain such use on reasonable terms and conditions and at less cost to Grantee than erecting its own poles. No term or condition shall be reasonable if not consistent with pole attachments rates and conditions established by the FCC and/or the State of Nebraska.

6.5 Undergrounding of Cable.

Cable shall be installed underground where the existing telephone and electrical utilities are already underground. In the event the Grantor requires Grantee to place its facilities underground and reimburses any cable/telecommunications provider for undergrounding, Grantee shall be similarly reimbursed.

6.6 Reservation of Street Rights.

- A. Nothing in this Agreement shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing,

relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

- B. All such work shall be done, insofar as practicable in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.
- C. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any Street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, Street or any other public improvement, at least thirty (30) days written notice, except for in emergency circumstances where time is of the essence, shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the Grantor so that the same shall not interfere with the said public work of the Grantor, as reasonably determined by the Grantor and such removal or replacement shall be at the expense of Grantee, provided, however, if any other right-of-way user is compensated for such work by the Grantor, then Grantee shall be similarly compensated.
- D. Nothing contained in this Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, re-grading, or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system or with any other work.

6.7 Trimming of Trees.

Grantee shall have the authority to trim trees, in accordance with all generally applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from interfering with the Cable System.

6.8 Movement of Facilities.

In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Agreement, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the Franchise Area, upon two (2) weeks written notice by the Grantor to Grantee, Grantee shall move, such of its facilities as may be required to facilitate such movements. The Person requesting the temporary removal shall pay Grantee in advance the costs Grantee incurs in moving its facilities. Any service disruption provisions of this Agreement shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities pursuant to this Section results in temporary service disruptions.

SECTION 7. REPORTING PROVISIONS.

7.1 Audit and Inspection.

The Grantor, its agents and its representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the books, records, maps, plans, financial statements and other like materials of Grantee where such inspection is necessary to ascertain Grantee's compliance with the material terms of this Franchise. Grantee will be given thirty (30) business days advance written notice of such an inspection request and a description, to the best of the Grantor's ability, of the materials it wants to inspect.

7.2 Communications with Regulatory Agencies.

Copies of all publicly available petitions, applications, communications and reports submitted by Grantee, to any federal or state regulatory commission or agency relating to the Cable System operated pursuant to this Franchise shall also be made available to the Grantor upon request. Copies of publicly available responses from the regulatory agencies to Grantee shall likewise be made available to the Grantor upon request.

7.3 Confidentiality.

Grantor shall maintain as confidential any information provided to it by Grantee under the terms of this Franchise which Grantee has designated as confidential. In the event that Grantor believes at any time that it is required by law to disclose such information to a third party, Grantor will so notify Grantee at a time prior to any such disclosure that affords Grantee a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.

SECTION 8. CONSUMER PROTECTION PROVISIONS.

8.1 Rate Regulation.

Grantee's rate and charges for cable service shall be subject to regulation in accordance with Federal law.

8.2 Customer Service.

Grantee shall comply with the cable customer service and consumer protection standards of the FCC.

SECTION 9. FRANCHISE FEES.

- A. Grantee shall pay to the Grantor a franchise fee in an amount equal to five percent (5%) of Grantee's Gross Revenues.

- B. Payments due the Grantor under this provision shall be computed at the end of each calendar year. Payments shall be due and payable for each year not later than February 15 of the following year. Each payment shall be accompanied by a brief report of Grantee's Gross Revenues for the preceding year.
- C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.
- D. No auditor engaged by the Grantor shall be compensated on a success based formula, e.g., payment based on a percentage of an underpayment, if any.
- E. Grantee shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.
- F. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.

SECTION 10. INDEMNITY AND INSURANCE PROVISIONS.

10.1 Indemnity.

- A. Grantee shall indemnify, defend, and hold harmless the Grantor for all damages and penalties incurred by Grantor as a result of Grantee's conduct or performance under this Agreement or exercise of the Franchise. These damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, fire, and all other damages arising out of Grantee's exercise of the Franchise, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement; such indemnification shall include, but not be limited to, reasonable attorney's fees and costs. Grantee's obligations hereunder shall not extend to any claim or loss to the extent arising from the Grantor's negligence; misconduct; [the content of programming carried on any channel set aside for public educational or governmental use, or] channels leased pursuant to 47 U.S.C. §532; and, the Grantor's use of Grantee's emergency alert system ("EAS") capability.
- B. In order for the Grantor to assert its rights to be indemnified and held harmless, the Grantor must:
 - (1) promptly notify Grantee of any claim or legal proceeding which gives rise to such right;

- (2) afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
- (3) fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

10.2 Liability Insurance.

- A. Grantee shall maintain, throughout the term of the Franchise, liability insurance with a company licensed to do business in the State of Nebraska with a rating by Best of not less than "A-," insuring Grantee and the Grantor (wherein the Grantor is named as additional insured) with respect to Grantee's activities in the Franchise Area in the minimum amounts of:
 1. One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) person;
 2. Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence;
 3. One Million Dollars (\$1,000,000.00) for all other types of liability.
 4. Five Million Dollars (\$5,000,000.00) excess liability or umbrella coverage.
- B. Grantee shall maintain in force during the term of this Agreement and any renewal thereof Workers' Compensation Insurance, covering its obligations under the Workers' Compensation statute.
- C. Upon request, Grantee shall furnish to the Grantor a certificate evidencing that a satisfactory insurance policy has been obtained. Such insurance policy shall require that the Grantor be notified thirty (30) days prior to any expiration or cancellation.

SECTION 11. REVOCATION AND REMOVAL

11.1. City's Right to Revoke.

- A. In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Agreement and the Franchise and all rights and privileges pertaining thereto, after following the procedures outlined herein, in the event that Grantee substantially violates any material provision of this Agreement and fails to remedy such violation as required.
- B. Whenever the Grantor finds that Grantee has allegedly violated one or more material terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as

to afford the Grantee an opportunity to investigate and/or remedy the alleged violation. Grantee shall have sixty (60) days subsequent to receipt of the notice in which to correct the violation. Grantee may, within thirty (30) days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and stay the running of the above-described time.

- C. Grantor shall hear Grantee's dispute at a regularly scheduled or specially scheduled Council meeting of which Grantee has been given at least two weeks notice. Grantee shall have the right to subpoena and examine witnesses and cross-examine any other witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination and provide such findings to Grantee. If a violation is found, Grantee may petition for reconsideration.
- D. If after hearing the dispute, the claim of non-compliance is upheld by the Grantor, then Grantee shall have sixty (60) days from the date of receipt of Grantor's written decision within which to remedy the violation.
- E. The time for Grantee to correct any alleged violation shall be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character as to require more than sixty (60) days within which to perform, provided Grantee commences corrective action and thereafter exercises due diligence to correct the violation.
- F. In the event that Grantee fails to remedy the violation within the time frame set herein, Grantor may revoke the franchisee by vote of its governing body after a public hearing of which Grantee has been given at least two weeks notice and at which Grantee shall have the right to be heard; to subpoena and examine witnesses; and cross-examine any other witnesses. Grantor shall state in writing the basis for any decision to revoke the Franchise. Any revocation hereunder is subject to appeal by Grantee in a court of competent jurisdiction.

11.2. Removal After Revocation or Termination.

- A. At the termination of the Franchise Term if renewal has been finally denied in accordance with Federal law, or upon revocation of the Franchise, as provided for herein, the Grantor shall have the right to require Grantee to remove, at Grantee's expense, all or any portion of the Cable System from Streets and Public Property within the Franchise Area. In so removing the Cable System, Grantee shall refill and compact at its own expense any excavation that shall be made and shall leave all Streets, Public Property and private property in as good a condition as that prevailing prior to Grantee's removal of the Cable System, and without affecting, altering or disturbing in anyway electric, telephone or utility, cables wires or attachments. The Grantor, or its delegate, shall have the right to inspect and approve the condition of such Streets and Public Property after removal. The insurance and indemnity provisions of this Agreement shall remain in full force and effect during the entire term of removal.

SECTION 12. TRANSFER

12.1 Sale or Transfer of Franchise.

- A. Grantee shall provide at least sixty days notice to Grantor in the event the Franchise is to be sold, assigned or otherwise transferred to another Franchisee and Grantor shall have the right to consent to such sale, transfer or assignment and such consent shall not be unreasonably withheld.
- B. Within thirty (30) days of the consummation of any Franchise Transfer subject to the provisions of this Section, Grantee shall notify the Grantor of the closing of such Franchise Transfer.

SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED.

13.1 Discriminatory Practices Prohibited.

- A. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of age, race, creed color, national origin or sex. Grantee shall comply at all times with all applicable federal and state laws relating to non-discrimination.
- B. Grantee will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment on the basis of age, race, creed, color, national origin or sex.

SECTION 14. MISCELLANEOUS PROVISIONS.

14.1 Compliance with Laws.

Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Agreement, the provisions of this Agreement shall govern.

14.2 Severability.

If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective but the remainder of this Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.

14.3 Controlling Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

14.4 No Third Party Beneficiaries.

This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person other than the parties to this Agreement.

14.5 Captions.

The paragraph captions and headings in this Agreement are for convenience and reference purpose only and shall not affect in any way the meaning of interpretation of this Agreement.

14.6 Calculation of Time.

Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period, or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

14.7 Amendments.

This Agreement may be amended only by the mutual consent of the Grantor and Grantee. Any amendment must be in writing and executed by the Grantor and Grantee.

14.8 Force Majeure.

In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Grantor or Grantee be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of Acts of God; acts of public enemies; order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots; strikes; failure of suppliers; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; partial or entire failure of utilities or any other cause or event not reasonably within the control of the party. Neither Grantor nor Grantee shall be deemed to be in violation or default during the continuance of such inability and such party shall be excused from its obligations herein during the course of

any such events or conditions and the time specified for performance of the obligations hereunder shall automatically extended for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of _____:

CITY OF AUBURN, NEBRASKA

TIME WARNER CABLE
MIDWEST LLC

By: _____

By: _____

Title: _____

Title: _____

Approved as to form:

**RIGHT-OF-WAY PERMIT AND FRANCHISE AGREEMENT
BETWEEN THE CITY OF AUBURN, NE AND Auburn 1 FIBER, LLC.**

Auburn, Nebraska ("City") grants Auburn 1 Fiber, LLC ("Auburn 1 Fiber") the right to access and use of the following described right-of-way as follows:

1. **Background.** The City understands pursuant to representation by Auburn 1 Fiber, that Auburn 1 Fiber does not have to obtain and/or maintain certification from the Nebraska Public Service Commission as an intrastate interexchange carrier to provide local broadband services to the community of Auburn, Nebraska, including residents and businesses. The City finds that this shall serve the public interest to permit Auburn 1 Fiber access and use of the public right of way within City limits to provide such services.
2. **Grant of Authorization.** The City grants Auburn 1 Fiber the exclusive rights and privileges subject to existing contracts with the City, to construct, erect, operate and maintain its underground wires, cables and other equipment for Auburn 1 Fiber's broadband system, in, upon, along, across and under the streets and alleys as within the boundaries of the City. This authority permits Auburn 1 Fiber to provide, build, maintain and operate its broadband communications system within the City and to provide and distribute fiber optic broadband services to the City, its residence and businesses. It is the purpose and intention of this agreement to allow Auburn 1 Fiber to place underground wire and cables along the City right-of-way, within City corporate limits. Auburn 1 Fiber shall not have the authority to place poles on said routes. Auburn 1 Fiber may attach to poles upon said routes if and when Auburn 1 Fiber enters into separate pole attachment agreements with the owner(s) of the poles. Not all poles within the City right-of-way are owned by the Auburn Board of Public Works and/or the City of Auburn.

3. **Auburn 1 Fiber's Obligations.**

(a) Auburn 1 Fiber shall construct, operate and maintain its fiber optics broadband system strictly in accordance with all federal, state and local laws, and all applicable regulations. Auburn 1 Fiber shall provide to the City of Auburn and the Board of Public Works a line location map, which accurately identifies the location of Auburn 1 Fiber's fiber optic lines within the City. This map shall be renewed and kept current based on line installation by Auburn 1 Fiber, LLC.

(b) Auburn 1 Fiber restrictions on boring: boring by Auburn 1 Fiber, LLC or a representative thereof on its behalf, shall not exceed a maximum depth of 48 inches or a minimum depth of 36 inches, taking into account generally accepted construction practices and tolerances.

4. **Insurance.** Auburn 1 Fiber shall maintain, throughout the terms of this agreement, liability insurance insuring Auburn 1 Fiber and the City (the City to be a named insured) in the following minimum amounts:

- a. One Million and no/100 Dollars (\$1,000,000.00) for bodily injury or death to any one person; Three Million and no/100 Dollars (\$3,000,000.00) for bodily injury or death resulting from one accident; One Million and no/100 Dollars (\$1,000,000.00) for products completed/operations;
- b. Five Hundred Thousand and no/100 Dollars (\$500,000.00) for property damages resulting from one accident;
- c. Three Million and no/100 Dollars (\$3,000,000.00) for umbrella;
- d. Workmen's Compensation Insurance as required by all applicable federal, state, maritime or other laws, including company's Liability, with a limit at least One Hundred Thousand Dollars (\$100,000.00); and,
- e. Five Hundred Thousand and no/100 Dollars (\$500,000.00) automobile liability.

f. Such insurance policies provided herein shall name the City as additional insured. As evidence thereof, Auburn 1 Fiber shall file with the City copies of all such policies, or in the alternative, certificates thereof issued by the carrier. All such policies shall provide the issuing insurance company will not cancel said policies without at least thirty (30) days prior notice to Auburn 1 Fiber and the City.

5. **The Right-of-Way.** All system facilities shall be installed, repaired and replaced by Auburn 1 Fiber, or someone in its behalf, and Auburn 1 Fiber shall be solely responsible for and shall pay the expenses thereof, including the cost of promptly restoring the surface of any street, sidewalk, alley, or other public or private property, including any future settling. Auburn 1 Fiber shall comply with the City curb cut procedure. All such facilities erected, constructed or replaced by Auburn 1 Fiber within the city, including extensions of the street, alleys and other public ways and places, shall be erected so as to cause no interference with the rights of reasonable convenience of other property owners whose property adjoins any of the said streets, alleys, or public ways and places, and so as not to interfere with existing public utility installations or extensions thereof, or repair to either. Auburn 1 Fiber accepts all legal and economic responsibility for actions taken to protect Its system. Auburn 1 Fiber shall accommodate any future changes in streets, sidewalks, alleys or other public ways in a reasonable timely manner at no costs to the City or its agents. Auburn 1 Fiber shall bear Its own cost and expense to relocate Its equipment or line(s) or structures should the current location interfere or obstruct new installation by the City or Board of Public Works utility services.

Private Easements: Auburn 1 Fiber, LLC shall assume responsibility for obtaining and maintaining any private easements necessary for Its service. This shall include any use of easements owned privately by companies conducting business within the City.

6. Auburn 1 Fiber shall at all times comply with the following:
 - a. National Electrical Safety Code as existing and as subsequently amended.
 - b. National Electrical Code as existing as subsequently adopted by the City.
 - c. Federal Occupational Safety and Health Administration regulations.
 - d. Applicable Federal Communications Commission or other federal, state and local regulations and codes, as existing and as subsequently amended.
 - e. Work Zone Safety Guidelines for Municipalities, Utilities and Contractors (latest revision) unless law enforcement through the Sheriff or the City Council provides specific exemptions during a specific project.

7. **Franchise Fee.** In consideration of the terms of this right-of-way permit, Auburn 1 Fiber agrees to pay the City a sum of money equal to five percent (5%) of Auburn 1 Fiber's gross revenue derived from the services provide in or through the City through the term of this agreement. Such annual sums shall be payable within 60 days of the end of the calendar year. Auburn 1 Fiber shall provide an annual summary of "gross revenues" which would be certified as to correctness by Auburn 1 Fiber's independent certified public accountant. Such annual summary will cover a period of January 1 through December 31 and will serve as a supporting document for payments made under the terms hereof. The City shall have the right to conduct an independent audit of Auburn 1 Fiber's books to verify the correctness of said payments at the cost of the City. In consideration of the installation cost to Auburn 1 Fiber to establish its broadband fiber optic service for the Community of Auburn, NE., the City agrees to forego payment and/or collection of the franchise fees stated herein for a period of fifteen (15) years or the term of this agreement.

8. **Term.** The Right-of-Way Permit will commence as of the date of approval by the City and will remain in effect for a period of fifteen (15) years.

9. **Termination.** In addition to all other rights and powers of City under this Right-of-Way Permit, the City reserves the right to terminate and cancel this Right-of-Way Permit and Franchise Agreement, and all rights and privileges of Auburn 1 Fiber arising hereunder, in the event that Auburn 1 Fiber:
 - a. Violates any material provision of the Right-of-Way Permit, except for such violation that is beyond the control of Auburn 1 Fiber.
 - b. Becomes insolvent or is unable or unwilling to pay its debts, or is adjudged bankrupt, or placed in receivership, or is no longer authorized to do business in the State of Nebraska.
 - c. Attempts to evade any of the material provisions of this agreement or practices or attempts to practice any fraud or deceit upon the City.
 - d. Attempts to dispose of any of the facilities or property of its system without written consent of the City.
 - e. Any termination proceedings initiated by the City shall occur only after thirty (30) days written notice to Auburn 1 Fiber. Auburn 1 Fiber shall have an opportunity to respond to such a claim at a public hearing held on the matter. Auburn 1 Fiber shall be a necessary party to all public hearings regarding operations or termination of this Right-of-Way Permit and Franchise Fee Agreement. Upon termination, cancellation or expiration of this Right-of-Way Permit and Franchise Fee Agreement, as provided for herein, the City shall have the right to require Auburn 1 Fiber to remove, at its own expense, cost and time all portions of the Auburn 1 Fiber's system from all public ways and City right-of-way within ninety (90) days of said termination, cancellation or expiration of this Agreement. The public ways shall be fully restored

Acceptance by Auburn 1 Fiber, LLC

Auburn 1 Fiber, LLC hereby accepts for itself, its lessees, successor and assigns, all of the terms, conditions and provisions of this Right-of-Way Permit and Franchise Agreement approved by the Governing Body of the City of Auburn, Nebraska, on the ____ day of _____, granting a franchise to Auburn 1 Fiber, LLC, within corporate city limits.

IN WITNESS WHEREOF, Auburn 1 Fiber, LLC, has caused this Acceptance to be executed by It's authorized agent, Mr. John B. Harker, on this ____ day of _____, 2015.

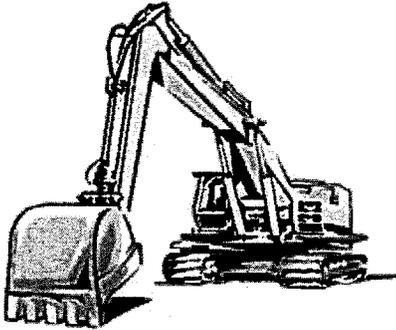
Auburn 1 Fiber, LLC.

By: _____

Received this ____ day of _____, 2015, by the City of Auburn, Nebraska.

By: the Clerk of City of Auburn,
Nebraska.

INVOICE



Midlands Contracting Inc.
P.O. Box 1065
Kearney, NE 68848
(308) 237-7979
Fax: (308) 234-5390

TO: City of Auburn
ATTN: Even Wickersham/JEO

Date:	7-Sep-15
Project:	Auburn - 2014 9th St. Storm Sewer Improvements
Proj. Manager:	Troy Cumpston
Customer PO #:	Auburn - 2014 9th St. Storm Sewer Improvements

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	LS	Mobilization, Bonding and Insurance	\$4,500.00	\$4,500.00
433	LF	Install 15" CIPP Storm Sewer	\$45.00	\$19,485.00
379	EA	Install 18" CIPP Storm Sewer	\$55.00	\$20,845.00
5	EA	Reinstate Lateral Connection	\$175.00	\$875.00
1	LS	Cut Concrete Deposit from Pipe	\$800.00	\$800.00
		PLEASE PAY FROM THIS INVOICE AS NO STATEMENT		
		WILL BE SENT.		
		Sales Tax	0.0%	\$0.00
				\$ 46,505.00

Thanks
Troy !!

SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT
2631 "O" STREET
LINCOLN, NE 68510-1398

City of Auburn
P.O. Box 352
Auburn, NE 68305-0532

July 1, 2015	FY 2016 Membership Dues Statement July 1, 2015 to June 30, 2016	\$2,125.00
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NOTE: Membership dues are
delinquent after October 31, 2015

SEND D

Southeast Nebraska Development District

www.sendd.org

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

AGENDA ITEM
NO 20-21
HUMBOLDT OFFICE
PO Box 308, Humboldt, NE 68376
Office: 402-862-2201

sendd@windstream.net

To: Chief Elected Officials of Cities and Villages in SENDD Member Counties
From: David R. Taladay, Executive Director
Re: Request for Consideration of FY 2015-2016 Membership Dues
Date: August 10, 2015



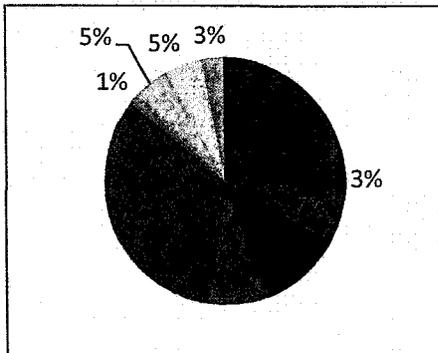
GENERAL MEMBERSHIP DUES

Please consider this our request for continued participation and membership dues in the **Southeast Nebraska Development District (SEND D)**. We are working up our Annual Performance Report through FY 2014-2015 and will be sending that out in a separate mailer to you shortly.

Note that this has been another extremely busy and successful year for members in terms of active projects, projects funded, and service provided by SEND D. There are still projects underway in every one of the fifteen counties in our service area.

Membership has stayed fairly level since the expansion into 15-counties in 2009:

- Of the 154-political subdivisions (15-counties and 139-communities), 100% of the counties and 74.8% of the municipalities elected to retain or start membership in FY 2015.
- In terms of dues received for 2014-2015, 91.3% of dues that were billed have been received. Note that dues only represent about 23% of the SEND D annual budget, but they are extremely important as they provide the ability to respond to local requests for assistance and are used as match against Federal and State programs which support and expand SEND D's services.



23% Membership Dues
3% Housing Dues
7% EDA Support
11% Loan Fund Management – Technical Assistance
9% Grant Contracts – Public Works
33% Grant Contracts – Housing
1% Grant Contracts – Planning
5% Grant Contracts – ED/Other
5% Carryover Funds
3% Nuisance Enforcement Contracts

SEND D Revenues for 2014-2015

While reviewing the recent history of SEND D, there are a few statistical features that should be noted:

- Over the last five years tabulated of the expanded 15-county region, SEND D has generated a return on investment of approximately \$27 for every \$1 in all local membership dues.
- Over the last five years tabulated of the expanded 15-county region, SEND D has obtained funding for 110 projects totaling over \$28 million
- In the past decade, SEND D has assisted our members leverage more than \$211 million in private investment for economic development initiatives that support job creation and retention efforts.
- Over the past decade, SEND D has been directly involved in local projects that have retained over 635 jobs and created over 1,000 new jobs.

It appears that FY 2015-2016 may again be challenging with the changing structure of Federal programs, but that will require more services from SENDD staff in long range strategic planning for capital improvements and employment opportunities. **Please visit our website at www.sendd.org to review programs, activities, newsletters, SERN meetings, SENAHC activities, and staff at our offices.**

DUES STRUCTURE

Once again, the SENDD Board of Directors approved keeping the dues assessment structure the same for the seventh straight year. Just as in the last three years, dues are based upon the 2010 Census information. The assessment structure has remained the same and the actual dues are the same as the previous year. Thank you for consideration of our dues as identified in the enclosed comparison spreadsheet. Dues Request Statements are being sent directly to your Clerk.

VOLUNTARY HOUSING DUES

In addition to the regular membership dues, we have once again included a **voluntary housing dues assessment**. This started approximately 10-years ago and was established in lieu of increased general dues at that time. These funds are used for:

1. Training for staff members in housing grant application and development
2. Training to upgrade staff knowledge of changing regulations in Federal/State programs
3. Training/State certification for staff involved with lead paint hazards evaluation and testing.

We appreciate your previous funding for these **Voluntary Housing Dues** and hope you can continue to assist in attempts for housing development activities in the region.

EXAMPLES OF HOUSING PROGRAMS

Financing packages for housing programs are designed to meet an identified community housing need or needs. Examples might include, but are not necessarily limited to:

- Housing rehabilitation programs for income qualified owner-occupied residential units;
- Down payment assistance program to aid income qualified homebuyers with acquisition;
- Purchase/rehab/resale program which may be coupled with down payment assistance;
- Construction of rent to own, single family residential units;
- Financial packaging assistance to developers of single and multi-family residential units for income qualified occupants;
- Rehabilitation program coupled with down payment assistance for income qualified homebuyers

Thank you once again for your membership.

Enclosures:

- Comparison Spreadsheets for County and Communities Dues
- Membership and Services in SENDD

SEND D

Southeast Nebraska Development District

www.sendd.org

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

HUMBOLDT OFFICE
PO Box 308, Humboldt, NE 68376
Office: 402-862-2201

senddhumboldt@windstream.net

MEMBERSHIP AND SERVICES

IN THE

SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT

EXPLANATION OF SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT'S GENERAL and FULL MEMBERSHIP DUES PROGRAM

GENERAL MEMBERSHIP SERVICES

General Municipal Membership includes any municipality which is not a dues paying member itself but is located within a County which is paying membership dues.

Services available to a General Member will include, but not necessarily limited to, the following:

- ✓ Receiving the District's newsletter
- ✓ Receiving special notices regarding the availability of programs of interest to political subdivisions
- ✓ Limited staff visits to discuss requirements of participation in specific programs

FULL MEMBERSHIP SERVICES

Full Municipal Membership includes any municipality located within a dues paying County which is also paying the membership dues assessment established by the SENDD Board of Directors. Examples of services available to a Full Member include, but are not necessarily limited to, the following:

- ✓ Receiving the District's newsletter
- ✓ Receive special notices regarding the availability of programs of interest to political subdivisions
- ✓ Unlimited visits to discuss requirements of participation in specific programs
- ✓ Assistance, normally at no cost, with the preparation of grant and loan applications
- ✓ Special studies associated with grant and loan applications
- ✓ Census data and special reports normally maintained by SENDD
- ✓ Labor/Workforce data normally maintained by SENDD
- ✓ Staff consultation on specific employment generating projects

MEMBERSHIP SURCHARGES

To be entitled to Full Membership services, dues assessments need to be paid by October 31 of each Fiscal Year or be assessed a surcharge for services requested of, and provided by, SENDD.

To be entitled to Full Membership services with no surcharge, a Municipality needs to have been a dues paying member for the three years prior to the year in which the services are requested and must have paid its current year's assessment prior to October 31 in the year in which the services were requested.

Providing there has been an interruption in Full Membership status, the following special assessment schedule will apply:

1. If membership dues were not paid during any of the three prior years, services would be provided only if the requesting municipality agrees to pay the current year's membership dues plus a special surcharge equaling 75 percent of **ACTUAL** costs incurred in the provision of the requested service(s).
2. If membership dues were paid in one of the prior three years, services will be provided only if the requesting municipality agrees to pay the current year's membership dues plus a surcharge equaling 50 percent of **ACTUAL** costs incurred in the provision of the requested service(s).

3. If membership dues were paid two of the prior three years, services will be provided only if the requesting municipality agrees to pay the current year's membership dues plus a special surcharge equaling 25 percent of ACTUAL costs incurred in the provision of the requested service(s).

EXAMPLES OF SENDD SERVICES AND PROGRAMS

As SENDD staff includes persons with varied professional backgrounds, experience and education, the organization is capable of providing assistance in a number of areas. Examples of areas of experience would include, but not necessarily be limited to, the following:

GRANT/LOAN APPLICATION DEVELOPMENT AND ADMINISTRATION

- United States Department of Agriculture, Rural Development; multi-family new housing construction, public facilities grants/loans, industrial development, business loans
- Nebraska Department of Economic Development; owner-occupied housing rehabilitation, public facilities, industrial development, job training, tourism, new housing construction, first-time homeowner down payment assistance, purchase/rehab/resale housing program
- Nebraska Department of Environmental Quality; recycling/waste disposal grant programs
- Nebraska Department of Roads; applications under the Transportation Enhancement Program, etc.
- Economic Development Administration; public works grants associated with job generation
- Nebraska Game and Parks Commission -- parks and recreation grants

***NOTE:** Since 1980, SENDD has written 870 successful grant and loan applications for 102 different entities for the purpose of accomplishing over \$416.1 million in projects. Total grant/loan awards received for those projects equaled nearly \$104.4 million. These successful applications have leveraged approximately \$311.2 million in funding from other sources.*

FOUNDATION PROPOSALS

The organization maintains information on foundations which includes typical grant sizes, frequency of proposal cycles and areas of funding preference. Staff has assisted member municipalities in the development of successful funding proposals for various public facilities including parks, recreation, hiking/biking/jogging trails, community and senior citizen centers.

EXPANSION OF EMPLOYMENT OPPORTUNITIES

Examples of some of the sources of employment enhancing programs utilized in accomplishing projects would include, but not be limited to, the following:

CDBG-ED AND TDI--SENDD has assisted 22 political subdivisions package 50 different successful grant applications for projects under the Community Development Block Grant program, Economic Development and Tourism Development Initiative categories. As a result, approximately \$13.6 million in grant funds were awarded which leveraged over \$208.3 million in financing from other sources for total project costs of over \$221.9 million. Of the total CDBG awards, approximately \$4.1 million was for infrastructure projects to support business development. In a majority of the awards and subsequent to their receipt, the grantee political subdivisions entered into loan agreements with small business concerns which claimed creation or retention of 1,321 employment positions.

Local RLFs--In many instances where grant awards have been received from the Nebraska Community Development Block Grant program, Economic Development category, for small business projects, grantee political subdivisions are allowed to recapture all, or a portion of, principal and interest payments made by the small business concerns who are the ultimate loan recipients. The principal and interest payments are then used by the grantees to establish Revolving Loan Funds to finance future business development efforts. Nine member political subdivisions having such program income have established individual or multi-political subdivision RLFs and have entered into special services contracts with SENDD for the purpose of administering their RLFs. A total of 51 small business concerns have been awarded over \$3.8 million in loans from these revolving loan funds. An additional \$17.4 million has been leveraged from other sources for these projects, resulting in total project development costs of over \$21.2 million, and contributing to the creation/retention of 317 employment positions.

SENDD DIRECT LENDING PROGRAMS--SENDD operates two direct lending programs from revolving loan funds which have been capitalized with program income and grants and loans from the USDA Rural Business Enterprise Grant Program and USDA Intermediary Relending Program. A total of 21 small business concerns located in 12 different political subdivisions have been financed from these two RLF's. Loans totaled over \$1.4 million and leveraged \$639,813 from other sources for total project costs nearly \$2.0 million. The lending's resulted in 69 claimed job retentions or newly created positions.

SBA Loan Programs--SENDD has participated in the packaging of 30 small business loans for entities located within 11 member jurisdictions. These loans totaled \$8.5 million. An additional \$17.0 million was injected by the small business concerns with the resultant creation/retention of 432 employment positions and total project investments exceeding \$25.5 million.

EDA Financing Programs--The District has been successful in accessing project funding to support its economic development efforts from the U.S. Department of Commerce, Economic Development Administration. The six funded projects, located in nine communities, received grants of over \$4.1 million matched with over \$3.3 million from other sources to accomplish nearly \$6.9 million in public works projects and resulting in the creation/retention of 1,305 employment positions.

SUMMARY: *Since 1980, SENDD has prepared 203 successful grant and loan applications for over \$34.0 million to assist small business concerns with expansion or location projects within 34 member political subdivisions. These small business development projects leveraged additional investments of nearly \$253.5 million, bringing total development costs to approximately \$287.5 million. These small business lending activities have contributed to the creation/retention of 3,711 employment positions.*

FINANCING FOR SINGLE AND MULTI-FAMILY HOUSING

SENDD has provided grant/loan application development and construction management services within 73 different political subdivisions on 322 separate housing rehabilitation, down payment assistance and/or new construction projects. This activity has resulted in the planned rehabilitation and/or construction of 1,724 single and multi-family, residential units and the actual accomplishment of 1,273. The total value of these projects is nearly \$71.3 million. Responsibilities of the organization included working with the grantee political subdivision or developer in developing their housing plan; preparation of the grant/loan application; interviewing clients to determine eligibility for participation; construction write-ups; development of construction bid packets; selection of contractors; construction inspection; etc.

PUBLIC WORKS, PLANNING AND FEASIBILITY STUDIES GRANT/LOAN APPLICATIONS

Since 1980, SENDD has provided grant/loan application development assistance on a total of 395 successful public works projects resulting in grant/loan awards to 91 different entities. Grants and loans associated with the projects equaled nearly \$51.3 million with total investments exceeding \$140.9 million.

SPECIAL STUDIES AND PLANS

SENDD staff has experience in additional areas including the following:

- Housing Needs Plans
- Housing Conditions Studies
- Household Income Studies
- Community Needs Assessment Surveys
- Workforce Availability Studies
- Project Specific Environmental Reviews

SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT
FY 2016 MEMBERSHIP DUES REQUESTS/FY 2015 RECEIPTS

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	2010	2016	0-800	800-4,999	5,000 UP	2016	2015
	POP.	MEM. DUES	MAX \$425	MAX \$2,125	MAX	DUES	DUES
		@ \$0.85	MIN \$275	MIN \$1,575	\$4,500	REQUEST	RECEIVED
NEMAHA CO.	2,143					7,474	7,474
1 Auburn	3,460	2,941		2,125		2,125	2,125
2 Brock	112	95	275			275	275
3 Brownville	132	112	275			275	
4 Johnson	328	279	279			279	279
5 Julian	59	50	275			275	
6 Nemaha	149	127	275			275	275
7 Peru	865	735		1,575		1,575	1,575
MUNI TOTAL	5,105	4,339	1,379	3,700	0	5,079	4,529
CO. TOTAL	2,143					7,474	7,474
TOTAL	7,248					12,553	12,003

NOTE: Membership dues are considered delinquent after October 31, 2015

SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT
2631 "O" STREET
LINCOLN, NE 68510-1398

City of Auburn
P.O. Box 352
Auburn, NE 68305-0352

01-Jul-15

FY 2016 Housing Dues Statement
July 1, 2015 to June 30, 2016

\$1,038.00

NOTE: Housing dues are
delinquent after October 31, 2015

APPLICATION FOR MEMBERSHIP
Auburn Volunteer Fire Department

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

Name Aimee Daily Occupation School Psychologist
 Address 2600 T St Auburn Business Address _____
 Home Phone _____ Cell Phone 852-6630 Work Phone _____
 Birth Date _____ Married _____ Single No. Dependents 2
 Drivers License # _____ Formal Education Graduate degree
 E-Mail address aimee.daily@gmail.com
 Fire Fighter or EMT certifications let national expire
 Physical Ailments or Disabilities N/A
 Have you ever been convicted of a felony? YES NO
 Are you willing to take a Physical Examination if required? YES NO
 Do you realize that the Fire Department is not a social club; and that as a member you will be required to give freely of your time to attend fires, meetings, drills, and to work on any committee that you may be appointed to? YES NO
 Employer ESU #4
 How long have you been with your present employer? 9yr How long with previous employer? 10yr
 Present working hours 8-5

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

Signature <u>[Signature]</u>	Print Name <u>Jeff Jeanneret</u>	Date <u>8-23-15</u>
Signature <u>[Signature]</u>	Print Name <u>CHRISTOPHER JOBE</u>	Date <u>8-23-15</u>
Signature <u>[Signature]</u>	Print Name <u>Matt Wenzel</u>	Date <u>9-1-15</u>

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

Applicant's Signature Aimee Daily Date 9/1/15



AGENDA ITEM
NO 23

City of Auburn

September 14, 2015

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 (August 2015)

- Appliance and Furniture Recycle Lot – 5 times
- Brush Lot – 5 times
- Worked on equipment at city shop
- Garbage run at parks/rec complex/lake/business area (weekly)
- Cleaned storm drains
- Mowing
- Sweeping Streets
- Street repairs (17th & U Streets, 24th & Streets)
- Sidewalk repair at Rec Complex
- Painted parking stalls and crosswalks in south Auburn
- Installed 500 tons + of sand and installed drainage system at the Rec Complex Sand Volleyball courts

Harry Bridgmon
Street Commissioner



EQUAL HOUSING OPPORTUNITY

Auburn Memorial Library

1810 Courthouse Ave
Auburn, NE 68305

City Council Report September 2015

- September 24th at 7 p.m. we will be hosting the Humanities program, The Life and Legacy of Annie Oakley by speaker Charlotte Endorf. This program is being sponsored by the Friends of the Library.
- Toddler Time will run Tuesdays, September 22 – October 13. Preschool Storytime will run Fridays, September 25 – October 23.
- On September 1st, we started a Mini Box City program. Builders are welcome to build until Sept 19th and the buildings will be on display until the end of September.
- The first part of October we will be displaying the local homeschool group's art contest. The community is encouraged to stop by vote for their favorites.

Statistical Report:

<u>Date:</u>	<u>Circulation:</u>	<u>Patrons:</u>	<u>Money to City:</u>
August 2015	4,033	2,283	\$675.21
OverDrive	<u>216</u>	<u>36</u>	
	4,249	2,319	
July 2015	4,414	2,707	\$626.10
OverDrive	<u>214</u>	<u>37</u>	
	4,628	2,744	

AGENDA ITEM NO. 23

Budget Reports Submitted by City Treasurer
Receipts by Department

CITY OF AUBURN
BUDGET REPORT
CALENDAR 8/2015, FISCAL 11/2014

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-00-3100	GEN FEDERAL REVENUES	1,500,000.00	.00	.00	.00	1,500,000.00
01-00-3101	RTP GRANT	.00	.00	1,809.76	.00	1,809.76-
01-00-3102	HISTORIC PRESERVATION	.00	.00	1,800.00	.00	1,800.00-
01-00-3200	GEN STATE EQUALIZATION	203,515.58	.00	171,572.55	84.30	31,943.03
01-00-3202	GEN STATE MOTOR VH FEE	.00	.00	.00	.00	.00
01-00-3203	GEN MTR VEHICLE PRORATE	1,600.00	.00	1,509.56	94.35	90.44
01-00-3204	GEN STATE AID	1,110.00	.00	1,069.00	96.31	41.00
01-00-3205	GEN STATE MIRF	.00	.00	.00	.00	.00
01-00-3208	GEN OTHER STATE	25,000.00	4,776.97	28,374.99	113.50	3,374.99-
01-00-3301	GEN LICENSES & PERMITS	14,000.00	1,028.50	12,963.50	92.60	1,036.50
01-00-3306	GEN REIM/REFUNDS	5,000.00	101.32-	7,185.61	143.71	2,185.61-
01-00-3310	GEN FRANCHISE FEES	72,000.00	570.08	69,016.71	95.86	2,983.29
01-00-3311	GEN IN LIEU OF TAXES	.00	.00	.00	.00	.00
01-00-3312	GEN BPW REVENUE PAYMENT	114,000.00	11,043.92	102,079.55	89.54	11,920.45
01-00-3314	GEN ST LIC AND CITY FINES	3,500.00	262.50	3,402.50	97.21	97.50
01-00-3325	GEN TICKET SALES	45,000.00	3,404.00	44,238.50	98.31	761.50
01-00-3326	GEN CONCESSIONS	12,000.00	1,174.90	11,764.51	98.04	235.49
01-00-3327	GEN LESSONS	6,200.00	50.00-	6,365.00	102.66	165.00-
01-00-3331	GEN FINANCING	.00	.00	.00	.00	.00
01-00-3332	GEN SALE OF MUNI PROPERTY	1,500.00	34.00	2,323.46	154.90	823.46-
01-00-3335	GEN CITY SALES TAX	350,000.00	34,328.43	347,110.35	99.17	2,889.65
01-00-3340	GEN INTEREST	1,500.00	574.96	2,076.32	138.42	576.32-
01-00-3342	GEN PROGRAM & USE FEES	6,300.00	815.00	5,658.00	89.81	642.00
01-00-3346	GEN FOOTBALL PROGRAM REV	.00	.00	.00	.00	.00
01-00-3347	GEN GRANTS/DONATIONS	.00	.00	368.00	.00	368.00-
01-00-3350	GEN MFO	1,616.66	.00	1,666.67	103.09	50.01-
01-00-3351	GEN PROPERTY TAXES	519,245.00	6,012.12	430,253.26	82.86	88,991.74
01-00-3352	GEN MTR VEHICLE TAXES	68,500.00	5,875.73	63,774.33	93.10	4,725.67
01-00-3359	GEN CO TREAS OTHER	100.00	.00	81.91	81.91	18.09
01-00-3360	GEN MISC REVENUES	7,100.00	496.75	7,350.35	103.53	250.35-
01-00-3361	FIRE PROPERTY TAXES	43,000.00	483.40	34,584.74	80.43	8,415.26
01-00-3362	FIRE MTR VEHICLE TAXES	.00	.00	.00	.00	.00
01-00-3363	FIRE MTR VEHICLE PRORATE	150.00	.00	121.36	80.91	28.64
01-00-3368	FIRE OTHER STATE	2,050.00	384.08	2,281.41	111.29	231.41-
01-00-3369	FIRE CO TREAS OTHER	10.00	.00	6.59	65.90	3.41
	DIFFERENCE	3,003,997.24	71,114.02	1,360,808.49	45.30	1,643,188.75
	PROOF	3,003,997.24	71,114.02	1,360,808.49	45.30	1,643,188.75

CITY OF AUBURN
BUDGET REPORT
CALENDAR 8/2015, FISCAL 11/2014

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	346,340.00	28,954.57	323,902.48	93.52	22,437.52
03-00-3202	STREET STATE MOTOR VEHICLE FEE	27,000.00	.00	28,732.24	106.42	1,732.24
03-00-3203	STREET MTR VEHICLE PRORAT	.00	.00	.00	.00	.00
03-00-3206	LB 610 GAS TAX	.00	.00	.00	.00	.00
03-00-3208	STREET OTHER STATE REV	310.00	.00	.00	.00	310.00
03-00-3306	STREET REIM/REFUNDS	.00	72.26	.00	.00	.00
03-00-3311	STREET IN LIEU OF TAXES	.00	.00	.00	.00	.00
03-00-3321	STREET PAV/WATER/SEWER	.00	.00	.00	.00	.00
03-00-3331	STREET BOND ISSUE	.00	.00	.00	.00	.00
03-00-3332	STREET SALE OF MUNI PROP	.00	.00	1,479.50	.00	1,479.50
03-00-3335	STREET CITY SALES TAX	50,000.00	4,942.53	59,725.73	119.45	9,725.73
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	310.00	.00	.00	.00	310.00
	DIFFERENCE	423,960.00	33,824.84	413,839.95	97.61	10,120.05
	PROOF	423,960.00	33,824.84	413,839.95	97.61	10,120.05

CITY OF AUBURN
BUDGET REPORT
CALENDAR 8/2015, FISCAL 11/2014

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
04-00-3321	PAVING WATER SEWER	42,740.00	4,292.76	23,254.74	54.41	19,485.26
04-00-3331	BOND ISSUE	.00	.00	.00	.00	.00
04-00-3360	MISC REVENUES	.00	.00	.00	.00	.00
	DIFFERENCE	42,740.00	4,292.76	23,254.74	54.41	19,485.26
	PROOF	42,740.00	4,292.76	23,254.74	54.41	19,485.26

AGENDA ITEM NO. 23

Budget Reports Submitted by City Treasurer
Expenditures by Department

CITY OF AUBURN
BUDGET REPORT
CALENDAR 8/2015, FISCAL 11/2014

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-00-4101	GEN SALARIES	127,000.00	10,134.88	115,389.53	90.86	11,610.47
01-00-4102	GEN HEALTH INSURANCE	25,500.00	1,366.73	17,301.24	67.85	8,198.76
01-00-4103	GEN LIFE INSURANCE	1,000.00	76.56	919.99	92.00	80.01
01-00-4104	GEN PENSION PLAN	4,850.00	402.47	5,077.84	104.70	227.84
01-00-4105	GEN WORKMEN COMP	780.00	.00	622.14	79.76	157.86
01-00-4106	GEN UNEMPLOYMENT	.00	.00	.00	.00	.00
01-00-4108	GEN FLEX SPENDING PLAN	850.00	67.25	739.75	87.03	110.25
01-00-4111	GEN FICA MATCH	9,725.00	751.64	8,566.92	88.09	1,158.08
01-00-4201	GEN LEGAL EXPENSES	24,000.00	18.50	14,111.21	58.80	9,888.79
01-00-4202	GEN UTILITIES	8,500.00	676.26	8,432.04	99.20	67.96
01-00-4203	GEN INSURANCE	11,500.00	1,965.74	4,689.53	40.78	6,810.47
01-00-4204	GEN MEMBERSHIPS/SUBSCRIP	8,000.00	.00	419.00	5.24	7,581.00
01-00-4205	GEN MEETING EXPENSES	4,000.00	.00	1,419.96	35.50	2,580.04
01-00-4206	GEN SERVICES	38,000.00	1,448.56	37,623.56	99.01	376.44
01-00-4208	GEN BLDG & GROUNDS MAINT	6,000.00	852.85	2,316.55	38.61	3,683.45
01-00-4209	GEN EQUIP & EQUIP MAINT	5,000.00	367.06	4,814.00	96.28	186.00
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	105.25	52.63	94.75
01-00-4223	GEN TREE PROGRAM	4,000.00	.00	3,803.85	95.10	196.15
01-00-4230	GEN SALES TAX	.00	.00	159.68	.00	159.68
01-00-4240	GEN REIM/REFUNDS	.00	.00	.00	.00	.00
01-00-4245	GEN ST LIC AND CITY FINES	3,500.00	3,480.00	3,480.00	99.43	20.00
01-00-4250	GEN SUPPLIES/MATERIALS	5,500.00	834.22	5,767.13	104.86	267.13
01-00-4289	GEN SAFETY PROGRAM	200.00	.00	.00	.00	200.00
01-00-4299	GEN MISC EXPENSES	500.00	.00	174.60	34.92	325.40
01-00-4400	GEN CAPITAL OUTLAYS	170,000.00	.00	.00	.00	170,000.00
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	.00	.00	.00	.00	.00
01-00-4800	GEN GRANT & SPECIAL PROJECTS	41,000.00	1,824.00	10,807.88	26.36	30,192.12
01-00-4801	AIRPORT CAPITAL IMPROVEMENTS	365,000.00	.00	202,660.27	55.52	162,339.73
01-00-4900	GRANT PROGRAMS	.00	.00	1,147.12	.00	1,147.12
	DIFFERENCE	871,605.00	20,335.24	457,549.04	52.49	414,055.96
	PROOF	871,605.00	20,335.24	457,549.04	52.49	414,055.96

CITY OF AUBURN
BUDGET REPORT
CALENDAR 8/2015, FISCAL 11/2014

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	306,000.00	25,500.00	274,749.99	89.79	31,250.01
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>306,000.00</u>	<u>25,500.00</u>	<u>274,749.99</u>	<u>89.79</u>	<u>31,250.01</u>
	PROOF	<u>306,000.00</u>	<u>25,500.00</u>	<u>274,749.99</u>	<u>89.79</u>	<u>31,250.01</u>

CITY OF AUBURN
BUDGET REPORT
CALENDAR 8/2015, FISCAL 11/2014

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-05-4101	FIRE DEPT SALARIES	6,000.00	500.00	5,500.00	91.67	500.00
01-05-4103	FIRE DEPT LIFE INS	1,525.00	112.78	1,426.26	93.53	98.74
01-05-4105	FIRE DEPT WORKMEN COMP	1,700.00	.00	2,644.08	155.53	944.08
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	420.75	91.47	39.25
01-05-4202	FIRE DEPT UTILITIES	9,200.00	406.14	7,737.14	84.10	1,462.86
01-05-4203	FIRE DEPT INSURANCE	4,200.00	.00	4,763.84	113.42	563.84
01-05-4204	FIRE DEPT MEMBERS/SUB/RECOG	2,500.00	1,039.20	1,039.20	41.57	1,460.80
01-05-4205	FIRE DEPT MEETING EXPENSES	1,750.00	.00	970.00	55.43	780.00
01-05-4206	FIRE DEPT SERVICES	430.00	50.00	550.00	127.91	120.00
01-05-4208	FIRE DEPT BLDG & GROUNDS	3,000.00	.00	2,489.99	83.00	510.01
01-05-4209	FIRE DEPT EQUIP & MAINT	10,000.00	3,140.16	13,958.65	139.59	3,958.65
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	1,515.51	68.89	684.49
01-05-4299	FIRE DEPT MISC EXPENSES	.00	.00	.00	.00	.00
01-05-4400	FIRE DEPT CAPITAL OUTLAYS	1,143,000.00	.00	.00	.00	1,143,000.00
01-05-4401	AERIAL TRUCK	.00	.00	.00	.00	.00
01-05-4402	PUMPER TRUCK	.00	.00	.00	.00	.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	1,187,015.00	5,296.53	43,015.42	3.62	1,143,999.58
	PROOF	1,187,015.00	5,296.53	43,015.42	3.62	1,143,999.58

CITY OF AUBURN
BUDGET REPORT
CALENDAR 8/2015, FISCAL 11/2014

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-07-4101	PARKS SALARIES	20,000.00	1,820.25	8,970.75	44.85	11,029.25
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	622.13	51.84	577.87
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	139.26	686.28	44.85	843.72
01-07-4202	PARKS UTILITIES	14,500.00	1,454.48	13,353.24	92.09	1,146.76
01-07-4203	PARKS INSURANCE	3,400.00	.00	3,122.76	91.85	277.24
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	2,000.00	380.00	2,210.00	110.50	210.00-
01-07-4208	PARKS BLDG & GROUNDS MAIN	12,000.00	299.94	19,164.56	159.70	7,164.56-
01-07-4209	PARKS EQUIP & MAINT	5,000.00	1,600.42-	8,970.29	179.41	3,970.29-
01-07-4223	PARK TREE PROGRAM	.00	.00	.00	.00	.00
01-07-4230	PARKS SALES TAX/LODGING	500.00	.00	401.93	80.39	98.07
01-07-4240	PARKS REIM/REFUNDS	.00	.00	.00	.00	.00
01-07-4250	PARKS SUPPLIES & EQUIP	8,000.00	266.33	6,721.53	84.02	1,278.47
01-07-4290	PARKS EQUIP/LAND RENTAL	.00	.00	.00	.00	.00
01-07-4299	PARKS MISC EXPENSES	1,410.00	884.97	884.97	62.76	525.03
01-07-4400	PARKS CAPITAL OUTLAYS	8,000.00	.00	4,400.00	55.00	3,600.00
01-07-4401	GAME & PARKS RTP	100,000.00	164,256.36	310,526.86	310.53	210,526.86-
01-07-4402	NRD TRAIL PROJECT	.00	2,916.90	2,916.90	.00	2,916.90-
01-07-4403	SANDVOLLEYBALL COURT	.00	3,181.76	3,069.90	.00	3,069.90-
01-07-4500	PARK DEBT SERVICING PRINC.	.00	.00	.00	.00	.00
01-07-4800	PARKS STUDY/ENGINEERING	.00	.00	.00	.00	.00
	DIFFERENCE	177,540.00	173,999.83	386,022.10	217.43	208,482.10-
	PROOF	177,540.00	173,999.83	386,022.10	217.43	208,482.10-

CITY OF AUBURN
BUDGET REPORT
CALENDAR 8/2015, FISCAL 11/2014

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	846.53	7,203.46	90.04	796.54
01-09-4203	SR CENTER INSURANCE	3,500.00	.00	1,326.67	37.90	2,173.33
01-09-4206	SR CENTER SERVICES	2,500.00	190.00	2,090.00	83.60	410.00
01-09-4208	SR CENTER BLDG & GROUNDS	5,000.00	9,011.41	12,391.63	247.83	7,391.63-
01-09-4209	SR CENTER EQUIP & MAINT	2,000.00	.00	327.50	16.38	1,672.50
01-09-4250	SR CENTER SUPPLIES/MATER	300.00	65.79	137.66	45.89	162.34
01-09-4299	SR CENTER MISC EXPENSES	.00	.00	.00	.00	.00
01-09-4400	SR CENTER CAPITAL OUTLAYS	13,000.00	.00	.00	.00	13,000.00
01-09-4999	SR CENTER TRANSFERS	.00	.00	.00	.00	.00
	DIFFERENCE	34,300.00	10,113.73	23,476.92	68.45	10,823.08
	PROOF	34,300.00	10,113.73	23,476.92	68.45	10,823.08

CITY OF AUBURN
BUDGET REPORT
CALENDAR 8/2015, FISCAL 11/2014

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-51-4101	LIBRARY SALARIES	67,750.00	6,066.62	61,025.50	90.07	6,724.50
01-51-4102	LIBRARY HEALTH INSURANCE	9,900.00	574.74	6,413.61	64.78	3,486.39
01-51-4103	LIBRARY LIFE INSURANCE	275.00	21.90	261.84	95.21	13.16
01-51-4104	LIBRARY PENSION PLAN	2,660.00	231.34	2,564.72	96.42	95.28
01-51-4105	LIBRARY WORKMEN COMP	230.00	.00	155.53	67.62	74.47
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	5,200.00	457.09	4,591.47	88.30	608.53
01-51-4201	LIBRARY LEGAL	.00	.00	.00	.00	.00
01-51-4202	LIBRARY UTILITIES	8,000.00	560.31	7,214.33	90.18	785.67
01-51-4203	LIBRARY INSURANCE	3,500.00	.00	3,320.69	94.88	179.31
01-51-4204	LIBRARY MEMBERSHIPS/SUB	500.00	.00	542.50	108.50	42.50-
01-51-4205	LIBRARY MEETING EXPENSES	400.00	.00	352.82	88.21	47.18
01-51-4206	LIBRARY SERVICES	8,000.00	446.06	9,199.74	115.00	1,199.74-
01-51-4208	LIBRARY BLDG & GROUNDS	7,600.00	450.16	5,339.31	70.25	2,260.69
01-51-4209	LIBRARY EQUIP & MAINT	4,000.00	.00	1,669.63	41.74	2,330.37
01-51-4228	LIBRARY BOOKS/AVS	14,000.00	1,138.74	14,503.65	103.60	503.65-
01-51-4230	LIBRARY SALES TAX	60.00	.00	35.68	59.47	24.32
01-51-4240	LIBRARY REIM/REFUNDS	.00	.00	.00	.00	.00
01-51-4250	LIBRARY SUPPLIES/MATERIALS	6,000.00	524.42	4,577.28	76.29	1,422.72
01-51-4299	LIBRARY MISC EXPENSES	500.00	75.00	523.89	104.78	23.89-
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	144,575.00	10,546.38	122,292.19	84.59	22,282.81
	PROOF	144,575.00	10,546.38	122,292.19	84.59	22,282.81

CITY OF AUBURN
BUDGET REPORT
CALENDAR 8/2015, FISCAL 11/2014

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-52-4101	SWIM POOL SALARIES	53,000.00	10,325.48	52,622.13	99.29	377.87
01-52-4105	SWIM POOL WORKMEN COMP	2,225.00	.00	2,333.01	104.85	108.01-
01-52-4107	SWIM POOL UNIFORMS	1,100.00	.00	820.60	74.60	279.40
01-52-4111	SWIM POOL FICA MATCH	4,100.00	789.90	4,025.60	98.19	74.40
01-52-4202	SWIM POOL UTILITIES	12,000.00	2,140.28	10,030.82	83.59	1,969.18
01-52-4203	SWIM POOL INSURANCE	2,300.00	.00	2,499.85	108.69	199.85-
01-52-4206	SWIM POOL SERVICES	3,000.00	662.40	2,626.85	87.56	373.15
01-52-4208	SWIM POOL BLDG & GROUNDS	3,000.00	1,495.97	2,391.42	79.71	608.58
01-52-4209	SWIM POOL EQUIP & MAINT	5,000.00	2,118.10	5,056.32	101.13	56.32-
01-52-4230	SWIM POOL SALES TAX	3,500.00	.00	3,141.27	89.75	358.73
01-52-4240	SWIM POOL REIM/REFUNDS	.00	.00	.00	.00	.00
01-52-4250	SWIM POOL SUPPLIES/MATER	15,000.00	2,707.33	13,955.84	93.04	1,044.16
01-52-4299	SWIM POOL MISC EXPENSES	500.00	175.00-	278.00	55.60	222.00
01-52-4400	SWIM POOL CAPITAL OUTLAYS	.00	.00	.00	.00	.00
	DIFFERENCE	104,725.00	20,064.46	99,781.71	95.28	4,943.29
	PROOF	104,725.00	20,064.46	99,781.71	95.28	4,943.29

CITY OF AUBURN
BUDGET REPORT
CALENDAR 8/2015, FISCAL 11/2014

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
03-00-4101	STREET SALARIES	108,000.00	8,682.27	97,414.80	90.20	10,585.20
03-00-4102	STREET HEALTH INSURANCE	14,520.00	1,122.60	13,014.23	89.63	1,505.77
03-00-4103	STREET LIFE INSURANCE	550.00	46.32	552.99	100.54	2.99-
03-00-4104	STREET PENSION PLAN	5,000.00	322.72	3,794.57	75.89	1,205.43
03-00-4105	STREET WORKMEN COMP	11,100.00	.00	9,176.51	82.67	1,923.49
03-00-4106	STREET UNEMPLOYMENT	340.00	.00	.00	.00	340.00
03-00-4108	STREET FLEX SPENDING PLAN	.00	.00	.00	.00	.00
03-00-4110	STREET OTHER PERSONAL EX	400.00	.00	48.09	12.02	351.91
03-00-4111	STREET FICA MATCH	8,600.00	651.33	7,310.59	85.01	1,289.41
03-00-4201	STREET LEGAL EXPENSES	.00	.00	.00	.00	.00
03-00-4202	STREET UTILITIES	8,500.00	427.83	7,706.70	90.67	793.30
03-00-4203	STREET INSURANCE	9,100.00	75.36	5,306.37	58.31	3,793.63
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	.00	4,269.38	85.39	730.62
03-00-4208	STREET BLDG & GR MAINT	500.00	6,000.00	6,324.29	1,264.86	5,824.29-
03-00-4219	STREET ROAD MAINT BY OTHER	.00	.00	.00	.00	.00
03-00-4220	STREET SNOW REMOVAL OTH	3,000.00	.00	3,815.00	127.17	815.00-
03-00-4230	STREET SALES TAX	.00	.00	.00	.00	.00
03-00-4231	STREET ROAD EQUIP PARTS	12,000.00	1,093.51	8,157.37	67.98	3,842.63
03-00-4232	STREET ROAD EQUIP LABOR	4,000.00	2,288.15	4,171.95	104.30	171.95-
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	57.55	57.55	42.45
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	71.25	1,810.05	120.67	310.05-
03-00-4257	STREET MEDICAL SUPPLIES	.00	.00	.00	.00	.00
03-00-4258	STREET SHOP SUPPLIES	1,100.00	90.34	1,646.97	149.72	546.97-
03-00-4259	STREET SHOP TOOLS	1,000.00	25.47	440.39	44.04	559.61
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	1,040.29	10,772.93	53.86	9,227.07
03-00-4272	STREET OIL/GREASE/ETC	1,500.00	95.52	1,312.76	87.52	187.24
03-00-4273	STREET TIRES & TIRE REPAIR	3,000.00	.00	655.68	21.86	2,344.32
03-00-4274	STREET ASPHALTIC MATERIALS	35,000.00	104.70	8,783.53	25.10	26,216.47
03-00-4275	STREET GRAVEL & BORROW	6,000.00	.00	3,268.55	54.48	2,731.45
03-00-4276	STREET SNOW/SAFETY FENCE	.00	99.78	99.78	.00	99.78-
03-00-4277	STREET CONCRETE	10,000.00	.00	4,367.58	43.68	5,632.42
03-00-4278	STREET CULVERTS	500.00	.00	17.37	3.47	482.63
03-00-4279	STREET STEEL PRODUCTS	200.00	.00	43.80	21.90	156.20
03-00-4280	STREET LUMBER	100.00	.00	.00	.00	100.00
03-00-4283	STREET SIGNS	600.00	.00	297.92	49.65	302.08
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	1,102.22	73.48	397.78
03-00-4288	STREET FLARES/FLAGS/BARRI	.00	.00	192.95	.00	192.95-
03-00-4289	STREET SAFETY PROGRAM	350.00	39.88	97.39	27.83	252.61

CITY OF AUBURN
BUDGET REPORT
CALENDAR 8/2015, FISCAL 11/2014

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	6,172.00	102.87	172.00-
03-00-4299	STREET MISC SUPPLIES & MAT	500.00	145.48	157.47	31.49	342.53
03-00-4300	STREET CAPITAL IMPROVE.	151,000.00	.00	124,680.80	82.57	26,319.20
03-00-4400	STREET CAPITAL OUTLAYS	60,000.00	.00	45,469.99	75.78	14,530.01
03-00-4500	STREET DEBT SERV PRINC	20,000.00	.00	20,000.00	100.00	.00
03-00-4600	STREET DEBT SERV INTEREST	4,377.50	.00	4,377.50	100.00	.00
03-00-4700	STREET BOND/WARRANTS	.00	.00	.00	.00	.00
	DIFFERENCE	515,037.50	22,922.80	406,888.02	79.00	108,149.48
	PROOF	515,037.50	22,922.80	406,888.02	79.00	108,149.48

CITY OF AUBURN
BUDGET REPORT
CALENDAR 8/2015, FISCAL 11/2014

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
04-00-4206	STREET IMPROVEMENT SERVICES	150.00	.00	150.00	100.00	.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	120,000.00	.00	285,000.00	237.50	165,000.00-
04-00-4600	ST IMPROVE DEBT SERV INTEREST	39,255.00	.00	39,449.58	100.50	194.58-
04-00-4700	ST IMPROVE DEBT OTHER	.00	.00	.00	.00	.00
	DIFFERENCE	159,405.00	.00	324,599.58	203.63	165,194.58-
	PROOF	159,405.00	.00	324,599.58	203.63	165,194.58-

Month Received	For Tax Month	SALES TAX RECORD 8-31-15												2014-2015 MV TAX	MVT%
		Fiscal Year 2006-2007	Fiscal Year 2007-2008	Fiscal Year 2008-2009	Fiscal Year 2009-2010	Fiscal Year 2010-2011	Fiscal Year 2011-2012	Fiscal Year 2012-2013	Fiscal Year 2013-2014	Fiscal Year 2014-2015	BUDGET				
October	August	\$ 30,908.66	\$ 32,044.55	\$ 31,527.76	\$ 30,098.42	\$ 33,505.11	\$ 34,676.37	\$ 36,277.44	\$ 34,477.15	\$ 36,270.33	\$ 33,333.33	\$ 5,495.09	15.00%		
November	September	\$ 30,898.56	\$ 33,547.42	\$ 29,070.18	\$ 31,558.07	\$ 34,175.41	\$ 37,253.41	\$ 35,026.52	\$ 37,742.69	\$ 38,786.01	\$ 33,333.33	\$ 5,896.17	15.00%		
December	October	\$ 31,124.65	\$ 29,664.23	\$ 26,360.86	\$ 33,105.58	\$ 34,490.23	\$ 36,678.18	\$ 34,986.16	\$ 31,873.24	\$ 39,432.22	\$ 33,333.33	\$ 6,304.22	17.00%		
January	November	\$ 28,974.20	\$ 30,047.59	\$ 25,606.08	\$ 27,837.77	\$ 34,020.22	\$ 33,402.08	\$ 35,336.56	\$ 31,361.36	\$ 36,596.93	\$ 33,333.33	\$ 4,846.36	15.00%		
February	December	\$ 37,726.04	\$ 34,531.40	\$ 38,767.57	\$ 34,852.80	\$ 41,106.07	\$ 36,087.40	\$ 40,474.04	\$ 41,748.58	\$ 42,888.48	\$ 33,333.33	\$ 4,781.83	14.00%		
March	January	\$ 26,263.30	\$ 30,436.50	\$ 26,951.30	\$ 28,772.58	\$ 31,871.84	\$ 32,176.00	\$ 34,198.21	\$ 34,262.55	\$ 34,999.17	\$ 33,333.33	\$ 5,715.40	14.00%		
April	February	\$ 27,392.00	\$ 23,055.93	\$ 27,125.42	\$ 30,843.00	\$ 29,149.63	\$ 33,385.17	\$ 32,267.92	\$ 34,457.50	\$ 35,245.70	\$ 33,333.33	\$ 6,113.02	15.00%		
May	March	\$ 32,416.63	\$ 35,057.50	\$ 29,690.19	\$ 33,665.96	\$ 39,203.93	\$ 37,298.34	\$ 36,902.71	\$ 37,568.34	\$ 37,246.02	\$ 33,333.33	\$ 6,518.59	15.00%		
June	April	\$ 30,782.71	\$ 33,566.95	\$ 29,268.22	\$ 35,882.31	\$ 32,090.91	\$ 32,021.76	\$ 36,494.79	\$ 37,126.46	\$ 33,785.98	\$ 33,333.33	\$ 3,911.44	15.00%		
July	May	\$ 29,301.82	\$ 31,441.09	\$ 28,228.53	\$ 35,803.53	\$ 25,546.97	\$ 34,024.95	\$ 36,460.20	\$ 31,454.40	\$ 32,314.28	\$ 33,333.33	\$ 5,201.08	15.00%		
August	June	\$ 36,044.36	\$ 34,930.32	\$ 35,787.66	\$ 35,556.25	\$ 37,560.45	\$ 40,132.24	\$ 37,186.66	\$ 38,506.79	\$ 39,270.96	\$ 33,333.33	\$ 4,942.53	15.00%		
September	July	\$ 32,938.95	\$ 32,947.46	\$ 32,660.39	\$ 34,755.20	\$ 35,488.39	\$ 37,180.31	\$ 36,006.50	\$ 36,728.33						
Total		\$ 378,556.63	\$ 376,276.91	\$ 361,044.16	\$ 392,731.47	\$ 408,209.16	\$ 424,316.21	\$ 431,617.71	\$ 427,307.39	\$ 406,836.08	\$ 366,666.63	\$ 59,725.73			
		*Includes MV													
		Actual Last YTD	Actual YTD	Budget YTD	Budget YTD										
		\$390,579.06	\$406,836.08	\$366,666.63	\$366,666.63										
		YTD Compared to Last YTD													
		\$16,257.02	Increase from last year												
		YTD Compared to Budget YTD													
		\$40,169.45	More than budget YTD												
		Vehicle Sales Tax as a Percentage													
		\$406,836.08	in Total Receipts YTD												
		\$59,725.73	in Total Vehicle Sales												
		Vehicle sales is 15% of total													

AGENDA ITEM

NO

23

AUBURN AIRPORT AUTHORITY

FINANCIAL STATEMENT

with

ACCOUNTANT'S COMPILATION REPORT

FOR THE 1 AND 11 MONTHS ENDED AUGUST 31, 2015

PEGGY KUSER
CERTIFIED PUBLIC ACCOUNTANT

916 CENTRAL AVENUE
AUBURN, NEBRASKA 68305
(402) 274-5106

ACCOUNTANT'S COMPILATION REPORT

Auburn Airport Authority
P.O. Box 483
Auburn, NE 68305

I have compiled the accompanying balance sheet of the Auburn Airport Authority as of August 31, 2015, for the 1 and 11 months then ended, and the statements of revenues, expenditures and changes in fund balances in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Peggy Kuser CPA

Auburn, Nebraska

September 4, 2015

AUBURN AIRPORT AUTHORITY
STATEMENT OF FUND BALANCE
GOVERNMENTAL FUND
(UNAUDITED)
AS OF AUGUST 31, 2015

ASSETS:		
CHECKING – ASB #438949	\$93,881.51	
CHECKING – ASB #269184	79,002.98	
CHECKING – ASB #269223	37,316.61	
TOTAL ASSETS		<u>\$210,201.10</u>
LIABILITIES		
		<u>\$-</u>
RESERVED FUND BALANCE	\$116,319.59	
UNRESERVED FUND BALANCE	93,881.51	
FUND BALANCE		<u><u>\$210,201.10</u></u>

SEE ACCOUNTANT'S COMPILATION REPORT

AUBURN AIRPORT AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
CHECKING ACCOUNT #438949
(UNAUDITED)
FOR THE 11 MONTHS ENDED AUGUST 31, 2015

	OCT '14	NOV '14	DEC '14	JAN '15	FEB '15	MAR '15	APR '15	MAY '15	JUN '15	JUL '15	AUG '15	SEP '15	TOTAL
bal @ beg of mo - checking	\$98,606.08	\$88,108.60	\$86,886.83	\$84,190.51	\$83,913.29	\$96,829.38	\$93,872.34	\$94,668.67	\$92,807.42	\$92,235.57	\$92,174.51	\$-	\$170,393.76
RECEIPTS (operating acct):													
State of Nebraska						\$144.90			\$170,393.76				144.90
Hanger Spec Packages					14,140.00								14,140.00
Cash rent - farm - Lynn						1,033.85		600.00					600.00
Cash rent - farm - Stukenholz	473.00	430.33					110.00			549.69	999.34		3,596.21
Fuel													
Reimbursements						300.00	1,365.00						
Hangar rent											2,160.00		3,825.00
TOTAL	\$473.00	\$430.33	\$-	\$-	\$14,140.00	\$1,478.75	\$1,475.00	\$600.00	\$170,393.76	\$549.69	\$3,159.34	\$-	\$192,699.87

	OCT '14	NOV '14	DEC '14	JAN '15	FEB '15	MAR '15	APR '15	MAY '15	JUN '15	JUL '15	AUG '15	SEP '15	TOTAL
EXPENSES (operating acct):													
Albert Fuller													100.00
Allied Insurance		100.00											(100.00)
Void Allied Check													
ASB - New Checks								(100.00)					
Auburn Abstract													
Auburn Newspaper			5.02		9.02	59.80		143.33					217.17
BOPW - monthly ele	132.03	166.40	207.10	227.98	340.16	276.85	224.39	179.60	122.57	92.96	100.92		2,070.96
BOPW - labor													
Casey Agency (or City reimb)						3,500.00					830.92		3,500.00
City of Auburn								1,744.88					830.92
Conway Oil													
Dept of Aeronautics													
Dettmer Farm Svc													
Division of weights & measurements										23.00			23.00
Johne Deere	369.65												
K. Neiman - reimb gas		25.00											369.65
K. Neiman - reimb supplies								44.16		29.89			144.65
Kendall Neiman - contract labor													
Kendall Neiman-reimb R & M	340.00	\$340.00	\$340.00	\$680.00		\$340.00	\$340.00	\$340.00	\$340.00	\$340.00	\$340.00		3,740.00
Kendall Neiman-reimb Bids													
Lavigne Construction						\$144.90							144.90
Lonnie Sierks			\$1,935.00										1,935.00
M. Luff-Beacon Maint.													
Midwest Pump		911.50											911.50
Mrs. Everett Moody - land lease													
Nationwide Mutual			100.00										100.00
Nebraska/Iowa Supply													
Nemaha Co Clerk, file fee													
Nemaha Co T - RE tax													
Olsson & Assoc													
Peggy Kuser	60.00	60.00	60.00		125.00	65.00	65.00	60.00	60.00	75.00	65.00		695.00
Peggy Kuser-reimb					20.49								20.49
Post office	19.60												19.60
Rural Water District													
Transfer to account #269184	5,000.00												5,000.00
Transfer to account #269223	5,000.00												5,000.00
Windstream	49.20	49.20	49.20	49.24	49.24	49.24	49.28	49.28	49.28	49.90	49.90		175,393.76
TOTAL	\$10,970.48	\$1,652.10	\$2,696.32	\$277.22	\$1,223.91	\$4,435.79	\$678.67	\$2,461.25	\$170,965.61	\$610.75	\$1,452.34	\$-	\$42,964.96
bal @ end of mo - checking	\$88,108.60	\$86,886.83	\$84,190.51	\$83,913.29	\$83,829.38	\$93,872.34	\$94,668.67	\$92,807.42	\$92,235.57	\$92,174.51	\$93,881.51	\$-	\$192,699.87

SEE ACCOUNTANT'S COMPILATION REPORT

AUBURN AIRPORT AUTHORITY
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
 CHECKING ACCOUNT #269184
 (UNAUDITED)

FOR THE 11 MONTHS ENDED AUGUST 31, 2015

	OCT '14	NOV '14	DEC '14	JAN '15	FEB '15	MAR '15	APR '15	MAY '15	JUN '15	JUL '15	AUG '15	SEP '15	TOTAL
bal @ beg of mo - checking	\$-	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$83,075.03	\$79,002.98		
RECEIPTS (runway acct):													
City of Auburn	5,000.00	36,467.38	61,192.89						170,393.76				\$97,660.27
Transfer from ASB account #438949													\$175,393.76
TOTAL	\$5,000.00	\$36,467.38	\$61,192.89	\$-	\$-	\$-	\$-	\$-	\$170,393.76	\$-	\$-	\$-	\$273,054.03
EXPENSES (runway acct):													
Albert Fuller		36,467.38	61,192.89						92,318.73	112.05			\$112.05
Olsson Associates										3,960.00			\$193,939.00
TOTAL	\$-	\$36,467.38	\$61,192.89	\$-	\$-	\$-	\$-	\$-	\$92,318.73	\$4,072.05	\$-	\$-	\$194,051.05
bal @ end of mo - checking	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$83,075.03	\$79,002.98	\$79,002.98	\$-	\$-

SEE ACCOUNTANT'S COMPILATION REPORT.

AUBURN AIRPORT AUTHORITY
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
 CHECKING ACCOUNT #269223
 (UNAUDITED)
 FOR THE 11 MONTHS ENDED AUGUST 31, 2015

	OCT '14	NOV '14	DEC '14	JAN '15	FEB '15	MAR '15	APR '15	MAY '15	JUN '15	JUL '15	AUG '15	SEP '15	TOTAL
bal @ beg of mo - checking	\$-	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$641.32	\$641.32	\$1,320.03	\$132,962.61	\$-	105,000.00
RECEIPTS (Hanger acct):													150,000.00
City of Auburn									678.71	104,321.29			
Loan Advance	5,000.00									150,000.00			
Transfer from ASB account #438949													
TOTAL	\$5,000.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$678.71	\$254,321.29	\$-	\$-	\$260,000.00
EXPENSES (Hanger acct):													
Albert Fuller							252.95						252.95
Auburn Plumbing & Heating											1,646.00		1,646.00
Olsson Associates							4,105.73			678.71			4,784.44
Ryan Conn Construction										110,000.00	94,000.00		204,000.00
Winkelmann Construction										12,000.00			12,000.00
TOTAL	\$-	\$-	\$-	\$-	\$-	\$-	\$4,358.68	\$-	\$-	\$122,678.71	\$95,646.00	\$-	\$222,683.39
bal @ end of mo - checking	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$641.32	\$641.32	\$1,320.03	\$132,962.61	\$37,316.61	\$-	\$-

SEE ACCOUNTANT'S COMPILATION REPORT.

Auburn Airport Authority
Farington Field Hangar Project No. H-2015
COST ESTIMATE SHEET

AGENDA ITEM
NO 23

	<u>Estimates</u>	<u>Actual Paid-Out</u>
Nemaha County Herald - Notice for Bids Publication	\$59.80	
Olsson & Associates Professional Services 3 Phases —		
Phase #1 not to exceed \$2,000.00		
Phase #2 not to exceed \$2,250.00		
Phase #3 not to exceed \$5,500.00		
Total All 3 Phases	9,750	8,195.86
Fuller Law Office	\$252.95	365.00
Wilson Electric Estimate - Electrical	\$16,806.16	
3-Flush Mount Static Grounds (material & labor)	\$774.00	
Winkelman Excavation	\$15,000.00	15,000.00
Sewer Leach Field Relocated (Auburn Plumbing & Heating)	\$1,646.00	1,646.00
Water Hydrant (Auburn Plumbing & Heating)	\$1,522.00	
Heating (Auburn Plumbing & Heating)	\$11,120.00	
Fire Extinguishers - 6	\$500.00	
Propane Tank	\$1,200.00	
Conn Construction Bid - Build & Concrete	\$275,000.00	204,000.00
<u>Project Total Cost</u>	\$333,630.91	229,206.86

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

FOR THE MONTH OF AUGUST, 2015

Total Number of Calls within the City of Auburn	117
Total Number of Ordinance/Animal Calls	12
Total Number of Actual Criminal Cases Reported/Initiated	23

Respectfully submitted,



Brent Lottman
Sheriff

City of Auburn
TIF Activity
Report Date 8-31-15

Date	Description	Account Activity	Auburn 1	Auburn 1 Project #2 SE Corner	Terrace Heights I	Terrace Heights II	Auburn Bowling Center I	Auburn Bowling Center II	Hemmingse Funeral Home	Northwest Sanitary Sewer	West Project	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									
6/11/2015	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		\$ 8.32		\$ 19.58	\$ 9.91
7/10/2015	Co. Collections (trans)	\$ 4.05	\$ 4.05				\$ (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	
	Balance	\$ 809,634.55	\$ 625,381.89	\$ 18,224.97	\$ 76,654.33	\$ 6,715.19	\$ -	\$ -	\$ 43,927.67	\$ -	\$ 38,720.59	\$ 9.91

AGENDA ITEM
NO 24

x

x