

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.  
FEBRUARY 11, 2013

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. **LEE CONNER** – Auburn Eagles/Fire Department July 4<sup>th</sup> fireworks display located on both City/School District #29 property. Action.

10. **MEL GREENWADE** regarding a law suit on his tree trimming work done for a house moving permit.

11. **CONSIDERATION** for Approval of survey to extend “S” Street South to the City Corporate Limits.

12. **RESOLUTION** authorizing Chief Elected Official to execute Housing Implementation Contract and Lead Paint Hazard Clearance Examination Contract Between SENDD and the City of Auburn on #12-HO-6044.

13. **DRAWDOWN #10** on Project #10-DTR-105 project (drawdown requests for #25 NV Museum, #18 Hemmingsen, and #24 Nixon).

14. **AGREEMENT** between the City of Auburn and State of Nebraska Department of Roads – Project No. STP-136-7(123) Reconstructing US-136 in Auburn. **Resolution.**

15. **RESOLUTION** to authorize water liens (dated January 8, 2013 for Oct thru Dec) against real estate on Delinquent accounts with the Auburn Board of Public Works.
16. **RESOLUTION** to authorize sewer liens (dated January 8, 2013 for Oct thru Dec) against real estate on delinquent accounts with the Auburn Board of Public Works.
17. **APPOINTMENTS/REAPPOINTMENTS –**
  - Fire Department
  - Board of Public Works
18. **PURCHASE** of a pickup for the Street Department.
19. **REPORTS/RECOMMENDATIONS - - From Dept. Heads.**
  - a. Street Department –
  - b. Fire Department –
  - c. Library –
  - d. Treasurer -
20. **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 –
21. **ADJOURNMENT.**

# Possible Motion Format 2-11-13

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 January 14, 2013 meeting's minutes and to approve the same as written (or as amended)

6. **APPROVAL OF FINANCIAL REPORT.**

POSSIBLE MOTION: I move to approve the financial report

7. **CLAIMS.**

POSSIBLE MOTION: I move to approve the claim submitted by Captain Handy (Larry Holtzman) in the amount of \$120.00

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

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

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

9. **LEE CONNER** – Auburn Eagles/Fire Department July 4<sup>th</sup> fireworks display located on both City/School District #29 property.

POSSIBLE MOTION: I move to approve the request by the Auburn Eagles/Fire Department to have the July 4<sup>th</sup> public fireworks display on the property located at Irvin Park and the Auburn High School contingent upon Auburn School District #29 approval

10. **MEL GREENWADE** regarding a law suit on his tree trimming work done for a house moving permit.

11. **CONSIDERATION** for Approval of survey to extend "S" Street South to the City Corporate Limits.

POSSIBLE MOTION: I move for approval of extending "S" Street south to the Corporate City Limits by the passage and adoption of Resolution No. 4-13

12. **RESOLUTION** authorizing Chief Elected Official to execute Housing Implementation Contract and Lead Paint Hazard Clearance Examination Contract Between SENDD and the City of Auburn on #12-HO-6044.

POSSIBLE MOTION: I move to authorize the Chief Elected Official to execute Housing Implementation Contract and Lead Paint Hazard Clearance Examination Contract Between SENDD and the City of Auburn on #12-HO-6044 by the passage and adoption of Resolution No. 8-13

13. **DRAWDOWN #10** on Project #10-DTR-105 project (drawdown requests for #25 NV Museum, #18 Hemmingsen, and #24 Nixon).

POSSIBLE MOTION: I move to approve CDBG #10-DTR-105 (Downtown Revitalization Phase II Commercial Rehabilitation) Drawdown #10 and the related claims

14. **AGREEMENT** between the City of Auburn and State of Nebraska Department of Roads – Project No. STP-136-7(123) Reconstructing US-136 in Auburn.

POSSIBLE MOTION: I move to approve the agreement between the City of Auburn and State of Nebraska Department of Roads – Project No. STP-136-7(123) Reconstructing US-136 in Auburn by the passage and adoption of Resolution No. 7-13

15. **RESOLUTION** to authorize water liens (dated January 8, 2013 for Oct thru Dec) against real estate on Delinquent accounts with the Auburn Board of Public Works.

POSSIBLE MOTION: I move to approve the report of unpaid water accounts and certify said items to the Nemaha County Clerk by the passage and adoption of Resolution No. 5-13

16. **RESOLUTION** to authorize sewer liens (dated January 8, 2013 for Oct thru Dec) against real estate on delinquent accounts with the Auburn Board of Public Works.

POSSIBLE MOTION: I move to approve the report of unpaid sewer accounts and certify said items to the Nemaha County Clerk by the passage and adoption of Resolution No. 6-13

17. **APPOINTMENTS/REAPPOINTMENTS –**

- Fire Department
- Board of Public Works

POSSIBLE ACTION: Roll call on the appointments/reappointments

18. **PURCHASE** of a pickup for the Street Department.
19. **REPORTS/RECOMMENDATIONS** - - From Dept. Heads.
  - a. Street Department –
  - b. Fire Department –
  - c. Library –
  - d. Treasurer -
20. **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 –
21. **ADJOURNMENT.**

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

The Mayor and Council of the City of Auburn, Nemaha County, Nebraska, were called to meet at the City Hall at 1101 "J" Street on January 14, 2013, at 7:00 o'clock P.M., in Regular Meeting, open to the general public.

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

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

Council approved the December 10, 2012 and December 17, 2012, meetings' minutes as written.

The City Council approved the financial report.

The following claims were presented before the Council for ratification: American Family Life Assurance Co., Wh-200.60; Auburn State Bank, Paving Bond Payment-13,383.75; Auburn State Bank, CRA Loan Payments-25,170.81; Black Hills Energy, Ut-110.75; Board of Public Works, Ut-449.60; Five Nines Technology Group, Se-63.70; James Cain, DTR Project-3883.50; Linda Bantz, Se-329.00; Mark Harms, Ex-500.00; Nemaha County, Se-4166.67; Nemaha Valley Museum, DTR Projects-6745.42; Region V-SENDS, Se-325.00; Time Warner Cable, Se-244.12; Windstream, Ut-127.21; Wex Bank, Su-3093.28; American Recycling & Sanitation, Se-404.90; Black Hills Energy, Ut-89.01; Board of Public Works, Ut-2751.90; Five Nines Technology Group, Se-103.70; Linda Bantz, Se-329.00; Mark Harms, Ex-500.00; Nemaha County, Se-23,583.33; The Standard, Ins-363.76; Time Warner Cable, Ut-344.15; Verizon Wireless, Se-52.16; Windstream, Ut-184.01; Sirchie Finger Print Lab, replacement check-70.51. The following claims (not previously approved by motion or resolution) were presented: Captain Handy, Se-120.00; Acco, Se-9077.69; Action Technology Services Inc., Su-43.99; Amazon, Bk-249.25; American Library Association, Mem-175.00; Angelo Ligouri, Se-1819.50; Auburn Memorial Library Petty Cash, Su-83.85; Auburn Newspapers, Se-289.92; Auburn Plumbing, Htg. & AC Inc., Se-81.25; Auburn Public Schools, Lic-3362.50; Baker & Taylor, Bk-349.52; Board of Public Works, Maint-485.41; Concrete Industries Inc., Su-330.00; Eakes Office Plus, Su-45.28; Eggers Brothers Inc., Su-729.46; Emergency Medical Products Inc., Su-11.09; Five Nines Technology Group, Se-150.00; Glenn's Corner Market, Su-143.52; JEO Consulting Group Inc., Se-3335.00; Jones Automotive Inc., Se-2532.74; L. Wheeler, Reim-3.99; Lincoln Journal Star, Sub-158.80; Lynch's Hardware & Gifts, Su-50.90; Mellage Truck & Tractor, Re-205.32; Meyer-Earp Chevrolet, Se-46.00; Michael Todd & Co. Inc., Su-1058.20; NE State Historical Society, Mem-40.00; Nebraska Supreme Court, Ref-118.00; Nemaha County Clerk, Reim-Se-2073.68; Nemaha County Sheriff, Se-8627.50; OCLC Inc., Sub-50.88; OK Tire, Su-Se-1241.90; Card Services (Orscheln), Su-325.92; Petty Cash, Se-Su-262.77; Postmaster, Su-90.00; Raymond's Electric, Se-1142.23; Ricoh USA Inc., Se-Su-66.88; Rose Equipment Inc., Su-5760.80; Subway, Su-30.00; Sunmart, Su-34.99; Town & Country Vet Clinic, Se-135.00; Tri-State Office Products, Su-275.46; Wayne Schlange, Su-99.67; Xerox Corporation, Su-Se-290.93.

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

The claim submitted by Captain Handy (Larry Holtzman) in the amount of \$120.00 was approved. Council Member Holtzman abstained from voting.

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 Harry Bridgmon to attend recertification training associated with chemical applications on January 17, Fire Chief Randy Bennett to attend training on February 8, and Mayor Kudrna attendance at the League of Nebraska Municipalities Mid Winter Conference on February 25 and February 26.

The P Street Box Culvert Plans were approved and JEO Consulting Group Inc. was authorized to receive bids on the project contingent upon obtaining right of way easements.

Discussion was held but no action was taken to approve the proposal from JEO Consulting Group Inc. for surveying of right of way for 19<sup>th</sup> Street on the west side of Auburn.

Public hearing was held to consider the proposed One & Six Year Road and Street Plan for the City of Auburn. Following the public hearing, the One & Six Year Road and Street Plan was approved by the passage and adoption of Resolution No. 3-13.

Discussion was held and public comment was heard but no action was taken on the proposal from JEO Consulting Group Inc. for engineering services for S Street paving and drainage improvements from Hwy 136 north to existing concrete paving in Glenrock Addition.

The survey to extend "S" Street south to the City Corporate limits was not presented at the meeting.

The report of unpaid water accounts was approved and authorization was given to certify said items to the Nemaha County Clerk by the passage and adoption of Resolution No. 1-13.

The report of unpaid sewer accounts was approved and authorization was given to certify said items to the Nemaha County Clerk by the passage and adoption of Resolution No. 2-13.

The City Council confirmed the reappointment of Dean Coulter and Doug Jones to the Board of Adjustment.

The City Council confirmed the appointment of Chuck Knipe to the Board of Public Works. When asked, the Mayor advised the City Council that Chuck Knipe will serve in the position created when Mark Kubik's term was completed and that he will continue to seek a candidate for the other position.

Reports were given by the following department heads: library, fire department, street department, and City Treasurer. A written report was provided by Eric Adams for the police department activity in December.

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

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

Sherry Heskett  
City Clerk

J. Scott Kudrna  
Mayor

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

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 January 14, 2013, 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 January 11, 2013. Mayor Scott Kudrna presided over the meeting. The City Clerk of the City of Auburn, Nemaha County, Nebraska, recorded the proceedings.

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

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

Council Member Holtzman moved to dispense with the reading of the December 10, 2012 and December 17, 2012, meetings' minutes and to approve the same as written. The foregoing motion was seconded by Council Member Shawn Clark and upon roll call vote, the following Council Members voted "YEA": Shawn Clark, Tom Clark, Holtzman, 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 Holtzman and upon roll call vote, the following Council Members voted "YEA": Tom Clark, Holtzman, Janssen, Jeanneret, Billings, and Shawn Clark. The following voted "NAY": No one. Motion: Carried.

The following claims were presented before the Council for ratification: American Family Life Assurance Co., Wh-200.60; Auburn State Bank, Paving Bond Payment-13,383.75; Auburn State Bank, CRA Loan Payments-25,170.81; Black Hills Energy, Ut-110.75; Board of Public Works, Ut-449.60; Five Nines Technology Group, Se-63.70; James Cain, DTR Project-3883.50; Linda Bantz, Se-329.00; Mark Harms, Ex-500.00; Nemaha County, Se-4166.67; Nemaha Valley Museum, DTR Projects-6745.42; Region V-SENDS, Se-325.00; Time Warner Cable, Se-244.12; Windstream, Ut-127.21; Wex Bank, Su-3093.28; American Recycling & Sanitation, Se-404.90; Black Hills Energy, Ut-89.01; Board of Public Works, Ut-2751.90; Five Nines Technology Group, Se-103.70; Linda Bantz, Se-329.00; Mark Harms, Ex-500.00; Nemaha County, Se-23,583.33; The Standard, Ins-363.76; Time Warner Cable, Ut-344.15; Verizon Wireless, Se-52.16; Windstream, Ut-184.01; Sirchie Finger Print Lab, replacement check-70.51. The following claims (not previously approved by motion or resolution) were presented: Captain Handy, Se-120.00; Acco, Se-9077.69; Action Technology Services Inc., Su-43.99; Amazon, Bk-249.25; American Library Association, Mem-175.00; Angelo Ligouri, Se-1819.50; Auburn Memorial Library Petty Cash, Su-83.85; Auburn Newspapers, Se-289.92; Auburn Plumbing, Htg. & AC Inc., Se-81.25; Auburn Public Schools, Lic-3362.50; Baker & Taylor, Bk-349.52; Board of Public Works, Maint-485.41; Concrete Industries Inc., Su-330.00; Eakes Office Plus, Su-45.28; Eggers Brothers Inc., Su-729.46; Emergency Medical Products Inc., Su-11.09; Five Nines Technology Group, Se-150.00; Glenn's Corner Market, Su-143.52; JEO Consulting Group Inc., Se-3335.00; Jones Automotive Inc., Se-2532.74; L. Wheeler, Reim-3.99; Lincoln Journal Star, Sub-158.80; Lynch's Hardware & Gifts, Su-50.90; Mellage Truck & Tractor, Re-205.32; Meyer-Earp Chevrolet, Se-46.00; Michael Todd & Co. Inc., Su-1058.20; NE State Historical Society, Mem-40.00; Nebraska Supreme Court, Ref-118.00; Nemaha County Clerk, Reim-Se-2073.68; Nemaha County Sheriff, Se-8627.50; OCLC Inc., Sub-50.88; OK Tire, Su-Se-1241.90; Card Services (Orscheln), Su-325.92; Petty Cash, Se-Su-262.77; Postmaster, Su-90.00; Raymond's Electric, Se-1142.23; Ricoh USA Inc., Se-Su-66.88; Rose Equipment Inc., Su-5760.80; Subway, Su-30.00; Sunmart, Su-34.99; Town & Country Vet Clinic, Se-135.00; Tri-State Office Products, Su-275.46; Wayne Schlange, Su-99.67; Xerox Corporation, Su-Se-290.93.

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 claim submitted by Captain Handy (Larry Holtzman) in the amount of \$120.00. The foregoing motion was seconded by Council Member Shawn Clark and upon roll call vote, the following voted "YEA": Janssen, Jeanneret, Billings,

Shawn Clark, and Tom Clark. The following voted "NAY": No one. Council Member Holtzman abstained from voting. Motion: Carried.

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

Approval was requested by Harry Bridgmon to attend recertification training associated with chemical applications on January 17, Fire Chief Randy Bennett to attend training on February 8, and Mayor Kudrna attendance at the League of Nebraska Municipalities Mid Winter Conference on February 25 and February 26. Council Member Holtzman moved to allow attendance at meetings/trainings as requested; Seconded by Council Member Janssen and upon roll call vote, the following Council Members voted "YEA": Jeanneret, Billings, Shawn Clark, Tom Clark, Holtzman, and Janssen. The following voted "NAY": No one. Motion: Carried.

Following discussion, Council Member Holtzman moved to approve the P Street Box Culvert Plans and authorize JEO Consulting Group Inc. to receive bids on the project contingent upon obtaining right of way easements. The foregoing motion was seconded by Council Member Janssen and upon roll call vote, the following Council Members voted "YEA": Billings, Shawn Clark, Tom Clark, Holtzman, Janssen, and Jeanneret. The following voted "NAY": No one. Motion: Carried.

Discussion was held but no action was taken to approve the proposal from JEO Consulting Group Inc. for surveying of right of way for 19<sup>th</sup> Street on the west side of Auburn

Public hearing was held to consider the proposed One Year & Six Year Road and Street Plan for the City of Auburn. Evan Wickersham with JEO Consulting Group Inc. presented the plan. The public hearing was closed. The following resolution was introduced by Council Member Holtzman, who moved its adoption, and seconded by Council Member Billings.

#### RESOLUTION NO. 3-13.

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

"WHEREAS, a public meeting was held on 14<sup>th</sup> day of January 2013, to present this plan and there were no objections to said plan;

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

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

Discussion was held and public comment was heard but no action was taken on the proposal from JEO Consulting Group Inc. for engineering services for S Street paving and drainage improvements from Hwy 136 north to existing concrete paving in Glenrock Addition.

The survey to extend "S" Street south to the City Corporate limits was not presented at the meeting.

Council Member Billings moved to approve the report of unpaid water accounts and certify said items to the Nemaha County Clerk by the passage and adoption of Resolution No. 1-13. The foregoing motion was seconded by Council Member Janssen and upon roll call vote, the following Council Members voted "YEA": Tom Clark, Holtzman, Janssen, Jeanneret, Billings,

and Shawn Clark. The following voted "NAY": No one. Motion: Carried. A true, correct and complete copy of said resolution is as follows:

**RESOLUTION NO. 1-13**

BE IT RESOLVED by the Mayor and City Council of the City of Auburn, as follows:

Pursuant to the provisions of Auburn City Code Section 51.028, as amended, and Nebraska Revised Statute Section 17-538, the City Council approves the unpaid and delinquent Water accounts from July 2012 through September 2012, now due and owing to the Board of Public Works, Auburn, Nebraska. The City Clerk shall certify said accounts to the Nemaha County Clerk to be filed as a lien against the below identified real estate and collected as a special tax in the manner provided by law.

- (1) Lonnie Haynes, 719 Central Avenue, Auburn, Nebraska, Howe & Nixon Addition to Auburn, Block 18, Lot 9 & Lot 10, Auburn, Nemaha County, Nebraska, in the amount of \$38.10;
- (2) VCGXT LLS, 715 11th Street, Auburn, Nebraska, Sage's Addition to Auburn, Block 15, Lot D, Auburn, Nemaha County, Nebraska, in the amount of \$38.10;
- (3) John Lindinger, 712 10th Street, Auburn, Nebraska, Howe & Nixon Addition to Auburn, Block 8, Lot 9, Auburn, Nemaha County, Nebraska, in the amount of \$38.10;
- (4) Matthew Martin, 701 "M" Street, Auburn, Nebraska, Sheridan Addition to Auburn, Block 31, N 92' Lot 5 & Lot 6, Auburn, Nemaha County, Nebraska, in the amount of \$55.23;
- (5) Betty Banks, 1202 11th Street, Auburn, Nebraska, Sheridan Addition to Auburn, Block 12, Lot 12, Auburn, Nemaha County, Nebraska, in the amount of \$31.32;
- (6) Roy & Jodi Heard, 1211 14th street, Auburn, Nebraska, Howe, Nixon & Wilson Addition to Auburn, Block 11, Lot 4, Auburn, Nemaha County, Nebraska, in the amount of \$ 38.10;
- (7) John Lindinger, 906 15th Street, Auburn, Nebraska, Howe & Nixon Addition to Auburn, Block 22, Lot 11, Auburn, Nemaha County, Nebraska, in the amount of \$38.10;
- (8) Edward E, Jarrett, 1807 "L" Street, Auburn, Nebraska, Howe, Nixon & Wilson Addition to Auburn, Block 26, S60' Lots 5 & 6, Auburn, Nemaha County, Nebraska, in the amount of \$38.10;
- (9) Dale Quinn, 1514 23rd Street, Auburn, Nebraska, Courthouse Addition to Auburn, Block 8, E. 1/2 of Lots 7 & 8, Auburn, Nemaha County, Nebraska, in the amount of \$50.70
- (10) John Lindinger, 2510 "O" Street, Auburn, Nebraska, Calvert Addition to Auburn, Block 19, Lot 3, Auburn, Nemaha County, Nebraska, in the amount of \$38.10; and,
- (11) Eugene Pegler, 1803 "P" Street, Auburn, Nebraska, Reed & Gilmore Addition to Auburn, Block 24, N. 33' Lot 10 & S 34' Lot 11, Auburn, Nemaha County, Nebraska, in the amount of \$42.30.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Auburn, Nebraska.

Council Member Shawn Clark moved to approve the report of unpaid sewer accounts and certify said items to the Nemaha County Clerk by the passage and adoption of Resolution No. 2-13. The foregoing motion was seconded by Council Member Holtzman and upon roll call vote, the following Council Members voted "YEA": Holtzman, Janssen, Jeanneret, Billings, Shawn Clark

and Tom Clark. The following voted "NAY": No one. Motion: Carried. A true, correct and complete copy of said resolution is as follows:

**RESOLUTION NO. 2-13**

BE IT RESOLVED by the Mayor and City Council of the City of Auburn, as follows:

Pursuant to the provisions of Auburn City Code Section 53.30, as amended, and Nebraska Revised Statute Section 17-925.01, the City Council approves the below stated unpaid and delinquent Sewer accounts from July 2012 through September 2012, now due and owing to the Board of Public Works, Auburn, Nebraska. The City Clerk shall certify said items to the Nemaha County Clerk to be filed as a lien against the below identified real estate and collected as a special tax in the manner provided by law.

(1) Lonnie Haynes, 719 Central Avenue, Auburn, Nebraska, Howe & Nixon Addition to Auburn, Block 18, Lots 9 & 10, Auburn, Nemaha County, Nebraska, in the amount of \$63.00;

(2) VCGXT LLS, 715 11<sup>th</sup> Street, Auburn, Nebraska, Sage's Addition to Auburn, Block 15, Lot D, Auburn, Nemaha County, Nebraska, in the amount of \$63.00;

(3) John Lindinger, 712 10<sup>th</sup> Street, Auburn, Nebraska, Howe & Nixon Addition to Auburn, Block 8, Lot 9, Auburn, Nemaha County, Nebraska, in the amount of \$63.00;

(4) Matthew Martin, 701 "M" Street, Auburn, Nebraska, Sheridan Addition to Auburn, Block 31, N. 92' Lots 5 & 6, Auburn, Nemaha County, Nebraska, in the amount of \$121.62;

(5) Betty Banks, 1202 11th Street, Auburn, Nebraska, Sheridan Addition to Auburn, Block 12, Lot 12, Auburn, Nemaha County, Nebraska, in the amount of \$45.30;

(6) Roy & Jodi Heard, 1211 14th Street, Auburn, Nebraska, Howe, Nixon & Wilson Addition to Auburn, Block 11, Lot 4, Auburn, Nemaha County, Nebraska, in the amount of \$63.00;

(7) John Lindinger, 906 15th Street, Auburn, Nebraska, Howe & Nixon Addition to Auburn, Block 22, Lot 11, Auburn, Nemaha County, Nebraska, in the amount of \$63.00;

(8) Edward E. Jarrett, 1807 "L" Street, Auburn, Nebraska, Howe, Nixon & Wilson Addition to Auburn, Block 26, S. 60' Lots 5 & 6, Auburn, Nemaha County, Nebraska, in the amount of \$63.00;

(9) Dale Quinn, 1514 23rd Street, Auburn, Nebraska, Courthouse Addition to Auburn, Block 8, E. 1/2 Lots 7 & 8, Auburn, Nemaha County, Nebraska, in the amount of \$127.74;

(10) John Lindinger, 2510 "O" Street, Auburn, Nebraska, Calvert Addition to Auburn, Block 19, Lot 3, Auburn, Nemaha County, Nebraska, in the amount of \$63.00; and,

(11) Eugene Pegler, 1803 "P" Street, Auburn, Nebraska, Reed & Gilmore Addition to Auburn, Block 24, N.33' of Lot 10 & S.34' of Lot 11, Auburn, Nemaha County, Nebraska, in the amount of \$72.00.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Auburn, Nebraska,

Mayor Kudrna reappointed Dean Coulter to the Board of Adjustment. Upon calling the roll, the following Council Members voted "YEA": Janssen, Jeanneret, Billings, Shawn Clark, Tom Clark, and Holtzman. The following voted "NAY": No one. Reappointment: Confirmed.

The Mayor reappointed Doug Jones to the Board of Adjustment. Upon calling the roll, the following Council Members voted "YEA": Jeanneret, Billings, Shawn Clark, Tom Clark, Holtzman, and Janssen. The following voted "NAY": No one. Reappointment: Confirmed.

Mayor Kudrna appointed Chuck Knipe to the Board of Public Works. Upon calling the roll, the following Council Members voted "YEA": Billings, Shawn Clark, Tom Clark, Holtzman, Janssen, and Jeanneret. The following voted "NAY": No one. Appointment: Confirmed. When asked, the Mayor advised the City Council that Chuck Knipe will serve in the position created when Mark Kubik's term was completed and that he will continue to seek a candidate for the other position.

Reports were given by the following department heads: library, fire department, street department, and City Treasurer. A written report was provided by Eric Adams for the police department activity in December.

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

There being no further business to come before the Mayor and Council, Council Member Holtzman moved for adjournment to meet at the call of the Mayor. Council Member Shawn Clark seconded the foregoing motion and upon roll call vote, the following Council Members voted "YEA": Shawn Clark, Tom Clark, Holtzman, Janssen, Jeanneret, and Billings. 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 January 14, 2013; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

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

AGENDA ITEM  
 NO 6

ACCOUNT TITLE	LAST REPORT ON HAND	RECEIVED	DISBURSED	BALANCE
GENERAL CHECKING	246,561.17	89,777.42	89,651.08	246,687.51
STREET CHECKING	12,092.06	36,267.47	25,703.61	22,655.92
STREET BOND/WARRANT CHECKING	8,110.90	41,440.91	5,381.25	44,170.56
TOTAL CHECKING:	266,764.13	167,485.80	120,735.94	313,513.99
TOTAL NSF A/R	.00	.00	.00	.00
TOTAL FIRE DEPT SINKING	33,947.15	.00	.00	33,947.15
TOTAL KENO OPER CHECKING:	.00	.00	.00	.00
TOTAL KENO RESERVE MMA:	13,217.36	2.05	2,540.82	10,678.59
TOTAL KENO CHECKING	46,632.06	7,601.49	1,222.00	53,011.55
TOTAL CDBG CHECKING	7,964.79	.00	.00	7,964.79
TOTAL CDBG ED MMA:	18,301.50	169.81	.00	18,471.31
TOTAL CDBG DTR REUSE	4,978.41	941.66	.00	5,920.07
TOTAL CDBG HD SAVINGS:	8,950.81	565.33	.00	9,516.14
TOTAL CRA CHECKING	450,778.73	12,501.41	.00	463,280.14
TOTAL CITY REC CHECKING	55,365.27	.00	.00	55,365.27
GENERAL CD #23810	75,000.00			75,000.00
GENERAL CD #24089	75,000.00			75,000.00
SPEC PROJECT CD #23925	75,320.45			75,320.45
GENERAL CD #23924	50,000.00			50,000.00
GENERAL CD #23926	50,000.00			50,000.00
GENERAL CD #23927	50,000.00			50,000.00
GENERAL CD #23928	50,000.00			50,000.00
TOTAL C.D.'S:	425,320.45	.00	.00	425,320.45
TOTAL CASH ON HAND:	1,332,220.66	189,267.55	124,498.76	1,396,989.45

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

ACCOUNTS PAYABLE ACTIVITY  
CLAIMS REPORT

AGENDA ITEM

NO 7

VENDOR NAME	REFERENCE	
	GENERAL FUND	
	ADMIN	
REGION V-SENDS	DECEMBER CLEANING	135.00
TERRY FULTON	FINAL PAY 2012 INFILL HOUSING	5,000.00
TIME WARNER CABLE	ACCT# 8347 10 022 0053329	207.63
		=====
	ADMIN	5,342.63
	POLICE DEPARTMENT	
WEX BANK	FUEL	858.65
		=====
	POLICE DEPARTMENT	858.65
	FIRE DEPARTMENT	
BLACK HILLS ENERGY	ACCT # 1240 4130 01	127.73
WEX BANK	FUEL	47.53
		=====
	FIRE DEPARTMENT	175.26
	PARK DEPARTMENT	
NE DEPT. OF REVENUE	FORM 10 JAN-DEC 2012-12 REC C	376.42
WEX BANK	FUEL	60.12
		=====
	PARK DEPARTMENT	436.54
	SR. CENTER DEPARTMENT	
REGION V-SENDS	DECEMBER CLEANING	190.00
		=====
	SR. CENTER DEPARTMENT	190.00
	LIBRARY DEPARTMENT	
NE DEPT. OF REVENUE	FORM 10 JAN-DEC 2012-12 LIBRAR	57.86
		=====
	LIBRARY DEPARTMENT	57.86
	POOL DEPARTMENT	
TIME WARNER CABLE	ACCT# 8347 10 022 0053337	2.07
		=====
	POOL DEPARTMENT	2.07
		=====
	GENERAL FUND	7,063.01
	STREET FUND	
	ADMIN	

CITY OF AUBURN  
 ACCOUNTS PAYABLE ACTIVITY  
 CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL
TIME WARNER CABLE	ACCT# 8347 10 022 0053352	1.85
VERIZON WIRELESS	ACCT# 383064839	51.95
WEX BANK	FUEL	1,742.61
	ADMIN	1,796.41
	STREET FUND	1,796.41
	STREET BOND/WARRANT FUND	
	ADMIN	
AUBURN STATE BANK	INT PAYMENT BONDS DATED 9-1-09	5,381.25
	ADMIN	5,381.25
	STREET BOND/WARRANT FUND	5,381.25
	KENO FUND	
	KENO BETTERMENT	
NE DEPT. OF REVENUE	FORM 51C OCT-DEC 2012	1,222.00
	KENO BETTERMENT	1,222.00
	KENO FUND	1,222.00
**** PAID TOTAL ****		15,462.67
***** REPORT TOTAL *****		15,462.67

AGENDA ITEM  
 NO 7

VENDOR NAME	REFERENCE	
	GENERAL FUND	
	ADMIN	
CAPTAIN HANDY	SNOW REMOVAL	20.00
	ADMIN	20.00
	SR. CENTER DEPARTMENT	
CAPTAIN HANDY	SNOW REMOVAL	20.00
	SR. CENTER DEPARTMENT	20.00
	LIBRARY DEPARTMENT	
CAPTAIN HANDY	SNOW REMOVAL	40.00
	LIBRARY DEPARTMENT	40.00
	GENERAL FUND	80.00
	STREET FUND	
	ADMIN	
CAPTAIN HANDY	SNOW REMOVAL PRKG LOT ON CENTR	40.00
	ADMIN	40.00
	STREET FUND	40.00
**** PAID	TOTAL ****	120.00
***** REPORT TOTAL *****		120.00

VENDOR NAME	REFERENCE	AGENDA ITEM NO
-----		
	GENERAL FUND	7
	ADMIN	
AFLAC	GEN AFLAC WITHHOLDING	73.80
AMERICAN RECYCLING SANITATION	COMMERCIAL RL SERVICE	145.00
BOARD OF PUBLIC WORKS	ELECTRIC	3,528.38
THE STANDARD	POLICY #00 140489 0001	70.89
		=====
	ADMIN	3,818.07
	POLICE DEPARTMENT	
NEMAHA COUNTY	LAW ENFORCEMENT	23,583.33
THE STANDARD		101.13
WINDSTREAM NEBRASKA INC	PHONE	127.26
WEX BANK	FUEL EXPENSE	48.63
		=====
	POLICE DEPARTMENT	23,860.35
	FIRE DEPARTMENT	
BOARD OF PUBLIC WORKS	ELECTRIC #14003500.00	1,282.12
THE STANDARD		126.95
TIME WARNER CABLE	PHONE	88.83
WEX BANK	FUEL EXPENSE	10.00
		=====
	FIRE DEPARTMENT	1,507.90
	PARK DEPARTMENT	
BOARD OF PUBLIC WORKS	ELECTRIC # 20010703.00	871.87
TIME WARNER CABLE	PHONE	29.95
WEX BANK	FUEL EXPENSE	58.46
		=====
	PARK DEPARTMENT	960.28
	SR. CENTER DEPARTMENT	
BOARD OF PUBLIC WORKS	ELECTRIC	742.12
		=====
	SR. CENTER DEPARTMENT	742.12
	LIBRARY DEPARTMENT	
BOARD OF PUBLIC WORKS	ELECTRIC #15003000.00	1,732.46
FIVE NINES TECHNOLOGY GROUP	LOCAL BACKUP AGREEMENT	40.00
LINDA BANTZ	JANUARY CLEANING	329.00
THE STANDARD		20.95
WINDSTREAM NEBRASKA INC	PHONE	45.18
		=====
	LIBRARY DEPARTMENT	2,167.59
	POOL DEPARTMENT	

VENDOR NAME	REFERENCE	VENDOR TOTAL
BOARD OF PUBLIC WORKS	ELECTRIC #20013905.00	644.26
		=====
	POOL DEPARTMENT	644.26
		=====
	GENERAL FUND	33,700.57
	STREET FUND	
	ADMIN	
BLACK HILLS ENERGY	ACCT#6074 7283 43	168.76
BOARD OF PUBLIC WORKS	ELECTRIC #17002505.00	2,613.79
MARK HARMS	USE OF PROPERTY	500.00
THE STANDARD		43.84
WEX BANK	FUEL EXPENSE	1,452.40
		=====
	ADMIN	4,778.79
		=====
	STREET FUND	4,778.79
**** PAID TOTAL ****		38,479.36
		=====
***** REPORT TOTAL *****		38,479.36
		=====

ACCOUNTS PAYABLE ACTIVITY  
 CLAIMS REPORT

AGENDA ITEM

NO 7

VENDOR NAME

REFERENCE

GENERAL FUND

ADMIN

AMERICAN LEGAL PUBLISHING	INTERNET RENEWAL 2/26/13-2/26/	275.63
AUBURN NEWSPAPERS	1/10 CAT/DOG NOTICE	491.78
BOARD OF PUBLIC WORKS	PENSION 414 ADMIN	58.58
EAKES OFFICE PLUS	CPC PAPER, COPY, LTR, WHITE	134.83
FIRST NATIONAL BANK OMAHA	NE SECRETARY OF STATE	925.29
FIVE NINES TECHNOLOGY GROUP	SYSTEM ENGINEER	177.50
GENERAL FIRE AND SAFETY EQUIPM	FIRE EXT HYDROTEST 5 LB	202.30
GLENN'S CORNER MARKET	PAPER TOWELS	229.40
NEMAHA COUNTY CLERK	2012 GENERAL ELECTION COSTS	274.71
CARD SERVICES	2 BATTERIES	211.36
SOUTHEAST AREA CLERK'S ASSOC.	2013 DUES	10.00
TRI-STATE OFFICE PRODUCTS	INK	584.74
XEROX CORPORATION	FEB CHGS	291.26

=====  
 3,867.38

ADMIN

POLICE DEPARTMENT

BOARD OF PUBLIC WORKS	PENSION 457 ADMIN	131.63
-----------------------	-------------------	--------

=====  
 131.63

POLICE DEPARTMENT

FIRE DEPARTMENT

IAFC	DUES	204.00
NEBRASKA FIRE CHIEFS ASSOC.	RANDY BENNETT	60.00
NEMAHA VALLEY MUTUAL AID	2013 DUES	100.00
CARD SERVICES	TRASH BAGS	8.99

=====  
 372.99

FIRE DEPARTMENT

PARK DEPARTMENT

BOARD OF PUBLIC WORKS	PENSION 414 ADMIN	29.29
EGGERS BROTHERS INC	ANTIFREEZE, COUPLINGS	50.00
GLENN'S CORNER MARKET	PAPER TOWELS	116.00
SACK LUMBER COMPANY	TRIM COVERS, ROLLER, PAINT LINER	62.44

=====  
 257.73

PARK DEPARTMENT

SR. CENTER DEPARTMENT

GENERAL FIRE AND SAFETY EQUIPM	FIRE EST HYDROTEST 5 LB	144.15
LYNCH'S HARDWARE & GIFTS	3 KEYS	5.07
CARD SERVICES	LIGHT BULBS	27.38
NEBRASKA ASSIGNED RISK POOL	WORK COMP EARNED PREMIUM	14.00

=====  
 190.60

SR. CENTER DEPARTMENT

LIBRARY DEPARTMENT

VENDOR NAME	REFERENCE	VENDOR TOTAL
AMAZON	SECRET OF THE GREEN ENGINE	605.04
AUBURN MEM. LIBRARY PETTY CASH	1/3 ILL	71.70
AUBURN PLUMBING,HTG & AC INC.	HVAC SERICE CALL 12-27-12	150.00
BAKER & TAYLOR	BLACK BOX	217.04
BOARD OF PUBLIC WORKS	PENSION 457 ADMIN	131.63
BOOK SERVICES	PILSBURY ANNUAL RECIPES 2013	31.98
DEMCO	BINDERS,BOOK COVERS	343.43
FOLLETT SOFTWARE COMPANY	SNG SITE LM LIC SUPPORT RENEW	829.00
LYNCH'S HARDWARE & GIFTS	LIGHT BULBS	155.88
OCLC INC	MONTHLY SUBSCRIPTION	50.44
ORIENTAL TRADING CO. INC.	EYES, SHAPES, CALENDAR	30.99
CARD SERVICES	BULB SHOPLIGHT	46.90
	LIBRARY DEPARTMENT	2,664.03
	POOL DEPARTMENT	
AUBURN NEWSPAPERS	1/17 POOL APPS	32.00
SACK LUMBER COMPANY	KEY,ENTRY LEVER	73.99
	POOL DEPARTMENT	105.99
	GENERAL FUND	7,590.35
	STREET FUND	
	ADMIN	
AUBURN NEWSPAPERS	1/3 NOTICE OF SIX YEAR RD PLAN	7.11
BOARD OF PUBLIC WORKS	PENSION 457 ADMIN	204.67
BOBCAT OF OMAHA	TOOL, NA FLOOR	350.53
EGGERS BROTHERS INC	25# ABSORBANT	26.07
FILTER CARE	FOAM SLEEVE FOR FILTER CLEANED	22.95
HARRY BRIDGMON	2013 CROP PRODUCTION CLINIC	60.00
JEO CONSULTING GROUP INC.	COURTHOUSE AVE IMPR	500.00
LYNCH'S HARDWARE & GIFTS	2 SIGNS	7.98
MICHAEL TODD & CO. INC.	30" WHT/RED HI/AL STOP	1,058.20
NEBRASKA ENVIRONMENTAL PRODUCT	GUTTER BROOM ELGIN OT 21WPH	500.00
OK TIRE	TIRE REPAIR	40.00
CARD SERVICES	SHOPLITE	255.20
STUTHEIT IMPLEMENT CO.	36' BAR 3/8"	85.79
TOM'S RADIATOR SERVICES	REPAIR OIL COOLER	185.00
	ADMIN	3,303.50
	STREET FUND	3,303.50
	CDBG GRANT FUND	
	REUSE ED	
SOUTHEAST NE DEVELOPMENT DIST.	REUSE ED ADMIN ENDING 12-31-12	406.30

VENDOR NAME	REFERENCE	VENDOR TOTAL
		=====
	REUSE ED	406.30
		=====
	CDBG GRANT FUND	406.30
		=====
**** PAID TOTAL ****		11,300.15
		=====
***** REPORT TOTAL *****		11,300.15
		=====

AGENDA ITEM  
NO 8

***Auburn Memorial Library***

---

**February 2013**

Request for workshop attendance:

Storytime workshop – March 8<sup>th</sup>. Would like to send one staff member.  
Reimbursement would be for mileage and lunch.



# Free, Full-day Workshop!

## Sensory Friendly Storytimes: Serving Children with Special Needs

**Sump Memorial Library, Papillion, NE**

**Friday, March 8 8:00am - 4:30pm**

**E-mail only registration by March 4,  
2013 [cathytmcmahon@gmail.com](mailto:cathytmcmahon@gmail.com)**

Families of children with special needs may be reluctant to attend traditional storytimes. Offering a Sensory Friendly Storytime is a powerful way of including ALL families in your programming. Learn how to facilitate a Sensory Friendly Storytime.

- Be able to recognize prevalence, symptoms, and techniques used for common childhood diagnoses.
- Gain a basic knowledge of characteristics of children with Autism Spectrum Disorder, Down syndrome and developmental delays and receive simple tips for working with young children with special needs.
- Recognize common behavioral disorders in young children and their symptoms and how to address these behaviors as they occur in storytime.
- Learn to interact with parents and caregivers of children with special needs.
- Learn how to use manipulatives and external supports (cubes, reading cushions, fidgets) for children attending a Sensory Friendly Storytime.

**Bring your lunch or visit Papillion's local restaurants!**

**This project was supported in part by state aid funding appropriated by the Nebraska Legislature, granted and administered by the Nebraska Library Commission.**



222 N. Jefferson St  
Papillion, NE 68046

(402) 597-2040  
[www.sumplibrary.org](http://www.sumplibrary.org)



Permission to attend -- Pam Allison, Municipal Tree Board Member

## Registration Form

Eastern Tree Care Workshops  
Register by March 1

Late registrants, contact Graham Herbst at  
gherbst2@unl.edu or 402.444.7875

Name: Pam Allison  
Mailing Address: \_\_\_\_\_  
City, state, zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
(to be used only for updates and NFS mailings)  
Employer/Business: \_\_\_\_\_

At this location:

- March 7 in Norfolk  
 March 12 in Omaha  
 March 14 in Lincoln

Register online at: [nfs.unl.edu/treecare.asp](http://nfs.unl.edu/treecare.asp)

Visa  MasterCard  
Cardholder's Name \_\_\_\_\_  
Card Number \_\_\_\_\_  
Expiration Date \_\_\_\_\_ CVS Code \_\_\_\_\_ (back of card)

Fax registrations to: 402.472.2946

Other payment methods: Cash (at registration desk),  
Cost Object (University Department), Interagency  
Billing Transactions (State of Nebraska agencies)

By check. Make checks payable to University of  
Nebraska-Lincoln. Mail with registration form to:  
Nebraska Maps & More Store, 101 Hardin Hall  
Lincoln, NE 68583-0961

For registration questions, contact  
Nebraska Maps & More 402.472.3471

## Join the Nebraska Forest Service for Tree Care Workshops!

Developed specifically for public works employees, landscape managers, tree board volunteers, arborists, nursery and green industry professionals and landscape enthusiasts, these workshops cover emerging issues in tree and landscape care.

Participants can earn CEUs from the International Society of Arboriculture and Nebraska Arborists Association. For more information contact Graham Herbst at 402.444.7875, gherbst2@unl.edu



### REGISTRATION

Registration is \$45 (lunch included).

For discount, please specify:  
 Free for ReTree Nebraska Ambassadors  
\$5 discount per workshop for:

- Students
- Master gardeners
- Tree board volunteers
- NSA, Inc. curators
- NAA, NNLA and ISA members

Late registrants, contact Graham Herbst at  
gherbst2@unl.edu or 402.444.7875

## 2013 Tree Care Workshops

9-10:00 REGISTRATION / COFFEE WITH  
A FORESTER / TREE ID QUIZ

Nebraska Forest Service Staff

Bring your questions about challenges affecting trees and landscapes.

10:00 WELCOME & INTRODUCTIONS

10:15-11 DEALING WITH DROUGHT

Herbst, Fech, Browning, Evertson

Understanding how trees function allows you to better care for them during periods of drought.



11:00 QUESTION & ANSWER PANEL

Understand how drought impacts your landscape and develop strategies for coping with it. Three short presentations followed by question & answer session.

Trees, Graham Herbst

Turf, John Fech & Sarah Browning

Landscapes, Justin Evertson

12:00 LUNCH

1-1:30 INSECT & DISEASE ISSUES

FOLLOWING DROUGHT, Mark Harrell

Pest problems are often intensified by prolonged drought; learn how to differentiate pest and disease problems.

1-30 TREE SELECTION ON THE DRY

PRAIRIE, Bob Herrickson

Recommendations for tree selection, along with design recommendations for healthy, long-lived landscapes.

2:30 EMERALD ASH BORER UPDATE

Jeff Marker

Resources and updates on the threat of emerald ash borer.

3:30 TREE ID PRIZES AND WRAP-UP

Also in spring: Tree Pest Detector  
Workshops for Emerald Ash Borer and  
Thousand Cankers Disease

For more information, contact  
Mark Harrell at 402.472.6635

mharrell2@unl.edu

AGENDA ITEM

NO

8

## ITEM FOR FEBRUARY 11TH CITY COUNCIL MEETING

On July 4th, the Auburn Eagles and Fire Department would like to set off a public fireworks display at the Auburn High School.

In event of inclement weather, the fireworks display would be held on Saturday, July 6th.

The display will be similar to the last several years, with fireworks set off on both City and District 29 Schools property. Public seating will be on school practice fields and the city park area east of the ball fields. The display will not impact any landscaping in the area.

The display is insured through our distributor, Premier Pyrotechnics.

Our request is at this early date in order to take advantage of a 10% discount on our fireworks purchase for advance orders.

We would like this request discussed at the February 11th City Council Meeting.

Thank you for your time,

Lee Conner



2-1-13

I Mel Greenwade DBA Greenwade TRELSA  
request opportunity to meet w/ city  
council meeting Feb 11-2013

Subject in regard Liguori Law  
suit against me for work done (tree  
trimming) authorized by city of Aub  
to Ryan Baltensperger to move  
house for Dave Pieters for  
which I was contracted trim trees  
for clearance width x height  
counting limb does not give  
clearance

why am I being sued by a  
public funded official for person profit  
especially as Ryan was authorized  
by City of Auburn Thank you  
Verry much  
Mel

RESOLUTION NO. 4-13  
Of  
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A Resolution for approval of extending "S" Street south to the Corporate City Limits.

**WHEREAS**, on October 8, 2012, the City Council authorized a survey be prepared to extend "S" Street south to the Corporate City Limits;

**WHEREAS**, on or about January 22, 2013, Thomas B. Catlett, a registered Nebraska Land Surveyor, submitted said survey of the "S" Street extension entitled: "S" Street Extension Exhibit a Part of Vacated Railroad Street and a Portion of Part of the Vacated Burlington Northern Railroad Right-of-way in Calvert Addition to the City of Auburn, Nemaha County, Nebraska;

**WHEREAS**, the above identified survey has been reviewed and approved by an agent of the Board of Public Works, the City Zoning Commissioner, and the Chairman of the Planning Commission;

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

1. That said survey entitled: "S" Street Extension Exhibit a Part of Vacated Railroad Street and a Portion of Part of the Vacated Burlington Northern Railroad Right-of-way in Calvert Addition to the City of Auburn, Nemaha County, Nebraska, is hereby accepted, approved and adopted;

2. That "S" Street is hereby extended south to the Corporate City Limit as shown in the survey approved herein;

3. That said survey shall be filed with the City Clerk, County Clerk, and a copy of said survey shall be submitted to JEO Consulting Group, Inc.

PASSED and APPROVED, this 11<sup>th</sup> day of February, 2013.

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

ATTEST:

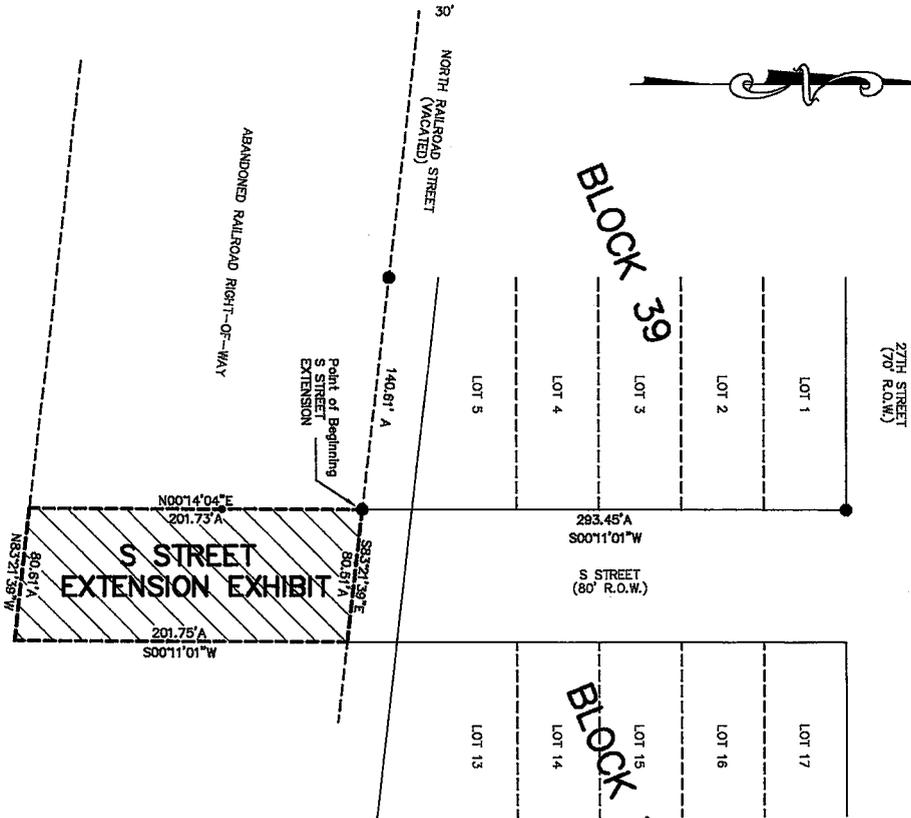
Sherry Heskett, Municipal Clerk  
of the City of Auburn, Nebraska

(Seal)

**Exhibit "A"**

Six (6) City Park Metal Picnic Tables.

**S STREET EXTENSION EXHIBIT  
A PART OF  
VACATED S STREET AND VACATED RAILROAD STREET AND  
A PORTION OF PART OF THE VACATED BURLINGTON  
NORTHERN RAILROAD RIGHT-OF-WAY IN CALVERT ADDITION  
TO THE CITY OF AUBURN, NEMAHHA COUNTY, NEBRASKA**



**LEGAL DESCRIPTION: S STREET EXTENSION**  
 A TRACT OF LAND OUT OF AND A PART OF THE VACATED BURLINGTON NORTHERN RAILROAD RIGHT OF WAY IN CALVERT ADDITION TO THE CITY OF AUBURN, NEMAHHA COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

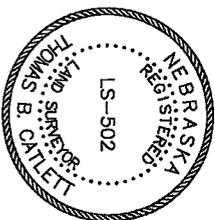
COMMENCING AT THE NORTHEAST CORNER OF BLOCK 39, CALVERT ADDITION TO THE CITY OF AUBURN, THENCE S00°11'01"W AND ALONG THE EAST LINE OF SAID BLOCK 39 A DISTANCE OF 293.45 FEET TO THE NORTH LINE OF THE SAID VACATED RAILROAD RIGHT OF WAY AND THE POINT OF BEGINNING;  
 THENCE S83°21'18"E A DISTANCE OF 80.81 FEET; ALONG SAID VACATED RIGHT OF WAY  
 THENCE S00°11'01"W A DISTANCE OF 201.75 FEET; TO THE SOUTH LINE OF SAID VACATED RIGHT OF WAY  
 THENCE N83°21'18"W A DISTANCE OF 80.81 FEET; ALONG SAID VACATED RIGHT OF WAY  
 THENCE N00°14'04"E A DISTANCE OF 201.73 FEET TO THE NORTH LINE OF SAID VACATED RIGHT OF WAY AND THE POINT OF BEGINNING, CONTAINING 0.37 AC., SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**LAND SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THIS PLAT MAP, SURVEY, OR REPORT WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

DATE: 1/22/2013

THOMAS B. CALVERT LS - 502



LEGEND	
o	SET SURVEY POINT AS INDICATED
o	FOUND SURVEY POINT AS INDICATED
+	FOUND SECTION CORNER
+	FOUND QUARTER CORNER
+	FOUND CENTER CORNER
o	CONCRETE TYPE PIPE
o	WOODEN TYPE PIPE
o	STAIN IRON T. HOLE
A	ACTUAL DISTANCE
P	PLAT DISTANCE
R	RECORDED DISTANCE
---	BOUNDARY LINE
---	SEMI BOUNDARY LINE
---	EXISTING WATERLINE
---	EXISTING PROPERTY LINE
---	WATER AS INDICATED
---	PROFESSIONAL AS INDICATED
---	WATER WAVE
---	WATER WAVE
---	TRAFFIC SIGN
---	UTILITY POLE
---	6 IN. WAVE
---	6 IN. WAVE
---	CHANGED BEARING/DISTANCE
---	ROAD-ROCKS OR DRIVE
---	PROCKET BRONCH MARK
---	IRON
---	BRONZE
---	OVERHEAD UTILITY
---	OVERHEAD UTILITY
---	BRONZED GAS LINE

Catlett Surveying Inc

7331 SOUTH 28TH  
Lincoln, NE 68516

AGENDA ITEM  
NO 11

# Invoice

Date	Invoice #
1/28/2013	S STREET1

Bill To
CITY OF AUBURN 1101 J STREET AUBURN, NE 68305

Ship To
ANGELO LIGOURI PO BOX 99 AUBURN, NE 68305

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			1/28/2013			

Quantity	Item Code	Description	Price Each	Amount
1	Surveying	Surveying SERVICES AS REQUESTED BY CITY ATTORNEY S STREET EXTENSION EXHIBIT DRAWING	300.00	300.00

Thank you for your business.	<b>Total</b>	\$300.00
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Resolution

Authorizing Chief Elected Official to Execute Housing Implementation Contract and  
Lead Paint Hazard Clearance Examination Contract  
Between SENDD & City of Auburn  
For 12- HO-6044

WHEREAS, the City of Auburn, Nebraska, as an eligible unit of general purpose government has been awarded by the Nebraska Department of Economic Development, a CDBG Grant Contract #12-HO-6044 in the amount of \$224,868; and, said grant budget identified funds for the potential of contracting project implementation/special services support;

WHEREAS, the City of Auburn, Nebraska will find it in its best interest to enter into a contract not to exceed \$21,854 for Housing Rehabilitation Management Services and also a contract for \$10,500 for Lead Paint Hazard Screening and Clearance Exams with SENDD for such project coordination/implementation/special services, and SENDD has the capacity to provide such services; and

NOW, THEREFORE, BE IT RESOLED, the City Council of the City of Auburn, Nebraska, hereby directs and authorizes the Mayor of the City of Auburn, Nebraska to proceed with the execution of said contracts with SENDD for an amount based on costs incurred not to exceed \$21,854 and \$10,500 for Owner Occupied Homeowners Rehabilitation Project Implementation/Special Services for this project.

Passed and approved this 11th day of February, 2013.

---

Scott Kudrna, Mayor of Auburn

ATTEST:

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Sherry Heskett, City Clerk of Auburn

**PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF AUBURN, NEBRASKA  
and  
THE SOUTHEAST NEBRASKA DEVELOPMENTDISTRICT (SEND D)  
"Lead Paint Hazards- Screen and Clearance Examinations"**

This Contract is entered into and between the City of Auburn, Nebraska (hereinafter referred to as the City) and Southeast Nebraska Development District (hereinafter referred to as SEND D). For the consideration stated herein, the City and SEND D do mutually agree as follows:

**Article 1.0 Scope of Services**

SEND D shall, in a satisfactory and proper manner, perform the following Lead Paint Hazards-Screen and/or Clearance Examination as required for each unit in conjunction with the implementation of a Citywide Housing Rehabilitation Program as part of CDBG #12-HO-6044:

**A. Lead Hazard Screen**

1. For project applications approved by the City where paint will not be disturbed, SEND D shall perform the following review:
  - a. Collect background information regarding the physical characteristics of the dwelling and occupant use patterns.
  - b. Perform a visual inspection of the dwelling to determine if any deteriorated paint is present and locate at least two (2) dust sampling locations.
  - c. Test for the presence of lead on deteriorated paint surfaces determined to be in "poor" condition and having a distinct paint history.
  - d. Collect a minimum of two (2) composite dust samples from floors and window sills in rooms where one or more children six years of age or under are most likely to come in contact with dust.
  - e. Submit the dust samples to an approved laboratory for analysis to determine if they contain detectable levels of lead that can be quantified numerically.
  - f. Prepare a lead hazard screen report in compliance with State and federal requirements and provide copies of all documents to the City Program and the homeowner.
  - g. Make a determination as to whether the property "passes" or "fails" the lead hazard screen and make recommendations for corrective action, if necessary

**B. Clearance Examination**

1. For project applications approved by the City for housing rehabilitation work activities SEND D shall perform the following review after the unit has been cleaned for clearance:
  - a. Perform a visual inspection to determine if deteriorated painted surfaces and/or visible amounts of dust, debris or residue are still present.
  - b. Collect single-surface dust samples from floors, window sills and window troughs according to documented methodologies.
  - c. Submit the dust samples to an approved laboratory for analysis to determine if they

- contain detectable levels of lead that can be quantified numerically.
- d. Prepare a clearance examination report in compliance with State and federal requirements and provide copies of all documents to the City
  - e. Make a determination as to whether the property "passes" or "fails" the clearance examination and make recommendations for corrective action if necessary.

**Article 2.0 Time of Performance**

The services of SENDD shall commence on February 11, 2013 and shall end upon program completion.

**Article 3.0 Conditions of Payments**

**3.1 Compensation Procedures**

For purposes of this Contract, the cost for performing the services outlined in Article 1.0 of this Contract shall be provided to THE CITY on an actual cost incurred basis up to a maximum total of \$10,500.00. The City agrees to pay SENDD for costs incurred within a reasonable period of time following presentation of an accounting of incurred expenses.

**3.2 Accountability**

SENDD shall document the expenditure of such funds in accomplishing the services outlined in Article 1.0 in accordance with the purposes and conditions of this contract.

**Article 4.0 Changes/ Amendments**

THE CITY or SENDD may, from time to time, request changes in the Scope of Services of SENDD to be performed hereunder. Such changes, including any increase or decrease in the amount of SENDD's compensation which are mutually agreed upon by and between THE CITY and SENDD, shall be incorporated into this document as written amendments and attached to this Contract.

**Article 5.0 Personnel**

5.1 SENDD represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract.

5.2 All of the services required hereunder will be performed by SENDD and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

**Article 6.0 Assignability**

SENDD shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of THE CITY.

**Article 7.0 Reports and Information**

SENDD, at such times and in such forms as THE CITY may require, shall furnish THE CITY such periodic reports as it may request pertaining to the work services undertaken pursuant to this Contract and any other matters covered by this Contract.

**Article 8.0 Records and Audits**

SENDD shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by THE CITY to assure proper accounting for all project

funds, both Federal and non-Federal shares. THE CITY and other authorized representatives of the State and Federal governments shall have access to any books, documents, papers, and records of SENDD which are directly pertinent to the Contract for the purposes of making audit, examination, excerpts, and transcriptions.

**Article 9.0 Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by SENDD under this Contract are confidential and SENDD agrees that they shall not be made available to any individual or organization without the prior approval of THE CITY, except as may be otherwise required in any audit and monitoring activity.

**Article 10.0 Copyright**

No plans, reports or other documents produced in whole or in part under this Contract shall be the subject of application for copyright by or on behalf of SENDD

**Article 11.0 Compliance with Local Laws**

SENDD shall comply with all applicable laws, ordinances and codes of the State and local government.

**Article 12.0. Equal Employment Opportunity.** During the performance of this Contract, the SENDD agrees as follows:

- a. The SENDD will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The SENDD will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The SENDD agrees to post in conspicuous places available to employees and applicants for employment, notices provided by the CITY which set forth the provisions of this nondiscrimination clause.
- b. The SENDD will, in all solicitations or advertisements for employees placed by or on behalf of the SENDD, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The SENDD will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The SENDD will comply with all provisions of Executive Order 11246 of September 24, 1965, and rules, regulations and relevant orders of the Secretary of Labor.
- e. The SENDD will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto and will permit access to its books, records and accounts by the Nebraska Department of Economic Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the SENDD's non-compliance with the equal opportunity clauses of this Contract or with any such rules, regulations or orders, this Contract may be

canceled, terminated, or suspended in whole or in part and the **SEND** may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The **SEND** will include the provisions of paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The **SEND** will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however that, in the event the **SEND** becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such directive by the CITY, the **SEND** may request the United States to enter into such litigation to protect the interests of the United States.

**Article 13.0 Civil Rights Act of 1964**

The **SEND** will comply with Title VI of the Civil Rights Act of 1964, which states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving Federal financial assistance.

**Article 14.0 Section 109 of the Housing and Community Development Act of 1974**

The **SEND** will take such steps as may be deemed necessary to comply with this requirement which states that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity funded in whole or in part with funds made available under this title.

**Article 15.0 "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

In entering into this Contract, the **SEND** recognizes that the work to be performed under said Contract is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and as such is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Furthermore, the **SEND** recognizes that Section 3 requires that, to the greatest extent feasible, opportunities for training and employment are to be given lower-income residents of the project area and contracts for work in connection with the project are to be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project. In recognition of the requirements under Section 3, the **SEND** does agree as follows:

- a. The **SEND** will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the U.S. Department of Housing and Urban Development as set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The **SEND** certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
- b. The **SEND** will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of its

commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- c. The **SEND** will include the Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the **CITY**, take appropriate action pursuant to said subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of the U.S. Department of Housing and Urban Development, 24 CFR Part 135. The **SEND** will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- d. In entering into this Contract, the **SEND** recognizes that compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the U.S. Department of Housing and Urban Development issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns and that failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR Part 135.

**Article 16.0 Age Discrimination Act of 1975**

The **SEND** shall comply with the Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits or be subjected to discrimination on the basis of age under any program or activity receiving Federal funding assistance.

**Article 17.0 Section 504 of the Rehabilitation Act of 1974**

The **SEND** shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation, including employment, denied program benefits or subjected to discrimination under any program or activity receiving Federal assistance funds.

**Article 18.0 Interest of SEND and Employees**

**SEND** covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area of any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. **SEND** further covenants that in the performance of this Contract no person having any such interest shall be employed.

**Article 19.0 Termination of Contract for Cause**

If, through any cause, **SEND** shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if **SEND** shall violate any of the covenants, agreements, or stipulations of this Contract, THE CITY shall thereupon have the right to terminate said Contract by giving written notice to **SEND** of such termination and specifying the effective date thereof at least five (5) business days before the effective date of such termination. In such event, all finished or

unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by SENDD under this Contract shall, at the option of THE CITY, become its property and SENDD shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**Article 20.0 Termination for Other Grounds**

This contract may also be terminated in whole or in part:

1. By THE CITY, with the consent of SENDD, or by SENDD with the consent of THE CITY, in which case the two parties shall devise by mutual agreement the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
  
2. In the event THE CITY fails to pay SENDD promptly, or within sixty (60) days after invoices are rendered, THE CITY agrees that SENDD shall have the right to consider said default a breach of this agreement and the duties of SENDD under this agreement terminated. In such an event, THE CITY shall then promptly pay SENDD for all services performed and all allowable expenses incurred.

All records will be retained for ten (10) years after the expiration of this Contract unless permission to destroy them is granted by THE CITY or the State.

**IN WITNESS WHEREOF**, the parties have executed this Contract, as of the date **first above written in Article 2.0.**

**SOUTHEAST NEBRASKA  
DEVELOPMENT DISTRICT**

**CITY OF AUBURN, NEBRASKA**

By: \_\_\_\_\_  
David R. Taladay Executive Director

By: \_\_\_\_\_  
Scott Kudrna, Mayor

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

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

CITY OF AUBURN, NEBRASKA  
CDBG PROGRAM GRANT NO. 12-HO-6044

HOUSING REHABILITATION MANAGEMENT SERVICES CONTRACT  
WITH  
SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT

THIS CONTRACT, entered into this 11<sup>th</sup> day of February, 2013, by and between the CITY OF AUBURN, NEBRASKA, (*hereinafter referred to as the CITY*), and the SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT, (*hereinafter referred to as the DISTRICT*).

For the consideration stated herein, the CITY and DISTRICT do mutually agree as follows:

**I. Scope of Work and Services**

The Scope of Work contained in this Contract provides the basic work elements to be completed by the DISTRICT for the CITY resulting in the successful completion of a Citywide Housing Rehabilitation Program as awarded under CDBG #12-HO-6044. The services rendered under this Scope of Work shall be undertaken in such a manner as to be in compliance with the rules and regulations of the Nebraska Department of Economic Development and the CITY. The Scope of Work shall contain the following components:

**A. Advertisement of the Housing Rehabilitation Program**

In coordination with an **Advisory Committee**, the DISTRICT shall prepare descriptive literature on the Housing Rehabilitation Program and insure said literature is available/distributed to all residences in the Southern Target Area. At a minimum, said literature shall contain a description of the program, income eligibility standards, and contact persons for residents interested in applying for housing rehabilitation assistance.

**B. Application Screening**

The DISTRICT shall review all applications received for housing rehabilitation assistance in the Target Area to determine those that are qualified according to income and housing needs established by the **Program**. At a minimum said screening will include at least one interview with each applicant at the applicant's residence. Said process will result in the DISTRICT recommending to the **Advisory Committee** a list of applicants eligible to receive financial assistance to rehabilitate their housing units.

**C. Work Write-Ups and Cost Estimates**

The DISTRICT shall prepare, for approval by the **Advisory Committee**, a specific and comprehensive work write-up for each housing unit to be rehabilitated, including cost estimates. Said work write-up shall include all housing code deficiencies found in each housing unit. To accomplish this task, the DISTRICT will make at least one visit to each housing unit.

**D. Bid Package Development**

The DISTRICT shall prepare a "Bid Packet" for each housing unit to be rehabilitated during the Housing Rehabilitation Program. Each bid packet shall include, at a minimum, the following documents: an Instruction to Bidders Section Request for Bid and Bid Sheet Section; a Work Write-up Section; a General Specification Section; and, a sample contract form.

**E. Analysis of Bids Received**

The DISTRICT shall assist in evaluating bids received for housing rehabilitation, and

shall recommend to the **Advisory Committee** the lowest responsible bidder on each housing rehabilitation contract to be awarded.

**F. Inspection of Rehabilitation Work Completed**

Periodic inspection visits will be made by the **DISTRICT** to determine contractor progress and compliance of work accomplished with specifications. The **DISTRICT** will coordinate with local agencies for required inspections.

**G. Payments to Contractors**

The **DISTRICT** shall advise the **Advisory Committee** as to the completeness and quality of work prior to consideration of bills submitted by rehabilitation contractors for both final and partial payments.

**H. Completion of Housing Rehabilitation**

The **DISTRICT** shall assist in insuring that liens for goods and services provided by subcontractors and suppliers have been paid by prime contractors and that work has been completed satisfactorily and in accordance with the Work Write-Up and General Specifications prior to recommending that final payments be made to the prime contractors and prior to implementation of final close-out procedures associated with the Rehabilitation Program.

**I. Additional Services.**

Incorporated as **Attachment #1** is the **DISTRICT's** Housing Rehabilitation Program-Project Checklist. This checklist identifies additional services and/or provides greater detail of those services to be completed under the Program.

**II. Time of Performance**

The services of the **DISTRICT** are to commence as of the date specified in the first paragraph of this Contract and shall be undertaken in such sequence as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the official project completion date cited in the **CITY's** Nebraska Department of Economic Development Grant Agreement. The period covered by this Contract may be extended to coincide with a Nebraska Department of Economic Development approved grant period extension upon the mutual written approval by the **DISTRICT** and the **CITY**.

**III. Compensation and Method of Payment**

The total cost for performing the services outlined in Part 1 of this Contract shall be billed on an actual cost incurred basis for the Housing Rehabilitation Management services provided and shall total **not more than \$21,854.00** for the Contract period. The **CITY** agrees to reimburse the **DISTRICT** for expenses incurred in the accomplishment of those activities outlined in Section I of this Agreement upon presentation, by the **DISTRICT**, of a statement detailing the calendar period during which claimed expenses were incurred; total expenses incurred since the effective date of this Agreement; and, the balance of those funds available to complete the terms of this Agreement.

**IV. Amendments**

The **CITY** may, from time to time, request changes in the Scope of Services of the **DISTRICT** to be performed hereunder. Such changes, including any increase or decrease in the amount of the **DISTRICT's** compensation, which are mutually agreed upon by and between the **CITY** and the **DISTRICT**, shall be incorporated in written amendments to this Contract.

**V. Personnel.** In entering into this Contract with the **CITY**, the **DISTRICT** represents that:

- a. It has, or will secure at its own expense, all personnel required to perform the services under this Contract and that said personnel shall not be employees of, or have any contractual relationship with, the **CITY**;
- b. All services required hereunder will be performed by the **DISTRICT** under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services; and,
- c. None of the work or services covered by this Contract shall be sub-contracted without the prior written approval of the **CITY** and any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

**VI. Assignability**

The **DISTRICT** shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the **CITY** thereto provided, however, that claims for money by the **DISTRICT** from the **CITY** under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the **CITY**.

**VII. Reports and Information**

The **DISTRICT**, at such times and in such forms as the **CITY** may require, shall furnish the **CITY** such reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

**VIII. Records and Audits**

The **DISTRICT** shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the **CITY** to assure proper accounting for all project funds, both Federal and non-Federal shares. The **CITY** and other authorized representatives of the State and Federal governments shall have access to any books, documents, papers, and records of the **DISTRICT** which are directly pertinent to the Contract for the purposes of making audit, examination, excerpts, and transcriptions. All records will be retained for 10-years after the expiration of this Contract unless permission to destroy them is granted by the **CITY** or the State.

**IX. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the **DISTRICT** under this Contract are confidential and the **DISTRICT** agrees that they shall not be made available to any individual or organization without the prior written approval of the **CITY**.

**X. Copyright**

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of application for copyright by, or on behalf of, the **DISTRICT**.

**XI. Compliance with Local Laws**

The **DISTRICT** shall comply with all applicable laws, ordinances and codes of the State and local government.

**XII. Equal Employment Opportunity.** During the performance of this Contract, the **DISTRICT** agrees as follows:

- a. The **DISTRICT** will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The **DISTRICT** will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The **DISTRICT** agrees to post in conspicuous places available to employees and applicants for employment, notices provided by the **CITY** which set forth the provisions of this nondiscrimination clause.
- b. The **DISTRICT** will, in all solicitations or advertisements for employees placed by or on behalf of the **DISTRICT**, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The **DISTRICT** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The **DISTRICT** will comply with all provisions of Executive Order 11246 of September 24, 1965, and rules, regulations and relevant orders of the Secretary of Labor.
- e. The **DISTRICT** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto and will permit access to its books, records and accounts by the Nebraska Department of Economic Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the **DISTRICT's** non-compliance with the equal opportunity clauses of this Contract or with any such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the **DISTRICT** may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The **DISTRICT** will include the provisions of paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The **DISTRICT** will take such action with respect to any subcontract or purchase order as the **CITY** may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however that, in the event the **DISTRICT** becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such directive by the **CITY**, the **DISTRICT** may request the United States to enter into such litigation to protect the interests of the United States.

### **XIII. Civil Rights Act of 1964**

The **DISTRICT** will comply with Title VI of the Civil Rights Act of 1964, which states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving Federal financial assistance.

### **XIV. Section 109 of the Housing and Community Development Act of 1974**

The **DISTRICT** will take such steps as may be deemed necessary to comply with this requirement which states that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity funded in whole or in part with funds made available under this title.

### **XV. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

In entering into this Contract, the **DISTRICT** recognizes that the work to be performed under said Contract is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and as such is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Furthermore, the **DISTRICT** recognizes that Section 3 requires that, to the greatest extent feasible, opportunities for training and employment are to be given lower-income residents of the project area and contracts for work in connection with the project are to be awarded to business concerns which are located in, or owned insubstantial part, by persons residing in the area of the project. In recognition of the requirements under Section 3, the **DISTRICT** does agree as follows:

- a. The **DISTRICT** will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the U.S. Department of Housing and Urban Development as set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The **DISTRICT** certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
- b. The **DISTRICT** will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of its commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c. The **DISTRICT** will include the Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the **CITY**, take appropriate action pursuant to said subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of the U.S. Department of Housing and Urban Development, 24 CFR Part 135. The **DISTRICT** will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- d. In entering into this Contract, the **DISTRICT** recognizes that compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the U.S. Department of Housing and Urban Development issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns and that failure to fulfill these requirements shall subject the applicant or recipient, its contractors and

subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR Part 135.

**XVI. Age Discrimination Act of 1975**

The **DISTRICT** shall comply with the Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits or be subjected to discrimination on the basis of age under any program or activity receiving Federal funding assistance.

**XVII. Section 504 of the Rehabilitation Act of 1974**

The **DISTRICT** shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation, including employment, denied program benefits or subjected to discrimination under any program or activity receiving Federal assistance funds.

**XVIII. Interest of DISTRICT and Employees**

The **DISTRICT** covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area of any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The **DISTRICT** further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**XIX. Termination for Cause**

If, through any cause, the **DISTRICT** shall fail to fulfill in a timely and proper manner, its obligations under this Contract, or if the **DISTRICT** shall violate any of the covenants, agreements, or stipulations of this Contract, the **CITY** shall thereupon have the right to terminate said Contract by giving written notice to the **DISTRICT** of such termination and specifying the effective date thereof, at least 5-days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the **DISTRICT** under this Contract shall, at the option of the **CITY** become its property and the **DISTRICT** shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**XX. Termination for Convenience of the CITY**

The **CITY** may terminate this Contract at any time by giving at least 10 days notice, in writing, to the **DISTRICT**. If the Contract is terminated by the **CITY** as provided herein, the **DISTRICT** will be paid for the time provided and expenses incurred up to the termination date. If the Contract is terminated due to the fault of the **DISTRICT**, paragraph 20 hereof relative to termination shall apply.

**XXI. Termination for Other Grounds**

This contract may also be terminated in whole or in part:

- a. By the **CITY**, with the consent of the **DISTRICT**, or by the **DISTRICT** with the consent of the **CITY** in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- b. In the event the **CITY** fails to pay the **DISTRICT** promptly or within sixty (60) days after invoices are rendered, the **CITY** agrees that the **DISTRICT** shall have the right to consider said default a breach of this agreement and the duties of the **DISTRICT** under this agreement terminated. In such an event, the **CITY** shall then promptly pay the **DISTRICT** for all services performed and all allowable expenses incurred.

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

**SOUTHEAST NEBRASKA  
DEVELOPMENT DISTRICT**

**CITY OF AUBURN, NEBRASKA**

By: \_\_\_\_\_  
David R. Taladay, Executive Director

By: \_\_\_\_\_  
Scott Kudrna, Mayor

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

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

**AUBURN, NEBRASKA  
HOUSING REHABILITATION PROGRAM  
PROJECT CHECKLIST**

Owner's Name(s): \_\_\_\_\_  
Project ID: \_\_\_\_\_

	Sent	Received	Completed/ Approved
<b>APPLICATION</b>			
<input type="checkbox"/> Application for Rehabilitation Assistance	_/_/_	_/_/_	_/_/_
<input type="checkbox"/> Application for Weatherization Assistance	_/_/_	_/_/_	_/_/_
<input type="checkbox"/> Preliminary financial analysis			
Eligibility: [ ] Eligible [ ] Ineligible			_/_/_
Category: [ ] 1 [ ] 2 [ ] 3			
<input type="checkbox"/> Preliminary letter of approval/denial	_/_/_		
<input type="checkbox"/> Flood Plain notification	_/_/_		
<input type="checkbox"/> Initial Interview/Preliminary on-site inspection			_/_/_
<input type="checkbox"/> Verification authorization			_/_/_
<input type="checkbox"/> Lead based paint hazard warning			_/_/_
<input type="checkbox"/> EPA pamphlet and Acknowledgement of receipt	_/_/_		
<input type="checkbox"/> Property owner's service agreement			_/_/_
<input type="checkbox"/> Rehab program brochure/overview			_/_/_
<input type="checkbox"/> Verification of:			
<input type="checkbox"/> Employment/Income	_/_/_	_/_/_	
<input type="checkbox"/> Pension	_/_/_	_/_/_	
<input type="checkbox"/> Social Security	_/_/_	_/_/_	
<input type="checkbox"/> Deposit	_/_/_	_/_/_	
<input type="checkbox"/> Ownership/Property Taxes	_/_/_	_/_/_	
<input type="checkbox"/> Mortgage/Land Sale Contract	_/_/_	_/_/_	
<input type="checkbox"/> Homeowner's Insurance	_/_/_	_/_/_	
<input type="checkbox"/> Other: _____	_/_/_	_/_/_	
<input type="checkbox"/> Other: _____	_/_/_	_/_/_	
<input type="checkbox"/> Program eligibility worksheet			_/_/_
Eligibility: [ ] Eligible [ ] Ineligible		_/_/_	
Category: [ ] 1 [ ] 2 [ ] 3			
Points: _____			
<input type="checkbox"/> NSHPO approval	_/_/_	_/_/_	
<input type="checkbox"/> Advisory Committee review of application			
<input type="checkbox"/> Application denied			_/_/_
<input type="checkbox"/> Application tabled			_/_/_
<input type="checkbox"/> Application approved			_/_/_
<input type="checkbox"/> Approval / Denial letter			
<input type="checkbox"/> Approval letter	_/_/_		
<input type="checkbox"/> Denial letter/appeal procedure	_/_/_		
<input type="checkbox"/> Request for appeal		_/_/_	
<input type="checkbox"/> Appeal reviewed by Advisory Committee		_/_/_	
Eligibility: [ ] Eligible [ ] Ineligible			
<input type="checkbox"/> Owner informed of final decision		_/_/_	

	Sent	Received	Completed/ Approved
<b>CONSTRUCTION</b>			
<input type="checkbox"/> Inspection(s)			
<input type="checkbox"/> Construction inspection		__/__/__	
<input type="checkbox"/> Furnace inspection			__/__/__
<input type="checkbox"/> Electrical inspection			__/__/__
<input type="checkbox"/> Termite inspection			__/__/__
<input type="checkbox"/> Lead risk assessment			__/__/__
<input type="checkbox"/> Lead hazard evaluation notice		__/__/__	
<input type="checkbox"/> Lead hazard presumptive notice		__/__/__	
<input type="checkbox"/> Other inspection: _____		__/__/__	
<input type="checkbox"/> Owner approval of work write-up / estimate		__/__/__	
<input type="checkbox"/> Advisory committee approval of work write-up / estimate		__/__/__	
<input type="checkbox"/> Lead hazard relocation plan and agreement		__/__/__	
<input type="checkbox"/> Bid documents to contractors	__/__/__		
<input type="checkbox"/> Addenda			
Addendum #1	__/__/__		
Addendum #2	__/__/__		
<input type="checkbox"/> Bid opening			__/__/__
<input type="checkbox"/> Owner acceptance of contract/bid		__/__/__	
<input type="checkbox"/> Advisory committee acceptance of contractor/bid		__/__/__	
<input type="checkbox"/> Notice to contractors of award / non-award	__/__/__		
<input type="checkbox"/> Contractor eligibility			
Certificate of Insurance	__/__/__		
Proof of responsibility	__/__/__		
<input type="checkbox"/> Preconstruction conference		__/__/__	
<input type="checkbox"/> Contract signed		__/__/__	
<input type="checkbox"/> Preliminary promissory note / mortgage signed		__/__/__	
<input type="checkbox"/> Right of Rescission signed			__/__/__
<input type="checkbox"/> Notice to Proceed signed			__/__/__
<input type="checkbox"/> Pre-construction conference checklist (lead hazard issues)			__/__/__
<input type="checkbox"/> Notice to proceed	__/__/__		
Construction start: __/__/__			
Construction end: __/__/__			
<input type="checkbox"/> Construction inspection(s)			
Inspection #1: _____			__/__/__
Inspection #2: _____			__/__/__
Inspection #3: _____			__/__/__
Final Inspection			__/__/__
<input type="checkbox"/> Lead hazard clearance report(s)			
Clearance #1: _____			__/__/__
Clearance #2: _____			__/__/__

	Sent	Received	Completed/ Approved
<input type="checkbox"/> Change Order			
<input type="checkbox"/> Change Order #1	___/___/___	___/___/___	___/___/___
<input type="checkbox"/> Change Order #2	___/___/___	___/___/___	___/___/___
<input type="checkbox"/> Change Order #3	___/___/___	___/___/___	___/___/___
<input type="checkbox"/> Change Order #4	___/___/___	___/___/___	___/___/___
<input type="checkbox"/> Change Order #5	___/___/___	___/___/___	___/___/___
<input type="checkbox"/> Unit Weatherized			___/___/___
Partner Organization: _____			
Partner Organization: _____			
<input type="checkbox"/> Partial Payment			
<input type="checkbox"/> Request from contractor	___/___/___	___/___/___	
<input type="checkbox"/> Inspection of unit			___/___/___
<input type="checkbox"/> Payment by Community	___/___/___		
<input type="checkbox"/> Partial Payment			
<input type="checkbox"/> Request from contractor	___/___/___	___/___/___	
<input type="checkbox"/> Inspection of unit			___/___/___
<input type="checkbox"/> Payment by Community	___/___/___		
<b>PROJECT CLOSEOUT</b>			
<input type="checkbox"/> Re-occupancy authorization			
Permit re-entry for final inspection and re-occupancy		___/___/___	
<input type="checkbox"/> Final project sign-off			
<input type="checkbox"/> Final inspection		___/___/___	
<input type="checkbox"/> Owner sign-off unit			___/___/___
<input type="checkbox"/> "After" photographs			___/___/___
<input type="checkbox"/> Contingency fund deduction		___/___/___	
<input type="checkbox"/> Final construction payment		___/___/___	
<input type="checkbox"/> Payment request		___/___/___	___/___/___
<input type="checkbox"/> Lien waivers		___/___/___	___/___/___
<input type="checkbox"/> Warranties		___/___/___	___/___/___
<input type="checkbox"/> Weatherization agency notified of project completion		___/___/___	
Partner Organization: _____			
Partner Organization: _____			
<input type="checkbox"/> Lead hazard reduction notice			
Issue to homeowner upon re-occupancy and final payment			___/___/___
<input type="checkbox"/> Final promissory note / mortgage filed			___/___/___



Southeast Nebraska Development District

[www.sendd.org](http://www.sendd.org)

MAIN OFFICE -  
2631 "O" Street, Lincoln, NE 68510  
Office: 402-475-2560  
Fax: 402-475-2794  
[djaladay@sendd.org](mailto:djaladay@sendd.org)

HUMBOLDT OFFICE  
PO Box 308, Humboldt, NE 68376  
Office: 402-862-2201  
[senddhumboldt@windstream.net](mailto:senddhumboldt@windstream.net)  
[senddlisa@windstream.net](mailto:senddlisa@windstream.net)

AGENDA ITEM  
NO 13

Office Location - 427 4<sup>th</sup> Street

February 4, 2013

Sherry Heskett  
City of Auburn  
Box 352  
Auburn, NE 68305

**RE: Drawdown #10 Project Funds—Phyllis Hemmingsen – 921 Central Ave - Project #18  
NV Museum – 1423 19<sup>th</sup> Street – Project #25  
Charles Nixon – 923 Central Ave – Project #24**

Dear Sherry,

Enclosed is Drawdown #10 Project Funds for the above referenced Downtown Revitalization Phase II Commercial Rehabilitation on the Projects #18 (Hemmingsen), #25 (NV Museum), and #24 (Nixon). This represents the fifteenth, sixteenth, and seventeenth project disbursement for the Phase II Commercial Rehab.

After you have reviewed this material, Sherry Heskett and Scott Kudrna, Mayor can sign the DD as noted and mail the original DD to DED in the envelope provided. Please place this document into File # IV Financial Management in your City files for this project. These claims are to go to the City Council for the City Council claims process for action on February 11, 2013.

After submittal of Drawdown for #10-DTR-105, in 10 to 30 days, when the automatic transfer is received from DED and deposited in a non-interest bearing/City CDBG account and following City Council action on such bills, please write the following check(s):

	TOTAL	CDBG	OWNER MATCH
Drawdown #10.) The Following CDBG Activity Code 0590 bills have not yet been paid:			
Project #18 – Phyllis Hemmingsen Reimbursement for replacing windows at 921 Central Ave. property	\$11,500.00	\$8,625.00 Grant	\$2,875.00
Project #25 – NV Museum Reimbursement for replacing upper story windows at 1423 19 <sup>th</sup> Street property	\$20,000.00	\$15,000.00 Grant	\$5,000.00
Project #24 – Charles Nixon Reimbursement for replacing windows, door, and masonry repairs at 923 Central Ave. property	\$56,750.00	\$42,562.00 Grant	\$14,188.00
	<b>\$88,250.00</b>	<b>\$66,187.00</b>	<b>\$22,063.00</b>

According to the above figures, the City of Auburn should make the following payments:

**\$8,625.00** (from Activity Code 0590) = **\$8,625.00 TOTAL to Phyllis Hemmingsen, Owner 921 Central Ave. Property**  
(\$8,625.00 Grant)

**\$15,000.00** (from Activity Code 0590) = **\$15,000.00 TOTAL to Nemaha Valley Museum, Owner 1423 19th St. Property**  
(\$15,000.00 Grant)

**\$42,562.00** (from Activity Code 0590) = **\$42,562.00 TOTAL to Charles Nixon, Owner 923 Central Ave. Property**  
(\$42,562.00 Grant)

As there is currently -\$2.92 of 10-DTR-105 Project Only funds in the City Bank account, we can process Drawdown #10 for \$66,187.00. When said check is disbursed, you will have \$-2.92 of Project Only 10-DTR-105 funds remaining on hand in this project account.

Remember all funds need to be disbursed within 10 business days of receipt from NDED.

Feel free to give me a call at (402) 862-2201 if you have any questions.

Sincerely,



Lisa Beethe

Community Development Specialist



**REQUEST FOR CDBG PROJECT FUNDS for PROJECT activities**  
**(Excludes activity 0181 general administration)**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT**

See Reverse Side for Instructions / Revised May 2012

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

Name of Local Government Grantee <b>City of Auburn</b>	Mailing Address <b>PO Box 352</b>	City <b>Auburn</b>	State <b>NE</b>	ZIP <b>68305</b>
CDBG Grant Number <b>10-DTR-105</b>	Federal Identification Number <b>47-6006083</b>	DUNS Number <b>080199193</b>	Number sequence order includes Both general admin 0181 requests And project activity requests <b>10</b>	DED Program Representative <b>Kevin Andersen</b>

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

1. Project Grant Funds Received to Date	\$	<b>213,852</b>	<b><u>IMPORTANT</u></b> Round all figures down to nearest dollar... <b><u>NO CENTS</u></b> Complete Part II for all approved activities even if funds are not requested <b><u>DO NOT INCLUDE ACTIVITY 0181 GENERAL ADMIN</u></b>
2. Add: Program Income Received to Date (exclude RLF)	\$		
3. Subtotal	\$	<b>213,852</b>	
4. Less: Federal Project Funds Disbursed To Date (Must Agree To Total Of Part II, Line 3)	\$	<b>213,852</b>	
5. Total: Project Federal Funds On Hand (Must Agree To Part II, Line 6)	\$		
	\$		

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

Activity Code Description	0590	Comm	Rehab	TOTAL
1. Total Cash Requirements To Date for Project	\$	\$	\$	\$
2. Less: Local Funds Disbursed (includes RLF) (exclude Program Income)	\$	\$	\$	\$
3. Less: Federal Funds Disbursed (include Program Income) Total Must Agree To Part I, Line 4 (exclude RLF)	\$	\$	\$	\$
4. Total Current Cash Requirements	\$	\$	\$	\$
5. Less: Unpaid Previous Request				\$
6. Less: Federal Funds On Hand (Must Agree To Part I, Line 5)				
7. Net Amount of Federal Funds Requested ..... \$1,500 MINIMUM CDBG REQUEST. IF NOT FINAL DRAW, A REQUEST LESS THAN \$1,500 IS RETURNED AND NOT PROCESSED				<b>\$66,187</b>

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

Signature of Authorized Official (Mayor/Board Chairman)	Typed Name of Authorized Official <b>Scott Kudrna, Mayor, City of Auburn</b>	Date
Signature of Authorized Official (Clerk/Treasurer)	Typed Name of Authorized Official <b>Sherry Heskett, City Clerk, City of Auburn</b>	Date
Person Preparing Request for CDBG Funds Form Name: <b>Lisa Beethe</b>	Organization: <b>SEND</b>	Telephone Number: <b>402-862-2201</b>
DEPARTMENT OF ECONOMIC DEVELOPMENT USE ONLY		AMOUNT APPROVED: \$
		INITIALS: _____ DATE: _____

Please refer to instructions for additional guidance.





A G R E E M E N T

AGENDA ITEM  
NO 14

PROJECT NO. STP-136-7(123)  
CONTROL NO. 13062  
CITY OF AUBURN  
STATE OF NEBRASKA, DEPARTMENT OF ROADS  
RECONSTRUCTING US-136 IN AUBURN

THIS AGREEMENT made and entered into by and between the City of Auburn, a municipal corporation of the State of Nebraska, hereinafter referred to as the "City," and the State of Nebraska, Department of Roads, hereinafter referred to as the "State."

WITNESSETH:

WHEREAS, it is the desire of the parties that a portion of Highway US-136 be improved at the location as shown in Exhibit "A" attached, which is hereby made a part of this agreement, and

WHEREAS, said improvement is located within the designated urban area of Auburn, Nebraska, and funds administered by the State, hereinafter known as "State Funds," have been made available for the construction of improvements such as this, and

WHEREAS, Federal Regulations provide that the City shall not profit or otherwise gain from local property assessments that exceed the City's share of project costs, and

WHEREAS, the City desires to add water and sanitary work to project at two locations, hereinafter known as the "Improvements", as shown in Exhibit "B" attached, which is hereby made a part of this agreement. The sanitary work would begin at Station 103+98, 37' LT and extend to Station 103+32, 37' RT and the water line work would begin at Station 115+14, 75' LT and extend to Station 115+14, 50' RT.

WHEREAS, the State, pursuant to the Interlocal Cooperation Act, Neb.Rev.Stat. 13-801 to 13-827, is willing to include the Improvements, and the City agrees to reimburse the State 100% for the additional cost and expense to construct the Improvements, and

WHEREAS, it is the further desire of the City that the proposed urban construction and proposed improvements be included in a project under the designation of STP-136-7(123) and the Mayor is authorized to sign this agreement, as evidenced by the Resolution of the City Council dated the \_\_\_\_ day of \_\_\_\_\_, 2013, identified as Exhibit "C", which is attached hereto, and hereby made a part of this agreement, and

WHEREAS, the description of the project is as follows:

This project within the corporate limits of City consists of the reconstruction of Highway US-136 , replacing storm sewer and curb inlets where needed and building the sidewalk and curb ramps to meet ADA requirements beginning at the west corporate limits and extending to the east side of "F" Street.

NOW THEREFORE, in consideration of these facts and the mutual promises of the parties hereto, it is hereby agreed that the construction or reconstruction of the aforesaid highway between construction limits described in Exhibit "A" shall be accomplished according to and in the manner provided by plans and specifications to be prepared by the State, which are by this reference, made a part of this agreement.

And the parties agree further as follows:

SECTION 1. The City agrees for the portion of the project within its corporate limits:

- (a) To pass and enforce an ordinance as required effecting the following restrictions within the project limits: No Parking
- (b) To prohibit business establishments being located in such a way that vehicles being served will be required to stand on said public highway right of way.
- (c) To require that all future entrances from private property to the public right of way within the limits of this project receive prior approval of the Director-State Engineer, Department of Roads or his authorized representative.
- (d) To clear, at no cost to the State, the present right of way of this project of all advertising signs. The City also agrees, at no cost to the State, to clear any other privately owned facility or thing that may interfere with the construction, maintenance and operation of the improvement planned in this project, and to keep the old and new right of way free of future encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration.
- (e) If the City performs any part of the work on this project itself, the City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "C" attached hereto and hereby made a part of this agreement. The reference to "Contractor" in this exhibit shall mean the "City."

(f) DISADVANTAGED BUSINESS ENTERPRISES

(1) Policy

The City and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

(2) Disadvantaged Business Enterprises Obligation

The City and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the City shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The City acting as a subrecipient of Federal-aid funds on this project agrees to adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the City enters into on this project.

On any work performed by the City, failure of the City to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

- (g) Any changes in the roadway geometrics, either during project construction or after the project is completed, including but not limited to access control, driveways, median breaks, parking restrictions or any other traffic control items shall require prior approval of the State with Federal Highway Administration concurrence.

- (h) To provide, where the proposed construction involves a change in the grades established by City ordinance, that an amendment to said ordinance be passed, reestablishing said grades as shown in the plans without cost to the State.

SECTION 2. It is agreed and understood by the parties hereto that Federal-Aid Policy Guide, 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, as supplemented, revised or updated heretofore, is hereby expressly made a part of and incorporated into this agreement by this reference. By signing this agreement, the City agrees to adopt, on the improvement contemplated in this agreement the Nebraska Department of Roads' Policy for Accommodating Utilities on State Highway Right of Way issued by the State August, 1998, and its subsequent revisions or additions.

The City further agrees:

- (a) To comply with Neb.Rev.Stat. §39-1361, and the rules and regulations of the Department of Roads before making or allowing to be made, any utility excavation, pavement cuts or performing other activity upon said highway, and shall be responsible to see that all such work is performed according to the rules and regulations of, and by authority of a permit granted by the Department of Roads of the State of Nebraska.
- (b) To furnish or cause to be furnished all of the labor, tools, equipment and materials for the rehabilitation of its municipally owned utilities as made necessary by the construction of this project.
- (c) To prepare and submit to the State upon receipt of preliminary construction plans for this project a plan and estimate detailing anticipated location and nonbetterment costs for the rehabilitation of all municipally owned utilities as made necessary by this project. It is mutually understood that all nonbetterment municipal utility rehabilitation costs within the corporate limits of the City will become a project cost, but that outside said City limits only the nonbetterment portion of the rehabilitation costs of facilities currently occupying private right of way will be reimbursed. The cost of nonbetterment rehabilitation of municipally owned and operated utilities within the corporate limits is currently unknown. Should this project necessitate the nonbetterment rehabilitation of any municipally owned and operated utilities, the parties hereto agree to enter into an agreement to provide for the design and construction of the nonbetterment utilities and the reimbursement to the City for the State's share of the costs of the

rehabilitation of municipally owned and operated utilities. Said agreement shall be entered into prior to utility work beginning.

SECTION 3. The City agrees to be responsible for 100% of the cost of the Improvements, which includes design, utilities, construction, and construction engineering costs of the sanitary work and the water line work, requested by City. The City agrees to reimburse the State for 100% of the States cost for the Improvements. The City agrees to be responsible for 100% of any change orders during construction of Improvements; this includes cost to the State for additional costs to its project due to the changes in the construction of the City's Improvements. Currently the estimated cost for the Improvements is \$61,440, however both parties recognize this is a preliminary estimate only, and that the final cost based on bid prices and actual quantities used may be higher or lower than this estimate. If the final PS&E estimate shows a change in the estimate for the City work over 20% of the estimate, the State will inform the City of the change. In the event the City chooses not to complete the work as bid, the City agrees to pay all costs associated with Improvements including contract costs for termination of the work. The State will invoice the City upon award of the contract for the construction of the project, including the Improvements. The City agrees to pay the State within thirty days, after receipt of the invoices. The State must receive payment 60 days before work is scheduled to be performed by the contractor on the City system. In the event the City does not pay the invoice prior to the beginning of construction, the City agrees to pay any and all costs associated with delay of the contractor. When the work is complete and all costs accumulated, the State will prepare and submit a final statement to the City showing the refund due to or additional payment due from the City.

SECTION 4. The Federal share of this project shall be reduced by any project specific local property assessments that exceed the appropriate local share on this project. This is subject to State review.

SECTION 5. All traffic control devices will conform to the latest approved edition of the Manual on Uniform Traffic Control Devices and Nebraska Supplements thereto. If the City is to perform or contract for any work, they will develop a traffic control plan. The plan will be provided to the State's Project Manager for approval and acceptance. The City is responsible for the operation and maintenance of the approved traffic control plan.

The City further agrees to comply with all traffic safety regulations, including those prescribed in the latest approved edition of the Manual of Uniform Traffic Control Devices and the Nebraska Supplement thereto and to use caution when working in the State right of way and provide appropriate traffic control to direct traffic.

SECTION 6. It is hereby agreed that plans and specifications for the above mentioned project will be on file in the office of the Department of Roads, Lincoln, Nebraska.

SECTION 7. The City and State will fully cooperate to cause the removal from public right of way, or correction or alteration in the public right of way, as necessary for the construction of the aforesaid project, of all pipe lines, poles or other underground or overhead services not owned by the City and are located within the corporate limits.

SECTION 8. The State hereby agrees:

- (a) To prepare and convey to the City, prior to construction, plans for the proposed subject project.
- (b) To advertise and conduct a letting and receive bids on the contemplated improvement. The City agrees that the State will award the contract to the lowest responsible bidder and that said contract shall be signed only by the State.
- (c) To supervise and cause completion of the construction of the project as shown in the plans.
- (d) To acquire all additional right of way and do all things, in pursuance of the aforesaid project, not specifically assumed by or assigned to the City.
- (e) To reimburse the City for the nonbetterment rehabilitation of municipally owned utility facilities as provided in Section 2(c).
- (f) To construct this project without cost to the City, except as provided specifically herein.

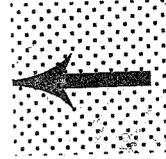
SECTION 9. The parties hereto agree that the State shall make sole determination as to the scheduling of the construction for this project.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

CITY OF AUBURN



\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

EXECUTED by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
James J. Knott, P.E.

\_\_\_\_\_  
Roadway Design Engineer

RECOMMENDED:  
Tom Goodbarn, P.E.

  
\_\_\_\_\_  
District 1 Engineer

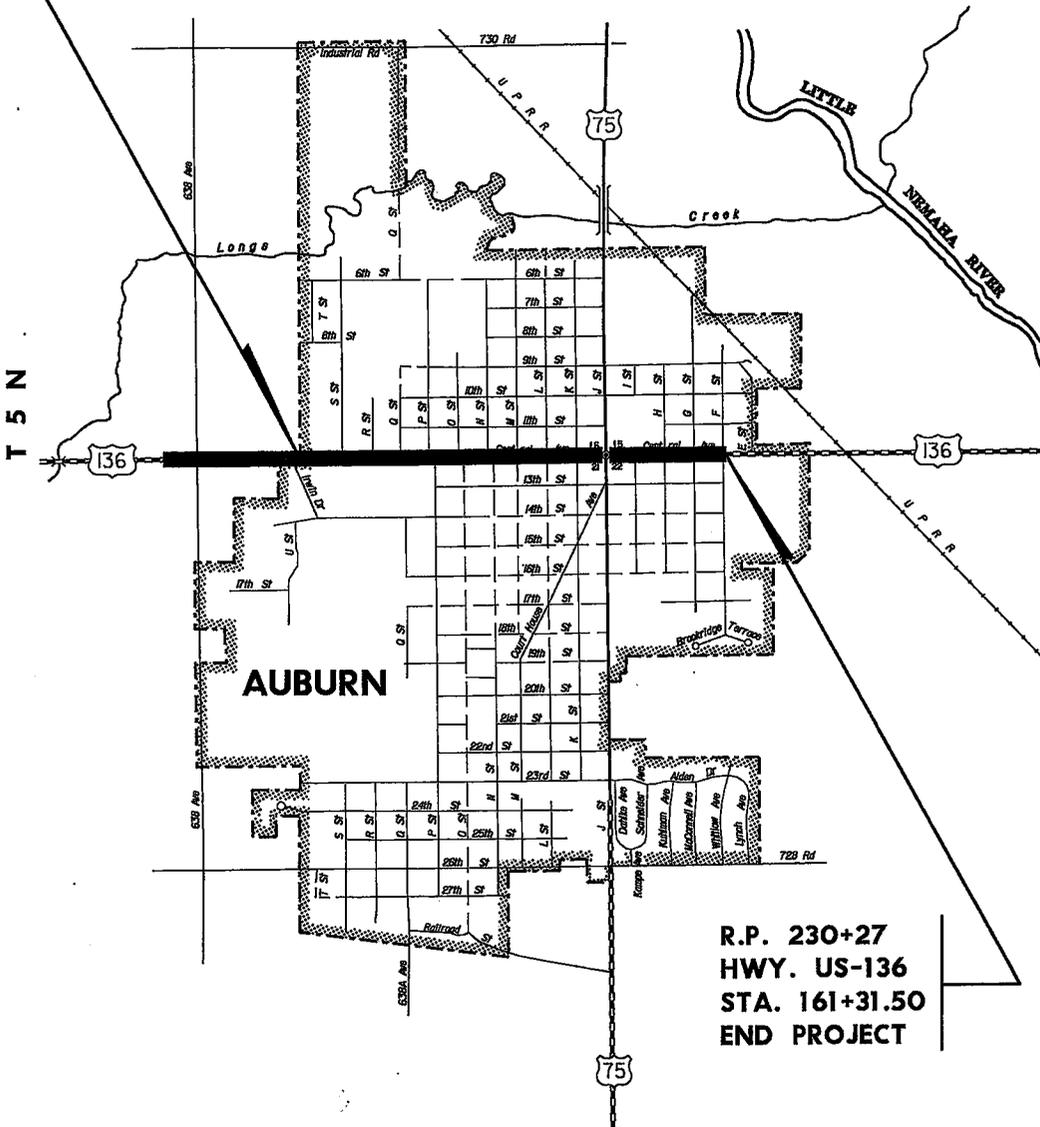
AGRC8-NB

**AUBURN**  
NEMAHA COUNTY  
NEBRASKA



R.P. 229+21 HWY. US-136  
STA. 106+08  
CORP. LIMIT

R 14 E



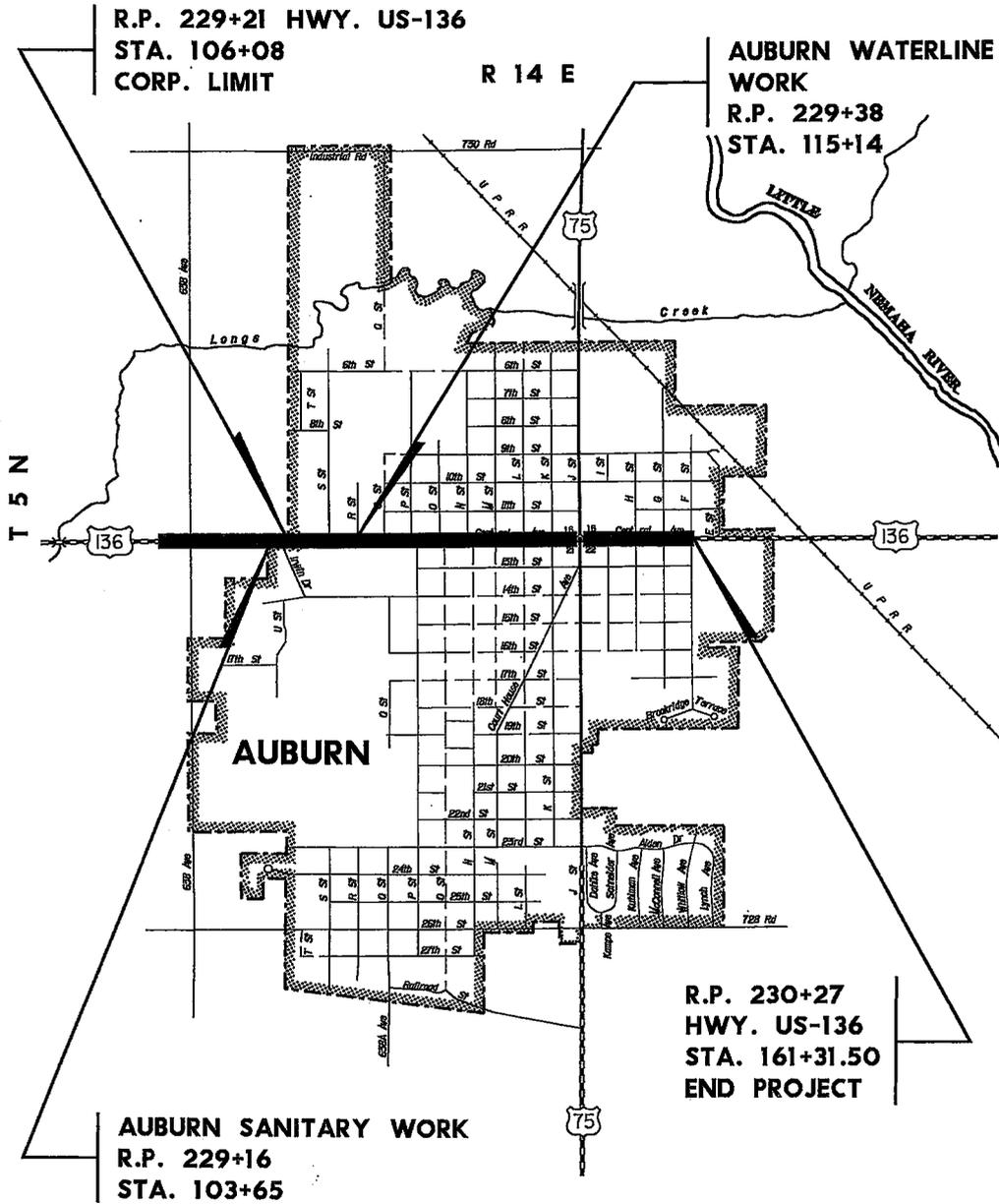
R.P. 230+27  
HWY. US-136  
STA. 161+31.50  
END PROJECT

**136-7(123)**  
C.N. 13062

**EXHIBIT "A"**

# AUBURN

NEMAHA COUNTY  
NEBRASKA



**136-7(123)**

C.N. 13062

## EXHIBIT "B"

## NONDISCRIMINATION CLAUSES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION NO. 7-13  
Of  
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION AUTHORIZING AND ACCEPTING AN AGREEMENT WITH THE STATE OF NEBRASKA, DEPARTMENT OF ROADS FOR RECONSTRUCTING HIGHWAY US-136 WITHIN THE CORPORATE LIMITS; AND AUTHORIZING THE MAYOR TO SIGN ALL NECESSARY DOCUMENTS.

**WHEREAS**, Highway US-136 passes through the City of Auburn, NE.

**WHEREAS**, It is the desire of the State of Nebraska, Department of Roads and the City of Auburn, NE, that Highway US-136 be reconstructed.

**WHEREAS**, The City of Auburn desires to add water and sanitary work to project at two locations, hereinafter known as the "Improvements", as shown in Exhibit "B" attached, which is hereby made a part of this agreement. The sanitary work would begin at Station 103+98, 37' LT and extend to Station 103+32, 37' RT and the water line work would begin at Station 115+14, 75' LT and extend to Station 115+14, 50' RT.

**WHEREAS**, The State Department of Roads agrees to the construction or reconstruction of the aforesaid highway between construction limits described within the proposed written agreement between the Department of Roads and the City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Auburn, Nemaha County, Nebraska, that the City hereby accepts the Agreement between the City of Auburn and State of Nebraska, Department of Roads identified as Project No. STP-136-7(123), Control No. 13062, City of Auburn, State of Nebraska, Department of Roads, Reconstructing Highway US-136 in Auburn (7 pages) and Exhibits "A", "B" and "D" attached thereto.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Auburn, Nemaha County, Nebraska, that the Mayor is hereby authorized to sign any agreement, stipulation, or

other documents necessary to carry out the terms and provisions of this resolution.

PASSED and APPROVED, this 11th day of February, 2013.

---

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

ATTEST:

---

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

(Seal)

=====  
Mail to: Board of Public Works  
P.O. Box 288, Auburn, NE. 68305  
Attn: Melissa Sierks

**RESOLUTION NO. 5 -13**

BE IT RESOLVED by the Mayor and City Council of the City of Auburn, as follows:

Pursuant to the provisions of Auburn City Code Section 51.028, as amended, and Nebraska Revised Statute Section 17-538, the City Council approves the unpaid and delinquent Water accounts due and owing to the Board of Public Works, Auburn, Nebraska. The City Clerk shall certify said accounts to the Nemaha County Clerk to be filed as a lien against the below identified real estate and collected as a special tax in the manner provided by law.

Lonnie Haynes, 719 Central Avenue, Auburn, Nebraska, Lots 9 & 10, Block 18, Howe & Nixon Addition to Auburn, Nemaha County, Nebraska, in the amount of \$38.10;

VCGXT LLS, 715 11th Street, Auburn, Nebraska, Lot D, Block 15, Sage's Addition to Auburn, Nemaha County, Nebraska, in the amount of \$38.10;

John Lindinger, 712 10th Street, Auburn, Nebraska, Lot 9, Block 8, Howe & Nixon Addition to Auburn, Nemaha County, Nebraska, in the amount of \$38.10;

Matthew Martin, 701 "M" Street, Auburn, Nebraska, N. 92' of Lots 5 & 6, Block 31, Sheridan Addition to Auburn, Nemaha County, Nebraska, in the amount of \$50.70;

Betty Banks, 1202 11th Street, Auburn, Nebraska, Lot 12, Block 12, Sheridan Addition to Auburn, Nemaha County, Nebraska, in the amount of \$60.60;

Terry Peck Estate, 1314 "N" Street, S. 12'6 of Lot 2, and All of Lots 3 & 4, Block 6, Reed & Gilmore Addition to Auburn, Nemaha County, Nebraska, in the amount of \$44.39;

Roy & Jodi Heard, 1211 14th street, Auburn, Nebraska, Lot 4, Block 11, Howe, Nixon & Wilson Addition to Auburn, Nemaha County, Nebraska, in the amount of \$ 38.10;

Bank of America, 601 13<sup>th</sup> Street, Lot 1, Block 32, Howe & Nixon Second Addition to Auburn, Nemaha County, Nebraska, in the amount of \$65.26;

John Lindinger, 906 15th Street, Auburn, Nebraska, Lot 11, Block 22, Howe & Nixon Addition to Auburn, Nemaha County, Nebraska, in the amount of \$38.10;

Dale Dettman, 1010 15<sup>th</sup> Street, Auburn, Nebraska, E35' of Lot 10, Block 9, Howe, Nixon, & Wilson Addition to Auburn, Nemaha County, Nebraska, in the amount of \$25.40;

Edward E, Jarrett, 1807 "L" Street, Auburn, Nebraska, S60' of Lots 5 & 6, Block 26, Howe, Nixon & Wilson Addition to Auburn, Nemaha County, Nebraska, in the amount of \$38.10;

Robert Lee Alexander Estate, 1912 K Street, Auburn, Nebraska, East 80' of Lots 4 & 5 (Tract B Replat), Block 2, Calvert First Addition to Auburn, Nemaha County, Nebraska in the amount of \$42.02;

Harbour Portfolio, 1408 24<sup>th</sup> Street, W70' of S25' of Lot 5 & W70' of Lot 6, Block 2, Calvert Addition to Auburn, Nemaha County, Nebraska, in the amount of \$54.19;

Dale Quinn, 1514 23rd Street, Auburn, Nebraska, E1/2 of Lots 7 & 8, Block 8, Courthouse Addition to Auburn, Nemaha County, Nebraska, in the amount of \$50.70

John Lindinger, 2510 "O" Street, Auburn, Nebraska, Lot 3, Block 19, Calvert Addition to Auburn, Nemaha County, Nebraska, in the amount of \$38.10; and,

Eugene Pegler, 1803 "P" Street, Auburn, Nebraska, N33' of Lot 10 & S 34' of Lot 11, Block 24, Reed & Gilmore Addition to Auburn, Nemaha County, Nebraska, in the amount of \$38.10.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Auburn, Nebraska.

PASSED and APPROVED, this 11th day of February, 2013.

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

ATTEST:

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

(Seal)

=====  
Mail to: Board of Public Works  
P.O. Box 288, Auburn, NE. 68305  
Attn: Melissa Sierks

**RESOLUTION NO. 6 -13**

BE IT RESOLVED by the Mayor and City Council of the City of Auburn, as follows:

Pursuant to the provisions of Auburn City Code Section 53.30, as amended, and Nebraska Revised Statute Section 17-925.01, the City Council approves the below stated unpaid and delinquent Sewer accounts due and owing to the Board of Public Works, Auburn, Nebraska. The City Clerk shall certify said items to the Nemaha County Clerk to be filed as a lien against the below identified real estate and collected as a special tax in the manner provided by law.

Lonnie Haynes, 719 Central Avenue, Auburn, Nebraska, Lots 9 & 10, Block 18, Howe & Nixon Addition to Auburn, Nemaha County, Nebraska, in the amount of \$63.00;

VCGXT LLS, 715 11<sup>th</sup> Street, Auburn, Nebraska, Lot D, Block 15, Sage's Addition to Auburn, Nemaha County, Nebraska, in the amount of \$63.00;

John Lindinger, 712 10<sup>th</sup> Street, Auburn, Nebraska, Lot 9, Block 8, Howe & Nixon Addition to Auburn, Nemaha County, Nebraska, in the amount of \$63.00;

Matthew Martin, 701 "M" Street, Auburn, Nebraska, , N92' of Lots 5 & 6, Block 31, Sheridan Addition to Auburn, Nemaha County, Nebraska, in the amount of \$121.62;

Betty Banks, 1202 11th Street, Auburn, Nebraska, Lot 12, Block 12, Sheridan Addition to Auburn, Nemaha County, Nebraska, in the amount of \$135.90;

Terry Peck Estate, 1314 N Street, Auburn, Nebraska, S12'6 of Lot 2 & all of Lots 3 & 4, Block 6, Reed & Gilmore Addition to Auburn, Nebraska, Nemaha County, in the amount of \$75.10;

Roy & Jodi Heard, 1211 14th Street, Auburn, Nebraska, Lot 4, Block 11, Howe, Nixon & Wilson Addition to Auburn, Nemaha County, Nebraska, in the amount of \$63.00;

Bank of America, 601 13<sup>th</sup> Street, Auburn, Nebraska, Lot 1, Block 32, Howe & Nixon Second Addition to Auburn, Nemaha County, Nebraska, in the amount of \$137.68;

John Lindinger, 906 15th Street, Auburn, Nebraska, Lot 11, Block 22, Howe & Nixon Addition to Auburn, Nemaha County, Nebraska, in the amount of \$63.00;

Dale Dettman, 1010 15<sup>th</sup> Street, E35' of Lot 10, Block 9, Howe, Nixon, & Wilson Addition to Auburn, Nemaha County, Nebraska, in the amount of \$42.00;

Edward E. Jarrett, 1807 "L" Street, Auburn, Nebraska, S60' of Lots 5 & 6, Block 26, Howe, Nixon & Wilson Addition to Auburn, Nemaha County, Nebraska, in the amount of \$63.00;

Robert Lee Alexander Estate, 1912 K Street, East 80' Lots 4 & 5 (Tract B Replat), Block 2, Calvert First Addition to Auburn, Nemaha County, Nebraska, in the amount of \$74.24;

Harbour Portfolio, 1408 24<sup>th</sup> Street, W70' of S25' of Lot 5 & W70' of Lot 6, Block 2, Calvert Addition to Auburn, Nemaha County, Nebraska, the amount of \$89.60;

Dale Quinn, 1514 23rd Street, Auburn, Nebraska, E1/2 of Lots 7 & 8, Block 8, Courthouse Addition to Auburn, Nemaha County, Nebraska, in the amount of \$127.74;

John Lindinger, 2510 "O" Street, Auburn, Nebraska, Lot 3, Block 19, Calvert Addition to Auburn, Nemaha County, Nebraska, in the amount of \$63.00; and,

Eugene Pegler, 1803 "P" Street, Auburn, Nebraska, N33' of Lot 10 & S34' of Lot 11, Block 24, Reed & Gilmore Addition to Auburn, Nemaha County, Nebraska, in the amount of \$63.00.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Auburn, Nebraska,

PASSED and APPROVED, this 11th day of February, 2013.

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

ATTEST:

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

(Seal)

APPLICATION FOR MEMBERSHIP  
Auburn Volunteer Fire Department

AGENDA ITEM  
NO 17

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

Name John Billings Occupation Engineering Technician  
Address 1412 I Street Business Address 1600 O Street  
Home Phone 402-274-5207 Cell Phone 402-274-7463 Work Phone 402-274-3316  
Birth Date [REDACTED] Married  Single  No. Dependents 3  
Drivers License # [REDACTED] Formal Education Associate's Degree  
E-Mail address john.billings@windstream.net  
Fire Fighter or EMT certifications EMT Expires 12/31/2013  
Physical Ailments or Disabilities None  
Have you ever been convicted of a felony? YES  NO   
Are you willing to take a Physical Examination if required? YES  NO   
Do you realize that the Fire Department is not a social club; and that as a member you will be required to give freely of your time to attend fires, meetings, drills, and to work on any committee that you may be appointed to? YES  NO   
Employer Board of Public Works  
How long have you been with your present employer? 10 yrs. How long with previous employer? —  
Present working hours 8am - 5pm 7am - 3:30pm summer hours

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

<u>[Signature]</u> Signature	<u>Chris Lee</u> Print Name	Date <u>12/13/2012</u>
<u>[Signature]</u> Signature	<u>Jeff Jeanneret</u> Print Name	Date <u>12-13-2012</u>
<u>[Signature]</u> Signature	<u>Matt Wenzel</u> Print Name	Date <u>12-13-2012</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 [Signature] Date 12/13/2012

**PRICING SUMMARY**

AGENDA ITEM  
NO 18

PRICING SUMMARY - 2013 Fleet/Non-Retail CC10903 2WD Reg Cab 133.0" Work Truck

Contract	13443	OC	
Base Price	16,599.00	Line 1	
Total Options:	498.00	Line 27	Spray lining over rail
Vehicle Subtotal	119.00	Line 21	ET4-3:73
Advert/Adjustments			
Destination Charge			
<b>GRAND TOTAL</b>	<b>\$ 17,216.00</b>		

1<sup>#</sup> OPTION

2<sup>#</sup> OPTION ADD \$500.00

DELIVERY TO AUBURN  
MEYER ENRP

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 262.0, Data updated 1/29/2013  
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

## SELECTED MODEL & OPTIONS

### SELECTED MODEL - 2013 Fleet/Non-Retail CC10903 2WD Reg Cab 133.0" Work Truck

<u>Code</u>	<u>Description</u>
CC10903	2013 Chevrolet Silverado 1500 2WD Reg Cab 133.0" Work Truck

### SELECTED VEHICLE COLORS - 2013 Fleet/Non-Retail CC10903 2WD Reg Cab 133.0" Work Truck

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

### SELECTED OPTIONS - 2013 Fleet/Non-Retail CC10903 2WD Reg Cab 133.0" Work Truck

#### CATEGORY

<u>Code</u>	<u>Description</u>
<b>SUSPENSION PKG</b>	
Z85	SUSPENSION PACKAGE, HANDLING/TRAILERING, HEAVY-DUTY includes 46 mm piston monotube shocks and 36mm front stabilizer bar (Included and only available with (Z82) Trailering package.)
<b>EMISSIONS</b>	
FE9	EMISSIONS, FEDERAL REQUIREMENTS
<b>ENGINE</b>	
L20	ENGINE, VORTEC 4.8L VARIABLE VALVE TIMING V8 SFI FLEXFUEL capable of running on unleaded or up to 85% ethanol (302 hp [225.2 kW] @ 5600 rpm, 305 lb-ft torque [411.8 N-m] @ 4600 rpm), iron block (Standard with CK10753 and C*10543 models only. Not available on C*10953 models.)
<b>TRANSMISSION</b>	
M30	TRANSMISSION, 4-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode (STD) (On Crew Cab models, requires (L20) Vortec 4.8L V8 SFI Flex-Fuel engine. Not available on C*10953 models.)
<b>AXLE</b>	
GU5	REAR AXLE, 3.23 RATIO (Standard and only available on (LU3) 4.3L V6 or (L20) Vortec 4.8L V8 SFI FlexFuel on 2WD models. Refer to Engine/Axle chart for availability.)
<b>PREFERRED EQUIPMENT GROUP</b>	
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP includes standard equipment
<b>WHEELS</b>	
NX7	WHEELS, 4 - 17" X 7.5" (43.2 CM X 19.1 CM) STEEL, 6-LUG PAINTED includes painted center caps (spare wheel will not cosmetically match the other 4 wheels) (STD)
<b>TIRES</b>	
QU1	TIRES, P245/70R17 ALL-SEASON, BLACKWALL includes a blackwall spare tire (Requires 2WD models.) (STD)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 262.0, Data updated 1/29/2013  
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:



## City of Auburn

1101 J Street  
Auburn, Nebraska 68305

February 11, 2013

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

### Street Department Activity Report (January 2013)

#### MAYOR

Scott Kudrna

#### COUNCIL MEMBERS

Katy Billings

Shawn Clark

Tom Clark

Larry Holtzman

Rick Janssen

Jeff Jeanneret

- Appliance and Furniture Recycle Lot – 5 times
- Brush Lot – 5 times
- Recycle trailer to American Recycling & Sanitation – 2 times
- Worked on equipment at city shop
- Garbage run at parks/lake/business area (bimonthly)
- Cut trees 6 right of way trees
- Snow removal – plowing streets – sanding streets
- Painted picnic tables

Harry Bridgmon  
Street Commissioner



AGENDA ITEM

NO 19

***Auburn Memorial Library***1810 Courthouse Ave  
Auburn, NE 68305**City Council Report  
February 2013**

- Pre-school storytime starts February 12<sup>th</sup> and runs each Tuesday for 6 weeks at 10:30 a.m.
- The library will be closed February 14<sup>th</sup> – 16<sup>th</sup> for new carpet installation.

**Statistical Report:**

<u>Date:</u>	<u>Circulation:</u>	<u>Patrons:</u>	<u>Money to City:</u>	<u>Computer Use:</u>
January 2013	4,238	2,296	\$657.39	482
January 2012	4,479	2,581	\$598.55	546
December 2012	3,727	2,072	\$663.11	396
December 2011	4,032	2,220	\$704.90	415



City of Auburn  
TIF Activity  
Report Date 1-31-13

Date	Description	Account Activity	Auburn 1		Auburn #2		Terrace		Auburn		Hemmingsen		Northwest		West		Orscheln	
			Auburn 1	SE Corner	Terrace Heights I	Terrace Heights II	Bowling Center I	Bowling Center II	Funeral Home	Sanitary Sewer	Project							
7/31/2012	Balance Forward	\$ 408,364.00	\$ 260,884.13	\$ 3,888.37	\$ 47,744.28	\$ 10,781.30	\$ (11,560.58)	\$ (7,882.37)	\$ 31,491.51	\$ 64,022.96	\$ 8,979.29	\$ 15.11						
8/1/2012	Eagles Loan Payment	\$ 88.67	\$ 88.67															
8/10/2012	Co. Collections	\$ 2,645.29	\$ 2,485.80	\$ 159.49														
8/15/2012	Legal Expenses	\$ (336.00)																
8/15/2012	Loan Payment	\$ (5,695.59)																
8/31/2012	Interest on Acct.	\$ 51.84	\$ 32.14	\$ 0.52	\$ 5.70	\$ 1.55			\$ 3.63	\$ 7.78	\$ 0.52							
9/4/2012	Eagles Loan Payment	\$ 88.67	\$ 88.67															
9/13/2012	Co. Collections	\$ 46,292.51	\$ 23,859.52	\$ 192.24	\$ 9,714.31	\$ 10,432.31												
9/30/2012	Interest on Acct.	\$ 53.23	\$ 32.47	\$ 0.53	\$ 6.39	\$ 2.13			\$ 3.73	\$ 7.45	\$ 0.53							
10/1/2012	Eagles Loan Payment	\$ 88.67	\$ 88.67															
10/2/2012	Auburn Newspapers	\$ (66.00)	\$ (40.26)	\$ (0.66)	\$ (7.92)	\$ (2.64)			\$ (4.62)	\$ (9.24)	\$ (0.66)							
10/5/2012	Co. Collections	\$ 18,679.07	\$ 11,466.79	\$ 496.72	\$ 7.07	\$ 7.60	\$ 2.37		\$ 6,691.20	\$ 1.52	\$ 5.80							
10/31/2012	Interest on Acct.	\$ 59.44	\$ 36.26	\$ 0.59	\$ 7.13	\$ 2.38			\$ 4.76	\$ 7.73	\$ 0.59							
11/1/2012	Eagles Loan Payment	\$ 88.67	\$ 88.67															
11/9/2012	Co. Collections	\$ 4,655.90	\$ 4,451.15	\$ 204.75														
11/13/2012	Legal Expenses	\$ (84.00)	\$ (84.00)															
11/30/2012	Interest on Acct.	\$ 58.25	\$ 35.54	\$ 0.58	\$ 6.99	\$ 2.33			\$ 4.66	\$ 7.57	\$ 0.58							
12/3/2012	Eagles Loan Payment	\$ 88.67	\$ 88.67															
12/10/2012	Co. Collections	\$ 770.67	\$ 751.72															
12/13/2012	Loan Payments	\$ (25,170.81)			\$ (6,741.72)	\$ (9,551.70)	\$ (3,481.84)	\$ (677.81)	\$ (4,717.74)									
12/31/2012	Interest on Acct.	\$ 57.58	\$ 36.85	\$ 0.58	\$ 6.33	\$ 1.73			\$ 4.03	\$ 7.48	\$ 0.58							
1/1/2013	Eagles Loan Payment	\$ 88.67	\$ 88.67															
1/11/2013	Co. Collections	\$ 12,354.58	\$ 10,695.07	\$ 1,606.26	\$ 12.88	\$ 13.84	\$ 4.32		\$ 8.87	\$ 2.78	\$ 10.56							
1/31/2013	Interest on Acct.	\$ 58.16	\$ 37.80		\$ 6.40	\$ 1.75			\$ 4.07	\$ 7.56	\$ 0.58							
		\$ 463,280.14	\$ 315,213.00	\$ 6,549.97	\$ 50,767.84	\$ 11,692.58	\$ (15,035.73)	\$ (8,560.18)	\$ 33,494.10	\$ 63,723.29	\$ 5,403.80	\$ 31.47						
	Adjust Bowling C	\$ (15,035.73)																
	Adjust Bowling C	\$ (8,560.18)																
	Aub 1 Project 2	\$ 6,549.97																
	NW Sewer	\$ 63,723.29																
	Adjusted Aub 1	\$ 509,957.49																



OFFICE OF THE  
**NEMAHA COUNTY SHERIFF**  
1805 N STREET AUBURN, NE 68305  
(402) 274-3139

AGENDA ITEM  
NO 20

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

FOR THE MONTH OF JANUARY, 2013

Total Number of Calls within the City of Auburn	97
Total Number of Ordinance/Animal Calls	9
Total Number of Actual Criminal Cases Reported/Initiated	19

\*The report of Law Enforcement activity reported above is based on the following:

- 1) Calls are the number of times that an officer was actually dispatched to a call – this does not include the number of actual phone calls for information, items that are civil in nature that are handled either by dispatch or by a deputy over the telephone, or other types of requests that does not result in a deputy responding.
- 2) Ordinance/Animal calls are those cases that are unique to the City of Auburn and its City Ordinances. They are reported strictly as number of calls regardless of whether the call took 10 minutes or 2 hours to resolve.
- 3) Actual criminal cases are those that resulted in a citation or arrest for a misdemeanor or felony, or those which resulted in the initiation of an investigation all of which would be reportable to the State Crime Commission or FBI.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "B. Lottman", is written over a horizontal line.

Brent Lottman  
Sheriff