

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.
APRIL 8, 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** – Arbor Day Proclamation (April 26th).

10. **RESOLUTION** – Nemaha County LEOP Update (Local Emergency Operations Plan).

11. **CDBG #18-HO-36067/Owner Occupied Rehabilitation Project** – Approve Special Condition Documents –

- Procurement Procedures; Four Factor Analysis and LEP; Fair Housing Letter; Program Guidelines; Excessive Force Certification; Admin Cert.; Program Income Reuse Plan; CDBG Grantee Information Sheet; Financial Management Certification; Authorization to Request Funds.

12. **CONSIDERATION of** General Admin Contract for Downtown Revitalization Project with SENDD.

13. **CONSIDERATION of** Construction Management Contract for Downtown Revitalization Project with SENDD.

14. **CONSIDERATION of** Reuse Housing Development Project at 25th & P.

15. **HOUSING PROGRAM REHABILITATION GRANT** – Lavigne Construction Inc. for house at 702 14th Street, pursuant to the recommendation of the Housing Committee.

16. **MOTION** to approve seasonal employment – 2019 Summer seasonal employment for the Parks and Swimming Pool.
17. **REPORTS/RECOMMENDATIONS** - - From Dept. Heads.
 - a. Street Department
 - b. Fire Department
 - c. Library
 - d. Treasurer
 - e. Airport Report
18. **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. Housing
 - i. Other Committees & Reports
19. **ADJOURNMENT.**

AGENDA ITEM

NO

5

Auburn, Nebraska
March 11, 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 March 11, 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 March 8, 2019. Mayor Dan White presided over the meeting. The City Clerk of the City of Auburn, Nemaha County, Nebraska, recorded the proceedings.

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

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".

Tonia Grenier with the Auburn Chamber of Commerce reported that Auburn was named the Midwest Messenger Rural Community of the Year.

Council Member Jeanneret moved to dispense with the reading of the February 11, 2019 meeting's minutes and to approve the same as written. The foregoing motion was seconded by Council Member Tom Clark and upon roll call vote, the following Council Members voted "YEA": Shawn Clark, Tom Clark, 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, Billings, and Shawn Clark. The following voted "NAY": No one. Motion: Carried.

The following February claims were presented before the Council for ratification: AFLAC, Wh-73.80; American Recycling & Sanitation, Se-38.50; Baird Holm LLP, CRA Se-5,000.00; Black Hills, Ut-802.72; Blue Cross-Blue Shield, Ins-4,695.93; Jim Flaherty, Housing Program-5,000.00; Mid-American Benefits Inc., Ins-51.25; Reditech, Se-211.00; Region V-SENDS, Se-375.00; The Standard, Ins-351.29; Time Warner Cable, Se-640.40; Verizon Wireless, Se-49.19; Windstream, Ut-140.62. The following claims (not previously approved by motion or resolution) were presented: Amazon, Bk-AV-414.57; American Library Association, Mem-175.00; Angelo Ligouri, Se-7,765.58; Auburn Memorial Library Petty Cash, Su-64.70; Auburn Newspapers, Se-260.60; Auto Air & Repair, Su-Se-2,026.77; Baker & Taylor, Bk-468.84; Beard's Salvage Inc., Su-62.00; Blackstone Publishing, Bk-AV-359.27; Boo Inc. dba Bobcat of Omaha, Su-281.31; Bradley Electric, Su-Se-5,295.16; Bulldog Auto Supply Inc., Su-92.14; Capital Business Systems, Su-Se-220.41; Concrete Industries Inc., Su-1,123.20; Demco, Su-331.65; DHHS, Pool Permits-80.00; Eakes Office Solutions, Su-376.31; Eggers Brothers Inc., Su-195.98; Filter Care, Se-16.50; First National Bank Omaha, Card Transactions-526.47; Gale/Cengage Learning, Bk-AV-42.23; Gilbert Services, Su-Se-965.46; Heiman Fire Equipment, Se-150.00; Lotter Tree Service LLC, Se-1,250.00; Lynch's Hardware & Gifts, Su-219.55; Mellage Truck & Tractor, Su-Se-67.42; Menards, Su-137.60; Meyer Laboratory Inc., Su-56.73; Midwest Service and Sales Co., Su-28.12; NE Dept of Transportation, Se-4,070.00; Nebraska Snow Equipment, Su-Se-1,714.79; Nebraska Supreme Court, Ref-145.55; Nemaha County Clerk, Fe-10.00; Nemaha County Leadership, Public Art-5,000.00; OCLC Inc., Sub-60.18; Petty Cash, Su-Se-17.22; Reditech, Se-101.25; Ricoh USA Inc., Su-36.10; Sack Lumber Co., Su-17.78; The Penworthy Co., Bk-AV-210.73; USPS, Su-110.00; Verizon Wireless, Se-80.02; Windstream, Ut-124.94; Wex Bank, Su-2,712.41.

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

A request was made to allow 3 people to attend the Tree City USA award ceremony in April. Council Member Erickson moved to allow attendance as requested; Seconded by Council Member Janssen and upon roll call vote, the following Council Members voted "YEA": Janssen, Jeanneret, Billings, Shawn Clark, Tom Clark, and Erickson. The following voted "NAY": No one. Motion: Carried.

It was reported that Agenda Item No. 9 to consider housing program rehabilitation funding had been removed from the agenda.

Discussion was held regarding the Nebraska CLG grant application associated with historic preservation. Following discussion, Council Member Tom Clark moved to approve the Nebraska CLG Grant Application Fiscal Year 2019-2020 and funding not to exceed \$3,000. The foregoing motion was seconded by Council Member Erickson and upon roll call vote, the following Council Members voted "YEA": Jeanneret, Billings, Shawn Clark, Tom Clark, Erickson, and Janssen. The following voted "NAY": No one. Motion: Carried.

Public hearing was held to obtain public comment prior to consideration of a proposed recommendation from the City Planning Commission for an amendment/change the width of city street "G" Street, south of 17th Street from 80 feet to 70 feet, for approximately the distance of one/half a block. There was no opposition given. After allowing time for public comment, the public hearing was closed. Proposed Ordinance No. 1-19, vacating a ten foot portion of "G" Street located south of 17th Street, between Lot 6, Block 4 and Lot 1, Block 3, Highland Fourth Addition was presented for consideration. The Mayor announced that the introduction of the proposed Ordinance was in order.

ORDINANCE NO. 1-19

Vacating a portion of "G" Street South of 17th Street
(Note: Approved by Suspension of Rules)

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

Council Member Erickson moved to allow ESU 4 to use the city streets as requested for their community 5K. 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, Shawn Clark, and Tom Clark. The following voted "NAY": No one. Motion: Carried.

Council Member Janssen moved to request for temporary use of Highway 75 and US Highway 136 for the Nemaha County parade by the passage and adoption of Resolution No. 9-19. The foregoing motion was seconded by Council Member Tom Clark and upon roll call vote, the following Council Members voted "YEA": Janssen, Jeanneret, Billings, Shawn Clark, 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. 9-19
Of
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION ACKNOWLEDGING THAT THE CITY ACCEPTS THE DUTIES SET OUT IN NEB. REV. STAT. §39-1359(2), FOR THE TEMPORARY USE OF THE STATE HIGHWAYS, US HWY 75 AND US HWY 136, BY THE CITY FOR THE HOLDING OF A SPECIAL EVENT DESIGNATED BY THE CITY.

WHEREAS, The City of Auburn is requesting temporary use of US HWY 75 between 14th Street and 9th Street and US HWY 136 between H Street and K Street for a parade on Friday, July 12, 2019 (with a rain-date of Saturday, July 13, 2019), from 5:45 p.m. until 7:15 p.m., in conjunction with the Nemaha County Fair;

WHEREAS, Pursuant to Nebraska Law, the Auburn City Council must formally acknowledge acceptance of the duties set out in NEB. REV. STAT. §39-1359(2) for a special event permit with the Nebraska Department of Roads (NDOR);

WHEREAS, The Auburn City Council is aware of the duties and obligations set upon the City in Neb. Rev. Stat. §39-1359(2) and formally accepts the same herein;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Auburn, Nebraska, that the City shall have the legal duty to protect highway property from any damage that may occur arising out of the parade scheduled for Friday, July 12, 2019 (with a rain-date of Saturday, July 13, 2019); and the State of Nebraska shall not have any such duty during the time the City of Auburn is in control of the Highways as specified in the notice provided pursuant to NEB. REV. STAT. §39-1359(3);

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Auburn, Nebraska, that upon a claim being made against the State of Nebraska, the City shall indemnify, defend, and hold harmless the State of Nebraska from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, which may arise as a result of the City's special event permit with the NDOR for July 12, 2019 (with a rain-date of July 13, 2019).

Council Member Billings moved to allow funding assistance to Blue Rivers Area Agency on Aging in the amount of \$1,500; Seconded by Council Member Janssen and upon roll call vote, the following Council Members voted "YEA": Jeanneret, Billings, Shawn Clark, Tom Clark, Erickson, and Janssen. The following voted "NAY": No one. Motion: Carried.

Council Member Erickson moved to approve authorization of the preparation of a blighted and substandard area study and submission of such study upon its completion to the Planning Commission for its consideration pursuant to section 18-2109(2) of the Nebraska Community Development Law by the passage and adoption of Resolution No. 10-19. The foregoing motion was seconded by Council Member Jeanneret, and upon roll call vote, the following Council Members voted "YEA": Billings, Shawn Clark, Tom Clark, Erickson, Janssen, and Jeanneret. The following voted "NAY": No one. Motion: Carried. A true and correct copy of said resolution is as follows:

RESOLUTION NO. 10-19

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
AUBURN, NEBRASKA, CAUSING TO BE PREPARED A BLIGHT AND
SUBSTANDARD AREA DESIGNATION STUDY AND SUBMITTING SUCH
STUDY TO THE PLANNING COMMISSION FOR THE CITY OF AUBURN,
NEBRASKA, FOR CONSIDERATION AND POSSIBLE RECOMMENDATION

WHEREAS, pursuant to Nebraska Revised Statutes section 18-2109(2), the Mayor and Council of the City of Auburn, Nebraska (the "Council"), may prepare or cause to be prepared a study addressing whether certain areas within the City of Auburn, Nebraska (the "City") are substandard and blighted (the "Blight Study"); and

WHEREAS, the Council wishes to authorize and cause the preparation of such Blight Study with respect to the City; and

WHEREAS, upon completion of the Blight Study, the Council wishes to submit the Blight Study to the Planning Commission of the City of Auburn, Nebraska (the "Planning Commission") for its consideration and possible recommendation with respect to designation of the areas therein as blighted and substandard and in need of redevelopment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF AUBURN, NEBRASKA:

Section 1. Pursuant to Nebraska Revised Statutes section 18-2109(2), the Council authorizes the preparation of a Blight Study, and upon completion, submits the Blight Study to the Planning Commission to determine whether the areas of the City detailed therein are substandard and blighted and in need of redevelopment under the Nebraska Community Development Law.

No action was taken on Agenda Item No. 16 regarding certain residential real estate (709 M Street and 1118 17th Street).

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 February, 2019 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": Shawn Clark, Tom Clark, Erickson, Janssen, Jeanneret, and Billings. 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 March 11, 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

City Council Proceedings
March 11, 2019

AGENDA ITEM
NO 5

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 March 11, 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: Billings, Shawn Clark, Tom Clark, Erickson, Janssen, and Jeanneret. Absent: No one.

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".

Tonia Greiner with the Auburn Chamber of Commerce reported that Auburn was named the Midwest Messenger Rural Community of the Year.

The City Council approved the February 11, 2019 meeting's minutes as written.

The City Council approved the financial report.

The following February claims were presented before the Council for ratification: AFLAC, Wh-73.80; American Recycling & Sanitation, Se-38.50; Baird Holm LLP, CRA Se-5,000.00; Black Hills, Ut-802.72; Blue Cross-Blue Shield, Ins-4,695.93; Jim Flaherty, Housing Program-5,000.00; Mid-American Benefits Inc., Ins-51.25; Reditech, Se-211.00; Region V-SENDS, Se-375.00; The Standard, Ins-351.29; Time Warner Cable, Se-640.40; Verizon Wireless, Se-49.19; Windstream, Ut-140.62. The following claims (not previously approved by motion or resolution) were presented: Amazon, Bk-AV-414.57; American Library Association, Mem-175.00; Angelo Ligouri, Se-7,765.58; Auburn Memorial Library Petty Cash, Su-64.70; Auburn Newspapers, Se-260.60; Auto Air & Repair, Su-Se-2,026.77; Baker & Taylor, Bk-468.84; Beard's Salvage Inc., Su-62.00; Blackstone Publishing, Bk-AV-359.27; Boo Inc. dba Bobcat of Omaha, Su-281.31; Bradley Electric, Su-Se-5,295.16; Bulldog Auto Supply Inc., Su-92.14; Capital Business Systems, Su-Se-220.41; Concrete Industries Inc., Su-1,123.20; Demco, Su-331.65; DHHS, Pool Permits-80.00; Eakes Office Solutions, Su-376.31; Eggers Brothers Inc., Su-195.98; Filter Care, Se-16.50; First National Bank Omaha, Card Transactions-526.47; Gale/Cengage Learning, Bk-AV-42.23; Gilbert Services, Su-Se-965.46; Heiman Fire Equipment, Se-150.00; Lotter Tree Service LLC, Se-1,250.00; Lynch's Hardware & Gifts, Su-219.55; Mellage Truck & Tractor, Su-Se-67.42; Menards, Su-137.60; Meyer Laboratory Inc., Su-56.73; Midwest Service and Sales Co., Su-28.12; NE Dept of Transportation, Se-4,070.00; Nebraska Snow Equipment, Su-Se-1,714.79; Nebraska Supreme Court, Ref-145.55; Nemaha County Clerk, Fe-10.00; Nemaha County Leadership, Public Art-5,000.00; OCLC Inc., Sub-60.18; Petty Cash, Su-Se-17.22; Reditech, Se-101.25; Ricoh USA Inc., Su-36.10; Sack Lumber Co., Su-17.78; The Penworthy Co., Bk-AV-210.73; USPS, Su-110.00; Verizon Wireless, Se-80.02; Windstream, Ut-124.94; Wex Bank, Su-2,712.41.

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March 11, 2019
Page 2

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ESU 4 was given permission to use the city streets as requested for their community 5K.

The request for temporary use of Highway 75 and US Highway 136 for the Nemaha County parade was approved by the passage and adoption of Resolution No. 9-19.

The request from Blue Rivers Area Agency on Aging for funding assistance was approved in the amount of \$1,500.

The City Council approved authorization of the preparation of a blighted and substandard area study and submission of such study upon its completion to the Planning Commission for its consideration pursuant to section 18-2109(2) of the Nebraska Community Development Law by the passage and adoption of Resolution No. 10-19.

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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 February, 2019 was also provided.

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

Sherry Heskett
City Clerk

R. Daniel White
Mayor

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

TREASURER'S REPORT
CALENDAR 3/2019, FISCAL 6/2018

AGENDA ITEM
NO 6

ACCOUNT TITLE	LAST REPORT ON HAND	RECEIVED	DISBURSED	BALANCE
GENERAL CHECKING	310,755.92	173,530.40	75,305.00	408,981.32
STREET CHECKING	181,871.55	41,805.65	33,934.56	189,742.64
STREET BOND/WARRANT CHECKING		6,893.36		6,893.36
TOTAL CHECKING:	492,627.47	222,229.41	109,239.56	605,617.32
TOTAL FIRE DEPT SINKING	25,026.73	12.34	.00	25,039.07
TOTAL KENO RESERVE MMA:	26,558.70	811.08	.00	27,369.78
TOTAL KENO CHECKING	44,415.68	2,902.78	5,000.00	42,318.46
TOTAL CDBG CHECKING	8,845.50	.00	.00	8,845.50
TOTAL CDBG ED MMA:	41,864.41	7.11	.00	41,871.52
TOTAL CDBG DTR REUSE	113,953.90	1,769.99	.00	115,723.89
TOTAL CDBG HD SAVINGS:	67,438.44	829.79	.00	68,268.23
TOTAL CRA CHECKING	656,877.26	12,736.85	5,000.00	664,614.11
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:	1,635,643.41	241,299.35	119,239.56	1,757,703.20

AGENDA ITEM NO. 7

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

Sherry Heskett

**ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT**

VENDOR NAME	REFERENCE	AGENDA ITEM NO
<hr/>		
ACCOUNTS PAYABLE CLAIMS		7
<hr/>		
	GENERAL FUND	
AFLAC	AFLAC WH	73.80
AMERICAN RECYCLING SANITATION	GARBAGE SERVICE/RECYCLING	335.00
AUBURN BPW	ELEC	609.62
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	20.50
REDITECH	COMPUTER SERVICE	211.00
REGION V-SENDS	CUSTODIAL SERVICES	135.00
THE STANDARD	LIFE INSURANCE	90.41
TIME WARNER CABLE	PHONE ACCT	448.84
WINDSTREAM NEBRASKA INC	PHONE ACCT	16.22
		=====
		1,940.39
	POLICE DEPARTMENT	
NEMAHA COUNTY	LAW/CODE ENFORCEMENT	27,500.00
		=====
	POLICE DEPARTMENT	27,500.00
	FIRE DEPARTMENT	
BLACK HILLS ENERGY	GAS BILL	562.82
AUBURN BPW	ELEC	439.75
REGION V-SENDS	CLEANING SERVICE	50.00
THE STANDARD	LIFE INSURANCE	173.25
TIME WARNER CABLE	PHONE ACCT	99.33
		=====
	FIRE DEPARTMENT	1,325.15
	PARK DEPARTMENT	
AUBURN BPW	ELEC	695.07
		=====
	PARK DEPARTMENT	695.07
	SR. CENTER DEPARTMENT	
BLACK HILLS ENERGY	GAS BILL	39.17
AUBURN BPW	ELEC	823.30
REGION V-SENDS	CUSTODIAL SERVICES	190.00
		=====
	SR. CENTER DEPARTMENT	1,052.47
	LIBRARY DEPARTMENT	
AUBURN BPW	ELEC	1,380.12
LINDA BANTZ	CUSTODIAL SERVICES	400.00
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	10.25

ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL
THE STANDARD	LIFE INSURANCE	29.59
	LIBRARY DEPARTMENT	1,819.96
	POOL DEPARTMENT	
BLACK HILLS ENERGY	GAS BILL	15.33
AUBURN BPW	ELEC	754.02
TIME WARNER CABLE	PHONE ACCT	89.97
	POOL DEPARTMENT	859.32
	GENERAL FUND	35,192.36
	STREET FUND	
BLACK HILLS ENERGY	GAS BILL	141.82
AUBURN BPW	ELEC	1,054.19
MARK HARMS	LAND USE	500.00
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	20.50
THE STANDARD	LIFE INSURANCE	58.04
TIME WARNER CABLE	PHONE ACCT	41.90
VERIZON WIRELESS	CELL ACCT	50.63
	STREET FUND	1,867.08
	COMM REDEVELOP AUTHORITY	
BAIRD HOLM LLP	LEGAL SERVICES	5,000.00
	COMM REDEVELOP AUTHORITY	5,000.00
**** PAID TOTAL ****		42,059.44
***** REPORT TOTAL *****		42,059.44

**ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT**

**AGENDA ITEM
 NO 7**

VENDOR NAME

REFERENCE

ACCOUNTS PAYABLE CLAIMS

GENERAL FUND

AUBURN NEWSPAPERS	PUBLISHING	395.91
EAKES OFFICE SOLUTIONS	SUPPLIES	560.17
FIRST NATIONAL BANK OMAHA	CARD TRANSACTIONS	83.58
KIM BEGER	REIM MILEAGE HIST PRES CONF	160.25
LOTTER TREE SERVICE LLC	SNOW REMOVAL	50.00
USPS	STAMPS	110.00
		=====
		1,359.91

FIRE DEPARTMENT

BULLDOG AUTO SUPPLY INC	PARTS/SUPPLIES	16.49
		=====
	FIRE DEPARTMENT	16.49

PARK DEPARTMENT

FIRST NATIONAL BANK OMAHA	SUPPLIES/EQUIPMENT	519.12
LYNCH'S HARDWARE & GIFTS	SUPPLIES	19.98
MENARDS	SUPPLIES	418.84
MID CON SYSTEMS INC.	SUPPLIES	275.58
		=====
	PARK DEPARTMENT	1,233.52

LIBRARY DEPARTMENT

AIRSTREAM HEATING AND COOLING	FILTERS	67.14
AMAZON	BOOKS/AVS	859.75
AUBURN HIGH SCHOOL	YEAR BOOK	45.00
AUBURN MEM. LIBRARY PETTY CASH	POSTAGE/ILL	88.01
BAKER & TAYLOR	BOOKS/AVS	558.94
BLACKSTONE PUBLISHING	BOOKS/AVS	104.82
CENTER POINT LARGE PRINT	BOOKS/AVS	132.85
DEMCO	SUPPLIES	568.21
EAKES OFFICE SOLUTIONS	SUPPLIES	59.42
GALE/CENGAGE LEARNING	BOOKS/AVS	160.59
GENERAL FIRE AND SAFETY EQUIPM	FIRE ALARM INSPECT	130.00
LOTTER TREE SERVICE LLC	SNOW REMOVAL	55.00
OCLC INC	ILL SUBSCRIPTION	60.18
OVERDRIVE, INC.	BOOKS/AVS	502.98
RICOH USA, INC	EQUIPMENT COPIES	38.54
		=====
	LIBRARY DEPARTMENT	3,431.43

**ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL
	GENERAL FUND	6,041.35
	STREET FUND	
AUBURN NEWSPAPERS	PUBLISHING STREET HELP	29.00
AUTO AIR & REPAIR	PARTS/LABOR	1,200.26
BEARD'S SALVAGE INC.	SHOP SUPPLIES	386.95
BOO INC DBA BOBCAT OF OMAHA	PARTS	140.44
BULLDOG AUTO SUPPLY INC	PARTS/SUPPLIES	175.92
FIRST NATIONAL BANK OMAHA	CARD TRANSACTIONS	7.46
LOTTER TREE SERVICE LLC	SNOW REMOVAL	45.00
LYNCH'S HARDWARE & GIFTS	SUPPLIES	16.61
MARTIN MARIETTA MATERIALS	ROCK	1,046.91
MELLAGE TRUCK & TRACTOR INC	PARTS/LABOR/SUPPLIES	874.51
MENARDS	MAINTENANCE SUPPLIES	849.24
MICHAEL TODD & CO. INC.	SIGN	103.40
MIDWEST SERVICE AND SALES CO.	SIGN	28.12
NMC, INC	PARTS	412.09
STUTHEIT IMPLEMENT CO.	PARTS	32.52
		5,348.43
	STREET FUND	5,348.43
	CDBG GRANT FUND	
	REUSE ED	
SOUTHEAST NE DEVELOPMENT DIST.	REUSE ED ADMIN SERVICES	701.96
	REUSE ED	701.96
	CDBG GRANT FUND	701.96
**** PAID TOTAL ****		12,091.74
***** REPORT TOTAL *****		12,091.74

RESOLUTION

Council Member _____
offers the following resolution and moves its adoption, seconded by Council member
_____:

RESOLVE: That in order to provide for a coordinated response to a disaster or emergency in Nemaha County, the City of Auburn and all other cities and villages in Nemaha County, the Auburn City Council deems it advisable and in the best interests of the community and the County to approve the attached Nemaha County Local Emergency Operations Plan. Acceptance of this 2018 Local Emergency Operations Plan supersedes all previous approved Nemaha County Local Emergency Operations Plans.

PASSED AND APPROVED THIS ____ DAY OF _____, ²⁰¹⁹~~2018~~.

Mayor, City of Auburn

ATTEST:

City Clerk

RESOLUTION NO. _____

SUBJECT: Adoption of **HOUSING REHABILITATION PROGRAM GUIDELINES** for the **2018 Citywide Housing Rehabilitation Program**, including a Program Minimum Standards under the Affordable Housing Program through the Nebraska Department of Economic Development.

WHEREAS: Auburn, Nebraska has applied for 2018 Community Development Block Grant (CDBG) Housing Rehabilitation Category funds through the Nebraska Department of Economic Development (NDED), and,

WHEREAS: The 2018 CDBG Affordable Housing Program will provide for offering housing rehabilitation assistance to eligible homeowners within Auburn, and,

WHEREAS: Auburn will comply with statutory and administrative regulations associated with the Community Development Block Grant Program, administered by the Nebraska Department of Economic Development and will utilize CDBG funds for housing rehabilitation within the community in accordance with the 2018 Citywide Housing Rehabilitation Application and Program, and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF Auburn THAT:

The City Council herewith adopts as its official Program Guidelines the materials appended and attached hereto. No other Housing Rehabilitation Program Guidelines shall stand or be in effect other than the **2018 Citywide Housing Rehabilitation Program Guidelines dated April 8th, 2019**.

Passed and adopted this 8th day of April, 2019.

Dan White, Mayor

ATTEST: _____
Sherry Heskett, City Clerk

RESOLUTION NO. _____

SUBJECT: Adoption of **PROGRAM INCOME REUSE PLAN** for the **2018 Citywide Housing Rehabilitation Program**, including a Program Minimum Standards under the Affordable Housing Program through the Nebraska Department of Economic Development.

WHEREAS: Auburn, Nebraska has applied for 2018 Community Development Block Grant (CDBG) Housing Rehabilitation Category funds through the Nebraska Department of Economic Development (NDED), and,

WHEREAS: The 2018 CDBG Affordable Housing Program will provide for offering housing rehabilitation assistance to eligible homeowners within Auburn, and,

WHEREAS: Auburn will comply with statutory and administrative regulations associated with the Community Development Block Grant Program, administered by the Nebraska Department of Economic Development and will utilize CDBG funds for housing rehabilitation within the community in accordance with the 2018 Citywide Housing Rehabilitation Application and Program, and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GENEVA THAT:

The City Council herewith adopts as its official Program Income Reuse Plan and the materials appended and attached hereto. No other Program Income Reuse Plan shall stand or be in effect other than the **2018 Citywide Program Income Reuse Plan dated April 8th, 2019**.

Passed and adopted this 8th day of April, 2019.

Dan White, Mayor

ATTEST: _____
Sherry Heskett, City Clerk

CITY OF AUBURN NEBRASKA

PROCUREMENT PROCEDURES AND CODE OF CONDUCT

The City of Auburn Nebraska will in all cases of procurement for professional services construction services and materials needed for Community Development Block Grant (CDBG) Programs adhere to Code of Federal Regulation 2 C.F.R. Section 200.320 or current state statutes; in all cases the stricter shall apply. The following procedures summarize said laws and regulations.

- A. Procurement shall be made by one of the following methods:
- 1) **Micro Purchase Procedures [2 C.F.R. Section 200.320 (a)]** – This method will generally be used to obtain very small quantities of supplies. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (**2 CFR Section 200.67**), currently set at \$3,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation. To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.
 - 2) **Small Purchase Procedures [2 C.F.R. Section 200.320 (b)]** – **This method will generally be used to obtain small quantities of supplies.** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at **41 U.S.C.1908** (currently set at \$150,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.
 - 3) **Competitive Sealed Bids [2 C.F.R. Section 200.320 (c)]** - **This method will generally be used to obtain contractors for construction projects and for large quantities of goods or materials.** Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
 - 4) **Competitive Proposals [2 C.F.R. Section 200.320 (d)]** - **This method will generally be used to obtain professional services.** This method has two sub-parts—the Request for Proposal and the Request for Qualifications. Request for Proposals – The Request for Proposals (RFP) must clearly and accurately state the technical requirements for the goods and services required; The grantee must publicize the RFP, and to the maximum extent practicable, honor reasonable requests by parties to have an opportunity to compete; Proposals must be solicited from an adequate number of qualified sources, consistent with the nature and requirements of the procurement; The grantee must conduct a technical evaluation of the submitted proposals to identify the responsible offerors; As necessary, the grantee must conduct negotiations with those offerors who are deemed responsive and responsible and fall within a competitive price range, based on the grantee's evaluation of the bidders' pricing and technical proposals. After negotiations, these bidders may be given the opportunity to submit a "best and final" offer; and the grantee must award the contract to the most responsive and responsible offeror after price and other factors are considered through scoring the proposals or "best and final" offers according to predetermined evaluation criteria. The successful proposal/offeror must clearly be the most advantageous source of the goods and services. Request for Qualifications - Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to

negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

- 5) **Non-Competitive Proposals/Sole Source [2 C.F.R. Section 200.320 (f)] – This method will only be used after approval from the Department of Economic Development.** When requesting permission to use this method, the grantee will have to show that another method of procurement was not feasible because: the item or service was only available from a single source; a public emergency or condition requiring urgency existed which did not permit the use of competitive procurement; or competition was determined to be inadequate after solicitation of proposals from a number of sources.
- B. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.
- C. The City of Auburn shall maintain records sufficient to detail the significant history of a procurement. These records shall include at a minimum: rationale for the method of procurement; selection of contract type; contractor selection or rejection; and the basis for the cost or price.
- D. The following contract provisions or conditions shall be included in all procurement contracts and subcontracts:

General Administrative Provisions

- Effective date of the contract.
- Names and addresses of the firm and the grantee.
- Citation of the authority of the grantee under which the contract is entered into and the source of the funds.
- Conditions and terms under which the contract may be terminated by either party or remedies for violation/breach of contract.
- Procedures for amending or revising the contract.

Scope of Services

- Detailed description of the extent and character of the work to be performed.
- Time for performance and completion of contract services, including project milestones, if any.
- Specification of materials or other services to be provided (i.e. maps, reports, etc.)

Method of Compensation

- Provisions for compensation for services including fee and or payment schedules and specification of maximum amount payable under the contract.

Federal Standard Provisions

- Compliance with Executive Order 11246, as amended (Required for service contractors only if the contractor has 50 or more employees and the contract is for more than \$50,000)
- Title VI of the Civil Rights Act of 1964 clause
- Section 109 of the Housing and Community Development Act of 1974 clause
- Section 3 compliance clause (Required only if the contract exceeds \$100,000)
- Access to Records/Maintenance of Records clause
- When required, all construction contracts exceeding \$2,000 shall include provisions for compliance with the Davis-Bacon Act (DBA), the Contract Work Hours and Safety Standards Act (CWHSSA), The Copeland Act (Anti-Kickback Act) clause, and the Fair Labor Standards Act (FLSA) clause.

This Code of Conduct shall govern the performance of the elected or appointed officials or member of any board or commission employees or agents of the City of Auburn Nebraska engaged in the award and administration of contracts supported by Federal funds under Community Development Block Grant.

- I. The provisions and requirements of the *Conflicts of Interest, at subpart (d)* of the Nebraska Political Accountability and Disclosure Act [such subpart (d) encompassing Sections 49-1493 through 49-14,104 of the Nebraska Revised Statutes], are incorporated in this Code of Conduct by this reference. The provisions and requirements of 2 C.F.R. Section 200.320 (f) are also incorporated in this Code of Conduct by this reference. The requirements of these Nebraska state statutes and federal regulations will be adhered to, and in the event of a conflict in the requirements of any of such state and federal requirements, the stricter of any conflicting provisions will be adhered to.
- II. No employee, officer or agent of the municipality shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when an employee or agent; any member of his or her immediate family; his or her partner; or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- III. The municipal employees, officers or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.
- IV. Violations of this Code of Conduct will invoke penalties and sanctions consistent with applicable Federal and State laws.

Signed: _____
Dan White, Mayor

Attest: _____
Sherry Heskett, City Clerk



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

Nick Dropinski, CDBG Program Manager
Department of Economic Development
P.O. Box 94666
Lincoln, Nebraska 68509-4666

Re: Auburn, NE
CDBG # 18-HO-36067 / Owner Occupied Rehabilitation Project

Dear Nick:

The City's Limited English Proficiency (LEP) Representative will be Sherry Heskett, City Clerk, 402-274-3420.

The City has completed a Four Factor Analysis consistent with HUD LEP Guidance, which is enclosed. In order to fulfill the requirements to provide meaningful access to LEP persons related to this grant:

1. The City will, in all public hearing notices related to the grant, include information about how to access language interpretation services.
2. As noted in the Four Factor Analysis, the largest non-English language spoken in Auburn is Spanish, of whom ten indicated they speak English less than "very well". For all other languages, the City shall work with the individual to locate and provide interpretation services at no cost through volunteers.

If you need further information, please contact our CDBG Project Administrator, James Warrelmann, Southeast Nebraska Development District (SEND D), 2100 Fletcher Ave., Ste. 100 Lincoln, Ne, 68521, 402.475.2560, jwarrelmann@sendd.org.

Respectfully,

Dan White
Mayor



EQUAL HOUSING OPPORTUNITY

**FOUR FACTOR ANALYSIS
ASSESSING
LIMITED ENGLISH PROFICIENCY
AND
LANGUAGE ASSISTANCE PLAN**

**PREPARED BY
AUBURN, NEBRASKA**

**FOR
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROJECT: AUBURN OOR #18-HO-36067**

A. POLICY STATEMENT

It is the policy of the City of Auburn, Nebraska to take reasonable steps to provide meaningful access to its programs and activities for persons with Limited English Proficiency (LEP). The City of Auburn's policy is to ensure that staff will communicate effectively with LEP individuals, and LEP individuals will have access to important programs and information. City of Auburn is committed to complying with federal requirements in providing free meaningful access to its programs and activities for LEP persons.

B. HISTORY

Title VI of the Civil Rights Act of 1964 is the federal law which protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have Limited English Proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

On August 11, 2000, Executive Order 13166, titled, "Improving Access to Services by Persons with Limited English Proficiency," was issued. Executive Order 13166 requires federal agencies to assess and address the needs of otherwise eligible persons seeking access to federally conducted programs and activities who, due to LEP cannot fully and equally participate in or benefit from those programs and activities. Section 2 of the Executive Order 13166 directs each federal department or agency "to prepare a plan to improve access to...federally conducted programs and activities by eligible LEP persons...."

C. DEFINITIONS

Beneficiary: The ultimate consumer of HUD programs and receives benefits from a HUD Recipient or Sub-recipient.

Limited English Proficient Person (LEP): Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English because of national origin.

Language Assistance Plan (LAP): A written implementation plan that addresses identified needs of the LEP persons served.

Recipient: Any political subdivision of the State of Nebraska, or an eligible nonprofit organization, to whom Federal financial assistance is extended for any program or activity, or who otherwise participates in carrying out such program or activity, including any successor, assign or transferee thereof, but such term does not include any Beneficiary under any such program.

Sub-recipient: Any public or private agency, institution, organization, or other entity to whom Federal financial assistance is extended, through another Recipient, for any program or activity, or who otherwise participates in carrying out such program or activity but such term does not include any Beneficiary under any such program.

Vital Document: Any document that is critical for ensuring meaningful access to the Recipient's major activities and programs by Beneficiaries generally and LEP persons specifically.

D. FRAMEWORK & METHODOLOGY

This Four Factor Analysis is the first step in providing meaningful access to federally funded programs for LEP persons. The Four Factor Analysis completed by City of Auburn addresses the following:

1. The number or proportion of LEP persons eligible to be serviced or likely to be encountered by City of Auburn;
2. The frequency with which LEP persons using a particular language come in contact with City of Auburn;
3. The nature and importance of the City of Auburn program or activity provided to the individual's life; and
4. The resources available to City of Auburn, and costs associated with providing LEP services.

E. FOUR FACTOR ANALYSIS

- 1. The number or proportion of LEP persons eligible to be served or likely to be encountered by City of Auburn, Nebraska.**

The City of Auburn has not received a request for translation services. According to the 2017 American Community Survey Demographic and Housing estimates of the years 2013-2017 5 year estimates, of the 3,460 in

total population, 103 people speak a language other than English (of any race). Of the 103, 42 speak English less than very well.

2. The frequency with which LEP persons using a particular language come in contact with City of Auburn, Nebraska.

The City of Auburn, Nebraska will maintain records of request for residents speaking a language other than English using the encounter-tracking sheet (attached). The City of Auburn has not received a request for translation services.

3. The nature and importance of the City of Auburn, Nebraska program or activity provided to the individual's life.

The program under review is a potential Owner-Occupied Housing Rehabilitation Program. This program requires public input; however, it is on a limited, temporary basis due to the amount of funds available and the grant period. Denial or delay of access to services could have serious or even life-threatening implications for any LEP individual with uninhabitable living conditions. However, these implications are not likely due the low percent of the population that is determined a LEP individual or LEP group.

4. The resources available to City of Auburn, Nebraska, and costs associated providing LEP services.

The City of Auburn will coordinate with local organizations to provide translations services as needed. The City will inform staff on the processes & procedures that an employee can utilize when encountering an LEP individual. City employees have an understanding of the Title VI Policy and LEP responsibilities and have knowledge of the language assistance services offered to the public. The City will use an 'I Speak' card to determine the language services needed and 'Google Translate' for assistance. The local LEP contact staff will be Sherry Heskett, City Clerk

As a result of the Four Factor Analysis, the City of Auburn, Nebraska has determined a Language Assistance Plan is needed: YES NO

Dan White, Mayor

Date

Attest: _____
Sherry Heskett, Clerk

Date

--	--	--

AVAILABLE LEP RESOURCES

HUD Frequently Asked Questions on the Final LEP Guidance:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq

HUD's LEP Website:

<http://www.hud.gov/offices/fheo/lep.xml>

Federal LEP Website:

<http://www.lep.gov/>

LEP and Title VI Videos:

<http://www.lep.gov/video/video.html>

"I Speak" Card:

<http://www.lep.gov/ISpeakCards2004.pdf>

COMPLAINTS

If you believe that you have been denied the benefits of this Language Assistance Plan, you may file a written complaint by mail to:

City of Auburn

1101 J Street

Auburn, Ne 68305

Any person that feels that the Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and Executive Order 13166 regulations were not complied with may file a complaint directly to the Assistant Secretary for Fair Housing and Equal Opportunity at the following address (or as otherwise directed by HUD):

Betty J. Bottiger

Director, Region VII Office of Fair Housing and Equal Opportunity

U. S. Department of Housing and Urban Development

400 State Avenue

Kansas City, Kansas 66101-2406
Betty.Bottiger@hud.gov



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

April 8th, 2019

Nick Dropinski
Housing Division
PO Box 94666
Lincoln, NE 68509-4666

CDBG #18-HO-36067

Special Conditions Documentation of Certified Administrator / Procurement:

For several years an inter-local agreement has and still exists between the City of Auburn and the Southeast Nebraska Development District. This agreement allows both entities to collaboratively address the needs and goals prioritized by the City of Auburn. This letter is for the purpose of documented evidence that the City is a member of SENDD and will use SENDD staff for Grant administration and program management, and lead testing services.

If you need further information, please contact our CDBG Project Administrator, James Warrelmann, Southeast Nebraska Development District (SEND), 2100 Fletcher Ave. Ste.100, Lincoln, NE 68521, 402-475-2560, jwarrelmann@senndd.org.

Respectfully,

Dan White,

City of Auburn, Mayor



EQUAL HOUSING OPPORTUNITY



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

CDBG Program Manager
Department of Economic Development
P.O. Box 94666
Lincoln, Nebraska 68509-4666

**Re: Auburn, NE
CDBG #18-HO-36067**

Dear Program Manager:

The City's Fair Housing Representative will be Sherry Heskett, sherryh@auburn.ne.gov, (402) 274-3420.

The following are actions that the City will undertake to affirmatively further fair housing actions:

1. The City will host a Fair Housing event in for low-to-moderate income clients and residents of Auburn. Handouts and brochures about Fair Housing will be available at a booth/table at the Auburn Senior Center, and a SENDD staff person will be available to respond to questions. The City will also include a fair housing handout in the graduation packet offered to each senior at the Auburn High School. The City will document this action through use and retention of a sign-in sheet and retaining copies of all publications/posters/etc. marketing the event and packet/materials distributed during these events.

If you need further information, please contact our CDBG Project Administrator, Jim Warrelmann, Southeast Nebraska Development District (SEND), 2100 Fletcher Ave., Lincoln, Ne, 68521, (402) 475-2560, jwarrelmann@sendd.org.

Respectfully,

Dan White
Mayor



EQUAL HOUSING OPPORTUNITY

**AUBURN
OWNER-OCCUPIED HOUSING
REHABILITATION PROGRAM**

**Program Guidelines and
Application Packet**

All application materials and questions should be submitted to the Southeast Nebraska Development District (SEND), 2100 Fletcher Ave., Ste. 100, Lincoln, NE 68521, 402-475-2560.



Exhibit P

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CITY OF AUBURN, NEBRASKA
OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM
PROGRAM GUIDELINES

Adopted by City Council Approval on 4-8-19

INTRODUCTION

The City of Auburn, Nebraska is receiving funds from the Nebraska Department of Economic Development (NDED)-Affordable Housing Program (AHP) to implement a program for housing rehabilitation improvements. The following is an outline of the program setting forth the key items, procedures, guidelines and forms.

PROGRAM

The program is based upon the rehabilitation of substandard units through **Conditional Grants depending upon household incomes**. It is anticipated that the total construction related costs for any individual rehabilitation project will not exceed **\$24,999**, not including any costs for lead-based paint situations. The Program will request approval through NDED for proposed projects that may exceed the \$24,999 amount. Assistance may not exceed the maximum per-unit subsidy limit. These limits are available at: <https://opportunity.nebraska.gov/grow-your-community/data-for-applicants-and-grantees/>

1 ADMINISTRATION

The official contact person/office for the Program shall be: Program Manager; Southeast Nebraska Development District, 2100 Fletcher Ave., Ste. 100, Lincoln, NE 68521, (402) 475-2560. This in no way shall be construed to limit other interested parties from distributing information about the Program or receiving suggestions for amendments to the Program.

1.1 Review Committee and Grievances

The Auburn Housing Advisory Committee shall serve as the Housing Advisory Committee and the Grievance Committee for this program.

1.2 Program Management

The program shall use the services of a Certified CDBG Grant Administrator and a qualified Housing Inspector.

1.3 Program Marketing

Pre-applications indicating homeowner interest were received prior to award of the program. All pre-applicants will be contacted and will be targeted for project funding with an application "round" deadline. If additional funding is available after the first "round" of applications received, the City will provide marketing and promotional materials to news outlets (newspaper, and websites) within the City of Auburn. The materials will include program summary, how to obtain application forms, "round" deadlines, and contact information. Affirmative marketing efforts will be made to local organizations that represent or provide services to lower income persons/families in order to reach those persons most likely with need, but least likely to apply.

1.4 Conflict of Interest

This Code of Conduct shall govern the performance of the elected or appointed officials or member of any



Council or commission employees or agents of the City of Auburn, Nebraska engaged in the award and administration of contracts supported by Federal funds under the Community Development Block Grant.

The provisions and requirements of the Conflicts of Interest, at subpart (d) of the Nebraska Political Accountability and Disclosure Act [such subpart (d) encompassing Sections 49-1493 through 49 14,104 of the Nebraska Revised Statutes], are incorporated in this Code of Conduct by this reference. The provisions and requirements of 2 C.F.R. Section 200.320 (f) are also incorporated in this Code of Conduct by this reference. The requirements of these Nebraska state statutes and federal regulations will be adhered to, and in the event of a conflict in the requirements of any of such state and federal requirements, the stricter of any conflicting provisions will be adhered to.

No employee, officer or agent of the municipality shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when an employee or agent; any member of his or her immediate family; his or her partner; or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The municipal employees, officers or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.

Violations of this Code of Conduct will invoke penalties and sanctions consistent with applicable Federal and State laws.

2 ELIGIBILITY CRITERIA

2.1 Household

2.1.1 Income Guidelines

The applicant's annual gross household income cannot exceed the established income guidelines set forth as attached. (Income levels will be verified according to 24 CFR Part 5.609) Income eligibility guidelines are based upon a maximum Median Household Income for various family sizes as established for NEMAHA COUNTY from Income Guidelines established by the Nebraska Department of Economic Development (DED). Income limits are based on a maximum of at or below 80% of the area Median Family Income (MFI).

2.1.2 Asset Limit

No person or family shall be eligible to receive assistance under this program who has in excess of Seventy-Five Thousand Dollars (\$75,000) in total assets, excluding: the value of the dwelling and a minimum adequate site, the value of necessary items of personal property, the assets that are part of a business/trade/farming operation in which a member of the household is actively engaged in such operation, or the value of an established trust that is not revocable or is under control of a household member.

2.2 Property

2.2.1 Types and Location

Eligible properties shall be single family, owner occupied dwelling units located within the City of Auburn. Eligible properties will be the "principal residence of the homeowner applicant." Homeownership will be verified by written confirmation from the Nemaha County Register of Deeds under a deed search. Security documents (Promissory Note and Deed of Trust) will include



reference to requirements that the housing unit will be the “principal residence” of the participating family. Only owner-occupied units are eligible for rehabilitation. Both units of a duplex are eligible if one is owner-occupied and the second unit is occupied by a member of the owner's family. Mobile homes are ineligible. Rental properties are ineligible for assistance.

2.2.2 Physical Condition

It is the Policy of the City of Auburn that all housing units assisted with NAHP funds must meet NDED Housing Rehabilitation Standards after rehabilitation. All units proposed for rehabilitation must be inspected for compliance with DED Rehabilitation Standards by an approved Housing inspector prior to being deemed eligible for the program.

The objective of the Housing Rehabilitation Program is to restore each housing unit receiving financial assistance to a physical condition, which will result in a life expectancy of at least 20-years. A limited number of occupied housing units in the program area may be deteriorated to such an extent that rehabilitation, no matter how extensive, will not achieve this objective. If the Project Inspector determines and the Advisory Committee concurs, that a housing unit can not have a 20-year life expectancy after rehabilitation work is completed, then the Program will determine not to provide financial assistance to that homeowner.

2.2.3 Floodway, Floodplain, and Wetlands

Project will not approve properties located within Floodways. Project may allow non-critical actions for properties located in 500-year floodplain (B Zone or shaded X Zone). Project may allow for improvements in 100-year floodplain (A Zone) on one- to four-family properties that do not meet the thresholds for “substantial improvement” under § 55.2(b)(8). No projects will be approved that are included in designated Wetlands.

2.2.4 Insurance and Property Taxes

Property Taxes must be paid by the homeowner and current. The homeowner will be required to maintain homeowner's hazard insurance, with an amount equal to the replacement value of the dwelling for the duration of a program lien.

2.2.5 Property Maintenance

Properties shall be free and clear of any debris that jeopardizes public safety and/or impairs the appearance of the neighborhood. Properties must remain debris-free for the duration of the program lien period. Debris shall include, but not be limited to: inoperable automobiles, machinery, appliances, tires and accessories, noxious weeds, discarded metal and other unsightly rubble.

2.2.6 After-Rehabilitation Value Limit

It is the Policy of the City of Auburn that the Housing Rehabilitation Program shall ensure the After-Rehab Value Limit will not exceed 95 percent of the limit for the area. Total after rehab value not to exceed the most current HOME after-rehab value limits as available on the Nebraska Department of Economic Development website. The after-rehabilitation value estimate must be completed prior to investment of NAHTF funds. The published limit identifies maximum amounts for 1-unit and the unadjusted median value. “HUD has used the greater of these two figures as their HOME homeownership value limit for existing housing in each area.” This level of cost is applicable to the rehabilitation of **existing homes only**. See **Purchase Price or After-Rehab Value Limit for NAHTF, CDBG, and HOME at: <https://opportunity.nebraska.gov/grow-your-community/data-for-applicants-and-grantees/>**



3 TYPES OF ASSISTANCE

It is the expressed intent of this rehabilitation program to benefit low-and moderate-income owner-occupants within the Program Area. Actions taken by or on behalf of owner occupants to circumvent this intent are prohibited. To affect this intent, owner-occupants receiving housing rehabilitation assistance under this program shall immediately advise the Program of any event that may alter this intent.

Conditional Grant: The owner shall personally and at all times occupy and live in the rehabilitated structure as a "principal residence" for a period of five (5) years or sixty (60) months after the completion of the rehabilitation work.

In the event that the owner shall move, rent, sell, transfer or otherwise not occupy said property for the required five (5) year period, the Program shall be reimbursed at the monthly pro-rata rate for the sixty (60) month period. Recapture provisions are utilized, then the amount recaptured cannot exceed the net proceeds. Net proceeds are the sales price minus superior loan repayment (other than CDBG, HOME or NAHTF funds) and any closing costs.

3.1 Maximum Subsidy

The maximum amount of these conditional grants will be \$24,999 per home. Any and all work to be completed must meet the NDED Rehabilitation Standards. The City of Auburn reserves the right to deny assistance in the event that the rehabilitation work required to bring the home up to Standards exceeds the maximum allowable grant amount of \$24,999 and/or the home cannot be brought up to the Standards. In no case shall assistance exceed NAHP maximum per unit subsidy. A listing of subsidy limits by county can be found at: <https://opportunity.nebraska.gov/grow-your-community/data-for-applicants-and-grantees/>

The program will collaborate with other agencies or organizations which provide housing rehabilitation related services. The Program will also coordinate with Southeast Nebraska Community Action (SENCA) and other programs for eligible weatherization activities.

3.2 Terms

The City of Auburn may provide funds to complete minor repair and/or rehabilitation work in the form of a "conditional grant" to meet Nebraska Department of Economic Development (NDED) Minimum Standards for Rehabilitation. No interest will accrue on the conditional grant. The conditional grant shall be secured through a Promissory Note in an amount equal to the program subsidy and a property lien in the form of a Deed of Trust. This Deed of Trust in favor of the City of Auburn will take a subordinate position to the permanent financing instrument.

The conditional grant lien shall be in effect for a five (5) year term. Payment of the note is required upon sale, transfer of ownership, non-occupancy or renting out the property if occurring during the five-year term.



4 ELIGIBLE REHABILITATION PRIORITIES

4.1 Code Deficiencies

The property must conform to municipal building codes and NDED Minimum Standards for Rehabilitation after rehabilitation work is complete. The correction of code deficiencies is given top priority in the rehabilitation process. When necessary to meet specific requirements of a local minimum housing code, program funds may be used for:

- The provision, rehabilitation or removal of structural elements of the dwelling, including the repair or replacement of basic equipment, outbuildings, fences, steps, and walks. The term basic equipment refers to such items as furnaces, water heaters, plumbing, electrical fixtures, foundations, etc.
- The provision of sanitary and related facilities, including the provision, expansion, and finishing of space necessary to accommodate such facilities;
- The provision of additional or enlarged bedrooms; and,
- The grading, filling, or landscaping of the lot for other than purely aesthetic purposes.

4.2 Incipient Deficiencies

Program funds may be used to correct incipient deficiencies of the local minimum housing code. An incipient deficiency exists if, at the time the house is inspected, it is determined that the physical condition of a particular structural element will deteriorate to an actual deficiency in the reasonable future (one or two years). An example of an incipient deficiency would be a leaky roof that could be patched at low cost, but would probably continue to develop additional leaks, and would eventually have to be totally replaced.

Program funds could be used to replace the entire roof in this situation. Incipient deficiencies may be corrected after existing code deficiencies are corrected and the property conforms to the Minimum Property Rehabilitation Standards.

4.3 Energy Conservation

Once all local Program Area building codes and Minimum Property Rehabilitation Standards have been met and incipient code violations have been corrected, program funds may be used to finance energy conservation measures. Energy conservation refers to steps taken to lessen the consumption of fuels and electricity. Housing Rehabilitation Program resources may be used to finance such energy conservation measures as:

1. The insulation of attics and sidewalls, or increasing the amount of existing insulation;
2. The provision of storm windows and doors; and
3. The elimination of leaks in structural openings through the installation of weather-stripping, caulking, etc.

4.4 Fire Protection

Fire protection involves the provision of devices to warn dwelling occupants in the event of fire. Early warning fire alarm devices may be provided and installed using program funds.

4.5 General Improvements

General improvements include any rehabilitation work that does not fit into any of the previously discussed eligible cost categories. Only after all eligible applicant's needs, relative to the previous five categories have been met, will consideration be given to any general improvement work items. Typically, general improvements will not materially contribute to structural integrity or long term preservation of the unit and might include, but not be limited to: interior painting, paneling, carpeting, closets, shelving, cabinets, air



conditioning, landscaping, etc.

The above paragraph does not prevent the homeowner from undertaking any general improvement work items, provided they supply whatever additional funds are necessary to finance that portion of the project.

5 APPLICATION PROCESS

The application process for assistance under the Housing Rehabilitation Program has two stages: the application and the applicant interview. The rationale for this approach centers on saving the time and trouble of filling out a rather lengthy application when it is possible to determine the homeowner's basic eligibility through a streamlined preliminary application process.

5.1 Initial Review

The application consists of questions related to family size and composition, income, housing-related expenses, etc. Application information will be reviewed and evaluated by the Program Management Staff, on a confidential basis.

The review process includes verification of income, housing expenses, bank deposits, employment, etc. All applications will be rated on the project rating scale, as attached. Homeowners who do not meet basic eligibility requirements will be notified in writing, including a statement of the reason they are ineligible for assistance.

The program will collaborate with other agencies or organizations which provide housing rehabilitation related services. The Program will also coordinate with Southeast Nebraska Community Action (SENECA) and other programs for eligible weatherization activities.

5.2 Application Rating and Selection

All applications received during a "round" will be reviewed together and rated on the priority rating scale below. In cases in which this rating yields equivalent scores, priority will be determined in accord with "first ready, first served." Applicants not selected in one round will be automatically considered in subsequent rounds and will be notified, in writing, of such action.

Applicants will be rated and selected by Program Management Staff with review and approval by the Advisory Committee.

INCOME and FINANCING CATEGORY

- 1. Applicant's annual gross income meets Very Low Income threshold.....30
- 2. Applicant's annual gross income meets Low Income threshold.....20
- 3. Applicant's annual gross income meets Moderate Income threshold.....0 or 10

Income guidelines are based on Department of Housing and Urban Development (HUD) Housing Assistance programs as approved by the Nebraska Department of Economic Development (DED). Limits may be updated annually as they are received from HUD and approved by DED. (Income levels will be verified according to 24 CFR Part 5.)

Financing Categories

- 1. **Conditional Grant:** (at or below 80% Area Median Family Income)
100% of project amount is a Conditional Grant and is forgiven if the homeowner personally and at



all times occupies and lives in the rehabilitated structure as a “principal residence” for a period of **five (5) years** or sixty (60) months after the completion of the rehabilitation work.

In the event that the owner shall move, rent, sell, transfer or otherwise not occupy said property for the required five (5) year period, the Program shall be reimbursed at the monthly pro-rata rate for the sixty (60) month period. Recapture provisions are utilized, then the amount recaptured cannot exceed the net proceeds. Net proceeds are the sales price minus superior loan repayment (other than CDBG, HOME or NAHTF funds) and any closing costs.

HOUSEHOLD CHARACTERISTICS

- 1. Head of household 62 years of age or older10
- 2. Handicapped/disabled applicant5

IMPACT OF ASSISTANCE

- 1. Eliminate housing overcrowding (over 5 persons).....5
- 2. Substantial weatherization and energy conservation improvements5

MAXIMUM TOTAL SCORE.....55

If the property has a current lien, deed of trust, note or other loan/grant security instrument from any previous housing rehabilitation programs, the lien, deed of trust and or note cannot have at any given time a combined total over \$24,999.00.

6 Property Inspection and Rehabilitation Procedures

Once basic eligibility has been determined through the initial application review, the Project Inspector will contact the homeowner and arrange for an interview. The interview will take place in the applicant's home, and in addition to obtaining the information necessary to complete the application process, the Project Inspector will perform a preliminary inspection of the structure. This inspection will provide the Advisory Committee an indication of whether the house will stand rehabilitation, the extent of repairs needed, and a preliminary estimate for the cost of those repairs. The interview is to provide more specific information for determining whether the homeowner may take advantage of the Housing Rehabilitation Program. Review of the application and data acquired from the interview will begin as soon as practicable after it is received.

6.1 Comprehensive Property Inspection

All properties will have a comprehensive property inspection conducted. The purpose of this inspection is to compile a comprehensive list of all necessary and desirable repairs, categorize the repairs by type (i.e. code violations, Minimum Rehabilitation Standards, Lead-Based paint hazards mitigation, general improvements, etc.), and estimate the total cost of the work. Essentially, the Project Inspector will assemble all the information necessary for preparation of bid documents. An estimate of the total cost of the work is made so that the homeowner can be counseled on the extent of rehabilitation and the type and cost of the financial assistance. In addition, the Project Inspector shall review the work write-up with the applicant and receive in writing the applicant's concurrence with the identified work items.

6.2 Elimination of Lead-Based Paint Hazards

It is the intent of the housing program to eliminate lead hazards and achieve lead clearance in affected home in a manner consistent with the 2012 HUD Lead Paint Guidelines, to repair, restore, or remodel the home.



6.3 Tier II Environmental Review

All properties will have a Tier II Environmental Review conducted. This review shall, at a minimum include submitting request for review to the State Historical Preservation Office (SHPO), review of location of property in relation to Special Flood Hazard Areas (SFHAs) as identified on the community's FEMA Flood Insurance Rate Map (FIRM), and review of onsite and nearby potential Contamination and Toxic Substances.

6.4 Bid Document Preparation

The Project Inspector will use the information gathered to prepare the Project Specifications, Work-Write ups and/or other documents necessary to obtain bids on the rehabilitation work.

6.5 Contractor Selection

The solicitation of bids for the rehabilitation work will be conducted in accordance with Federal, State and local requirements for requesting bids. If "Competitive Sealed Bids" are requested for a project, normally the lowest responsible and responsive bid would be accepted. Alternate methods of selecting contractors to allow for increased homeowner involvement and the highest level of local contractor participation will be considered.

6.5.1 Pre-Qualified Contractors List

The City will utilize a pre-qualified list of contractors maintained by the Southeast Nebraska Development District, who are available to conduct Housing Rehabilitation for projects that are awarded minor rehabilitation conditional grants. The program will be promoted directly to local contractors who are eligible to be added to the pre-qualified list of contractors. Promotion to contractors may include but is not limited to contractor training, ads in the local newspapers, word of mouth, flyers and brochures requesting contractor assistance for the program. Pre-qualification requirements include submittal of the following documents to the Official Program Contact (SEND DD):

1. Proof of liability insurance;
2. Lead safe work practices training;
3. Completion of the Contractor's Application (Proof of Responsibility);
4. Proof of State Licensure; and
5. Proof of SAM certification.

6.6 Consideration, Recommendation, and Approval or Rejection

Once a contractor has been selected a project summary will be prepared and presented to the Housing Advisory Committee. The Housing Advisory Committee will then consider the project and provide a recommendation of approval or rejection to the City Council.

Nothing herein shall be interpreted to require that the City grant approval to any project. The City reserves the sole right to accept or reject any and/or all of the applications for financial assistance.

The City Council, after consideration and recommendation from the Advisory Committee, shall make the final decision to approve or reject any application within its respective jurisdiction.

It is the policy of the City of Auburn that all applicants shall be notified of final eligibility or ineligibility in writing within thirty (30) days of the decision of the City Council.

6.7 Contracts

The contract for rehabilitation work will be between the homeowner and contractor, with the Program as a third party acting as an Operating Agency (OA) to provide for oversight, construction observation and to provide financing, insuring that the contractor and homeowner meet agreed upon conditions.



6.8 Security Instruments

At the time of contract signing each person listed as a property owner is required to sign a Deed of Trust and Promissory Note for the amount of assistance provided to the property. The Deed of Trust shall be recorded with the County on the borrower's property, which incorporates the following provisions:

- The borrower's household must use the property as its principal residence. They must also complete and return the annual occupancy verification document.
- The Program shall be reimbursed at the monthly pro-rata rate for the sixty (60) month period. In the event insufficient equity exists in the property at the time of sale, Recapture provisions are utilized, then the amount recaptured cannot exceed the net proceeds. Net proceeds are the sales price minus superior loan repayment (other than CDBG, HOME or NAHTF funds) and any closing costs.
- A closing statement from the sale of the subject property will need to be obtained and included within the project files.

6.9 Construction Monitoring

Inspections will be necessary during the construction phase to monitor the rehabilitation. The primary purpose of these inspections is to insure that materials used and work done is accomplished in compliance with the contract. The Project Inspector shall visit each job site when necessary to assure adequate job performance. Should change-orders become necessary during the rehabilitation work which would change the total cost of the contract, the Program and the homeowner must agree on said change orders and any modification to the funding prior to the execution of the change-order.

6.10 Project Completion

At the completion of construction the Project Inspector shall inspect the work, in the presence of the homeowner and the contractor, to assure that satisfactory work has been accomplished. If the quality of work is satisfactory to the homeowner and the Project Inspector, and all contract conditions have been met, the Project Inspector will request final payment for the contractor. Any deficiencies must be corrected to the satisfaction of the homeowner and the Program, and all warranties, lien waivers, inspection reports from other Federal/State/Local agencies, etc., must be delivered before final payment will be made.

7 LEAD-BASED PAINT PROCEDURES

The City of Auburn will work closely with SENDD staff to keep abreast of HUD's lead-based paint regulations. Minimum Qualifications:

- **Contractors:** All contractors that are awarded a CDBG contract must have successfully completed the HUD Sponsored "Lead-Safe Practice Training Course."
- **Lead Paint Inspectors:** SENDD staff members have successfully completed the necessary coursework and training and are Certified Lead Paint Inspectors. The City will utilize the services of SENDD, or other certified Paint Inspectors and Risk Assessors to perform lead-based paint inspections, risk assessments and clearance examinations.

All homes built before 1978 that are rehabilitated through this Program will be presumed to have lead-based paint.



7.1 Program Operations

The City will follow all applicable rules and regulations to ensure that the lead-based paint issues are addressed on housing units that receive financial assistance. The City will work with the housing program manager and contractors in notifying clients of lead-based paint requirements.

7.2 Specifications and Feasibility

Homeowners participating in the program will be limited in financial assistance. Therefore, each applicant's housing unit will be reviewed on a case-by-case basis to determine the feasibility of addressing lead-based paint issues.

7.3 Client Outreach and Intake

Each potential homebuyer will be notified as to the dangers of lead-based paint, where lead-based paint can be found, measures to protect/reduce lead hazards, and safety measures to undertake should the unit be rehabilitated. Each homeowner will be provided the "Watch Out for Lead-based Painting Poison" and "Protect Your Family from Lead in Your Home" pamphlets. Each homeowner will sign the federal pre-renovation notification form acknowledging that they have received the pamphlet entitled "Protect Your Family from Lead in Your Home" and receive basic instructions as to its contents.

7.4 Bidding and Contracts

The program will consider bids from general contractors who have either successfully completed the HUD sponsored "Lead-Safe Practice Training Course", or from contractors who have agreed to attend/complete the workshop. Prior to bid submittal, interested contractors must provide either:

- A certificate showing their company has received and successfully passed a HUD sponsored lead-based paint training course; or,
- Provide proof of registration to attend a HUD sponsored lead-based paint training course. This proof will include, but not be limited to, a copy of the completed registration form and receipt of payment. Upon completion of the course, the contractor must provide a certificate that they have successfully completed the training.

7.5 Construction Monitoring

Upon contract award, the contractor will be reminded that while he/she is addressing lead-based paint issues on the interior/exterior of the house, they must conform to all practices and construction applications that are stated in the work write-up, specifications and training that they have received in the HUD sponsored training course "Lead-Safe Work Practices Training." Monitoring of the contractor's work and corrective measures will be completed at appropriate intervals during the construction phase, and a wipe test will be completed by a certified Risk Assessor at the completion of construction activities. A clearance report must be issued prior to the City approving final payment to the contractor.

7.6 Warranty and Evaluation

At the time of the final inspection, a wipe test will be performed by a certified Risk Assessor to ensure that levels of lead-based paint meet state and federal regulations. The first clearance examination will be paid for by the Program. If the property does not pass the first clearance examination due to the contractor not cleaning properly, the cost of the second, and any subsequent clearance testing, will be paid for by the Contractor directly to SENDD until all areas pass.



7.7 *Paint/Risk Assessment Report*

Under certain conditions, homes may have a Paint/Risk Assessment Report completed by a licensed Risk Assessor. In such cases, areas of the property identified as having a lead hazard in the Paint/Risk Assessment Report will be labeled in the work write-up by numerical XRF readings that were conducted on the property.

8 *Sale or Refinance of Assisted Unit During Lien Period*

8.1 *Sale of Assisted Unit*

In the event that the owner moves, rents, sells, transfers or otherwise does not occupy the assisted property for the required five (5) year period, the Program shall be reimbursed at the monthly pro-rata rate for the sixty (60) month period. Recapture provisions are utilized, then the amount recaptured cannot exceed the net proceeds. Net proceeds are the sales price minus superior loan repayment (other than CDBG, HOME or NAHTF funds) and any closing costs. A closing statement from the sale of the subject property will need to be obtained and included within the project files.

8.2 *Subordination and Refinance*

Subordination

Future refinancing, home equity loans and all future liens will be handled on a case by case basis. Any subordination must fall within the guidelines outlined below before any subordination of the second, third, fourth, or fifth line will be considered:

Refinancing with No Cash-Out

A refinance with no cash-out is the situation when a homeowner wishes to refinance their existing first mortgage which may include refinance fees only. This type of subordination may be approved by all secondary lien holders.

Refinancing with Cash-Out

A refinance with cash-out is a situation where the homeowner refinances their existing mortgage and desires to consolidate other outstanding debt or obtain extra funds (cash) to spend on other items. This type of subordination may be approved by all secondary lien holders only if the combined Loan-to-Value of all items is at or below 87.5% of the value of the subject property.

Obtain an Equity/Home Improvement Loan

This scenario is when a homeowner wants to obtain an Equity Loan or Home Improvement Loan and the lender desires to file their lien in second (2nd) position. The type of subordination may be approved by all secondary lien holders only if the combined Loan-to-Value of all liens is at or below 87.5% of the value of the subject property.

9 *COMPLAINT PROCEDURE*

All grievances and/or complaints must be submitted in writing to the Housing Inspector or Project Administrator. A written response/determination must be provided to the aggrieved party within fifteen (15) days of receipt of the grievance/complaint. If unsatisfied with the response/determination of the Housing Inspector or Project Administrator, the aggrieved party may appeal the decision to the Auburn Housing Advisory Committee in writing for their consideration. The appeal must be received by Housing Advisory Committee within 15 calendar days of the initial decision. Housing Advisory Committee will act on the appeal within thirty (30) calendar days of the receipt of the appeal. Final written decision of the Housing Advisory Committee will be provided to the aggrieved party within forty-five (45) days of receipt of the written request for appeal.



In the event of an owner and contractor dispute of any nature, the Housing Advisory Committee's decision on the issue will be accepted as final by both parties.

10 AMENDMENT OF THE GUIDELINES

The above Guidelines for the Housing Rehabilitation Program can be amended only after review by the Housing Advisory Committee and formal action by the City Council, with approval by DED.

11 POLICY FOR COLLECTING PROJECT PHOTOGRAPHS / PRINCIPLE RESIDENCY

The City of Auburn was awarded public funds for this housing rehabilitation program. As such all beneficiaries/recipients are requested to provide a voluntary release and authorization giving consent to the City of Auburn and its agents to use and publish property photographs taken during the course of providing program assistance in marketing and promotional materials, including but not limited to the Internet, without compensation.

Previews of materials are not provided for approval. All photos used by the City of Auburn and its agents are owned by the City of Auburn and they may copyright material. The City of Auburn and its agents are released, discharged, and held harmless from any liability, including, without limitation, any claims for libel or invasion of publicity/privacy, by virtue of any use of photos, including, any alteration of such Photos, whether intentional or otherwise (Attachment A).

The owner shall personally and at all times occupy and live in the rehabilitated structure as a "principal residence" for a period of **five (5) years** or sixty (60) months after the completion of the rehabilitation work. The City will send out a homeowner's certification of principle residence for each assisted applicant on an annual basis for the duration of the affordability period (attachment B). In the event that the owner shall move, rent, sell, transfer or otherwise not occupy said property for the required five (5) year period, the Program shall be reimbursed at the monthly pro-rata rate for the sixty (60) month period. Recapture provisions are utilized, then the amount recaptured cannot exceed the net proceeds. Net proceeds are the sales price minus superior loan repayment (other than CDBG, HOME or NAHTF funds) and any closing costs. A closing statement from the sale of the subject property will need to be obtained and included within the project files.

12 UNIFORM RELOCATION AND ASSISTANCE ACT OF 1970 (URA) AND APPLICABILITY TO TITLE 49 PART 24 SUBPART B 24.101

Acquisitions are not an allowable activity within this program. It is the Policy of the City of Auburn that all transactions proposed for rehabilitation of property by applicants or clients of the housing program shall be voluntary.

It is the Policy of the City of Auburn that it will not undertake any projects that will result in Displaced Person(s). However, if any project for which relocation would be a potential requirement - in cases where there is any indication of the potential for relocation through either voluntary or involuntary acquisition. Relocation shall be voluntary and the grantee will not be responsible for relocation costs. In cases where either voluntary or involuntary acquisition is anticipated, DED will be contacted prior to any action

Due to the requirements of these program guidelines, relocation due to mitigation of lead paint hazards is anticipated to be a rare occurrence. If a case of mitigation of lead-based paint hazards occurs where the interior work will not be completed within 5 calendar days, the work site is unable to be contained to prevent the release of



dust, the worksite and areas within 10 feet of the worksite are unable to be cleaned at the end of each work day to remove any visible dust and debris, and the residents do not have safe access to kitchen, bath and bedrooms, then temporary relocation of homeowners would be required for "safe work practices." Relocation will be voluntary and the grantee will not be responsible for relocation costs. Mitigation of lead-based paint hazards is determined to be a code enforcement activity for purposes of this program. As such, relocation assistance requirements of the URA are not triggered. In cases where either DED will be contacted by the program prior to any action.

13 FAIR HOUSING

It is the Policy of the City of Auburn that this program will be in compliance with the "Fair Housing Act." The Act prohibits specific kinds of discriminatory acts as described herein, regarding housing if the discrimination is based on race, color, religion, sex handicap, familial status or national origin: Refusal to sell or rent or otherwise deal with a person; Discrimination in the conditions of terms for sale, rental or occupancy; Falsely denying housing is available; Discriminatory advertising; "Blockbusting"; causing person(s) to sell or rent by telling them that members of a minority group are moving into the area; Discrimination in financing housing by a bank, savings and loan association or other business; Denial of membership or participation in brokerage, multiple listing or other real estate service; Interference (intimidation, threats, coercion, etc.) to keep a person from the full benefits of the Federal Fair Housing Law. The City of Auburn actively supports Fair Housing Activities and will assist applicants in completing Housing Discrimination Complaint forms to the Department of Housing and Urban Development (HUD).

14 FEDERAL COMPLIANCE

The Housing Program will comply with the administrative requirements of the grant program, those applicable items in the 1995 Consolidated Plan, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, and 24 CFR Part 570 (including parts not specifically cited below), and the following laws, regulations and requirements, both federal and state, as the pertain to the design, implementation and administration of the local project, if approved:

CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS

- Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d), et. seq.) (24 CFR Part 1)
- Section 109 of the Housing and Community Development Act of 1974, As Amended
- Age-Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et. seq.)
- Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794) and the Americans with Disability Act
- Executive Order 11246, As Amended
- Executive Order 11063, As Amended by Executive Order 12259 (24 CFR Part 107)

ENVIRONMENTAL STANDARDS AND PROVISIONS

- Section 104(f) of the Housing and Community Development Act of 1974, As Amended
- Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) and the Implementing Regulations found at 24 CFR Part 35
- The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321, et. seq., and 24 CFR Part 58)
- The Clean Air Act, As Amended (42 U.S.C. 7401, et. seq.)
- Farmland Protection Policy Act of 1981, (U.S.C. 4201, et. seq.)
- The Endangered Species Act of 1973, As Amended (16 U.S.C. 1531, et. seq.)
- The Reservoir Salvage Act of 1960 (16 U.S.C. 469, et. seq.), Section 3 (16 U.S.C. 469 a-1), As Amended by the Archaeological and Historic Preservation Act of 1974



- The Safe Drinking Water Act of 1974 [42 U.S.C. Section 201, 300(f), et. seq., and U.S.C. Section 349 as Amended, particularly Section 1424(e) (42 U.S.C. Section 300H-303(e))
- The Federal Water Pollution Control Act of 1972, As Amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. Section 1251, et. seq.)
- The Solid Waste Disposal Act, As Amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq.)
- The Fish and Wildlife Coordination Act of 1958, As Amended, (16 U.S.C. Section 661, et. seq.)
- EPA List of Violating Facilities
- HUD Environmental Standards (24 CFR, Part 51, Environmental Criteria and Standards and 44 F.R. 40860-40866, July 12, 1979)
- The Wild and Scenic Rivers Act of 1968, As Amended (16 U.S.C. 1271, et. seq.)
- Flood Insurance
- Executive Order 11988, May 24, 1978: Floodplain Management (42 F.R. 26951, et. seq.)
- Executive Order 11990, May 24, 1977: Protection of Wetlands (42 F.R. 26961, et. seq.)
- Environmental Protection Act, NEB. REV. STAT. 81-1501 to 81-1532 (R.R.S. 1943)
- Historic Preservation

LABOR STANDARDS AND PROVISIONS

- Section 110 of the Housing and Community Development Act of 1974, As Amended
- Fair Labor Standards Act of 1938, As Amended, (29 U.S.C. 102, et. seq.)
- Davis-Bacon Act, As Amended (40 U.S.C. 276-a - 276a-5); and Section 2; of the June 13, 1934 Act., As Amended (48 Stat. 948.40 U.S.C. 276(c), popularly known as The Copeland Act
- Contract Work Hours and Safety Standards Act (40 U.S.C. 327, et. seq.)
- Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701(u)]

FAIR HOUSING STANDARDS AND PROVISIONS

- Section 104(a)(2) of the Housing and Community Development Act of 1974, As Amended
- Public Law 90-284, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et. seq.). As Amended by the Fair Housing Amendments Act of 1988
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, As Amended (42 U.S.C. 4630) and the Implementing Regulations Found at 49 CFR Part 24
- Relocation Assistance Act, NEB. REV. STAT. 76-1214 to 76-1242 (R.S. Supp. 1989)
- Nebraska Civil Rights Act of 1969 20-105 to 20-125, 48-1102 and 48-1116 Uniform Procedures for Acquiring Private Property for Public Use, NEB. REV. STAT. 25-2501 to 25-2506 (R.R.S. 1943)

ADMINISTRATIVE AND FINANCIAL PROVISIONS

- 78 FR 78589 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards "Cost Principles"
- 78 FR 78589 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards "Administrative Requirements"
- 24 CFR 570.503 - Grant Administration Requirements for Use of Escrow Accounts for Property Rehabilitation Loans and Grants
- 24 CFR 570.488 to 570.499a - States Program: State Administration of CDBG Nonentitlement Funds
- Community Development Law, NEB. REV. STAT. 18-2101 to 18-2144 (R.S. Supp. 1982)
- Public Meetings Law, NEB. REV. STAT. 18-1401 to 18-1407 (R.R.S. 1943)
- 24 CFR Subtitle A (4-1-98 Edition) – 85 Administrative requirements for grants and cooperative agreements to State, local and federally recognized Indian tribal governments

MISCELLANEOUS.

- Hatch Act of 1938, As Amended (5 U.S.C. 1501, et. seq.)



The 2018 City of Auburn Housing Rehabilitation Program Guidelines, and Lead Based Paint procedures are adopted by City Council approval this 8th day of April, 2019 by the City of Auburn, Nebraska.

Dan White, Mayor

Date

Attest:

Sherry Heskett, City Clerk

Date



Exhibit P



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

EXCESSIVE FORCE CERTIFICATION

On this 8th day of April, 20 19, the

Mayor, Dan White of City of Auburn
(Title and Name of Chief Elected Official) (Name of Local Government Unit)

does hereby certify to the Nebraska Department of Economic Development that the

City of Auburn has adopted a policy of enforcing applicable State and local
(Name of Local Government Unit)

laws against the use of excessive force by law enforcement agencies within its jurisdiction
against any individual engaged in nonviolent civil rights demonstrations.

(Chief Elected Official Signature)



Nebraska Department of Economic Development

Revised December 2015



EQUAL HOUSING OPPORTUNITY

AUBURN, NEBRASKA
OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM
PROGRAM INCOME REUSE PLAN
Adopted by City Council Approval on 4-8-19

15 PROGRAM INCOME REUSE PLAN

The City of Auburn wishes to retain program income funds and reuse those funds for additional housing related activities and agrees to comply with the following NDED provisions:

- 1) The City of Auburn will use program income directly generated from the use of CDBG funds to further affordable housing programs eligible under the Nebraska Affordable Housing Act.
- 2) Program Income funds are those funds returned to the City of Auburn during the Affordability Period when the property is sold or is no longer the initial and subsequent homebuyer's principal residence.
- 3) Program Income funds must be utilized for the current Project if the current Project has not been completed. This program income received must be applied to the current Project prior to requesting additional HOME or NAHTF funds.
- 4) The City of Auburn understands that if program income is utilized for another housing related activity, other than for the same activity from the project which generated the program income, then the Grantee will be responsible for developing and utilizing new Program Guidelines for the new eligible activity.
- 5) Up to 10% of program income may be utilized for General Administration expenses.
- 6) If resale provisions are desired to be utilized, the City of Auburn Housing Program Guidelines must be amended. If applicable, and resale provisions are utilized for the project and program income is received, then the subsequent purchasers of each unit will be eligible homebuyers and the original homebuyer will receive a fair return on investment.
- 7) Recapture provisions are utilized for the project. If program income is received, then the amount recaptured cannot exceed the net proceeds. Net proceeds are the sales price minus superior loan repayment (other than NAHP funds) and any closing costs. Recaptured Funds may be used for project costs of loans and for Administrative purposes (maximum of 10% of program income) and Project Management /soft costs for each new unit.
- 8) All program income will be returned to DED for reuse unless DED offers the option to the Grantee to retain the program income or DED approves the grantee's Program Income Reuse Plan prior to receiving Release of Funds.

The 2018 City of Auburn Housing Rehabilitation Program Income Re-use Plan is adopted by City Council approval this 8th day of April, 2019 by the City of Auburn, Nebraska.

Dan White, Mayor

Date

Attest:

Sherry Heskett, City Clerk

Date

CDBG GRANTEE INFORMATION SHEET

This information is provided to the Department of Economic Development to be used in updating mailing lists necessary for distributing CDBG Information. (**Grantee must list Federal Tax ID number and DUNS No.*)

CDBG Grant Number: 18-HO-36067 *Federal Tax ID number: 47-6006083

Local Government Grantee: City of Auburn *DUNS No: 080199193

City Village County of: Nemaha

Mailing Address: 1101 J Street

Auburn, NE 68305

Mayor/Chairperson: Dan White Email: _____

Clerk: Sherry Heskett Email: sherryh@auburn.ne.gov

Local Government CDBG Contact

Complete this item even if the local contact will be the mayor/chairperson or clerk. List below the person from the local government that will serve as the day-to-day contact for the CDBG grant. A local contact person must be designated even if the local government has hired a for-profit or not-for-profit firm as the certified administrator for the grant.

Contact Person/Title: Sherry Heskett, City Clerk

Address (if different than above): _____

Phone Number: 402-274-3420 Fax Number: 402-274-4154

Email Address: sherryh@auburn.ne.gov

Check here if this person will be the Certified Administrator _____
Certified Date _____ Date Expires _____

Limited English Proficiency (LEP)

Same as Local Contact
 Name: _____ Email: _____ Phone: _____

Fair Housing Representative

Same as Local Contact
 Name: _____ Email: _____ Phone: _____

Section 504 Coordinator Employs 15 or more persons Yes No (if Yes, complete the information below)

Same as Local Contact
 Name: _____ Email: _____ Phone: _____

Certified Administrator

Provide the following information if the Certified Administrator is not the Local Contact.

Southeast Nebraska Development District

Firm:			
James Warrelmann			
Name of Grant Administrator			
2100 Fletcher Ave. Ste. 100			
Address			
Lincoln	NE	68521	
City	State	Postal Code	
402-475-2560	402-475-2794		
Phone Number	Fax Number		
Email			
10-11-18	10-5-22		
Certified Date	Date Expires		

Architect, Business, Engineer,
 Development Corporation, or Other

Firm:		
Primary Contact		
Address		
City	State	Postal Code
Phone Number	Fax Number	
Email		
DUNS Number if Business is checked above		

ADDITIONAL CONTACTS: If you want other persons to receive correspondence, please attach listing of names, titles and mailing addresses. This list includes the Architect, Engineer, Development Corporation, Planner, etc.

Nebraska Department of Economic Development

City of Auburn

18-HO-36067

CDBG Grantee

CDBG No.

1101 J Street

Address

Auburn

NE 68305

City

State Zip Code

Sherry Heskett, City Clerk

402-274-3420

Contact Person

Telephone

FINANCIAL MANAGEMENT CERTIFICATION

Check "Yes" or "No" in the column to the left to indicate if your financial management system complies with these statements:

1. Does the financial management system provide for:

YES NO

- (a) proper recording and accounting for all CDBG receipts?
(b) control over and accountability for all funds, property, and other assets?
(c) records that identify the source and use of funds?
(d) the expenditure of CDBG funds within five days of the receipt of funds?
(e) the application of program income to the CDBG fund?
(f) the disbursing of program income prior to making additional drawdowns?
(g) accounting records that are supported by source documents
(h) a comparison of actual expenditures with amounts budgeted for activities within the grant?
(i) audits to be conducted in accordance with 2 CFR part 200, subpart F?
(j) audits of non-profit subrecipients to be conducted in accordance with 2 CFR part 200, subpart F?

2. Are the individuals who are responsible for the financial management of the CDBG:

YES NO

- a) familiar with 2 CFR part 200, subpart E (2 CFR, Part 225) 2 CFR part 200 (2 CFR, Part 85) Treasury Circular 1075 (31 CFR Part 205)?
(b) aware that failure to comply these regulations will result in audit findings and the repayment of ineligible costs to the Department of Economic Development?

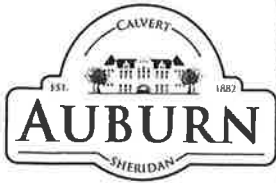
I certify that the above responses are an accurate indication of the status of the financial management system which will be used for the Community Development Block Grant Funds.

SIGNATURE OF MAYOR/CHAIRPERSON

Dan White, Mayor

TYPED NAME

DATE



City of Auburn

1101 J Street
Auburn, Nebraska 68305
402-274-3420
402-274-4154 fax
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MAYOR

Dan White

COUNCIL MEMBERS

Katy Billings

Shawn Clark

Tom Clark

Chris Erickson

Rick Janssen

Jeff Jeanneret

AUTHORIZATION TO REQUEST GRANT FUNDS

- Community Development Block Grant
- HOME Investment Partnership Fund
- National Housing Trust Fund
- Nebraska Affordable Housing Trust Fund
- Rural Workforce Housing Fund

This is to Certify that Dan White and
(TYPED NAME [Mayor/Board Chairperson])

Sherry Heskett are authorized to
(TYPED NAME [Clerk/Executive Director])

request grant funds for Grant Number(s)** 18-HO-36067 ;

and that the signatures appearing below are the true signatures of the
aforementioned individuals.

SIGNATURES OF AUTHORIZED OFFICIALS

Signature

Dan White
Typed Name

Mayor
Title

Email

Date

Signature

Sherry Heskett
Typed Name

City Clerk
Title

sherryh@auburn.ne.gov
Email

Date



NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

April 4, 2019

*City of Auburn, Nebraska
1101 J Street
Auburn, NE 68305
Phone: 402-274-3420*

On or about April 13th, 2019 the City of Auburn will submit a request to the State of Nebraska, Department of Economic Development (NDED) for the release of Community Development Block Grant (CDBG) funds under Title 1 of the Housing and Community Development Act of 1974, as amended, to undertake a project known as Auburn CDBG Owner Occupied Rehabilitation (OOR) for the purpose of completing rehabilitation of qualified existing owner occupied homes within the City of Auburn, Nebraska. A Tier II (Site Specific) review will be completed as sites are selected for the owner occupied rehabilitation (OOR) program. Funding for the project includes \$547,000 in CDBG funds, and no local matching resources, for a total project cost of \$547,000. No additional activities are anticipated within the program area.

The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA) requirements. An Environmental Review Record (ERR) that documents the environmental determinations for this project is on file at the City of Auburn, 1101 J Street, Auburn, NE 68305, and at the Southeast Nebraska Development District (SEND) office located at 2100 Fletcher Avenue, Suite 100, Lincoln, NE 68521, where the environmental review may be examined or copied weekdays 8 A.M to 5 P.M.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the City of Auburn. All comments received by April 12, 2019 will be considered by the City of Auburn prior to authorizing submission of a request for release of funds.

ENVIRONMENTAL CERTIFICATION

The City of Auburn certifies to the Nebraska Department of Economic Development (NDED) that Dan White in his capacity as Mayor consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. Nebraska Department of Economic Development's (NDED) approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Auburn to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

Nebraska Department of Economic Development (NDED) will accept objections to its release of fund and the City of Auburn's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Auburn; (b) the City of Auburn has omitted a step or failed to make a decision or finding

required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by Nebraska Department of Economic Development (NDED); or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to the State of Nebraska, Department of Economic Development at 301 Centennial Mall South, PO Box 94666, Lincoln, NE 68509-4666. Potential objectors should contact the Nebraska Department of Economic Development to verify the actual last day of the objection period.

Dan White, Mayor
City of Auburn, Nebraska

PROFESSIONAL SERVICE AGREEMENT CITY OF AUBURN & SENDD
General Admin Contract for Downtown Revitalization Project

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 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 s part of its CDBG Program Income Reuse Plan for Economic Development with the Department 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: General 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 time of performance will be two years (24 months) from execution of the contract.

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 \$5,000.00.** 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. Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 24 CFR85.42(b)(c) 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

General Administration Contract – Auburn DTR Program Income

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. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 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 or national origin.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Severability

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.

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: Dan White , Mayor

Date: _____

CONSULTANT: SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT

By: _____

Title: Tom Bliss, Executive Director

Date: _____

**PROFESSIONAL SERVICE/CONSULTANT AGREEMENT
BETWEEN CITY OF AUBURN, NEBRASKA & SENDD
CDBG-PLANNING: General Admin**

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

1.0 Scope of Services

SEND shall perform in a satisfactory and proper manner, as determined by the City of Auburn, the following work:

1.1 Files.

SEND shall assist the City in establishing, completing and maintaining all files required by the Nebraska Department of Economic Development (NDED). *SEND* 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. Files shall include, but not necessarily be limited to, the following:

- a. Application and approval
- b. Grant Agreement with "Release of Funds"
- c. Environmental Review
- d. Federal Labor Standards
- e. Equal Opportunity/Affirmative Action
- f. Procurement Standards/Invitation for Bids
- g. Financial Management
- h. Performance and Capacity
- i. Other files required by NDED

1.2 Financial Management

SEND will complete requisition requests and obtain appropriate signatures from City officials and sub-recipients as necessary. The City shall authorize *SEND* to deliver such requests to NDED. *SEND* will check all bookkeeping duties and responsibilities, and will aid in ensuring that expenditures of funds comply with NDED program requirements.

1.3 Performance Reports

During, and at the completion of the program, *SEND* will prepare the required performance report (s) and submit the same to the City's governing board for acceptance. The performance report(s) will include statements addressing:

- a. Project achievement in relationship to CDBG Program Objectives
- b. Assessment of the impact of the project
- c. Job Creation and Job Maintenance

- d. Other performance report requirements

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 \$5,000.00**. The City agrees to pay *SEND*D 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 *SEND*D 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 *SEND*D 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

*SEND*D shall document expenditures of funds in accordance with the purposes and conditions of this contract.

PROFESSIONAL SERVICE AGREEMENT CITY OF AUBURN & SENDD
Construction Management Contract for Downtown Revitalization Project

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 as part of its part of its CDBG Program Income Reuse Plan for Economic Development with the Department 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 **Attachments "A" - Scope of Services and Fee Schedule: Construction Management.**

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 time of performance will be two years (24 months) from execution of the contract.

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 \$5,000.** 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 – Construction Management

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: Dan White, Mayor

Date: _____

CONSULTANT: SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT

By: _____
Title: Tom Bliss, Executive Director

Date: _____

**PROFESSIONAL SERVICE/CONSULTANT AGREEMENT
BETWEEN CITY OF AUBURN, NEBRASKA & SENDD
CDBG- Downtown Revitalization Project: Construction Management**

Attachment “A”- Scope of Services and Fee Schedule: Construction Management

1.0 Scope of Services – Construction Management

SEND D shall perform in a satisfactory and proper manner, as determined by the AUBURN, the following work:

1.1 Costs Associated with Davis-Bacon and Related Acts (DBRA) Compliance

- A.** Securing applicable general wage determination.
- B.** Ensuring all applicable wage rates and labor standard provisions are included in the bid specifications and contract documents.
- C.** Monitoring contractor compliance, including but not limited to:
 - a. Verification of the System for Award Management (SAM) registration as required;
 - b. Site visits to ensure all required federal and state informational posters are properly displayed throughout the project;
 - c. Payroll verifications, or the receipt and review of signed weekly payrolls submitted by all project contractors and/or subcontractors; and
 - d. Completion of employee interviews under all identified wage classifications.

1.2 Amendments

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

3.0 Fee Schedule and Compensation Procedures

3.1 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 \$5,000**. The CITY agrees to pay SEND D for costs incurred within a reasonable period of time following presentation of a detailed accounting of incurred expenses.

3.2 Amendment of Compensation Rate

Provided that actual expenses documented by SEND D 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 SEND D may enter into a separate agreement with other parties to recover, in part or in total, those expenses not allowed under this Contract.

3.3 Accountability

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

LAVIGNE CONSTRUCTION, INC.

1005 G St • Auburn, Ne 68305 • 402-274-3082

AGENDA ITEM
NO 15

Preferred Number for contact Brian Lavigne 402-274-7419

Similar projects we have Purchased and Resold

1. 2319 N St Auburn, Ne
2. 2002 M St Auburn, Ne
3. 1516 N St Auburn, Ne

Property we have purchased and are in the process of rehabilitating 702 14th St (was previously on Nuisance List.)

Improvements to 702 14th St Auburn, Ne (Estimates by subcontractors)

1. New furnace and central air---Completed
2. Rewire and replace Breaker Box with new 150 Amp service --\$3,850.00
3. Drywall Basement-----\$2,500.00

Improvements to 702 14th St Auburn, Ne work to be done by Lavigne Construction

1. Upstairs Bathroom-----\$1,856.13
2. Downstairs Bathroom-----\$2,836.21
3. New windows upstairs-----\$1,989.88
4. Insulation for Basement walls-----\$244.84
5. Egress window for Basement Bedroom-----\$800.00
6. Doors for Basement-----\$594.00
7. Rough Plumbing for Laundry Room and Downstairs Bathroom----\$400.00
8. Insulation in Attic-----\$440.00
9. Paint Exterior -----\$500.00
10. Refinish Hardwood Floors-----\$425.00
11. Paint all interior walls and ceilings-----\$839.00

Energy efficient Improvement Planned

1. New High Efficiency Forced Air Furnace and Central Air
2. New Windows
3. Insulate and finish Basement
4. Insulate Attic
5. Insulate Ceiling Fans and LED Lighting

Received
3-19-19

LAVIGNE CONSTRUCTION, INC.

We anticipate having our house ready for Resale in June of 2019.

Being in the Construction Business we remodel Homes for others and do other home improvements. We feel there is a need for homes priced under \$100,000.00 that are improved and move in ready. We plan to add a third Bedroom, Bathroom and Laundry Room in the Basement of this house. We are going to add an Egress window in the Bedroom we are adding in the basement. We are removing all the Galvanized water lines and running new Pex water lines. Jerry Tuxhorn will be fixing any and all wiring issues plus installing a new 150 Amp Breaker Box. We will be installing new vinyl pocket windows. We have purchased and installed new interior doors upstairs already that are not included with our Estimate. Auburn Plumbing and Heating has already installed a new High Efficiency gas Furnace and Central Air not included with our Estimates.

We Thank You for considering our Project for this program you are offering. Please feel free to contact Brian at any time with questions or if you would like to inspect the property.

Parcel Number: 640004652
Computer ID: 3957-00-0-10110-027-0008
Deed Holder: LAVIGNE CONSTRUCTION INC
Property Address: 702 14TH ST
 AUBURN, 68305-0000 [MAP THIS ADDRESS](#)
Mailing Address: 1005 G ST
 AUBURN, NE 68305-1621 USA
Status: IMPROVED
Use: SINGLE FAMILY
Zoning: SINGLE FAMILY
Location: URBAN
City Size: 2,501 - 5,000
Lot Size: 1 SF - 10,000 SF
Plat Map: 1
Legal Description: HOWE & NIXON SECOND ADD TO AUBURN BLK 27 E50' OF S140' LT 4
 (NOT TO BE USED ON LEGAL DOCUMENTS)
Property Report: [PROPERTY REPORT \(PDF FILE\)](#)



1 / 7



Taxing Districts

District	Description
Master	AUBURN
School District	AUBURN SCHOOL 29

Current Value Information

Land Value	Dwelling Value	Improvement Value	Total Value
\$6,650	\$39,870	\$0	\$46,520

Tax Information

Taxable Value	Exempt Value	Net Taxable Value	Levy	Gross Tax	Homestead Loss	Ag Land Tax Credit	Used Tax Credit	Net Tax
\$46,520	\$0	\$46,520	2.019792	\$939.62	\$0.00	\$0.00	\$40.24	\$899.38

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.

Please click link below for accurate Tax Information

[Get Official Taxes](#)

Prior Year Value Information

Year	Land	Dwelling Value	Improvement Value	Total Value
2018	\$6,650	\$39,870	\$0	\$46,520
2017	\$6,650	\$39,870	\$0	\$46,520
More Years...				

Land Information		
Lot Type	Square Feet	Acres
Sq. Ft x Rate	7,000	0.160

Residential Building Information			
Occupancy	Style	Year Built	Total Living Area
Single-Family / Owner Occupied	1 Story Frame	1930	992

Sale Information			
Sale Date	Amount	Non-Useable Transaction Code	Recording
11/13/2018	\$25,000	13 - Sale After Foreclosure	132 ~453
08/07/2018	\$51,018	12 - Foreclosure	132 ~278
05/31/2017	\$1	4 - Sale not to be used	131 ~214
08/14/2015	\$0	4 - Sale not to be used	114 ~551A
09/25/2009	\$46,500	1 - Normal, Arms-Length Transaction	124 ~036

Ben Adams, Manager. 7

2019 Pool Hires

AGENDA ITEM
NO

16

Shalee Gyhra. 4 **ASSITANT MANAGER (2)**

Morgan Kroll. 4 **ASSITANT MANAGER (1)**

Bailey Arban. 4 **ASSITANT MANAGER (1)**

Sydney Neal. 5

Jackson Boeve. 4

Sydney Reeves. 4

Kathryn Kurdna. 4

Kole Ligouri. 4

Addison Gyhyra. 4

Madison Reiman. 3

Ashley Teten. 3

Hunter Thomas. 3

Allie Binder. 2

Hannah Curry. 2

Bekah Nelson. 2

Hayden Hall. 2

Emma Murphy. 2

Meadow Rightsell. 2

Lainey Stukenholtz. (1/new)

Mollie Grant. (1/new)

Emma Goering. (1/new)

Derek Mason. (1/new)

SUB

Leah Grant. (1/new)

Brad Hall. (1/new)

Parks 2019

William R. Genthe
Noah M. Wynn
(vacant)
Yolanda Y. Kerr

April 8, 2019



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

Street Department Activity Report (March 2019)

- Appliance and Furniture Recycle Lot – 2 time
- Brush Lot – 1 time
- Burned brush lot – 2 times
- Worked on equipment at city shop
- Dog Park – 2 times
- Winter snow removal
- Snow removal at the airport – 1 time
- Worked/rocked alleys for citizens
- Worked on potholes
- Cleaned storm drains

Harry Bridgmon
Street Commissioner



AGENDA ITEM
NO

17

Auburn Memorial Library

1810 Courthouse Ave
Auburn, NE 68305

City Council Report April 2019

- Joel Green presentation
- Mighty Magic Pants concert
- Storytime

Statistical Report:

<u>Date:</u>	<u>Circulation:</u>	<u>Patrons:</u>	<u>Money to City:</u>
March	2,678	1,691	\$407.40
OverDrive	<u>321</u>	<u>64</u>	
	2,999	1,755	
February	2,593	1,555	\$388.45
OverDrive	<u>302</u>	<u>60</u>	
	2,895	1,615	

AGENDA ITEM NO. 17

Budget Reports Submitted by City Treasurer
Receipts by Department

BUDGET REPORT
CALENDAR 3/2019, FISCAL 6/2018

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-00-3200	GEN STATE EQUALIZATION	289,789.25	36,915.05	76,737.26	26.48	213,051.99
01-00-3203	GEN MTR VEHICLE PRORATE	1,400.00		486.41	34.74	913.59
01-00-3205	GEN WORKFORCE HOUSING	255,000.00				255,000.00
01-00-3208	GEN OTHER STATE	22,950.00	4,941.01	4,941.01	21.53	18,008.99
01-00-3301	GEN LICENSES & PERMITS	13,000.00	1,466.00	7,641.00	58.78	5,359.00
01-00-3306	GEN REIM/REFUNDS	7,000.00	15.10	5,472.37	78.18	1,527.63
01-00-3310	GEN FRANCHISE FEES	60,000.00	44,091.47	54,418.64	90.70	5,581.36
01-00-3312	GEN BPW REVENUE PAYMENT	116,000.00	23,717.70	58,632.01	50.54	57,367.99
01-00-3314	GEN ST LIC AND CITY FINES	4,000.00	250.00	2,140.00	53.50	1,860.00
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	47.44	14,717.92
01-00-3332	GEN SALE OF MUNI PROPERTY		27.00	6,384.50		6,384.50-
01-00-3335	GEN CITY SALES TAX	350,000.00	28,695.04	203,544.68	58.16	146,455.32
01-00-3340	GEN INTEREST	500.00	74.40	381.16	76.23	118.84
01-00-3342	GEN PROGRAM & USE FEES	7,000.00	1,905.00	5,025.00	71.79	1,975.00
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	23,384.08	123,636.20	22.03	437,594.25
01-00-3352	GEN MTR VEHICLE TAXES	71,000.00	5,419.21	37,840.18	53.30	33,159.82
01-00-3359	GEN CO TREAS OTHER	100.00				100.00
01-00-3360	GEN MISC REVENUES	140.00	351.95	2,756.97	1,969.26	2,616.97-
01-00-3361	FIRE PROPERTY TAXES	44,919.44	1,880.12	9,940.63	22.13	34,978.81
01-00-3363	FIRE MTR VEHICLE PRORATE	150.00		39.11	26.07	110.89
01-00-3368	FIRE OTHER STATE	2,050.00	397.27	397.27	19.38	1,652.73
01-00-3369	FIRE CO TREAS OTHER	10.00				10.00
	DIFFERENCE	1,909,821.77	173,530.40	620,252.80	32.48	1,289,568.97
	PROOF	1,909,821.77	173,530.40	620,252.80	32.48	1,289,568.97

BUDGET REPORT
CALENDAR 3/2019, FISCAL 6/2018

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
03-00-3201	STREET HIGHWAY ALLOCATION	416,022.00	37,457.22	201,805.72	48.51	214,216.28
03-00-3202	STREET STATE MOTOR VEHICLE FEE	29,000.00		14,983.23	51.67	14,016.77
03-00-3206	INCENTIVE PAYMENT	4,000.00		4,000.00	100.00	
03-00-3306	STREET REIM/REFUNDS			500.00		500.00-
03-00-3335	STREET CITY SALES TAX	50,000.00	4,348.43	35,100.98	70.20	14,899.02
	DIFFERENCE	499,022.00	41,805.65	256,389.93	51.38	242,632.07
	PROOF	499,022.00	41,805.65	256,389.93	51.38	242,632.07

BUDGET REPORT
CALENDAR 3/2019, FISCAL 6/2018

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
04-00-3321	PAVING WATER SEWER		6,893.36	6,893.36		6,893.36-
04-00-3999	TRANSFERS IN			62,725.20		62,725.20-
	DIFFERENCE		6,893.36	69,618.56		69,618.56-
	PROOF		6,893.36	69,618.56		69,618.56-

AGENDA ITEM NO. 17

Budget Reports Submitted by City Treasurer
Expenditures by Department

BUDGET REPORT
CALENDAR 3/2019, FISCAL 6/2018

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-00-4101	GEN SALARIES	147,165.00	12,549.50	72,818.88	49.48	74,346.12
01-00-4102	GEN HEALTH INSURANCE	40,392.00	27.86	14,356.97	35.54	26,035.03
01-00-4103	GEN LIFE INSURANCE	1,200.00	90.41	529.53	44.13	670.47
01-00-4104	GEN PENSION PLAN	5,700.00	466.86	3,265.16	57.28	2,434.84
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	463.50	50.00	463.50
01-00-4111	GEN FICA MATCH	11,258.12	936.74	5,430.87	48.24	5,827.25
01-00-4201	GEN LEGAL EXPENSES	24,000.00	7,765.58	12,989.40	54.12	11,010.60
01-00-4202	GEN UTILITIES	11,000.00	1,063.63	5,630.58	51.19	5,369.42
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		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	1,551.65	36,624.71	80.49	8,875.29
01-00-4208	GEN BLDG & GROUNDS MAINT	3,000.00	1,959.21	2,751.01	91.70	248.99
01-00-4209	GEN EQUIP & EQUIP MAINT	10,000.00	220.41	3,630.29	36.30	6,369.71
01-00-4217	GEN ECONOMIC DEVELOP	7,000.00		7,000.00	100.00	
01-00-4218	GEN STATUTES & REFERENCE	200.00	145.55	145.55	72.78	54.45
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	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	599.24	3,563.11	54.82	2,936.89
01-00-4299	GEN MISC EXPENSES	500.00		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	225.00	4,123.93	12.50	28,876.07
01-00-4810	HOUSING PROGRAMS	200,000.00		42,624.50	21.31	157,375.50
01-00-4900	COMPREHENSIVE PLAN UPDATE/HOUS	18,000.00		11,060.71	61.45	6,939.29
	DIFFERENCE	603,942.12	27,678.89	240,806.26	39.87	363,135.86
	PROOF	603,942.12	27,678.89	240,806.26	39.87	363,135.86

BUDGET REPORT
CALENDAR 3/2019, FISCAL 6/2018

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-02-4206	POLICE SERVICES	340,000.00	27,500.00	162,249.99	47.72	177,750.01
	DIFFERENCE	340,000.00	27,500.00	162,249.99	47.72	177,750.01
	PROOF	340,000.00	27,500.00	162,249.99	47.72	177,750.01

BUDGET REPORT
CALENDAR 3/2019, FISCAL 6/2018

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-05-4101	FIRE DEPT SALARIES	6,000.00	500.00	3,000.00	50.00	3,000.00
01-05-4103	FIRE DEPT LIFE INS	1,800.00	173.25	1,037.03	57.61	762.97
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	229.50	49.89	230.50
01-05-4202	FIRE DEPT UTILITIES	7,500.00	1,101.90	4,679.57	62.39	2,820.43
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	300.00	34.88	560.00
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		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	10.00	158.31	7.20	2,041.69
01-05-4801	BUNKER GEAR/SCBA	16,000.00	150.00	1,158.82	7.24	14,841.18
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	2,023.40	18,538.58	20.12	73,581.42
	PROOF	92,120.00	2,023.40	18,538.58	20.12	73,581.42

BUDGET REPORT
CALENDAR 3/2019, FISCAL 6/2018

PCT OF FISCAL YTD 50.0%

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	695.07	7,411.63	29.65	17,588.37
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		1,443.15	36.08	2,556.85
01-07-4230	PARKS SALES TAX/LODGING	700.00		726.68	103.81	26.68-
01-07-4250	PARKS SUPPLIES & EQUIP	12,000.00	10.00	3,488.56	29.07	8,511.44
01-07-4299	PARKS MISC EXPENSES	500.00				500.00
01-07-4400	CAPITAL OUTLAYS	18,000.00		4,704.00	26.13	13,296.00
	DIFFERENCE	113,612.50	705.07	32,137.92	28.29	81,474.58
	PROOF	113,612.50	705.07	32,137.92	28.29	81,474.58

BUDGET REPORT
CALENDAR 3/2019, FISCAL 6/2018

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-09-4202	SR CENTER UTILITIES	8,000.00	862.47	4,078.54	50.98	3,921.46
01-09-4203	SR CENTER INSURANCE	300.00		470.00	156.67	170.00-
01-09-4206	SR CENTER SERVICES	2,500.00	190.00	1,140.00	45.60	1,360.00
01-09-4208	SR CENTER BLDG & GROUNDS	6,000.00	3,335.95	3,795.60	63.26	2,204.40
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	2.99	2.99	1.00	297.01
		=====	=====	=====	=====	=====
	DIFFERENCE	19,100.00	4,391.41	9,932.13	52.00	9,167.87
		=====	=====	=====	=====	=====
	PROOF	19,100.00	4,391.41	9,932.13	52.00	9,167.87
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 3/2019, FISCAL 6/2018

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
01-51-4101	LIBRARY SALARIES	80,600.00	6,424.19	39,652.36	49.20	40,947.64
01-51-4102	LIBRARY HEALTH INSURANCE	11,721.60	54.20	4,674.43	39.88	7,047.17
01-51-4103	LIBRARY LIFE INSURANCE	350.00	29.59	178.96	51.13	171.04
01-51-4104	LIBRARY PENSION PLAN	3,300.00	245.19	1,585.98	48.06	1,714.02
01-51-4105	LIBRARY WORKMEN COMP	230.00				230.00
01-51-4111	LIBRARY FICA MATCH	6,170.00	483.20	2,983.94	48.36	3,186.06
01-51-4202	LIBRARY UTILITIES	11,000.00	1,579.56	6,349.63	57.72	4,650.37
01-51-4203	LIBRARY INSURANCE	4,200.00		4,118.66	98.06	81.34
01-51-4204	LIBRARY MEMBERSHIPS/SUB	2,000.00	175.00	1,509.61	75.48	490.39
01-51-4205	LIBRARY MEETING EXPENSES	400.00				400.00
01-51-4206	LIBRARY SERVICES	10,000.00	1,074.03	6,132.92	61.33	3,867.08
01-51-4208	LIBRARY BLDG & GROUNDS	6,000.00	159.96	338.44	5.64	5,661.56
01-51-4209	LIBRARY EQUIP & MAINT	5,000.00		2,142.73	42.85	2,857.27
01-51-4228	LIBRARY BOOKS/AVS	20,000.00	1,495.64	9,740.70	48.70	10,259.30
01-51-4230	LIBRARY SALES TAX	60.00		21.25	35.42	38.75
01-51-4250	LIBRARY SUPPLIES/MATERIALS	6,000.00	396.35	2,020.29	33.67	3,979.71
01-51-4299	LIBRARY MISC EXPENSES	500.00		108.52	21.70	391.48
	DIFFERENCE	167,531.60	12,116.91	81,558.42	48.68	85,973.18
	PROOF	167,531.60	12,116.91	81,558.42	48.68	85,973.18

BUDGET REPORT
CALENDAR 3/2019, FISCAL 6/2018

PCT OF FISCAL YTD 50.0%

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	859.32	7,583.01	58.33	5,416.99
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		2,120.89	53.02	1,879.11
01-52-4209	SWIM POOL EQUIP & MAINT	5,000.00				5,000.00
01-52-4230	SWIM POOL SALES TAX	3,800.00		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	80.00	80.00	16.00	420.00
01-52-4400	SWIM POOL CAPITAL OUTLAYS	11,000.00		15,078.62	137.08	4,078.62-
		=====	=====	=====	=====	=====
	DIFFERENCE	139,500.00	939.32	29,328.68	21.02	110,171.32
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	PROOF	139,500.00	939.32	29,328.68	21.02	110,171.32
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BUDGET REPORT
CALENDAR 3/2019, FISCAL 6/2018

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
03-00-4101	STREET SALARIES	140,000.00	15,710.65	76,690.16	54.78	63,309.84
03-00-4102	STREET HEALTH INSURANCE	22,840.00	392.71	8,337.21	36.50	14,502.79
03-00-4103	STREET LIFE INSURANCE	800.00	58.04	350.45	43.81	449.55
03-00-4104	STREET PENSION PLAN	5,000.00	754.87	3,214.38	64.29	1,785.62
03-00-4105	STREET WORKMEN COMP	6,000.00		6,883.04	114.72	883.04-
03-00-4111	STREET FICA MATCH	10,710.00	1,196.67	5,835.54	54.49	4,874.46
03-00-4202	STREET UTILITIES	8,000.00	1,187.03	5,327.79	66.60	2,672.21
03-00-4203	STREET INSURANCE	6,200.00		5,967.06	96.24	232.94
03-00-4206	STREET SERVICES	5,000.00	360.00	4,920.26	98.41	79.74
03-00-4208	STREET BLDG & GR MAINT	500.00				500.00
03-00-4220	STREET SNOW REMOVAL OTH	4,000.00	4,070.00	4,070.00	101.75	70.00-
03-00-4231	STREET ROAD EQUIP PARTS	11,000.00	3,146.22	12,394.31	112.68	1,394.31-
03-00-4232	STREET ROAD EQUIP LABOR	4,000.00	1,265.00	4,830.89	120.77	830.89-
03-00-4240	STREET REIM MEALS/REFUNDS	200.00				200.00
03-00-4250	STREET SUPPLIES			436.36		436.36-
03-00-4256	STREET CHEMICAL SUPPLIES	3,500.00		15.99	.46	3,484.01
03-00-4258	STREET SHOP SUPPLIES	2,100.00	62.00	1,624.56	77.36	475.44
03-00-4259	STREET SHOP TOOLS	1,000.00		114.98	11.50	885.02
03-00-4271	STREET GASOLINE	15,000.00	2,692.41	9,635.85	64.24	5,364.15
03-00-4272	STREET OIL/GREASE/ETC	1,500.00	254.34	386.46	25.76	1,113.54
03-00-4273	STREET TIRES & TIRE REPAIR	3,000.00	965.46	1,290.82	43.03	1,709.18
03-00-4274	STREET ASPHALTIC MATERIALS	10,000.00	137.60	3,367.95	33.68	6,632.05
03-00-4275	STREET GRAVEL & BORROW	6,000.00	1,123.20	3,723.76	62.06	2,276.24
03-00-4277	STREET CONCRETE	10,000.00				10,000.00
03-00-4278	STREET CULVERTS	500.00				500.00
03-00-4279	STREET STEEL PRODUCTS	200.00				200.00
03-00-4280	STREET LUMBER	100.00				100.00
03-00-4283	STREET SIGNS	600.00	28.12	138.66	23.11	461.34
03-00-4287	STREET PAVEMENT MARKING	1,500.00				1,500.00
03-00-4288	STREET FLARES/FLAGS/BARRI	100.00				100.00
03-00-4289	STREET SAFETY PROGRAM	350.00		669.64	191.33	319.64-
03-00-4290	STREET EQUIP/LAND RENTAL	6,000.00	500.00	3,000.00	50.00	3,000.00
03-00-4299	STREET MISC SUPPLIES & MAT	500.00	30.24	168.25	33.65	331.75
03-00-4300	STREET CAPITAL IMPROVE.	50,000.00				50,000.00
03-00-4400	STREET CAPITAL OUTLAYS	88,500.00		12,894.08	14.57	75,605.92
03-00-4700	STREET ASH BORE	200,000.00				200,000.00
03-00-4999	TRANSFER OUT			62,725.20		62,725.20-
	DIFFERENCE	624,700.00	33,934.56	239,013.65	38.26	385,686.35
	PROOF	624,700.00	33,934.56	239,013.65	38.26	385,686.35

BUDGET REPORT
CALENDAR 3/2019, FISCAL 6/2018

PCT OF FISCAL YTD 50.0%

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
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	DIFFERENCE	62,295.00		62,725.20	100.69	430.20-
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		=====	=====	=====	=====	=====
	PROOF	62,295.00		62,725.20	100.69	430.20-
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MONTHLY LAW ENFORCEMENT REPORT TO THE
MAYOR AND CITY COUNCIL OF THE CITY OF
AUBURN

FOR THE MONTH OF MARCH 2019

Total Number of Calls within the City of Auburn	96
Total Number of Ordinance/Animal Calls	6
Total Number of Actual Criminal Cases Reported/Initiated	12

Respectfully submitted,



Brent Lottman
Sheriff

