

Amended on 5/7/2020 @ 5:13 p.m.

AMENDED 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.
MAY 11, 2020.

Attendance at this Public Meeting is being conducted through Zoom Virtual Meetings consistent with the Governor's Executive Order No. 20-03, signed on March 17, 2020 and current Directive Health Measures and recommendations of the CDC and NDHHS.

For the safety and health of the Public and in making all necessary efforts to avoid the possible spread of the COVID-19 virus please stay home and participate through Zoom Meetings on your computer or the Zoom Meetings App on your mobile device. Thank you and see you online!

1. **PLEDGE OF ALLEGIANCE**
2. **ANNOUNCE** – “A copy of the Open Meetings Act is posted on the City Website & attached to this agenda available for public review.”
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. **CONSIDERATION OF LETTER OF SUPPORT** for Highway 75 four-lane express-way bypass around downtown Auburn. *(See April 21, 2020 correspondence on request).*
10. **REVIEW/CONSIDERATION/APPROVAL** of Memorandum of Understanding between the City and the Southeast District Health Department with consideration of terms of Prevention of Spread of Communicable Disease, Illness, or Poisoning. *(Presented by G. Brueggemann &/or R. Critser)*
11. **DISCUSSION & POSSIBLE ACTION ON IMPLICATION OF 2020 SWIMMING POOL SEASON and REC COMPLEX RV PARK OPENING/USE.**
12. **REQUEST TO OPEN REC COMPLEX FIELDS** - to be monitored by volunteers to limit Number of people per field (locked when no volunteer present). *(Presented by Richard Warner)*

13. **CONSIDERATION** of Mayor's Executive Order/Directive signed on April 3, 2020, closing certain City facilities in consideration of the CDC guidelines, HHS regulations and directives by the Governor during this nationwide public health emergency/pandemic.
14. **CONSIDERATION & POSSIBLE APPROVAL** of proposal from Scantron that would implement an IT system infrastructure project through existing BPW technology/equipment and provide managed services support that would solve the city hall server and computer issues
15. **DISCUSSION** Economic Developer/City Administrator Position.
16. **RESOLUTION** to approve use of Community Development Block Grant Commercial Reuse Funding (Downtown Revitalization).
17. **HOMEOWNER OCCUPIED** Housing Grants – **Motion** for Council Approval of Recommendation of Housing Committee for Project #017 and Project #018.
18. **CONSIDERATION OF APPROVAL** – Drawdown #4 and related claims (Owner Occupied Housing Rehab Program #18-HO-36067).
19. **HOUSING PROGRAM GRANT FOR NEW HOUSING** (local funds) – Request for \$10,000 grant by Shane and Kelcie Keeling for construction on Lot 24 of Glenrock Addition, recommended by Housing Committee.
20. **HOUSING PROGRAM REHABILITATION GRANT** – Patricia Reid & Gregory Hepner for Rehabilitation on residence at 1423 13th Street, pursuant to the recommendation of Housing Committee.
21. **CONSIDERATION OF ACCEPTANCE** of nuisance real estate by the City for nuisance abatement at 2020 "M" St., *the S1/2 Lt 2, Blk 5, Calvert's 1st Add.*
22. **CONSIDERATION & ACCEPT** contract with JEO on drawing up the PER (Preliminary Engineering Report) City Fire & Rescue Department and possible funding.
23. **REQUEST FOR APPROVAL** of appraisal being completed on the real estate under option contract for the new City Fire & Rescue Department and consideration of possible funding options.
24. **PROPOSAL TO APPLY** to receive letter of approval from USDA for the city's 20% match for EDA grant, re: City Fire & Rescue Department project.
25. **REQUEST TO SUBMIT** grant application (City Fire & Rescue Department project).
26. **REQUEST/PROPOSAL FOR PURCHASE** of street truck for City Street Department.
27. **REPORTS/RECOMMENDATIONS** - - From Dept. Heads.
 - a. Street Department
 - b. Fire Department
 - c. Library
 - d. Treasurer
 - e. Airport Report

28. **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

29. **ADJOURNMENT.**



84-1407. Act, how cited.

Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

84-1408. Declaration of intent; meetings open to public.

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

84-1409. Terms, defined.

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions.

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;(c) Investigative proceedings regarding allegations of criminal misconduct; or

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting.

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

84-1411. Meetings of public body; notice; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body.

(1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (a) twenty-four hours before the scheduled commencement of the meeting or (b) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public

power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

- (a) Reasonable advance publicized notice is given;
- (b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;
- (c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;
- (d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and
- (e)(i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or
- (ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

- (a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;
- (b) Reasonable advance publicized notice is given which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;
- (c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;
- (d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

- (e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;
 - (f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;
 - (g) The telephone conference call lasts no more than five hours; and
 - (h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that:
 - (i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and
 - (ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.
- Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.
- (4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.
 - (5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by means of electronic or telecommunication equipment. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.
 - (6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

84-1412. Meetings of public body; rights of public; public body; powers and duties.

- (1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.
- (2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.
- (3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making a telephone conference call available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act;

(f) Reasonable arrangements are made to provide viewing at other in-state locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and

(g) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) The public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

(8) Public bodies shall make available at the meeting or the in-state location for a telephone conference call or videoconference, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

84-1413. Meetings; minutes; roll call vote; secret ballot; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Effective Date – September 1, 2019

Distributed by the League of Nebraska Municipalities



Auburn, Nebraska
April 13, 2020

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 April 13, 2020, 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 Nemaha County Courthouse, at the Auburn Post Office and Auburn Memorial Library, and having been transmitted to all members of the City Council, all done on or before April 10, 2020. Attendance at this Public Meeting was conducted through Zoom Virtual Meetings consistent with the Governor's Executive Order No. 20-03, signed on March 17, 2020. 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 the following: "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 and is also posted on the City's website".

Council Member Jeanneret moved to dispense with the reading of the March 9, 2020 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 Billings moved to approve the financial report; Seconded by Council Member Erickson and upon roll call vote, the following Council Members voted "YEA": Tom Clark, Erickson, Janssen, Jeanneret, Billings, and Shawn Clark. The following voted "NAY": No one. Motion: Carried.

The following March claims were presented before the Council for ratification: AFLAC, Wh-73.80; American Recycling & Sanitation, Se-335.00; Baird Holm LLP, Se-1,005.43; BCom Solutions, LLC, Se-980.00; Black Hills Energy, Ut-534.36; Blue Cross-Blue Shield, Ins-5,747.94; Board of Public Works, Ut-4,890.47; Capital Business Systems, Se-Su-450.86; Linda Bantz, Se-400.00; Mark Harms, Ex-500.00; Mid-American Benefits Inc., Ins-61.50; MIT Contracting, CDBG Housing Project (Housing Program Income)-12,305.00; Nemaha County, Se-29,000.00; Nemaha County Treasurer, Refund-11.88; Reditech, Se-235.90; Region V-SENDS, Se-375.00; Southeast NE Development District (Economic Development Program Income) Admin-2,010.47; Southeast NE Development District (Housing Program Income) Admin-8,525.73; The Standard, Ins-386.03; Time Warner Cable, Se-974.36; Tony Hector Backhoe & Trenching, (Housing Program Income) Project-15,743.00; Verizon Wireless, Se-130.10; Windstream, Ut-139.69; Wex Bank, Su-678.48. The following claims (not previously approved by motion or resolution) were presented: Amazon, Bk-AV-635.25; America's Fence Store, Su-48.08; Angelo Ligouri, Se-3,750.87; Auburn Design Shop, Su-Se-18.53; Auburn Memorial Library Petty Cash, Su-56.38; Auburn Newspapers, Se-281.10; Auburn Plumbing, Htg & AC Inc., Su-418.69; Auto Air & Repair, Se-58.88; Baker & Taylor, Bk-465.40; Bennet's Auto Body, Se-252.70; Blackstone Publishing, Bk-AV-542.98; Blanche Caspers, Land Option-250.00; Bulldog Auto Supply Inc., Su-320.07; Center Point Large Print, Bk-AV-318.14; Clinton Clark Stump Removal, Se-150.00; Eakes Office Solutions, Su-679.88; Eggers Brothers Inc., Se-Su-532.50; First National Bank Omaha, Card Transactions-869.38; General Fire and Safety Equipment, Se-746.00; Glenn's Corner Market, Su-138.00; Heath Christiansen, Se-240.00; Lynch's Hardware & Gifts, Su-25.53; Macqueen Equipment, Se-Su-1,983.18; Martin Marietta Materials, Su-1,994.96; Mellage Truck & Tractor, Se-Su-341.30; Menards, Su-845.00; Meyer Laboratory Inc., Su-36.78; Nathan Wright, Se-Reim-216.80; Nebraska Dept. of Transportation, Se-5,413.10; Nemaha County Reim-1,541.75; Petty Cash, Se-Su-179.70; Reditech, Se-607.50; Ricoh USA Inc., Su-12.15; Sack Lumber Co., Su-169.85; Shalyn Harris, Reim-200.00; Southeast Nebraska Development District (DTR Program Income) Se-4,828.04; Stutheit Implement Co., Su-18.40; Sydnie Reeves, Reim-125.00; USPS, Su-110.00.

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

Council Member Erickson moved to approve the claims which have not been previously approved by motion or resolution and ratify the ordinary and necessary expenses allowed and in accordance with Resolution No. 7-11 that was approved February 28, 2011. The foregoing motion was seconded by Council Member Billings 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.

There weren't any requests to attend meetings.

Council Member Tom Clark moved to take bids and allow the Mayor to accept a bid not to exceed \$6,500 for removal of nuisance structures and clean-up at 1118 8th Street, with the cost assessed to property owner and/or the real estate by the passage and adoption of Resolution No. 6-20. The foregoing motion was seconded by Council Member Erickson 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. 6-20
Of
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION TO ACCEPT DEMOLITION BID ON NUISANCE PROPRERTY WITHIN THE COMMUNITY LOCATED AT 1118 8TH ST., AUBURN, NE

WHEREAS, On September 20, 2018, property owner, Keith Williams, was served written notice of nuisance property and demand for abatement, identifying City Code violations at his real estate at 1118 8th St. No corrective action was taken by the Owner.

WHEREAS, On January 14, 2019, the City Council at public session, with written notice mailed to Owner 10 days prior to the Public Meeting, declared 1118 8th St., a public nuisance to the community in need of rehabilitation or removal for the health and welfare of the public. No corrective action was taken by the Owner after receipt of this notice.

WHEREAS, On April 15, 2019, further written notice was served upon the Owner by mail notifying Owner to contact the City Building Inspector to proceed with having the nuisance structure(s) removed and the real estate clean and cleared. The Owner did respond at that time, with his intent for removal of the nuisance condition of the real estate by July, but did not follow through with his identified plan.

WHEREAS, On August 13, 2019, a final written notice was served upon the Owner by mail notifying Owner to contact the City Building Inspector to proceed with having the nuisance structure(s) removed and the real estate clean and cleared. The Owner did again response to this notice with his intent for removal of the nuisance condition of the real estate with City personal, but again failed to follow through within intended plans for his removal of the nuisance.

WHEREAS, On October 29, 2019, the property Owner was served by Sheriff with a Complaint in the District Court for Nuisance Abatement, demanding removal of the nuisance condition on his real estate and within the community. The Owner did again respond by telephone indicating his intent to removal the nuisance condition of the real estate but did not follow through with his intended plans for abatement of the nuisance.

WHEREAS, On January 8, 2020, the Nemaha County District Court Ordered and Directed that after 90 days from said date of Its Order, the City of Auburn, NE, is permitted to clean-up and remove property and structures constituting a nuisance on the premises of and located at 1118 8th St., Auburn, Nemaha County, Nebraska, and assess the costs thereof to the real estate and/or collect cost from the Owner.

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

1. The City of Auburn, NE, hereby authorizes complete removal of the nuisance condition at the 1118 8th St., Auburn, NE, for the total cost of \$6,500, to be assessed to the real estate and/or collected from the property Owner.
2. Acceptance by Contractor of this Agreement shall include the complete demolition, removal, haul away and dumping fees of all debris from the nuisance structures, including inspections, removal of worthless vegetation, and agreed upon tree removal at the identified real estate.
3. The Mayor is authorized to sign any necessary documents, accept bid(s), or take further action on behalf of the City of Auburn, NE, in carrying out the provisions of this Resolution.

Council Member Erickson moved to take bids and allow the Mayor to accept a bid not to exceed \$10,000 for removal of nuisance structures and clean-up at 1622 L Street, with the cost assessed to property owner and/or the real estate by the passage and adoption of Resolution No. 7-20. The foregoing motion was seconded by Council Member Shawn Clark and upon roll call vote, the following Council Members voted "YEA": Billings, Shawn Clark, Tom Clark, and Erickson. The following voted "NAY": Jeanneret and Janssen. Motion: Carried. A true and correct copy of said resolution is as follows:

RESOLUTION NO. 7-20

Of

THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION TO ACCEPT DEMOLITION BID ON NUISANCE PROPRERTY WITHIN THE COMMUNITY LOCATED AT 1622 'L' ST., AUBURN, NE

WHEREAS, On July 27, 2019, property owner, Connie L. Bridgewater, was served written notice of nuisance property and demand for abatement, identifying City Code violations at her real estate at 1622 'L' St. No corrective action was taken by the Owner.

WHEREAS, On September 9, 2019, the City Council at public session declared 1622 'L' St., a public nuisance to the community in need of rehabilitation or removal for the health and welfare of the public. No corrective action was taken by the Owner after receipt of this notice.

WHEREAS, On September 12, 2019, further written notice was served upon the Owner by mail notifying Owner of the Resolution 28-19, and to contact the City Building Inspector to set up a rehabilitation agreement or at the very least, clear and clean-up the property so that it is free of debris. The Owner did not respond.

WHEREAS, On October 31, 2019, the property Owner was served by Sheriff with a Complaint in the District Court for Nuisance Abatement, demanding removal of the nuisance condition on her real estate within the community. Again, the Owner did not respond.

WHEREAS, On January 8, 2020, the Nemaha County District Court Ordered and Directed that after 90 days from said date of Its Order, the City of Auburn, NE, is permitted to clean-up and remove property and structures constituting the nuisance on the premises of and located at 1622

'L' St., Auburn, Nemaha County, Nebraska, and assess the costs thereof to the real estate and/or collect cost from the Owner. The Owner did not comply with the Court's Order.

WHEREAS, In March & April 2020, the property Owner did contact city personal requesting more time to "paint" the structure. The property has since been posted for sale by the Owner, without additional corrective action to abate the nuisance condition of the real estate.

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

1. The City of Auburn, NE, hereby authorizes complete removal of the nuisance condition at the 1622 'L' St., Auburn, NE, for the total cost of \$10,000 to be assessed to the real estate and/or collected from the property Owner.
2. Acceptance by Contractor of this Agreement shall include the complete demolition, removal, haul away and dumping fees of all debris from the nuisance structures, including inspections, removal of worthless vegetation, and agreed upon tree removal, if any, at the identified real estate.
3. The Mayor is authorized to sign any necessary documents, accept bid(s), or take further action on behalf of the City of Auburn, NE, in carrying out the provisions of this Resolution.

Public comment was heard and discussion held on consideration and request for approval of program through Town & Country Veterinary Clinic to trap stray and feral cats inside the Auburn city limits to be spay/neuter and release them back to their place of capture for the purpose of stabilizing and reducing the population of stray and feral cats in city limits. Council Janssen moved to allow the program to continue under the direction of Dr. Bohling with this to be studied, see if an amendment to the city code is needed, and ordinance committee research what other communities are doing. The foregoing motion was seconded by Council Member Billings and upon roll vote, the following Council Members moved "YEA": Billings, Shawn Clark, Tom Clark, Janssen, and Jeanneret. The following voted "NAY": Erickson. Motion: Carried.

Leslie Clark presented a proposal to have a summer sounds concert series. She also said that the program for Auburn's 138th Birthday Celebration has been cancelled due to the coronavirus pandemic. Council Member Tom Clark moved approved to use the \$3,000 previously authorized (amount from Keno funds) for the 138th Birthday and plus an additional \$3,000 from Keno funds for the summer sounds concert series. The foregoing motion was seconded by Council Member Billings 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.

Leslie Clark reported that Honeybees in the Heartland has been selected as a 2020 Nebraska Passport Stop by the Nebraska Tourism Commission and asked that banners denoting this designation be allowed under the four entrance welcome signs during the passport program time period. Council Member Billings moved to approve the request to place banners related to the 2020 Nebraska Passport Stop under the welcome signs. The foregoing motion was seconded by Council Member Janssen 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 Billings moved to allow the placement of signage in Legion Park near the honeybee art display that would tell the history and significance of Honeybees in the Heartland. The foregoing motion was seconded by Council Member Janssen 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.

Brad Gehring with Proseal Inc. presented information regarding the company's pavement preservation services. Council Member Erickson moved to approve the estimate provided by

Proseal Inc. for an asphalt rejuvenator application project involving 35.5 blocks of streets. The foregoing motion was seconded by Council Member Tom Clark 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 on the request on a Class D – Beer, Wine, Distilled Spirits, Off Sale Only License for Mayberry Inc. dba Shell Speedee Mart, 802 J Street. After allowing time for comment the public hearing was closed. Council Member Tom Clark moved that the application for Class D-Beer, Wine, Distilled Spirits, Off Sale Only License for Mayberry Inc. dba Shell Speedee Mart, 802 J Street, be approved. The foregoing motion was seconded by Council Member Shawn Clark 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.

City Attorney Angelo Ligouri provided information regarding the proposed easement in the vicinity of 2500 "P" Street and 1609 25th Street for the area described as the South 15 ft running east and west, of the East-half of Lots 1 thru 4, Block 20, Calvert Addition to Auburn, Nemaha County, Nebraska. Council Member Erickson moved to approve the easement; Seconded by Council Member Janssen 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.

It was noted that a Mayor's Executive Order/Directive was signed on April 3, 2020, closing certain City facilities in consideration of the CDC guidelines, HHS regulations and directives by the Governor during this nationwide public health emergency/pandemic.

Council Member Shawn Clark and Council Member Janssen volunteered to participate in planning meetings being coordinated with Nemaha County Emergency Management, and Southeast District Health Department with regards to the public health pandemic.

Council Member Erickson moved approval for the City to request temporary use of the section of Highway 136 for the parade route for the Nemaha County Fair, on August 10th and August 11th by the passage and adoption of Resolution No. 8-20. The foregoing motion was seconded by Council Member Janssen 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. A true and correct copy of said resolution is as follows:

RESOLUTION NO. 8-20

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 HIGHWAY, 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 136 west from US Highway 75 to L Street for a parade on Monday, August 10, 2020 and Tuesday, August 11, 2020, 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 Transportation (NDOT);

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 Monday, August 10, 2020 and Tuesday, August 11, 2020; 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 NDOT for August 10, 2020 and August 11, 2020.

Liz Cody with Southeast Nebraska Development District presented information regarding completion of environmental reviews pertaining to the Auburn Housing Authority Capital Fund Program. Council Member Erickson moved to approve the Memorandum of Understanding between the City of Auburn and the Auburn Housing Authority for the completion of environmental reviews and the agreement between the City of Auburn and Southeast Nebraska Development District. The foregoing motion was seconded by Council Member Janssen 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 Erickson moved to approve CDBG #18-HO-36067 (Home Owner Occupied Housing) Drawdown #2 and the related claims. The foregoing motion was seconded by Council Member Billings and upon roll call vote, the following Council Members voted "YEA": Janssen, Jeanneret, Billings, Shawn Clark, Tom Clark, and Erickson. The following voted "NAY": No one. Motion: Carried.

Council Member Erickson moved that CDBG #18-HO-36067 (Home Owner Occupied Housing) Project #002, Project #006, Project #007, Project #009, Project #011, Project #015, and both proposals associated with Project #016 be approved as recommended by the Housing Committee. The foregoing motion was seconded by Council Member Shawn Clark 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 CDBG #18-HO-36067 (Home Owner Occupied Housing) Drawdown #3 and the related claims. The foregoing motion was seconded by Council Member Shawn Clark 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.

Council Member Erickson moved to approve the use of Community Development Block Grant Commercial Reuse Funding as suggested by the Revitalization Review Committee by the passage and adoption of Resolution No. 9-20. The foregoing motion was seconded by Council Member Shawn Clark and upon roll call vote, the following Council Members voted "YEA": Shawn Clark, Tom Clark, Erickson, Janssen, Jeanneret, and Billings. The following voted "NAY": No one. Motion: Carried. A true and correct copy of said resolution is as follows:

RESOLUTION NO. 9-20

TO APPROVE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT COMMERCIAL REUSE FUNDING AS SUGGESTED BY THE REVITALIZATION REVIEW COMMITTEE

SUGGESTED ACTIONS OF REVITALIZATION REVIEW COMMITTEE:

Project #	Address	Total Request	Match	Match %	ReUse	ReUse %	Grant	Grant %	Loan	Loan %	Repayment
RU 5	1213 J Street	\$ 2,500	\$ 625	0.25	\$ 1,878	0.75	\$ 1,408.50	0.75	\$ 469.50	0.25	1 year 0%

WHEREAS, the City of Auburn, Nebraska has received a previous Community Development Block Grant for commercial rehabilitation and,

WHEREAS, CDBG reuse funds for commercial rehabilitation are to be used for making grants and loans to private businesses and property owners in accordance with the City's CDBG Downtown Revitalization Reuse Plan, program, and governing regulations, and,

WHEREAS, the City has previously adopted an amended Downtown Revitalization Reuse Plan meeting the requirements of the Community Development Block Grant program and,

WHEREAS, the City of Auburn CDBG Revitalization Review Committee, has recommended commercial rehabilitation applications presented by these area property owners as spelled out in the Memorandum of Understanding (MOU) to finance construction for commercial rehab, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Auburn, Nebraska hereby approves a total granted amount of \$1,408.50 and total loaned amount of \$ 469.50 to the applicant subject to the City's CDBG Downtown Revitalization Reuse Plan, program guidelines and regulatory provisions governing the Downtown Revitalization Reuse Plan and subject to the specific MOU's signed regarding each applicant.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Auburn, that the Mayor is hereby authorized and directed to execute all necessary and appropriate documents on behalf of the City of Auburn to effect acceptance of the suggested grant and loan amounts, contingent upon approval of the property owners and City Attorney as to form.

Council Member Jeanneret reported that following review of the qualifications of the 5 firms submitting proposals to provide PER services for the EDA Fire Hall Project, that JEO Consulting Group was being recommended as the firm to move forward with negotiations on a contract to be reviewed at the next city council meeting. Council Member Jeanneret moved to begin negotiations with JEO Consulting Group for PER services related to the EDA Fire Hall Project; Seconded by Council Member Shawn Clark and upon roll call vote, the following Council Members voted "YEA": Tom Clark, Erickson, Jeanneret, Billings, and Shawn Clark. The following voted "NAY": Janssen. Motion: Carried.

Council Member Shawn Clark moved that the Fire Department Constitution and By-Laws presented be approved; Seconded by Council Member Jeanneret and upon roll call vote, the following Council Members voted "YEA": Janssen, Jeanneret, Shawn Clark, and Tom Clark. The following voted "NAY": Erickson and Billings. Motion: Carried.

Mayor White appointed Matt Fisher to the Auburn Volunteer Fire Department. Upon calling the roll, the following Council Members voted "YEA": Janssen, Jeanneret, Billings, Shawn Clark, Tom Clark, and Erickson. The following voted "NAY": No one. Motion: Carried.

Mayor White proclaimed April 24, 2020 as Arbor Day, which proclamation was:

Proclamation

Nebraska – Home of Arbor Day

Whereas, In 1872, J. Sterling Morton presented a resolution to the Nebraska Board of Agriculture to set aside a special day for the planting of trees, and

Whereas, on the first tree-planting holiday, called Arbor Day, more than one million trees were planted in Nebraska, and

Whereas, Arbor Day is now celebrated in all fifty states to observe the role of trees in our lives and to promote tree planting and care, and

Whereas, trees provide wood products, wildlife habitat, erosion control, clean the air, produce oxygen, and help to lower heating and cooling costs, and

Whereas, trees enhance our business areas and beautify our communities, and

Whereas, Auburn has been recognized as a Tree City USA for 44 years since the program's implementation and desires to continue its tree planting practices,

Now Therefore, I, Dan White, Mayor of the City of Auburn, Nebraska do hereby proclaim **April 24, 2020** as

Arbor Day

in the City of Auburn, and I urge all citizens to celebrate Arbor Day and to support efforts to care for our trees and woodlands, and

Further, I urge all citizens to plant and care for trees and to protect this valuable resource for future generations.

Reports from department heads and council committees were provided. 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 March 2020 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": Jeanneret, Billings, Shawn Clark, Tom Clark, Erickson, and Janssen. 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 April 13,

2020; 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
April 13, 2020

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 April 13, 2020, at 7:00 o'clock P.M., in Regular Meeting, open to the general public. Attendance at this Public Meeting was conducted through Zoom Virtual Meetings consistent with the Mayor's Executive Order No. 20-03, signed on March 17, 2020.

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 the following: "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 and also posted on the City's website".

The City Council approved the March 9, 2020 meeting's minutes as written.

The City Council approved the financial report.

The following March claims were presented before the Council for ratification: AFLAC, Wh-73.80; American Recycling & Sanitation, Se-335.00; Baird Holm LLP, Se-1,005.43; BCom Solutions, LLC, Se-980.00; Black Hills Energy, Ut-534.36; Blue Cross-Blue Shield, Ins-5,747.94; Board of Public Works, Ut-4,890.47; Capital Business Systems, Se-Su-450.86; Linda Bantz, Se-400.00; Mark Harms, Ex-500.00; Mid-American Benefits Inc., Ins-61.50; MIT Contracting, CDBG Housing Project (Housing Program Income)-12,305.00; Nemaha County, Se-29,000.00; Nemaha County Treasurer, Refund-11.88; Reditech, Se-235.90; Region V-SENDS, Se-375.00; Southeast NE Development District (Economic Development Program Income) Admin-2,010.47; Southeast NE Development District (Housing Program Income) Admin-8,525.73; The Standard, Ins-386.03; Time Warner Cable, Se-974.36; Tony Hector Backhoe & Trenching, (Housing Program Income) Project-15,743.00; Verizon Wireless, Se-130.10; Windstream, Ut-139.69; Wex Bank, Su-678.48. The following claims (not previously approved by motion or resolution) were presented: Amazon, Bk-AV-635.25; America's Fence Store, Su-48.08; Angelo Ligouri, Se-3,750.87; Auburn Design Shop, Su-Se-18.53; Auburn Memorial Library Petty Cash, Su-56.38; Auburn Newspapers, Se-281.10; Auburn Plumbing, Htg & AC Inc., Su-418.69; Auto Air & Repair, Se-58.88; Baker & Taylor, Bk-465.40; Bennet's Auto Body, Se-252.70; Blackstone Publishing, Bk-AV-542.98; Blanche Caspers, Land Option-250.00; Bulldog Auto Supply Inc., Su-320.07; Center Point Large Print, Bk-AV-318.14; Clinton Clark Stump Removal, Se-150.00; Eakes Office Solutions, Su-679.88; Eggers Brothers Inc., Se-Su-532.50; First National Bank Omaha, Card Transactions-869.38; General Fire and Safety Equipment, Se-746.00; Glenn's Corner Market, Su-138.00; Heath Christiansen, Se-240.00; Lynch's Hardware & Gifts, Su-25.53; Macqueen Equipment, Se-Su-1,983.18; Martin Marietta Materials, Su-1,994.96; Mellage Truck & Tractor, Se-Su-341.30; Menards, Su-845.00; Meyer Laboratory Inc., Su-36.78; Nathan Wright, Se-Reim-216.80; Nebraska Dept. of Transportation, Se-5,413.10; Nemaha County Reim-1,541.75; Petty Cash, Se-Su-179.70; Reditech, Se-607.50; Ricoh USA Inc., Su-12.15; Sack Lumber Co., Su-169.85; Shalyn Harris, Reim-200.00; Southeast Nebraska Development District (DTR Program Income) Se-4,828.04; Stutheit Implement Co., Su-18.40; Sydnie Reeves, Reim-125.00; USPS, Su-110.00.

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

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

April 13, 2020

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There weren't any requests to attend meetings.

The City Council approved a motion to take bids and allow the Mayor to accept bid for removal of nuisance structures and clean-up at 1118 8th Street, with the cost assessed to property owner and/or the real estate by the passage and adoption of Resolution No. 6-20.

With four Council Members (Billings, Shawn Clark, Tom Clark, and Erickson) voting in favor and two Council Members (Jeanneret and Janssen) voting against, a motion was approved to take bids and allow the Mayor to accept bid for removal of nuisance structures and clean-up at 1622 L Street, with the cost assessed to property owner and/or the real estate by the passage and adoption of Resolution No. 7-20.

Public comment was heard and discussion held on consideration and request for approval of program through Town & Country Veterinary Clinic to trap stray and feral cats inside the Auburn city limits to be spay/neuter and release them back to their place of capture for the purpose of stabilizing and reducing the population of stray and feral cats in city limits. With five Council Members (Billings, Shawn Clark, Tom Clark, Janssen, and Jeanneret) voting in favor and one Council Member (Erickson) voting against, a motion was approved to allow the program to continue under the direction of Dr. Bohling with this to be studied, see if an amendment to the city code is needed, and ordinance committee research what other communities are doing.

Leslie Clark presented a proposal to have a summer sounds concert series. She also said that the program for Auburn's 138th Birthday Celebration has been cancelled due to the coronavirus pandemic. The City Council approved a motion to use the \$3,000 previously authorized (amount from Keno funds) for the 138th Birthday and plus an additional \$3,000 from Keno funds for the summer sounds concert series.

Leslie Clark reported that Honeybees in the Heartland has been selected as a 2020 Nebraska Passport Stop by the Nebraska Tourism Commission and asked that banners denoting this designation be allowed under the four entrance welcome signs during the passport program time period. The request to place banners related to the 2020 Nebraska Passport Stop was approved. A request to allow the placement of signage in Legion Park near the honeybee art display that would tell the history and significance of Honeybees in the Heartland was also approved.

The City Council approved the estimate provided by Proseal Inc. for an asphalt rejuvenator application project involving 35.5 blocks of streets.

Public hearing was held on the request on a Class D – Beer, Wine, Distilled Spirits, Off Sale Only License for Mayberry Inc. dba Shell Speedee Mart, 802 J Street. After allowing time for comment the public hearing was closed and the request was given City approval.

In the vicinity of 2500 "P" Street and 1609 25th Street an easement was approved for the area described as the South 15 ft running east and west, of the East-half of Lots 1 thru 4, Block 20, Calvert Addition to Auburn, Nemaha County, Nebraska.

It was noted that a Mayor's Executive Order/Directive was signed on April 3, 2020, closing certain City facilities in consideration of the CDC guidelines, HHS regulations and directives by the Governor during this nationwide public health emergency/pandemic.

Council Member Shawn Clark and Council Member Janssen volunteered to participate in planning meetings being coordinated with Nemaha County Emergency Management, and Southeast District Health Department with regards to the public health pandemic

Approval was given for the City to request temporary use of the section of Highway 136 for the parade route for the Nemaha County Fair, on August 10th and August 11th noting that the parade route will be the same as last year.

April 13, 2020

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The Memorandum of Understanding between the City of Auburn and the Auburn Housing Authority for the completion of environmental reviews and the agreement between the City of Auburn and Southeast Nebraska Development District were approved.

CDBG #18-HO-36067 (Home Owner Occupied Housing) Drawdown #2 and the related claims were approved.

CDBG #18-HO-36067 (Home Owner Occupied Housing) Project #002, Project #006, Project #007, Project #009, Project #011, Project #015, and both proposals associated with Project #016 were approved as recommended by the Housing Committee.

CDBG #18-HO-36067 (Home Owner Occupied Housing) Drawdown #3 and the related claims were approved.

The use of Community Development Block Grant Commercial Reuse Funding as suggested by the Revitalization Review Committee was approved by the passage and adoption of Resolution No. 9-20.

With five Council Members (Tom Clark, Erickson, Jeanneret, Billings, and Shawn Clark) voting in favor and one Council Member (Janssen) voting against, a motion to begin negotiations with JEO Consulting Group for PER services for the EDA (fire hall project) application was approved.

With four Council Members (Janssen, Jeanneret, Shawn Clark, and Tom Clark) voting in favor and two Council Members (Erickson and Billings) voting against, the Fire Department Constitution and By-Laws were approved.

The City Council confirmed the appointment of Matt Fisher to the Auburn Volunteer Fire Department.

Mayor White proclaimed April 24, 2020 as Arbor Day.

Reports from department heads and council committees were provided. 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 March 2020 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

Auburn, Nebraska
April 20, 2020

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 April 20, 2020, at 6:00 o'clock P.M., in Special Meeting, open to the general public. Advance notice of said Special 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 Auburn Post Office and Auburn Memorial Library, and having been transmitted to all members of the City Council, all done on or before April 17, 2020. Attendance at this Public Meeting was conducted through Zoom Virtual Meetings consistent with the Mayor's Executive Order No. 20-03, signed on March 17, 2020. 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 the City Council Chambers by the entrance door and is also posted on the City's website".

Rick Nelsen, Dr. Ken Lemke, and Nicole Sedlacek with Nebraska Public Power District provided information associated with the process associated with Certified Economic Development Community recertification, Auburn's Target Industry Study and the next steps in the strategic planning process. Discussion was held and no action was taken.

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 Janssen 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 April 20, 2020; 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

April 20, 2020

Page 2

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
April 20, 2020

AGENDA ITEM
NO 5

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There being not 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.

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

CLAIMS REPORT
 Check Range: 4/09/2020- 4/30/2020

AGENDA ITEM
 NO 7

VENDOR NAME	REFERENCE	
GENERAL FUND		
ADMIN		
AFLAC	AFLAC WH	73.80
AMERICAN RECYCLING SANITATION	RECYCLING LOT MONTHLY	335.00
BCom Solutions, LLC	WEBSITE HOSTING/DIGITAL MARKET	980.00
AUBURN BPW	ELEC	427.07
CAPITAL BUSINESS SYSTEMS	COPIER LEASE/SUPPLIES	321.26
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	20.50
REGION V-SENDS	CUSTODIAL SERVICES	102.37
THE STANDARD	LIFE INSURANCE	86.86
TIME WARNER CABLE	PHONE ACCT	448.65
WINDSTREAM NEBRASKA INC	PHONE ACCT	16.44
	ADMIN TOTAL	2,811.95
POLICE DEPARTMENT		
NEMAHA COUNTY	LAW/CODE ENFORCEMENT	29,000.00
	POLICE DEPARTMENT TOTAL	29,000.00
FIRE DEPARTMENT		
BLACK HILLS ENERGY	GAS BILL ACCT	234.99
AUBURN BPW	ELEC	192.27
REGION V-SENDS	CLEANING SERVICE	50.00
THE STANDARD	LIFE INSURANCE	182.66
WEX BANK	FUEL EXPENSE	12.74
	FIRE DEPARTMENT TOTAL	672.66
PARK DEPARTMENT		
AUBURN BPW	ELEC	1,210.68
WEX BANK	FUEL EXPENSE	115.45
	PARK DEPARTMENT TOTAL	1,326.13
SR. CENTER DEPARTMENT		
BLACK HILLS ENERGY	GAS BILL ACCT	33.69
AUBURN BPW	ELEC	524.63
REGION V-SENDS	CUSTODIAL SERVICES	166.38
	SR. CENTER DEPARTMENT TOTAL	724.70
LIBRARY DEPARTMENT		
AMERICAN RECYCLING SANITATION	GARBAGE SERVICE/RECYCLING	39.66
AUBURN BPW	ELEC	592.87
LINDA BANTZ	CUSTODIAL SERVICE	400.00
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	10.25
THE STANDARD	LIFE INSURANCE	29.59
VERIZON WIRELESS	PHONE ACCT	80.02
WINDSTREAM NEBRASKA INC	PHONE ACCT	123.96
	LIBRARY DEPARTMENT TOTAL	1,276.35

CLAIMS REPORT
 Check Range: 4/09/2020- 4/30/2020

VENDOR NAME	REFERENCE	VENDOR TOTAL
POOL DEPARTMENT		
BLACK HILLS ENERGY	GAS BILL ACCT	20.13
AUBURN BPW	ELEC	545.10
TIME WARNER CABLE	PHONE ACCT	126.97

	POOL DEPARTMENT TOTAL	692.20

	GENERAL FUND TOTAL	36,503.99

STREET FUND		
ADMIN		
BLACK HILLS ENERGY	GAS BILL ACCT	44.12
AUBURN BPW	ELEC	648.17
MARK HARMS	LAND USE	500.00
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	30.75
THE STANDARD	LIFE INSURANCE	86.92
TIME WARNER CABLE	PHONE ACCT	41.92
VERIZON WIRELESS	PHONE ACCT	47.19
WEX BANK	FUEL EXPENSE	781.33

	ADMIN TOTAL	2,180.40

	STREET FUND TOTAL	2,180.40

KENO FUND		
KENO BETTERMENT		
NE DEPT. OF REVENUE	KENO TAX JAN-MAR 2020	308.00

	KENO BETTERMENT TOTAL	308.00

	KENO FUND TOTAL	308.00

CDBG GRANT FUND		
ADMIN		
SOUTHEAST NE DEVELOPMENT DIST.	CDBG 18-H0-36067	3,442.90

	ADMIN TOTAL	3,442.90

REUSE HD		
NJC CONTRACTING	CDBG 18-H0-36067	36,308.73

	REUSE HD TOTAL	36,308.73

	CDBG GRANT FUND TOTAL	39,751.63

	Accounts Payable Total	78,744.02
		=====

CLAIMS REPORT
 Check Range: 5/01/2020- 5/07/2020

**AGENDA ITEM
 NO 7**

VENDOR NAME	REFERENCE	
GENERAL FUND		
ADMIN		
AIRSTREAM HEATING AND COOLING	BUILDING MAINTENANCE	95.70
AUBURN NEWSPAPERS	PUBLISHING	412.20
EAKES OFFICE SOLUTIONS	SUPPLIES	229.30
FIRST NATIONAL BANK OMAHA	COMPUTER EXPENSE ADOBE ACROBAT	13.83
gWorks	SUPPLIES	86.66
MEYER LABORATORY INC	SUPPLIES	144.85
MR. LANDSCAPE NURSERY & GARDEN	TREES	316.00
NATHAN LESLIE	LOCAL HOUSING REHAB PROGRAM	1,297.74
NATHAN WRIGHT	HISTORIC PRESERV SERVICES HR	296.70
NEMAHA COUNTY CLERK	FILING FEES	34.00
REDITECH	COMPUTER SERVICES	235.90
	ADMIN TOTAL	3,162.88
FIRE DEPARTMENT		
BULLDOG AUTO SUPPLY INC	PARTS/SUPPLIES	4.16
FIRST NATIONAL BANK OMAHA	CARD TRANSACTIONS	137.88
FIRST WIRELESS INC.	PAGERS/BATTERIES	2,790.00
HEIMAN FIRE EQUIPMENT	SUPPLIES	305.00
	FIRE DEPARTMENT TOTAL	3,237.04
PARK DEPARTMENT		
AMERICAN LAWN CARE INC.	LAWNCARE	1,200.00
FIRST NATIONAL BANK OMAHA	CARD TRANSACTIONS	601.37
FRONTIER COOPERATIVE	PARK CHEMICALS	240.00
MEYER LABORATORY INC	SUPPLIES	34.95
PET PICK-UPS	SUPPLIES	85.93
YOLANDA KERR	FLOWER GARDENING SERVICES	500.00
	PARK DEPARTMENT TOTAL	2,662.25
SR. CENTER DEPARTMENT		
AIRSTREAM HEATING AND COOLING	BUILDING MAINTENANCE	270.91
	SR. CENTER DEPARTMENT TOTAL	270.91
LIBRARY DEPARTMENT		
AIRSTREAM HEATING AND COOLING	PLUMBING SERVICE	127.90
AMAZON	BOOKS/AVS	48.66
AUBURN MEM. LIBRARY PETTY CASH	POSTAGE/ILL	34.64
BAKER & TAYLOR	BOOKS/AVS	506.27
BLACKSTONE PUBLISHING	BOOKS/AVS	666.07
CENGAGE LEARNING INC/GALE	BOOKS/AVS	420.59
ORIENTAL TRADING CO. INC.	SUPPLIES	39.72
RICOH USA, INC	EQUIPMENT COPIES	11.19
WILSON ELECTRIC	ELECTRICAL SERVICES	1,378.30
	LIBRARY DEPARTMENT TOTAL	3,233.34

CLAIMS REPORT
 Check Range: 5/01/2020- 5/07/2020

VENDOR NAME	REFERENCE	VENDOR TOTAL
<hr/>		
POOL DEPARTMENT		
AQUA-CHEM, INC	SUPPLIES	464.59
DARNELL GLASS CO.	POOL DOOR REPAIR	112.50
HAVCO POOLS INC.	POOL PAINTING PROJECT	18,118.00
KATHY BOWMAN	REIM LIFEGUARD TRAINING	200.00

	POOL DEPARTMENT TOTAL	18,895.09

	GENERAL FUND TOTAL	31,461.51

STREET FUND		
AUBURN PLUMBING,HTG & AC INC.	PLUMBING SUPPLIES	2.11
BULLDOG AUTO SUPPLY INC	PARTS/SUPPLIES	178.83
CONCRETE INDUSTRIES INC.	CONCRETE	191.00
EGGERS BROTHERS INC	PARTS/SUPPLIES	5.09
FILTER CARE	FILTERS	16.95
FIRST NATIONAL BANK OMAHA	CARD TRANSACTIONS	7.99
MARTIN MARIETTA MATERIALS	ROCK	2,130.91
SACK LUMBER COMPANY	SUPPLIES	51.05

	TOTAL	2,583.93

	STREET FUND TOTAL	2,583.93

	Accounts Payable Total	34,045.44
		=====

MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF AUBURN, NEBRASKA
And
SOUTHEAST DISTRICT HEALTH DEPARTMENT

WHEREAS, the Southeast District Health Department (the "Department"), pursuant to Neb. Rev. Stat. §§ 71-501 and 71-1626 *et seq.*, is the lead agency responsible for protection of the public with respect to the spread of communicable disease, illness and poisoning in Johnson, Nemaha, Otoe, Pawnee, and Richardson Counties, except for incorporated cities and villages within such counties;

WHEREAS, the City of Auburn, Nebraska (the "Municipality") desires the assistance of the Department and agrees to give control over the protection of its citizens against the spread of communicable disease, illness and poisoning to the Department, pursuant to Neb. Rev. Stat. § 71-1635 and the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 through 13-827;

WHEREAS, the Municipality is willing to support and assist the Department in its disease prevention and control efforts, to the extent of the Municipality's ability to do so;

WHEREAS, the Department is willing to accept control over protecting the Municipality's citizens against the spread of communicable disease, illness and poisoning, as set forth in Neb. Rev. Stat. §§ 71-501 and 71-1626 *et seq.*;

WHEREAS, the Department has enacted regulations titled Prevention of Spread of Communicable Disease, Illness, or Poisoning, pursuant to Neb. Rev. Stat. §§ 71-501 and 71-1626 *et seq.*, relating to the Department's authority to order directed health measures necessary to prevent the spread of communicable disease, illness and poisoning (the "Regulations");

WHEREAS, the Regulations have been approved by the Nebraska Department of Health and Human Services Division of Public Health, and by Nemaha County; and

WHEREAS, in order to carry out the understandings of the Municipality and the Department with respect to the Department's disease prevention and control efforts, including isolation, quarantine and other directed health measures within the Municipality, the Municipality and the Department have agreed to enter into this Memorandum of Understanding.

NOW, THEREFORE, in consideration of the foregoing, the Municipality and the Department agree as follows:

1. Delegation of Disease Prevention and Control Authority by the Municipality. The Municipality hereby delegates control over the protection of its citizens against the spread of communicable disease, illness and poisoning within the Municipality's jurisdiction by authorizing the Department to enforce the Department's Regulations, including isolation, quarantine or other directed health measures, within the jurisdiction of the Municipality.

2. Acceptance of Authority by the Department. The Department hereby agrees to accept the control delegated by the Municipality and to enforce its Regulations within the jurisdiction of the Municipality with respect to and for the benefit of the citizens of the Auburn.

3. Further Assistance of the Municipality. The Municipality agrees to assist the Department in the enforcement of the Regulations, to the extent of the Municipality's ability to provide such assistance, and the Municipality agrees that it shall cause its agencies, departments, employees and officers to take all steps reasonably required to fulfill and carry out the purposes of this Memorandum of Understanding.

4. Waiver of Claims and Indemnification. The Municipality and the Department each agree to waive all claims against the other party for any loss, damage, personal injury or death occurring as a result of that party's performance of this Memorandum of Understanding, provided that such claim is not a result of gross negligence or willful misconduct by either party or its respective personnel. The Municipality and the Department further agree to hold the other party harmless and to indemnify and defend the other party and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party, including reasonable attorneys' fees and costs that may arise from the party's provision of services pursuant to this Memorandum of Understanding.

5. Term. This Memorandum of Understanding shall be in effect for a term of one (1) year from the date of the last signature hereof and shall automatically renew for successive one-year terms, unless terminated by either party by giving written notice to the other party at least ninety (90) days prior to the expiration of the current term.

6. Counterparts. This Memorandum of Understanding may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

IN WITNESS WHEREOF, the parties hereby execute this Memorandum of Understanding as of the date set forth below.

THE CITY OF AUBURN, NEBRASKA

By: _____
Name: R. Daniel White
Title: Mayor
Date: _____

Southeast District Health Department,
a political subdivision of the
State of Nebraska

By: _____
Grant Brueggemann, Executive Director
Date: _____

Southeast District Health Department

Prevention of Spread of Communicable Disease, Illness, or Poisoning

1. SCOPE AND AUTHORITY

- 1.1 These regulations are enacted pursuant to Neb. Rev. Stat. § 71-501, and 71-1626 *et seq.* and apply to the exercise of authority by the Department to order Directed Health Measures necessary to prevent the spread of communicable disease, illness or poisoning.
- 1.2 Nothing in these regulations precludes the Department from requesting voluntary compliance with beneficial health measures.
- 1.3 Nothing in these regulations precludes the Department from referring a matter covered by these regulations to the State Public Health Department at any time.

2. DEFINITIONS

- 2.1 **Chief Medical Officer:** means the state Chief Medical Officer appointed pursuant to Neb. Rev. Stat. § 81-3201, if the State Public Health Department Director is not a Medical Doctor.
- 2.2 **Communicable Disease, Illness, or Poisoning:** means an illness due to an infectious or malignant agent, which is capable of being transmitted directly or indirectly to a person from an infected person or animal through the agency of an intermediate animal, host or vector, or through the inanimate environment.
- 2.3 **Decontamination:** means the removal or neutralizing of contaminating material, such as radioactive materials, biological materials, or chemical warfare agents, from a person or object to the extent necessary to preclude the occurrence of foreseeable adverse health effects. Decontamination includes remediation or destruction of sources of communicable disease or biological, chemical, radiological or nuclear agents.
- 2.4 **Department:** means the Southeast District Health Department
- 2.5 **Directed Health Measures:** means any measure, whether prophylactic or remedial, intended and directed to prevent or limit the spread of communicable disease or to prevent or limit public exposure to or spread of biological, chemical, radiological or nuclear agents.
- 2.6 **Director:** means the Director of the Southeast District Health Department, or a person acting on behalf of the Director as his or her designee.

- 2.7 Health Care Facility:** means any facility licensed under the Health Care Facility Licensure Act, and shall include such additional clinics or facilities not licensed under that act as may be identified in specific orders issued pursuant to these regulations.
- 2.8 Health Care Provider:** means any credentialed person regulated under the Advanced Practice Registered Nurse Act, the Emergency Medical Services Act, the Licensed Practical Nurse-Certified Act, the Nebraska Certified Nurse Midwifery Practice Act, the Nurse Practice Act, the Occupational Therapy Practice Act, the Uniform Licensing Law, or Neb. Rev. Stat. §§ 71-3702 to 71-3715.
- 2.9 Isolation:** means the separation of people who have a specific communicable disease illness or poisoning from healthy people and the restriction of their movement to stop the spread of that disease, illness or poison. In circumstances where animals are agents of spread of communicable disease, illness or poisoning, isolation may apply to such animals.
- 2.10 Local Public Health Department:** means a local public health department as defined by Neb. Rev. Stat. § 71-1626 and its governing officials.
- 2.11 Personal Protective Equipment (PPE):** means equipment ordered or used to protect an individual from communicable disease, illness or poisoning.
- 2.12 Premises:** means land and any structures upon it.
- 2.13 Public Health Authority:** means any individual or entity charged by law with a duty or authority to enforce or carry out a public health function.
- 2.14 Quarantine:** directed to identified individuals or defined populations means the restriction of, or conditions upon, the movement and activities of people who are not yet ill, but who have been or may have been exposed to an agent of communicable disease, illness, or poisoning and are therefore potentially capable of communicating a disease, illness, or poison. The purpose is to prevent or limit the spread of communicable disease, illness or poison. Quarantine of individuals or defined populations generally involves the separation of the quarantined, from the general population. In circumstances where animals are agents of spread of communicable disease, illness or poisoning, quarantine may apply to such animals.
- 2.15 Quarantine and isolation:** These terms *both* include restriction of, or conditions upon, the movement and activities of people to prevent or limit the spread of communicable disease, illness or poisoning. In circumstances where animals are agents of communicable disease, illness or poisoning, either term may apply to such animals.

2.16 Quarantine Officer: means the top law enforcement officer for the county or if a municipality has a municipal law enforcement agency, then the top law enforcement officer for the municipality.

2.17 Quarantine of premises: means restriction of the movement of all people and animals upon, into or out from those premises to prevent or limit the spread of communicable disease or illness or to prevent or limit public exposure to or spread of biological, chemical, radiological or nuclear agents.

2.18 State Public Health Department: means the Nebraska Department of Health and Human Services Division of Public Health or its successor.

3. FINDINGS

3.1 When the Director receives information from The United States Department of Health and Human Services Centers for Disease Control and Prevention, The State Public Health Department, any other Local Public Health Department, communicable disease surveillance conducted by the Southeast District Health Department, treating health care providers or health care facilities that a member or members of the public have been, or may have been exposed to a communicable disease, illness or poisoning by biological, chemical radiological or nuclear agents, the Director will review all information under the following provisions to determine if any Directed Health Measure should be ordered.

3.2 Before ordering a Directed Health Measure, the Director:

3.2.1 Must find both:

3.2.1.1 that a member or members of the public have been, or may have been exposed; and

3.2.1.2 that Directed Health Measures exist to effectively prevent, limit or slow the spread of communicable disease or illness or to prevent, limit or slow public exposure to or spread of biological, chemical, radiological or nuclear agents; and

3.2.2 Must find one or more of the following:

3.2.2.1 that the exposure presents a risk of death or serious long-term disabilities to any person;

3.2.2.2 that the exposure is wide-spread and poses a significant risk of harm to people in the general population; or

3.2.2.3 that there is a particular subset of the population that is more vulnerable to the threat and thus at increased risk; and

3.2.3 May make further finding, in assessing the nature of the risk presented:

3.2.3.1 Whether the threat is from a novel or previously eradicated infectious agent or toxin; or

3.2.3.2 Whether the threat is or may be a result of intentional attack, accidental release, or natural disaster; or

3.2.3.3 Whether any person(s) or agent(s) posing the risk of communicating the disease are non-compliant with any measures ordered by a health care provider.

3.3 If affirmative findings are made pursuant to subsection 3.2 and the Director further finds that a delay in the imposition of an effective Directed Health Measure would significantly jeopardize the ability to prevent or limit the transmission of a communicable disease, illness or poisoning or pose unacceptable risks to any person or persons, the Director may impose any of the Directed Health Measures set out in section 4.

3.4 The Director's findings will be reported to the State Public Health Department Communicable Disease Control program.

3.5 The Director may refer the findings to the Director of the State Public Health Department and defer to that Director for the imposition of measures under the State Public Health Department's authority.

4. DIRECTED HEALTH MEASURES

4.1 Directed Health Measures which may be ordered by the Director are:

4.1.1 Quarantine of individuals, of defined populations, of buildings and premises, or of defined areas, public and private, or of animals.

4.1.1.1 The methods of quarantine may require the individual or population to remain within or outside of defined areas (*cordon sanitaire*) or to restricted activities, which may include "work quarantine" restricting individuals or defined populations to their residence or workplace.

4.1.1.2 In the event that the quarantine of affected premises posing an immediate threat to the public health and safety is determined to be incapable of effective enforcement, the Department may act alone or in concert with any local jurisdiction having condemnation or nuisance abatement authority, to carry out measures effective to remove the threat, including safe demolition of the premises.

4.1.2 Isolation of individuals:

4.1.2.1 At home,

4.1.2.2 In a health care facility, or

4.1.2.3 In another designated area.

4.1.3 Decontamination.

4.1.4 Such other protocols or measures as may be identified as effective against public health threats by the American Public Health Association, the United States Department of Health and Human Services Centers for Disease Control and Prevention or other similar public health authority.

4.2 Any of the Directed Health Measures may include, and are not limited to, any of the following:

4.2.1 Periodic monitoring and reporting of vital signs.

4.2.2 Use of PPE for the performance of specified tasks or at specified premises.

4.2.3 Specific infection control measures including cleaning and disposal of specified materials.

4.3 Any Order of the Director may include temporary seizure or commandeering of personal or real property for public health purposes.

4.4 Directed Health Measures may be directed to an individual, group of individuals, or a population, or directed to the public at large with regard to identified premises or activities and may also include health care providers, health care facilities, health care authorities and public and private property including animals.

5. PROCEDURE

5.1 In making the finding under section 3 and determining the measures under section 4, the Director will consult with the medical director of the Department, and with the state's Chief Medical Officer or other medical and communicable disease control personnel of the State Public Health Department. The Director may make use of the expertise and observations of any health care provider who has treated a person for whom a Directed Health Measure is being considered. The Director will also consider the directives and guidelines issued by the American Public Health Association and the United States Department of Health and Human

Services Centers for Disease Control and Prevention, or their successors, and may consider the directives and guidelines issued by similar public health authorities.

- 5.2** In determining the nature, scope and duration of the Directed Health Measure ordered, the Director, based on the information available at the time of the determination, will:
- 5.2.1** Assess the situation and identify the least restrictive practical means of isolation, quarantine, decontamination or imposition of other directed health measures on persons or property that effectively protects unexposed and susceptible individuals.
 - 5.2.2** When isolation or quarantine is ordered, select a place that will allow the most freedom of movement and communication with family members and other contacts without allowing disease transmission to others and allow the appropriate level of medical care needed by isolated or quarantined individuals to the extent practicable.
 - 5.2.3** For communicable diseases, order that the duration of the Directed Health Measure should be no longer than necessary to ensure that the affected individual or group no longer poses a public health threat.
 - 5.2.4** Give consideration to separation of isolated individuals from quarantined individuals. However, if quarantine or isolation is possible in the affected individual's (s') home, individuals may be isolated with quarantined individuals.
 - 5.2.5** Give consideration to providing for termination of the Order under the following circumstances:
 - 5.2.5.1** If laboratory testing or examination is available to rule out a communicable condition, the Order may provide that proof of the negative result will be accepted to terminate a Directed Health Measure; or
 - 5.2.5.2** If treatment is available to remedy a communicable condition, the Order may provide that proof of successful treatment will be accepted to terminate a Directed Health Measure.

6. ORDER

- 6.1** Upon a finding pursuant to section 3 and determination pursuant to section 4, the Director will issue an Order directed to the affected individual, individuals, entity or entities.
- 6.2** Prior to issuing any Order, the Director will, as required by Neb. Rev. Stat. §71-

1631(10), obtain approval of the Directed Health Measure by the State Public Health Department.

- 6.3** Orders of the Director imposing Directed Health Measures are effective immediately.
- 6.4** Orders will contain the finding and determination and will order the affected person or persons to comply with the terms of the Order, and will also include the following:
- 6.5** Orders of Isolation will contain the following:
 - 6.5.1** Name and identifying information of the individual(s) subject to the order;
 - 6.5.2** Brief statement of the facts warranting the isolation;
 - 6.5.3** Conditions for termination of the order;
 - 6.5.4** Duration of isolation period;
 - 6.5.5** The place of isolation;
 - 6.5.6** Prohibition of contact with others except as approved by the Director or designee;
 - 6.5.7** Required conditions to be met for treatment;
 - 6.5.8** Required conditions to be met for visitation if allowed;
 - 6.5.9** Instructions on the disinfecting or disposal of any personal property of the individual;
 - 6.5.10** Required precautions to prevent the spread of the subject disease; and
 - 6.5.11** The individual's right to an independent medical exam at their own expense.
- 6.6** Orders of Quarantine will contain the following:
 - 6.6.1** Name, identifying information or other description of the individual, group of individuals, premises or geographic location subject to the order;
 - 6.6.2** Brief statement of the facts warranting the quarantine;
 - 6.6.3** Conditions for termination of the order;

- 6.6.4 Specified duration of the quarantine;
 - 6.6.5 The place or area of quarantine;
 - 6.6.6 Prohibition of contact with others except as approved by the Director or designee;
 - 6.6.7 Symptoms of the subject disease and a course of treatment;
 - 6.6.8 Instructions on the disinfecting or disposal of any personal property;
 - 6.6.9 Precautions to prevent the spread of the subject disease; and,
 - 6.6.10 The individual's right to an independent medical exam at their own expense.
- 6.7 Orders of Decontamination will contain the following:
- 6.7.1 Description of the individual, group of individuals, premises, or geographic location subject to the order;
 - 6.7.2 Brief statement of the facts warranting the decontamination;
 - 6.7.3 Instructions on the disinfecting or disposal of any personal property; and,
 - 6.7.4 Precautions to prevent the spread of the subject disease, illness or poison.

7. NOTICE

- 7.1 Orders directed to individuals will be delivered in a manner reasonably calculated to give the individual actual notice of the terms of the Order consistent with the threat of communicable disease. Service may be made by law enforcement personnel or any other person designated by the Director. Personal delivery may be attempted, except in cases when personal delivery would present a risk of spread of disease or exposure to agents that cannot be avoided by measures reasonably available. Electronic transmission by e-mail or telefacsimile will be sufficient, provided that any available means of determining and recording receipt of such notice will be made. If electronic transmission is impossible or unavailable under the circumstances, oral communication by telephone or direct transmission of voice will be sufficient, and such communication will be memorialized at the time it is delivered.
- 7.2 Orders directed to groups of individuals or populations may be disseminated by mass media.

- 7.3 Orders directed to quarantine premises or geographic locations may be disseminated by mass media and will be posted at or near the premises or geographic location in order to be visible and effective to achieve the intended purpose. Copies of the Orders will be delivered to the owners or others in control of the premises, if known, in the same manner as Orders directed to individuals.
- 7.4 The Department will send a copy of the Order to the State Public Health Department Communicable Disease Control program by telefacsimile, e-mail or the Health Alert Network system.

8. ENFORCEMENT

- 8.1 The Department may seek the assistance of the appropriate quarantine officer to enforce any Order.
- 8.2 Department personnel assigned to enforcement of any Order will promote the need for the Directed Health Measure and encourage individuals to comply with all aspects of the Order.
- 8.3 Any individual subject to an Order may at any time present evidence to the Director to show that the Order should be modified or terminated. The Director may or may not modify or terminate the Order at his or her sole discretion.
- 8.4 Any person subject to an Order under these regulations who does not comply may be referred to the County Attorney for prosecution or injunctive action under Neb. Rev. Stat. § 71-506 or § 71-1631.01.

9. COOPERATION AND COORDINATION

- 9.1 The Department may assist or seek the assistance of the State Public Health Department, quarantine officers, other Local Public Health Departments and other public health authorities authorized or required by law to carry out Directed Health Measures in carrying out those measures.
- 9.2 The Department may enter into Inter-local Cooperation agreements in furtherance of the provisions of this chapter, however, the absence of any such agreement will not preclude the Department from exercising its authority pursuant to these regulations.
- 9.3 Treating Health Care Providers must follow and aid affected individuals and populations in compliance with ordered Directed Health Measures.

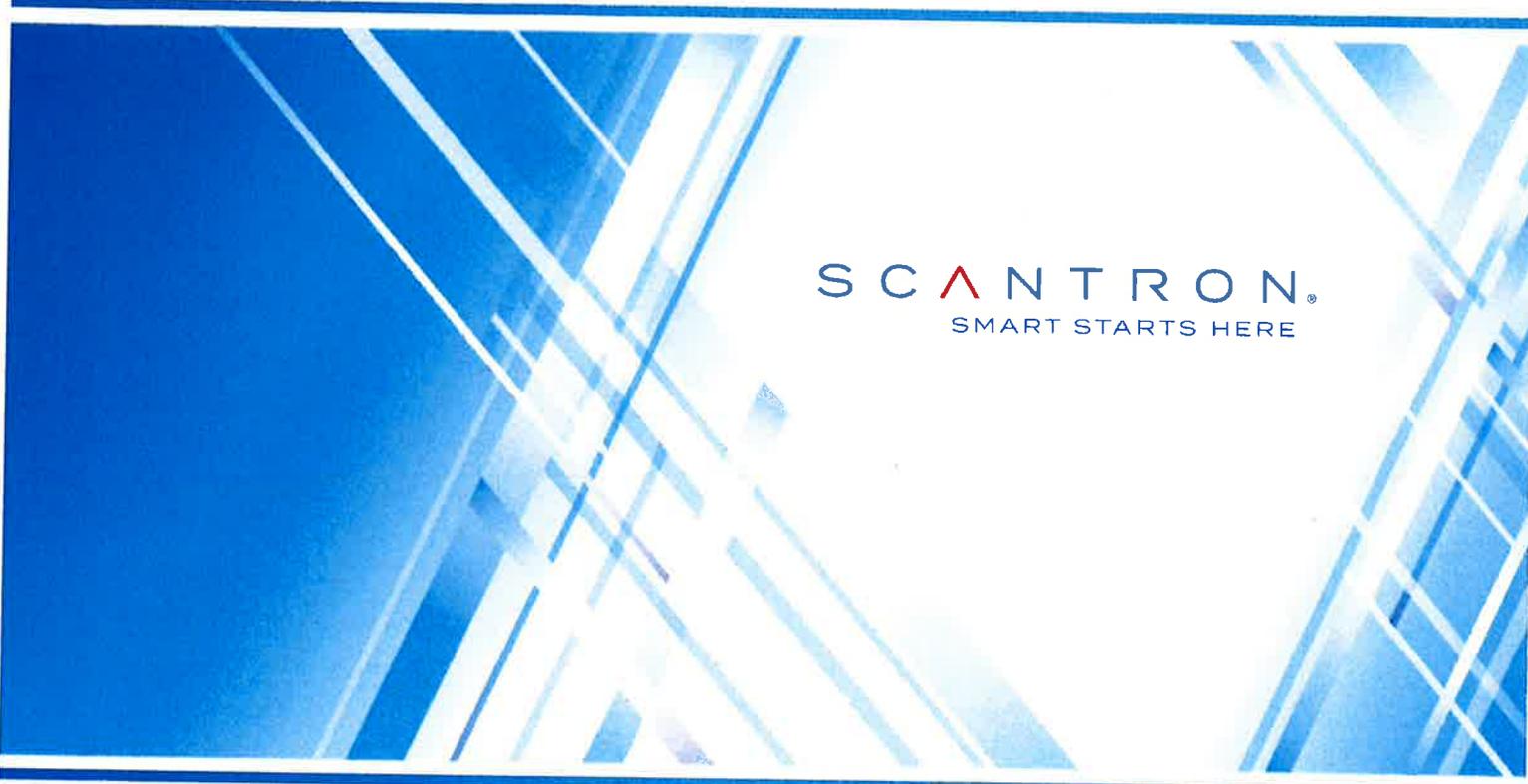
10 REPORTING

- 10.1 Treating Health Care Providers, Health Care Facilities and other persons must report any information known to them concerning any individual or entity

subject to an Order of quarantine, isolation or other Directed Health Measure that is not in compliance with the Order. The report must be made to the State Public Health Department and local law enforcement.

AGENDA ITEM
NO

14



SCANTRON®
SMART STARTS HERE

We have prepared a quote for you

City of Auburn Merger

Quote # 001170
Version 1

Prepared for:

Auburn Board of Public Works

Dave Hunter
dhunter@auburnbpw.com

▶ Project -SOW

City of Auburn Merger Project Scope

Scantron Technology Solutions will perform the following for the implementation of an IT system infrastructure. Items that are not included in the scope below but are within the capabilities and availability of Scantron Technology Solutions, will be defined via change order and billed accordingly.

Disclaimers:

All network drops will need to be installed and terminated at a patch panel by a qualified cabling contractor prior to commencement of this project.

All electrical work will need to be completed prior to commencement of this project.

Scantron Technology Solutions assumes a suitable environment exists for all server/network hardware.

Any time and/or materials charged by third party vendors towards the completion of this project is not included in this scope of work or associated quote.

Installation labor for projects not completed within a single calendar month will be invoiced on a percentage of completion at the end of each calendar month. Associated delivered equipment and software will be invoiced in full.

Included in the scope of work:

Location(s)

City of Auburn

Current Environment

SBS 2011 is in use for DC, files, email. This is no longer supported by Microsoft.

A Watchguard firewall is in use, which Scantron will not be able to support.

A Netgear switch is in use

Laserfiche is used for note-taking

Project Kickoff

Conduct pre-project kickoff meeting, distribute onboarding materials

Pre-Implementation

Project -SOW

Perform network discovery, review and documentation of original hardware configuration and applications

- Server
- Computers
- Firewall
- Switch
- WIFI
- Email
- Backups

Stage and prepare all hardware purchased

- Firewall
- Switch
- WIFI

Deliver equipment to Client site, inventory, unbox

Implementation

Server

Create user accounts on the BoPW domain

Create a file share for the City and assign permissions to align with the City's file share permissions

Migrate files to the BoPW server

Migrate Laserfiche to the BoPW terminal server for remote access

Disjoin City workstations from the City domain and join to the BoPW domain. Migrate user profiles

Decommission the City server and domain

- Disable backups, remove agents, power down, update billing and documentation

Extend Veeam support for BoPW backups

Network

Transfer DNS Zone(s) and registrar (if able)

- DNS may be managed by the state government. Scantron will work with the necessary contacts to ensure DNS

▶ Project -SOW

info is documented and updated as necessary.

Install (1) new FortiGate network security appliance, configure with default web-filtering policy

- Install Firewall Management Service

Configure Site to Site IPSec Tunnel with BoPW

Install and configure (1) new HP switch, configure with default VLAN and management IP address

Install (1) wireless access point, configure with public and private wireless networks

Office 365 – E-Mail

Validate the email domain

- Per RediTech this is hosted on the SBS server, which correlates with MX Lookup tool

Install and configure Azure Active Directory Connect

Provision Office 365 e-mail accounts

Distribute Office 365 "Going Forward" documentation

Configure Email Migration Software

Configure DNS Cutover

Migrate (5) mailboxes to Office 365 Exchange Online, reconfigure Outlook, migrate autocomplete (NK2) lists, migrate signatures, and configure up to (2) mobile devices per mailbox for email access

Configure scan-to-email functionality on up to (2) multi-function copiers/printers

Security and Endpoint Protection

Install and configure Scantron Technology Solutions Managed Total Endpoint Protection on all endpoints

Configure Third Party Patching

Configure Two-Factor Authentication (MFA) for Office 365

Remote Access

Document remote access method(s) and procedures, disseminate to primary contact

Verify that primary contact can successfully gain remote access using the documented remote access method(s).

- NOTE: Additional users who require remote access are encouraged to test the remote access solution prior to project completion. Coordination of testing efforts should be performed by the primary contact after the primary contact successfully tests the remote access solution(s).

▶ Project -SOW

Post-Implementation

Setup Kaseya Discovery

Schedule Help Desk Hand-Off

Secure equipment disposal can be performed by DataShield

- Secure Request Form may be provided by Scantron

Training

Train users on procedures to contact Scantron Technology Solutions for support issues

Project exit criteria:

Infrastructure is implemented/upgraded according to scope of work above

Customer is fully onboarded to and managed through the affianceSUITE solution

- a. Environment is fully documented by Scantron Technology Solutions
 - i. Server/storage/network hardware
 1. Configuration
 2. Serial numbers
 3. Warranty expiration dates
 - ii. ISP information
 1. Circuit details
 2. Support contacts
 - iii. Networked printer configuration detail and support contacts
 - iv. DNS registrar/zone information
 - v. SSL certificates and expiration dates
 - vi. Backup configurations and data exclusions
 - vii. Third party applications and appropriate support contacts
- b. Windows Updates are centrally managed and disseminated by Scantron Technology Solutions to all domain-joined Windows endpoints
- c. AntiVirus/AntiMalware are centrally managed by Scantron Technology Solutions for all endpoints

▶ **Project -SOW**

- d. Scantron Technology Solutions support agent (remote desktop support, PC inventory, etc.) is deployed to all endpoints
- e. Backups are centrally managed and monitored by Scantron Technology Solutions for all protected endpoints
- f. Customer's DNS zone(s) are controlled by Scantron Technology Solutions
- g. Customer is aware of methods available to contact Scantron Technology Solutions for troubleshooting
- h. Customer has received, read, and understood the Scantron Technology Solutions Primary Contact Handbook

Not included in the scope of work:

Installation/termination of cabling, cable runs, or network drops

Configuration/troubleshooting of phone system

3rd-party application vendor consultation beyond what is stated in the scope of work

Office furniture moves or reconfiguration of office furniture layout

Physical move of printers/multifunction copiers

Anything not explicitly defined as "in scope"

Software - Misc

Description	Price	Qty	Ext. Price
Avepoint Office 365 Email Migration Software (Per Mailbox)	\$5.00	6	\$30.00

Subtotal: **\$30.00**

Networking Hardware

Description	Price	Qty	Ext. Price
Fortinet FortiGate 50e - UTM Bundle - security appliance - with 3 years FortiCare 24X7 Comprehensive Support + 3 years FortiGuard - GigE - desktop	\$1,048.75	1	\$1,048.75
Fortinet FortiAP 221E IEEE 802.11ac 1.14 Gbit/s Wireless Access Point - 5 GHz, 2.40 GHz - MIMO Technology - 1 x Network (RJ-45) - Gigabit Ethernet - Ceiling Mountable, Wall Mountable, Rail-mountable	\$386.73	1	\$386.73
HPE OfficeConnect 1920S 24G 2SFP PPOE+ 185W Switch - 24 Ports - Manageable - 3 Layer Supported - Modular - Twisted Pair, Optical Fiber - 1U High - Rack-mountable - Lifetime Limited Warranty	\$344.08	1	\$344.08
Veeam ANNUAL BASIC MNT RNWL VBE STD MLIC2SOCKET BNDL	\$248.77	2	\$497.54

Subtotal: **\$2,277.10**

Recurring Services

Description	Recurring	Qty	Ext. Recurring
KSDU Licensing * KASEYA ~ Software Deployment & Update Licensing * KSDU / 3rd Party Patching	\$30.00	5	\$150.00
Managed Total Endpoint Protection * AntiVirus Licensing & Support Services	\$35.00	5	\$175.00
MSP Professional Desktop Management * Desktop Management & Support Services	\$175.00	5	\$875.00
Managed Firewall Service * Firewall Management / Support	\$1,200.00	1	\$1,200.00
Office 365 - E3	\$245.00	5	\$1,225.00
ProofPoint Email Security Licensing * ProofPoint Email Security: -Email SPAM Filtering - * Email Virus Filtering -Email Content Management	\$30.00	5	\$150.00

Annual Subtotal: **\$3,775.00**

Installation Fees/Labor

Qty	Product Details	Price	Ext. Price
1	Installation - Engineering I Installation Services. Installation hours are Monday through Friday, 8:00am - 5:00pm local time. Any after hours labor is billed at \$210 per hour. Customer may experience down time during data migration. *Note additional fees not included in this agreement: 1. Shipping expenses. 2. Applicable taxes These expenses will be billed upon completion of the installation.	\$4,900.00	\$4,900.00

Subtotal: **\$4,900.00**

City of Auburn Merger

Prepared by:

Scantron Technology Solutions
Robin Ebel
877-333-9006

robin.ebel@scantron.com

Prepared for:

Auburn Board of Public Works
1600 O Street
Auburn, NE 68305
Dave Hunter
(402) 274-4981
dhunter@auburnbpw.com

Ship to:

Auburn Board of Public Works
1600 O Street
Auburn, NE 68305
Dave Hunter
(402) 274-4981
dhunter@auburnbpw.com

Quote Information:

Quote #: 001170
Version: 1
Delivery Date: 04/30/2020
Expiration Date: 05/27/2020

Quote Summary

Description	Amount
Software - Misc	\$30.00
Networking Hardware	\$2,277.10
Installation Fees/Labor	\$4,900.00
Total: \$7,207.10	

Annual Expenses Summary

Description	Amount
Recurring Services	\$3,775.00
Annual Total: \$3,775.00	

Payment Options

Description	Payments	Interval	Amount
GreatAmerica			
36 Months, FMV Lease, 0 Advance Payments	36	Monthly	\$206.22

Summary of Selected Payment Options

Description	Amount
GreatAmerica: 36 Months, FMV Lease, 0 Advance Payments	
Selected Payment	\$206.22
Total of Payments	\$7,423.92

Pricing is Valid for 28 Days. Sales Tax/Freight/Travel/Mileage Charges will be calculated at time of billing.

Scantron Technology Solutions

Auburn Board of Public Works

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: Dave Hunter

Date: _____

SEND D

Southeast Nebraska Development District

www.sendd.org

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

AGENDA ITEM
NO

17

May 4th, 2020

City of Auburn Housing Committee Members

RE: City of Auburn OOR program (18-HO-36067)

Housing Advisory Committee



On May 4th, a bid opening was held at 12:00 P.M., in the afternoon on applicant #017 through the City of Auburn Housing Rehabilitation Program (see attached bid sheet). The following is SENDD's recommendation to the City of Auburn Housing Advisory Committee Members on the following applicants:

FOR PROJECT #017, our Office recommends to award contract to MIT Contracting in the amount of \$22,495.00 from the Affordable Housing Program (AHP).

CONTRACTOR

PROJECT AMOUNT

MIT Contracting
1475 Bluff Rd.
Lincoln, Ne

Recommend to award contract.....

\$22,495.00

MIT Con. has successfully completed similar projects in communities in SENDD's District using CDBG & HOME funds. Olmos Con. is certified in Lead Base Paint training; has the proper insurance coverage; and has adequate manpower to complete project #017.

Sincerely,

Jarett Maxson
SEND D

cc: City of Auburn /
Housing Advisory Committee Members

SEND D

Southeast Nebraska Development District

www.sendd.org

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

AGENDA ITEM
NO

17

May 4th, 2020

City of Auburn Housing Committee Members

RE: City of Auburn OOR program (18-HO-36067)

Housing Advisory Committee



On May 4th, a bid opening was held at 12:00 P.M., in the afternoon on applicant #018 through the City of Auburn Housing Rehabilitation Program (see attached bid sheet). The following is SENDD's recommendation to the City of Auburn Housing Advisory Committee Members on the following applicants:

FOR PROJECT #018, our Office recommends to award contract to MIT Contracting in the amount of \$13,995.00 from the Affordable Housing Program (AHP).

CONTRACTOR

PROJECT AMOUNT

MIT Contracting
1475 Bluff Rd.
Lincoln, Ne

Recommend to award contract.....

\$13,995.00

MIT Con. has successfully completed similar projects in communities in SENDD's District using CDBG & HOME funds. Olmos Con. is certified in Lead Base Paint training; has the proper insurance coverage; and has adequate manpower to complete project #017.

Sincerely,

Jarett Maxson
SEND D

cc: City of Auburn /
Housing Advisory Committee Members

RESOLUTION NO. _____ -20
OF
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

A RESOLUTION FOR THE TRANSFER OF NUISANCE PROPERTY TO THE CITY OF AUBURN, NEBRASKA FOR NUISANCE ABATEMENT.

WHEREAS, pursuant to Resolution No. 31-19 on September 9, 2019, the City declared the below described real estate as a public nuisance to the City, in need of repair or structure removal:

2020 'M' St., Auburn, NE;
Parcel I.D. # 640002382
S1/2 of LT 2, Blk 5, Calvert's First Addition
to the City of Auburn, Nemaha County, Nebraska
(legal is for reference only);
Owners: Robin Rockemann and Alicia St. Clair;
Lienholder: Nevin L. & Lois Miller (H/W)

WHEREAS, the owners & lienholders, of said real estate, acknowledge the nuisance and are seeking to transfer the real estate to the City of Auburn, NE., for nuisance removal and clean-up;

WHEREAS, the property has been vacated and in a dilapidated condition since Fall 2019. The Owners and Lienholders have fully executed transfer to the City by their Verified Grantors Acknowledgement Statement, attached herewith, along with Quitclaim Deeds and lien release transferring the real estate to the City for nuisance abatement pursuant to the terms of their Agreement.

WHEREAS, the Owners and Lienholders hereby request that the City accept the real estate herein for nuisance abatement and the betterment of the community, subject to the provisions of the Owners Verified Grantors

Acknowledgement Statement, attached hereto and incorporated herein by this reference.

WHEREAS, There is a current real estate tax delinquency against the real estate in the amount of appr: \$1,012.36.

WHEREAS, Interest has been expressed to the City by community member(s) for use, maintenance, and ownership of the real estate after nuisance abatement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF AUBURN, NEMAHA COUNTY, NE., AS FOLLOWS:

1. The City Council previously identified the real estate and structures thereon herein identified as a nuisance, in an unsafe and structurally unsound condition, and in such a dilapidated state as to cause health and safety risk to the community. The real estate identified herein remains in said dilapidated condition and continuous to be a nuisance to the community and its residents.

2. The City Council approves the transfer of the real estate identified hereinabove pursuant to the Verified Grantors Acknowledgement Statement for the sole purpose of nuisance abatement and betterment to the community and its residents.

3. The City Council authorizes the payment of delinquent real estate taxes on the real estate and assessment of City cost against the real estate after upon removal of the nuisance condition.

4. The City Council directs, pursuant to the provisions of City Code Section 92.08, for sale of said real estate, after removal of the nuisance, by sealed bid process and authorizes publication for the same.

PASSED and APPROVED, this 11th day of May, 2020.

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

ATTEST:

Sherry Heskett, Municipal Clerk
of the City of Auburn, Nebraska
(Seal)

Prepared by: A. M. Ligouri, Attorney at Law, Ligouri Law Office, P.O. Box 99.
After recording return to: Auburn City Hall, 1101 "J" St.
Copy to: A. M. Ligouri at: amligouri@gmail.com

**NUISANCE ABATEMENT
REAL ESTATE TRANSFER AGREEMENT**

COMES NOW, Property Owners, beneficiaries, Trustee(s) and interested parties, known herein as "GRANTORS",

Robin Rockemann and Alicia St. Clair, both single persons, mother and daughter acting of their own accord;

as well as, Nevin L. Miller and Lois Miller, husband and wife, beneficiaries within Trust Deed with Power of Sale, with Attorney, Kelly J. Werts, as Trustee, filed of record with the Nemaha County Clerk's office, on the 19th day of October, 2018 and recorded in the Book of Mortgages 216, page numbers 228-231,

As title owners, possessors, and mortgage interest owners/beneficiaries ("GRANTORS") of the property (herein after referenced as "Nuisance Property") located at 2020 'M' Street, Auburn, NE 68305, transfer, gift, and release all interest in the Nuisance Property to the:

GRANTEE, the City of Auburn, a municipal corporation, (herein further referred to as "Recipients")

The parties herein above, state, represent, acknowledge, and agree to the following legal terms and conditions in the transfer of the Nuisance Property:

The Nuisance property is currently and has continuously been un-kept, unmaintained, in dilapidated condition, harming the value and aesthetic appeal of the neighborhood around it and the community of Auburn. The Nuisance Property

is a public health and safety concern to the community, likely to attract and maintain rodents and vandals. The Nuisance Property needs demolition, removal, clearing, and maintenance of the residential lot(s).

That the legal description of the real estate herein in Auburn, Nemaha County, Nebraska is:

South Half (S1/2) Lot Two (2), Block Five (5), Calvert's First Addition to the City of Auburn, Nemaha County, Nebraska.

address: 2020 'M' St., Auburn, Nebraska 68305.

(1) That Robin Rockemann and Alicia St. Clair, single persons, mother and daughter,

Nevin L. Miller and Lois Miller, husband and wife, as beneficiaries,

and Kelly J. Werts, as Trustee,

herein agree to transfer, gift, release and revoke all ownership, title, and/or interest within the Nuisance Property pursuant to this Agreement for the benefit of the Community of Auburn, NE, to complete nuisance abatement at said property and transfer or the sale the property subject to cost of abatement/clean-up, for loss or gain to be, to be disbursed through the City.

(2) The GRANTORS agree to hold the Recipient, the City of Auburn, Nebraska, harmless from any notice, claim, and/or demand of physical right of possession by any proposed tenant, holdover tenant, squatter, or otherwise, claiming possession of any type, on the identified property for any purpose or reason.

(3) The GRANTORS, in consideration of complete removal of the structures, debris, and clearing of the Nuisance Property, agree to transfer to the Recipients, the Property herein, for One (1) Dollar and no cents (\$1.00), However, the amount payable by the City to GRANTORS for the purposes of this transaction as the consideration to be paid shall be ZERO & 00/100 Dollars (\$0.00) (the "Total Adjusted Sales Price"). The term Total Adjusted Sales Price has been determined by the GRANTORS and Recipient taking certain agreed upon considerations as stated herein and applying such

considerations and sums to the following: (a) Purchase Price less (b) Grantor adjustments of -\$1.00.

(4) The Recipient acknowledges and understands the immediate need for abatement and removal of the Nuisance Property. The Recipient further acknowledges that the removal of the current nuisance on the real estate is part of Recipient's consideration for receiving the Nuisance Property.

(5) The undersigned states and acknowledges that this real estate transfer is being made between the Grantors herein and the Recipient for proper consideration. The Grantors acknowledge that the property is dilapidated, un-kept, and has no value to the Grantors. The property is a nuisance to the community. The cost, time, and manual laborer that it will take to remove and clear the nuisance and unsightly condition of the real estate is of greater value than the property is worth in its nuisance condition.

(6) The GRANTORS hereby release any and all claims or rights to all property, real or personal on said property, and affirmatively state that she/he/they are not storing any property of another on the Property. The GRANTORS relinquish all claims whatsoever to all property located at the residence or on the Property in general after the date of signing hereinbelow.

(7) The GRANTORS recognize and acknowledge that upon transfer of the Property to the Recipient, they will have no further claim or right in the Property whatsoever.

(8) The GRANTORS state and affirm that there is currently no legal action or proposed legal action against the property, except for the current Nuisance Abatement with the City of Auburn, Nebraska. The GRANTORS affirm that there are no assessments, claims, liens, or encumbrances against the Nuisance Property of any nature, except for past due real estate taxes.

(9) The GRANTORS affirm that she/he/they have not had any remodeling, repairs, or construction work done on or to the Nuisance Property within the last 120 days and will not be contracting for said work in the future. There are no construction liens or possible claims for construction liens against the property.

(10) The GRANTORS affirm that it is their full intention to deed the property over to the Recipient, and upon executing said deed herewith that she/he/they no longer retain any title, interest or possession in said Nuisance property, real estate or personal property located at the Nuisance Property.

(11) The GRANTORS represent, and the Recipient acknowledges and accepts, that the Nuisance Property is being transferred **AS IS** subject to the terms of this Agreement and that the GRANTORS are not making any representations or warranties as to title, boundaries, encroachments, or otherwise located at the Nuisance Property.

(12) The Recipient agrees to pay the deed filing fee and consider real estate taxes (if any) against the Property. The GRANTORS hereby hold the Recipient, the City of Auburn, Nebraska harmless on the Owners duties, representations, and obligations stated herein.

(13) Entire Agreement. This Agreement contains the entire agreement between the parties herein concerning Nuisance Property transfer and the subsequent sale of the Nuisance Property. This agreement supersedes all prior written or oral agreements between the parties herein. No additions or modification of any term or provision shall be effective unless in writing signed by all parties.

(14) Successors & Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

(15) No Third-Party Benefits. No person other than the GRANTORS and Recipient, their permitted successors & assigns, shall have any right of action under this Agreement.

(16) Waivers. No waiver by either party of any provision shall be deemed a wavier of any other provision or of any subsequent breach by either Party of the same or any other provision.

(17) **ACKNOWLEDGEMENTS OF THE GRANTORS & RECIPIENT**. By signing this Agreement, the GRANTORS & Recipient acknowledge the following:

a. They have thoroughly read this Agreement and understand all the provisions;

b. They have had ample opportunity to consult with her/his/their attorney and have asked all questions they may have concerning their rights and obligations under this Agreement and are proceeding knowingly, with a complete understanding of this Agreement;

c. They are completely satisfied with the services of their attorney (if any) and fully understand every aspect of this Agreement;

d. There have been no representations, promises, or agreements made outside of this Agreement and this document contains the entire understanding;

e. They are not under duress or undue influence to sign this Agreement because of either force or threats and their judgment is not clouded by illness, drugs, or alcohol;

f. After careful consideration of all circumstances, they consider this Agreement to be fair and equitable to them;

g. They know and understand that this Agreement is final and binding and will be enforceable in a court of law.

h. They agree that this agreement shall be construed pursuant to the Laws of the State of Nebraska and all disputes (if any) arising from this Agreement shall be subject to legal action in Nemaha County, Nebraska.

(18) Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterparts without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

Based upon the above, the GRANTORS & Recipient are satisfied and fully understand the facts, and with such knowledge they hereby affirm that they are signing this Agreement freely and voluntarily and entirely of their own volition, and they are fully aware that Angelo M. Ligouri, Attorney at Law, only represents the interest of the City of Auburn, Nebraska, for nuisance abatement in this real estate

transfer Agreement and does not represent the GRANTORS in any form or manner herein.

Executed this 28th day of April, 2020.

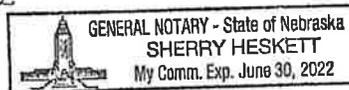
Robin Rockemann
ROBIN ROCKEMANN, Grantor

STATE OF NEBRASKA, COUNTY OF NEMAHA)) ss.

30th The foregoing instrument was acknowledged before me on this day of April, 2020, by **Robin Rockemann**, Grantor.

Sherry Heskett
Notary Public

My commission expires: 6-30-22



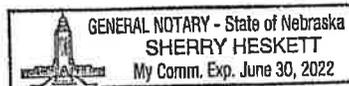
Alicia St. Clair
ALICIA ST. CLAIR, Grantor

STATE OF NEBRASKA, COUNTY OF NEMAHA)) ss.

30th The foregoing instrument was acknowledged before me on this day of April, 2020, by **Alicia St. Clair**, Grantor.

Sherry Heskett
Notary Public

My commission expires: 6-30-22



{This Space is intentionally left Blank}

Nevin Miller
NEVIN MILLER, Husband/Grantor

STATE OF NEBRASKA, COUNTY OF NEMAHA)) ss.

7th The foregoing instrument was acknowledged before me on this day of April, 2020, by **Nevin Miller**, husband, Grantor.



Diane L. Merwin
Notary Public

My commission expires: 8-12-21

Lois Miller
LOIS MILLER, Wife/Grantor

STATE OF NEBRASKA, COUNTY OF NEMAHA)) ss.

7th The foregoing instrument was acknowledged before me on this day of April, 2020, by **Lois Miller**, wife, Grantor.



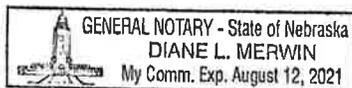
Diane L. Merwin
Notary Public

My commission expires: 8-12-21

Kelly Werts
KELLY WERTS, Trustee

STATE OF NEBRASKA, COUNTY OF NEMAHA)) ss.

7th The foregoing instrument was acknowledged before me on this day of April, 2020, by **Kelly Werts**, as Trustee.



Diane L. Merwin
Notary Public

My commission expires: 8-12-21

Grantee:

City of Auburn, Nebraska

Executed this ____ day of April, 2020.

R. DANIEL WHITE, City of Auburn, NE
Mayor

ATTEST:

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

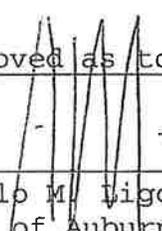
(Seal)

Approved by:

Jason Armknecht, City Building Insp.
City of Auburn, NE

Date: _____

Approved as to Form & Legality:



Angelo M. Vigouri, Attorney,
City of Auburn, NE

Date: 4-25-2020

Approved by:

Dave Hunter, Board of Public Works
City of Auburn, NE

Date: _____

LIGOURI LAW OFFICE

ATTORNEYS AT LAW
1118 15TH STREET
P.O. BOX 99
AUBURN, NEBRASKA 68305

LOUIE M. LIGOURI
ANGELO M. LIGOURI

TELEPHONE 274-5484
FACSIMILE 274-3686
AREA CODE 402

**NOTICE AND ACKNOWLEDGMENT FOR REAL ESTATE TRANSFER
PURSUANT TO NUISANCE ABATEMENT**

(A) The Grantors herein below acknowledge that they have been informed by Angelo M. Ligouri, on behalf of the City of Auburn, NE, that Grantors request to transfer the real estate located at 2020 'M' Street, Auburn, NE, to the City of Auburn, NE, pursuant to the Nuisance Abatement Real Estate Transfer Agreement executed and signed on this date, **REMAINS** subject to the acceptance and approval by the necessary parties to the Nuisance Abatement Real Estate Transfer Agreement, including the: Board of Public Works (BPW), City Building Insp. and the City of Auburn, NE.

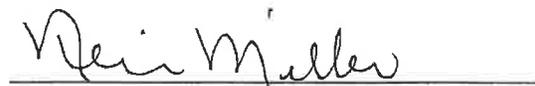
(B) Grantors further acknowledge that if any of the necessary parties denies the real estate transfer, after considering the same, the Grantors will maintain her/his/their interest in real estate and the proposed transfer in all respects shall be null and void and of no effect.

The Grantors below named, hereby acknowledge notice and agreement with the above provisions within Paragraphs (A) and (B) herein in all respects.

Executed this 28th day of April, 2020.


Robin Rockemann, Grantor


Alicia St. Clair, Grantor


Nevin Miller, Grantor


Lois Miller, Grantor


Kelly Werts, Atty, as Trustee

Upon recording mail to: Auburn City Hall, 1101 J Street, Auburn, NE 68305.

QUITCLAIM DEED

Robin Rockemann, a single person, and Alicia St. Clair, a single person, mother and daughter, herein called the GRANTORS, in consideration of One Dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged, hereby quitclaims, grants, conveys, and confirms unto The City of Auburn, NE, a municipal corporation, herein called the GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. section 76-201) in Nemaha County, Nebraska, to wit:

South Half (S1/2) of Lot Two (2), Block Five (5), Calvert's First Addition to the City of Auburn, Nemaha County, Nebraska.

Property Address: 2020 'M' Street, Auburn, NE 68305.

To have and to hold said interest(s) in and to the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto Grantee and to Grantees' heirs and assigns forever.

Executed this 30th day of April, 2020.

GRANTORS:


Robin Rockemann

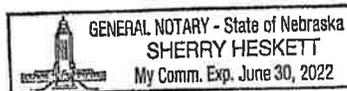

Alicia St. Clair

STATE OF NEBRASKA, COUNTY OF NEMAHA)) ss.

The foregoing instrument was acknowledged before me on this 30th day of April, 2020, by Robin Rockemann & Alicia St. Clair, a single persons, Grantors.


Notary Public

My commission expires: 6-30-22



Upon recording mail to: Auburn City Hall, 1101 J Street, Auburn, NE 68305.

QUITCLAIM DEED

Nevin L. Miller and Lois Miller, husband and wife, herein called the GRANTORS, in consideration of One Dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged, hereby quitclaims, grants, conveys, and confirms unto The City of Auburn, NE, a municipal corporation, herein called the GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. section 76-201) in Nemaha County, Nebraska, to wit:

South Half (S1/2) of Lot Two (2), Block Five (5), Calvert's First Addition to the City of Auburn, Nemaha County, Nebraska.

Property Address: 2020 'M' Street, Auburn, NE 68305.

To have and to hold said interest(s) in and to the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto Grantee and to Grantees' heirs and assigns forever.

Executed this 7th day of ~~April~~ ^{May} 2020.

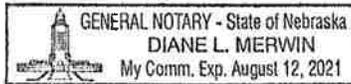
GRANTORS:

Nevin L. Miller
Nevin L. Miller, Husband

Lois Miller
Lois Miller, Wife

STATE OF NEBRASKA, COUNTY OF NEMAHA)) ss.

The foregoing instrument was acknowledged before me on this 7th day of ~~April~~ ^{May} 2020, by Nevin L. Miller and Lois Miller, husband and wife, Grantors.



Diane Merwin
Notary Public

My commission expires: 8-12-21

RELEASE OF TRUST DEED

WHEREAS, Nevin L. Miller and Lois Miller, husband and wife, as Beneficiaries, and Attorney, Kelly J. Werts, as Trustee, of the Trust Deed with Power of Sale, filed of record with the Nemaha County Clerk's office, on the 19th day of October, 2018, and recorded in the Book of Mortgages 216, page numbers 228-231, on and against the following legal described real estate:

South Half (S1/2) of Lot Two (2), Block Five (5), Calvert's First Addition to the City of Auburn, Nemaha County, Nebraska.

NOW THEREFORE, Nevin L. Miller and Lois Miller, husband and wife, as Beneficiaries & Attorney, Kelly J. Werts, as Trustee, within and for Trust Deed with Power of Sale, filed of record with the Nemaha County Clerk's office, on the 19th day of October, 2018, and recorded in the Book of Mortgages 216, page numbers 228-231,

DOES HEREBY RELEASE & CONVEY, to the person or persons legally entitled thereto, the estate, title and interest held by Nevin L. Miller and Lois Miller, husband and wife, as Beneficiaries, and Attorney, Kelly J. Werts, as Trustee, under said Trust Deed as herein previously stated, filed of record in the Book of Mortgages 216, page numbers 228-231.

DATED the 7th day of April, 2020.

[Signature]
Kelly J. Werts, Trustee

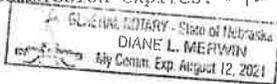
STATE OF NEBRASKA, COUNTY OF Nemaha) ss.

On May 7, 2020, before me, a Notary Public personally appeared, Attorney, Kelly J. Werts, as Trustee, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 8-12-21



[Signature]
Nevin L. Miller, Husband

[Signature]
Lois Miller, Wife

STATE OF NEBRASKA, COUNTY OF NEMAHA) ss.

On May 7, 2020, before me, a Notary Public personally appeared Nevin L. Miller and Lois Miller, husband and wife, as Beneficiaries, personally known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 8-12-21



**AGREEMENT
BETWEEN OWNER AND ARCHITECT
FOR
PROFESSIONAL SERVICES**

AGENDA ITEM
NO 22

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between the City of Auburn (“Owner”) and JEO Architecture, Inc. (“Architect”).

Owner’s project, of which Architect’s services under this Agreement are a part, is generally identified as follows:

Auburn Fire Station – Preliminary Design Services (“Project”).

Architect’s services under this Agreement are generally identified as follows: JEO will provide Preliminary Design services for the Auburn Fire Station project as described in the Architect’s scope of services - Exhibit A.

Owner and Architect further agree as follows:

ARTICLE 1 - SERVICES OF ARCHITECT

1.01 Scope

- A. Architect shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - Compensation

3.01 Compensation

- A. Owner shall pay Architect as set forth in Exhibit A and per the terms in Exhibit B.
- B. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Architect. The current Standard Hourly Rate Schedule is available upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

5.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Architect and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

This Agreement will be effective on _____, 2020 (which is the Effective Date of the Agreement).

Owner:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Architect: JEO Architecture, Inc.



By: Corey E. Brodersen

Title: Architecture Department Manager

Date Signed: May 6, 2020

Address for giving notices:

JEO Architecture, Inc.

2700 Fletcher Ave.

Lincoln, NE 68504



**SCOPE OF SERVICES
AUBURN FIRE STATION
PRELIMINARY DESIGN SERVICES**

The scope of services for the Auburn Fire Station –Preliminary Design Services is limited initially to efforts that surround programming of the building spaces and architectural preliminary design. Following this initial project phase there will be a need for additional project phases. The additional project phases include finalizing the Schematic Design with the Design Development, Construction Documents, Bidding and Construction Administration phases to follow. Services for these project phases (scope and fee) will be negotiated after completion of the Preliminary Design Services and approval of the project to move forward.

YOUR PROJECT:

Your project consists of the initial preliminary design services for a new fire station to be located on a site in Auburn, NE. While the final building size has not been fully determined, it is expected that the new fire station facility will be approximately 80' x 220' or 17,600 square feet in size. It is anticipated that the new building design will be a Pre-Engineered Metal Building (PEMB) structure. Along with providing preliminary design services, JEO will assist by developing an opinion of probable construction cost that will be submitted for Section C of the Preliminary Engineering Report (PER).

What follows is a basic scope of services for this initial Preliminary Design Phase along with a list of deliverables which will be developed as a foundation for the project.

SCOPE OF SERVICES:

1. Preliminary Design
 - a. JEO shall assist the City of Auburn and the Auburn Fire Department in confirming the programming spaces for the new fire station facility.
 - b. JEO shall provide Preliminary Design Documents based on the established program.
 - c. The Preliminary Design Documents shall illustrate and describe the design of the project by establishing the scope, relationships, forms, size and appearance by means of plans and elevations.
 - d. Upon completion of the initial Preliminary Design, JEO shall also provide a preliminary opinion of probable construction cost based on the overall size of the building and current square foot cost for construction of similar projects.
2. Deliverables (Preliminary Design Documents)
 - a. Preliminary site layout plan
 - b. Preliminary floor plan
 - c. Preliminary exterior elevations / preliminary exterior 3D rendering
 - d. Preliminary opinion of probable construction cost
 - e. Assistance with Section C of the PER.
3. Travel expectations
 - a. For this initial phase of your project (Preliminary Design Phase), we have not included any site visits/meetings, instead we will develop the preliminary design based on the design of similar fire stations we've recently completed along with the programming information provided to us.

TERMS AND CONDITIONS:

1. Compensation
 - a. For the Preliminary Design services described herein, JEO proposes to provide the services for a lump-sum fee of \$6,000.00.
2. Reimbursable Expenses
 - a. Typical reimbursable expenses are included in the lump-sum fee.
 - b. The Auburn Fire Department shall be responsible for printing of information and/or drawings/images that may require standard format bulk printing.
3. Additional Services
 - a. For Additional Services, whether requested in writing or verbally by the Owner, work shall be completed at standard hourly rates or based on a negotiated lump sum fee.
 - b. Typical additional services include but may not be limited to any requested increase in the scope of the work.
4. Contract Time
 - a. If the Basic Services covered by this Agreement have not been completed by June 15, 2020, through no fault of JEO, extension of JEO's services beyond that time shall be compensated as additional services.

JEO Architecture, Inc.
GENERAL CONDITIONS

Exhibit B

1. SCOPE OF SERVICES: JEO Architecture, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other



JEO Architecture, Inc.
GENERAL CONDITIONS

Exhibit B

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use 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 pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Architect shall require the same of each consultant.

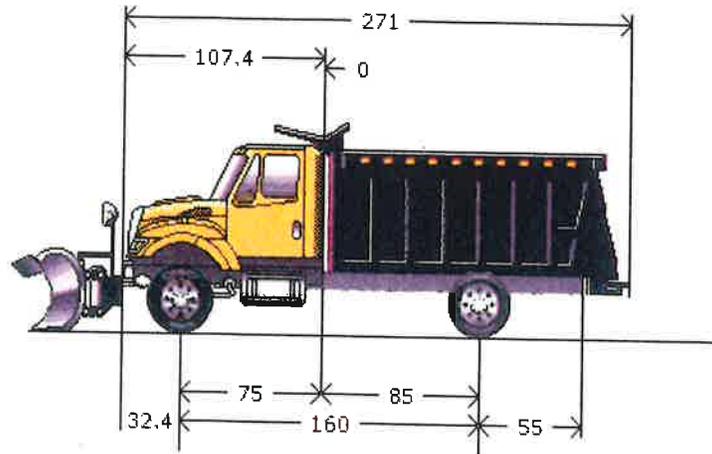


26

Prepared For:
City of Auburn/Board of
Harry Bridgmon
1600 O St.
Auburn, NE 68305-
(402)274 - 4981
Reference ID: Dump W/ Sander

Presented By:
CORNHUSKER INTERNATIONAL TRUCKS, INC
Rob Roane
4502 S. 110th Street
Omaha NE 68137 -
(402)331-8801

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



**Model Profile
2021 HV507 SFA (HV507)**

- AXLE CONFIG:** 4X2
- APPLICATION:** Front Plow with spreader
- MISSION:** Requested GVWR: 35000. Calc. GVWR: 36220
Calc. Start / Grade Ability: 44.14% / 2.83% @ 55 MPH
Calc. Geared Speed: 73.5 MPH
- DIMENSION:** Wheelbase: 160.00, CA: 85.00, Axle to Frame: 55.00
- ENGINE, DIESEL:** {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
- TRANSMISSION, AUTOMATIC:** {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
- CLUTCH:** Omit Item (Clutch & Control)
- AXLE, FRONT NON-DRIVING:** {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
- AXLE, REAR, SINGLE:** {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.63
- CAB:** Conventional, Day Cab
- TIRE, FRONT:** (2) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
- TIRE, REAR:** (4) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
- SUSPENSION, REAR, SINGLE:** 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
- PAINT:** Cab schematic 100WK
Location 1: 4017, Dark Safety Yellow (Prem)
Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
HV50700	Base Chassis, Model HV507 SFA with 160.00 Wheelbase, 85.00 CA, and 55.00 Axle to Frame.	5946/3741	9687	\$99,791.00
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8	\$84.00
1572	TOW HOOK, REAR (2)	0/10	10	\$75.00
1ANA	AXLE CONFIGURATION {Navistar} 4x2	0/0	0	\$0.00
	<u>Notes</u> : Pricing may change if axle configuration is changed.			
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	105/221	326	\$783.00
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty	0/0	0	\$0.00
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	144/-39	105	\$590.00
1WDU	CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump	41/4	45	\$155.00
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	0/0	0	\$0.00
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity	60/0	60	\$973.00
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers	44/0	44	\$311.00
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0	\$0.00
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6			
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers	26/0	26	(\$1,368.00)
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0	\$0.00
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0	\$0.00
4EBT	AIR DRYER {Bendix AD-IP} with Heater	9/18	27	\$526.00
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	0/39	39	\$0.00
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	18/0	18	\$0.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/26	26	(\$1,524.00)
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0	\$0.00
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	12/9	21	\$50.00
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail	0/0	0	\$151.00
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	5/0	5	\$35.00
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/6	6	\$70.00
5710	STEERING COLUMN Tilting and Telescoping	16/3	19	\$463.00
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0	\$0.00
5PSA	STEERING GEAR {Sheppard M100} Power	0/0	0	\$0.00
6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2	6/22	28	(\$249.00)
7BEV	AFTERTREATMENT COVER Steel, Black	10/3	13	\$0.00
7BKS	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	121/55	176	\$2,128.00
7WAZ	TAIL PIPE (1) Turnback Type	0/0	0	\$64.00
7WDM	EXHAUST HEIGHT 10'	2/0	2	\$0.00
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	0/0	0	\$0.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0	\$0.00
	<u>Includes</u>			
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab			
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel			
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever			
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light			
	: STARTER SWITCH Electric, Key Operated			
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector			
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature			
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever			
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted			
	: WIRING, CHASSIS Color Coded and Continuously Numbered			
8541	HORN, ELECTRIC (2) Disc Style	1/0	1	\$29.00
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense	0/0	0	\$0.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2	\$100.00
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	21/32	53	\$103.00
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness	2/0	2	\$163.00
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0	\$48.00
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input	0/0	0	\$368.00
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3	\$120.00
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2	\$158.00
8TPS	STOP, TURN, TAIL & B/U LIGHTS {Weldon} Multi-Function LED Lamp, Mounted Inside Rails, Includes LED License Plate Light	-3/14	11	\$250.00
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab	-35/12	-23	\$101.00
8WBW	JUMP START STUD Remote Mounted	2/0	2	\$168.00
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	2/1	3	\$59.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0	\$0.00
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0	\$42.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	8/1	9	\$193.00
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0	\$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0	\$0.00
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0	\$0.00
8XHN	HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord	3/0	3	\$94.00
9585	FENDER EXTENSIONS Rubber	6/0	6	\$104.00
9AAB	LOGOS EXTERIOR Model Badges	0/0	0	\$0.00
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0	\$0.00
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10	\$167.00
9HBM	GRILLE Stationary, Chrome	0/0	0	\$0.00
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2	\$76.00
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5	\$131.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0	\$0.00
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"			
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0	\$0.00
10769	PAINT CLASS Premium Color	0/0	0	\$600.00
10943	KEYS - ALL ALIKE Fleet - Includes Ignition and Cab Door Keys	0/0	0	\$48.00
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0	\$0.00
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0	\$0.00
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0	\$0.00
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/ B6.7/ISL/L9 Engines	3/0	3	\$98.00
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door			
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	10/0	10	\$353.00
12EHU	ENGINE, DIESEL {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)	559/5	564	\$8,038.00
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed	0/0	0	\$0.00
	<u>Includes</u> : FAN Nylon			
12UWZ	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler	24/-6	18	\$0.00
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber			
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In- Cab Control	2/0	2	\$352.00
12VHJ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2020	0/0	0	\$0.00
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0	\$0.00
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	0/0	0	\$0.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines	0/0	0	\$45.00
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	197/86	283	\$6,144.00
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter	0/0	0	\$50.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0	\$203.00
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	0/0	0	\$0.00
13WWW	NEUTRAL AT STOP OMIT	0/0	0	(\$160.00)
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0	\$141.00
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0	\$0.00
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0	\$0.00
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 5.63	0/218	218	\$1,767.00
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/62	62	\$169.00
15924	FUEL TANK STRAPS Bright Finish Stainless Steel	0/0	0	\$260.00
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor	0/0	0	\$123.00
15LPE	LOCATION FUEL/WATER SEPARATOR Mounted Inboard of 5 Gallon DEF Tank, Under Cab	2/-2	0	\$50.00
15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab	24/5	29	\$155.00
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0	\$0.00
16030	CAB Conventional, Day Cab	0/0	0	\$0.00
16BAM	AIR CONDITIONER with Integral Heater and Defroster	54/2	56	\$923.00
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display	0/0	0	\$0.00
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1	\$48.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0	\$0.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
16LSD	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Mordura Cloth, Isolated, with 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment, Single Chamber Air Lumbar Support	-11/-6	-17	\$263.00
16LUN	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Mordura Cloth, with Fixed Back	20/11	31	\$427.00
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar	3/0	3	\$118.00
16SJW	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black, Heated, 7.5" Sq.	9/0	9	\$265.00
16SNT	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0	\$462.00
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"			
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0	\$0.00
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap			
16VSL	WINDSHIELD Heated, Single Piece	0/0	0	\$632.00
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3	\$39.00
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5	\$367.00
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0	\$76.00
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0	\$0.00
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0	\$0.00
16XXC	COWL TRAY LID	7/4	11	\$200.00
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0	\$0.00
27DTJ	WHEELS, FRONT {Maxion 90541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-4/0	-4	(\$37.00)
28DTJ	WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-8	-8	(\$58.00)
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint	0/0	0	\$24.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0	\$48.00
7372135423	(4) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/60	60	\$156.00
7382135438	(2) TIRE, FRONT 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position	32/0	32	\$348.00
Total of Product Features				\$128,319.00
Cab schematic 100WK				
Location 1: 4017, Dark Safety Yellow (Prem)				
Chassis schematic N/A				
Services Section:				
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0	\$0.00
Total of Service Features				\$0.00
Total Component Weight:		7541/4612	12153	
Total List Price Including Options:				\$128,319.00
1	Henderson Quote including Plow, Dump Body, Force America Hydraulics and Strobe lights.	0/0	0	\$59,000.00
Total Body Allied:		0/0	0	\$59,000.00

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$128,319.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$128,319.00
Freight	\$2,350.00	
Total Freight:		\$2,350.00
Total Factory List Price Including Freight:		\$130,669.00
Less Customer Allowance:		(\$51,169.00)
Total Vehicle Price:		\$79,500.00
Total Body/Allied Equipment:		\$59,000.00
Total Sale Price:		\$138,500.00
Total Per Vehicle Sales Price:		\$138,500.00
Net Sales Price:		\$138,500.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

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AGENDA ITEM

NO 26

To: Cornhusker International
Attn: Cornhusker Internatioanl
Quote Date: 4/28/2020
Valid Until: 5/28/2020

Quoted By: Doug Frauenholtz
Phone: 563-927-2828
Cell: 563-929-0071
Fax: 563-927-2521
Email: dfrauenholtz@hendersonproducts.com

Quoted:
City of Augbun Single Axle

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

Installation Workup

Facility: IDC-IA
Chassis Delivery To Henderson: Truck Dealer/Customer Delivers
Completed Truck Delivery Method: Henderson Delivers (161-250 miles)
Chassis Make: International
Chassis Model Yr: 2021
Chassis Model: HV507
Useable CA/CT: 96
Front Axle Rating: 14000
Rear Axle Rating: 23000
Front Frame Ext?: Yes
Frnt Frame Ext Type: Full
Front Frame Wall: Single Wall
Front Frame Width: 34"
Pump Location: Front Mount Pump (REQUIRES FRONT CRANKSHAFT PROVISION)
Transmission Type: Automatic
Transmission Model: Allison Transmission

Hitch Type: Low Profile or Manual Tilt Type Hitch
Mount Type: Cheek Plate Mount Kit (Select type below)
Mount Kit Model (Req'd): Low Pro/MT Ck Plt Kit (No Wng, 34"w Full Frame)
Front Bumper: Fabricated Channel Bumper (2pc design) (MFG Material)
Hitch Options 1: Hitch Part Number 156037

Front Plow Type: Standard Henderson Plow
Plow Markers (Front Plow): IDC Install of fact supplied markers, sales to order
w/ unit
Rubber Deflector Install: Supplied By Factory, Installed @ IDC, sales to order
w/ unit
Plow Jack Install: Supl'd/Instl'd on plow @ Factory, Sales order with unit

Dump Body Type: Mark E Single Axle
Floor Length: (10') Floor length
Hoist Type: Tele Trun Hoist, no Subframe, Internal Doghouse
Cylinder Type: Double Acting
Body Material (Sides/ends): Painted Steel Type Body Material





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CUSTOMER QUOTE

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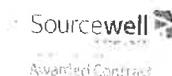
Tailgate Release Type: IDC supplied Electric over air valve
Pressure Protection Valve: In Line Air Valve (All Chassis)
Cabshield Install: Supl'd by fact, welded to body @ IDC, sales to order w/ unit
Ladder(s): Supplied by factory, Install @ IDC (sales to order w/ unit)
Ladder Install QTY (Dump): (1) LADDER INSTALLED @ IDC (LABOR ONLY)
Ladder Install Style (Dump) 1: Fold Down Side Ladder
Ladder Install Loc 1 (Dump): Driver Side Front
Shovel Holder: (1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt
Shovel Holder Loc (1): Driver side headsheet

Body Spec Notes:

Spreader Type: TGS
TGS Drive Type: Hydraulic Drive
TGS Spinner Configuration: Single Spinner Install
TGS Body Type: Standard straight gate body install
TGS mounting type: STD TGS brackets (supplied with unit)
TGS Tailgate Props: Tailgate prop, Stainless
Spinner Support Kit: Install fact supl'd spin suprt kit, sales to order with unit
HYD QD Mount Brackets: Stainless Steel QD Mount in front of dump body bolster

Chassis Accessories: Yes (SELECT RELATED OPTIONS BELOW)
Mudflaps (Rear): Swinging w/Logo
Mudflap Type (Rear): 36" Swinging, SS (with LOGO)
Fenders: Front Quarter Fenders, Poly (standard)
Pintle Plate: None (Cover Plate Only)
Pintle Hook: Not Required
Truck Wash: Complete Truck Wash/Clean/Vac 1
Warranty: Standard 1 Year Warranty
Install Touch-up: Basic Installation Touch-Up

Electrical: Yes (SELECT RELATED OPTIONS BELOW)
Power Distribution Panel: Power Distribution Panel
Misc Electrical Supplies: Req'd Misc Elect Supplies
Plow Lights: Plow Lts, Halogen, Trucklite All Chassis, (PAIR)
Plow Light Brackets: Plow Lt Hood Brckts, SS, INTERNATIONAL
Worklight(s) QTY: (QTY 1) Work Light (Select type below)
Worklight (1) Type: Flood Light, ABL, 2500 Led
Worklight (1) Gen Location: Front Spinner
Cabshield Warning Light Qty: Qty 4 Lights (Order Holes with Unit)
Cabshield Warning Lights: QTY 4, 6" LED Oval Strobes, Amber (order holes w/unit)
Cabshield Lighting Harness: Cabshield Warning Lights Only (qty 2-6)
Rear Dump Bolster (S/T/T): LED S/T/T, kit (West) (order holes)
OEM Light Remount: Remount OEM Chassis Lights
Rear Dump Bolster Strobes: 6" LED Oval Strobes, Amber, 2 PR, (order holes w/unit)
Body up switch/light: Body UP Switch/Body Up Light (Buy)





HENDERSON

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CUSTOMER QUOTE

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Backbone & Wire Standoffs: 10' Backbone (For SA)
Electrical Install Opt 1: (2) Amber Strobes and (2) Blue Strobes one each side rear
Electrical Install Opt 2: STT Back up to be one light

Electrical Spec Notes:

Hook the Strobe Lights and Sander Light to the same switch

Mount Power Distribution under the Passenger side seat

Rear strobes to have one blue and one amber on each side. Cab-shield should be all Amber.

Hydraulics: Full Hydraulic Package

Hyd Supplier: Force America (Select Pkg Below)

Hyd Supplier (Spec): QT001-1161807-1

Controls Type: Electric Controls

Reservoir Type: Supplied With Hydraulics

Valve Enclosure Type: Supplied With Hydraulics

Low Oil Shut Down: Yes, included in Hyd Pkg

High Temp Oil Shut Down: Yes, included in Hyd Pkg

Low Oil Indicator: Yes, included in Hyd Pkg

Return Filter: Provided with Hydraulics

SS Tubing Upgrade: SA, Rear Lines Only, 9' Lines

Quick Coupler Upgrade: Standard Quick Couplers

Hydraulics Notes:

IDC Paint Location: IDC-IL

Body Paint Type: Wet Paint

Wet Paint (Body): 10' Mark E, Reds, Yellow, Orange - PRIME NOT INCLUDED

Wet Paint Color Upg: Yellow Wet Paint ILO Base Color (IL)

Paint Code & Color (from color charts): School Bus yellow

TGS salt / sand spreader

TROUGH MATERIAL: 201SS

AUGER SIZE AND TYPE: 9" dia. auger, direct drive

MOUNTING BRACKETS: Std brackets for 96" wide bodies

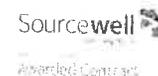
SPINNER SUPPORT KIT: Spinner assembly support kit

ADJUSTABLE BAFFLE: Adjustable baffle to direct spread

Reversible snow plow

Plow Length: 10' length

Moldboard Trip: Full trip with 2 external compression springs





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CUSTOMER QUOTE

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Pushframe Type: Standard Circle Frame with Top Mount Cylinders
Moldboard Height: 42" height
Moldboard Shield: Integral shield
Moldboard Sheet Material: 7GA GR50 steel
Mailbox Cut/Mouse Ear: Mailbox cutout on right side of moldboard
Hydraulic Cylinders: 3" x 1 1/2" x 10" reversing nitrided cylinders
Paint: Henderson Orange
12" Rubber Deflector: Yes, w/ SS Backer
Install Rubber Deflector: Yes
36" Plastic Side Markers, Pair: Yes
Parking Jack, Screw Adjustable: Yes
Install Parking Jack: Yes
Cutting Edge: Std 5/8" x 8" One Piece AASHTO punch
Hitch, Plow Portion: Quick hitch
Plow portion hitch width: 30.5"
Plow Portion Installed on Plow: Yes
Hitch, Truck Portion: See HPH or HCH for Truck portion hitch
Custom Option Fields: No Custom Options Required

MARKE SA Dump Body

BODY LENGTH: 10ft BODY LENGTH
SIDE STYLE: STRAIGHT SIDES
SIDE HEIGHT (FROM FLOOR): 36" SIDE HEIGHT
REAR BODY PROFILE: STANDARD STRAIGHT VERTICAL GATE
REAR CORNER POSTS: REAR BOLSTERS 8" ABOVE SIDES
BOARD POCKETS: 2" WIDE BOARD POCKETS
HOIST TYPE: TRN MOUNT TELE, NO SUBFRM, INTERNAL DOGHOUSE
HOIST CYLINDER/MODEL: MAILHOT CS-SERIES, DOUBLE ACTING, CS90-4.5-3DA
HYDRAULIC PUMP: NO FACTORY SUPPLIED HYDRAULIC PUMP
CYLINDER CRADLE STYLE: STANDARD HOIST CRADLE
INSTALL SUBFRAME AND/OR CYLINDER: SHIP LOOSE - DEALER TO INSTALL
HYDRAULIC RESERVOIR: NO RESERVOIR - DEALER TO SUPPLY
FLOOR MATERIAL: 1/4" AR400 FLOOR
FLOOR TO SIDE RADIUS: 5" RADIUS FLOOR TO SIDE
LONGSILL MATERIAL: 8" I-BEAM LONGSILLS (STANDARD SKIP WELD)
SIDES/HEADSHEET MATERIAL: 7GA GRADE 50 SIDES/HEAD
SIDE BRACING TYPE: NO SIDE BRACING
SIDE BRACE MATERIAL: NO SIDEBRACE
TOP RAIL STYLE: FLAT (2" FLAT, THEN SLOPED)
CONTOURED FRONT CORNER POSTS: NO FRONT CORNER POSTS
REAR CORNER POST MATERIAL: 7GA 201SS REAR CORNER POSTS
TAILGATE STYLE: STANDARD TAILGATE
TAILGATE SHEET MATERIAL: 3/16" AR400 TAILGATE SHEET
TAILGATE BRACING: SINGLE HORIZONTAL TAILGATE BRACE
TAILGATE BRACE MATERIAL: 10GA GRADE 50 TAILGATE BRACING
TAILGATE TOP PIVOT HARDWARE: 1-1/4" PINS, 1" PLATES, NON-GREASABLE
TAILGATE LATCH TYPE: AIR PANCAKE TAILGATE RELEASE, SS BUSHINGS





HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

Page 5
Quote #132984
Rev #34

TAILGATE RELEASE VALVE: NO TAILGATE RELEASE VALVE
TAILGATE PIN LANYARDS: NO TAILGATE PIVOT PIN LANYARDS
TAILGATE LIFT LOOP: NO TAILGATE LIFT LOOP OR DRING
LATCH JAWS: LOWER TG LATCH JAWS, NON-GREASABLE
COAL CHUTE: NO COAL CHUTE
REAR FACE LIGHT HOLES: (3) OBOURND LIGHT HOLES, EA BOLSTER REAR FACE
REAR SIDE MARKER LIGHT HOLE: NO SIDE MARKER LIGHT HOLES
EXTERIOR LIGHT BOXES INSTALLED: NO EXTERIOR LIGHT BOXES
LIGHTING PACKAGE: LED S/T/T, SIDE CLEARANCE MARKERS, (3) ICC W/ SEALED HARNESS
BODY HINGE CONSTRUCTION: STD 8" X 6" X 1/2" REAR HINGE ANGLE
BODY HINGE TYPE: GREASELESS COMPOSITE BUSHING HINGE BLOCKS (I)
BODY HINGE PAINT: YES, REAR HINGE PAINTED @ FACTORY
PAINT PREPARATION: SS WASH-NATURAL FINISH, PRIME MILD PARTS (201/304SS BODY)
CABSHIELD STYLE: STANDARD WELD ON CABSHIELD
CABSHIELD MATERIAL: 10GA W/ 7GA END PLATES (GRADE 50)
CABSHIELD SIZE: 22" X 78" CABSHIELD (1/2 CAB)
CABSHIELD MOUNTED LIGHT HOLES: FOUR OVALS, (1) FACING EACH SIDE, (2) FACING FORWARD

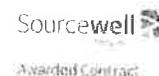
INSTALL CABSHIELD: CABSHIELD SHIPPED LOOSE, DEALER TO INSTALL
ASPHALT LIP: NO ASPHALT LIP
WALK RAILS: NO WALKRAILS ON LOWER RUBRAILS
TARP RAILS: NO TARP RAILS
SIDE LADDERS: (YES) SIDE LADDER - Pick From List Below
SIDE LADDER MATERIAL: MILD STEEL LADDER CONSTRUCTION - Pick From List Below
DRIVER'S SIDE FRONT LADDER: FOLD DOWN SIDE LADDER, DS FRONT (MILD)
INSTALL DRIVER SIDE FRONT LADDER: NO, SHIP DRIVERS SIDE FRONT LADDER LOOSE
DRIVER'S SIDE REAR LADDER: NO DRIVERS SIDE REAR LADDER
CURBSIDE FRONT LADDER: NO CURBSIDE FRONT LADDER
CURBSIDE REAR LADDER: NO CURB SIDE REAR LADDER
STEP(S): NO STEP(S)
GRAB HANDLES: NO GRAB HANDLES
Show Options: No Additional Options

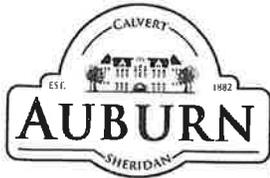
Single Package: \$59,000.00
Package(s) : 1
Total: \$59,000.00

Sales tax may apply to this order but is not included in the package total. If you are tax exempt, please submit your exemption certificate to finance@hendersonproducts.com.

Signed: _____ Date: _____

Quote notes:





AGENDA ITEM
NO 27

May 11, 2020

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 (April 2020)

- Appliance and Furniture Recycle Lot –4 times
- Brush Lot – 4 times
- Burned brush lot – 2 times
- Worked on equipment at city shop
- Garbage run at Parks/Rec Complex/business area bi-monthly
- Cleaned storm drains
- Swept streets around town
- Snow removal/Sand and Salted streets
- Graded alleys and rock alleys (landowners paid for rock)
- Graded rock streets
- Put extension on street tube and cleaned out ditch (28th & S)
- Cleaned out a ditch (26th & N)
- Started work at Glenn's Corner Market on broken storm drain tile
- Removal of leaves in Legion Park ditch
- Rinsed out pool and prepped for painting
- Staked out and planted 4 trees for Arbor Day (3 on the Tree Planting Program for citizens and 1 in Legion Park for the Arbor Day celebration)

Harry Bridgmon
Street Commissioner



EQUAL HOUSING OPPORTUNITY

Auburn Memorial Library

1810 Courthouse Ave
Auburn, NE 68305

City Council Report May 2020

- We are still doing curbside service.
- New summer reading plans are in the works that will comply with the DHM.

Statistical Report:

<u>Date:</u>	<u>Circulation:</u>	<u>Patrons:</u>	<u>Money to City:</u>
April	1,781	651	
OverDrive	<u>506</u>	<u>70</u>	
	2,287	721	
March	2,482	1,445	\$262.25
OverDrive	<u>454</u>	<u>72</u>	
	2,936	1,517	

City of Auburn
TIF Activity
Report Date 4-30-2020

Date	Description	Account		Auburn 1		Auburn 1		Terrace		Auburn		Hemmingsen		West		Orscheln
		Activity		Auburn 1	Project #2	Terrace Heights I	Terrace Heights II	Bowling Center I	Bowling Center II	Funeral Home	Core Area	Project				
10/1/2019	Balance	\$ 626,187.08	\$ 508,462.34	\$ 115,215.67										\$ 2,493.00	\$ 16.07	
10/11/2019	Co. Collections	\$ 26,379.67	\$ 15,379.16	\$ 683.73										\$ 10,316.78		
10/31/2019	Interest on Account	\$ 84.24	\$ 67.39	\$ 15.16										\$ 1.69		
11/13/2019	Hemmingsen Group	\$ (4,275.00)	\$ (4,275.00)													
11/13/2019	Baird Holm LLP	\$ (5,000.00)	\$ (5,000.00)													
11/15/2019	Co. Collections	\$ 8,882.49	\$ 3,241.94	\$ 185.23	\$ 6.15	\$ 2.18	\$ 4,800.45	\$ 634.08	\$ 6.84							
11/27/2019	County Treasurer	\$ (4,814.40)		\$ (5.62)	\$ (6.15)	\$ (2.18)	\$ (4,800.45)									
11/30/2019	Interest on Account	\$ 82.88	\$ 66.30	\$ 14.92										\$ 1.66		
12/12/2019	Co. Collections	\$ 1,720.48	\$ 1,511.99	\$ 208.49												
12/31/2019	City-west waterline	\$ (13,447.21)														
12/31/2019	Interest on Account	\$ 85.51	\$ 70.12	\$ 15.39												
1/10/2020	Co. Collections	\$ 32,344.24	\$ 3,461.55	\$ 2,454.90										\$ 6,024.05	\$ 20,403.74	
1/16/2020	Baird Holm LLP	\$ (2,481.00)	\$ (2,481.00)													
1/16/2020	Baird Holm LLP	\$ (162.50)	\$ (162.50)													
1/31/2020	Interest on Account	\$ 87.33	\$ 68.12	\$ 15.72										\$ 0.87	\$ 2.62	
2/14/2020	Co. Collections	\$ 2,261.08	\$ 2,071.51	\$ 6.80	\$ 3.87	\$ 4.24	\$ 1.50	\$ 166.18	\$ 4.71					\$ 166.18	\$ 4.71	
2/29/2020	Interest on Account	\$ 80.97	\$ 63.16	\$ 14.57										\$ 0.81	\$ 2.43	
3/13/2020	Co. Collections	\$ 2,630.35		\$ 1,123.33										\$ 258.51	\$ 535.35	
3/20/2020	Baird Holm LLP	\$ (1,005.43)	\$ (1,005.43)													
3/20/2020	County Treasurer	\$ (11.88)			\$ (3.87)	\$ (4.24)	\$ (2.27)	\$ (1.50)								
3/31/2020	Interest on Account	\$ 64.93	\$ 50.64	\$ 11.69										\$ 0.65	\$ 1.95	
4/10/2020	Co. Collections	\$ 3,654.81		\$ 3,211.05										\$ 443.76		
4/30/2020	Interest on Account	\$ 55.12	\$ 43.00	\$ 9.92										\$ 0.55	\$ 1.65	
4/30/2020	Balance	\$ 673,403.76	\$ 521,633.29	\$ 123,186.57										\$ 6,729.20	\$ 879.34	\$ 20,975.36

AGENDA ITEM
NO 28