

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, 2019

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

The Council may make and enforce reasonable rules and regulations regarding the conduct of persons attending its meetings and regarding their privilege to speak. The Council is not required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.
5. **APPROVAL OF MINUTES OF PREVIOUS MEETING(S).**
6. **APPROVAL OF FINANCIAL REPORT.**
7. **CLAIMS.**
8. **APPROVAL** for Attendance at Meeting(s).
9. **PROCLAMATION** – March Problem Gambling Awareness Month.
10. **NEMAHA COUNTY LEADERSHIP** – Request \$7500.00 in Keno funds for Class Project of “Honeybees of the Heartland”.
11. **CONSIDERATION** of request for approval of BPW Utility Easement running north of 6th St. on L St. (including vacated portion of L Street).
12. **RESOLUTION** to confirm conveyance of City owned real estate, re: vacated portion of “L” St., north of 6th St., subject to Utility Easement.
13. **7:00 P.M., or as soon as possible thereafter – PUBLIC HEARING** on the One and Six Year Plan for Street Improvements in the City of Auburn.

RESOLUTION – Action on 1 & 6 Year Plan.
14. **RESOLUTION** – Nemaha County LEOP Update.
15. **HOUSING PROGRAM REHABILITATION GRANT & LOAN** – Jeremy & Lisa Pierce for house at 1313 10th Street.

16. **HOUSING PROGRAM REHABILITATION GRANT** – Nate Leslie for house at 914 N Street.
17. **RESOLUTION** in support of application and sustainability of the National Park Service, Historic Revitalization Subgrant Program (HRSP).
18. **CONSIDERATION FOR APPROVAL** - Auburn Housing Study prepared and submitted by JEO.
19. **CONSIDERATION FOR APPROVAL** - contract with NEDED for CDBG Owner Occupied Housing grant.
20. **CONSIDERATION FOR APPROVAL** - Professional Service Agreement with SENDD for Owner Occupied Housing Rehab Project.
21. **CONSIDERATION** of proposal to transfer nuisance real estate at 714 Central Ave., Auburn, NE to the City of Auburn, NE for nuisance abatement.
22. **CONSIDERATION** of proposal to transfer nuisance real estate at 2001 “N” St., Auburn, NE to the City of Auburn, NE for nuisance abatement.
23. **APPOINTMENTS/REAPPOINTMENTS** –
 - Nemaha County newspaper
 - Historic Preservation member
24. **APPOINT** City Representative for the Workforce Housing Program Board.
25. **REPORTS/RECOMMENDATIONS** - - From Dept. Heads.
 - a. Street Department
 - b. Fire Department
 - c. Library
 - d. Treasurer
 - e. Airport Report
26. **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
27. **ADJOURNMENT.**

POSSIBLE MOTION FORMAT 2-11-19

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, 2019 meeting’s minutes and to approve the same as written

6. **APPROVAL OF FINANCIAL REPORT.**

POSSIBLE MOTION: I move to approve the financial report

7. **CLAIMS.**

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

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

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

9. **PROCLAMATION** – March Problem Gambling Awareness Month.

10. **NEMAHA COUNTY LEADERSHIP** – Request \$7500.00 in Keno funds for Class Project of “Honeybees of the Heartland”.

POSSIBLE MOTION: I move to approve Nemaha County Leadership’s request for \$7,500.00 in Keno funds for their Class Project of “Honeybees of the Heartland”

11. **CONSIDERATION** of request for approval of BPW Utility Easement running north of 6th St. on L St. (including vacated portion of L Street).

POSSIBLE MOTION: I move to approve the BPW utility easement running north of 6th St. on L St. (including the vacated portion of L Street).

12. **RESOLUTION** to confirm conveyance of City owned real estate, re: vacated portion of "L" St., north of 6th St., subject to Utility Easement.

POSSIBLE MOTION: I move to confirm the conveyance of City owned real estate, re: vacated portion of "L" Street, north of 6th Street, subject to utility easement by the passage and adoption of Resolution No. 5-19

13. **7:00 P.M., or as soon as possible thereafter – PUBLIC HEARING** on the One and Six Year Plan for Street Improvements in the City of Auburn.

POSSIBLE ACTION: Introduce Resolution No. 6-19 and move for its adoption

14. **RESOLUTION** – Nemaha County LEOP Update.

POSSIBLE MOTION: I move to approve the Nemaha County LEOP (Local Emergency Operations Plan) Update by the passage and adoption of Resolution No. 7-19

15. **HOUSING PROGRAM REHABILITATION GRANT & LOAN** – Jeremy & Lisa Pierce for house at 1313 10th Street.

HOUSING COMMITTEE RECOMMENDATION: To approve a rehabilitation grant of 30% of the actual eligible costs (documented by paid invoices) of the rehabilitation project up to \$7,049.02 and a one year interest free loan in an amount up to \$8,223.86 to Jeremy and Lisa Pierce for the rehabilitation of the house at 1313 10th Street

16. **HOUSING PROGRAM REHABILITATION GRANT** – Nate Leslie for house at 914 N Street.

HOUSING COMMITTEE RECOMMENDATION: To approve a rehabilitation grant of 30% of the actual eligible costs (documented by paid invoices associated with siding, soffit, facia, foundation repair, furnace, and hot water heater) of the rehabilitation project in an amount up to \$5,140.05 to Nate Leslie for the rehabilitation of the house at 914 N Street

17. **RESOLUTION** in support of application and sustainability of the National Park Service, Historic Revitalization Subgrant Program (HRSP).

POSSIBLE MOTION: I move to approve Resolution No. 8-19 in support of application and sustainability of the National Park Service Historic Revitalization Subgrant Program (HRSP)

18. **CONSIDERATION FOR APPROVAL** - Auburn Housing Study prepared and submitted by JEO.

POSSIBLE MOTION: I move to approve the Auburn Housing Study prepared and submitted by JEO

19. **CONSIDERATION FOR APPROVAL** - contract with NEDED for CDBG Owner Occupied Housing grant.

POSSIBLE MOTION: I move to approve the contract with NEDED for CDBG Owner Occupied Housing Grant 18-HO-36067 and authorize the Mayor to sign any necessary documents on behalf of the City of Auburn, in carrying out the grant

20. **CONSIDERATION FOR APPROVAL** - Professional Service Agreement with SENDD for Owner Occupied Housing Rehab Project.

POSSIBLE MOTION: I move to approve the Professional Service Agreement with SENDD (Southeast Nebraska Development District) for Owner Occupied Housing Rehab Grant No. 18-HO-36067 and authorize the Mayor to sign any necessary documents on behalf of the City of Auburn

21. **CONSIDERATION** of proposal to transfer nuisance real estate at 714 Central Ave., Auburn, NE to the City of Auburn, NE for nuisance abatement.

POSSIBLE MOTION: I move to approve the proposal to transfer nuisance real estate at 714 Central Avenue, Auburn, NE to the City of Auburn, NE for nuisance abatement

22. **CONSIDERATION** of proposal to transfer nuisance real estate at 2001 "N" St., Auburn, NE to the City of Auburn, NE for nuisance abatement.

POSSIBLE MOTION: I move to approve the proposal to transfer nuisance real estate at 2001 "N" Street, Auburn, NE to the City of Auburn, NE for nuisance abatement

23. **APPOINTMENTS/REAPPOINTMENTS** –

- Nemaha County newspaper (The Nemaha County Herald)
- Historic Preservation member

POSSIBLE ACTION: Roll call on appointments

24. **APPOINT** City Representative for the Workforce Housing Program Board.

POSSIBLE MOTION: I move that Mayor Dan White be the appointed City Representative for the Workforce Housing Program Board and that he be authorized to sign any documents necessary on behalf of the City of Auburn

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

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

26. **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
Housing Committee

27. **ADJOURNMENT**

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

Auburn, Nebraska
January 14, 2019

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, 2019, 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, 2019. Mayor Dan White presided over the meeting. The City Clerk/Treasurer of the City of Auburn, Nemaha County, Nebraska, recorded the proceedings.

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

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

Council Member Billings arrived at the city council chambers at 7:01 p.m.

Council Member Jeanneret moved to dispense with the reading of the December 10, 2018 meeting's minutes and to approve the same as written. The foregoing motion was seconded by Council Member Tom Clark and upon roll call vote, the following Council Members voted "YEA": Tom Clark, Erickson, Janssen, Jeanneret, and Billings. The following voted "NAY": No one. Motion: Carried.

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

The following December claims were presented before the Council for ratification: AFLAC, Wh-73.80; American Recycling & Sanitation, Se-335.00; Black Hills Energy, Ut-533.87; Blue Cross-Blue Shield, Ins-4,292.27; Auburn BPW, Ut-4,547.24; Capital Business Systems, Se-220.41; City of Auburn, CRA Reim-13,282.08; Cline Williams, CRA Se-400.00; First National Bank Omaha, Su-533.05; Linda Bantz, Se-400.00; Mark Harms, Ex-500.00; Mid-American Benefits Inc., Ins-51.25; Nemaha County, Se-26,583.33; Nemaha County Treasurer, Refund-1,932.70; RediTech, Se-211.00; Region V-SENDS, Se-375.00; Stutheit International LLC, CRA Project-433.60; The Standard, Ins-358.55; Time Warner Cable, Se-739.86; Verizon Wireless, Se-47.84; Windstream, Ut-16.44; Wex Bank, Su-2,041.50. The following January claims were presented before the Council for ratification: American Recycling & Sanitation, Se-373.50; Black Hills Energy, Ut-807.53; Blue Cross-Blue Shield, Ins-4,695.93; Auburn BPW, Ut-4,665.23; Linda Bantz, Se-400.00; Mark Harms, Ex-500.00; Nemaha County, Se-29,293.50; Time Warner Cable, Se-159.02; Verizon Wireless, Se-80.02; Wex Bank, Su-1293.58; Windstream, Ut-140.32. The following January claims (not previously approved by motion or resolution) were presented: Adam Rademacher, Se-85.00; Airstream Heating and Cooling, Se-93.48; Amazon, Bk-AV-66.63; American Legal Publishing, Se-399.00; Auburn Chamber of Commerce, Promotional Invest-2,085.00; Auburn Design Shop, Se-Su-66.62; Auburn Development Council, Promotional Invest-5,000.00; Auburn Memorial Library Petty Cash, Su-65.27; Auburn Newspapers, Se-153.71; Baker & Taylor, Bk-534.96; Beard's Salvage Inc., Su-48.44; Blackstone Publishing, Bk-AV-653.32; BOO Inc dba Bobcat of Omaha, Su-100.08; Bulldog Auto Supply Inc., Su-1,405.91; Capital Business Systems, Su-85.30; Casey Agency, Ins-470.00; Center Point Large Print, Bk-AV-28.49; Clark Equipment Co., Equip-2,894.08; Concrete Industries Inc., Su-1,352.88; Data Technologies Inc., Su-83.40; Eakes Office Solutions, Su-428.75; Eggers Brothers Inc., Su-347.31; First National Bank Omaha, Card Transactions-353.47; Gale/Cengage Learning, Bk-AV-102.81; Gilbert Services, Se-20.00; JEO Consulting Group Inc., Se-5,148.75; Massman Nelson Reinig PC, Se-14,750.00; Mellage Truck & Tractor Inc., Se-Su-3,344.35; Menards, Su-14.99; Merz Ink, Su-30.00; Meyer Laboratory Inc., Su-95.98; Mid Con Systems Inc., Su-774.00; Nebraska Library Commission, Ex-1,156.30; Nemaha County Clerk, Se-86.00; OCLC Inc., Sub-60.18; Orscheln

(Card Services) Su-198.22; Overdrive, Inc., Bk-AV-358.98; RediTech, Se-751.00; Ricoh USA Inc., Su-41.06; Sack Lumber Co., Su-17.99; Southeast Area Clerks Assoc., Mem-10.00.

Abbreviations for this legal: AV-Audio Visual; Bk-Book; Contrib-Contribution; CRA-Community Redevelopment Authority; DTR-Downtown Revitalization; 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; TIF-Tax Increment Financing; UA-Uniform Allowance; Ut-Utilities; Wh-Withholding.

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

There weren't any requests to attend meetings or trainings.

Being unable to attend the city council meeting, the request by Project Response regarding the Little Free Pantry Project was postponed until next month's meeting.

Discussion was held regarding the request by Dave Pieters for review of a survey for the recently vacated street, "L" Street, north of 6th Street.

Mayor White proclaimed January 2019 as National Mentoring Month, which proclamation was:

Proclamation – National Mentoring Month, January 2019

Whereas, The future of Auburn and the State of Nebraska lies with our youth, and educated, persistent, and supported children will give rise to a stronger community, state, and nation; and

Whereas, All youth face challenges, though they may occur at different times and be of different magnitudes, that threaten their current and future well-being; and

Whereas, The support and encouragement of caring, consistent TeamMates mentors is an effective means by which to provide the guidance young people need to successfully navigate adverse circumstances and reach their full potential; and

Whereas, Research has shown that a TeamMates mentor has the power to transform the lives of young people by increasing academic performance, improving rates of high school graduation, and expanding enrollment in a post-secondary degree programs; and

Whereas, Many young people in this town and the surrounding area desire to have a TeamMates mentor and there are not currently enough volunteers to provide a mentor to those youth; and

Whereas, The establishment of National Mentoring Month will emphasize the importance of mentoring and recognize with praise and gratitude the many citizens of Auburn, Brownville, Nemaha, and Peru already mentoring as part of the District 29 TeamMates Mentoring Program; and

Whereas, National Mentoring Month will above all encourage more people to volunteer as TeamMates mentors to the benefit of youth in District 29 and throughout the State of Nebraska.

Now, Therefore, I, Dan White, Mayor of the City of Auburn DO HEREBY PROCLAIM January 2019, as NATIONAL MENTORING MONTH in Auburn and I hereby call upon citizens of

Auburn and interested groups to observe the month with appropriate ceremonies and activities to promote awareness of and volunteer involvement in the TeamMates Mentoring Program.

Mayor White appointed Parker Norris and Riley Grable to the Auburn Volunteer Fire Department. Upon calling the roll, the following Council Members voted "YEA": Janssen, Jeanneret, Billings, Tom Clark and Erickson. The following voted "NAY": No one. Appointments: Confirmed. The Mayor reappointed Dean Coulter and Doug Jones to the Board of Adjustment. Upon calling the roll, the following Council Members voted "YEA": Jeanneret, Billings, Tom Clark, Erickson, and Janssen. The following voted "NAY": No one. Reappointments: Confirmed. Mayor White reappointed Jenna Henrichs, Maria Hudson, Jamie Aue, Chantelle Wilke, Cori Rademacher, Casie Allen, Mallory Siebold, Codi Sailors, Jennifer Hawley, Katy Billings, Logan Merz, Scott Riley, and Lynsey Schmidt to Adult City Rec. Upon calling the roll, the following Council Members voted "YEA": Billings, Tom Clark, Erickson, Janssen, and Jeanneret. The following voted "NAY": No one. Reappointments: Confirmed.

Council Member Erickson moved to approve the bids submitted by The Lumberjack Company for removal of nuisance conditions on properties located at 1105 7th Street with an additional cost of \$800 for haul-a-way and dumping on removal of the garage, 1206 7th Street (no change in bid), and with an additional cost of \$4,900 on cost of asbestos removal prior to demolition associated with 1713 O Street by the passage and adoption of Resolution No. 1-19. The foregoing motion was seconded by Council Member Billings and upon roll call vote, the following Council Members voted "YEA": Erickson, Janssen, Jeanneret, and Billings. The following voted "NAY": Tom Clark. Motion: Carried. A true and correct copy of said resolution is as follows:

RESOLUTION NO. 1-19

Of

THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION TO ACCEPT DEMOLITION BID(S) ON NUISANCE PROPERTIES WITHIN THE COMMUNITY LOCATED AT 1105 7TH ST., 1206 7TH ST., & 1713 "O" ST., AUBURN, NE.

WHEREAS, On December 10, 2018, the City Council approved motion to seek bids for removal of nuisance conditions at properties located and identified at 1105 7th St., 1206 7th St., and 1713 "O" St., Auburn, NE.

WHEREAS, On June 20, 2018, the Nemaha County District Court Ordered and Directed that after 30 days from the said date the City of Auburn, NE., is permitted to clean-up and remove property and structures constituting a nuisance on the premises of and at 1105 7th St., 1206 7th St., and 1713 "O" St., Auburn, Nemaha County, Nebraska, and assess the costs of clean up and removal to the real estate.

WHEREAS, The City received proposals pursuant to request for bids published in the Nemaha County Herald, a newspaper of general circulation within Auburn, NE.

1. The Lumber Jack Co., in Nebraska City, NE., authorized agent: Brad L. Maybee, submitted the attached bids Nos. 1867, 1868, and 1927, for demolition and removal of nuisance structures and worthless vegetation on the properties, located at the above identified addresses, including haul away and dumping fees of \$6,000.00 per property.
2. Cuba Const. LLC, Columbus, NE., submitted the attached bid No. E187, for demolition of all structures on the property, including haul away and dumping fees of \$24,000.00 total.

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

1. The City of Auburn, NE. hereby accepts the proposed bid(s) of The Lumber Jack Co., of Nebraska City, NE., Bid No. 1867 with an additional \$800.00 for haul-a-way and

dumping on removal of the garage at 1105 7th St.; Bid No. 1868, including removal and haul-a-way of shed upon the property; and, Bid No. 1928 for asbestos removal prior to demolition at 1713 "O" St. (all bids approved are attached hereto). Total amount of accepted bids is \$17,700.00.

2. Acceptance of the above bid(s) is subject to and conditioned upon, Contractor's complete removal of the sycamore tree located on the west side of the property at 2209 "M" St., Auburn, NE., at no additional cost to the City of Auburn, NE.
3. Acceptance of the above bid(s) is further subject to the complete removal of asbestos at 1713 "O" St., including the garage thereon, complete removal of the garage at 1105 7th St., and removal of the Shed at 1206 7th St., at no additional cost to the City of Auburn, NE.
4. The Mayor is authorized to sign any necessary documents or take further action on behalf of the City of Auburn, NE. in carrying out the provisions of this Resolution.

Council Member Billings moved for declaration of certain Commercial/Residential real estate as a public nuisance and ordering nuisance abatement of said property by legal remedy (1107 Central Avenue) by the passage and adoption of Resolution No. 2-19. The foregoing motion was seconded by Council Member Erickson and upon roll call vote, the following Council Members voted "YEA": Tom Clark, Erickson, Janssen, Jeanneret, and Billings. The following voted "NAY": No one. Motion: Carried. A true and correct copy of said resolution is as follows:

RESOLUTION NO. 2-19

Of

THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

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

WHEREAS, the City of Auburn, NE, has identified certain abandon or dilapidated real estate within Auburn, NE, as unsightly, in its present state of disrepair, offensive to the senses and injuries to the comfort, health, repose and/or safety of the residents of the City and tends to depreciate the value of the property of others;

WHEREAS, the City, through law enforcement, originally sent notice of code violations on or about July 24, 2017, served upon title owner(s), with additional correspondence with legal counsel about the unkept and dilapidated condition of the vacated property. The real estate has remained vacated within a dilapidated state, the property appears as unkept, unmaintained, and unusable in its current condition.

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

1107 Central Ave., Auburn, NE.
LT 3 and LT 4, Blk 2, Howe, Nixon, & Wilson
Add., to Auburn.
(legal is for reference only)
Owner: Charles Nixon
Lienholder: none identified

WHEREAS, the commercial structure and real estate continues to be a health and safety hazard to the public and community and must be cleared, removed, and/or maintained in a safe, secure, and proper manner. *See*, attached hereto and incorporated herein by this reference Exhibits showing the current appearance and condition of the commercial structure and real estate taken on December 28, 2018;

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

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Auburn, Nemaha County, Nebraska, that the unkept and unsightly residential structure shall be removed, cleaned, and/or maintained by the owner or by the City of Auburn, NE, through appropriate legal remedy;

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

Council Member Billings moved for declaration of certain Residential real estate as a public nuisance and ordering nuisance abatement of said property by legal remedy (1118 8th Street) by the passage and adoption of Resolution No. 3-19. The foregoing motion was seconded by Council Member Tom Clark and upon roll call vote, the following Council Members voted "YEA": Erickson, Janssen, Jeanneret, Billings, and Tom Clark. The following voted "NAY": No one. Motion: Carried. A true and correct copy of said resolution is as follows:

RESOLUTION NO. 3-19

Of

THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

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

WHEREAS, the City of Auburn, NE, has identified certain abandon or dilapidated real estate within Auburn, NE, as unsightly, in a present state of disrepair, offensive to the senses and injuries to the comfort, health, repose and/or safety of the residents of the City and tends to depreciate the value of the property of others;

WHEREAS, the City through legal counsel, on or about September 25, 2018, has served upon title owner(s) written notice of the poor and dilapidated condition of the real estate and made demand that the property be rehabilitated or demolished;

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

1118 8th St., Auburn, NE.
W1/2 of LT 9 and all of LT 8, Blk 30, Sheridan
Add., to Auburn.
(legal is for reference only)
Owner: Keith B. Williams
Lienholder: none identified

WHEREAS, the residential structure and real estate continues to be a health and safety hazard to the public and community and must be cleared, removed, and/or maintained in a safe, secure, and proper manner. See, attached hereto and incorporated herein by this reference Exhibits showing the current appearance and condition of the commercial structure and real estate taken on January 2, 2018;

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

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Auburn, Nemaha County, Nebraska, that the unkept and unsightly residential structure shall be removed, cleaned, and/or maintained by the owner or by the City of Auburn, NE, through appropriate legal remedy;

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

Discussion was held on the agenda item to consider the declaration of certain Residential real estate as a public nuisance and ordering nuisance abatement of said property by legal remedy (1414 O Street). The property owners were present to answer questions. Following discussion, no action was taken.

Council Member Billings moved for declaration of certain Residential real estate as a public nuisance and ordering nuisance abatement of said property by legal remedy (2023 L Street) by the passage and adoption of Resolution No. 4-19. The foregoing motion was seconded by Council Member Janssen and upon roll call vote, the following Council Members voted "YEA": Janssen, Jeanneret, Billings, Tom Clark, and Erickson. The following voted "NAY": No one. Motion: Carried. A true and correct copy of said resolution is as follows:

RESOLUTION NO. 4-19
Of
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

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

WHEREAS, the City of Auburn, NE, has identified certain abandon or dilapidated real estate within Auburn, NE, as unsightly, in a present state of disrepair, offensive to the senses and injuries to the comfort, health, repose and/or safety of the residents of the City and tends to depreciate the value of the property of others;

WHEREAS, the City through legal counsel, on or about September 26, 2018, has served upon title owner(s) written notice of the poor and dilapidated condition of the real estate and made demand that the property be rehabilitated or demolished;

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

2023 'L' St., Auburn, NE.
LT 7 and the S1/2 of LT 8, Blk 7, Calvert First
Add., to Auburn.
(legal is for reference only)
Owner: Antonino A. Alaracon
Lienholder: none identified

WHEREAS, the residential structure and real estate continues to be a health and safety hazard to the public and community and must be cleared, removed, and/or maintained in a safe, secure, and

proper manner. *See*, attached hereto and incorporated herein by this reference Exhibits showing the current appearance and condition of the commercial structure and real estate taken on or about January 4, 2019;

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

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Auburn, Nemaha County, Nebraska, that the unkept and unsightly residential structure shall be removed, cleaned, and/or maintained by the owner or by the City of Auburn, NE, through appropriate legal remedy;

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

Discussion was held regarding the 2019 local housing program and the request submitted by Jeremy & Lisa Pierce for a rehabilitation grant and a rehabilitation loan for a house at 1313 10th Street. Action on the request will be considered next month.

Council Member Erickson moved to approve the request submitted by Griffin Bates for a grant in the amount of \$10,000 for new construction of a single family house in Glenrock Addition. The foregoing motion was seconded by Council Member Billings and upon roll call vote, the following Council Members voted "YEA": Jeanneret, Billings, Tom Clark, and Erickson. The following voted "NAY": Janssen. Motion: Carried.

Reports from department heads and council committees were given. A written financial report was provided by the Auburn Community Redevelopment Authority. A written report of law enforcement activity within the City of Auburn for December, 2018, was also provided.

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

Mayor White declared the meeting adjourned.

Dan White, 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, 2019; 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

RESOLUTION NO. 1 -19
Of
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION TO ACCEPT DEMOLITION BID(S) ON NUISANCE PROPERTIES WITHIN THE COMMUNITY LOCATED AT 1105 7TH ST., 1206 7TH ST., & 1713 "O" ST., AUBURN, NE.

WHEREAS, On December 10, 2018, the City Council approved motion to seek bids for removal of nuisance conditions at properties located and identified at 1105 7th St., 1206 7th St., and 1713 "O" St., Auburn, NE.

WHEREAS, On June 20, 2018, the Nemaha County District Court Ordered and Directed that after 30 days from the said date the City of Auburn, NE., is permitted to clean-up and remove property and structures constituting a nuisance on the premises of and at 1105 7th St., 1206 7th St., and 1713 "O" St., Auburn, Nemaha County, Nebraska, and assess the costs of clean up and removal to the real estate.

WHEREAS, The City received proposals pursuant to request for bids published in the Nemaha County Herald, a newspaper of general circulation within Auburn, NE.

1. The Lumber Jack Co., in Nebraska City, NE., authorized agent: Brad L. Maybee, submitted the attached bids Nos. 1867, 1868, and 1927, for demolition and removal of nuisance structures and worthless vegetation on the properties, located at the above identified addresses, including haul away and dumping fees of \$6,000.00 per property.
2. Cuba Const. LLC, Columbus, NE., submitted the attached bid No. E187, for demolition of all structures on the property, including haul away and dumping fees of \$24,000.00 total.

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

1. The City of Auburn, NE. hereby accepts the proposed bid(s) of The Lumber Jack Co., of Nebraska City, NE., Bid No. 1867 with an additional \$800.00 for haul-a-way and dumping on removal of the garage at 1105 7th St.; Bid No. 1868, including removal and

haul-a-way of shed upon the property; and, Bid No. 1928 for asbestos removal prior to demolition at 1713 "O" St. (all bids approved are attached hereto). Total amount of accepted bids is \$17,700.00.

2. Acceptance of the above bid(s) is subject to and conditioned upon, Contractor's complete removal of the sycamore tree located on the west side of the property at 2209 "M" St., Auburn, NE., at no additional cost to the City of Auburn, NE.
3. Acceptance of the above bid(s) is further subject to the complete removal of asbestos at 1713 "O" St., including the garage thereon, complete removal of the garage at 1105 7th St., and removal of the Shed at 1206 7th St., at no additional cost to the City of Auburn, NE.
4. The Mayor is authorized to sign any necessary documents or take further action on behalf of the City of Auburn, NE. in carrying out the provisions of this Resolution.

PASSED and APPROVED, this 14th day of January, 2019.


Daniel White, Mayor of the
City of Auburn, Nebraska

ATTEST:


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



The Lumberjack Co
1009 7th Corso
Nebraska City, NE 68410 US

ESTIMATE

ADDRESS

City of Auburn
1123 13th St
Auburn, NE 68305

ESTIMATE # 1867
DATE 08/28/2018

ACTIVITY	QTY	RATE	AMOUNT
Services			
Demo 1105 7th St	1	6,000.00	6,000.00
Tap sewer line			
Fill hole when finished			
TOTAL			\$6,000.00

Accepted By

Accepted Date

The Lumberjack Co
1009 7th Corso
Nebraska City, NE 68410 US

ESTIMATE

ADDRESS

City of Auburn
1123 13th St
Auburn, NE 68305

ESTIMATE # 1868

DATE 08/28/2018

ACTIVITY	QTY	RATE	AMOUNT
Services	1	6,000.00	6,000.00
Demo 1206 7th St			
Tap sewer line			
Fill hole when finished			
TOTAL			\$6,000.00

Accepted By

Accepted Date

The Lumberjack Co
1009 7th Corso
Nebraska City, NE 68410 US

ESTIMATE

ADDRESS

City of Auburn
1123 13th St
Auburn, NE 68305

ESTIMATE # 1927
DATE 11/08/2018

ACTIVITY	QTY	RATE	AMOUNT
Services 1713 O St Tear down house Clean up debris, fill hole, tap sewer line (This bid does not include removing foundation because of the silver sealant on the foundation)	1	6,000.00	6,000.00
Services This does not include removal of stone foundation due to silver sealant on foundation. (If foundation is to be removed it has to go to land fill at \$800.00 to this bid for the extra weight)	1	0.00	0.00
TOTAL			\$6,000.00

Accepted By

Accepted Date

The Lumberjack Co
1009 7th Corso
Nebraska City, NE 68410 US

ESTIMATE

ADDRESS

City of Auburn
1123 13th St
Auburn, NE 68305

ESTIMATE # 1928
DATE 11/08/2018

ACTIVITY	QTY	RATE	AMOUNT
Services 1713 O St Remove slate siding from house	1	2,300.00	2,300.00
Services Remove flat roof off of house and 2 roof vents 1713 O St	1	800.00	800.00
Services Remove shingles from garage roof (garage is unsafe to for anyone to be working. Will be need to torn down and hauled at same time of house) 1713 O St	1	0.00	0.00
Services Remove silver sealant from foundation. This will require chiseling sealant with hammer and wide chisels in order to remove from the foundation. (I would recommend tearing house down and leaving foundation instead of wasting the labor to chisel the product off of the foundation) 1713 O St	1	1,800.00	1,800.00
TOTAL			\$4,900.00

Accepted By

Accepted Date

Cuba Construction LLC
5151 38th Ave
Columbus, NE 68601
cell# 402-563-4762

Estimate

Number E187
Date 1/6/2019

Bill To
City of Auburn
1101 J Street
Auburn, NE, 68305

Terms Project

Description	Quantity/Hours	Price/Rate	Tax	Amount
Demolition and removal of 3 houses, garages & structure.				
Concrete slabs & vegetation around houses 1105 7th Street, 1206 7th Street and 1713 O Street. Fill in holes (Asbestos removal by the City)				
All utilities to be disconnected by the City pryer to demolition				\$23,250.00
Seed Lots per American Lawn Care \$250.00 X 3 Lots				\$750.00
Seed specs per American Lawn Care - Their time frame is Mid May 402-274-3794				

All material is guaranteed to be as specified and the above work to be performed in accordance with the specifications submitted, with payments to be made as follows:

Sub Total \$24,000.00
Sales Tax 0% on \$0.00 \$0.00

This estimate may be withdrawn, if not accepted in 20 days.

Total \$24,000.00

RESOLUTION NO. 2 -19

Of

THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

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

WHEREAS, the City of Auburn, NE, has identified certain abandon or dilapidated real estate within Auburn, NE, as unsightly, in its present state of disrepair, offensive to the senses and injuries to the comfort, health, repose and/or safety of the residents of the City and tends to depreciate the value of the property of others;

WHEREAS, the City, through law enforcement, originally sent notice of code violations on or about July 24, 2017, served upon title owner(s), with additional correspondence with legal counsel about the unkept and dilapidated condition of the vacated property. The real estate has remained vacated within a dilapidated state, the property appears as unkept, unmaintained, and unusable in its current condition.

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

1107 Central Ave., Auburn, NE.
LT 3 and LT 4, Blk 2, Howe, Nixon, & Wilson
Add., to Auburn.
(legal is for reference only)
Owner: Charles Nixon
Lienholder: none identified

WHEREAS, the commercial structure and real estate continues to be a health and safety hazard to the public and community and must be cleared, removed, and/or maintained

in a safe, secure, and proper manner. See, attached hereto and incorporated herein by this reference Exhibits showing the current appearance and condition of the commercial structure and real estate taken on December 28, 2018;

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

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Auburn, Nemaha County, Nebraska, that the unkept and unsightly residential structure shall be removed, cleaned, and/or maintained by the owner or by the City of Auburn, NE, through appropriate legal remedy;

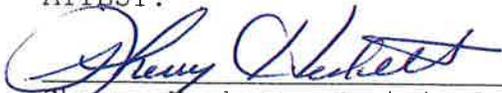
NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Auburn, Nemaha County, Nebraska, that the City Attorney is directed to proceed with nuisance abatement through the Nemaha County District Court, seeking removal of dilapidated structures and clean-up of the above listed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

PASSED and APPROVED, this 14th day of January, 2019.



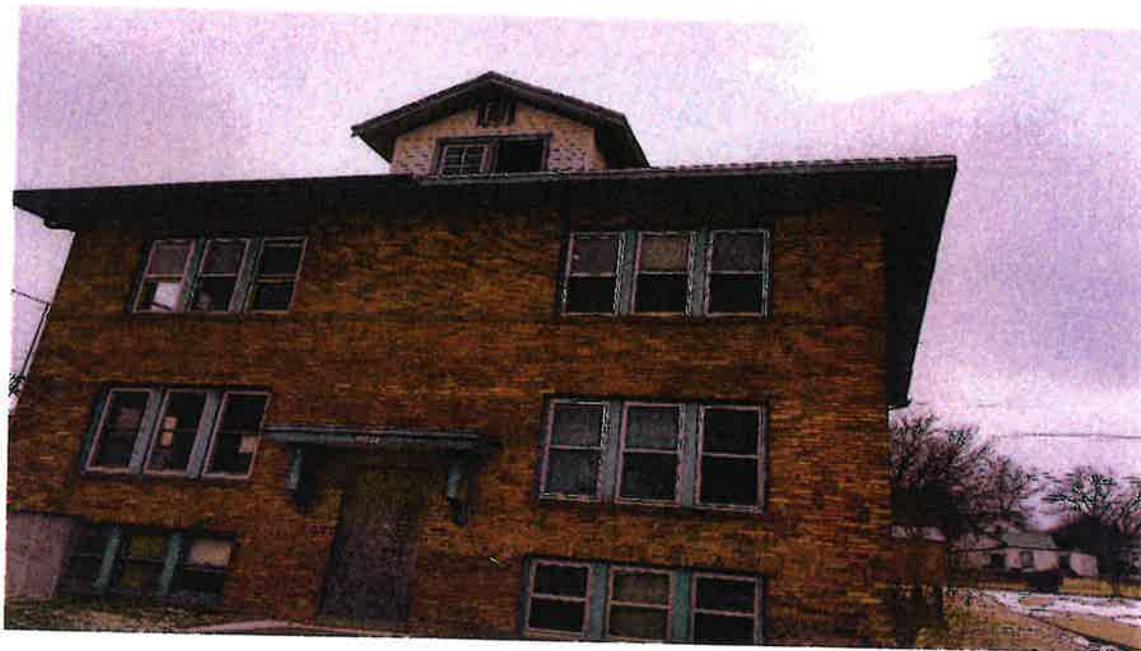
R. Daniel White, Mayor of the
City of Auburn, Nebraska

ATTEST:

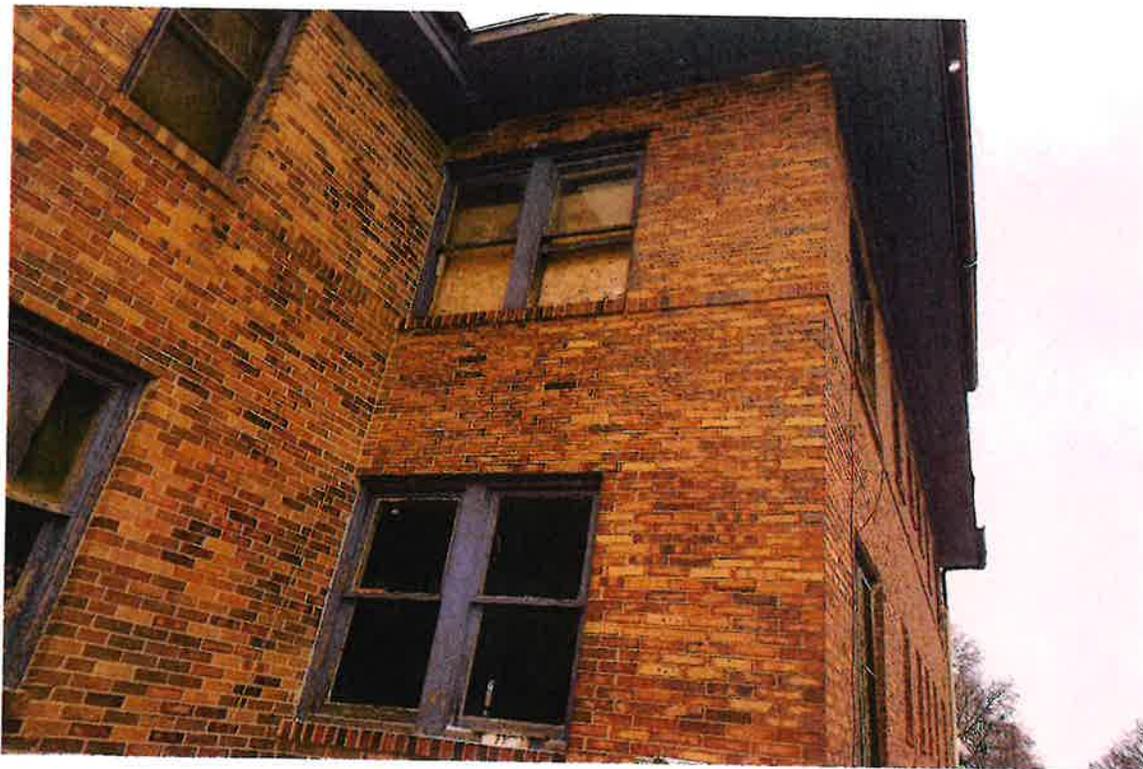
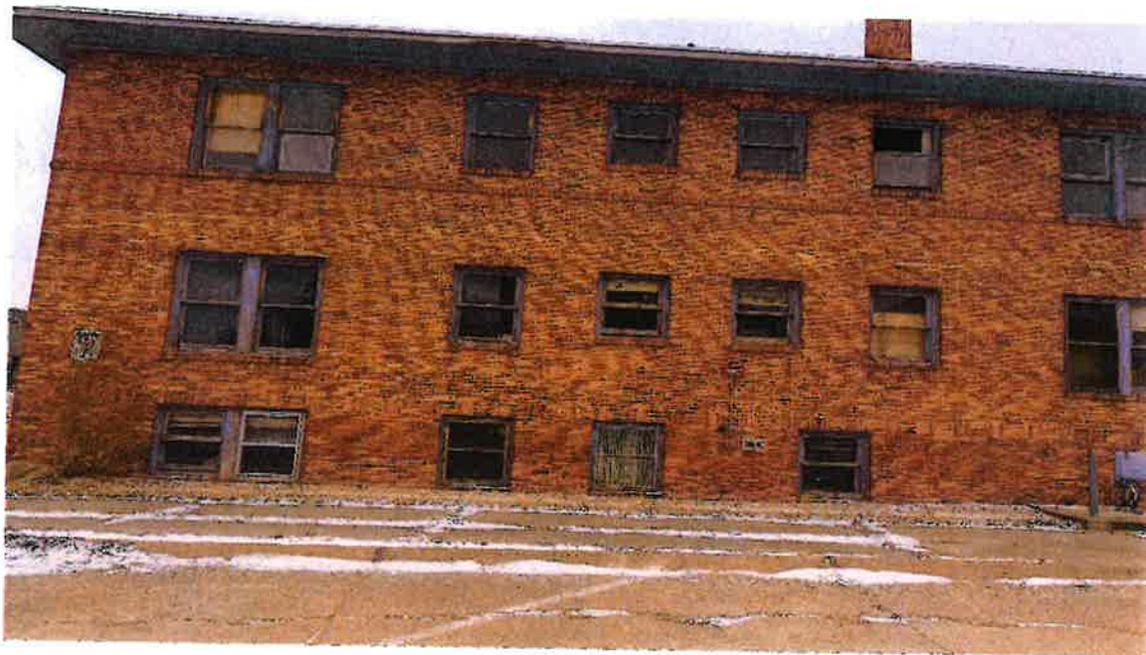


Sherry Heskett, Municipal Clerk
of the City of Auburn, Nebraska





1107 Central Ave.
December 28, 2018
Exhibit 1, pg. 1



1107 Central Ave.
December 28, 2018
Exhibit 1, pg. 2



1107 Central Ave.
December 28, 2018
Exhibit 1, pg. 3

RESOLUTION NO. 3 -19
Of
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

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

WHEREAS, the City of Auburn, NE, has identified certain abandon or dilapidated real estate within Auburn, NE, as unsightly, in a present state of disrepair, offensive to the senses and injuries to the comfort, health, repose and/or safety of the residents of the City and tends to depreciate the value of the property of others;

WHEREAS, the City through legal counsel, on or about September 25, 2018, has served upon title owner(s) written notice of the poor and dilapidated condition of the real estate and made demand that the property be rehabilitated or demolished;

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

1118 8th St., Auburn, NE.
W1/2 of LT 9 and all of LT 8, Blk 30, Sheridan
Add., to Auburn.
(legal is for reference only)
Owner: Keith B. Williams
Lienholder: none identified

WHEREAS, the residential structure and real estate continues to be a health and safety hazard to the public and community and must be cleared, removed, and/or

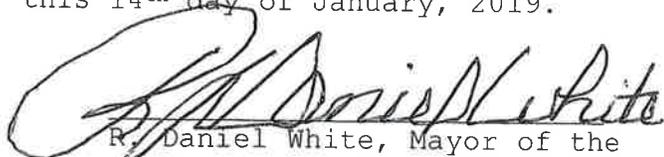
maintained in a safe, secure, and proper manner. See, attached hereto and incorporated herein by this reference Exhibits showing the current appearance and condition of the commercial structure and real estate taken on January 2, 2018;

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

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Auburn, Nemaha County, Nebraska, that the unkept and unsightly residential structure shall be removed, cleaned, and/or maintained by the owner or by the City of Auburn, NE, through appropriate legal remedy;

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

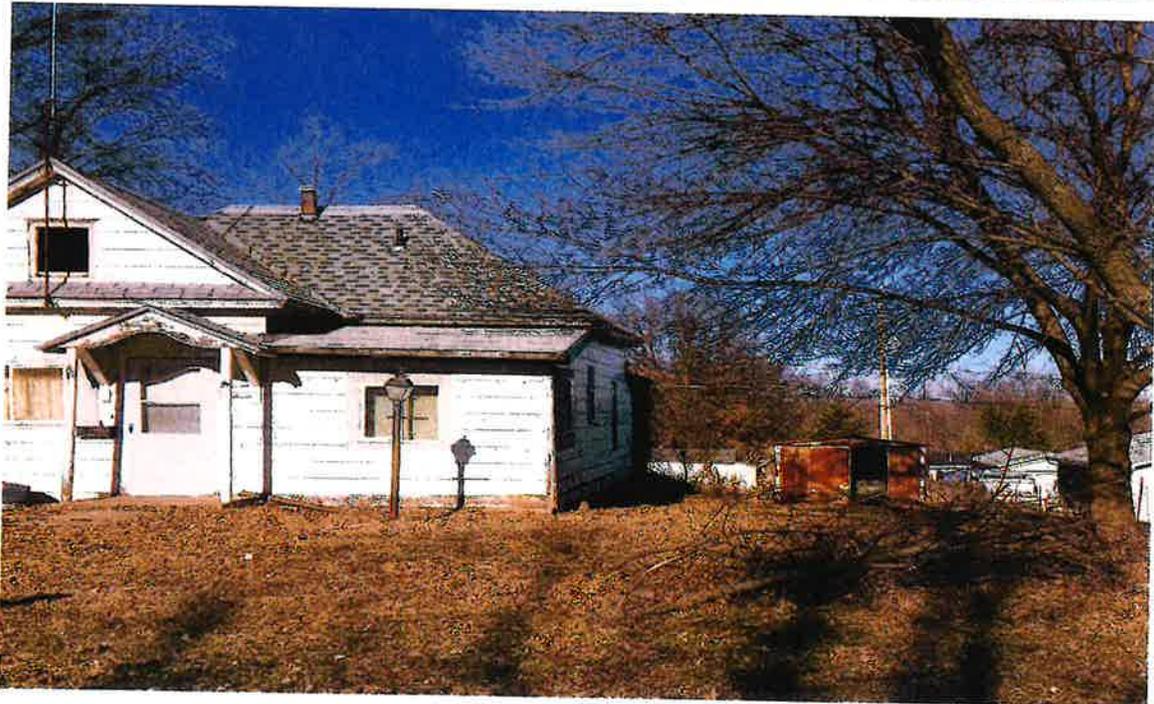
PASSED and APPROVED, this 14th day of January, 2019.


R. Daniel White, Mayor of the
City of Auburn, Nebraska

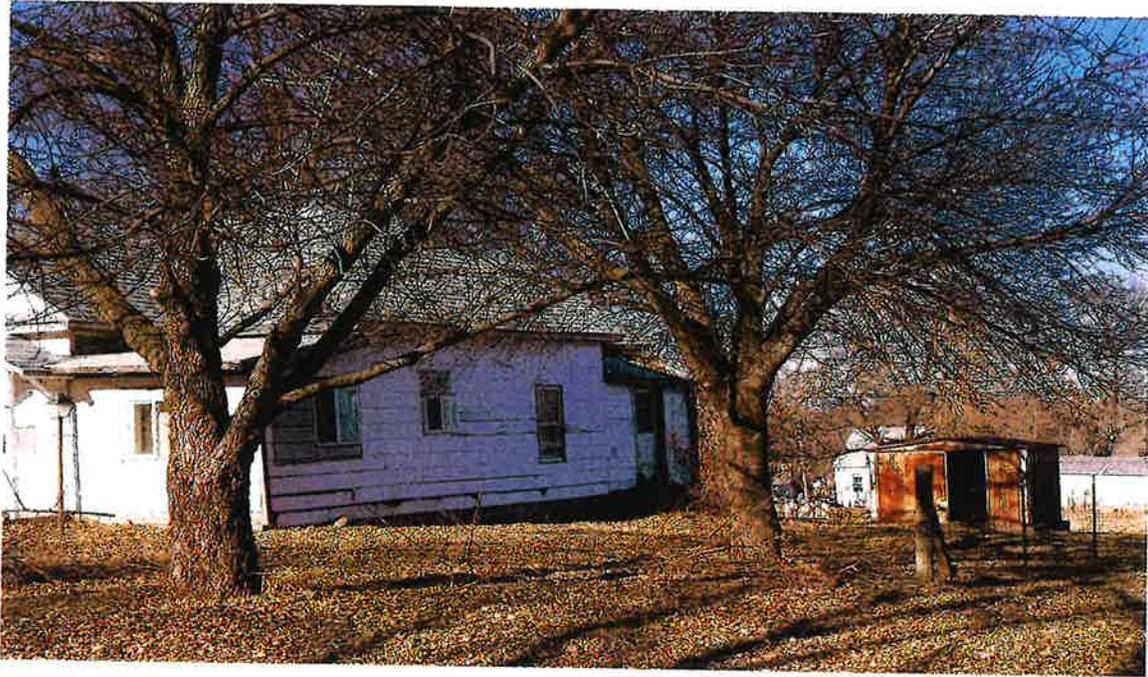
ATTEST:


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





1118 8th Street
January 2, 2019
Exhibit 1, pg. 1



1118 8th Street
January 2, 2019
Exhibit 1, pg. 2

RESOLUTION NO. 4 -19
OF
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

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

WHEREAS, the City of Auburn, NE, has identified certain abandon or dilapidated real estate within Auburn, NE, as unsightly, in a present state of disrepair, offensive to the senses and injuries to the comfort, health, repose and/or safety of the residents of the City and tends to depreciate the value of the property of others;

WHEREAS, the City through legal counsel, on or about September 26, 2018, has served upon title owner(s) written notice of the poor and dilapidated condition of the real estate and made demand that the property be rehabilitated or demolished;

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

2023 'L' St., Auburn, NE.
LT 7 and the S1/2 of LT 8, Blk 7, Calvert First
Add., to Auburn.
(legal is for reference only)
Owner: Antonino A. Alaracon
Lienholder: none identified

WHEREAS, the residential structure and real estate continues to be a health and safety hazard to the public and community and must be cleared, removed, and/or

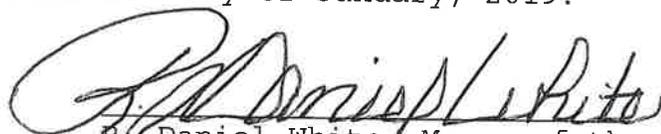
maintained in a safe, secure, and proper manner. See, attached hereto and incorporated herein by this reference Exhibits showing the current appearance and condition of the commercial structure and real estate taken on or about January 4, 2019;

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

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Auburn, Nemaha County, Nebraska, that the unkept and unsightly residential structure shall be removed, cleaned, and/or maintained by the owner or by the City of Auburn, NE, through appropriate legal remedy;

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

PASSED and APPROVED, this 14th day of January, 2019.



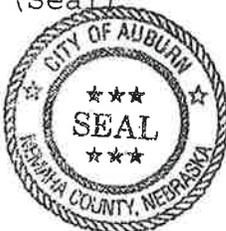
R. Daniel White, Mayor of the City of Auburn, Nebraska

ATTEST:



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

(Seal)



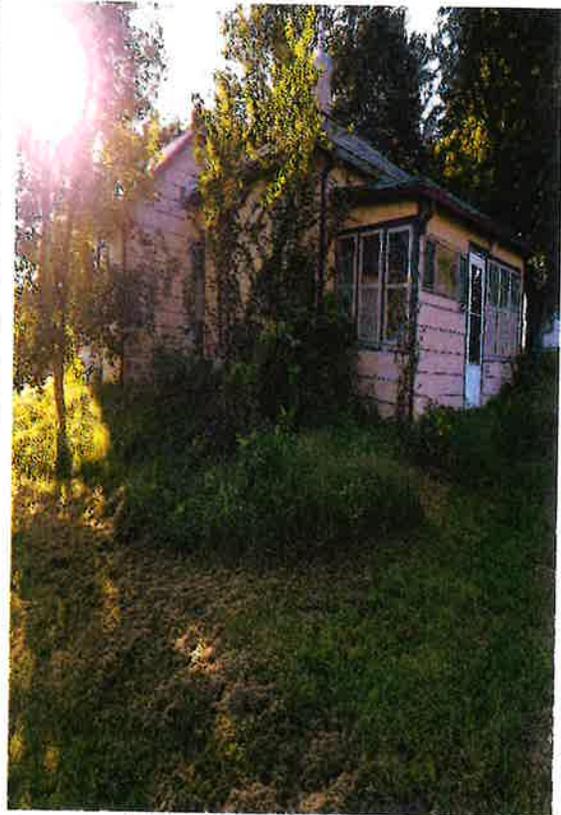
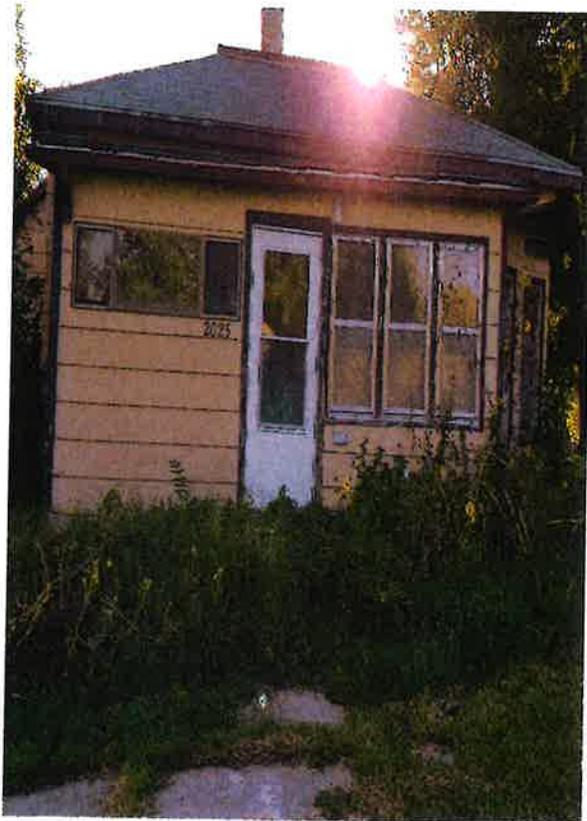


Exhibit 1, pg. 1 of 3
2023 L Street
September 21, 2018



Exhibit 1, pg. 2 of 3
2023 L Street
September 21, 2018

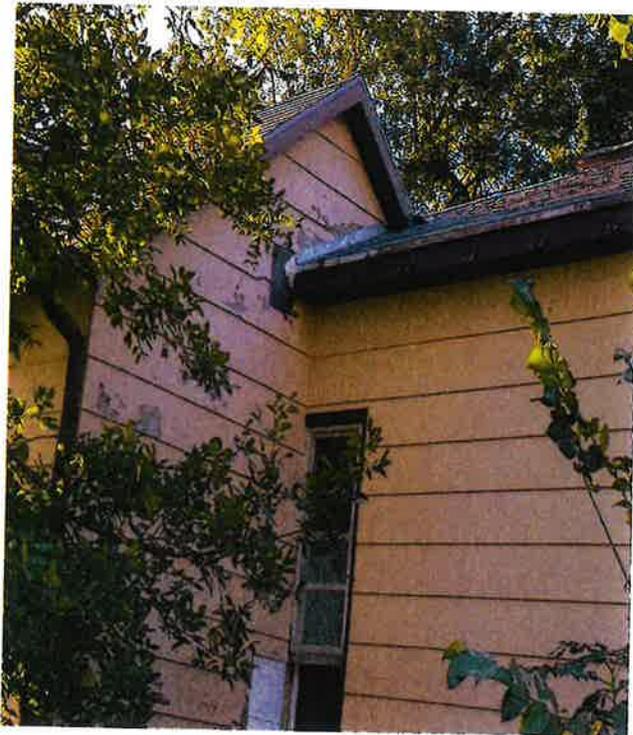


Exhibit 1, pg. 3 of 3
2023 L Street
September 21, 2018

City Council Proceedings
January 14, 2019

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, 2019, at 7:00 o'clock P.M., in Regular Meeting, open to the general public.

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

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

Council Member Billings arrived at the city council chambers at 7:01 p.m.

The City Council approved the December 10, 2018 meeting's minutes as written.

The City Council approved the financial report.

The following December claims were presented before the Council for ratification: AFLAC, Wh-73.80; American Recycling & Sanitation, Se-335.00; Black Hills Energy, Ut-533.87; Blue Cross-Blue Shield, Ins-4,292.27; Auburn BPW, Ut-4,547.24; Capital Business Systems, Se-220.41; City of Auburn, CRA Reim-13,282.08; Cline Williams, CRA Se-400.00; First National Bank Omaha, Su-533.05; Linda Bantz, Se-400.00; Mark Harms, Ex-500.00; Mid-American Benefits Inc., Ins-51.25; Nemaha County, Se-26,583.33; Nemaha County Treasurer, Refund-1,932.70; RediTech, Se-211.00; Region V-SENDS, Se-375.00; Stutheit International LLC, CRA Project-433.60; The Standard, Ins-358.55; Time Warner Cable, Se-739.86; Verizon Wireless, Se-47.84; Windstream, Ut-16.44; Wex Bank, Su-2,041.50. The following January claims were presented before the Council for ratification: American Recycling & Sanitation, Se-373.50; Black Hills Energy, Ut-807.53; Blue Cross-Blue Shield, Ins-4,695.93; Auburn BPW, Ut-4,665.23; Linda Bantz, Se-400.00; Mark Harms, Ex-500.00; Nemaha County, Se-29,293.50; Time Warner Cable, Se-159.02; Verizon Wireless, Se-80.02; Wex Bank, Su-1,293.58; Windstream, Ut-140.32. The following January claims (not previously approved by motion or resolution) were presented: Adam Rademacher, Se-85.00; Airstream Heating and Cooling, Se-93.48; Amazon, Bk-AV-66.63; American Legal Publishing, Se-399.00; Auburn Chamber of Commerce, Promotional Invest-2,085.00; Auburn Design Shop, Se-Su-66.62; Auburn Development Council, Promotional Invest-5,000.00; Auburn Memorial Library Petty Cash, Su-65.27; Auburn Newspapers, Se-153.71; Baker & Taylor, Bk-534.96; Beard's Salvage Inc., Su-48.44; Blackstone Publishing, Bk-AV-653.32; BOO Inc dba Bobcat of Omaha, Su-100.08; Bulldog Auto Supply Inc., Su-1,405.91; Capital Business Systems, Su-85.30; Casey Agency, Ins-470.00; Center Point Large Print, Bk-AV-28.49; Clark Equipment Co., Equip-2,894.08; Concrete Industries Inc., Su-1,352.88; Data Technologies Inc., Su-83.40; Eakes Office Solutions, Su-428.75; Eggers Brothers Inc., Su-347.31; First National Bank Omaha, Card Transactions-353.47; Gale/Cengage Learning, Bk-AV-102.81; Gilbert Services, Se-20.00; JEO Consulting Group Inc., Se-5,148.75; Massman Nelson Reinig PC, Se-14,750.00; Mellage Truck & Tractor Inc., Se-Su-3,344.35; Menards, Su-14.99; Merz Ink, Su-30.00; Meyer Laboratory Inc., Su-95.98; Mid Con Systems Inc., Su-774.00; Nebraska Library Commission, Ex-1,156.30; Nemaha County Clerk, Se-86.00; OCLC Inc., Sub-60.18; Orscheln (Card Services) Su-198.22; Overdrive, Inc., Bk-AV-358.98; RediTech, Se-751.00; Ricoh USA Inc., Su-41.06; Sack Lumber Co., Su-17.99; Southeast Area Clerks Assoc., Mem-10.00.

Abbreviations for this legal: AV-Audio Visual; Bk-Book; Contrib-Contribution; CRA-Community Redevelopment Authority; DTR-Downtown Revitalization; 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; TIF-Tax Increment Financing; UA-Uniform Allowance; Ut-Utilities; Wh-Withholding.

January 14, 2019

Page 2

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

There weren't any requests to attend meetings or trainings.

Being unable to attend the city council meeting, the request by Project Response regarding the Little Free Pantry Project was postponed until next month's meeting.

Discussion was held regarding the request by Dave Pieters for review of a survey for the recently vacated street, "L" Street, north of 6th Street.

Mayor White proclaimed January 2019 as National Mentoring Month.

The City Council confirmed the appointment of Parker Norris and Riley Grable to the Auburn Volunteer Fire Department. The City Council confirmed the reappointments of Dean Coulter and Doug Jones to the Board of Adjustment and the reappointments of Jenna Henrichs, Maria Hudson, Jamie Aue, Chantelle Wilke, Cori Rademacher, Casie Allen, Mallory Siebold, Codi Sailors, Jennifer Hawley, Katy Billings, Logan Merz, Scott Riley, and Lynsey Schmidt to Adult City Rec.

With four Council Members (Erickson, Janssen, Jeanneret, and Billings) voting in favor and one Council Member (Tom Clark) voting against, the City Council approved bids from The Lumberjack Company for removal of nuisance conditions on properties located at 1105 7th Street, 1206 7th Street, and 1713 O Street by the passage and adoption of Resolution No. 1-19.

Commercial/Residential real estate identified by street address at 1107 Central Avenue was declared as a public nuisance and ordering nuisance abatement of said property by legal remedy by the passage and adoption of Resolution No. 2-19.

Residential real estate identified by street address at 1118 8th Street was declared as a public nuisance and ordering nuisance abatement of said property by legal remedy by the passage and adoption of Resolution No. 3-19.

Discussion was held but no action was taken to declare certain Residential real estate identified by street address at 1414 as a public nuisance.

Residential real estate identified by street address at 2023 L Street was declared as a public nuisance and ordering nuisance abatement of said property by legal remedy by the passage and adoption of Resolution No. 4-19.

Discussion was held regarding the 2019 local housing program and the request submitted by Jeremy & Lisa Pierce for a rehabilitation grant and a rehabilitation loan for a house at 1313 10th Street. Action on the request will be considered next month.

With four Council Members (Jeanneret, Billings, Tom Clark, and Erickson) voting in favor and one Council Member (Janssen) voting against, the request submitted by Griffin Bates for a grant in the amount of \$10,000 for new construction of a single family house in Glenrock Addition was approved.

Reports from department heads and council committees were given. A written financial report was provided by the Auburn Community Redevelopment Authority. A written report of law enforcement activity within the City of Auburn for December, 2018 was also provided.

January 14, 2019
Page 3

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

Sherry Heskett
City Clerk/Treasurer

R. Daniel White
Mayor

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

TREASURER'S REPORT
CALENDAR 1/2019, FISCAL 4/2018

AGENDA ITEM
NO 6

ACCOUNT TITLE	LAST REPORT ON HAND	RECEIVED	DISBURSED	BALANCE
GENERAL CHECKING	278,500.71	131,673.38	95,597.04	314,577.05
STREET CHECKING	162,112.40	42,351.52	41,367.58	163,096.34
TOTAL CHECKING:	440,613.11	174,024.90	136,964.62	477,673.39
TOTAL FIRE DEPT SINKING	25,026.73	.00	.00	25,026.73
TOTAL KENO RESERVE MMA:	29,517.52	4.99	243.27	29,279.24
TOTAL KENO CHECKING	43,494.14	1,509.43	593.00	44,410.57
TOTAL CDBG CHECKING	8,845.50	.00	.00	8,845.50
TOTAL CDBG ED MMA:	41,850.88	7.11	.00	41,857.99
TOTAL CDBG DTR REUSE	108,201.57	4,014.64	.00	112,216.21
TOTAL CDBG HD SAVINGS:	66,311.60	483.42	.00	66,795.02
TOTAL CRA CHECKING	591,134.79	42,108.72	.00	633,243.51
TOTAL CITY REC CHECKING	58,035.32	.00	.00	58,035.32
GENERAL CD #23810 ASB	100,000.00			100,000.00
TOTAL C.D.'S:	100,000.00	.00	.00	100,000.00
TOTAL CASH ON HAND:	1,513,031.16	222,153.21	137,800.89	1,597,383.48

AGENDA ITEM NO. 7

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

Sherry Heskett

**ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT**

**AGENDA ITEM
 NO 7**

VENDOR NAME REFERENCE

ACCOUNTS PAYABLE CLAIMS

GENERAL FUND

AFLAC	AFLAC WH	73.80
BLUE CROSS-BLUE SHIELD	HEALTH INS	2,585.55
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	60.50
NE DEPT. OF REVENUE	SALES AND USE TAX RETURN	60.61
REGION V-SENDS	CUSTODIAL SERVICES	325.00
THE STANDARD	LIFE INSURANCE	91.03
TIME WARNER CABLE	PHONE ACCT	448.84
		=====
		3,645.33

FIRE DEPARTMENT

REGION V-SENDS	CLEANING SERVICE	50.00
THE STANDARD	LIFE INSURANCE	183.28
		=====
	FIRE DEPARTMENT	233.28

PARK DEPARTMENT

NE DEPT. OF REVENUE	SALES AND USE TAX RETURN	726.68
		=====
	PARK DEPARTMENT	726.68

LIBRARY DEPARTMENT

BLUE CROSS-BLUE SHIELD	HEALTH INS	839.10
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	30.25
NE DEPT. OF REVENUE	SALES AND USE TAX RETURN	21.25
THE STANDARD	LIFE INSURANCE	29.59
		=====
	LIBRARY DEPARTMENT	920.19

POOL DEPARTMENT

NE DEPT. OF REVENUE	SALES AND USE TAX RETURN	8.31
TIME WARNER CABLE	PHONE ACCT	89.97
		=====
	POOL DEPARTMENT	98.28

	GENERAL FUND	=====
		5,623.76

STREET FUND

BLUE CROSS-BLUE SHIELD	HEALTH INS	1,271.28
------------------------	------------	----------

ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL
HAFFKE ENTERPRISES	AIR COMPRESSOR	10,000.00
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	60.50
THE STANDARD	LIFE INSURANCE	58.04
TIME WARNER CABLE	PHONE ACCT	41.90
VERIZON WIRELESS	PHONE ACCT	46.84
		=====
		11,478.56
		=====
	STREET FUND	11,478.56
	KENO FUND	
	KENO BETTERMENT	
NE DEPT. OF REVENUE	FORM 51C OCT-DEC 2018	593.00
		=====
	KENO BETTERMENT	593.00
		=====
	KENO FUND	593.00
		=====
**** PAID TOTAL ****		17,695.32
		=====
***** REPORT TOTAL *****		17,695.32
		=====

ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

AGENDA ITEM
 NO 7

VENDOR NAME

REFERENCE

ACCOUNTS PAYABLE CLAIMS

GENERAL FUND

AMERICAN RECYCLING SANITATION	GARBAGE SERVICE/RECYCLING	335.00
AUBURN BPW	ELEC	579.21
CAPITAL BUSINESS SYSTEMS	COPIER LEASE/MAINT/SUPPLIES	367.46
		=====
		1,281.67

POLICE DEPARTMENT

NEMAHA COUNTY	LAW/CODE ENFORCEMENT	27,500.00
		=====
	POLICE DEPARTMENT	27,500.00

FIRE DEPARTMENT

AUBURN BPW	ELEC	216.67
TIME WARNER CABLE	PHONE ACCT	102.82
WEX BANK	FUEL EXPENSE	10.00
		=====
	FIRE DEPARTMENT	329.49

PARK DEPARTMENT

AUBURN BPW	ELEC	797.46
WEX BANK	FUEL EXPENSE	10.00
		=====
	PARK DEPARTMENT	807.46

SR. CENTER DEPARTMENT

AUBURN BPW	ELEC	773.75
		=====
	SR. CENTER DEPARTMENT	773.75

LIBRARY DEPARTMENT

AUBURN BPW	ELEC	1,142.30
LINDA BANTZ	CUSTODIAL SERVICES	400.00
VERIZON WIRELESS	PHONE ACCT	80.02
		=====
	LIBRARY DEPARTMENT	1,622.32

POOL DEPARTMENT

AUBURN BPW	ELEC	723.81
------------	------	--------

ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL
	POOL DEPARTMENT	723.81
	GENERAL FUND	33,038.50
	STREET FUND	
	--	
AUBURN BPW	ELEC	1,092.39
MARK HARMS	LAND USE	500.00
WEX BANK	FUEL EXPENSE	1,905.14
		3,497.53
	STREET FUND	3,497.53
**** PAID TOTAL ****		36,536.03
***** REPORT TOTAL *****		36,536.03

**ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT**

VENDOR NAME

REFERENCE

AGENDA ITEM
 NO 7

ACCOUNTS PAYABLE CLAIMS

GENERAL FUND

AMERICAN LEGAL PUBLISHING	CODE OF ORDINANCES INTERNET SE	369.36
AUBURN DESIGN SHOP LLC	ENGRAVED NAME PLATE	12.00
AUBURN NEWSPAPERS	PUBLISHING PET LICENSES	683.72
BRADLEY ELECTRIC	LIGHTING REPAIRS	90.76
EAKES OFFICE SOLUTIONS	SUPPLIES	41.96
FIRST NATIONAL BANK OMAHA	PARTS/SUPPLIES ICE MELT	129.90
HEATH CHRISTIANSEN	ANNUAL WEBSITE SUPPORT,HOSTING	1,500.00
LOTTER TREE SERVICE LLC	SNOW REMOVAL	224.65
MANDY HALL PHOTOGRAPHY	PHOTO	100.00
SCHMADER ELECTRIC CONST	SIREN SERVICE CALL/MAINT	521.00
		=====
		3,673.35

LIBRARY DEPARTMENT

AMAZON	BOOKS/AVS	87.58
AUBURN MEM. LIBRARY PETTY CASH	POSTAGE/ILL	81.03
BAKER & TAYLOR	BOOKS/AVS	429.62
DELL MARKETING L.P.	EQUIPMENT/COMPUTER	562.84
DEMCO	SUPPLIES	75.52
EAKES OFFICE SOLUTIONS	SUPPLIES	184.38
FOLLETT SCHOOL SOLUTIONS INC	SERVICE LM LICENSE SUPPORT	594.83
GALE/CENGAGE LEARNING	BOOKS/AVS	132.89
HEATH CHRISTIANSEN	ANNUAL HOSTING & SUPPORT FEE	240.00
LOTTER TREE SERVICE LLC	SNOW REMOVAL	247.20
OCLC INC	ILL/SUBSCRIPTION	60.18
RICOH USA, INC	EQUIPMENT COPIES	10.86
WT.COX SUBSCRIPTIONS	MAGAZINES	61.78
		=====

LIBRARY DEPARTMENT 2,768.71

POOL DEPARTMENT

CLARK PAINTING	PAINTING	250.00
		=====
	POOL DEPARTMENT	250.00

GENERAL FUND 6,692.06

STREET FUND

AUBURN NEWSPAPERS	PUBLISHING 1 & 6 YR ST PLAN	7.11
BULLDOG AUTO SUPPLY INC	PARTS	37.98
DRAKE'S CONSTRUCTION	PARTS	200.00

ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

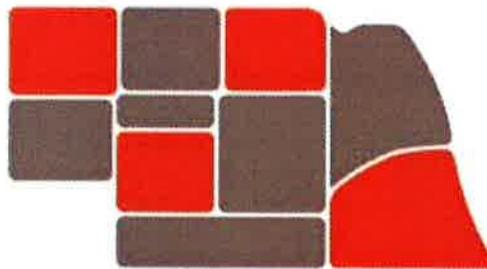
VENDOR NAME	REFERENCE	VENDOR TOTAL
EGGERS BROTHERS INC	PARTS	147.48
FILTER CARE	CLEAN FILTERS	80.55
FIRST NATIONAL BANK OMAHA	PARTS/SUPPLIES	72.40
LOGAN CONTRACTORS SUPPLY INC	PARTS	37.49
LOTTER TREE SERVICE LLC	SNOW REMOVAL	293.15
		=====
		876.16
		=====
	STREET FUND	876.16
		=====
**** PAID TOTAL ****		7,568.22
		=====
***** REPORT TOTAL *****		7,568.22
		=====

AGENDA ITEM
NO 8

RESTORE NEBRASKA

MARCH 1 & 2, 2019

Complete program schedule available early February



Since 2005 the annual Restore Nebraska Conference (formerly Restore Omaha/Nebraska Historic Preservation Conference) has been presented by Restoration Exchange Omaha and the History Nebraska, the Nebraska State Historical Society. In a day-long conference, it unites home owners, restoration experts, preservation lovers, government officials, and others in an interactive and educational forum, focused on preserving, restoring and renovating older properties.

FRIDAY

9AM – Noon: Coffee with Contractors and Funders. Free to the public through sponsorship by the Omaha Municipal Land Bank

2-5PM: Historical Brewery Tour. Come explore the history of Omaha past brewery sites with Bill Baburek, Infusion Brewing Company owner and local beer expert & Kristine Gerber, editor of the new book, Nebraska Craft Beer. Cost is \$25 and tour is limited to 45 people. [Click here for more information](#)

7PM-10PM: Reception at the B Side in Benson & tour of the soon-to-be-restored Benson Theatre

SATURDAY

Saturday Conference: 8AM – 5PM

Metropolitan Community College, Fort Omaha Campus: Center for Advanced and Emerging Technology

[Click Here](#) to See our sponsors and vendors

[Click Here](#) to view the conference schedule

KEYNOTE SPEAKER, DANIEL G. CAREY



Keynote Speaker: Historic Savannah Foundation, President and CEO, Daniel G. Carey. Topic: Impact of historical preservation on the economy and life of a city.

AGENDA ITEM
NO 10



Dear Community Member,

Nemaha County Leadership Class (NCL) #6 is thrilled to announce the first, most widespread public art project to hit Nemaha County, and we would like to invite you to participate in this unique collaboration of history, art, business, and community! This project focuses on sculptures that will stand 4-5 feet tall and will be exquisite attractions throughout our county. Lincoln has lightbulbs and Nebraska City has trees. Our sculpture will be a Bee, inspired by the Honeybee, our official state insect. The honeybee also reminds us of how a county and community working together can produce something very sweet.

We are asking our community to help make this project a reality by becoming sponsors for the Bees. The Bee sculptures we are making will all be identical at first, but each one will end up a unique work of art, altered by our talented artists.

Our community will be invited to submit possible designs for the Bees. We will host a competition for our local schools, faculty, college art students, local and regional artists, and any community member young and old that has an original design concept that they can bring to fruition in paint or mosaic. Artists will submit design ideas and our Sponsors will be given the opportunity to select the design that best suits them. As an incentive to our sponsors, we are allowing the sponsors to select from the submitted and approved designs based on the order in which we receive their sponsorship.

NCL is proposing this extraordinary public art exhibit and will oversee all aspects there-in. Leslie Clark of NCL is project director. The class is the recipient of a grant from the Nemaha County Development Foundation Fund. The Auburn Development Council has committed to be a \$5000 Hive Sponsor. NCL also has several interested sponsors and are hoping for many more throughout the towns and villages of Nemaha County. Community support of this project will be vital. Area businesses, schools, civic clubs, community organizations, and individuals are all invited to sponsor a bee.

These amazing works of art will bring a sense of unity and beautification to the area, while at the same time promoting tourism, art, culture, and history – all in a fun way that the whole region can enjoy on a daily basis. Our Bees will do this and so much more.

Our hopes and goals are to see this project grab the hearts of our community from the very beginning. We want our Bees to find homes all throughout our county.

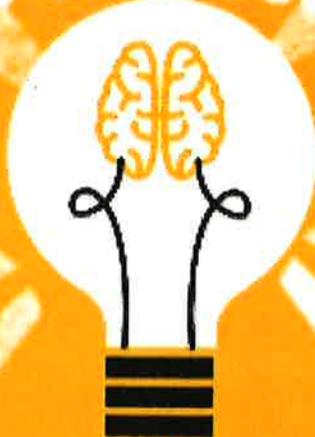
Please let us know if you would like to sponsor one or more Bees or if you have any questions.

Thank you,

Leslie Clark
Nemaha County Leadership Class
Honeybees in the Heartland, Project Director
402-414-7850



TRIVIA NIGHT



TO BENEFIT

Nemaha County Leadership Class #6
Community Project

**March 23rd
2019**

6:00-10:00 pm

**Doors open at 6:00 pm (Silent Auction
Bidding & Social Hour)**

**Trivia starts at 7:00 pm ! Top 3 teams win
CASH!**

**\$150 per team of 6 (Includes 2 Pizzas)
21 and older only**

To Register: Please drop forms and checks to Auburn City Hall,
Contact any member of NCL Class #6, or email
lindsey_stukenholtz@hotmail.com. Registration due by March 15th.

NAME: _____ EMAIL: _____

TEAM NAME: _____

PIZZA TOPPINGS: _____

MULLIGANS: (\$10 FOR 2 BEFORE EVENT OR \$20 FOR 2 DAY OF EVENT) _____

UTILITY EASEMENT

In consideration of mutual benefits to be derived from the facilities proposed hereinafter, the undersigned, City of Auburn, NE., Owner, of the following described real estate, does hereby grant and convey a perpetual utility easement for the right to construct, reconstruct, perpetually maintain, and operate public facilities including, but not limited to, sanitary sewer, water, electrical, communications, and natural gas, with the right to enter said premises at any time for the purpose of installing, repairing, replacing, operating and maintaining, and removing said facilities in, over, and under the said property at the following location:

From the Northwest corner of SHERIDAN ADD TO AUBURN BLK 44 LTS 7 & 8, Move 18' West to the POB, thence running North a distance of 158', thence running West a distance of 40', thence running South a distance of 300', thence running East a distance of 40', thence running North a distance of 142' to the POB.

This grant shall be binding upon the heirs, executors, administrators, successors, and assigns of the City of Auburn, NE., hereafter.

DATED the ____ day of _____, 2019.

Mayor, City of Auburn, NE.

ATTEST:

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

(Seal)

State of Nebraska, Nemaha County)) ss.

The foregoing easement was acknowledged before me this _____ day of _____, 2019

Notary Public

My Commission expires the ____ day of _____, ____.

RESOLUTION NO. -19
OF
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

WHEREAS, the City of Auburn desires to convey real property legally identified as shown in Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, pursuant to Neb. Rev. Stat. § 17-503(6)(c), and City Code Section 92.08(A)(7) of the City of Auburn, NE., the City Council hereby authorizes and directs the conveyance of said real property as stated herein;

WHEREAS, the fair market value of said real property is less than \$5,000.00;

WHEREAS, the real property conveyed herein is vacated City street right-of-way;

WHEREAS, the Transferees, David and Beth Pieters, shall agree to all requested easement(s) by the City of Auburn, NE., and the Transferees shall pay all cost associated with the real property conveyance, including: cost of survey(s), and the filing fees for survey(s), easement(s) and the real estate transfer deed;

WHEREAS, the City reserves the right to reject this proposed real estate conveyance up until the time of Closing of the real estate transfer;

WHEREAS, the real property shall be maintained free of nuisance and city code violation(s) or revert to the possession and ownership of the City of Auburn, NE.

WHEREAS, confirmation of conveyance may be made by passage of City Ordinance.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Auburn, Nebraska, that the real property identified in Exhibit "A", attached hereto, shall be conveyed to David and Beth Pieters, as joint tenants, pursuant to the provisions of this Resolution by quitclaim deed after reservation of City easement(s) and payment of costs herein;

BE IT FURTHER RESOLVED notice of the proposed conveyance of city owned real property shall be posted in three (3) prominent places within the City of Auburn, for a period of not less than 7 days prior to the transfer. The notice shall give a general description of the property and state the terms and conditions of transfer as stated herein;

BE IT FURTHER RESOLVED the Mayor is authorized to sign any necessary agreements or contracts on behalf of the City of Auburn in carrying out the provisions of this Resolution;

BE IT FURTHER RESOLVED that the City reserves the right to reject this real estate conveyance up until Closing;

BE IT FURTHER RESOLVED that the Mayor and City Clerk will transfer by Quitclaim Deed to the Transferees the real property identified in Exhibit "A", upon payment of transfer cost and approval of City easement(s). All payments shall be made by cash or certified funds. Possession will be given to the Transferees upon payment of all transfer expenses to or by the City of Auburn, NE;

BE IT FURTHER RESOLVED the real property shall be maintained and possessed free of nuisance and/or code violations or revert back to the possession and ownership of the City of Auburn, NE.

BE IT FURTHER RESOLVED that real estate taxes on said property shall be paid by the Transferee as of February 11, 2019.

PASSED and APPROVED, this 11th day of February, 2019.

R. Daniel White, Mayor of
City of Auburn, Nebraska

ATTEST:

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

(Seal)

EXHIBIT "A"

The East and West halves (E1/2 & W1/2) of vacated "L" Street, between Lot 6, Block 44 and Lot 1, Block 45, Sheridan Add. to City of Auburn, Nemaha County, Nebraska.

RESOLUTION

The following resolution was introduced by _____, who moved its adoption, seconded by _____,

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

WHEREAS, a public meeting was held on the _____ day of _____, 20 _____, 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.”

Upon roll call vote as follows:

Mayor

ATTEST: _____
Clerk

AGENDA ITEM
NO

13

**ONE and SIX YEAR PLAN
for
STREET IMPROVEMENTS**

January 1, 2019 thru December 31, 2024

FISCAL YEARS

for

AUBURN

Prepared by:

Evan B. Wickersham

Street Superintendent S-1139



Engineering – Architecture – Surveying – Planning

BRANCH OFFICE:

**JEO CONSULTING GROUP, INC.
1201 1ST AVENUE, PO BOX 160
NEBRASKA CITY, NEBRASKA
68410
(402) 873-6766**

NOTICE

Notice is hereby given that a Six Year Road and Street Plan for the City of Auburn, Nebraska as required by NEB. REV. STAT. Sec. 39-2119 et seq. R.R.S. has been recommended for approval by the Mayor and City Council, and that a Public Hearing be held on said Six Year Road and Street Plan on the _____ day of _____, 20 _____, beginning at _____ P.M., at the City Hall at which time objection to or recommendations for said Plan will be heard.

Clerk

RESOLUTION

The following resolution was introduced by _____, who moved its adoption, seconded by _____,

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

WHEREAS, a public meeting was held on the _____ day of _____, 20 _____, 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.”

Upon roll call vote as follows:

Mayor

ATTEST: _____
Clerk

AFFIDAVIT

I hereby certify that on the _____ day of _____, 20 _____, the Notice of PUBLIC HEARING on a Six Year Road and Street Plan for Auburn, Nebraska was posted at the following three places:

By _____
Clerk

One- And Six-Year Plan Highway, Road or Street Improvement Work/Project

GENERAL INFO	Name (County or Municipality): AUBURN <input checked="" type="checkbox"/> Existing W/P <input type="checkbox"/> New W/P <input type="checkbox"/> Revision W/P						
	Work/Project (W/P) Number: M-125(85)		Work/Project Length: 0.10 miles		Control Number:		
Other Work/Project Number:							
Interlocal Agreement: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Name of Other Entity:							
Location							
Description: "U" Street: 18th Street to 19th Street							
REVISIONS	If Revision, describe the changes:						
	Notification of Revision of One-Year Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, what is the reason?		<input type="checkbox"/> Revisions to the Work/Project <input type="checkbox"/> Emergency Work/Proj Needed <input type="checkbox"/> Additional Funding Available <input type="checkbox"/> Other: _____		
STDS	Functional Class National: Local		State: Local				
	Design Standards Table 2-001.		National Highway System: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
SPD	Design Speed: _____ MPH			Posted/Anticipated Speed = _____ MPH			
	Avg Daily Traffic :		Initial Year	VPD	Hvy Trucks %	Design Year	VPD
TRAFF	2018		0	0	2038	100	
						5	
ROADWAY	HIGHWAY, ROAD		EXISTING		PROPOSED IMPROVEMENT		
	OR STREET		Surface Type	Width (ft)	Surface Type	Thickness (in)	Width (ft)
	Traveled Way:		Earth	N/A	Concrete	7"	28'
Shoulders:							
BRIDGES & STRUCTURES	BRIDGES AND STRUCTURES		EXISTING		PROPOSED IMPROVEMENT		
	Structure Number(s)		Structure	Condition			Design Loading
	City/County - NBIS		Type	SR SD FO	Structure Type		Size
				<input type="checkbox"/> <input type="checkbox"/>			and Work Type
OTHER SCOPE	Other Scope of Work:		<input checked="" type="checkbox"/> Grading	<input type="checkbox"/> Acquire Right of Way	<input type="checkbox"/> Remove Existing Bridge/Structure		
	<input type="checkbox"/> Add Auxiliary Lane(s)	<input type="checkbox"/> Guardrail	<input type="checkbox"/> Other Utilities Work	<input type="checkbox"/> Bridge Re-deck			
<input type="checkbox"/> Sidewalk/Trail	<input type="checkbox"/> Fencing	<input type="checkbox"/> Lighting	<input type="checkbox"/> Bridge Rail				
<input type="checkbox"/> Removal of Roadside Obstacles	<input checked="" type="checkbox"/> Curb Work	<input type="checkbox"/> Traffic Control Devices	<input checked="" type="checkbox"/> Storm Sewer or Culverts				
<input type="checkbox"/> Flatten Vertical Curve(s)	<input type="checkbox"/> Curb Ramp(s)	<input type="checkbox"/> Construction Detour	<input type="checkbox"/> Erosion Control				
<input type="checkbox"/> Other: _____							
ANALYSES	Drainage Study Completed for Structures/Drainage Facilities			Work/Project Relaxation of Standards Requested			
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Pending	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> Pending	<input checked="" type="checkbox"/> N/A	
Analyses Completed:		Cost Effective Analysis		Other Benefit/Cost Analysis			
<input type="checkbox"/> Yes	<input type="checkbox"/> Pending	<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Yes	<input type="checkbox"/> Pending	<input checked="" type="checkbox"/> N/A	
Nebraska licensed engineer providing design and construction phases services: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
Construction Period (estimated): 1.0 construction seasons							
FINANCIAL	Other Funds to be Applied:		<input type="checkbox"/> Federal Fund Purchase Program	<input type="checkbox"/> State-Aid Bridge Fund	<input type="checkbox"/> Federal Funds thru NDOR		
			<input type="checkbox"/> LB960 County Bridge Match Program	<input type="checkbox"/> State Recreation Road Fund	<input type="checkbox"/> Other: _____		
Estimated Costs (1,000)		County	Municipality	State	Federal	Other	Total
			60				60
Print Name: Evan B. Wickersham							
Signature: 		Title: City Street Superintendent		Date: 11/26/2018			

One- And Six-Year Plan Highway, Road or Street Improvement Work/Project

GENERAL INFO	Name (County or Municipality): AUBURN <input checked="" type="checkbox"/> Existing W/P <input type="checkbox"/> New W/P <input type="checkbox"/> Revision W/P						
	Work/Project (W/P) Number: M-125(89)		Work/Project Length: 0.20 miles		Control Number:		
Other Work/Project Number:							
Interlocal Agreement: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Name of Other Entity:							
Location From near Courthouse Avenue and Highway 75 to the alley							
Description: between 11th Street and Highway 136 along "K" Street							
REVISIONS	If Revision, describe the changes:						
	Notification of Revision of One-Year Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, what is the reason?		<input type="checkbox"/> Revisions to the Work/Project <input type="checkbox"/> Emergency Work/Proj Needed <input type="checkbox"/> Additional Funding Available <input type="checkbox"/> Other: _____		
STDS	Functional Class National: Local		State: Local				
	Design Standards Table 2-001.		National Highway System: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
TRAFFIC	Design Speed: _____ MPH		Posted/Anticipated Speed = _____ MPH				
	Avg Daily Traffic : Initial Year VPD		Hvy Trucks %		Design Year VPD		Hvy Trucks %
ROADWAY	2018 500 (est)		5 (est)		2038 600		5
	HIGHWAY, ROAD EXISTING		PROPOSED IMPROVEMENT				
	OR STREET Surface Type Width (ft)		Surface Type Thickness (in)		Width (ft) Work Type		
Traveled Way: Asphalt 28'		Asphalt 7"		28' N&R			
Shoulders:							
BRIDGES & STRUCTURES	BRIDGES AND STRUCTURES		EXISTING		PROPOSED IMPROVEMENT		
	Structure Number(s)		Structure Condition		Design Loading and Work Type		
	City/County - NBIS		Type		Structure Type		Size
			SR SD FO				
OTHER SCOPE	Other Scope of Work:		<input type="checkbox"/> Grading		<input type="checkbox"/> Acquire Right of Way		
	<input type="checkbox"/> Add Auxiliary Lane(s)		<input type="checkbox"/> Guardrail		<input checked="" type="checkbox"/> Other Utilities Work		
<input type="checkbox"/> Sidewalk/Trail		<input type="checkbox"/> Fencing		<input type="checkbox"/> Lighting			
<input type="checkbox"/> Removal of Roadside Obstacles		<input type="checkbox"/> Curb Work		<input type="checkbox"/> Traffic Control Devices			
<input type="checkbox"/> Flatten Vertical Curve(s)		<input type="checkbox"/> Curb Ramp(s)		<input type="checkbox"/> Construction Detour			
<input type="checkbox"/> Other: _____				<input checked="" type="checkbox"/> Storm Sewer or Culverts			
				<input checked="" type="checkbox"/> Erosion Control			
ANALYSES	Drainage Study Completed for Structures/Drainage Facilities				Work/Project Relaxation of Standards Requested		
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Pending <input type="checkbox"/> N/A				<input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A		
Analyses Completed:		Cost Effective Analysis		Other Benefit/Cost Analysis			
<input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A				<input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A			
Nebraska licensed engineer providing design and construction phases services: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
Construction Period (estimated): 1.0 construction seasons							
FINANCIAL	Other Funds to be Applied:		<input type="checkbox"/> Federal Fund Purchase Program		<input type="checkbox"/> State-Aid Bridge Fund		<input type="checkbox"/> Federal Funds thru NDOR
	<input type="checkbox"/> LB960 County Bridge Match Program		<input type="checkbox"/> State Recreation Road Fund		<input type="checkbox"/> Other: _____		
Estimated Costs (1,000)		County	Municipality	State	Federal	Other	Total
			235				235
Print Name: Evan B. Wickersham		Title: City Street Superintendent		Date: 11/26/2018			
Signature: 							

One- And Six-Year Plan Highway, Road or Street Improvement Work/Project

GENERAL INFO	Name (County or Municipality): AUBURN <input checked="" type="checkbox"/> Existing W/P <input type="checkbox"/> New W/P <input type="checkbox"/> Revision W/P							
	Work/Project (W/P) Number: M-125(91)		Work/Project Length: 0.10 miles		Control Number:			
Other Work/Project Number:								
Interlocal Agreement: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Name of Other Entity:								
Location								
Description: 25th Street: "R" to "S" Street								
REVISIONS	If Revision, describe the changes:							
	Notification of Revision of One-Year Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, what is the reason?		<input type="checkbox"/> Revisions to the Work/Project <input type="checkbox"/> Emergency Work/Proj Needed <input type="checkbox"/> Additional Funding Available <input type="checkbox"/> Other: _____			
STDS	Functional Class National: Local		State: Local					
	Design Standards Table 2-001.		National Highway System: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
TRAFF SPD	Design Speed: 25 MPH		Posted/Anticipated Speed = 25 MPH					
	Avg Daily Traffic : Initial Year 2018 VPD 50 (est)		Hvy Trucks % 5		Design Year 2038 VPD 100		Hvy Trucks % 5	
ROADWAY	HIGHWAY, ROAD OR STREET		EXISTING		PROPOSED IMPROVEMENT			
	Surface Type ushed Aggrega Width (ft) 20		Surface Type Concrete		Thickness (in) 7" Width (ft) 28'		Work Type N&R	
BRIDGES & STRUCTURES	BRIDGES AND STRUCTURES							
	Structure Number(s) City/County - NBIS		EXISTING Structure Type		PROPOSED IMPROVEMENT Structure Type Size Design Loading and Work Type			
OTHER SCOPE	Other Scope of Work:							
	<input type="checkbox"/> Add Auxiliary Lane(s) <input type="checkbox"/> Sidewalk/Trail <input type="checkbox"/> Removal of Roadside Obstacles <input type="checkbox"/> Flatten Vertical Curve(s) <input type="checkbox"/> Other: _____		<input type="checkbox"/> Grading <input type="checkbox"/> Guardrail <input type="checkbox"/> Fencing <input type="checkbox"/> Curb Work <input type="checkbox"/> Curb Ramp(s)		<input type="checkbox"/> Acquire Right of Way <input checked="" type="checkbox"/> Other Utilities Work <input type="checkbox"/> Lighting <input type="checkbox"/> Traffic Control Devices <input type="checkbox"/> Construction Detour		<input type="checkbox"/> Remove Existing Bridge/Structure <input type="checkbox"/> Bridge Re-deck <input type="checkbox"/> Bridge Rail <input checked="" type="checkbox"/> Storm Sewer or Culverts <input type="checkbox"/> Erosion Control	
ANALYSES	Drainage Study Completed for Structures/Drainage Facilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Pending <input type="checkbox"/> N/A							
	Analyses Completed:		Cost Effective Analysis		Work/Project Relaxation of Standards Requested			
Nebraska licensed engineer providing design and construction phases services: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
Construction Period (estimated): 1.0 construction seasons								
FINANCIAL	Other Funds to be Applied:							
	<input type="checkbox"/> Federal Fund Purchase Program <input type="checkbox"/> LB960 County Bridge Match Program		<input type="checkbox"/> State-Aid Bridge Fund <input type="checkbox"/> State Recreation Road Fund		<input type="checkbox"/> Federal Funds thru NDOR <input type="checkbox"/> Other: _____			
Estimated Costs (1,000)		County	Municipality	State	Federal	Other	Total	
			100				100	
Print Name: Evan B. Wickersham								
Signature: 		Title: City Street Superintendent		Date: 11/26/2018				

One- And Six-Year Plan Highway, Road or Street Improvement Work/Project

GENERAL INFO	Name (County or Municipality): AUBURN <input checked="" type="checkbox"/> Existing W/P <input type="checkbox"/> New W/P <input type="checkbox"/> Revision W/P						
	Work/Project (W/P) Number: M-125(88)		Work/Project Length: 0.30 miles		Control Number:		
Other Work/Project Number:							
Interlocal Agreement: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Name of Other Entity:							
Location Junction adjacent to the E side of M St. between 9th & 10th St. to Junction box at upstream							
Description: end of 72" outlet pipe, Intersection of 10th & L Street to junction adjacent to the E side of M							
REVISIONS	If Revision, describe the changes:						
	Notification of Revision of One-Year Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, what is the reason?		<input type="checkbox"/> Revisions to the Work/Project <input type="checkbox"/> Other: _____ <input type="checkbox"/> Emergency Work/Proj Needed _____ <input type="checkbox"/> Additional Funding Available _____		
STDS	Functional Class National: Local		State: Local				
	Design Standards Table 2-001.		National Highway System: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
TRAFFIC SPD	Design Speed: 25 MPH		Posted/Anticipated Speed = 25 MPH				
	Avg Daily Traffic : Initial Year VPD		Hvy Trucks %		Design Year VPD		Hvy Trucks %
ROADWAY	2018 100 (est)		5 (est)		2038 150		5
	HIGHWAY, ROAD EXISTING		PROPOSED IMPROVEMENT				
	OR STREET Surface Type Width (ft)		Surface Type Thickness (in)		Width (ft)		Work Type
Traveled Way: Concrete 25'		Concrete 7"		25'		N&R	
Shoulders:							
BRIDGES & STRUCTURES	BRIDGES AND STRUCTURES		EXISTING		PROPOSED IMPROVEMENT		
	Structure Number(s)		Structure		Condition		Design Loading and Work Type
	City/County - NBIS		Type		SR SD FO		Size
					<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
OTHER SCOPE	Other Scope of Work:		<input type="checkbox"/> Grading		<input type="checkbox"/> Acquire Right of Way		<input type="checkbox"/> Remove Existing Bridge/Structure
	<input type="checkbox"/> Add Auxiliary Lane(s)		<input type="checkbox"/> Guardrail		<input checked="" type="checkbox"/> Other Utilities Work		<input type="checkbox"/> Bridge Re-deck
<input type="checkbox"/> Sidewalk/Trail		<input type="checkbox"/> Fencing		<input type="checkbox"/> Lighting		<input type="checkbox"/> Bridge Rail	
<input type="checkbox"/> Removal of Roadside Obstacles		<input type="checkbox"/> Curb Work		<input type="checkbox"/> Traffic Control Devices		<input checked="" type="checkbox"/> Storm Sewer or Culverts	
<input type="checkbox"/> Flatten Vertical Curve(s)		<input type="checkbox"/> Curb Ramp(s)		<input type="checkbox"/> Construction Detour		<input checked="" type="checkbox"/> Erosion Control	
<input type="checkbox"/> Other: _____							
ANALYSES	Drainage Study Completed for Structures/Drainage Facilities				Work/Project Relaxation of Standards Requested		
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Pending <input type="checkbox"/> N/A				<input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A		
Analyses Completed:		Cost Effective Analysis		Other Benefit/Cost Analysis			
<input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A			
Nebraska licensed engineer providing design and construction phases services: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
Construction Period (estimated): 1.0 construction seasons							
FINANCIAL	Other Funds to be Applied:		<input type="checkbox"/> Federal Fund Purchase Program		<input type="checkbox"/> State-Aid Bridge Fund		<input type="checkbox"/> Federal Funds thru NDOR
	<input type="checkbox"/> LB960 County Bridge Match Program		<input type="checkbox"/> State Recreation Road Fund		<input type="checkbox"/> Other: _____		
Estimated Costs (1,000)		County	Municipality	State	Federal	Other	Total
		490	490				490
Print Name: Evan B. Wickersham		Title: City Street Superintendent		Date: 11/26/2018			
Signature: 							

One- And Six-Year Plan Highway, Road or Street Improvement Work/Project

GENERAL INFO	Name (County or Municipality): AUBURN <input checked="" type="checkbox"/> Existing W/P <input type="checkbox"/> New W/P <input type="checkbox"/> Revision W/P							
	Work/Project (W/P) Number: M-125(90)		Work/Project Length: 0.10 miles		Control Number:			
Other Work/Project Number: _____								
Interlocal Agreement: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Name of Other Entity: _____								
Location								
Description: 24th Street: "R" to "S" Street								
REVISIONS	If Revision, describe the changes:							
	Notification of Revision of One-Year Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, what is the reason?		<input type="checkbox"/> Revisions to the Work/Project <input type="checkbox"/> Other: _____ <input type="checkbox"/> Emergency Work/Proj Needed _____ <input type="checkbox"/> Additional Funding Available _____			
STDS	Functional Class National: Local		State: Local					
	Design Standards Table 2-001.		National Highway System: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
TRAFF SPD	Design Speed: 25 MPH		Posted/Anticipated Speed = 25 MPH					
	Avg Daily Traffic : Initial Year VPD		Hvy Trucks %		Design Year VPD		Hvy Trucks %	
2018 50 (est)		5 (est)		2038 100		5		
ROADWAY	HIGHWAY, ROAD		EXISTING		PROPOSED IMPROVEMENT			
	OR STREET		Surface Type	Width (ft)	Surface Type	Thickness (in)	Width (ft)	Work Type
	Traveled Way: ushed Aggrega		20'	Concrete	7"	28'	N&R	
Shoulders:								
BRIDGES & STRUCTURES	BRIDGES AND STRUCTURES		EXISTING		PROPOSED IMPROVEMENT			
	Structure Number(s)		Structure	Condition			Design Loading and Work Type	
	City/County - NBIS		Type	SR SD FO		Structure Type	Size	
				<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				
OTHER SCOPE	Other Scope of Work:							
	<input type="checkbox"/> Add Auxiliary Lane(s) <input type="checkbox"/> Sidewalk/Trail <input type="checkbox"/> Removal of Roadside Obstacles <input type="checkbox"/> Flatten Vertical Curve(s) <input type="checkbox"/> Other: _____		<input type="checkbox"/> Grading <input type="checkbox"/> Guardrail <input type="checkbox"/> Fencing <input type="checkbox"/> Curb Work <input type="checkbox"/> Curb Ramp(s)		<input type="checkbox"/> Acquire Right of Way <input checked="" type="checkbox"/> Other Utilities Work <input type="checkbox"/> Lighting <input type="checkbox"/> Traffic Control Devices <input type="checkbox"/> Construction Detour		<input type="checkbox"/> Remove Existing Bridge/Structure <input type="checkbox"/> Bridge Re-deck <input type="checkbox"/> Bridge Rail <input checked="" type="checkbox"/> Storm Sewer or Culverts <input checked="" type="checkbox"/> Erosion Control	
ANALYSES	Drainage Study Completed for Structures/Drainage Facilities			Work/Project Relaxation of Standards Requested				
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Pending <input type="checkbox"/> N/A			<input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A				
Analyses Completed:		Cost Effective Analysis		Other Benefit/Cost Analysis				
<input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A				
Nebraska licensed engineer providing design and construction phases services: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
Construction Period (estimated): 1.0 construction seasons								
FINANCIAL	Other Funds to be Applied:							
	<input type="checkbox"/> Federal Fund Purchase Program <input type="checkbox"/> LB960 County Bridge Match Program		<input type="checkbox"/> State-Aid Bridge Fund <input type="checkbox"/> State Recreation Road Fund		<input type="checkbox"/> Federal Funds thru NDOR <input type="checkbox"/> Other: _____			
Estimated Costs (1,000)		County	Municipality	State	Federal	Other	Total	
100		100					100	
Print Name: Evan B. Wickersham								
Signature: 		Title: City Street Superintendent		Date: 11/26/2018				

One- And Six-Year Plan Highway, Road or Street Improvement Work/Project

GENERAL INFO	Name (County or Municipality): AUBURN <input checked="" type="checkbox"/> Existing W/P <input type="checkbox"/> New W/P <input type="checkbox"/> Revision W/P						
	Work/Project (W/P) Number: M-125(60)		Work/Project Length: 0.90 miles		Control Number:		
Other Work/Project Number: _____							
Interlocal Agreement: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Name of Other Entity: _____							
Location Courthouse Avenue: 14th Street to 19th Street; 19th St., Courthouse Ave. to "N" St. 18 1/2 & 19th 1/2 St., N St. to O St., O St.: 18 1/2 St. to 20th St.; N St.; 18th St. to 19th St.							
REVISIONS	If Revision, describe the changes:						
	Notification of Revision of One-Year Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, what is the reason?		<input type="checkbox"/> Revisions to the Work/Project <input type="checkbox"/> Emergency Work/Proj Needed <input type="checkbox"/> Additional Funding Available <input type="checkbox"/> Other: _____		
STDS	Functional Class National: Local		State: Local				
	Design Standards Table 2-001.		National Highway System: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
TRAFFIC SPD	Design Speed: 25 MPH		Posted/Anticipated Speed = 25 MPH				
	Avg Daily Traffic : Initial Year 2018 VPD 500 (est)		Hvy Trucks % 5 (est)		Design Year 2038 VPD 700		Hvy Trucks % 5
ROADWAY	HIGHWAY, ROAD EXISTING		PROPOSED IMPROVEMENT				
	OR STREET Surface Type Brick Width (ft) Varies		Surface Type Brick Thickness (in) 3"		Width (ft) Varies Work Type N&R		
BRIDGES & STRUCTURES	BRIDGES AND STRUCTURES		EXISTING		PROPOSED IMPROVEMENT		
	Structure Number(s) _____ City/County - NBIS		Structure Type _____ Condition SR SD FO _____ _____ <input type="checkbox"/> <input type="checkbox"/> _____ <input type="checkbox"/> <input type="checkbox"/> _____ <input type="checkbox"/> <input type="checkbox"/> _____ <input type="checkbox"/> <input type="checkbox"/>		Structure Type _____ Size _____ Design Loading and Work Type _____		
OTHER SCOPE	Other Scope of Work:						
	<input type="checkbox"/> Add Auxiliary Lane(s) <input checked="" type="checkbox"/> Sidewalk/Trail <input type="checkbox"/> Removal of Roadside Obstacles <input type="checkbox"/> Flatten Vertical Curve(s) <input type="checkbox"/> Other: _____		<input type="checkbox"/> Grading <input type="checkbox"/> Guardrail <input type="checkbox"/> Fencing <input checked="" type="checkbox"/> Curb Work <input type="checkbox"/> Curb Ramp(s)		<input type="checkbox"/> Acquire Right of Way <input checked="" type="checkbox"/> Other Utilities Work <input checked="" type="checkbox"/> Lighting <input type="checkbox"/> Traffic Control Devices <input type="checkbox"/> Construction Detour		<input type="checkbox"/> Remove Existing Bridge/Structure <input type="checkbox"/> Bridge Re-deck <input type="checkbox"/> Bridge Rail <input checked="" type="checkbox"/> Storm Sewer or Culverts <input checked="" type="checkbox"/> Erosion Control
ANALYSES	Drainage Study Completed for Structures/Drainage Facilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Pending <input type="checkbox"/> N/A			Work/Project Relaxation of Standards Requested <input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A			
	Analyses Completed: <input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A			Cost Effective Analysis <input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A			
Nebraska licensed engineer providing design and construction phases services: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
Construction Period (estimated): 1.0 construction seasons							
FINANCIAL	Other Funds to be Applied: <input type="checkbox"/> Federal Fund Purchase Program <input type="checkbox"/> State-Aid Bridge Fund <input type="checkbox"/> Federal Funds thru NDOR <input type="checkbox"/> LB960 County Bridge Match Program <input type="checkbox"/> State Recreation Road Fund <input type="checkbox"/> Other: _____						
	Estimated Costs (1,000)		County	Municipality	State	Federal	Other
			6,400				6,400
Print Name: Evan B. Wickersham							
Signature: 		Title: City Street Superintendent		Date: 11/26/2018			

One- And Six-Year Plan Highway, Road or Street Improvement Work/Project

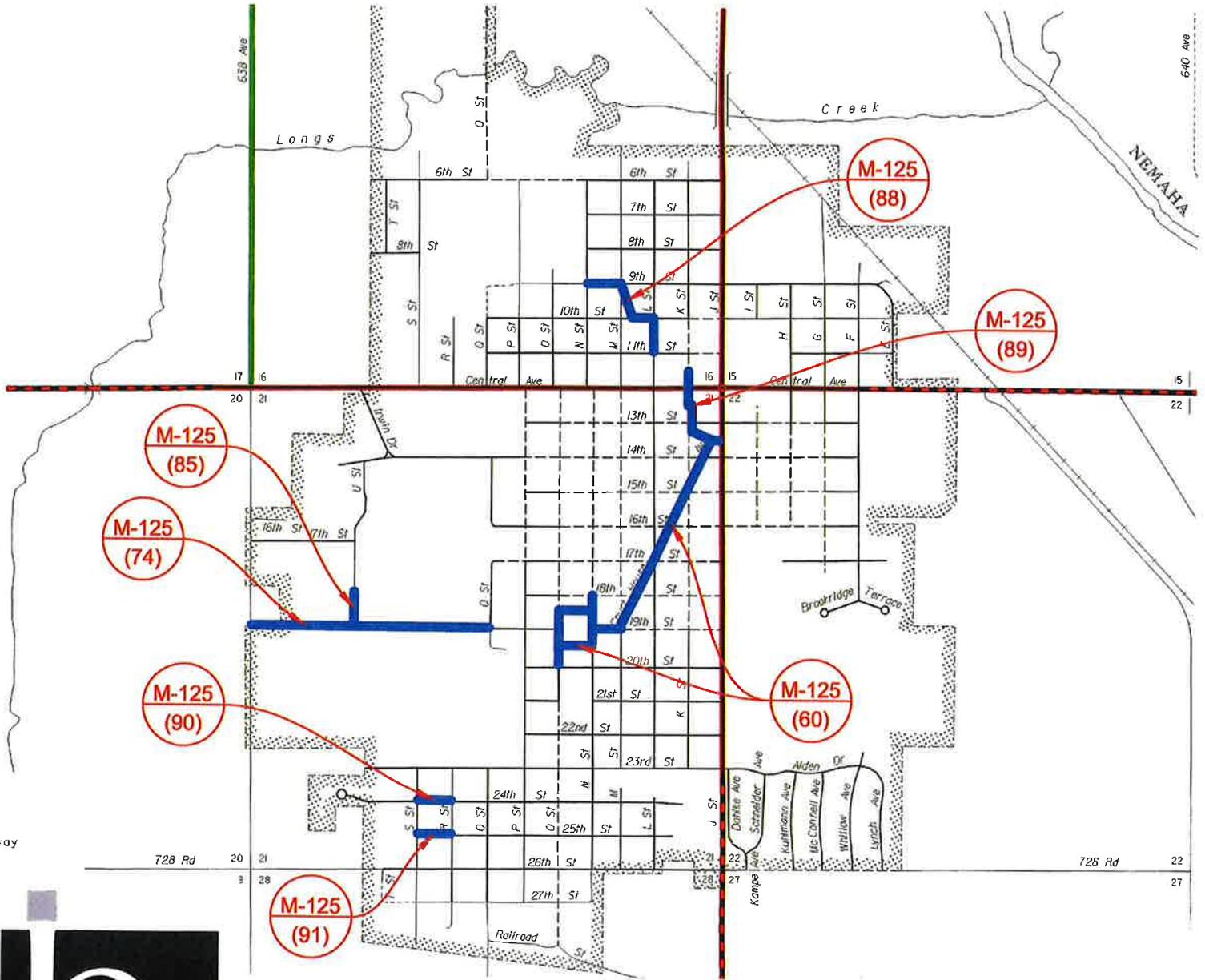
GENERAL INFO	Name (County or Municipality): AUBURN <input checked="" type="checkbox"/> Existing W/P <input type="checkbox"/> New W/P <input type="checkbox"/> Revision W/P							
	Work/Project (W/P) Number: M-125(74)		Work/Project Length: 0.50 miles		Control Number:			
Other Work/Project Number: _____								
Interlocal Agreement: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Name of Other Entity: _____								
Location								
Description: 19th Street: "Q" Street West to County Road								
REVISIONS	If Revision, describe the changes:							
	Notification of Revision of One-Year Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, what is the reason?		<input type="checkbox"/> Revisions to the Work/Project <input type="checkbox"/> Emergency Work/Proj Needed <input type="checkbox"/> Additional Funding Available <input type="checkbox"/> Other: _____			
STDS	Functional Class National: Local		State: Local					
	Design Standards Table 2-001.		National Highway System: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
TRAFFIC SPD	Design Speed: 25 MPH		Posted/Anticipated Speed = 25 MPH					
	Avg Daily Traffic : Initial Year 2018 VPD None		Hvy Trucks % N/A		Design Year 2038 VPD 250		Hvy Trucks % 5	
ROADWAY	HIGHWAY, ROAD		EXISTING		PROPOSED IMPROVEMENT			
	OR STREET		Surface Type	Width (ft)	Surface Type	Thickness (in)	Width (ft)	Work Type
	Traveled Way:		Earth	N/A	Concrete	7"	28'	N&R
Shoulders:								
BRIDGES & STRUCTURES	BRIDGES AND STRUCTURES		EXISTING		PROPOSED IMPROVEMENT			
	Structure Number(s)		Structure	Condition				Design Loading and Work Type
	City/County - NBIS		Type	SR	SD	FO	Structure Type	Size
OTHER SCOPE	Other Scope of Work:							
	<input type="checkbox"/> Add Auxiliary Lane(s) <input type="checkbox"/> Sidewalk/Trail <input type="checkbox"/> Removal of Roadside Obstacles <input type="checkbox"/> Flatten Vertical Curve(s) <input type="checkbox"/> Other: _____		<input checked="" type="checkbox"/> Grading <input type="checkbox"/> Guardrail <input type="checkbox"/> Fencing <input type="checkbox"/> Curb Work <input type="checkbox"/> Curb Ramp(s)		<input checked="" type="checkbox"/> Acquire Right of Way <input checked="" type="checkbox"/> Other Utilities Work <input checked="" type="checkbox"/> Lighting <input type="checkbox"/> Traffic Control Devices <input type="checkbox"/> Construction Detour		<input type="checkbox"/> Remove Existing Bridge/Structure <input type="checkbox"/> Bridge Re-deck <input type="checkbox"/> Bridge Rail <input checked="" type="checkbox"/> Storm Sewer or Culverts <input type="checkbox"/> Erosion Control	
ANALYSES	Drainage Study Completed for Structures/Drainage Facilities				Work/Project Relaxation of Standards Requested			
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Pending <input type="checkbox"/> N/A				<input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A			
Analyses Completed:								
Cost Effective Analysis		Other Benefit/Cost Analysis						
<input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A						
Nebraska licensed engineer providing design and construction phases services: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								
Construction Period (estimated): 1.0 construction seasons								
FINANCIAL	Other Funds to be Applied:							
	<input type="checkbox"/> Federal Fund Purchase Program <input type="checkbox"/> LB960 County Bridge Match Program		<input type="checkbox"/> State-Aid Bridge Fund <input type="checkbox"/> State Recreation Road Fund		<input type="checkbox"/> Federal Funds thru NDOR <input type="checkbox"/> Other: _____			
	Estimated Costs (1,000)	County	Municipality	State	Federal	Other	Total	
		600				600		
Print Name: Evan B. Wickersham								
Signature: 		Title: City Street Superintendent		Date: 11/26/2018				

AUBURN, NEBRASKA

ONE AND SIX YEAR PLAN

FISCAL YEAR

2019-2024



STATE ROAD CLASSIFICATIONS

- MAJOR ARTERIAL
- OTHER ARTERIAL

PROJECT LEGEND

- 6 YEAR PLAN



JEO CONSULTING GROUP INC

800.723.8567

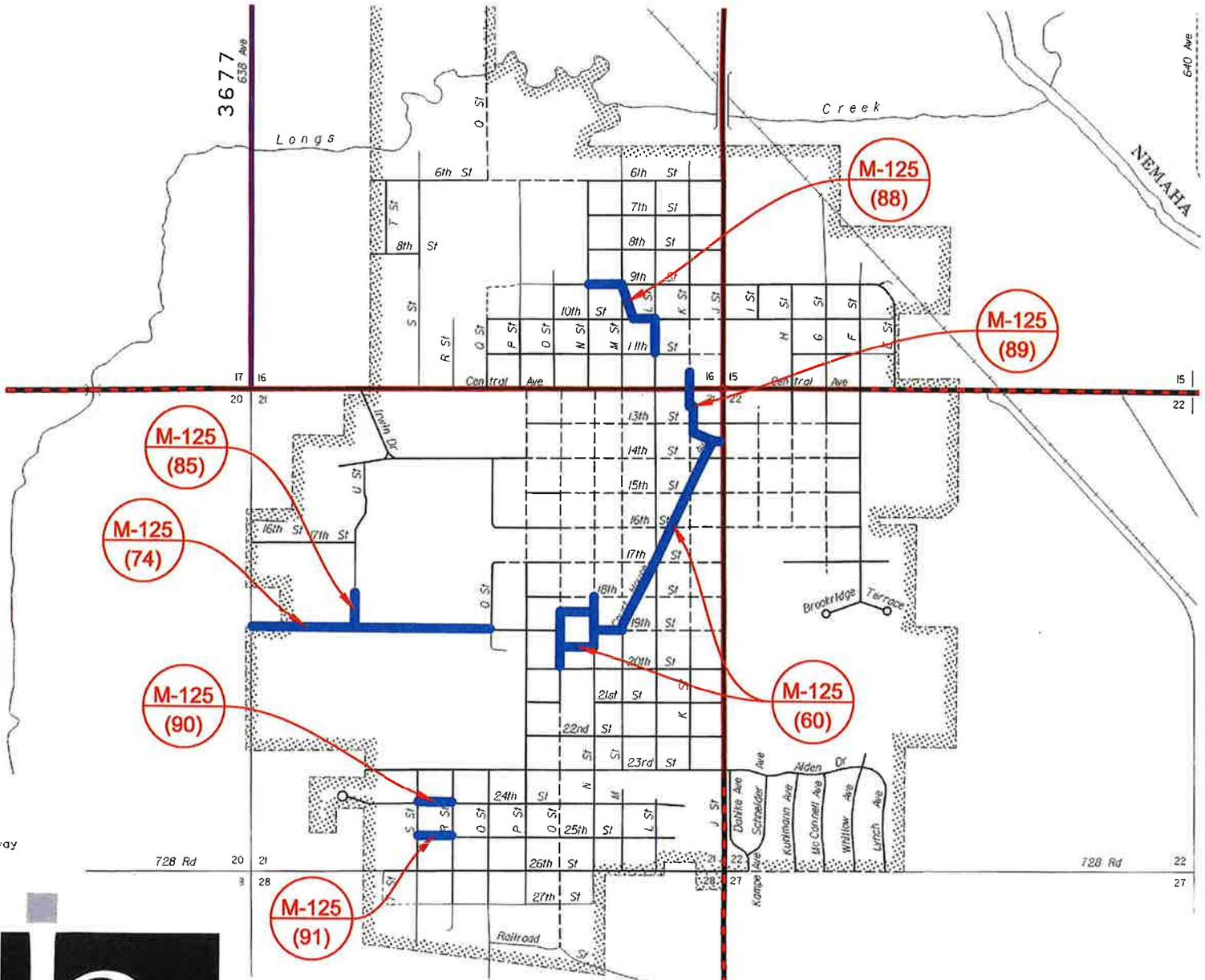
DRAWING NAME: AUBURN
 REVISED BY: IBK
 REVISED ON: JAN 3, 2019

AUBURN, NEBRASKA

ONE AND SIX YEAR PLAN

FISCAL YEAR

2019-2024



JEO CONSULTING GROUP INC
800.723.8567

NATIONAL ROAD CLASSIFICATIONS		PROJECT LEGEND	
	OTHER PRINCIPAL ARTERIALS		6 YEAR PLAN
	MAJOR COLLECTOR		

DRAWING NAME: AUBURN
REVISED BY: IBK
REVISED ON: JAN 3, 2019

Auburn Rehabilitation Grant
Application

10/26/2018
Jeremy and Lisa Pierce

Name:	Jeremy & Lisa Pierce
Home Address:	921 15th St. Auburn, NE 68305
Preferred Phone:	816-390-6933
House Rehab Info	
Address:	1313 10th St. Auburn, NE 68305.
Owned by Applicant?	Yes.
Itemized Projected Costs:	See "Itemized Est. Costs" sheets (2 sheets).
Picture (From Street):	Included in packet.
Nemaha County Assessor's Report of Property:	Included in packet.
Timeline for Completion:	6 months from award.
NOTE: This is the first rehabilitation project performed by applicant. Applicant has performed residential construction work in past on several houses (not owned) and most recently on current home (owned) assisting with basement and kitchen renovation.	
Energy Efficient Planned Rehab:	Energy efficient furnace.

**AGENDA ITEM
NO**

15

Rehabilitation Estimated Costs

EST TOTAL: \$24,990.35

	Qty	Estimated \$	Self or Sub
Interior Misc.			
<i>Windows</i>			
24" x 36" 70 Series Single Hung	7ea	\$1,044.00	Self
41.5" x 53.5" V-2500 Series Single Hung	1ea	\$277.00	Self
24" x 30" Single Hung	2ea	\$192.00	Self
<i>Door(s)</i>			
32" x 79" Steel Front Door	1ea	\$352.00	Self
32" x 79" Steel Back Door	1ea	\$352.00	Self
30" x 80" Interior Door	4ea	\$550.00	Self
24" x 80" Closet Door	2ea	\$213.00	Self
<i>Insulation</i>	1048 sq/ft	\$825.00	Self
<i>Drywall</i>			
Walls	2455 sq/ft	\$1,141.00	Self
Ceilings	659 sq/ft	\$346.00	Self
<i>Trim</i>			
Base	330 lf	\$384.00	Self
Window & Door Casing	310 lf	\$186.00	Self
<i>Paint</i>			
Walls	2455 sq/ft	\$533.00	Self
Ceilings	659 sq/ft	\$213.00	Self
<i>Electrical</i>			
Material	731 sq/ft	\$1,943.81	Self
Install *Unsure about who will provide labor so no price/quote included*	731 sq/ft		Sub
<i>Furnace (Gas)</i>			
Material & Install	1ea	\$4,798.50	Sub
<i>Water Heater</i>	1ea	\$900.00	Sub
<i>Flooring</i>	730 sq/ft	\$2,446.00	Self
<i>Demo</i>			
Disposal Fees		\$300.00	Self
Total:		\$16,996.31	

Auburn Rehabilitation Grant
Itemized Est. Costs

11/1/2018
Jeremy and Lisa Pierce

	Qty	Estimated \$	Self or Sub
Kitchen			
<i>Appliances</i>			
Refrigerator	1ea	\$650.00	Self
Range	1ea	\$500.00	Self
Microwave	1ea	\$250.00	Self
<i>Kitchen Sink</i>	1ea	\$117.00	Self
<i>Faucet</i>	1ea	\$56.50	Self
<i>Garbage Disposal</i>	1ea	\$148.00	Self
<i>Countertop</i>		\$213.00	Self
<i>Cabinets</i>		\$1,348.00	Self
Total:		\$3,282.50	
Bathroom			
<i>Sink</i>	1ea	\$254.54	Self
<i>Faucet</i>	1ea	\$62.00	Self
<i>Toilet</i>	1ea	\$212.00	Self
<i>Shower Kit with Fixtures</i>	1ea	\$612.00	Self
Total:		\$1,140.54	
Exterior Misc.			
<i>Mailbox</i>	1	\$64.00	Self
<i>Paint</i>			
Exterior	2000 sq/ft	\$666.00	Self
<i>Re-Build Front Porch</i>	70 sq/ft	\$950.00	Self
<i>Replace Shed Roof & Windows</i>		\$712.00	Self
<i>Repair Soffit and Facia</i>		\$200.00	Self
<i>Repair Foundation</i>		\$467.00	Self
<i>Repair Sidewalk to House</i>		\$112.00	Self
<i>Add Landscaping</i>		\$400.00	Self
Total:		\$3,571.00	



January 22, 2019

Nathan Leslie
64645 B 731 Road
Brownville, NE 68321

To Whom it May Concern:

My name is Nathan Leslie. I am here asking for funds from the Auburn Rehabilitation Grant to update one of the city's dilapidated homes. I am a native of Auburn and have resided in Nemaha County for over 30 years. I am here today to discuss Auburn's need of housing, especially rental properties. The city has a list of homes on the 'burn list' that would be great candidates for rental properties, they just need a little sprucing. With the opportunity to rehab/update these homes, with a little help, we could improve the appearance of our town. I have been a landlord in Peru, NE for 5 years and I'm looking to undertake unsightly rental opportunities in Auburn.

February 2018, I bought my first rental property in Auburn; 914 N Street. Shortly after, I found out the house next door (922 N Street) was on the city's list of homes to burn. I made an appointment with the realtor who had the property listed. After viewing the home inside and out, I realized it had great bones and a lot of potential. At that moment, I knew this home was worth saving. Why not clean-up homes to make neighborhoods nicer instead of getting rid of them?

I have made an itemized list of the amounts that I have already invested into this property and the current bids that I will need to finish the house renovation:

Outdoor:

- Siding, Soffit, Facia | bid for \$7,975.00
- Windows | \$1,963.83
- Exterior doors | \$368.00
- Roof, Shingles | \$3,996.35
- Foundation Repair | see attached bill = \$2950.00

Indoor:

- Furnace, Hot Water Heater | see attached bid = \$6208.50
- Electrical | 1,961.11
- Interior doors | \$620.00

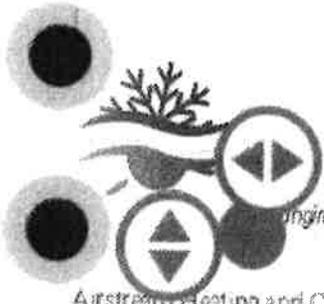
With your help, I know I could make this house a home. Renovating houses to meet the family, friendly rental need outweighs the cost/value of demolishing a dilapidated house (\$15,200 average cost). The return revenue would be very beneficial for the city both in renovating and occupancy.

Thank you!

Nathan Leslie

830395

Statement		DATE	1-13-19	TERMS	
TO		Nate Leslie 922 N St.			
IN ACCOUNT WITH		Jim Smith PO Box 223 Peru Ne 68421 402-414-2729			
1	cut out crack in foundation tore out and poured back with 1/2 rebar dowels			1375	00
2	Tear out egress window and window well and block back in and put standard window in.			1575	00
Thank you <i>Jim Smith</i>					
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT	2950	00



Bringing comfort from our family to yours™

Airstream Heating and Cooling
P.O. Box 29
Auburn, NE 68305
(402) 414-7083
To: Nate Leslie

Proposal

DATE: JANUARY 21, 2019

EXPIRATION DATE FEBRUARY 21, 2019

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Chris Maher	Nate Leslie		Upon Completion

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Carrier 58,000 BTU 96% gas furnace. # 59sc5a060s17-14		
1	Carrier 13 seer a/c # 24abb324abn3		\$5,308.50
1	Install 40 gallon natural gas water heater		\$900.00
	*Price includes furnace, coil, a/c, lineset, t-stat and all ductwork and materials to complete job.		
	*Price excludes high voltage electrical to outdoor unit and sales tax.		

Quotation prepared by: Chris Maher

This is a quotation on the goods named, subject to the conditions noted below. [Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.]

To accept this quotation, sign here and return: _____

Thank you for your Business!

Jobe Construction

ESTIMATE

Chris Jobe
1404 26th Street
Auburn, NE 68305
402-274-7004

DATE: 1/5/2019

BILL TO:
Nates Rental 914 M

DESCRIPTION	AMOUNT
Materials	
Remove old siding and repair any rottin spots and house wrap. Side with Majestic Ovation .042 vinyl siding and screw on . 12 Square	5,200.00
Wrap windows in white pvc trim Wrap facia and install white aluminium half vent soffit 184'	2,775.00
Labor	

OTHER COMMENTS

SUBTOTAL \$7,975.00

OTHER \$0.00
TOTAL \$7,975.00

Make all checks payable to
Chris Jobe

If you have any questions about this invoice, please contact
Chris Jobe 402-274-7004

Thank You For Your Business!

RESOLUTION NO. _____ -19
Of
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION FOR THE CITY OF AUBURN, NEBRASKA, IN SUPPORT OF APPLICATION AND SUSTAINABILITY OF THE HISTORIC REVITALIZATION SUBGRANT PROGRAM (HRSP).

WHEREAS, The City of Auburn, NE, and the Auburn Development Council (ADC) are allowable Applicants for the National Park Service, U.S. Depart of the Interior, Historic Preservation Fund, Historic Revitalization Subgrant Program (HRSP);

WHEREAS, This Grant may range from \$100,000 to \$750,000 (or less at the discretion of the selection panel) to support the rehabilitation of historic properties of significance to rehabilitate, protect, and foster economic development within rural communities through subgrants. This Grant program will fund physical preservation projects for historic sites to include architectural/engineering services and physical preservation that meets the Secretary of the Interior's Standards & Guidelines for Archeology and Historic Preservation.

WHEREAS, The City of Auburn, NE, and/or ADC will select a property/properties within the community which best serves and corresponds with the requirements of HRSP, for the betterment of the community and to help rehabilitate and foster economic development.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Auburn, Nebraska, that the City Council hereby recognizes the urgently needed support for historic preservation and economic development/growth within the historic business district(s) of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Auburn, Nebraska, that the City Council hereby supports the application by the City of Auburn, NE, and/or the Auburn Development Council (ADC), for Historic Revitalization Subgrant Program (HRSP) funds within the eligibility requirements of (HRSP).

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Auburn, Nemaha County, Nebraska, that the City Council further supports the objective and goal of revitalization and preservation of historically significant properties with the goal and intention of developing public-private partnerships and community engagement for sustainable economic growth.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Auburn, Nemaha County, Nebraska, that the Mayor of the City of Auburn, NE, is authorized to sign any necessary documents and/or applications needed; as well as, do all acts necessary to carry out the terms and provisions of this Resolution.

PASSED and APPROVED, by the City Council of the City of Auburn, Nebraska, on this 11th day of February, 2019.

R. Daniel White, Mayor of the
City of Auburn, Nebraska

ATTEST:

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

(Seal)

Approved as to form & legality:

Angelo M. Ligouri (22926)
Ligouri Law Office
(402) 274-5484
City Attorney

AGENDA ITEM NO. 18

CONSIDERATION FOR APPROVAL – Auburn Housing Study prepared and submitted by JEO.

A complete copy of the document is available at City Hall.

**5STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT NO. 18-HO-36067
Owner-Occupied Property Rehabilitation
CFDA #14.228**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Auburn, Nebraska ("Grantee") upon the date of signature by both parties.

RECITALS:

- A.** The State of Nebraska has received funds from the U.S. Department of Housing and Urban Development ("HUD") under the authority of Title I of the Housing and Community Development Act of 1974, as amended, ("Act") and 24 C.F.R. Part 570 to implement the State of Nebraska Community Development Block Grant ("CDBG") program.
- B.** The Department has been designated to administer the CDBG program and disburse CDBG funds to help fund affordable housing projects for low-income Nebraskans.
- C.** The Grantee has submitted an application ("Application") to the Department setting forth a project/program which will undertake community development activities authorized under the Act using CDBG funds. The Application has been approved and is incorporated herein by this reference. The CDBG Funds will be used for owner-occupied housing rehabilitation assistance for low-to-moderate income Nebraskans. The project/program consists of assisting housing units located, or to be located, in Auburn, Nebraska (the "Project" or the "Program"). The units and the project requirements are further described in the Application and in the *Table of Project Requirements* found on the next page of this contract.

All percentage references in this table, e.g. 60%, include the implied phrase "at or below" prior to the % and the implied phrase "of the area median income per the most recent HUD income limits" after the %.

Table of Project Requirements						
Requirement Descriptions			Data/Comment			
Total number of units in the Project→			18			
Total number of HOME-assisted units→			00			
Number of HOME units 80% for HOME Low-Income Limits→			00			
Number of HOME units 60% for HOME 60% Income Limits→			00			
Number of HOME units 50% for HOME Very Low-Income Limits→			00			
Total number of NAHTF-assisted units→			00			
Number of NAHTF units 100% for HOME Very Low-Income Limits x 2			00			
Number of NAHTF units 80% for HOME Low-Income Limits			00			
Number of NAHTF units 60% for HOME 60% Income Limits			00			
Number of NAHTF units 50% for HOME Very-Low Income Limits			00			
Total number of CDBG-assisted units→			18			
Number of CDBG units 80% for HOME Low-Income Limits			18			
Number of CDBG units 60% for HOME 60% Income Limits x 2			00			
Number of CDBG units 50% for HOME Very Low-Income Limits			00			
Affordability period, if any (source and duration)→			<input type="checkbox"/> HUD-imposed affordability period, specified in Part III		<input checked="" type="checkbox"/> Nebraska-imposed affordability period, specified in Part III	
Categories of homebuyers/homeowners to be served→	<input checked="" type="checkbox"/> No restrictions	<input type="checkbox"/> Elderly aged 62 and older	<input type="checkbox"/> Elderly aged 55 and older	<input type="checkbox"/> Persons w/ disabilities (particulars below*)	<input type="checkbox"/> 'Other' (particulars below*)	[Reserved]
*Particulars as to persons w/disabilities or as to 'Other' category→ Not applicable.						

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§1.01 Amount, Use, and Payment of CDBG Funds.

The total amount of CDBG funds to be paid by the Department to the Grantee for allowable expenses incurred will not exceed **Five Hundred Forty-Seven Thousand Dollars (\$547,000)**. Of that amount, approved administrative and audit expenses must not exceed **Twenty-Five Thousand Dollars (\$25,000)**.

The grant will be used to fund the Project as detailed in the Application, which generally involves housing rehabilitation, housing management, and lead-based paint test & risk assessments/clearance in Auburn, Nebraska.

Part V of this contract incorporates all of the Department's administrative requirements contained in the *Nebraska Community Development Block Grant Program Administration Manual* ("Administration Manual"). Those administrative requirements contain many restrictions governing the receipt of CDBG funds from the Department. Included among those restrictions are limitations on the amount of administration expenses the Grantee is allowed depending on the project's status.

To request payment of allowable expenses, the Grantee must submit a request for reimbursement to the Department, in the form and manner prescribed by the Department, via mail to the Housing and Community Development Division, Department of Economic Development, 301 Centennial Mall South, PO Box 94666, Lincoln, NE 68509-4666.

Requests by the Grantee for reimbursement of Project administration expenses will not be paid by the Department unless a CDBG Certified Administrator is identified and available to conduct administration of the Project at the time of each request for reimbursement of administration expenses. This requirement is applicable at all times through Project completion (including final Project reports). As a cross reference, note that §2.09 requires a CDBG Certified Administrator to achieve the initial Release of Funds for the Project.

§1.02 Time of Performance.

The period covered under this contract will be twenty-four (24) months from December 10, 2018; therefore, the termination date of this contract will be December 10, 2020. All of the required activities and services, except for submission of final reports, administration, and audit, must be completed on or before the termination date. Certain provisions of this contract survive the termination date and are specified in Part IV.

§1.03 Program Income.

Program income is regulated by the provisions of 24 C.F.R. §570.489(e). The exact text of this regulation should be consulted for definitions and other guidance concerning program income.

Program income generally means any gross income received by the Grantee or a subrecipient of the Grantee that was generated from the use of CDBG funds; however, some exceptions are detailed in 24 C.F.R. §570.489(e)(2). Program income includes, but is not limited to, the following:

- payments of principal and interest on loans made using CDBG funds.
- proceeds from the disposition (by sale or long-term lease) of real property purchased or improved with CDBG funds.
- proceeds from the disposition of equipment purchased with CDBG funds.
- interest earned on program income pending its disposition.
- interest earned on CDBG funds held in a revolving loan fund's cash balance interest-bearing account.

Program income received prior to the completion of the approved grant activities must be applied to those activities prior to requesting additional CDBG funds from the Department.

The Grantee agrees to treat all received and/or retained program income as additional CDBG funds subject to all requirements applicable to the CDBG Program. Additionally, the Grantee agrees to submit regularly occurring reports to the Department regarding program income and agrees, upon the Department's request, to maintain a contractual relationship with the Department for the duration of the time period in which the Grantee maintains program income.

§1.04 National Objective Requirement.

The Grantee must fulfill the national objective of benefiting low-to-moderate income persons. Failure to meet the national objective will result in the grant funds being disallowed, and all funds must be returned to the Department.

§1.05 Conduct of Local Program; Amendments to Local Program Guidelines.

The Grantee's Program must be conducted in the manner, under the criteria, and according to the standards established in the Grantee's guidelines, which were submitted to the Department in the Application or as required by Part II of this contract. The Program must also be conducted in accordance with the Administration Manual.

Any amendments to the Grantee's guidelines which materially change their form and content as originally submitted must be approved by the Department in writing.

§1.06 Incorporation of RECITALS.

All provisions of the Recitals above are incorporated as agreed provisions of the contract.

PART II: SPECIAL CONDITIONS FOR RELEASE OF FUNDS.

Funding of the amount stipulated in §1.01 will not be released to the Grantee until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than **June 10, 2019**. The Department reserves the right to cancel the contract if these special conditions are not met by this date.

§2.01 Grantee Information Sheet.

The Grantee must submit a completed Grantee Information Sheet to the Department as prescribed.

§2.02 Environmental Review.

The Grantee must submit documentation to the Department evidencing the completion of its responsibilities for environmental review and decision making pertaining to the Project and its compliance with the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 C.F.R. Part 58, which further the purposes of NEPA.

§2.03 Authorization to Request Funds Form.

The Grantee must complete and submit the Authorization to Request Funds form to the Department.

§2.04 Financial Management.

The Grantee must submit documentation to the Department evidencing completion of all financial management system requirements and execution of the financial management certification form prescribed by the Department.

§2.05 Procurement Standards.

The Grantee must submit documentation to the Department evidencing adoption of appropriate procurement standards in compliance with provisions of federal law including, but not limited to: 24 C.F.R. Part 85; 24 C.F.R. §570.489; and 2 C.F.R. §§200.318 through 200.326 (with emphasis on the provisions in 2 C.F.R. §200.322 regarding procurement of recovered materials). Such procurement standards must include written standards of conduct covering conflicts of interest and governing the actions of the Grantee's employees engaged in the selection, award, and administration of contracts.

§2.06 Excessive Force Certification.

The Grantee must submit documentation to the Department proving it has adopted a policy to prohibit the use of excessive force by local law enforcement agencies against any individual engaged in nonviolent civil rights demonstrations.

§2.07 Fair Housing.

The Grantee must submit documentation identifying the local fair housing representative, and it must include the representative's name and contact information. The Grantee must submit a description of the actions it will take during the course of the Project to fulfill any requirements to affirmatively further fair housing and must submit documentation demonstrating the actions that were actually taken.

The requirement to submit documentation demonstrating the actions that were actually taken need not be submitted within the time frame for completion of the special conditions, but such documentation must be submitted prior to closeout of the grant. The Department's Administration Manual contains additional detail about affirmatively furthering fair housing.

§2.08 Implementation Schedule.

The Grantee must complete and submit to the Department the Nebraska CDBG Grantee Implementation Schedule form. The Implementation Schedule will serve as the schedule for completion of the Project and may be used by the Department to assess Project progress.

§2.09 CDBG Certified Administrator Required.

The Grantee must submit documentation to the Department identifying the CDBG Certified Administrator it will use for the Project. The Department's Administration Manual contains details about the certification process. In addition to satisfying this special condition, the Grantee should note, as a cross-reference, that §1.01 states that reimbursement of Project administration expenses will not be paid by the Department unless a CDBG Certified Administrator is identified and available to conduct administration of the Project at the time of the requests for reimbursement.

§2.10 Limited English Proficiency.

The Grantee must submit documentation to the Department evidencing completion of its responsibilities to ensure meaningful access to the Project activities and services for persons with Limited English Proficiency ("LEP") as required by Title VI of the Civil Rights Act of 1964; Executive Order 13166; and HUD's final "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons," which became effective on March 7, 2007 ("HUD LEP Guidance").

Such documentation must include all of the following (1) information identifying the LEP representative for the Grantee, including the representative's name and contact information; (2) a Four Factor Analysis that is consistent with the HUD LEP Guidance; and (3) a description of the actions the Grantee will take during the course of the Project to fulfill the requirements to provide meaningful access to LEP persons. If deemed necessary as a result of the Four Factor analysis, the Grantee will prepare and submit to the Department a Language Access Plan ("LAP") that includes all elements of an effective LAP as defined by HUD.

The Grantee must keep records of requests for LEP services and records of all LEP services provided by the Grantee during the course of the grant. The Grantee must submit documentation to the Department demonstrating LEP services provided. The requirement to submit documentation demonstrating the LEP services provided need not be submitted within the time frame for completion of the special conditions, but such documentation must be submitted prior to closeout of the grant.

§2.11 Other Special Conditions.

All of the following must be approved, in writing, by the Department's Program Representative for the Grantee's Program:

- (a) The Grantee's plan for reuse of program income derived from the Grantee's Program.
- (b) If applicable to the Project, the Grantee's rehabilitation procedures incorporating HUD's lead-based paint regulation requirements.
- (c) Documentation evidencing official adoption by the Grantee of formal, written Housing Rehabilitation Program Guidelines matching those in the Application, which must include eligibility criteria and standards for assisting rehabilitation.
- (d) A copy of the Grantee's Program Guidelines.

PART III: SOURCES AND USES OF FUNDS; OTHER REQUIREMENTS.

§3.01 Sources and Uses of Funds.

SOURCES→	CDBG	OTHER	TOTAL
USES (Activities)↓			
0530 SF Housing Rehabilitation	\$450,000	\$0	\$450,000
0580 Housing Management	\$45,000	\$0	\$45,000
0580a Housing Mgmt: LBP Test & Risk Assessments/Clearance	\$27,000	\$0	\$27,000
0181 General Administration	\$25,000	\$0	\$25,000
TOTAL	\$547,000	\$0	\$547,000

The Sources and Uses of Funds table above reflects:

- The anticipated total costs of the CDBG-assisted Project.
- The CDBG-assisted activities being funded.
- The sources and amounts of other matching funds required for each activity.
- The maximum authorized CDBG funds for each CDBG-assisted activity.
- The ratio (derived by computation, not expressly shown) of CDBG funds to other matching funds for each CDBG-assisted activity that is a further limitation upon the maximum authorized CDBG funds which may be paid for each activity. The ratio is invoked as a limitation if the actual total costs of the activity are less than anticipated.

[An example illustrates this point: If the anticipated cost of an activity, such as the acquisition of equipment, was \$100,000—with \$40,000 to be from CDBG funds and \$60,000 to be from the benefited business—but the actual cost of the equipment turned out to be \$90,000, then the 40% ratio limits CDBG funding to \$36,000 rather than the \$40,000 originally anticipated.]

- The proportionality (derived by computation, not expressly shown) of funding from all funding sources for each activity and for the Project in total. Disbursement of CDBG funds will be made only on a pro rata basis with all other funding sources for each activity and for the Project in total. CDBG funds will not be the first funds invested in the Project, but rather CDBG funds will flow into the Project in proportion to all other funding sources.

§3.02 Affordability Period; Recapture of CDBG Funds.

Beginning the date of Project completion, the CDBG-assisted units are subject to certain requirements for the affordability period established in the Grantee's program guidelines as reflected in the Application or reflected in the following table, whichever is longest:

CDBG funds invested per CDBG-assisted unit:	State imposed length of period of affordability (recapture period):
Under \$15,000	5 years
\$15,000 to \$40,000	5 years
Over \$40,000	5 years

The requirements are: (1) that the housing units be owned by and be the principal residence of the assisted homebuyer or the rehabilitation assisted owner-occupier for the period of affordability established above and (2) that those homebuyers or owner-occupiers assisted must be in the income categories established as a Project requirement in the *Table of Project Requirements* in Paragraph C of the Recitals of this contract for the period of affordability established above.

Assistance to beneficiaries under the local program must be secured by an appropriate lien instrument, such as a mortgage or deed of trust. The lien instrument must be properly recorded and must require, at a minimum, a proportionate repayment by the assisted beneficiary if non-compliance with the local program requirements occurs during the affordability period appropriate for the particular CDBG-assisted unit (measured from the time assistance was initiated). The following example illustrates the required recapture concept:

If the housing does not continue to be the principal residence of the original rehabilitation assisted owner-occupier for the duration of the period of affordability, then recapture provisions must be invoked to ensure recouping of CDBG assistance funds. The Grantee may invoke any of several recapture options depending on the Grantee's program guidelines, but the following is required at a minimum:

CDBG funds assistance to be recaptured may be reduced on a pro rata basis by dividing the years (rounded down to the nearest whole year) since the original rehabilitation assisted owner-occupier was provided the grant by the required affordability/recapture period. Example: An owner-occupier was granted \$10,000 of CDBG funds, it has been two (2) years since the original rehabilitation occurred, and the required affordability/recapture period is five (5) years. The calculation of the pro rata required recapture would be:

- (years since rehab (2) ÷ affordability/recapture period (5)) × grant amount (\$10,000) = \$4,000 pro rata credit.
- Total CDBG-assistance (\$10,000) minus the pro rata credit (\$4,000) = \$6,000 to be recaptured.

Upon request, the Grantee must provide documentation to the Department showing execution of any appropriate loan and security interest documents (e.g. promissory note and/or recapture restrictions in a mortgage) between the Grantee and the persons assisted through the Program.

Recapture restrictions may terminate upon the occurrence of events such as foreclosure or a transfer in lieu of foreclosure; however, recapture restrictions shall be revived according to their original terms if, during the original recapture period, the owner of record before the termination event or any newly formed entity that includes the former owner or those with whom the former owner has or has had familial or business ties obtains an ownership interest in the housing unit.

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Matching Requirements.

The Grantee agrees to provide matching and other leveraged funds for each approved activity in the amounts, ratios, and proportions set forth in §3.01 of this contract.

Project costs must be paid from grant and matching funds as specified in §3.01, and matching and other leveraged funds must be expended during the contract period. With each request for CDBG funds, the Grantee must certify the amount of matching funds applied to the Project. The Grantee will be solely responsible for costs that exceed the total Project costs set forth in §3.01.

§4.02 Legal Authority; Acceptance of Environmental Review Responsibility.

By signing this contract, the Grantee certifies that it possesses the legal authority to accept CDBG funds and to carry out the Project described in this contract and that the Grantee's chief elected official:

- (a) Consents to assume the status of responsible federal official and the responsibilities for environmental review and decision making under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law as specified in 24 C.F.R. Part 58 which further the purposes of NEPA; and
- (b) Is authorized and consents, on behalf of the Grantee, to accept the jurisdiction of the federal courts for the purpose of enforcement of their responsibilities as such responsible federal official.

§4.03 Designation of Officials to Execute Contract and Amendments.

The Director of the Department or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Department.

The Chief Elected Official of the Grantee or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Grantee.

Either party may request amendments to this contract; however, amendments will not take effect until mutually agreed to in writing by both parties.

§4.04 Grantee Compliance with CDBG Regulations and Uniform Administrative Requirements.

The Grantee must comply with all applicable CDBG Regulations in 24 C.F.R. Part 570. The Grantee must also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in this contract and in 2 C.F.R. Part 200 (which have been adopted by HUD through 2 C.F.R. Part 2400) or any reasonably equivalent procedures and requirements that the Department may prescribe. In particular, the Grantee agrees to establish internal controls in order to have reasonable assurance that the Grantee is carrying out the Project in compliance with federal statutes, regulations, and the terms and conditions of this contract, as required by 2 C.F.R. §200.303. The Grantee also agrees to comply with provisions regarding the protection of personally identifiable information, as required by 2 C.F.R. §200.303 and 2 C.F.R. §200.512.

§4.05 Record Keeping.

The Grantee agrees to keep the following records: (1) records as specified in 24 C.F.R. §570.506 *Records to be Maintained*; (2) adequate documentation to support costs charged to the CDBG Program; (3) records detailing procurement procedures followed by Grantee; (4) records that include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the Project, as required by 24 C.F.R §570.490 for fair housing and equal opportunity purposes; and (5) any other records as the Department may reasonably require. The Grantee agrees to keep such records so the Department can perform a 24 C.F.R. §570.492 *State's review and audits*.

All records pertinent to this grant and work undertaken as part of the Project must be retained by the Grantee for the period required by 2 C.F.R. §200.333 (as interpreted by HUD and applied to the CDBG Program through 24 C.F.R. §570.490). The Grantee also agrees to comply with the methods for collection, transmission, and storage of information as described in 2 C.F.R §200.335.

The Department and any duly authorized official of the state and federal government will have full access to and the right to examine, audit, excerpt, and/or transcribe any of the Grantee's records pertaining to all matters covered by this contract.

§4.06 Reports.

The Grantee must submit semiannual reports to the Department, in such form as it may prescribe, pertaining to the activities undertaken as a result of this contract. The Grantee will also be required to submit a final performance and financial report, in such form as the Department may prescribe, at grant closeout.

All semiannual reports must be submitted to the Department no later than thirty (30) days following the end of the reporting period. All final performance and financial reports must be submitted to the Department no later than ninety (90) days after the termination date of this contract. Additionally, prior to closeout, the Grantee must submit documentation demonstrating the actions that were taken to affirmatively further fair housing and demonstrating the LEP services provided by the Grantee during the course of the grant.

§4.07 Cost Principles; Audits; Post-Closeout Adjustments and Continuing Responsibilities.

The Grantee is responsible for the efficient and effective administration of the CDBG funds provided to it under this contract. The Grantee agrees to administer the CDBG funds in a manner consistent with this contract, HUD's administrative requirements for the CDBG program, the provisions of the Department's Administration Manual, and all federal and state laws, regulations, and executive orders applicable to the CDBG-assisted Project.

Generally Accepted Government Auditing Standards (GAGAS) must be followed, and audits of this grant will be conducted in accordance with the Single Audit Act of 1984, as amended, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (which have been adopted by HUD through 2 C.F.R. Part 2400). The Grantee is required by 2 C.F.R §200.512 to submit the required audit reporting package to the Federal Audit Clearinghouse ("FAC") within thirty (30) calendar days after receipt of the auditor's reports or nine (9) months after the end of the audit period, whichever is earlier. Audit costs are an allowable general administration cost subject to limitations established by the applicable law and the Department.

The closeout of this grant does not affect the right of the Department or any duly authorized official of the state and federal government to disallow costs and recover funds from the Grantee on the basis of a later audit or other review. In other words, the obligation of the Grantee to return any funds due as a result of an audit is not affected by closeout of this grant.

§4.08 Conflict of Interest.

The Grantee will comply with the conflict of interest prohibitions set forth for the CDBG program in 24 C.F.R. §570.489 and 2 C.F.R. §200.318 and in the Grantee's written standards of conduct covering conflicts of interest submitted to the Department as required by §2.05. In the event prohibited conflicts of interest arise, the Grantee must inform the Department of such conflicts of interest as soon as possible. Exceptions to the prohibition may be granted by the Department on a case-by-case basis.

§4.09 Applicability to Subrecipients and Contractors.

All provisions of this contract will be made binding on any subrecipient or contractor of the Grantee, and the Grantee will, nonetheless, remain fully obligated under the provisions of this contract.

Any such subrecipient or contractor of the Grantee must be authorized to transact business in the State of Nebraska. All subrecipients and contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements, including any registration requirements pertaining to types of business entities (e.g. sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Grantee for its records.

Upon request of the Department, the Grantee must submit copies of written agreements executed between the Grantee and any subrecipients or contractors relating to the Project.

§4.10 Funding Source Recognition.

Prior to referring to the Project or Project activities in publications, the Grantee must inform the Department and, if requested, include a reference to the CDBG funding made available for the Project.

§4.11 Intellectual Property.

If the Project results in any copyrightable material or inventions, the Department and/or the State of Nebraska reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and/or authorize others to use the work or materials for governmental purposes.

§4.12 Religious Activities.

The Grantee agrees that CDBG funds provided under this contract will not be used for inherently religious activities, such as worship, religious instruction, or proselytization, prohibited by 24 C.F.R. 570.200(j).

§4.13 Anti-Lobbying.

To the best of the Grantee's knowledge and belief: no federal appropriated funds have been paid or will be paid by or on behalf of the Grantee to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Grantee must complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

§4.14 Early Termination; Termination by Mutual Agreement.

The Department may terminate this contract for any reason upon sixty (60) days written notice to the Grantee. This contract may also be terminated, in whole or in part, prior to the completion of project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date and the portion to be terminated.

The Grantee may not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The Department will make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

§4.15 Termination for Cause.

In the event of a default or violation of the terms of this contract by the Grantee or a failure to use the grant for only those purposes set forth herein, the Department may take the following actions (which are supplemental to other default remedies specified elsewhere in this contract):

- (a) Suspension. After notice to the Grantee, the Department may suspend the contract and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee or a decision to terminate.
- (b) Termination. The Department may terminate the contract, in whole or in part, at any time whenever it is determined that the Grantee has failed to comply with the terms and conditions of the contract. The Department will promptly notify the Grantee in writing of the determination to and the reasons for termination, along with the effective date. Payments made to the Grantee or recoveries by the Department under contracts terminated for cause will be in accordance with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this contract up to the date of termination. The Grantee must return all unencumbered funds, and any costs previously paid by the Department that are subsequently determined to be unallowable through audit and closeout procedures may be recovered from present grant funds or deducted from future grants.

§4.16 Termination Due to Loss of Funding.

This contract may terminate, in full or in part at the discretion of the Department, in the event the Department suffers a loss of funding or a termination of the federal funds which permit it to fund this grant. In the event it suffers such a loss of funding, the Department will give the Grantee written notice which will set forth the effective date of full or partial termination or, if a change in funding is required, setting forth the change in funding.

§4.17 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster or other similar event outside the control of and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event.

The Department may grant relief from performance of the contract if the Grantee is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Grantee. To obtain release based on a Force Majeure Event, the Grantee shall file a written request for such relief with the Department. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

§4.18 Waivers; Non-Waiver of Rights; Assignment of Interest; Severability.

No conditions or provisions of this contract can be waived unless approved by the Department in writing.

The Department's failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon breach will not constitute a waiver of any rights under this contract.

The Grantee may not assign or transfer any interest in this contract to any other party without the written consent of the Department.

If any provision of this contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.

§4.19 Title, Use, and Disposition of Property/Supplies/Equipment; Insurance.

The Grantee agrees to comply with the provisions of 2 C.F.R. §§200.311 through 200.316 regarding the title, use, and disposition of property, supplies, and equipment.

In accordance with 2 C.F.R. §200.310, the Grantee agrees to, at a minimum, provide insurance coverage that is equivalent to the insurance it provides for its other property or ensure that such insurance coverage is provided by the owner of the real property for the real property and equipment acquired or improved with CDBG funds.

§4.20 Debarment, Suspension, and Ineligibility; Universal Numbering System and Registration Requirements.

By executing this contract, the Grantee certifies, represents, and warrants that the Grantee and all subrecipients or contractors to be used by the Grantee in performing this contract are not debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by HUD or any other federal agency under the provisions of Executive Order 12549 "Debarment and Suspension" and any applicable government debarment and suspension regulations. The Grantee agrees to immediately notify the Department if it or any of its subrecipients or contractors become sanctioned or debarred. The Grantee acknowledges that suspension or debarment and/or use by the Grantee of suspended or debarred subrecipients or contractors is cause for termination of this contract.

The Grantee agrees to comply with all requirements established by the Office of Management and Budget ("OMB") concerning participation in the Dun and Bradstreet Data Universal Numbering System ("DUNS"), registration with the Federal System for Awards Management ("SAM"), and maintenance of such participation and registration.

§4.21 Verification of Work Eligibility Status for New Employees.

The Grantee is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Grantee in performing this contract. The Grantee will be responsible to the Department for enforcing this requirement with its subcontractors.

A failure by the Grantee to adhere to these requirements is a violation of the statutory requirements of Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this contract which could result in the Department declaring the Grantee to be in default on the contract.

§4.22 Verification of Lawful Presence For Public Benefits Eligibility.

The Department of Economic Development is prohibited by state law (Neb. Rev. Stat. §4-108) from providing public benefits to a person not lawfully present in the United States. Public benefits are statutorily defined broadly (see Neb. Rev. Stat. §4-109); however, some exemptions from the verification of lawful presence requirement are set forth in Neb. Rev. Stat. §4-110. For the purposes of this contract, the Department has determined that, in the performance of its contractual duties, the Grantee is providing public benefits to individuals or households under the statutory definition of public benefits.

Consequently, pursuant to this contract and Neb. Rev. Stat. §§4-108 through 4-114, the Grantee shall have each applicant for public benefits under this contract complete the United States Citizenship Attestation Form attached to this contract and available on the State of Nebraska Department of Administrative Services website at www.das.state.ne.us.

The Attestation Form serves as the applicant's attestation that he or she is a U.S. citizen or a qualified alien under the federal Immigration and Nationality Act (8 U.S.C. 1101 et seq.). If the applicant attests they are a qualified alien, the Grantee shall verify the applicant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

The Grantee must:

1. retain the attestation form and any additional verification documentation required because the applicant attested they were a qualified alien;
2. provide such attestation form and other documentation (or copies thereof) to the Department upon request;
3. maintain aggregate records for the duration of the contract showing: (a) the number of applicants for public benefits under this contract and (b) the number of applicants rejected pursuant to the lawful presence requirement; and
4. provide a summary report to the Department no later than December 31st each calendar year reflecting data for such calendar year (or portion of such year when there is not a full calendar year of activity under this contract) so that the Department can fulfill its annual reporting obligation to the Nebraska Legislature concerning these "lawful presence" requirements.

§4.23 Mandatory Disclosures.

As required by 2 C.F.R. §200.113, Grantee must immediately disclose to the Department, HUD, and/or other appropriate authorities (with a copy to the Department) all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the use of CDBG funds provided under this contract.

§4.24 Authorization of Project Publicity and Information Sharing.

Prior to announcing or referring to the Project or Project activities in news releases, press conferences, or other media, the Recipient must inform the Department and, if requested, include an acknowledgement or reference to the funding made available for the Project under this contract.

The Recipient agrees to allow the Department to issue news releases and otherwise share information and/or make announcements about the Project. The Department is not required to obtain any approval, written or otherwise, from the Recipient prior to releasing information about the Project.

§4.25 Notification of Project Staff Changes.

The Recipient will make reasonable efforts to keep the Department informed of changes in Recipient's staff that relate to the project such as the departure of key persons.

§4.26 Requirement to Provide Project Photographs.

The Recipient agrees to provide the Department with before and after photographs of the Project whenever possible and agrees to obtain written consent from the owner-occupiers when necessary.

§4.27 Drug Free Workplace.

The Grantee agrees to maintain a drug free workplace environment to ensure worker safety and workplace integrity and agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

§4.28 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this contract, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§4.29 State of Nebraska Non-Liability/Hold Harmless.

The Grantee must hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any activities or services performed by the Grantee or by its officials, officers, employees, agents, or associates.

§4.30 Survival.

The terms of this contract regarding national objective compliance, program income, use of funds, matching requirements, record keeping, audits, reports, notice, and any other terms that by their nature should survive after termination shall survive after termination of this contract.

§4.31 Entire Agreement; Binding Effect; Counterparts; Governing Law.

This instrument and any attachments, the approved Application, and those items incorporated by reference contain the entire agreement between the parties. Any statements, inducements, or promises not contained therein will not be binding upon the parties.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement or any amendment to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

PART V: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

The Grantee agrees to comply with the administrative requirements for the CDBG program established by the Department and HUD, with the provisions of the Department's Administration Manual, and with all federal and state laws, regulations, and executive orders applicable to the CDBG-assisted Project including, but not limited to:

- Housing and Community Development Act of 1974, as amended ("HCDA").
- 24 CFR Part 570.
- National Environmental Policy Act of 1969 and regulations at 24 CFR Part 58.
- Clean Air Act and Federal Water Pollution Control Act, as amended.
- Federal Restrictions on the use of the power of eminent domain.
- The Davis-Bacon Act (and related requirements).
- Contract Work Hours and Safety Standards Act (and related requirements).
- Copeland "Anti-Kickback" Act (and related requirements).
- Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act, and regulations at 24 CFR Part 35.
- Section 3 of the Housing and Urban Development Act of 1968; and 24 CFR Part 135.
- The Architectural Barriers Act of 1968 and the Americans with Disabilities Act.
- 2 CFR Part 200, The Federal Funding Accountability and Transparency Act, and related federal requirements.
- Byrd Anti-Lobbying Amendment (and related acts and requirements).
- The Equal Employment Opportunity Act; The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002); The Immigration Reform and Control Act of 1986; and The Americans with Disabilities Act of 1990; the Nebraska Fair Employment Practices Act; and related acts and requirements.
- Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act); the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; The Housing for Older Persons Act of 1995; and related acts and requirements.
- Nebraska Uniform Energy Efficiency Standards, §§81-1608 to 81-1626.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this contract, they agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	GRANTEE → City of Auburn, Nebraska
By: _____ (Director or Designee)	By: _____ (Authorized Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows:

_____ and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate, and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME

(First, Middle, Last)

SIGNATURE

DATE

PROFESSIONAL SERVICE AGREEMENT CITY OF AUBURN & SENDD
General Admin Contract for Owner Occupied Housing Rehab Project #18-HO-36067

THIS AGREEMENT made and entered into 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 Consultant)

WITNESSES THAT:

WHEREAS, the City and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the State of Nebraska to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State CDBG Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the CITY, as part of its **2018 CDBG grant agreement** with the Department, under contract number **18-HO-36067**, has been awarded CDBG funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the City's approved CDBG program, and

WHEREAS, it would be beneficial to the CITY to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be provided by the Parties

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the CITY the work activities described in **Attachment "A-Scope of Services and Fee Schedule: Administration**.
- b. The CITY will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work

and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall coincide with the project end date as stated in the grant contract or as amended by an approved extension.

3. Consideration

The CITY shall reimburse the Consultant in accordance with the **Fee Schedule described in Attachment "A"** to the contract for all allowable expenses agreed upon by the parties to complete the Scope of Work. **The total amount reimbursed by the CITY shall be equal to the sum of \$25,000.00. Reimbursement shall exceed this amount only if Housing Program Income Funds are received during the grant contract period.** Reimbursement under this contract shall be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with funds through the Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Record Maintenance, Record Retention, and Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR 200.300-345 and any such procedures that the CITY or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance. All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained

by the Consultant for a period of ten years after the final audit of the CITY's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the CITY shall request a longer period for record retention.

The CITY, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the CITY shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the CITY and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the CITY and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the CITY may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

a. Suspension If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the CITY may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the CITY and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;

- (1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.

- (2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.

- (3) In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the CITY shall pay the Consultant for work performed to the satisfaction of the CITY, in accordance with the percentage of the work completed.

b. Termination for Cause The CITY may terminate its contract with the consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.

- (1) The lack of compliance with the provisions of this contract is of such scope and nature that the CITY deems continuation of the contract to be substantially detrimental to the interests of the CITY;

- (2) The Consultant has failed to take satisfactory action as directed by the CITY or its authorized representative within the time specified by same;

- (3) The Consultant has failed within the time specified by the CITY or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the CITY may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. Termination for Other Grounds This contract may also be terminated in whole or in part:

- 1) By the CITY, with the consent of the Consultant, or by the Consultant 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) If the funds allocated by the CITY via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- (3) In the event the CITY fails to pay the Consultant promptly or within 60 days after invoices are rendered, the CITY agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the CITY shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- (4) The CITY may terminate this contract at any time giving at least 10 days notice in writing to the Consultant. If the contract is terminated for convenience of the CITY as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The CITY may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the CITY and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the CITY.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and

shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest in this contract, and shall not transfer any interest in this contract (whether by assignment or notation), without prior written consent of the CITY thereto: Provided, however, that claims for money by the Consultant from the CITY under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CITY.

10. Reports and Information

The Consultant, 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 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.

11. Findings Confidential

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

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance with Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall hold the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Executive Order 11246* (APPLICABLE TO CONSTRUCTION CONTRACTORS ONLY)

Therefore not applicable to this general admin contract between the CITY and SENDD.

15. Title VI of the Civil Rights Act of 1964

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 or activity receiving federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied 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.

17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the

subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant 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.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department 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. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants 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.

18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.).

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

19. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794).

No otherwise qualified individual will, 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.

20. Executive Order 11246, As Amended.

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color,

religion, sex, sexual orientation, gender identity, or national origin.

21. Conflict of Interest 2 CFR 200.318

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

22. Audits and Inspections

The CITY, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the CITY, DED, the State Auditor and HUD.

23. Hold Harmless

The Consultant agrees to indemnify and hold harmless the CITY, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the CITY, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

24. Compliance with E-Verify Program on Work Eligibility for New Employees

The Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. In this context, "new employees" means employees hired on or

after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Consultant in performing this contract, if applicable. The Consultant will be responsible to the Community for enforcing this requirement with Consultant subcontractors.

25. Governing Law

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this Agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the CITY and the Consultant. The attachments to this agreement are identified as follows:

Attachment "A", Scope of Services and Fee Schedule – CDBG Administration

WITNESS WHEREOF, the CITY and SENDD have executed this contract agreement as of the date and year last written below.

CITY OF AUBURN, NEBRASKA

By: _____
Title: Mayor

Date: _____

CONSULTANT: SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT

By: _____
Title: Executive Director

Date: _____

**PROFESSIONAL SERVICE/CONSULTANT AGREEMENT
BETWEEN CITY OF AUBURN, NEBRASKA & SENDD
CDBG-OWNER OCCUPIED REHAB: #18-HO-36067 General Administration**

Attachment "A"- Scope of Services and Fee Schedule: CDBG Administration

1.0 Scope of Services

SEND D shall perform in a satisfactory and proper manner, the following work:

1.1 CDBG Certified Administrator.

SEND D shall assist the CITY in fulfilling the administration duties of the NDED Community Development Block Grant (CDBG) contract. Such duties shall include, but not necessarily be limited to administration of the following NDED contract requirements:

- a. National Objective Compliance
- b. Rehabilitation of at least 11 owner-occupied housing units
- c. Prepare and submit Part II Special Conditions items 2.01-2.12.
- d. SEND D shall assign a CDBG Certified Administrator to administer this project in compliance with parts 1.01 and 2.09 of the NDED CDBG contract.
- e. Monitor and oversee project budget sources and uses of funds in accordance with Part III Sources and Uses of Funds; and Other Requirements.
- f. Work with the grantee in order to ensure compliance with Part IV Other Contractual Conditions items 4.01-4.31.

1.2 Record Keeping.

SEND D shall assist the CITY in establishing, completing and maintaining all files required by the Nebraska Department of Economic Development (NDED). SEND D will review each file periodically and will assist the CITY's staff in ensuring that information retained in the files is appropriate and sufficient to meet NDED Community Development Block Grant (CDBG) grantee requirements. Record keeping shall comply with part 4.06 of the NDED CDBG contract.

1.3 Reports.

During, and at the completion of the program, SEND D will prepare the required reports and submit the same to the CITY's governing board for acceptance. Reporting shall comply with part 4.07 of the NDED CDBG Contract. Semiannual performance reports will include:

- a. Project achievement in relationship to CDBG Program Objectives
- b. Identification of project impact(s)
- c. Job Creation and Job Maintenance, if applicable
- d. Other performance report requirements

1.4 Compliance with CDBG Regulations and Uniform Administrative Requirements; Cost Principles; Audits; and Post-Closeout Adjustments and Continuing Responsibilities.

SEND D will create and maintain financial management systems that establish internal controls that have reasonable assurance that Grantee is carrying out the

project in compliance with federal statutes, regulations, and terms and conditions of the NDED CDBG contract. SENDD will complete requisition requests and obtain appropriate signatures from CITY officials and subrecipients as necessary. The CITY shall authorize SENDD to deliver such requests to NDED. SENDD will provide information and ongoing assistance regarding financial management duties and responsibilities, and will aid in ensuring that expenditures of funds comply with NDED program requirements. Cost Principles shall comply with parts 1.01, 3.01, 4.01, 4.02, 4.05, 4.08, and 4.14,

1.5 Other Duties and Compliance with Applicable Laws and Regulations.

SENDD shall provide other administrative duties as are necessary to complete the NDED CDBG contract. Duties shall additionally comply with Part V of the NDED CDBG contract.

2.0 Fee Schedule and Compensation Procedures

2.1 Compensation Procedures

For purposes of this contract, the cost for performing services outlined in Article 1.0 of this Contract Attachment "A", shall be provided to the CITY on an actual cost incurred basis up to a **maximum total of \$25,000.00**. The CITY agrees to pay SENDD for costs incurred within a reasonable period of time following presentation of a detailed accounting of incurred expenses.

2.2 Amendment of Compensation Rate

Provided that actual expenses documented by SENDD exceed the total allowed by the NDED in their Contract with the CITY, it is hereby agreed and understood by the signatories to this Contract that SENDD may enter into a separate agreement with other parties to recover, in part or in total, those expenses not allowed under this Contract.

2.3 Accountability

SENDD shall document expenditures of funds in accordance with the purposes and conditions of this contract.



City of Auburn

1101 J Street
Auburn, Nebraska 68305

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

MAYOR

Dan White

COUNCIL MEMBERS

Katy Billings

Shawn Clark

Tom Clark

Chris Erickson

Rick Janssen

Jeff Jeanneret

February 11, 2019

Street Department Activity Report (January 2019)

- Appliance and Furniture Recycle Lot – 3 times
- Brush Lot – 2 times
- Burned brush lot – 1 times
- Cut 3 trees (in the city right of way)
- Worked on equipment at city shop
- Garbage run at parks/rec complex/lake/business area (bi-monthly)
- Dog Park – pick up twice weekly (weather permitting)
- Cleaned storm drains and filled pot holes
- Swept streets
- Worked on alleys around town
- Winter snow removal
- Took down Holiday lights
- Snow removal at the airport

Harry Bridgmon
Street Commissioner



EQUAL HOUSING OPPORTUNITY

AGENDA ITEM

NO

25

*Auburn Memorial Library*1810 Courthouse Ave
Auburn, NE 68305**City Council Report
February 2019**

- Valentine Story and Craft hour
- Author Joel Green has been rescheduled for Saturday, March 16 at 10 a.m.

Statistical Report:

<u>Date:</u>	<u>Circulation:</u>	<u>Patrons:</u>	<u>Money to City:</u>
January	2,696	1,579	\$643.37
OverDrive	<u>294</u>	<u>56</u>	
	2,990	1,635	
December	2,213	1,382	\$388.15
OverDrive	<u>299</u>	<u>55</u>	
	2,512	1,437	

AGENDA ITEM NO. 25

Budget Reports Submitted by City Treasurer
Receipts by Department

BUDGET REPORT
CALENDAR 1/2019, FISCAL 4/2018

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-00-3200	GEN STATE EQUALIZATION	289,789.25		39,822.21	13.74	249,967.04
01-00-3203	GEN MTR VEHICLE PRORATE	1,400.00		176.81	12.63	1,223.19
01-00-3205	GEN WORKFORCE HOUSING	255,000.00				255,000.00
01-00-3208	GEN OTHER STATE	22,950.00				22,950.00
01-00-3301	GEN LICENSES & PERMITS	13,000.00	1,020.00	2,965.00	22.81	10,035.00
01-00-3306	GEN REIM/REFUNDS	7,000.00	17.00	5,373.17	76.76	1,626.83
01-00-3310	GEN FRANCHISE FEES	60,000.00	3,873.34	6,834.04	11.39	53,165.96
01-00-3312	GEN BPW REVENUE PAYMENT	116,000.00	10,152.68	34,914.31	30.10	81,085.69
01-00-3314	GEN ST LIC AND CITY FINES	4,000.00	10.00	1,130.00	28.25	2,870.00
01-00-3325	GEN TICKET SALES	45,000.00		140.00	.31	44,860.00
01-00-3326	GEN CONCESSIONS	12,000.00				12,000.00
01-00-3327	GEN LESSONS	6,200.00				6,200.00
01-00-3331	GEN REIM WEST WATERLINE	28,000.00	13,282.08	13,282.08	47.44	14,717.92
01-00-3332	GEN SALE OF MUNI PROPERTY		6,250.50	6,326.75		6,326.75-
01-00-3335	GEN CITY SALES TAX	350,000.00	34,994.61	138,725.43	39.64	211,274.57
01-00-3340	GEN INTEREST	500.00	63.99	249.12	49.82	250.88
01-00-3342	GEN PROGRAM & USE FEES	7,000.00	1,230.00	2,880.00	41.14	4,120.00
01-00-3350	GEN MFO	12,382.63		6,416.32	51.82	5,966.31
01-00-3351	GEN PROPERTY TAXES	561,230.45	48,573.97	84,378.31	15.03	476,852.14
01-00-3352	GEN MTR VEHICLE TAXES	71,000.00	7,696.48	25,381.77	35.75	45,618.23
01-00-3359	GEN CO TREAS OTHER	100.00				100.00
01-00-3360	GEN MISC REVENUES	140.00	603.27	2,056.42	1,468.87	1,916.42-
01-00-3361	FIRE PROPERTY TAXES	44,919.44	3,905.46	6,784.21	15.10	38,135.23
01-00-3363	FIRE MTR VEHICLE PRORATE	150.00		14.22	9.48	135.78
01-00-3368	FIRE OTHER STATE	2,050.00				2,050.00
01-00-3369	FIRE CO TREAS OTHER	10.00				10.00
	DIFFERENCE	1,909,821.77	131,673.38	377,850.17	19.78	1,531,971.60
	PROOF	1,909,821.77	131,673.38	377,850.17	19.78	1,531,971.60

BUDGET REPORT
CALENDAR 1/2019, FISCAL 4/2018

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
03-00-3201	STREET HIGHWAY ALLOCATION	416,022.00	31,724.38	134,081.31	32.23	281,940.69
03-00-3202	STREET STATE MOTOR VEHICLE FEE	29,000.00	6,816.25	14,983.23	51.67	14,016.77
03-00-3206	INCENTIVE PAYMENT	4,000.00				4,000.00
03-00-3306	STREET REIM/REFUNDS			500.00		500.00-
03-00-3335	STREET CITY SALES TAX	50,000.00	3,810.89	22,633.56	45.27	27,366.44
	DIFFERENCE	499,022.00	42,351.52	172,198.10	34.51	326,823.90
	PROOF	499,022.00	42,351.52	172,198.10	34.51	326,823.90

BUDGET REPORT
CALENDAR 1/2019, FISCAL 4/2018

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
04-00-3321	PAVING WATER SEWER	.00	.00	.00	.00	.00
04-00-3331	BOND ISSUE	.00	.00	.00	.00	.00
04-00-3360	MISC REVENUES	.00	.00	.00	.00	.00
04-00-3999	TRANSFERS IN	.00	.00	62,725.20	.00	62,725.20-
	DIFFERENCE	.00	.00	62,725.20	.00	62,725.20-
	PROOF	.00	.00	62,725.20	.00	62,725.20-

AGENDA ITEM NO. 25

Budget Reports Submitted by City Treasurer
Expenditures by Department

BUDGET REPORT
CALENDAR 1/2019, FISCAL 4/2018

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-00-4101	GEN SALARIES	147,165.00	12,017.50	47,704.88	32.42	99,460.12
01-00-4102	GEN HEALTH INSURANCE	40,392.00	4,988.12	11,893.58	29.45	28,498.42
01-00-4103	GEN LIFE INSURANCE	1,200.00	91.03	355.81	29.65	844.19
01-00-4104	GEN PENSION PLAN	5,700.00	466.86	2,331.44	40.90	3,368.56
01-00-4105	GEN WORKMEN COMP	2,000.00		2,407.66	120.38	407.66-
01-00-4108	GEN FLEX SPENDING PLAN	927.00	77.25	309.00	33.33	618.00
01-00-4111	GEN FICA MATCH	11,258.12	896.04	3,560.06	31.62	7,698.06
01-00-4201	GEN LEGAL EXPENSES	24,000.00		5,223.82	21.77	18,776.18
01-00-4202	GEN UTILITIES	11,000.00	939.85	3,533.73	32.12	7,466.27
01-00-4203	GEN INSURANCE	8,500.00		10,761.73	126.61	2,261.73-
01-00-4204	GEN MEMBERSHIPS/SUBSCRIP	8,400.00	10.00	265.00	3.15	8,135.00
01-00-4205	GEN MEETING EXPENSES	4,000.00				4,000.00
01-00-4206	GEN SERVICES	45,500.00	17,301.56	31,870.63	70.05	13,629.37
01-00-4208	GEN BLDG & GROUNDS MAINT	3,000.00		701.04	23.37	2,298.96
01-00-4209	GEN EQUIP & EQUIP MAINT	10,000.00	85.30	1,981.42	19.81	8,018.58
01-00-4217	GEN ECONOMIC DEVELOP	7,000.00	7,000.00	7,000.00	100.00	
01-00-4218	GEN STATUTES & REFERENCE	200.00				200.00
01-00-4223	GEN TREE PROGRAM	4,500.00		19.96	.44	4,480.04
01-00-4230	GEN SALES TAX	200.00	60.61	60.61	30.31	139.39
01-00-4245	GEN ST LIC AND CITY FINES	4,000.00				4,000.00
01-00-4250	GEN SUPPLIES/MATERIALS	6,500.00	948.11	2,780.01	42.77	3,719.99
01-00-4299	GEN MISC EXPENSES	500.00	32.50	282.60	56.52	217.40
01-00-4400	GEN CAPITAL OUTLAYS	7,000.00				7,000.00
01-00-4800	GEN GRANT & SPECIAL PROJECTS	33,000.00	1,793.50	5,044.43	15.29	27,955.57
01-00-4810	HOUSING PROGRAMS	200,000.00		36,479.00	18.24	163,521.00
01-00-4900	COMPREHENSIVE PLAN UPDATE/HOUS	18,000.00	1,148.75	11,060.71	61.45	6,939.29
	DIFFERENCE	603,942.12	47,856.98	185,627.12	30.74	418,315.00
	PROOF	603,942.12	47,856.98	185,627.12	30.74	418,315.00

BUDGET REPORT
CALENDAR 1/2019, FISCAL 4/2018

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-02-4206	POLICE SERVICES	340,000.00	27,500.00	107,249.99	31.54	232,750.01
	DIFFERENCE	340,000.00	27,500.00	107,249.99	31.54	232,750.01
	PROOF	340,000.00	27,500.00	107,249.99	31.54	232,750.01

BUDGET REPORT
CALENDAR 1/2019, FISCAL 4/2018

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-05-4101	FIRE DEPT SALARIES	6,000.00	500.00	2,000.00	33.33	4,000.00
01-05-4103	FIRE DEPT LIFE INS	1,800.00	183.28	683.43	37.97	1,116.57
01-05-4105	FIRE DEPT WORKMEN COMP	3,200.00		1,041.03	32.53	2,158.97
01-05-4111	FIRE DEPT FICA MATCH	460.00	38.25	153.00	33.26	307.00
01-05-4202	FIRE DEPT UTILITIES	7,500.00	933.96	2,663.81	35.52	4,836.19
01-05-4203	FIRE DEPT INSURANCE	6,800.00		6,350.44	93.39	449.56
01-05-4204	FIRE DEPT MEMBERS/SUB/RECOG	2,500.00				2,500.00
01-05-4205	FIRE DEPT MEETINGS/TRAININGS	1,750.00				1,750.00
01-05-4206	FIRE DEPT SERVICES	860.00	50.00	200.00	23.26	660.00
01-05-4208	FIRE DEPT BLDG & GROUNDS	3,000.00		171.69	5.72	2,828.31
01-05-4209	FIRE DEPT EQUIP/MAINT	10,000.00	52.99	412.19	4.12	9,587.81
01-05-4222	FIRE DEPT CHIEF EXPENSES	1,050.00				1,050.00
01-05-4250	FIRE DEPT SUPPLIES	2,200.00	97.59	138.31	6.29	2,061.69
01-05-4801	BUNKER GEAR/SCBA	16,000.00		1,008.82	6.31	14,991.18
01-05-4802	FIRE HOSE	4,000.00				4,000.00
01-05-4999	FIRE DEPT TRANSFERS OUT	25,000.00				25,000.00
	DIFFERENCE	92,120.00	1,856.07	14,822.72	16.09	77,297.28
	PROOF	92,120.00	1,856.07	14,822.72	16.09	77,297.28

BUDGET REPORT
CALENDAR 1/2019, FISCAL 4/2018

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-07-4101	PARKS SALARIES	25,000.00		2,403.00	9.61	22,597.00
01-07-4105	PARKS WORKMEN COMP	3,200.00		3,376.15	105.50	176.15-
01-07-4111	PARKS FICA MATCH	1,912.50		183.82	9.61	1,728.68
01-07-4202	PARKS UTILITIES	25,000.00	760.07	5,859.41	23.44	19,140.59
01-07-4203	PARKS INSURANCE	4,300.00		4,253.53	98.92	46.47
01-07-4206	PARKS SERVICES	3,000.00		550.00	18.33	2,450.00
01-07-4208	PARKS BLDG & GROUNDS MAIN	16,000.00		3,597.40	22.48	12,402.60
01-07-4209	PARKS EQUIP & MAINT	4,000.00		342.55	8.56	3,657.45
01-07-4230	PARKS SALES TAX/LODGING	700.00	726.68	726.68	103.81	26.68-
01-07-4250	PARKS SUPPLIES & EQUIP	12,000.00	572.87	3,468.56	28.90	8,531.44
01-07-4299	PARKS MISC EXPENSES	500.00		1,100.60	220.12	600.60-
01-07-4400	CAPITAL OUTLAYS	18,000.00		4,704.00	26.13	13,296.00
	DIFFERENCE	113,612.50	2,059.62	30,565.70	26.90	83,046.80
	PROOF	113,612.50	2,059.62	30,565.70	26.90	83,046.80

BUDGET REPORT
CALENDAR 1/2019, FISCAL 4/2018

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-09-4202	SR CENTER UTILITIES	8,000.00	688.42	2,397.02	29.96	5,602.98
01-09-4203	SR CENTER INSURANCE	300.00	470.00	470.00	156.67	170.00-
01-09-4206	SR CENTER SERVICES	2,500.00	190.00	760.00	30.40	1,740.00
01-09-4208	SR CENTER BLDG & GROUNDS	6,000.00		459.65	7.66	5,540.35
01-09-4209	SR CENTER EQUIP & MAINT	2,000.00		445.00	22.25	1,555.00
01-09-4250	SR CENTER SUPPLIES/MATER	300.00				300.00
	DIFFERENCE	19,100.00	1,348.42	4,531.67	23.73	14,568.33
	PROOF	19,100.00	1,348.42	4,531.67	23.73	14,568.33

BUDGET REPORT
CALENDAR 1/2019, FISCAL 4/2018

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-51-4101	LIBRARY SALARIES	80,600.00	6,219.07	26,227.79	32.54	54,372.21
01-51-4102	LIBRARY HEALTH INSURANCE	11,721.60	1,606.22	3,862.42	32.95	7,859.18
01-51-4103	LIBRARY LIFE INSURANCE	350.00	29.59	119.78	34.22	230.22
01-51-4104	LIBRARY PENSION PLAN	3,300.00	270.10	1,065.63	32.29	2,234.37
01-51-4105	LIBRARY WORKMEN COMP	230.00	.00	.00	.00	230.00
01-51-4106	LIBRARY UNEMPLOYMENT	.00	.00	.00	.00	.00
01-51-4108	LIBRARY FLEX SPENDING	.00	.00	.00	.00	.00
01-51-4111	LIBRARY FICA MATCH	6,170.00	467.51	1,973.45	31.98	4,196.55
01-51-4201	LIBRARY LEGAL	.00	.00	.00	.00	.00
01-51-4202	LIBRARY UTILITIES	11,000.00	1,143.92	3,428.87	31.17	7,571.13
01-51-4203	LIBRARY INSURANCE	4,200.00	.00	4,118.66	98.06	81.34
01-51-4204	LIBRARY MEMBERSHIPS/SUB	2,000.00	85.00	1,334.61	66.73	665.39
01-51-4205	LIBRARY MEETING EXPENSES	400.00	.00	.00	.00	400.00
01-51-4206	LIBRARY SERVICES	10,000.00	1,696.04	3,467.32	34.67	6,532.68
01-51-4208	LIBRARY BLDG & GROUNDS	6,000.00	178.48	178.48	2.97	5,821.52
01-51-4209	LIBRARY EQUIP & MAINT	5,000.00	.00	1,579.89	31.60	3,420.11
01-51-4228	LIBRARY BOOKS/AVS	20,000.00	1,745.19	7,533.19	37.67	12,466.81
01-51-4230	LIBRARY SALES TAX	60.00	21.25	21.25	35.42	38.75
01-51-4240	LIBRARY REIM/REFUNDS	.00	.00	.00	.00	.00
01-51-4250	LIBRARY SUPPLIES/MATERIALS	6,000.00	189.39	1,283.01	21.38	4,716.99
01-51-4299	LIBRARY MISC EXPENSES	500.00	.00	108.52	21.70	391.48
01-51-4400	LIBRARY CAPITAL OUTLAYS	.00	.00	.00	.00	.00
01-51-4800	LIBRARY GRANTS	.00	.00	.00	.00	.00
01-51-4999	LIBRARY TRANS OUT (LOAN)	.00	.00	.00	.00	.00
	DIFFERENCE	167,531.60	13,651.76	56,302.87	33.61	111,228.73
	PROOF	167,531.60	13,651.76	56,302.87	33.61	111,228.73

BUDGET REPORT
CALENDAR 1/2019, FISCAL 4/2018

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-52-4101	SWIM POOL SALARIES	67,000.00				67,000.00
01-52-4105	SWIM POOL WORKMEN COMP	4,500.00		1,493.08	33.18	3,006.92
01-52-4107	SWIM POOL TRAINING/CERTIFICATE	4,500.00				4,500.00
01-52-4111	SWIM POOL FICA MATCH	5,200.00				5,200.00
01-52-4202	SWIM POOL UTILITIES	13,000.00	747.89	5,887.88	45.29	7,112.12
01-52-4203	SWIM POOL INSURANCE	2,000.00		1,968.47	98.42	31.53
01-52-4206	SWIM POOL SERVICES	3,000.00				3,000.00
01-52-4208	SWIM POOL BLDG & GROUNDS	4,000.00	17.99	1,870.89	46.77	2,129.11
01-52-4209	SWIM POOL EQUIP & MAINT	5,000.00				5,000.00
01-52-4230	SWIM POOL SALES TAX	3,800.00	8.31	928.78	24.44	2,871.22
01-52-4250	SWIM POOL SUPPLIES/MATER	16,000.00		75.83	.47	15,924.17
01-52-4299	SWIM POOL MISC EXPENSES	500.00				500.00
01-52-4400	SWIM POOL CAPITAL OUTLAYS	11,000.00		15,078.62	137.08	4,078.62-
	DIFFERENCE	139,500.00	774.19	27,303.55	19.57	112,196.45
	PROOF	139,500.00	774.19	27,303.55	19.57	112,196.45

BUDGET REPORT
CALENDAR 1/2019, FISCAL 4/2018

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
03-00-4101	STREET SALARIES	140,000.00	10,660.11	45,189.80	32.28	94,810.20
03-00-4102	STREET HEALTH INSURANCE	22,840.00	2,636.46	6,607.17	28.93	16,232.83
03-00-4103	STREET LIFE INSURANCE	800.00	58.04	234.37	29.30	565.63
03-00-4104	STREET PENSION PLAN	5,000.00	531.34	1,740.63	34.81	3,259.37
03-00-4105	STREET WORKMEN COMP	6,000.00	.00	6,883.04	114.72	883.04-
03-00-4106	STREET UNEMPLOYMENT	.00	.00	.00	.00	.00
03-00-4108	STREET FLEX SPENDING PLAN	.00	.00	.00	.00	.00
03-00-4110	STREET OTHER PERSONAL EX	.00	.00	.00	.00	.00
03-00-4111	STREET FICA MATCH	10,710.00	810.27	3,436.15	32.08	7,273.85
03-00-4201	STREET LEGAL EXPENSES	.00	.00	.00	.00	.00
03-00-4202	STREET UTILITIES	8,000.00	1,147.48	2,917.77	36.47	5,082.23
03-00-4203	STREET INSURANCE	6,200.00	.00	5,967.06	96.24	232.94
03-00-4204	STREET MEMBERSHIPS/SUBS	.00	.00	.00	.00	.00
03-00-4205	STREET MEETING EXPENSES	.00	.00	.00	.00	.00
03-00-4206	STREET SERVICES	5,000.00	4,000.00	4,260.00	85.20	740.00
03-00-4208	STREET BLDG & GR MAINT	500.00	.00	.00	.00	500.00
03-00-4219	STREET ROAD MAINT BY OTHER	.00	.00	.00	.00	.00
03-00-4220	STREET SNOW REMOVAL OTH	4,000.00	.00	.00	.00	4,000.00
03-00-4230	STREET SALES TAX	.00	.00	.00	.00	.00
03-00-4231	STREET ROAD EQUIP PARTS	11,000.00	3,330.29	8,812.69	80.12	2,187.31
03-00-4232	STREET ROAD EQUIP LABOR	4,000.00	1,160.96	3,455.34	86.38	544.66
03-00-4233	STREET FREIGHT & EXPRESS	.00	.00	.00	.00	.00
03-00-4234	STREET OTHER EQUIP REPAIRS	.00	.00	.00	.00	.00
03-00-4240	STREET REIM MEALS/REFUNDS	200.00	.00	.00	.00	200.00
03-00-4250	STREET SUPPLIES	.00	.00	436.36	.00	436.36-
03-00-4251	STREET POSTAGE	.00	.00	.00	.00	.00
03-00-4252	STREET OFFICE SUPPLIES	.00	.00	.00	.00	.00
03-00-4254	STREET CLEANING SUPPLIES	.00	.00	.00	.00	.00
03-00-4256	STREET CHEMICAL SUPPLIES	3,500.00	.00	15.99	.46	3,484.01
03-00-4257	STREET MEDICAL SUPPLIES	.00	.00	.00	.00	.00
03-00-4258	STREET SHOP SUPPLIES	2,100.00	801.44	1,532.61	72.98	567.39
03-00-4259	STREET SHOP TOOLS	1,000.00	114.98	114.98	11.50	885.02
03-00-4260	STREET SMALL TOOLS	.00	.00	.00	.00	.00
03-00-4265	STREET PLUMBING SUPPLIES	.00	.00	.00	.00	.00
03-00-4271	STREET GASOLINE	15,000.00	1,127.04	5,038.30	33.59	9,961.70
03-00-4272	STREET OIL/GREASE/ETC	1,500.00	84.44	132.12	8.81	1,367.88
03-00-4273	STREET TIRES & TIRE REPAIR	3,000.00	20.00	325.36	10.85	2,674.64
03-00-4274	STREET ASPHALTIC MATERIALS	10,000.00	.00	3,230.35	32.30	6,769.65
03-00-4275	STREET GRAVEL & BORROW	6,000.00	1,352.88	2,600.56	43.34	3,399.44
03-00-4276	STREET SNOW/SAFETY FENCE	.00	.00	.00	.00	.00
03-00-4277	STREET CONCRETE	10,000.00	.00	.00	.00	10,000.00
03-00-4278	STREET CULVERTS	500.00	.00	.00	.00	500.00
03-00-4279	STREET STEEL PRODUCTS	200.00	.00	.00	.00	200.00
03-00-4280	STREET LUMBER	100.00	.00	.00	.00	100.00
03-00-4283	STREET SIGNS	600.00	.00	110.54	18.42	489.46
03-00-4284	STREET SIGN POSTS	.00	.00	.00	.00	.00
03-00-4285	STREET GUIDE POSTS & DELIN	.00	.00	.00	.00	.00
03-00-4286	STREET SIGNALS	.00	.00	.00	.00	.00
03-00-4287	STREET PAVEMENT MARKING	1,500.00	.00	.00	.00	1,500.00
03-00-4288	STREET FLARES/FLAGS/BARRI	100.00	.00	.00	.00	100.00
03-00-4289	STREET SAFETY PROGRAM	350.00	41.88	669.64	191.33	319.64-

BUDGET REPORT
CALENDAR 1/2019, FISCAL 4/2018

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
03-00-4290	STREET EQUIP/LAND RENTAL	6,000.00	500.00	2,000.00	33.33	4,000.00
03-00-4299	STREET MISC SUPPLIES & MAT	500.00	95.89	138.01	27.60	361.99
03-00-4300	STREET CAPITAL IMPROVE.	50,000.00	.00	.00	.00	50,000.00
03-00-4400	STREET CAPITAL OUTLAYS	88,500.00	12,894.08	12,894.08	14.57	75,605.92
03-00-4500	STREET DEBT SERV PRINC	.00	.00	.00	.00	.00
03-00-4600	STREET DEBT SERV INTEREST	.00	.00	.00	.00	.00
03-00-4700	STREET ASH BORE	200,000.00	.00	.00	.00	200,000.00
03-00-4999	TRANSFER OUT	.00	.00	62,725.20	.00	62,725.20-
		=====	=====	=====	=====	=====
	DIFFERENCE	624,700.00	41,367.58	181,468.12	29.05	443,231.88
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	624,700.00	41,367.58	181,468.12	29.05	443,231.88
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 1/2019, FISCAL 4/2018

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
04-00-4206	STREET IMPROVEMENT SERVICES	45.00		30.00	66.67	15.00
04-00-4299	STREET IMPROVEMENT MISC			1,932.70		1,932.70-
04-00-4500	ST IMPROVE DEBT SERV PRINCIPAL	60,000.00		60,000.00	100.00	
04-00-4600	ST IMPROVE DEBT SERV INTEREST	2,250.00		762.50	33.89	1,487.50
	DIFFERENCE	62,295.00		62,725.20	100.69	430.20-
	PROOF	62,295.00		62,725.20	100.69	430.20-

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

FOR THE MONTH OF JANUARY 2019

Total Number of Calls within the City of Auburn	111
Total Number of Ordinance/Animal Calls	6
Total Number of Actual Criminal Cases Reported/Initiated	9

Respectfully submitted,



Brent Lottman
Sheriff

City of Auburn
TIF Activity
Report Date 1-31-19

Date	Description	Account Activity	Auburn 1	Auburn 1 Project #2 SE Corner	Terrace Heights I	Terrace Heights II	Auburn Bowling Center I	Auburn Bowling Center II	Hemmingsen Funeral Home	Northwest Sanitary Sewer	West Project	Orscheln
5/31/2018	Balance	\$ 1,035,507.91	\$ 863,557.96	\$ 78,591.86	\$ 51,617.79	\$ -			\$ 29,083.59		\$ 11,732.08	\$ 924.63
6/15/2018	Co Collections	\$ 24,716.78	\$ 12,600.34	\$ 3,011.09			\$ 6,339.49				\$ 2,765.86	
6/15/2018	Co. Collections Trans	\$ (924.63)	\$ 6,339.49				\$ (6,339.49)					
6/30/2018	Orscheln TIF	\$ (14,499.23)										
6/30/2018	Interest on Account	\$ 129.29	\$ 107.31	\$ 10.34	\$ 6.47				\$ 3.88		\$ 1.29	
6/30/2018	Trans to City	\$ (15.47)	\$ (15.47)								\$ (14,499.23)	
7/11/2018	Auburn Newspapers	\$ 8,395.48	\$ 7,790.17	\$ 546.18	\$ 10.01	\$ 10.95	\$ 3.88		\$ 5.88		\$ 16.23	\$ 12.18
7/12/2018	Co. Collections Trans	\$ (15.47)	\$ 3.88		\$ 10.95	\$ (10.95)	\$ (3.88)					
7/12/2018	Co. Collections Phase 12	\$ (6,750.00)	\$ (6,750.00)									
7/12/2018	D. Lunzmann Phase 13	\$ (2,843.10)	\$ (2,843.10)									
7/12/2018	Auburn Public Schools	\$ (3,360.00)	\$ (3,360.00)									
7/12/2018	Holly Siske	\$ (960.00)	\$ (960.00)									
7/25/2018	Ruth Heywood P-12	\$ (6,925.00)	\$ (6,925.00)									
7/25/2018	Ruth Heywood P-12	\$ (800.00)	\$ (800.00)									
7/25/2018	Ruth Heywood P-13	\$ (8,612.50)	\$ (8,612.50)									
7/31/2018	Interest on Account	\$ 133.23	\$ 111.91	\$ 10.66	\$ 6.66				\$ 4.00			
8/7/2018	Zapus Consulting	\$ (3,030.00)	\$ (3,030.00)									
8/7/2018	Robert Engles	\$ (4,000.00)	\$ (4,000.00)									
8/7/2018	Tiny Tois/Schmidt	\$ (2,020.00)	\$ (2,020.00)									
8/9/2018	Co. Collections	\$ 10,748.44	\$ 3,688.58	\$ 7,059.86								
8/13/2018	C & W	\$ (4,105.50)	\$ (4,105.50)									
8/31/2018	Interest on Account	\$ 130.32	\$ 108.16	\$ 11.73	\$ 6.52							
9/14/2018	Co. Collections	\$ 74,949.04	\$ 35,475.75	\$ 2,128.79	\$ 8,173.32	\$ 8,942.78			\$ 3.91		\$ 10,627.22	
9/30/2018	Co. Collections Trans	\$ 131.10	\$ 106.19	\$ 10.49	\$ 7.87				\$ 5.24		\$ 1.31	
10/11/2018	Cline Williams	\$ (1,455.10)	\$ (1,455.10)									
10/11/2018	Auburn Newspapers	\$ (426.75)	\$ (426.75)									
10/11/2018	Reim City Blight Study	\$ (4,725.00)	\$ (4,725.00)									
10/12/2018	Co. Collections	\$ 10,630.15	\$ 8,300.41	\$ 301.59	\$ 5.23	\$ 5.72	\$ 2.03		\$ 3.07		\$ 2,005.74	\$ 6.36
10/12/2018	Co. Collections Trans	\$ 2.03	\$ 2.03		\$ 5.72	\$ (5.72)	\$ (2.03)					
10/31/2018	Interest on Account	\$ 140.44	\$ 113.76	\$ 11.23	\$ 8.43				\$ 5.62		\$ 1.40	
11/5/2018	Stutheit International	\$ (1,201.00)	\$ (1,201.00)									
11/9/2018	Co Collections	\$ 3,413.06	\$ 2,533.19	\$ 254.32								
11/15/2018	JEO (Blight Study)	\$ (525.00)	\$ (525.00)									
11/29/2018	FAST Global	\$ (500,000.00)	\$ (500,000.00)									
11/30/2018	Interest on Account	\$ 135.97	\$ 88.38	\$ 20.39	\$ 16.32				\$ 8.16		\$ 2.72	
12/17/2018	Co Collections	\$ 3,172.16	\$ 3,172.16									
12/19/2018	Cline Williams	\$ (400.00)	\$ (400.00)									
12/27/2018	Stutheit International	\$ (433.60)	\$ (433.60)									
12/31/2018	Interest on Account	\$ 95.38	\$ 62.00	\$ 14.31	\$ 10.49				\$ 6.67		\$ 1.91	
12/31/2018	Trans to City	\$ (13,282.08)									\$ (13,282.08)	
1/11/2019	Co Collections	\$ 42,029.60	\$ 37,420.20	\$ 4,609.40								
1/31/2019	Interest on Account	\$ 79.12	\$ 53.80	\$ 11.87	\$ 8.70				\$ 4.75			
1/31/2019	Balance	\$ 633,243.51	\$ 429,047.65	\$ 96,604.11	\$ 68,837.26	\$ -	\$ -	\$ -	\$ 38,735.95		\$ -	\$ 18.54