BUFFALO COUNTY BOARD OF COMMISSIONERS
TUESDAY, MARCH 24, 2026

The Buffalo County Board of Commissioners met on Tuesday, March 24, 2026 at 9:00 A.M. Chairperson Morrow called the meeting to order and led those present in the Pledge of Allegiance. The following Board members responded to roll call: Ivan Klein, Myron Kouba, Ronald Loeffelholz, Daniel Lynch, Bill Maendele and Sherry Morrow. Absent: Timothy Higgins. A copy of the acknowledgment and receipt of notice and agenda by the Board of Commissioners is attached to these minutes. Public notice of this meeting was published/posted in the Kearney Hub, on the Buffalo County website, and the bulletin boards located outside the County Clerk's office and County Board Room on March 19, 2026. Chairperson Morrow announced that in accordance with Section 84-1412 of the Nebraska Revised Statutes, a current copy of the Open Meetings Act is available for review and posted at the back of the Board Room. County Clerk Heather Christensen took all proceedings hereinafter shown; while the convened meeting was open to the public. Deputy County Attorney Andrew Hoffmeister was present.

REGULAR AGENDA

Moved by Maendele and seconded by Kouba to approve the March 10, 2026 Board meeting minutes. Upon roll call vote, the following Board members voted "Aye": Maendele, Kouba, Klein, Loeffelholz, Lynch and Morrow. Absent: Higgins. Motion declared carried.

Commissioner Maendele read into the record Employee Recognitions for the following County Employees: Clayton Edwards for 5 years of service, David Sesna for 5 years of service, Nicolas Smith for 5 years of service and Donnie Fishel for 10 years of service.

Moved by Loeffelholz and seconded by Lynch to ratify the following March 20, 2026 payroll claims that were processed by the County Clerk. Upon roll call vote, the following Board members voted "Aye": Loeffelholz, Lynch, Klein, Kouba, Maendele and Morrow. Absent: Higgins. Motion declared carried.

MARCH 20, 2026 PAYROLL

GENERAL FUND			
NET PAYROLL			381,884.45
AMERICAN FAMILY LIFE	I	PREMIUMS	1,335.75
RETIREMENT PLANS AMERITAS	R	EMPE RET	67,057.73
BUFFALO CO TREASURER	I	PREMIUMS	183,376.00
DAWSON CO COURT	E	GARNISHMENT	302.13
EMPOWER ANNUITY INS	R	DEFERRED COMP	1,075.00
FIRST CONCORD	E	FLEX FUNDS	7,685.20
FIRST NATIONAL BANK	T	FEDERAL TAXES	124,818.91
KEARNEY UNITED WAY	E	DONATIONS	40.00
MADISON NATIONAL	I	PREMIUMS	1,201.64
MADISON NATIONAL	I	LT DISABILITY	324.31
METLIFE	E	DENTAL	4,599.33
NATIONWIDE RETIREMENT	R	DEFERRED COMP	2,382.00
NE CHILD SUPPORT	E	CHILD SUPPORT	876.50
STATE OF NE	T	STATE TAXES	17,631.19
VISION SERVICE PLAN	E	EMPE VSP EYE	1,274.00
ROAD FUND			
NET PAYROLL			68,508.91
AMERICAN FAMILY LIFE	I	PREMIUMS	873.38
RETIREMENT PLANS AMERITAS	R	EMPE RET	10,955.52
BUFFALO CO TREASURER	I	PREMIUMS	5,236.00
FAMILY SUPPORT REGISTRY	E	GARNISHMENT	75.00
FIRST CONCORD	E	FLEX FUNDS	1,087.46
FIRST NATIONAL BANK	T	FEDERAL TAXES	19,440.95
MADISON NATIONAL	I	PREMIUMS	219.25
MADISON NATIONAL	I	LT DISABILITY	96.48
METLIFE	E	DENTAL	1,029.14
NATIONWIDE RETIREMENT	R	DEFERRED COMP	272.50
STATE OF NE	T	STATE TAXES	2,648.55
VISION SERVICE PLAN	E	EMPE VSP EYE	319.85
WEED FUND			
NET PAYROLL			6,048.95
RETIREMENT PLANS AMERITAS	R	EMPE RET	952.19
BUFFALO CO TREASURER	I	PREMIUMS	423.00
FIRST CONCORD	E	FLEX FUNDS	33.33

FIRST NATIONAL BANK	T	FEDERAL TAXES	1,861.61
MADISON NATIONAL	I	LT DISABILITY	4.18
METLIFE	E	DENTAL	66.92
STATE OF NE	T	STATE TAXES	252.48

Moved by Loeffelholz and seconded by Klein to approve the following transfer of County funds all per budget. Upon roll call vote, the following Board members voted "Aye": Loeffelholz, Klein, Kouba, Lynch, Maendele and Morrow. Absent: Higgins. Motion declared carried.

FROM	0100	GENERAL FUND	TO	5400	WEED DISTRICT FUND	$125,000.00

Moved by Klein and seconded by Lynch to approve the following March 2026 vendor claims submitted by the County Clerk. Upon roll call vote, the following Board members voted "Aye": Klein, Lynch, Kouba, Loeffelholz, Maendele and Morrow. Absent: Higgins. Motion declared carried.

GENERAL FUND			
ABTECH TECHNOLOGIES	EQ	EQUIP	2,311.43
ADAMS CO SHERIFF	E	FEES	22.00
ADVANCED CORRECTIONAL HEALTHCARE	MC	MEDICAL	20,717.42
AG LAND ATV	S	REPAIRS	340.62
AMAZON CAPITAL SERVICES	E	EXPENSES	2,408.63
AMERICAN ELECTRIC COMPANY	SU	SUPPLIES	358.07
MANDI J AMY	RE	REIMBURSE	45.00
ANTELOPE CO SHERIFF	E	FEES	54.92
APPLE MARKET	SU	SUPPLIES	54.07
AREA SERVICES	S	SERVICE	1,037.50
NATHAN AREHART	RE	REIMBURSE	45.00
AT&T MOBILITY	U	PHONE SVC	3,003.94
ATS	S	SVC	770.58
JOHN AUPPERLE	RE	REIMBURSE	45.00
MELODIE TURNER BELLAMY	S	LEGAL	768.00
MEGAN L BELLAMY	S	SVC	163.80
BENCHMARK GOVERNMENT SOLUTIONS	S	SVC	616.45
DREW BOHL	RE	REIMBURSE	45.00
BOYS TOWN	S	YOUTH SVC	4,082.82
NATHAN BRECHT	RE	REIMBURSE	45.00
D. BRANDON BRINEGAR	RE	REIMBURSE	216.78
STANLEY BRODINE	RE	REIMBURSE	15.81
BRUNER FRANK SCHUMACHER	S	LEGAL	26,280.53
BUFFALO CO COMMUNITY PARTNERS	S	YOUTH SVC	579.94
BUFFALO CO BAR ASSOCIATION	D	DUES	720.00
BUFFALO CO CLERK	E	EXPENSES	102.00
BUFFALO CO COURT	E	EXPENSES	30.57
BUFFALO CO COURT	E	EXPENSES	3,927.83
BUFFALO CO FACILITIES	E	EXPENSES	61.30
BUFFALO CO SHERIFF	E	EXPENSES	915.20
BUFFALO CO SHERIFF	E	EXPENSES	3,322.46
BUILDERS WAREHOUSE	SU	SUPPLIES	34.97
CANON U.S.A.	EQ	MAINT	230.97
CAPITAL CITY TRANSFER SERVICE	E	TRANSPORT	549.40
CARPENTER & SKALKA COURT	S	SVC	188.80
MICHAEL D CARPER	S	LEGAL	1,395.00
CARPET PROS	SU	SUPPLIES	290.00
CENTRAL MEDIATION CENTER	S	JUV SVCS	1,288.00
CENTRAL NE REPORTING	S	SVC	1,105.00
CENTURY LUMBER CENTER	SU	SUPPLIES	23.85
CENTURY 21 MIDLANDS	RT	RENT	290.00
CHARM-TEX	SU	SUPPLIES	158.70
CHARTER COMMUNICATIONS	S	SVC	1,586.57
CHEMSEARCHFE	S	SERVICE	1,004.49
CHEROKEE BUILDING MATERIALS	SU	SUPPLIES	436.00
CHI HEALTH GOOD SAMARITAN	MC	MEDICAL	81.69
JENNIFER CHURCH	RE	REIMBURSE	129.83

CITY OF KEARNEY	U	UTILITES	3,768.50
CITY OF KEARNEY	AP	BOND	87,465.00
CITY OF KEARNEY	E	FUEL	244,325.03
CLERK OF THE DISTRICT COURT	E	EXPENSES	1,934.00
CLERK OF THE DISTRICT COURT	E	FEE	447.57
CNA SURETY	S	SVC	40.00
COCHRAN LAW	S	LEGAL	3,746.65
KATHARINE COLLINS	RE	REIMBURSE	45.00
COLUMN SOFTWARE	A	PUBLICATION	834.25
COMFY BOWL	RT	EQUIP RENT	110.00
COMPASS FAMILY SUPPORT SERVICES	S	FAMILY SVC	825.00
COMPSYCH CORPORATION	S	SVC	1,882.32
CONSTRUCTION RENTAL INC	EQ	EQUIP	521.97
COPYCAT PRINTING CENTER	SU	SUPPLIES	1,180.50
COPYCAT PRINTING	E	PRINTING	3,559.42
COUNTRY PARTNERS COOPERATIVE	F	PROPANE	855.91
DR. ANTHONY TATMAN	MC	MEDICAL	25.00
CULLIGAN OF KEARNEY	S	SVCS	508.50
CUSTOM CAGE OF MISSOURI	SU	SUPPLIES	2,175.00
WENDY C CUTTING	S	SVC	192.10
CVSOAN	E	REGISTRATION	120.00
DAN'S SANITATION	S	SVC	23.25
DENNISE DANIELS	RE	REIMBURSE	45.00
HEIDI DARBY	RE	REIMBURSE	13.50
DAS ST ACCOUNTING	S	SVC	150.00
DAS STATE ACCTNG-CENTRAL FINANCE	S	SVC	1,536.00
DATASHIELD CORPORATION	S	SVC	60.31
DATAVANT	S	SVC	20.00
JOSIAH DAVIS	RE	REIMBURSE	108.05
LYDIA DAVIS	RE	REIMBURSE	45.00
DAWSON CO SHERIFF'S OFFICE	E	FEES	46.88
DAWSON PUBLIC POWER DISTRICT	U	UTILITIES	4,786.43
DIAMOND DRUGS	MC	MEDICAL	4,737.51
DIER, OSBORN & COX	S	LEGAL	2,278.00
DOUGLAS CO SHERIFF	E	FEES	24.26
DOWHY TOWING & RECOVERY	S	SVC	218.50
DR GAGE STERMENSKY II	MC	MEDICAL	625.00
JESSICA DREIER	S	SVC	448.20
BRANDON DUGAN LAW	S	LEGAL	3,370.00
EAKES OFFICE SOLUTIONS	SU	SUPPLIES	3,463.16
SHAWN EATHERTON	RE	REIMBURSE	45.00
ELECTION SYSTEMS & SOFTWARE	SU	SUPPLIES	250.00
KERRY ELSEN	RE	REIMBURSE	27.54
FAMILY PRACTICE ASSOCIATES	MC	MEDICAL	422.00
FARMERS COOPERATIVE ASSOCIATION	F	FUEL	43.73
PAUL FARRELL	RE	REIMBURSE	45.00
FATHER FLANAGAN'S BOYS'HOME	S	SUPPORT	7,463.45
FRANKLIN CO SHERIFF	E	FEES	18.50
FRITSON PSYCHOLOGICAL SERVICES	MC	MEDICAL	4,000.00
TAMARA FRIZANE	RE	REIMBURSE	45.00
FRONTIER	U	PHONE SVC	2,962.35
FYE LAW OFFICE	S	LEGAL	12,949.10
GARCIA CLINICAL LABORATORY	MC	MEDICAL	38.00
GARY MICHAELS CLOTHIERS	S	REPAIRS	357.50
GOVERNMENTAL LAW	S	LEGAL	1,189.84
GREAT PLAINS COMMUNICATIONS	S	SVC	1,207.25
GREAT PLAINS UNIFORMS	EQ	EQUIP	1,246.54
LISA M HAGMAN	S	SVC	235.25
HALL CO SHERIFF'S OFFICE	E	FEES	76.32
LARRY HARDESTY	RE	REIMBURSE	37.70
HAYES & ASSOCIATES	S	CONSULT	5,000.00
ANDREW W HOFFMEISTER	RE	REIMBURSE	45.00
HOMETOWN LEASING	EQ	LEASE	5,916.02

HORNER, LIESKE, MCBRIDE & KUHL	E	EXPENSES	400.00
LISA R HUERTA	RE	REIMBURSE	94.29
ERIC INGEBRETSEN	RE	REIMBURSE	45.00
INTEGRATED SECURITY SOLUTIONS	EQ	EQUIP	208.00
DEPT OF THE TREASURY	T	TAXES	2,800.03
JACK'S UNIFORMS AND EQUIPMENT	EQ	EQUIP	268.84
JACOBSEN ORR LAW FIRM	S	LEGAL	19,758.20
JOHNSTONE SUPPLY	SU	SUPPLIES	720.00
JUSTICE WORKS	E	SUBSCRIPTION	234.00
KEARNEY CO SHERIFF'S OFFICE	E	FEES	34.50
KEARNEY TOWING & REPAIR CENTER	S	SVC	268.60
KEARNEY WINNELSON CO	SU	SUPPLIES	300.21
NICK KILLOUGH	RE	REIMBURSE	45.00
KLEIN BREWSTER BRANDT & MESSERSMITH	S	LEGAL	24,430.00
JEFFREY C KNAPP	S	LEGAL	1,112.20
DOUG KRAMER	RE	REIMBURSE	94.53
KRONOS	S	SVC	1,383.99
L-TRON CORPORATION	SU	SUPPLIES	414.00
LANGUAGE LINE SERVICES	S	SVC	46.00
ANGEL LAWSON	E	FEES	20.00
DR MICHAEL LAWSON	E	MH BOARD	300.00
JULIA LAWSON	E	FEES	20.00
LINCOLN JOURNAL STAR	A	PUBLICATION	910.00
LIESKE, LIESKE & ENSZ	S	LEGAL	3,143.93
LINCOLN CO SHERIFF	E	FEES	21.65
STEPHEN G LOWE	S	LEGAL	2,500.00
JOHN MARSH	RE	REIMBURSE	45.00
MARSHALL & SWIFT/BOECKH	E	SUBSCRIPTION	565.66
LYNN MARTIN	RE	REIMBURSE	45.00
MASTERS TRUE VALUE	SU	SUPPLIES	116.58
SHARON MAULER	E	MH BOARD	300.00
JENNIFER R MCCARTER REPORTING	S	SVC	464.30
MCKESSON MEDICAL SURGICAL	SU	SUPPLIES	747.78
MENARDS	SU	SUPPLIES	862.91
MICROFILM IMAGING SYSTEMS	S	SVC	730.00
MIDWAY CHEVROLET	S	REPAIRS	7.21
MIDWAY CHRYSLER DODGE JEEP	S	REPAIRS	88.30
MIDWEST CONNECT	S	MAIL SVC	18,406.70
MIDWEST SPECIAL SERVICES	E	TRANSPORT	306.00
MIGHTY DUCTS	S	SVC	1,150.00
MIPS INC.	E	SUPPORT	6,128.66
MIRROR IMAGE CAR WASH	S	SVC	518.43
MOLLY BOMBERGER COUNSELING SERVICES	MC	MEDICAL	1,322.50
MOONLIGHT CUSTOM SCREENPRINT	SU	SUPPLIES	185.50
KOLTON MORSE	RE	REIMBURSE	45.00
NACEB	D	DUES	100.00
NACO	E	REGISTRATION	100.00
NAPA AUTO PARTS	E	EXPENSES	1,410.16
NE CENTRAL TELEPHONE CO	S	PHONE SVC	213.65
NEBR CLERKS OF DISTRICT COURT ASSN	E	REGISTRATION	75.00
NE HEALTH & HUMAN SERVICES	S	PATIENT SVC	1,197.12
NE LAW ENFORCEMENT	E	FEES	175.00
NE PLANNING & ZONING ASSOC	E	REGISTRATION	1,540.00
NE PUBLIC POWER DIST	E	UTILITIES	84.52
NE PUBLIC POWER DISTRICT	U	UTILITIES	13,319.43
NE STATE FIRE MARSHAL	S	SVC	216.00
NE STATE PATROL	E	FEES	1,050.00
NE UC FUND	E	FEES	1,678.67
NE INTERACTIVE	E	EXPENSES	17.00
OPTK NETWORKS	E	INTERNET SVC	1,253.24
ROBERT NELSON	RE	REIMBURSE	45.00
NEW WEST SPORTS MEDICINE	MC	MEDICAL	1,084.20
NORTHEAST NE JUVENILE SER	S	JUV SVCS	16,317.50

NORTHWESTERN ENERGY	U	UTILITIES	6,549.07
O'BRIEN STRAATMANN REDINGER FUNERAL	E	CREMATION	1,500.00
OWENS EDUCATIONAL SERVICES	S	YOUTH SVC	375.00
PAPER TIGER SHREDDING	S	SVC	55.00
PARKER GROSSART BAHENSKY BEUCKE	S	LEGAL	1,501.90
PHYSICIANS LABORATORY	MC	MEDICAL	6,362.41
PICTOMETRY INTERNATIONAL CORP	E	EXPENSES	56,896.67
PLAINS RADIOLOGY	MC	MEDICAL	37.80
PLATTE VALLEY COMMUNICATIONS	S	REPAIRS	2,110.00
PLATTE VALLEY DENTAL CLINIC	MC	MEDICAL	525.00
ANA POST	RE	REIMBURSE	23.14
POWER DMS	E	SUBSCRIPTION	498.46
PSYCHOLOGICAL RESOURCES	MC	MEDICAL	500.00
PYE-BARKER FIRE & SAFETY	SU	PARTS	2,765.44
QUADIENT LEASING USA	EQ	LEASE	214.53
QUILL CORPORATION	S	SUPPLIES	290.46
KANE M RAMSEY	RE	REIMBURSE	45.00
RAVENNA SANITATION	S	SVC	1,094.00
JAMES RAYBURN	RT	RENT	330.00
REDMAN'S SHOES	E	EXPENSES	75.00
REDWOOD TOXICOLOGY LABORATORY	S	SVC	213.87
ROBERT RICH	RE	REIMBURSE	45.00
REBECCA RILEY	RE	REIMBURSE	45.00
JOSE RODRIGUEZ	RE	REIMBURSE	45.00
BRENDA ROHRICH	RE	REIMBURSE	129.10
RUDOLPH LAW LLC	S	LEGAL	530.00
RICHARD SERR	RE	REIMBURSE	45.00
SHERWIN WILLIAMS	SU	SUPPLIES	304.03
SHI INTERNATIONAL CORP	SU	SUPPLIES	6,927.00
MARTI SLEISTER	RE	REIMBURSE	45.00
TRENTON SNOW, LLC	RT	RENTAL	1,000.00
SOLID WASTE AGENCY LANDFILL	C	DEMO	15.21
CHERYL STABENOW	RE	REIMBURSE	45.00
STAMM ROMERO & ASSOC	S	LEGAL	14,104.20
STANTON CO SHERIFF	E	FEES	18.50
THOMAS S STEWART	S	LEGAL	3,036.71
SUMMIT FOOD SERVICE	S	SVC	34,065.27
MICHAEL J SYNEK	S	LEGAL	4,398.63
THE LOCKMOBILE	SU	SUPPLIES	129.00
THOMSON REUTERS - WEST	E	SUBSCRIPTION	4,657.84
THOMSON REUTERS - WEST	E	SUBSCRIPTION	654.15
THOMSON REUTERS-WEST	E	SUBSCRIPTION	1,075.10
THOMSON REUTERS - WEST	E	SUBSCRIPTION	930.86
THURSTON HEATING & AIR CONDITIONING	S	REPAIRS	809.70
TK ELEVATOR CORPORATION	S	MAINT	128.22
REBECCA TVRDIK ANDERSON	S	LEGAL	2,225.00
TYE & ROWLING	S	LEGAL	402.00
U S POSTMASTER	E	MAIL FEE	670.00
U.S. BANK	E	EXPENSES	29,600.08
U.S. BANK	E	EXPENSES	730.35
U.S. POSTAL SERVICE (QUADIENT-POC)	E	POSTAL SVC	1,000.00
UNIVERSITY OF NE-LINCOLN	S	INTERNET SVC	1,200.00
REGAN VAN MATRE	RE	REIMBURSE	45.00
TIM VANCE	RE	REIMBURSE	45.00
VERIZON	E	EXPENSES	1,330.25
VERIZON WIRELESS	U	PHONE SVC	639.39
VIGILNET AMERICA	S	SVC	158.20
VILLAGE OF MILLER	U	UTILITIES	25.00
VILLAGE UNIFORM	RT	RENTAL	201.63
THE WALDINGER CORPORATION	S	REPAIRS	6,065.41
WEBSTER CO SHERIFF	E	FEES	19.00
WELLS FARGO BANKS ACCT ANALYSIS	E	FEES	70.02
WELLS FARGO	E	EXPENSES	1,197.48

WELLS FARGO	E	EXPENSES	1,383.22
WELLS FARGO	E	EXPENSES	119.32
WELLS FARGO	SU	SUPPIES	328.90
WELLS FARGO	E	FEES	35.00
AARON WENTZ	RE	REIMBURSE	45.00
RICH WHITE	RE	REIMBURSE	7.25
WILKE'S TRUE VALUE	SU	SUPPLIES	34.47
WILKINS ARCHITECTURE DESIGN	S	SVC	8,079.67
MELISSA L WILLIS	RE	REIMBURSE	45.00
WOODS & AITKEN	S	SVC	380.00
WPCI	E	EXPENSES	466.00
MELANIE R YOUNG	RE	REIMBURSE	45.00
ROAD FUND			
AMAZON CAPITAL SERVICES	E	EXPENSES	278.11
AURORA COOPERATIVE ELEVATOR COMPANY	F	FUEL	92.53
AUSSIE HYDRAULICS	S	REPAIRS	256.43
ARNOLD MOTOR SUPPLY/AUTO VALUE PART	S	REPAIRS	9,629.88
BOSSELMAN ENERGY	F	FUEL	240.00
CHS INC	F	FUEL	31.03
CFP-C-T	F	FUEL	80.06
COLONIAL RESEARCH CHEMICAL COR	SU	SUPPLIES	374.14
COMFY BOWL	RT	RENT	105.00
CONSTRUCTION RENTAL	S	REPAIRS	487.52
CURLY'S RADIATOR SERVICE	S	SVC	151.00
DAKOTA FLUID POWER	S	REPAIRS	835.00
ED BROADFOOT & SONS SAND & GRAVEL	G	GRAVEL	41,439.37
FARM PLAN	S	REPAIRS	2,944.52
FARMERS CO-OP ASSOCIATION	F	FUEL	96.92
FLOYD'S TRUCK CENTER	S	REPAIRS	758.49
FRIESEN CHEVROLET	S	REPAIRS	1,350.49
GLASS DOCTOR OF CENTRAL NE	S	REPAIRS	310.00
GRAHAM TIRE CO	S	REPAIRS	364.49
JIM HAWK TRUCK TRAILERS	S	REPAIRS	235.18
JOHN'S AUTO BODY	S	REPAIRS	1,000.00
K & B PARTS	S	REPAIRS	46.94
KEARNEY TRAILERS	S	REPAIRS	74.99
KIMBALL MIDWEST	SU	SUPPLIES	207.51
KULLY PIPE AND STEEL SUPPLY	SU	SUPPLIES	1,335.30
MATHESON TRI-GAS	SU	SUPPLIES	364.58
MENARDS	SU	SUPPLIES	128.75
MID STATE ENGINEERING & TESTING	S	SVC	120.00
MIDWEST PETROLEUM EQUIPMENT	S	SVC	67.72
MIDWEST SERVICE & SALES CO	SU	SUPPLIES	75.00
NAPA AUTO PARTS	S	REPAIRS	614.85
NMC, INC.	S	REPAIRS	4,232.21
OAK CREEK ENGINEERING	S	ENGINEERING	12,270.07
PEERLESS MACHINE & MFG	S	SVC	2,998.47
POWERPLAN-MURPHY TRACTOR	S	REPAIRS	2,238.09
SAHLING KENWORTH	S	REPAIRS	77.02
SAUL RAMOS CONSTRUCTION	C	CONCRETE	86,542.34
SIMON CONTRACTORS	C	CONCRETE	138,136.05
STERN OIL COMPANY	SU	SUPPLIES	1,493.41
TBK TRANSMISSIONS	S	REPAIRS	6,567.84
TROTTER	F	FUEL	214.00
TRUCK CENTER COMPANIES	S	REPAIRS	480.52
U.S. BANK	E	EXPENSES	5,748.35
VERMEER HIGH PLAINS	S	REPAIRS	911.80
WILKE'S TRUE VALUE	S	REPAIRS	33.99
WINZER	SU	SUPPLIES	1,508.35
VISITOR'S PROMOTION			
KEARNEY VISITOR'S BUREAU	E	EXPENSES	58,688.00
VISITOR'S IMPROVEMENT			
KEARNEY VISITOR'S BUREAU	E	EXPENSES	58,688.00

DEEDS PRESERVATION & MODERNIZATION			
MIPS INC.	S	CONVERSION	294.19
MORRIS PRESS	SU	SUPPLIES	502.94
HEALTH INSURANCE FUND			
BCBS HEALTH CLAIM EXPENSE	I	HEALTH	331,671.94
HM LIFE MELLON GLOBAL CASH MGNT	I	HEALTH	100,863.84
FEDERAL GRANTS			
L-TRON CORPORATION	SU	SUPPLIES	1,242.00
KENO LOTTERY			
BUFFALO CO BOARD OF COMMISSIONERS	E	FEES	100.00
CITY OF KEARNEY	E	EXPENSES	17,500.00
WEED DISTRICT FUND			
ARNOLD MOTOR SUPPLY/AUTO VALUE PART	SU	SUPPLIES	416.53
DULTMEIER SALES	SU	SUPPLIES	135.00
GRAHAM TIRE CO	SU	SUPPLIES	118.75
KELLY SUPPLY COMPANY	SU	SUPPLIES	26.31
NAPA AUTO PARTS	SU	PARTS	210.44
NORFOLK LODGE & SUITES	E	LODGING	260.00
PLATTE VALLEY AUTO	SU	PARTS	49.38
TRI CITY AUTO PARTS	SU	PARTS	950.00
911 EMERGENCY SERVICE			
CENTURYLINK	S	SUPPORT	21,447.09
CENTURYLINK	S	DATA SVC	1,823.66
FIBER PLATFORM	S	SVC	255.90
FRONTIER	U	PHONE SVC	625.48
GREAT PLAINS COMMUNICATIONS	S	SVC	440.00
LANGUAGE LINE SERVICES	S	SVC	94.35
NE CENTRAL TELEPHONE CO	U	PHONE SVC	109.99
PLATTE VALLEY COMMUNICATIONS	S	MAINT	1,417.67

Buffalo County Treasurer Brenda Rohrich was present for the following agenda items. Moved by Maendele and seconded by Loeffelholz to approve the addition of pledged collateral in the amount of $23,261.64 to Firstier Bank for the Buffalo County Treasurer. Upon roll call vote, the following Board members voted "Aye": Maendele, Loeffelholz, Klein, Kouba, Lynch and Morrow. Absent: Higgins. Motion declared carried.

Moved by Klein and seconded by Maendele to approve the following Resolution 2026-09 to instruct County Treasurer Rohrich, to issue Tax Sale Certificates in the name of the County. The list of legal descriptions mentioned in the Resolution are on file with the Buffalo County Clerk’s office. Upon roll call vote, the following Board members voted "Aye": Klein, Maendele, Kouba, Loeffelholz, Lynch and Morrow. Absent: Higgins. Motion declared carried.

RESOLUTION 2026-09

WHEREAS, The Revised Statutes of Nebraska, Sec. 77-1809 and 77-1918, provides that upon the direction of the County Board of Commissioners, for the County Treasurer to issue Tax Sales Certificates in the name of the County, and

WHEREAS, the following list of legal descriptions have either delinquent taxes for the years 2022, 2023 and 2024 and have been offered for sale at Public Sale, and have remained unsold for want of bidders,

NOW THEREFORE BE IT RESOLVED, that the Buffalo County Board directs the County Treasurer of Buffalo County, to place Tax Sale Certificates on all delinquent taxes and special assessments for 2022, 2023 and 2024 and to maintain such Certificates in her custody, and to purchase all subsequent taxes thereon as the same may become delinquent.

Hayes and Associates shareholder Austin Hanke appeared via zoom to present the 2024-2025 Annual Audit report. Moved by Lynch and seconded by Klein to accept the Annual Audit for 2024-2025 completed by Hayes and Associates for the fiscal year ending June 30, 2025. Upon roll call vote, the following Board members voted "Aye": Lynch, Klein, Kouba, Loeffelholz, Maendele and Morrow. Absent: Higgins. Motion declared carried.

Moved by Klein and seconded by Loeffelholz to accept Community Action Partnership of Mid-Nebraska’s February 2026 RYDE report. Upon roll call vote, the following Board members voted "Aye": Klein, Loeffelholz, Lynch, Maendele and Morrow. Abstain: Kouba. Absent: Higgins. Motion declared carried.

Transportation Director Charles McGraw from the Community Action Partnership of Mid Nebraska was present to review the funding matches required for the operations RYDE Transit-Community Action Partnership of Mid Nebraska. Moved by Maendele and

seconded by Klein to approve the Local Funding Match for RYDE Transit Public Transportation with the following Resolution 2026-10. Upon roll call vote, the following Board members voted "Aye": Maendele, Klein, Loeffelholz, Lynch and Morrow. Abstain: Kouba. Absent: Higgins. Motion declared carried.

RESOLUTIOIN 2026-10

WHEREAS, there are federal funds available under Section 5311 of the Federal Transit Act and for the Nebraska Public Transportation Assistance Program, and

WHEREAS, the *RYDE Transit-Community Action Partnership of Mid Nebraska* desires to apply for said funds to provide public transportation in (transit system's service area).

NOW THEREFORE, BE IT RESOLVED; the Buffalo County Board of Commissioners hereby instructs the *RYDE Transit* to apply for said funds.

Said funds are to be used for the *RYDE Transit* transportation operations in the FY 2026-2027 Application for Public Transportation Assistance. Local Funding Amount Match for 2026-2027: $103,916.00

Following discussion, it was moved by Kouba and seconded by Klein to direct Board Administrator Lynn Martin, with the assistance of the Sheriff's Office, to obtain no less than three informal proposals for county vehicle maintenance; the specifics of the level of services will be available at the Buffalo County Clerk's Office with review to begin on Wednesday, April 22, 2026. Upon roll call vote, the following Board members voted "Aye": Kouba, Klein, Loeffelholz, Lynch, Maendele and Morrow. Absent: Higgins. Motion declared carried.

Chairperson Morrow reviewed the following correspondence. Concerned Citizens sent a letter requesting Buffalo County and the City of Kearney to Protect the Trust, Transparency and Community Safety regarding rejecting any 287(g) agreement with ICE and to adopt a local policy requiring that all law enforcement officers clearly display identification and refrain from wearing masks that obstruct their identity. Chairperson Morrow called on each Board member present for committee reports and recommendations.

Health Director Jeremy Eschliman, Environmental Health Supervisor Ashley Green presented the semiannual update from Two Rivers Public Health Department and a copy of the presentation is on file with the County Clerk.

Facilities Director Stephen Gaasch was present for the following agenda items.

After discussion it was moved by Kouba and seconded by Lynch to approve the Request for Proposals (RFP) for the Pickleball Courts at the Buffalo County Recreation area and to set bid date of Tuesday, April 14, 2026. Upon roll call vote, the following Board members voted "Aye": Kouba, Lynch, Klein, Loeffelholz, Maendele and Morrow. Absent: Higgins. Motion declared carried.

Following discussion, it was moved by Lynch and seconded by Kouba to approve the purchase of a pickup from the State Purchasing Contract. Upon roll call vote, the following Board members voted "Aye": Lynch, Kouba, Klein, Loeffelholz, Maendele and Morrow. Absent: Higgins. Motion declared carried.

Chairperson Morrow called for Citizen's forum. County Clerk Christensen reminded everyone of the Medicare Educational Event happening tomorrow Wednesday, March 25, 2026 at the Highway department and the Courthouse. No one else addressed the Board.

At 10:02 A.M., Chairperson Morrow asked if there was anything else to come before the Board before she declared the meeting adjourned until the regular meeting at 9:00 A.M. on Tuesday, April 14, 2026.

ATTEST:

_____		_____
Sherry L. Morrow, Chairperson Buffalo County Board of Commissioners	(SEAL)	Heather A. Christensen Buffalo County Clerk

APRIL 3, 2026 PAYROLL

GENERAL FUND			
NET PAYROLL			379,675.30
AMERICAN FAMILY LIFE	I	PREMIUMS	1,185.56
RETIREMENT PLANS AMERITAS	R	EMPE RET	66,401.05
BUFFALO CO TREASURER	I	PREMIUMS	181,491.00
DAWSON CO COURT	E	GARNISHMENT	301.54
EMPOWER ANNUITY INS	R	DEFERRED COMP	1,075.00
FIRST CONCORD	E	FLEX FUNDS	8,198.54
FIRST NATIONAL BANK	T	FEDERAL TAXES	123,659.70
KEARNEY UNITED WAY	E	DONATIONS	40.00
MADISON NATIONAL	I	PREMIUMS	1,187.31
MADISON NATIONAL	I	LT DISABILITY	331.09
METLIFE	E	DENTAL	4,510.78
NATIONWIDE RETIREMENT	R	DEFERRED COMP	2,382.00
NE CHILD SUPPORT	E	CHILD SUPPORT	876.50
STATE OF NE	T	STATE TAXES	17,485.19
VISION SERVICE PLAN	E	EMPE VSP EYE	1,248.10
ROAD FUND			
NET PAYROLL			69,218.42
AMERICAN FAMILY LIFE	I	PREMIUMS	873.38
RETIREMENT PLANS AMERITAS	R	EMPE RET	11,070.63
BUFFALO CO TREASURER	I	PREMIUMS	5,266.00
FAMILY SUPPORT REGISTRY	E	GARNISHMENT	75.00
FIRST CONCORD	E	FLEX FUNDS	1,087.46
FIRST NATIONAL BANK	T	FEDERAL TAXES	19,703.06
MADISON NATIONAL	I	PREMIUMS	221.56
MADISON NATIONAL	I	LT DISABILITY	101.03
METLIFE	E	DENTAL	1,029.14
NATIONWIDE RETIREMENT	R	DEFERRED COMP	272.50
STATE OF NE	T	STATE TAXES	2,688.58
VISION SERVICE PLAN	E	EMPE VSP EYE	324.54
WEED FUND			
NET PAYROLL			6,048.95
RETIREMENT PLANS AMERITAS	R	EMPE RET	952.19
BUFFALO CO TREASURER	I	PREMIUMS	423.00
FIRST CONCORD	E	FLEX FUNDS	33.33
FIRST NATIONAL BANK	T	FEDERAL TAXES	1,861.61
MADISON NATIONAL	I	LT DISABILITY	4.18
METLIFE	E	DENTAL	66.92
STATE OF NE	T	STATE TAXES	252.48

Form 74 - Nebraska Motor Fuels Use Tax Return

Returns must be filed every quarter even if there is no tax due.

Federal Employer Identification Number: **476006436**
Nebraska Identification Number: **00596914**
Filer Name: **BUFFALO COUNTY HIGHWAY DEPARTMENT**

Tax Period

Jan-Mar

2026

Round to Whole Gallons

Round down all amounts less than .50 and round up all amounts .50 to .99

1	Total gallons of dyed diesel fuel used in a licensed motor vehicle Nebraska government entities ONLY		7233
2	Total gallons of untaxed blending agents blended with fuel used in a licensed motor vehicle		0
3	Total gallons of gasoline/ethanol blends subject to tax due to inventory/sales variance If less than zero, enter zero		0
4	Total gallons of diesel/diesel blends subject to tax due to inventory/sales variance If less than zero, enter zero		0
5	Total gallons subject to tax		7233
6	Total Fuel Tax Line 5 multiplied by tax rate	$	2300

Buffalo County Highway Department

Vendor Claim Form

DATE	DESCRIPTION	AMOUNT
4/16/2026	Fuel	2,300.00

$2,300.00

I do solemnly swear that the above account is just and true and that neither the same nor any part thereof has been paid.

PAYABLE TO:

By: _____

MAIL STUB

April 16, 2026

LINE ITEM # 302.09 $2,300.00

$2,300.00

HIGHWAY
Department

APPROVED BY

ELECTED or APPOINTED OFFICIAL's SIGNATURE

WARRANT & CLAIM NO. _____

PAYABLE TO:

2054
State of NE-Motor Fuels
P.O. Box 94759
Lincoln, NE 68509-4759

AGAINST Buffalo County Highway Department

For: Machinery & Equipment Fuel

Amount: **$2,300.00**

Audited and allowed by the County board, with the Clerk ordered to issue a warrant in payment of this claim on the

Road 200 FUND

PAID ON WARRANT NO. _____

Basic A/C
705

Account # 1099	Description	Account Amt	Vendor	Invoice Description	Claim #
705-00 ROAD FUND					
00-3-0209	MACHINERY & EQUIPMENT FUEL	2,300.00	STATE OF NEBRASKA	VOID CK FUEL TAX 1ST QRTR JAN-MAR 2	02604035

705-00 ROAD FUND	**2,300.00**
0200 COUNTY ROAD FUND	**2,300.00**
GRAND	**2,300.00**

Journal#	Description	Account #		Amount	Offset	Total
2603001	RECLASSIFY ATTN CNTR PAYROLL MARCH	0100-970-00-2-2414	JUVENILE JUSTICE	25,863.41	YES	
		0100-970-00-1-0802	HEALTH INSURANCE	4,432.00-	YES	
		0100-970-00-1-0803	LIFE (MADISON NATION	10.35-	YES	
		0100-652-00-1-0900	RETIREMENT	1,270.60-	YES	
		0100-652-00-1-1000	OASI	1,326.60-	YES	
		0100-652-00-1-0305	CLERICAL SALARY	18,823.86-	YES	.00
2603002	RECLASSIFY INMATE TRANSPORT JAILER	0100-970-00-2-2557	ADULT INMATE TRANSPO	376.94	YES	
		0100-671-00-1-0500	OVERTIME	326.64-	YES	
		0100-671-00-1-0900	RETIREMENT	25.31-	YES	
		0100-671-00-1-1000	OASI	24.99-	YES	.00
2603003	RECLASSIFY INMATE TRANSPORT DISPATC	0100-970-00-2-2557	ADULT INMATE TRANSPO	260.27	YES	
		0100-653-00-1-0500	OVERTIME	225.54-	YES	
		0100-653-00-1-0900	RETIREMENT	17.48-	YES	
		0100-653-00-1-1000	OASI	17.25-	YES	.00
2603004	FUNDS TRANSFER GENERAL TO WEED	0100-970-00-7-0200	INTER FUND TRANSFERS	125,000.00	YES	
		5400-101-00-0-0000	CASH ACCOUNT	125,000.00-	YES	.00
2603005	RECLASSIFY JAIL STAFF TO CANDIDATE	0100-671-00-1-0317	CORRECTIONAL-JAILER'	4,307.20	YES	
		0100-671-00-1-0315	CORRECTIONAL-JAILERS	4,307.20-	YES	.00
2603006	MOVE TO CORRECT EXPENSE LINE ZONING	0100-619-00-2-2000	PRINTING & PUBLISHIN	20.21	YES	
		0100-601-00-2-2000	PRINTING & PUBLISHIN	20.21-	YES	.00
2603007	SCPET WRONG VENDOR PUT BACK IN EXPE	0100-970-00-2-1856	SCPET (FISCAL AGENT)	3,559.42-	YES	
		0100-970-00-2-1856	SCPET (FISCAL AGENT)	3,559.42		.00
2603008	VOIDED CHECK 2502294 RENT	0100-801-00-2-3200	RENT & FUEL CLIENT S	290.00-	YES	290.00-
2603009	CHNG EMP EXEPENSE LINE FT TO PT PD	0100-625-00-1-0405	CLERICAL P/T SALARY	13,258.15	YES	
		0100-625-00-1-0305	CLERICAL SALARY	13,258.15-	YES	.00
2603010	VOIDED CHECK 2505350	0100-970-00-2-2350	WITNESS FEES	20.00-	YES	20.00-

received
4-1-2024

CHERYL S. STABENOW
CLERK OF THE DISTRICT COURT

MONTHLY FEE REPORT
for the Month of March, 2026

ACCOUNT DESCRIPTION	TOTAL AMOUNT
Filing Fee, Civil (310)	980.00
Filing Fee, Criminal (320)	0.00
Filing Fee, Judgment (335)	50.00
Filing Fee, Criminal Appeal (330)	25.00
Complete Records (385)	720.00
Issuance of Writ (380)	25.00
Reg. Work Comp. Judgment	0.00
Copies (386)	188.75
Postage	0.00
Fax Fees	0.00
Publishing Fees	0.00
Transcript Fee/Seal Cert (384)	10.00
Bad Check Fee	0.00
Bond 10% (382)	200.00
Bond Forfeiture (813)	0.00
County Court Fees (420)	1003.64
Passport Processing Fee (984)	2870.00
Grand Total	$ 6072.39

Total for March, 2026 $ 6072.39
Total for January – March 2026 $45481.58

STATE OF NEBRASKA)
) ss
COUNTY OF BUFFALO)

I, Cheryl S. Stabenow, the duly elected and qualified Clerk of District Court in and for said county, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

CHERYL S. STABENOW
Clerk of the District Court

DISTRICT COURT OFFICIAL Seal BUFFALO COUNTY, NEBRASKA

Subscribed and sworn to before me the 1st day of April, 2026.

General Notary - State of Nebraska
ELLEN PROVINCE
My Comm. Exp. Jan. 18, 2029

Notary Public

Buffalo
FUND BALANCE LISTING
3/31/2026

Fund	Fund Name	Beginning Balance	Collections	Disbursements	Fund Transfers	Ending Balance
0100	COUNTY GENERAL	7,146,399.21	2,051,711.76	-2,471,090.93	-125,000.00	6,602,020.04
0200	COUNTY ROAD	369,920.66	436,745.05	-549,080.40	0.00	257,585.31
0650	HIGHWAY BRIDGE BUYBACK	1,186,033.96	532,941.50	0.00	0.00	1,718,975.46
0900	VISITOR'S PROMOTION	58,688.41	64,015.46	-58,688.00	0.00	64,015.87
0995	VISITOR'S PROMOTION IMPROVEMENT	58,688.63	64,015.45	-58,688.00	0.00	64,016.08
1150	DEEDS PRESERVATION & MODERNIZATION	248,464.03	1,864.50	-797.13	0.00	249,531.40
1275	HEALTH RESERVE FUND	786,639.46	379,238.00	-432,535.78	0.00	733,341.68
1500	COUNTY RELIEF	0.00	0.00	0.00	0.00	0.00
1700	COUNTY INSTITUTIONS	0.00	0.00	0.00	0.00	0.00
1900	VETERAN'S AID	30,658.27	1,567.44	0.00	0.00	32,225.71
2356	STOP PROGRAM	35,644.64	1,197.00	0.00	0.00	36,841.64
2360	DRUG FORFEITURE	373,322.31	0.00	0.00	0.00	373,322.31
2370	FEDERAL EQUITABLE SHARING	177.06	0.00	0.00	0.00	177.06
2500	COUNTY FEDERAL GRANTS	24,009.64	0.00	-1,242.00	0.00	22,767.64
2575	DISASTER FUND	0.00	0.00	0.00	0.00	0.00
2580	COVID AMERICAN RESCUE PLAN	0.00	0.00	0.00	0.00	0.00
2605	COMMUNITY DEVELOPMENT GRANT	0.00	0.00	0.00	0.00	0.00
2650	RECOVERY ZONE REBATE FUND	0.00	0.00	0.00	0.00	0.00
2700	INHERITANCE TAX	3,087,709.58	103,007.93	0.00	0.00	3,190,717.51
2750	COUNTY SINKING	210,000.00	0.00	0.00	0.00	210,000.00
2850	KENO LOTTERY	255,295.90	11,304.60	-17,600.00	0.00	249,000.50
2913	911 WIRELESS SERVICE FUND	86,938.39	12,419.77	0.00	0.00	99,358.16
3700	COUNTY BOND LEVY	505,454.20	102,674.62	0.00	0.00	608,128.82
3800	RECOVERY ZONE BOND PAYMENT	0.00	0.00	0.00	0.00	0.00
5400	COUNTY WEED	15,759.74	0.00	-21,451.73	125,000.00	119,308.01
5907	911 EMERGENCY SERVICES	674,260.51	6,870.70	-26,214.14	0.00	654,917.07
6001	STATE GENERAL	285,616.45	279,514.50	-285,616.45	0.00	279,514.50
6009	STATE SALES TAX MV	794,143.97	947,711.81	-794,143.97	0.00	947,711.81
6016	REVENUE SALES TAX ROAD DEPARTMENT	0.00	48.61	0.00	0.00	48.61
6021	STATE TIRE TAX	779.00	814.00	-779.00	0.00	814.00
6101	SD101 SEM GENERAL	153,574.36	28,437.45	-153,574.36	0.00	28,437.45
6102	SD2 GIBBON GENERAL	1,156,929.06	372,005.20	-1,156,929.06	0.00	372,005.20
6103	SD119 AMHERST GENERAL	653,866.47	111,876.59	-653,866.47	0.00	111,876.59
6105	SD105 PTOWN GENERAL	756,057.83	123,356.05	-756,057.83	0.00	123,356.05
6107	SD7 KEARNEY GENERAL	7,862,318.09	2,689,283.49	-7,862,318.09	0.00	2,689,283.49
6109	SD9 ELM CREEK GENERAL	594,832.07	103,919.03	-594,832.07	0.00	103,919.03
6110	SD100 CENTURA GENERAL	58,734.60	10,823.90	-58,734.60	0.00	10,823.90
6119	SD19 SHELTON GENERAL	620,557.23	164,701.02	-620,557.23	0.00	164,701.02
6144	SD44 ANSLEY GENERAL	9,435.19	139.06	-9,435.19	0.00	139.06
6169	SD69 RAVENNA GENERAL	835,320.60	261,904.86	-835,320.60	0.00	261,904.86
6201	SD101 SEM BOND	5,821.63	3,334.71	-5,821.63	0.00	3,334.71
6202	SD2 GIBBON BOND	60,407.59	58,303.77	-60,407.59	0.00	58,303.77
6203	SD119 AMHERST BOND	35,555.00	22,290.82	-35,555.00	0.00	22,290.82
6205	SD105 PTOWN BOND	28,851.69	19,324.60	-28,851.69	0.00	19,324.60
6207	SD7 KEARNEY BOND 2013	356,322.31	417,844.26	-356,322.31	0.00	417,844.26
6209	SD9 ELM CREEK BOND	28,048.64	17,574.75	-28,048.64	0.00	17,574.75
6210	SD100 CENTURA BOND	0.00	0.00	0.00	0.00	0.00
6219	SD19 SHELTON BOND	11,563.80	11,479.16	-11,563.80	0.00	11,479.16

RESOLUTION

WHEREAS, The Revised Statutes of Nebraska, 77-1901 through 77-1918 provides upon resolution by the County Board of Commissioners for foreclosure and sale of Real Estate Properties upon which Tax Sale Certificates have been placed and delinquent for three years, and

WHEREAS, the following Tax Sale Certificates have been placed on Real Estate Properties in Buffalo County, to wit: Numbers: 23189

NOW THEREFORE BE IT RESOLVED, that the Buffalo County Board of Commissioners authorize the foreclosure and sale of the above referenced Tax Sale Certificates and request the County Attorney to proceed to such foreclosure and sale, in accordance with the laws of the State of Nebraska.

Dated this_____ day of _____, 2026

Motion by_____

Seconded by_____

ATTEST:

AYES:_____
NAYS:_____
ABSENT:_____

_____
Heather Christensen, Buffalo Co Clerk



Buffalo County

Buffalo County
PO Box 1270
Kearney, NE 68848

Buffalo County FSA Plan

Plan Document

Amended and Restated January 01, 2026

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Buffalo County

Buffalo County FSA Plan

INTRODUCTION

The company amends and restates this Plan as of January 01, 2026 with an original effective date of July 01, 2007. Its purpose is to provide benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to elect between cash compensation or certain nontaxable benefit options as they desire. The Plan shall be known as the Buffalo County FSA Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

I. ARTICLE - PLAN DEFINITIONS

01. **"Administrator"** means the Employer, unless another person or entity has been designated by the Employer pursuant to the Article titled: "Administration" to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including but not limited to the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

02. **"Benefit"** or **"Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in the Article titled: "Benefit Information".

03. **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under the Article titled: "Benefit Information". Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

04. **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

05. **"Compensation"** means the amounts received as compensation by the Participant from the Employer during a Plan Year.

06. **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)). Any child of a Plan Participant who is determined to be an alternate recipient under a qualified medical child support order under ERISA Sec. 609 shall be considered a Dependent under this Plan.

    "Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

    For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his or her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

    The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

07. **"Effective Date"** means July 01, 2007.

08. **"Election Period"** means the period, established by the Administrator, immediately preceding the beginning of each Plan Year, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to the Article titled: "Participant Elections".

09. **"Eligible Employee"** means any Employee who has satisfied the provisions of the Section titled: "Eligibility".

    An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll

records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

10. **"Employee"** means any person who is currently or hereafter employed by the Employer.

    The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

11. **"Employer"** means Buffalo County and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, or Adopting Employer.

12. **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time.

13. **"Grace Period"** means the two and one-half month period after the end of the Plan Year. The Grace Period allows a Participant with unused funds or contributions to be reimbursed for expenses incurred during the Grace Period. The effect of the Grace Period is that a Participant has up to 14 months and 15 days to use the funds for the Plan Year.

14. **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit, or any self-funded arrangement providing any Benefit offered for health and welfare coverage to Eligible Employees of the Employer.

15. **"Insurance Premium Payment Plan"** means the plan of benefits contained in the "Benefit Options" section of this Plan, which provides for the payment of Premium Expenses.

16. **"Insurer"** means any insurance company that underwrites a Benefit or any self-funded arrangement under this Plan.

17. **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

18. **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to the Section titled: "Application to Participate" and has not for any reason become ineligible to participate further in the Plan.

19. **"Plan"** means the flexible benefits plan described in this instrument, including all amendments thereto.

20. **"Plan Year"** means the 12-month period beginning January 01 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

21. **"Premium Expenses"** or **"Premiums"** means the Participant's cost for the Benefits described in the Section titled: "Benefit Options".

22. **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

23. **"Run-out Period"** means the set number of days after the plan year ends that allows you to submit claims for eligible expenses incurred during the Plan Year.

24. **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to the Section titled: "Salary Redirection". These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under the Article titled: "Participant Elections".

25. **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his or her Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

26. **"Spouse"** means "spouse" as defined in an Insurance Contract, then, for purposes of coverage under that Insurance Contract only, "spouse" shall have the meaning stated in the Insurance Contract. In all other cases, "spouse" shall have the meaning stated under applicable federal or

state law.

II. ARTICLE - PARTICIPATION

01. **ELIGIBILITY**

An individual is eligible to participate in this Plan if the individual:

a. is an Eligible Employee as defined in the Article titled: "Definitions";
b. is working an average of 30.00 hours or more per week or at least 130 hours per month;
c. is eligible for the group medical plan or, the date the Employee provides certification of enrollment in another group health plan;

02. **EFFECTIVE DATE OF PARTICIPATION**

An Eligible Employee shall become a Participant effective as of the first day of the next month following your date of hire.

03. **APPLICATION TO PARTICIPATE**

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his or her Benefit elections pursuant to the Section titled: "Change in Status".

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to the Section titled: "Effective Date of Participation".

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance, unless the Employee elects, during the Election Period, not to participate in the Plan.

04. **TERMINATION OF PARTICIPATION**

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

a. **Termination of employment.** The termination of Participant's employment, subject to the provisions of the Section titled: "Termination of Employment"

b. **Death.** The Participant's death, subject to the provisions of the Section titled: "Death" or

c. **Termination of the plan.** The termination of this Plan, subject to the provisions of the Section titled: "Termination".

05. **TERMINATION OF EMPLOYMENT**

If a Participant's employment with the Employer is terminated for any reason other than death, his or her participation in the Benefit Options provided under the Section titled: "Benefit Options" shall be governed in accordance with the following:

a. **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.

b. **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment-related Dependent Care Expense reimbursements for expenses within 90 days after the end of the Plan Year, limited by the balance in the Participant's Dependent Care Flexible Spending Account as of the date of termination.

c. **Health FSA, COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year for which contributions to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account, shall be applied and administered consistent with such further rights that a Participant and his or her Dependents may be entitled to pursuant to Code Section 4980B and the Section titled: "Continuation of Coverage" of the Plan.

06. **REINSTATEMENT OF A FORMER PARTICIPANT**

An Employee whose participation terminates and returns to an eligible status less than thirty days later may re-enroll within thirty days of returning to an eligible status with a commencement date of the first of the month following the adjusted eligibility date. An Employee who re-enrolls in a Health Flexible Spending Account or Dependent Care Account after such time must re-enter the Plan and reinstate their original elections for that Plan Year with adjustments to the annual election amount as the Administrator deems necessary to prorate the annual election amount over the remainder of the Plan Year. Expenses incurred by the employee during the time that the employee was not a Participant will not be covered expenses unless COBRA was elected pursuant to the Article titled: "Continuation of Coverage (COBRA)".

Any Employee who terminates employment and is rehired into an eligible status after thirty days from the date of termination will be treated as a new enrollee under the Plan. If such Employee returns within the same Plan Year, prior contributions made to the Health Flexible Spending Account and/or the Dependent Care Account will be taken into consideration so as not to exceed Plan or IRS maximums.

07. **DEATH**

If a Participant dies, his or her participation in the Plan shall immediately cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to a particular specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

III. ARTICLE - CONTRIBUTIONS TO THE PLAN

01. **SALARY REDIRECTION**

Subject to the provisions of the section titled "Employer Contributions," benefits under the Plan shall be financed by Salary Redirections sufficient to support the benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his or her pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participant's elections made under the Section titled: "Initial Elections".

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to the Section titled: "Initial Elections") and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under the Article titled: "Participant Elections" and are consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

02. **APPLICATION OF CONTRIBUTIONS**

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

03. **PERIODIC CONTRIBUTIONS**

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

04. **EMPLOYER CONTRIBUTIONS**

The Employer may provide non-elective contributions in the form of Employer Funding into the Health Flexible Spending Account and Dependent Care Spending Account to the extent as described in the Section Titled: "Limitation on Allocations". Such contributions may be prorated for Participants who begin participating in the middle of the Plan Year. Contributions or matching contributions made to the Health Flexible Spending Account and Dependent Care Spending Account generally do not count toward the annual contribution limit as described in the Section Titled: "Limitation on Allocations".

IV. ARTICLE - BENEFITS

01. **BENEFIT OPTIONS**

Each Participant may elect any one or more of the following optional Benefits:

- Health Flexible Spending Account
- Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his or her Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- Group Term Life
- Group Medical Plan
- Group Dental Plan
- Group Vision Plan
- Critical Illness
- Hospital Indemnity Insurance
- Accidental Death & Dismemberment
- Cancer Insurance
- Voluntary Benefit(s)
- Intensive Care Insurance
- Specified Health Event
- Personal Sickness Indemnity
- Accident Insurance

02. **HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case the Article titled: "Health Flexible Spending Account" shall apply.

03. **DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case the Article titled: "Dependent Care Flexible Spending Account" shall apply.

04. **HEALTH INSURANCE BENEFIT**

a. **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

b. **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.

c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

05. **DENTAL INSURANCE BENEFIT**

a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

b. **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.

c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

06. **VISION INSURANCE BENEFIT**

a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.

b. **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.

c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

07. **GROUP TERM LIFE INSURANCE BENEFIT**

a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's group term life Insurance Contract.

b. **Employer selects contracts.** The Employer may select suitable group term life Insurance Contracts for use in providing this group term life insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.

c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such group term life Insurance Contract shall be determined therefrom, and such group term life Insurance Contract shall be incorporated herein by reference.

08. **CANCER INSURANCE BENEFIT**

a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's cancer Insurance Contract.

b. **Employer selects contracts.** The Employer may select suitable cancer Insurance Contracts for use in providing this cancer insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.

c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such cancer Insurance Contract shall be determined therefrom, and such cancer Insurance Contract shall be incorporated herein by reference.

09. **CRITICAL ILLNESS INSURANCE BENEFIT**

a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's critical illness Insurance Contract.

b. **Employer selects contracts.** The Employer may select suitable critical illness Insurance Contracts for use in providing this critical illness insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.

c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such critical illness Insurance Contract shall be determined therefrom, and such critical illness Insurance Contract shall be incorporated herein by reference.

10. **HOSPITAL INDEMNITY INSURANCE BENEFIT**

a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's hospital indemnity Insurance Contract.

b. **Employer selects contracts.** The Employer may select suitable hospital indemnity Insurance Contracts for use in providing this hospital indemnity insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.

c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such hospital indemnity Insurance Contract shall be determined therefrom, and such hospital indemnity Insurance Contract shall be incorporated herein by reference.

11. **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT**

a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's accidental death and dismemberment Insurance Contract.

b. **Employer selects contracts.** The Employer may select suitable accidental death and dismemberment Insurance Contracts for use in providing this accidental death and dismemberment insurance benefit, which contracts will provide uniform benefits for all

Participants electing this Benefit.

c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such accidental death and dismemberment Insurance Contract shall be determined therefrom, and such accidental death and dismemberment Insurance Contract shall be incorporated herein by reference.

12. **VOLUNTARY BENEFIT(S)**

a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under a Voluntary Benefit Contract.

b. **Employer selects contracts.** The Employer may select suitable voluntary benefit Contracts for use in providing this voluntary benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.

c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such voluntary benefit Contract shall be determined therefrom, and such voluntary benefit Contract shall be incorporated herein by reference.

13. **INTENSIVE CARE INSURANCE**

a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under a Intensive Care Insurance Contract.

b. **Employer selects contracts.** The Employer may select suitable Intensive Care Insurance Contracts for use in providing this Intensive Care Insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.

c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such Intensive Care Insurance Contract shall be determined therefrom, and such Intensive Care Insurance Contract shall be incorporated herein by reference.

14. **SPECIFIED HEALTH EVENT**

a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under a Specified Health Event Contract.

b. **Employer selects contracts.** The Employer may select suitable Specified Health Event Contracts for use in providing this Specified Health Event benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.

c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such Specified Health Event Contract shall be determined therefrom, and such Specified Health Event Contract shall be incorporated herein by reference.

15. **PERSONAL SICKNESS INDEMNITY**

a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under a Personal Sickness Indemnity Contract.

b. **Employer selects contracts.** The Employer may select suitable Personal Sickness Indemnity Contracts for use in providing this voluntary benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.

c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such Personal Sickness Indemnity Contract shall be determined therefrom, and such Personal Sickness Indemnity Contract shall be incorporated herein by reference.

16. **ACCIDENT INSURANCE**

a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under an Accident Insurance Contract.

b. **Employer selects contracts.** The Employer may select suitable Personal Sickness Indemnity Contracts for use in providing this voluntary benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.

c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such Personal Sickness Indemnity Contract shall be determined therefrom, and such Accident Insurance Contract shall be incorporated herein by reference.

17. **NONDISCRIMINATION REQUIREMENTS**

a. **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a

classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

b. **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

c. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination is prohibited by Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, following manner is one option available. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his or her non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his or her non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

18. **NON-TAX DEPENDENT COVERAGE**

a. If (i) Employee Salary Redirections are made to fund Benefits under the Plan, and (ii) the Employer allows a Participant to elect to cover a Non-Tax Dependent through the Participant's coverage under group Medical, Dental or Vision benefit(s), a Participant who elects to participate in the Salary Redirection program may pay on a pre-tax basis through salary reduction contributions the Participant's portion of the premium cost of coverage under the Employer's Medical, Dental or Vision Benefits, provided that the full fair market value of such Medical, Dental or Vision coverage for any such Non-Tax Dependent shall be includible in the Participant's gross income as a taxable benefit in accordance with applicable federal income tax rules. For purposes of this Plan, the Participant electing coverage for Non-Tax Dependent(s) shall be treated as receiving, at the time that coverage is received, cash compensation equal to the full fair market value of such coverage and then as having purchased the coverage with after-tax employee contributions.

b. Notwithstanding the foregoing, no Medical Care or Dependent Care expenses incurred by or with respect to a Non-Tax Dependent of a Participant shall be eligible for reimbursement as eligible expenses under the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

V. ARTICLE - PARTICIPANT ELECTIONS

01. **INITIAL ELECTIONS**

An Employee who meets the eligibility requirements of the Section titled: "Eligibility" on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his or her effective date of participation pursuant to the Section titled: "Effective Date of Participation".

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

02. **SUBSEQUENT ANNUAL ELECTIONS**

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form or electronically, as provided by the Administrator, which spending account Benefit options he wishes to participate in. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which immediately follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

a. A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

b. A Participant may terminate his or her participation in the Plan by notifying the Administrator in writing or by electronic notification, as determined by the Employer, during the Election Period that he does not want to participate in the Plan for the next Plan Year;

c. An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in the Section titled: "Change of Status".

03. **FAILURE TO ELECT**

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election pursuant to the Section titled: "Subsequent Annual Elections" by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits, subject to the provisions of the Section titled: "Change in Status" below.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election pursuant to the Section titled: "Subsequent Annual Elections" by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

04. **CHANGE IN STATUS**

a. **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict with any of the provisions of this Plan, then such rules and regulations shall control. See below in this Section for other situations in which changes in Benefit elections are permitted.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains eligibility for coverage under any other plan, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan is consistent with that change in status only if coverage for that individual becomes applicable or is increased under said other plan. Also, if the Participant, Spouse or Dependent loses eligibility for coverage under any other plan, then a Participant's election under the Plan to start or increase coverage for that individual under the Plan is consistent with that change in

status only if coverage for that individual ceases or is decreased under said other plan.

Regardless of the consistency requirement, if the individual, or the individual's Spouse or Dependent, becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

1. Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;

2. Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;

3. Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

4. Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

5. Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

b. **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (CHIP), provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

c. **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) (collectively, an "order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) that requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

   1. The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

   2. The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan, and such coverage is actually provided.

d. **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or

Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

e. **Cost increase or decrease.** Notwithstanding subsection (a), if the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

   A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

f. **Loss of coverage.** Notwithstanding subsection (a), if the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

g. **Addition of a new benefit.** Notwithstanding subsection (a), if, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

h. **Loss of coverage under certain other plans.** Notwithstanding subsection (a), a Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

i. **Change of coverage due to change under certain other plans.** Notwithstanding subsection (a), a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse, former Spouse's employer or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse, former Spouse's employer or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse, former Spouse's employer or Dependent's employer.

j. **Change in dependent care provider.** Notwithstanding subsection (a), a Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in a dependent care provider. The availability of dependent care services from a new dependent care provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

k. Notwithstanding subsection (a), a Participant may prospectively revoke his or her election of group health plan coverage if (i) the Participant changes from full-time employment (i.e., an average of 30 hours of service per week) to part-time employment (i.e., an average of less than 30 hours of service per week), even if the Participant continues to be eligible for coverage under the group health plan, and (ii) the Participant, and any related individuals whose coverage is also to be revoked, intend to enroll in another plan that provides minimum essential coverage and is effective no later than the first day of the second month after the month during which the revocation is effective.

l. Notwithstanding subsection (a), a Participant may prospectively revoke his or her election of group health plan coverage if (i) the Participant or a covered dependent is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace, or seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period, and (ii) the Participant, or any covered dependents intend to enroll in a Qualified Health Plan through a Marketplace that is effective no later than the day immediately following the effective date of the revocation.

m. **Health Flexible Spending Account cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

VI. ARTICLE - HEALTH FLEXIBLE SPENDING ACCOUNT

01. **ESTABLISHMENT OF BENEFIT**

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of allowable Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Participant's Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

02. **DEFINITIONS**

For the purposes of this Article and the Plan, the terms below have the following meanings:

a. **"Health Flexible Spending Account"** means the account established for a Participant pursuant to this Plan to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by the Participant, his or her Spouse and his or her Dependents may be reimbursed.

b. **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

1. one of the 5 highest paid officers;

2. a shareholder who owns (or is considered to own, applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or

3. among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

c. **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his or her tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his or her Spouse or Dependent.

d. A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

e. The definitions of the Article titled: "Plan Definitions" are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

03. **FORFEITURES**

The amount in the Health Flexible Spending Account as of the end of the allowable 2.5 month Grace Period, as defined in the Article titled: "Definitions", of the normal Plan Year (including any applicable run-out period and the processing of all claims for such Plan Year pursuant to the Section titled: "Health Flexible Spending Account Claims" hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

04. **LIMITATION ON ALLOCATIONS**

Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary redirections that may be allocated to the Health Flexible Spending Account by a Participant in any Plan Year is $3,400.00. The maximum limit may increase from year-to-year pursuant to Section 125(i)(2) of the Internal Revenue Code. The minimum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is $100.00..

05. **NONDISCRIMINATION REQUIREMENTS**

a. **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

b. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, the following manner is one option available. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section and/or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

06. **COORDINATION WITH CAFETERIA PLAN**

All Participants under the Plan are eligible to receive Benefits under this Health Flexible Spending Account. Enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

07. **HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS**

a. **Expenses must be incurred during Plan Year.** All eligible Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed, subject to the Section titled: "Termination of Employment", even though the submission of such a claim occurs after his or her participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the Medical care that gives rise to the Medical Expenses, not when the Participant is formally billed or charged for, or pays for the Medical care.

b. **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his or her Spouse or Dependents.

c. **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time after incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

d. **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within the 2.5 month Grace Period, as defined in the Article titled: "Definitions" or within 121 days after the end of the Plan Year, that Medical Expense claim shall not be considered for reimbursement by the Administrator. Moreover, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after the date of termination.

08. **DEBIT AND CREDIT CARDS**

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

a. **Card only for Medical Expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical

Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

b. **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued or remain in effect for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

c. **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in the Section titled: "Limitation on Allocations".

d. **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator.

e. **Card use.** The cards shall only be used for Qualified Expense purchases as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, including, but not limited to, the following:

   1. Co-payments for doctor and other medical care;

   2. Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;

   3. Purchase of medical items such as eyeglasses, syringes, crutches, etc.

f. **Substantiation.** Such purchases by the cards shall be subject to confirmation by the Administrator, usually by requiring the Participant to submit a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation by the Administrator.

g. **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

   1. Repayment of the improper amount by the Participant;

   2. Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal and state law;

   3. Claims substitution or offset of future claims until the amount is repaid; and

   4. If subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

VII. ARTICLE - DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

01. **ESTABLISHMENT OF ACCOUNT**

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

02. **DEFINITIONS**

For the purposes of this Article and the Plan, the terms below shall have the following meaning:

a. **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

b. **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

c. **"Employment-Related Dependent Care Expenses"** means the amounts paid for those expenses of a Participant that, if paid by the Participant, would be considered employment related expenses under Code Section 21(b)(2). Generally, they include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period during which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for, the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

1. If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment Related Dependent Care Expenses only if incurred for a Qualifying Dependent (as defined in the "Definitions" Section of the Article titled: "Dependent Care Flexible Spending Account") who regularly spends at least eight (8) hours per day in the Participant's household;

2. If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than six (6) individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

3. Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid to or incurred by a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

d. **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

1. a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

2. a Dependent or Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

3. a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

e. The definitions of the Article titled: "Definitions" are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

03. **DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

04. **INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the amount of Cafeteria Plan Benefit Dollars that he has elected to apply toward his or her Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

05. **DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of the Participant pursuant to the Section titled: "Dependent Care Flexible Spending Account Claims" hereof.

06. **ALLOWABLE DEPENDENT CARE REIMBURSEMENT**

Subject to limitations contained in the Section titled: "Limitation on Payments" below, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

07. **ANNUAL STATEMENT OF BENEFITS**

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under the Section titled: "Definitions" during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

08. **FORFEITURES**

The amount in the Participant's Dependent Care Flexible Spending Account as of the end of the allowable 2.5 month Grace Period, as defined in the Article titled: "Definitions", of the normal Plan Year (and after the applicable run-out period and processing of all claims for such Plan Year pursuant to the Section titled: "Dependent Care Flexible Spending Account Claims" hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

09. **LIMITATION ON PAYMENTS**

a. **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any tax year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or $7,500.00 (or cannot exceed $7,500.00 as provided under Code Section 129 or $3,750.00 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

10. **NONDISCRIMINATION REQUIREMENTS**

a. **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination is prohibited under Code Section 129(d).

b. **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of (i) the stock of, or (ii) the capital or profits interest in, the Employer.

c. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination is prohibited by Code Section 129, it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, the following manner is one option available. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

11. **COORDINATION WITH CAFETERIA PLAN**

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

12. **DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS**

The Administrator shall direct the payment of all qualified Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

a. The Dependent or Dependents for whom the services were performed;

b. The nature of the services performed for the Dependent, the cost of which the Participant wishes reimbursement;

c. The relationship, if any, of the person performing the services to the Participant;

d. If the services are being performed by a child of the Participant, the age of the child;

e. A statement as to where the services were performed;

f. If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;

g. If the services were being performed in a day care center, a statement:

    1. that the day care center complies with all applicable laws and regulations of the state of residence,

    2. that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and

    3. of the amount of fee paid to the provider.

h. If the Participant is married, a statement containing the following:

    1. the Spouse's salary or wages, if he or she is employed, or

    2. if the Participant's Spouse is not employed, that

        i. he or she is incapacitated, or

        ii. he or she is a full-time student attending an educational institution, and the months of the year during which he or she attends such institution.

i. **Claims for reimbursement.** If a Participant fails to submit a claim within 121 days after the end of the 2.5 month Grace Period of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Dependent Care Expenses must be submitted within 90 days after the end of the Plan Year.

VIII. ARTICLE - ERISA PROVISIONS

01. **CLAIM FOR BENEFITS**

a. **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

b. **Health FSA claims.** If a Participant fails to submit a claim under the Health Flexible Spending Account within 121 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement must be submitted within 90 days after the date of termination. Once a claim is submitted, the following timetable for claims and the rules below apply:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days

Insufficient information on the claim:	
Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Plan Administrator will provide written or electronic notification of any claim denial. The notice will state:

1. The specific reason or reasons for the denial.
2. Reference to the specific Plan provisions on which the denial was based.
3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.
4. A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of the right to bring a civil action under Section 502 of ERISA following a denial on review.
5. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.
6. If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided with the denial free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When the Participant receives a denial, the Participant shall have 180 days following receipt of the notification in which to appeal the decision. The Participant may submit written comments, documents, records, and other information relating to the Claim. If the Participant requests, the Participant shall be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a decision on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

1. was relied upon in making the claim determination;
2. was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
3. demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or

4. constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

c. **Forfeitures.** Any balance remaining in the Participant's Dependent Care Flexible Spending Account or Health Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to the Section titled: "Forfeitures", whichever is applicable. Provided, any provision of the Plan to the contrary notwithstanding, where a Participant has properly appealed the denial of a claim and the appeal has not been finally resolved or the appeal has been finally resolved in favor of the Participant, no forfeiture shall take place as to any such balance in dispute. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus. If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited and returned to the Employer following a reasonable time after the date any such payment first became due.

02. **APPLICATION OF BENEFIT PLAN SURPLUS**

Any forfeited amounts credited to the benefit plan surplus may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

03. **NAMED FIDUCIARY**

The Administrator shall be the named fiduciary pursuant to ERISA Section 402 and shall be responsible for the management and control of the operation and administration of the Plan.

04. **GENERAL FIDUCIARY RESPONSIBILITIES**

The Administrator and any other fiduciary under ERISA shall discharge their duties with respect to this Plan solely in the interest of the Participants and their beneficiaries and

a. for the exclusive purpose of providing Benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Plan;

b. with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and

c. in accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with ERISA.

05. **NONASSIGNABILITY OF RIGHTS**

The right of any Participant to receive any reimbursement under the Plan shall not be alienable by the Participant by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so alienated or subjected shall not be recognized, except to such extent as may be required by law.

IX. ARTICLE - ADMINISTRATION

01. **PLAN ADMINISTRATION**

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person or persons, including, but not limited to, one or more Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or may be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery if no date is specified. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of ERISA, the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconciles any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

a. To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;

b. To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;

c. To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;

d. To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

e. To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;

f. To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

g. To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such should be paid. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;

h. To establish and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609; and

i. To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

02. **EXAMINATION OF RECORDS**

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer, for examination at reasonable times during normal business hours, such records as pertain to their interest under the Plan.

03. **PAYMENT OF EXPENSES**

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

04. **INSURANCE CONTROL CLAUSE**

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer or other benefit program that is self-insured whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

05. **INDEMNIFICATION OF ADMINISTRATOR**

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

X. ARTICLE - AMENDMENT OR TERMINATION OF PLAN

01. **AMENDMENT**

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state and local laws, statutes and regulations.

02. **TERMINATION**

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such accounts shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

XI. ARTICLE - MISCELLANEOUS

01. **PLAN INTERPRETATION**

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in the Section titled: "Severability".

02. **GENDER AND NUMBER**

Wherever any words are used herein in the masculine, feminine or gender neutral, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

03. **WRITTEN DOCUMENT**

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

04. **EXCLUSIVE BENEFIT**

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

05. **PARTICIPANT'S RIGHTS**

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

06. **ACTION BY THE EMPLOYER**

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by the Employer.

07. **EMPLOYER'S PROTECTIVE CLAUSES**

a. **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

b. **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

08. **NO GUARANTEE OF TAX CONSEQUENCES**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

09. **INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS**

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant

as regular cash compensation, plus the Participant's share of any Social Security tax and Medicare tax that would have been paid on such compensation, less any such additional income tax, Social Security tax, and Medicare tax actually paid by the Participant.

10. **FUNDING**

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11. **GOVERNING LAW**

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event does the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of Nebraska.

12. **SEVERABILITY**

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

13. **CAPTIONS**

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

14. **CONTINUATION OF COVERAGE (COBRA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

15. **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

16. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

17. **UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

18. **COMPLIANCE WITH HIPAA PRIVACY STANDARDS**

a. **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

b. **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.

c. **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term

"payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.

d. **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

    1. An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

    2. In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:

        i. investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

        ii. appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

        iii. mitigation of any harm caused by the breach, to the extent practicable; and

        iv. documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

e. **Certification.** The Employer must and hereby does provide certification to the Plan that it agrees to adopt all required provisions as mandated under HIPAA for all non-exempt group health plans, including the following:

    1. Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

    2. Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

    3. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

    4. Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

    5. Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

    6. Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

    7. Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

    8. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

    9. If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

10. Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards.

19. **COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS**

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

a. **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

b. **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

c. **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in the Section titled: "Compliance with HIPAA Privacy Standards".

20. **MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

21. **GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

22. **WOMEN'S HEALTH AND CANCER RIGHTS ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

23. **NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

Execution Agreement

IN WITNESS WHEREOF, Buffalo County has caused its authorized officer to execute this amended and restated Plan document as of _____, the same to be effective **January 01, 2026**, unless otherwise indicated herein.

Company: Buffalo County

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CERTIFICATE OF RESOLUTION

The undersigned authorized representative of **Buffalo County** (the Employer) hereby certifies that the following resolutions were duly adopted by the governing body of the Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended and restated Welfare Benefit Plan, effective January 01, 2026, presented to this meeting (and a copy of which is attached hereto) is hereby approved and adopted, and that the proper agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of said Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that the Administrator deems necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures for the provision of benefits under the Plan.

RESOLVED, that the proper agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Plan and to deliver to each employee a copy of the Summary Plan Description of the Plan, which Summary Plan Description is attached hereto and is hereby approved.

The undersigned further certifies that attached hereto as Exhibits, are true copies of Buffalo County 's Benefit Plan Document and Summary Plan Description approved and adopted at this meeting.

Company: Buffalo County

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Buffalo County

Buffalo County
PO Box 1270
Kearney, NE 68848

Buffalo County FSA Plan

Summary Plan Description

Amended and Restated January 01, 2026

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Buffalo County

Buffalo County FSA Plan

INTRODUCTION

The Company’s Flexible Benefit Plan (“Plan”) has been established to allow Eligible Employees to pay for certain benefits on a pre-tax basis. There are specific benefits that you may elect, and they are outlined in this Summary Plan Description. You will also be informed about other important information concerning the Plan, such as the conditions you must satisfy before you can join and the laws that protect your rights.

Read this Summary Plan Description (“SPD”) carefully so that you understand the provisions of the Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the Plan document, which governs the operation of the Plan. The Plan document is written in much more technical language. Please note that if the non-technical language in this SPD and the legal language of the Plan document conflict, the Plan document will always govern the Plan. Also, if there is a conflict between any of the insurance contracts and either the Plan document or this Summary Plan Description, the insurance contracts will control the respective insurance policies. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan is subject to the Internal Revenue Code and other federal and state laws and regulations that may affect your rights under this plan. This SPD explains the current details of the Plan in order to comply with all applicable legal requirements. From time to time, the Plan may be revised due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. This Plan may be amended or terminated by the Company. If the Plan is ever amended or changed, the Company will notify you.

This SPD was designed to provide you with information regarding the Company Flexible Benefit Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other assigned person). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About our Plan."

I. ARTICLE - ELIGIBILITY

01. **How can I participate in the Plan?**

    Before you can become a Participant in the Plan, there are certain conditions that you must satisfy. First, you must be an active employee working 30.00 or more hours per week or 130 hours per month and meet the eligibility requirements.

    After that, you must enroll in the Plan on the "entry date" that has been established for all employees. The "entry date" is defined in Question 3 below. However, in certain limited situations, you may enroll in the Plan at other times as well. See the Article titled: "Contributions".

02. **What are the eligibility requirements for our Plan?**

    You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan or, the date you provide certification of enrollment in another group health plan, and satisfy the other eligibility requirements established by your employer as defined in section 1.

03. **When can I enter the plan?**

    An Eligible Employee shall become a Participant effective as of the first day of the next month following your date of hire.

04. **How do I enroll in the Plan?**

    Before you can join the Plan, you must complete an enrollment form. The enrollment form will allow you to select which benefits you want to participate in under the Plan. This form will also authorize the Company to redirect some of your earnings in order to pay for the benefits you select.

    However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan. These benefits are listed in the Article titled: "Benefits".

II. ARTICLE - OPERATION

01. **How does this Plan operate?**

Before the start of each Plan Year, you will be able to elect to have some of your earnings contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your earnings that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses that you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under this Plan, you cannot claim a Federal income tax credit or deduction on your return. Participation in this plan is completely voluntary.

III. ARTICLE - CONTRIBUTIONS; ELECTIONS

01. **How much of my pay may the Employer redirect?**

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the insurance coverage provided unless you elect not to receive any or all of such coverage. You may also elect to have us contribute on your behalf enough of your compensation to pay for any other benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year on a per payroll basis.

02. **What happens to contributions made to the Plan?**

Prior to the Plan start date each year, you must decide on the amount of pre-tax dollars you want to contribute to the Plan. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, those dollars will be used to pay those expenses as they arise during the Plan Year. In addition, you should also note that any previous benefit payments made from any Account under the Plan that are unclaimed (e.g., uncashed benefit checks) at the end of the Plan Year following the period of coverage in which the qualifying expense was incurred will be forfeited to the Employer, including those unused funds remaining in your Health Flexible Spending Account after the grace period and any run-out period described in the Article titled: "Benefits".

For information regarding the administration of contributions in specific accounts under this Plan, please refer to the Article titled: "Benefits".

03. **When must I decide which accounts I want to use?**

You are required by Federal regulations to decide during the enrollment or election period (defined below) prior to the Plan Year start. You must decide which accounts you want and how much you want to contribute to each account.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance, unless you elect during the election period (defined below) not to participate in the Plan.

04. **When is the election period for our Plan?**

You will make your initial election on or before your entry date. (Please review the Article titled: "Eligibility" to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Company and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Company will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

05. **May I change my elections during the Plan Year?**

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections.

You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in

status. In addition, there are laws that give you certain other rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if the Company adds a new coverage option or eliminates an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse, former spouse or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

In addition, there are laws that give you rights to change group health coverage for you, your spouse, and/or your dependents (i) if you go from working 30 or more hours a week to working less than 30 hours a week and you intend to enroll in certain other health plans, or (ii) if you or your dependents are eligible to enroll in and intend to enroll in certain Marketplace Qualified Health Plans. If you change coverage due to rights under these laws, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the administrator.

06. **May I make new elections in future Plan Years?**

Yes. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, the Company will assume you want your elections for insured benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

IV. ARTICLE - BENEFITS

01. **What benefits are offered under the Plan?**

You may choose to receive your entire compensation or use a portion to pay for benefits under this plan.

02. **Health Flexible Spending Account**

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code and that are not covered by our insured medical plan, and to save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for out-of-pocket medical, dental and/or vision expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account for the Plan Year is $3,400.00. The maximum limit may increase from year-to-year pursuant to Section 125(i)(2) of the Internal Revenue Code. The minimum amount you contribute for the Plan Year is $100.00.

In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. The Company will also provide you with a debit card to use to pay for qualified Medical Expenses. The Administrator will provide you with further details about the debit card. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. As required by law, reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A “child” is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status for purposes of coverage changes.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

03. **Dependent Care Flexible Spending Account**

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care costs with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

The most that you can contribute to your Dependent Care Flexible Spending Account for the Plan Year is $7,500.00. The minimum amount you can contribute to the Dependent Care Flexible Spending Account for the plan year is $100.00.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

a. A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;

b. An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and

c. An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the Dependent Care Expenses you are currently paying qualify under our Plan.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) $7,500.00 (if you are married filing a joint return or you are head of a household) or $3,750.00 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed annual earned income (a spouse who is a full time student or incapable of caring for himself/herself has a deemed monthly earned income of $250 for one dependent or $500 for two or more dependents).

Also, in order to be able to exclude from your income the reimbursements made to you from this account, you must provide on your tax form for the year the name, address, and in most cases, the taxpayer identification number of the service provider, as well as the amount of such expense. In addition, Federal tax laws permit a tax credit for certain Dependent Care Expenses you may be paying even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Consult with your tax adviser for further information.

04. **Premium Expense Account**

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various group insurance programs the Company offers you. These premium expenses include:

- Health care premiums under our insured group medical plan
- Dental insurance premiums
- Vision insurance premiums
- Group term life premiums (up to $50,000 maximum benefit)
- Cancer insurance premiums
- Critical illness insurance premiums
- Hospital indemnity insurance premiums
- Accidental death and dismemberment insurance premiums
- Voluntary Benefit(s)
- Intensive Care Insurance
- Specified Health Event
- Personal Sickness Indemnity
- Accident Insurance

Under this Plan, the Company will allocate the pre-tax premium withholding to the accounts established under the Plan pursuant to the Participants' elections. Certain limits on the amount of coverage that can be paid through pre-tax premiums may apply.

The Company may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. The Company will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

V. ARTICLE - BENEFIT PAYMENTS

01. **When will I receive payments from my accounts?**

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will be reimbursed from the Health Flexible Spending Account up to your total annual election. You will be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

02. **What happens if I don't spend all Plan contributions during the Plan Year?**

If you have unused contributions in your account at the end of the current Plan Year, those monies will be forfeited to the Employer. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited.

If you have unused contributions in your Health Flexible Spending Account at the end of the current Plan Year, you can continue to receive reimbursement for expenses incurred during the first 2.5 months immediately following the end of the Plan year, until such unused funds are depleted. All claims must be submitted no later than 121 days after the end of the plan year.

For the Dependent Care Flexible Spending Account, you can continue to receive reimbursement for expenses incurred during the first 2.5 months immediately following the end of the Plan year, until such unused funds are depleted. You must submit claims no later than 121 days after the end of the 2.5 month Grace Period.

If you move to a Health Savings Account (HSA) at the end of the Plan year, you will not be eligible to make any HSA contributions before the first of the month following the end of the 2.5 month Grace Period. If a Participant ceases to be a Participant any time prior to the end of the Plan Year, he is not eligible to take advantage of the Grace Period.

Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

03. **Family and Medical Leave Act (FMLA)**

If you take a leave under the Family and Medical Leave Act, you may continue, revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage for these benefits terminates, due to your revocation of the benefit to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect $1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference – for example, from $100 per month to $150 per month, etc. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect $1,200 for the year and are out on leave for 3 months, your amount will be reduced to $900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

04. **Uniformed Services Employment and Reemployment Rights Act (USERRA)**

If you are going into or returning from military service, you may have special rights to health care coverage through your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected, ask your Administrator for further details.

05. **What happens if my employment terminates?**

If you terminate employment during the Plan Year, your right to benefits will be determined in the

following manner:

a. You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.

b. You will still be able to request reimbursement for qualifying Dependent Care Expenses up to 90 days after the end of the Plan Year from the balance remaining in your Dependent Care Account at the time of termination of employment. However, no further salary redirection contributions will be made on your behalf after termination.

c. For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection contributions will be contributed on your behalf. However, you will be able to submit, within 90 days after the date of termination, claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

06. **Will my Social Security benefits be affected?**

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as the Company contributions to Social Security on your behalf.

VI. ARTICLE - HIGHLY COMPENSATED AND KEY EMPLOYEES

01. **Do limitations apply to highly compensated employees?**

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or are highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

VII. ARTICLE - PLAN ACCOUNTING

01. **Periodic Statements**

Periodically during the Plan Year, the Administrator will provide you with a statement of your account that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

VIII. ARTICLE - GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information which you may need to know about the Plan.

01. **General Plan Information**

Buffalo County FSA Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The company amends and restates this Plan as of January 01, 2026 with an original effective date of July 01, 2007.

Your Plan's records are maintained on a twelve-month period of time known as the Plan Year. The Plan Year begins on January 01 and ends on December 31.

02. **Employer Information**

Your Employer's name, address, and tax identification number are:

Buffalo County
Heather Christensen
PO Box 1270
Kearney, NE 68848
308-236-1126
hchristensen@buffalocounty.ne.gov
FEIN: 47-6006436

03. **Plan Administrator Information**

The name and address of your Plan's Administrator are:

Buffalo County
PO Box 1270
Kearney, NE 68848
308-236-1126
hchristensen@buffalocounty.ne.gov

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

04. **Agent for Service of Legal Process**

Should it ever be necessary, you or your personal representative may serve legal process on the agent for service of legal process for the Plan. The Plan's Agent of Service is:

Buffalo County
PO Box 1270
Kearney, NE 68848
308-236-1126
hchristensen@buffalocounty.ne.gov

05. **Type of Administration**

The type of Administration is Employer Administration.

06. **Claims Submission**

Claims for expenses should be submitted to:

First Concord Benefits Group
8260 Northwoods Drive Suite 200
Lincoln, NE 68505
800-206-9942

IX. ARTICLE - ADDITIONAL PLAN INFORMATION

01. **Your Rights Under ERISA**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) and the Internal Revenue Code. These laws provide that Participants, eligible employees and all other employees are entitled to:

a. examine, without charge, at the Plan Administrator's office, all Plan documents, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor (also available at the Public Disclosure Room of the Employee Benefits Security Administration);

b. obtain copies of all documents that govern the operations of the Plan, and other Plan information, upon written request to the Administrator. The Administrator may charge a reasonable fee for copies;

c. continue health coverage for yourself, Spouse, or other dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage; and

d. review this summary plan description and the documents governing COBRA continuation rights under the Plan.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, who are called "fiduciaries" of the Plan, have a duty to do so prudently and in the best interest of you and the other Plan Participants and beneficiaries.

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in Federal court.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may request the Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Administrator. If you have any questions about this statement, or about your rights under ERISA or the Health Insurance Portability and Accountability Act (HIPAA), or if you need assistance in obtaining documents from the Administrator, you should contact either the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) or visit the EBSA website at www.dol.gov/ebsa/. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

02. **Claims Process**

It is recommended that you submit all reimbursement claims during the Plan Year. For information on how claims will be processed at the end of the Plan Year, please refer to the Article titled: "Benefit Payments".

Claims for insured benefits will be handled in accordance with procedures contained in the insurance policies. All other general requests should be directed to the Administrator of our Plan. If

a dependent care claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit to the Administrator a written request for reconsideration of the denial.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

In the case of a claim for Medical Expenses under the Health Flexible Spending Account, the following timetable for claims applies:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the claim:	
Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Plan Administrator will provide written or electronic notification of any claim denial. The notice will state:

a. The specific reason or reasons for the denial;

b. Reference to the specific Plan provisions on which the denial was based;

c. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;

d. A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under section 502 of ERISA following a denial on review;

e. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim; and

f. If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When you receive a denial, you will have 180 days following receipt of the notification in which to appeal the decision. You may submit written comments, documents, records, and other information relating to the claim. If you request, you will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a claim if it:

a. was relied upon in making the claim determination;

b. was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;

c. demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or

d. constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

03. **Qualified Medical Child Support Order**

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a participant. The child becomes an "alternate recipient" and can receive benefits under the health plans of the Employer, if the order is determined to be "qualified." You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.

X. ARTICLE - CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") beyond the time when coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

01. **What is COBRA continuation coverage?**

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

02. **Who can become a Qualified Beneficiary?**

In general, a Qualified Beneficiary can be:

a. Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

b. Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

03. **What is a Qualifying Event?**

A Qualifying Event is any of the following if the Plan provides that the Plan participant will lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

a. The death of a covered Employee.

b. The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.

c. The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.

d. A covered Employee's enrollment in any part of the Medicare program.

e. A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

04. **What factors should be considered when determining to elect COBRA continuation coverage?**

You should take into account that a failure to continue your group health coverage will affect your rights under federal law. You should be aware that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after Plan coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

05. **What is the procedure for obtaining COBRA continuation coverage?**

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

06. **What is the election period and how long must it last?**

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

07. **Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?**

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

a. the end of employment or reduction of hours of employment,

b. death of the employee,

c. commencement of a proceeding in bankruptcy with respect to the Employer, or

d. entitlement of the employee to any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES: Any notice that you provide must be ***in writing***. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

Buffalo County

PO Box 1270
Kearney, NE 68848

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include **a copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives *timely notice* that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

08. **Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?**

    If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

09. **Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?**

    Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

10. **When may a Qualified Beneficiary's COBRA continuation coverage be terminated?**

    During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

a. The last day of the applicable maximum coverage period.

b. The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.

c. The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.

d. The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.

e. The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).

f. In the case of a Qualified Beneficiary entitled to a disability extension, the later of:

1. (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or

2. the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. **What are the maximum coverage periods for COBRA continuation coverage?**

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

a. In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.

b. In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries other than the covered Employee ends on the later of:

1. 36 months after the date the covered Employee becomes enrolled in the Medicare program; or

2. 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.

c. In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.

d. In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. **Under what circumstances can the maximum coverage period be expanded?**

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be

sent to the Plan Administrator or its designee in accordance with the procedures above.

13. **How does a Qualified Beneficiary become entitled to a disability extension?**

    A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

14. **Does the Plan require payment for COBRA continuation coverage?**

    For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. **Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?**

    Yes. The Plan is also permitted to allow for payment at other intervals.

16. **What is Timely Payment for COBRA continuation coverage?**

    Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

    Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

    If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of $50 or 10% of the required amount.

17. **Are there other coverage options besides COBRA Continuation Coverage?**

    Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse’s plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

18. **Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?**

    If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

19. **How is my participation in the Health Flexible Spending Account affected?**

    You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money than you have taken out in claims. For example, if you elected to contribute an annual amount of

$750 and, at the time you terminate employment, you have contributed $400 but only claimed $200, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the $750. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee.For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your and your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

Attachment A

HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Purpose

This notice is intended to inform you of the privacy practices followed by the Company's group health Plan. It also explains the Federal privacy rights afforded to you and the members of your family as Plan Participants covered under a group health plan.

As a Plan sponsor we often need access to health information in order to perform Plan Administrator functions. We want to assure the Plan Participants covered under our group health plan that we comply with Federal privacy laws and respect your right to privacy. We require all members of our workforce and third parties that are provided access to health information to comply with the privacy practices outlined below.

Your Rights

You have the right to:

- Get a copy of your health and claims records
- Correct your health and claims records
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

Your Choices

You have some choices in the way that we use and share information as we:

- Answer coverage questions from your family and friends
- Provide disaster relief
- Market our services and sell your information

Our Uses and Disclosures

We may use and share your information as we:

- Help manage the health care treatment you receive
- Run our organization
- Pay for your health services
- Administer your health plan
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests and work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

To the extent that we have your substance use disorder patient records, subject to 42 CFR part 2, we will not share that information for investigations or legal proceedings against you without (1) your written consent or (2) a court order and a subpoena.

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get a copy of health and claims records

- You can ask to see or get a copy of your health and claims records and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct health and claims records

- You can ask us to correct your health and claims records if you think they are incorrect or incomplete. Ask us how to do this.
- We may say "no" to your request, but we'll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home, office, or mobile phone) or to send mail to a different address.
- We will consider all reasonable requests, and must say “yes” if you tell us you would be in danger if we do not.

Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our operations.
- We are not required to agree to your request, and we may say “no,” for example, if it could affect your care. If we agree to your request, we may still share this information in the event that you need emergency treatment.

Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice
You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.
Choose someone to act for you

- If someone has authority to act as your personal representative, such as if someone has your medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting **https://www.hhs.gov/hipaa/filing-a-complaint/index.html.**
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.
In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in payment for your care
- Share information in a disaster relief situation

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.
In these cases we *never* share your information unless you give us written permission:

- Marketing purposes
- Sale of your information

Our Uses and Disclosures

How do we typically use or share your health information?

We typically use or share your health information in the following ways.
Help manage the health care treatment you receive
We can use your health information and share it with professionals who are treating you.
Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.
Run our organization

- We can use and disclose your information to run our organization and contact you when necessary.
- We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage. This does not apply to long term care plans.

Example: We use health information about you to develop better services for you.
Pay for your health services
We can use and disclose your health information as we pay for your health services.
Example: We share information about you with your dental plan to coordinate payment for your dental work.
Administer your plan
We may disclose your health information to your health plan sponsor for plan administration.
Example: Your company contracts with us to provide a health plan, and we provide your company with certain statistics to explain the premiums we charge.

How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. And in all cases, if we have substance use disorder patient records about you, subject to 42 CFR part 2, we cannot use or share information in those records in civil, criminal, administrative, or legislative investigations or proceedings against you without (1) your consent or (2) a court order and a subpoena.

Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

Do research

We can use or share your information for health research.

Comply with the law

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to organ and tissue donation requests and work with a medical examiner or funeral director

- We can share health information about you with organ procurement organizations.
- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described in this notice unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Legal Information

The Company is required by law to protect the privacy of your information, provide this notice about information practices, and follow the information practices that are described in this notice.

We may change our policies at any time. Before we make a significant change in our policies, we will provide you with a revised copy of this notice. You can also request a copy of our current notice at any time. For more information about our privacy practices, contact the person listed below:

Buffalo County
Heather Christensen
PO Box 1270
Kearney, NE 68848
308-236-1126
hchristensen@buffalocounty.ne.gov

If you have any questions or complaints, please contact the Plan Administrator listed under the Article titled: "General Information About Our Plan".

Filing a Complaint If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact the person listed above. You also may send a written complaint to the U.S. Department of Health and Human Services; Office of Civil Rights. The person listed above can provide you with the appropriate address upon request or you may visit www.hhs.gov/ocr for further information.

To: Buffalo County Board of Commissioners
From: Jen Schleusener, Register of Deeds

In October 2024, Kellie John received the Buffalo County Board of Commissioner's approval to enter into a Life Cycle Agreement with Fidlar Technologies. With the Agreement, Buffalo County "pays" a reduced fee at the beginning of each year in order to have access to ALL new programs/portals/modules/system upgrades that may become available. When this Life Cycle Agreement was made, Fidlar Technologies was in the process of creating a new portal called Laredo Connect, and that portal is now up and running! At this time, I am requesting your permission to enter into a Work Order Agreement to install this new portal for the Register of Dees Office.

Laredo Connect is a web-based Laredo Account Management Portal. This portal allows customers to link multiple Laredo Users and/or multiple counties in one location, Review Invoices, Remit ACH or Credit Card Payments for Laredo Usage, Connects multiple programs to one another, and more!

- Laredo Connect takes the billing/invoicing of Laredo customers out of Buffalo County's hands. We currently have 22 customers that subscribe monthly. Laredo Connect will automatically invoice these customers for their Subscriptions and Prints made, on the first of every month. Customers will then be able to remit payment by cash or check to the Register of Deeds or by ACH or Credit Card to Fidlar Technologies via use of the new portal. Fidlar Technologies will be the Payment Facilitator. They will charge the customers a 1.5% fee for the ACH Option and a 5% fee for the Credit Card option. The ACH & Credit Cards funds will be held by Fidlar for 6 days to ensure the funds are sufficiently transferred. Fidlar will then Deposit those funds into the Register of Deeds ACH Bank Account with First National Bank. Fidlar Technologies will have authority to Deposit. Fidlar Technologies will have authorization to withdraw from this account only to facilitate Reversals of Credits made in error.
- This new module gives Buffalo County the ability to 'lock out' customers for non-payment. This is a great feature! I've spent a lot of time the past few months resending invoices & trying to get paid for prior months services. With Laredo Connect, Buffalo County is not chasing money.
- The Laredo Customers and Buffalo County can see what the customers are Viewing, Searching and Printing on this portal, in real time.
- Laredo Connect allows Laredo Subscribers to set up Invoice Alerts.

In addition, Fidlar Technologies has found that for Laredo Anywhere (the web-based Laredo Search Engine) and Tapestry EON (a web-based Search Engine for the occasional user who does not desire a monthly Subscription) to work correctly, the Register of Deeds must be using Laredo Connect. Also, without Laredo Connect, Citadel (a privacy shielding program) may not work correctly, Register of Deeds reports currently ran in the desktop version of Laredo will not be accessible, & legal-sized pages of Documents will only print to letter size (cutting off the bottom 3 inches of the Document).

Laredo Connect will only ADD Benefits to Buffalo County, and will not take any away. Had the Buffalo County Board of Commissioners not approved the Life Cycle Agreement, this portal would cost $12,000.00 (see attached Work Order Agreement). Because the Life Cycle was approved this new portal is a No Fee because it is included as a System Upgrade.

* On a Side Note, before Kellie John passed away, she was working on getting Notary Fraud Alert set up for Buffalo County. This is similar to Property Fraud Alert in that it is a notification system, but is specific to Notaries. A Notary (commissioned in any State) can sign up to be notified by email, text message, or both, when their Notary Seal has been used. The Register of Deeds Office began building a database by entering Notary Information in September 2025. I was recently informed that the Buffalo County Notary Fraud Alert Website is LIVE! Any Notary can sign up to use this free service. This is very exciting news! On April 8, 2026, this website was added as a Link on the Buffalo County Home Page as well as on the Register of Deeds Website.

Pertinent Pages of Life Cycle Agreement.

Buffalo County, Nebraska
5 Year Land Records Life Cycle Extension

This Extension is made this 1st day of October, 2024 between Buffalo County, NE and Fidlar Technologies ("Fidlar"). Buffalo County, NE and Fidlar hereby agree that the Computer System and Software License Sales Agreement dated December 30, 2013 between Buffalo County, NE and Fidlar (the "Agreement) is hereby extended for a 5 year period commencing on December 2, 2024 and terminating on December 1, 2029. Except as amended by this Extension, the terms and conditions of the Agreement, which are incorporated herein and made a part hereof, shall continue in full force and effect during the 5 year term of this Extension.

SOFTWARE SERVICES SUMMARY

Fidlar Technologies Product\Service Description	Cost
AVID	*Year 1 - $5,795.00* *Year 2 –$5,970.00* *Year 3 - $6,149.00* *Year 4 - $6,333.00* *Year 5 - $6,523.00*
Receipting (cashiering)	Included
Indexing	Included
Assisted Indexing Functionality (OCR)	Included
SSN Redaction Batch Processing	Included
iNSPECT Interface	Included
Automated Verification Functionality	Included
Astra - eRecording Catcher	Included
Property Fraud Alert Service	Included
Laredo & Tapestry (See Schedule D for remote access)	
Implementation Services	*Included*
Project Management	Included
Workflow Analysis	Included
Installation/Configuration	Included
Data Conversion	Included
Comprehensive Training	Included
Internal	Included
Public	Included
Recommended Hardware Specifications	Not Included
LifeCycle Annual Maintenance	*Included*
1-800 Support	Included
System Upgrades	Included
Training on New features & Functionality	Included
State Mandated or Regulatory Updates	Included

5 YEAR PAYMENT MILESTONES AND DATES:

LifeCycle Payments would continue to be invoiced on same schedule for the next 5 years:

Pay 12-2024 2024- $5,795 2025
Pay 12-2025 2025 -$5,970 2026
Pay 12-2026 2026- $6,149 2027
Pay 12-2027 2027- $6,333 2028
Pay 12-2028 2028- $6,523 2029

Paid by the credits in Tapestry
You have to email Fidlar when you get the invoice - to use tapestry credits.

FIDLAR TECHNOLOGIES LIFECYCLE SERVICE INCLUDES:

- The use of our AVID software product during the life of this contract
- The use of any future software product Fidlar may develop to replace AVID for the purpose of recording land records documents
- Project management, installation, conversion (excluding any needed or requested data clean-up), and training needed for the initial installation of any future Fidlar Technologies product developed to replace AVID for the purpose of recording land records documents
- The use of new add-on modules Fidlar may develop and offer to the market for the purpose of recording land records documents
- Software Maintenance to the currently licensed Fidlar developed Software Products
- Furnishing telephone support relative to the currently licensed Fidlar developed Software Products, either in their original or maintained form
- Providing legislative updates to the Fidlar developed Software Products as required by the State, except those updates that require fundamental modifications to the core design of the product
- Providing product enhancements on an ongoing basis, the frequency based on the age of the product and market requirements

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:

- The 3rd party software and hardware necessary to operate AVID, any related modules, or any future Fidlar developed product for the purpose of recording land records documents
- The installation, maintenance, or support of 3rd party software and hardware now or in the future
- Any current or future Fidlar developed software product or service not designed or offered to the market for the purpose of recording land records documents
- Any form of ownership or perpetual license to Fidlar developed software products
- Any product, service, or responsibility, now or in the future, for the backing up, recovery, or disaster recovery of information
- Any custom development for special requests from the Client
- Any needed or requested training except as stated in the above section
- Use of Fidlar developed remote access products except as outlined in Schedule D of this contract
- Enhancements or modifications to software programs at user's request; such work would be considered a billable extra

- Support to new or existing Fidlar Technologies Products not covered by this contract
- Operating System versions or their support or installation
- Database Management System versions or their support or installation
- Diagnosis or correction of problems caused by operator negligence
- Diagnosis or correction of problems caused by hardware, data media, or 3rd party software or other systems not covered by this Agreement
- Diagnosis or correction of problems caused by some naturally occurring event such as storm, flood, etc.
- Conversion costs for changes to database structure, if needed

BUYER REPRESENTS THAT THIS LIFECYCLE EXTENSION HAS BEEN READ AND ACCEPTED:

BUFFALO COUNTY, NE	FIDLAR TECHNOLOGIES
Dated: October 22, 2024	Dated: _____
By: Kellie John	By: _____
Name: Kellie John	Name: _____
Title: Register of Deeds	Title: _____

Docusign Envelope ID: 00F92957-6E46-4526-9A9F-8821D99F12D3

350 Research Parkway
Davenport, IA 52806
800.747.4600

Work Order Agreement.

March 23, 2026

Jennifer Schleusener
Buffalo County, NE Register of Deeds

Re: **Laredo Connect**

Dear Jennifer:

Per our discussion, find below a work order for the installation of Laredo Connect. Laredo Connect updates current Laredo Admin tools, integrates Laredo and AVID, as well as provides a web-based portal for your Laredo customers to manage their Laredo Users, Invoices and Payments.

Service	
Laredo Connect Installation and Training:	$12,000.00
Buffalo County LifeCycle Credit:	($12,000.00)
Cost to Buffalo County:	**$ 0.00**
TOTAL:	**$ 0.00**

Please feel free to call me if you have any questions or concerns.

Very truly yours,

Angela Stark
Partner Relationship Manager
FIDLAR TECHNOLOGIES

ACCEPTED:

BUFFALO COUNTY, NE REGISTER OF DEEDS	FIDLAR TECHNOLOGIES
By: _____	By: _____
Date _____	Date _____

Docusign Envelope ID: 00F92957-6E46-4526-9A9F-8821D99F12D3

Fidlar Technologies
County Online Payment Information

All of this information will be needed to fill out paperwork for Credit Card and ACH processing.

County Name: Buffalo County, Nebraska

County Official Name: Jennifer Schleusener

County Official Title: Register of Deeds

County Official Email: jschleusener@buffalocounty.ne.gov

County Street Address: 1512 Central Ave

County City, ST Zip: Kearney, Nebraska 68847

County Phone Number: 308-236-1239

County Website: https://buffalocounty.ne.gov/county-offices/register-of-deeds

County Tax ID#: 47-6006436

County Incorporation Date: _____MM/DD/YYYY 03/16/1855

County Average Laredo Monthly Total: 10,000.00 asked about this amount. *

County Average Laredo Transaction Amount: $585.00

County IRS Filing Name: Buffalo County, Nebraska

*See Attached Email

3,203.00+
3,200.50+
3,212.25+
3,539.20+
4,464.18+
3,744.25+
3,547.25+
3,535.25+
3,698.96+
3,773.00+
3,798.75+
3,525.00+

012

43,241.59*

43,241.59÷
12.00=
3,603.47*

Docusign Envelope ID: 00F92957-6E46-4526-9A9F-8821D99F12D3

FIDLAR TECHNOLOGIES, INC.
ACH ORIGINATION AGREEMENT
Direct Deposit
Authorization Form

I hereby authorize Fidlar Technologies, Inc., hereinafter called COMPANY, to initiate credit entries to my account indicated below and the financial institution named below, hereinafter called DEPOSITORY, to credit the same to such account. I also authorize the COMPANY to initiate debit entries to my account indicated below and the DEPOSITORY to reverse any credits made to such account in error. This authority is to remain in full force and effect until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

- County/Vendor Name: Buffalo Co Register of Deeds
- County/Vendor Address: 1512 Central Ave. Kearney, NE 68847
- Contact Person: Jennifer Schleusener
- Contact Persons Email Address: jschleusener@buffalocounty.ne.gov
- Financial Institution: First National Bank
- Routing Number: [redacted]
- Account Number: [redacted]

IMPORTANT! Check type of account: (X) Checking (__) Savings

SIGNATURE: _____

****PLEASE NOTE - WITH THIS CHANGE, ALL FUTURE PAYMENTS FROM FIDLAR WILL BE ACH'D.****

Jennifer Schleusener

From: Angela Stark <AngelaS@fidlar.com>
Sent: Friday, March 27, 2026 12:45 PM
To: Jennifer Schleusener
Subject: RE: NE Buffalo Laredo Connect

Jen,

This number is not the amount that actually flows through your office. It is an equation we use based on county population. Basically it breaks out into 3 separate amounts based on county size (small, medium, large). It doesn't directly coincide with the county.

So yes, the 10,000 amount is correct 😊

ANGELA STARK
Partner Relationship Manager
563-345-1220 | Office
563-271-1895 | Cell
AngelaS@fidlar.com



Search County Records Online with Tapestry!
Protect your most valuable investment with Property Fraud Alert!

From: Jennifer Schleusener <jschleusener@buffalocounty.ne.gov>
Sent: Wednesday, March 25, 2026 2:58 PM
To: Angela Stark <AngelaS@fidlar.com>
Subject: RE: NE Buffalo Laredo Connect

[WARNING - EXTERNAL] This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Angela,

I discussed the Agreement for the Work Order with one of our County Attorneys. Per Andy, I need to get approval from the County Board to proceed & sign this work order on behalf of the County. The next Board meeting is scheduled for April 14, 2026. I have already requested to be on the agenda & as long as I get approval at that time, we are good to go. I apologize for not looking into this earlier.

On Page 2, I noticed it states "County Average Laredo Monthly Total: 10,000.00." When I average out 2025, I come up with $3,603.47 with the highest monthly amount reaching only $4,464.18. Is the $10,000.00 correct?

Jen Schleusener

Alternate Signing Method

Visit Docusign.com, click 'Access Documents', and enter the security code:
20D96E5F9F3B466AB32F291603C8E0313

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This message was sent to you by Angela Stark who is using the Docusign Electronic Signature Service. If you would rather not receive email from this sender you may contact the sender with your request.

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NOTARY FRAUD ALERT

Notary Fraud Alert

Notary Fraud Alert is a free online subscription service offered to all public notaries, enabling them to monitor their notary name and, where applicable, commission number within the county's official land records to detect potentially fraudulent recordings made in their name or under their seal.

With mortgage and document fraud involving forged or stolen notary credentials on the rise, many notaries remain unaware that their information has been compromised until after filings occur. While **Notary Fraud Alert** does not prevent fraud, it provides an early warning system so notaries can take swift and appropriate action if suspicious activity is detected.

It's Simple!

Just sign up by providing your full notary name as it appears on your commission and, if your state issues one, your commission number. Once you've completed the setup process, you will receive a notification whenever a document is recorded using your registered information.

Log In or Create Account

Reliable

Built with top-notch technology.

Secure

Your data is safe with us.

Buffalo County, Nebraska

Jen Schleusener
Register of Deeds
(308) 236-1239

1512 Central Ave
Kearney, NE 68848

Monday - Friday
8:00am - 5:00pm

Buffalo County, Nebraska FAQ

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Data Privacy Statement: All information entered into the Notary Fraud Alert site is used exclusively for the tracking and notification of recording activity. The owner of this website (Fidlar Technologies in partnership with Buffalo County, Nebraska) agrees to never resell this information to any individual or company.

Neil A. Miller
Sheriff

Daniel J. Schleusener
Chief Deputy

BUFFALO COUNTY
OFFICE OF THE SHERIFF

2025 Avenue A • P.O. Box 2228
Kearney, Nebraska 68848
Phone (308) 236-8555

March 24, 2026

Chairman Sherry Morrow
Buffalo County Board of Commissioners
PO Box 1270
Kearney, NE 68848

The following information is being returned to you related to the Buffalo County Clerk's Office request to review a Manager Amendment Application for local approval submitted to the Nebraska Liquor Control Commission from applicant Brenda K. Schroeder; licensee Farmers Cooperative Association, 35885 Ravenna Rd, Ravenna, Buffalo County, Nebraska.

Upon reviewing the application and performing a brief local background investigation upon the applicant through local databases, there was no information discovered to preclude local approval.

Sincerely,
NEIL A. MILLER
Sheriff

Paul T. Koerner
Investigative Sergeant
cc: Sheriff Miller

From: lcc.noreply@nebraska.gov
To: ap@buffalocounty.ne.gov
Subject: NLCC Review Required
Date: Friday, March 20, 2026 2:30:38 PM

Please save this email to provide your recommendation. To review the application documents click here.

Review Type: Local Review

Job Type: Amendment Application
Job Number: 146266

License Type: Class D Beer, Wine, Spirits Off Sale O nly
Secondary Licenses: N/A

Licensee: Farmers Cooperative Assn
Premises Name: Farmers Cooperative
Premises Address: 35885 Ravenna Rd Ravenna, NE 68869-0170
Premises Type: Converted

CLERKS: For NEW APPLICATION jobs (not amendments) there are two key time frames to keep in mind:

1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.
2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (Nebraska Revised Statute 53-134). You may choose NOT to make a recommendation of approval or denial to our Commission.

PER NEBRASKA REVISED STATUTE 53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

1) There is a recommendation of denial from the local governing body
2) A citizens protest; or
3) Statutory problems that the Commission discovers.

Thank you,
Nebraska Liquor Control Commission
This is an automated email message. Please do not reply to this email address.

Nebraska Liquor Control

301 Centennial Mall South - 1st Floor PO Box 95046 Lincoln NE 68508

Application Copy

File Number: 146266

AMENDMENT TYPE	APPLICATION DATE RECEIVED
Manager Change Amendment	2026-01-13
CURRENT MANAGER NAME	CURRENT MANAGER EMAIL
PAMELA M TREFFER	
NEW MANAGER NAME	NEW MANAGER EMAIL
BRENDA K SCHROEDER	bschroder@farmerscooperative.net

QUESTIONS

Class D Beer, Wine, Spirits Off S

1. Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

   What is the premises manager's name?

   BRENDA K SCHROEDER

2. What is the manager's address?

   47080 325TH ROAD, RAVENNA, NE 68869

3. What is the manager's phone number?

   308-233-4530

4. What is the manager's email address? An email will be sent to them to obtain their personal information.

   bschroeder@farmerscooperative.net

5. What county is the manager registered to vote in?

   The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - https://www.nebraska.gov/apps-sos-voter-registration/

   Buffalo

6. Is the manager married?

   Yes
   Kevin Schroeder

7. Do you have prior experience or training in selling, serving or managing alcohol sales?

   No

8. Do you qualify under Nebraska Liquor Control Act (53-131.01) and do you intend to supervise, in person, the management of the business?

   Yes

9. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY

   Has the new manager, or their spouse, EVER been convicted of or plead guilty to any charge?

   *The Commission must be notified of any arrests and/or convictions that may occur after the date of this application.

   No

APPLICANT

PAMELA TREFFER

DECLARATION

☑ I (We) the applicant(s) agree and consent

I declare under penalty of perjury that I have read the contents of this amendment application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Additional Information Requested

File Number: 146266

AMENDMENT TYPE	APPLICATION DATE RECEIVED
Manager Change Amendment	2026-02-05

ADDITIONAL INFORMATION REQUESTED

Please see the following for information still needed for Brenda Schroeder:

1. Birth certificate OR passport

2. Spousal Affidavit of Non-Participation. I will include the link to the form:

https://lcc.nebraska.gov/sites/default/files/2025-09/Affidavit%20of%20Non-Participation_0.pdf

3. She will need to be fingerprinted for a liquor license. If she gets the digital live scan fingerprints taken, then they will send those to us. If she gets the physical fingerprint cards, then those will need to be mailed into:

NSP/CID
4600 Innovation Drive
Lincoln, NE 68521

4. Privacy Act Statement fingerprint submission form. I will include the link to the form:

https://lcc.nebraska.gov/sites/default/files/2025-09/Privacy%20Act%20Statement%2009222025.pdf

5. Individual History Request. This will be sent in a separate email to Brenda to her email address - bschroeder@farmerscooperative.net. The subject of the email will be 'Individual History Request - Nebraska Liquor Control Commission.'

Let me know if you have any questions.

Angelica Fisher angelica.fisher@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

APPLICANT

PAMELA TREFFER

SPOUSAL AFFIDAVIT OF NON-PARTICIPATION INSERT

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

☑ I acknowledge that I am the non-participating spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

☑ I acknowledge that I am the applicant of the non-participating spouse. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Kevin Schroeder
Signature of **NON-PARTICIPATING SPOUSE**

Kevin Schroeder
Print Name

State of Nebraska, County of Buffalo

The foregoing instrument was acknowledged before me

this January 14th 2026 (date)

by Kevin Schroeder
Name of person acknowledged (Individual signing document)

Brandy M Douglas
Notary Public Signature

General Notary - State of Nebraska
BRANDY M. DOUGLAS
My Comm. Exp. July 28, 2027.

Brenda Schroeder
Signature of **APPLICANT**

Brenda Schroeder
Print Name

State of Nebraska, County of Buffalo

The foregoing instrument was acknowledged before me

this January 14th, 2026 (date)

by Brenda Schroeder
Name of person acknowledged (Individual signing document)

Brandy M Douglas
Notary Public Signature

General Notary - State of Nebraska
BRANDY M. DOUGLAS
My Comm. Exp. July 28, 2027.

SPOUSAL AFFIDAVIT OF NON-PARTICIPATION INSERT

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

☑ I acknowledge that I am the non-participating spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

☑ I acknowledge that I am the applicant of the non-participating spouse. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Kevin Schroeder
Signature of **NON-PARTICIPATING SPOUSE**

Kevin Schroeder
Print Name

State of Nebraska, County of Buffalo

The foregoing instrument was acknowledged before me

this January 14th 2026 (date)

by Kevin Schroeder
Name of person acknowledged (Individual signing document)

Brandy M Douglas
Notary Public Signature

General Notary - State of Nebraska
BRANDY M. DOUGLAS
My Comm. Exp. July 28, 2027.

Brenda Schroeder
Signature of **APPLICANT**

Brenda Schroeder
Print Name

State of Nebraska, County of Buffalo

The foregoing instrument was acknowledged before me

this January 14th, 2026 (date)

by Brenda Schroeder
Name of person acknowledged (Individual signing document)

Brandy M Douglas
Notary Public Signature

General Notary - State of Nebraska
BRANDY M. DOUGLAS
My Comm. Exp. July 28, 2027.

BID FORM

PROJECT IDENTIFICATION: **RAVENNA LAKE PICKLEBALL COURTS, RAVENNA**

CONTRACT IDENTIFICATION AND NUMBER: **130-P20-273**

THIS BID IS SUBMITTED TO: **BUFFALO COUNTY CLERK, BUFFALO COUNTY COURTHOUSE, 1512 CENTRAL AVENUE, KEARNEY, NEBRASKA 68847**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt all of which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Number	Date
_____	_____, 20___
_____	_____, 20___
_____	_____, 20___
_____	_____, 20___

(b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

(c) BIDDER is familiar with and is satisfied to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

(e) BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

(g) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID SCHEDULE

NOTE: BID must include all applicable taxes and fees.

Item No.	*Description*	*Estimated Quantity*	*Unit*	*Unit Price*	*Total Estimated Price*
1	Mobilization	1	L.S.		
2	Remove & Haul Existing Trees	2	Each		
3	Excavate & Haul Stripping Material (6" Deep), Established Quantity, E.Q.	100	C.Y.		
4	Common Excavation (E.Q.)	86	C.Y.		
5	Construct 5" Thick P.C. Concrete Post-Tensioned Courts	498	S.Y.		
6	Furnish & Apply Court Surfacing & Striping, Complete (4 colors, including lines)	498	S.Y.		
7	Construct 4" Thick P.C. Concrete Sidewalk	840	S.F.		
8	Furnish & Install Pickleball Court Nets, Posts, & Anchors (Complete in-place)	2	Each		
9	Furnish & Install Chain Link Fencing (including posts, mesh, gates, hardware, etc.) a. 4' Tall	38	L.F.		
	b. 8' Tall	284	L.F.		
10	Seeding	1	L.S.		
11	Construction Staking	1	L.S.		
12	Material Testing	1	L.S.		

TOTAL BID FOR ALL UNIT PRICES _____

_____ ($_____)

(in words) (in figures)

Unit Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the WORK will be completed on or before the following dates:

Substantial Completion:_____[Bidder Complete]

Final Completion:_____[Bidder Complete]

OWNER desires all work to be completed by September 30, 2026.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

Rec 3/9/2026

File with Your County Assessor on or Before December 31

Exemption Application

for Tax Exemption on Real and Personal Property by Qualifying Organizations

Read instructions on reverse side.

FORM 451

Failure to properly complete or timely file this application will result in a denial of the exemption.

Name of Organization	County Name	Tax Year
Spousal/Sexual Abuse Family Education Center, Inc.	Buffalo	2026

Name of Business if Different than Organization	State Where Incorporated
S.A.F.E. Center	Nebraska

Name of Owner of Property	Value of Real Property	Value of Personal Property	Parcel ID Number
Jacobsen, Orr, Lindstrom & Holbrook, P.C., L.L.O.	$ 342,290	$	[redacted]

Street or Other Mailing Address of Applicant	Contact Name	Phone Number
P.O. Box 1060	Coy Clark	308-234-5579

City	State	Zip Code	Email Address
Kearney	NE	68848	cclark@jacobsenorr.com

Type of Organization (Please attach documentation of organization's formation and purpose)

☐ Agricultural and Horticultural Society ☐ Educational Organization ☐ Religious Organization ☑ Charitable Organization ☐ Cemetery Organization

Name	Title of Officers, Directors, or Partners	Phone Number	Email Contacts
Samantha Merrill Clark	Chairperson	308-237-2599	smerrill@jacobsenorr.com
Katie Solomon	Vice Chairperson	308-237-2599	katie.solomon@commonspirit.org
Megan Dubowsky	Treasurer	308-237-2599	megandubowsky2@gmail.com

Legal description of real property and general description of all depreciable tangible personal property, except licensed motor vehicles:
PROPERTY DESCRIPTION IS CONFIDENTIAL AND SHOULD NOT BE DISCLOSED

For more information on permissive exemptions, please scan the QR code .

Property described above is used in the following exempt category (please mark the applicable boxes):

☐ Agricultural and Horticultural Society ☐ Educational ☐ Religious ☑ Charitable ☐ Cemetery

Give a detailed description of the primary use of the property and all other uses of the property: Please attach ALL documents that would support the property for possible exemption. The burden of proof lies with the organization applying for exemption. Please attach additional pages if needed.

This property is used as a shelter for victims of domestic abuse and sexaul assualt. It is primarily utilized by women and children.

All organizations, except for an Agricultural and Horticultural Society, must complete the following questions.

Is all of the property used exclusively as described above? ☑ YES ☐ NO

Is the property used for financial gain or profit to either the owner, the owner or organization making exclusive use of the property, or private individuals? ☐ YES ☑ NO

Is a portion of the property used for the sale of alcoholic beverages? ☐ YES ☑ NO
If Yes, state the number of hours per week _____

Is the property owned or used by an organization which discriminates in membership or employment based on race, color, or national origin? ☐ YES ☑ NO

Under penalties of law, I declare that I have examined this exemption application and, to the best of my knowledge and belief, it is correct and complete. I also declare that I am duly authorized to sign this exemption application.

sign here ▶ Authorized Signature: [signature] | Title: Attorney for Trustee | Date: 2-5-26

Retain a copy for your records.

For County Assessor's Recommendation

☑ Approval

☐ Approval of a Portion

☐ Denied

COMMENTS: 100% Exempt

▶ Signature of County Assessor: [signature] | Date: 3/9/2026

For County Board of Equalization Use Only

☐ Approved

☐ Approval of a Portion

☐ Denied

If the County Board's determination is different from the County Assessor's recommendation, an explanation is required.

I declare that to the best of my knowledge and belief, the determination made by the County Board of Equalization is correct pursuant to the laws of the State of Nebraska.

▶ Signature of County Board Member | Date

County Clerk: A legible copy of this form showing the final decision of the County Board of Equalization must be delivered electronically to the Nebraska Department of Revenue within seven days after the Board's decision.

File with Your County Assessor on or Before December 31

Exemption Application

for Tax Exemption on Real and Personal Property by Qualifying Organizations

Read instructions on reverse side.

RECEIVED
BUFFALO COUNTY
ASSESSOR'S OFFICE
DATE 3-13-26 PAD

FORM 451

Failure to properly complete or timely file this application will result in a denial of the exemption.

Name of Organization	County Name	Tax Year
Buffalo County Community Health Partners, Inc.	Buffalo	2026

Name of Business if Different than Organization	State Where Incorporated
dba Buffalo County Community Partners	Nebraska

Name of Owner of Property	Value of Real Property	Value of Personal Property	Parcel ID Number
Buffalo County Community Partners	$ 2,000,000	$ 2,000,000	6035660505

Street or Other Mailing Address of Applicant	Contact Name	Phone Number
PO Box 1466	Denise Zwiener	308-865-2284

City	State	Zip Code	Email Address
Kearney	NE	68866	dzwiener@bcchp.org

Type of Organization (Please attach documentation of organization's formation and purpose)

☐ Agricultural and Horticultural Society ☐ Educational Organization ☐ Religious Organization ☑ Charitable Organization ☐ Cemetery Organization

Name	Title of Officers, Directors, or Partners	Phone Number	Email Contacts
See attached			

Legal description of real property and general description of all depreciable tangible personal property, except licensed motor vehicles:

Purchase of 6020 sq ft building with parking lot at 2810 West 24th Street, Kearney, NE; to be used for operations of Buffalo County Community Partners

For more information on permissive exemptions, please scan the QR code .

Property described above is used in the following exempt category (please mark the applicable boxes):

☐ Agricultural and Horticultural Society ☐ Educational ☐ Religious ☑ Charitable ☐ Cemetery

Give a detailed description of the primary use of the property and all other uses of the property: Please attach ALL documents that would support the property for possible exemption. The burden of proof lies with the organization applying for exemption. Please attach additional pages if needed.

Mission to build connections with people who share the passion to measure, promote and strengthen the wellbeing of Buffalo County. The building will host offices for 10 full time staff and three interns as well as two meeting spaces with kitchen. We identify issues, facilitate community conversations to find innovative local solutions with trusted partners. Every dollar invested in this mission saves $10 in goverment funded programing.

All organizations, except for an Agricultural and Horticultural Society, must complete the following questions.

Is all of the property used exclusively as described above? ☑ YES ☐ NO

Is the property used for financial gain or profit to either the owner, the owner or organization making exclusive use of the property, or private individuals? ☐ YES ☑ NO

Is a portion of the property used for the sale of alcoholic beverages? ☐ YES ☑ NO
If Yes, state the number of hours per week _____

Is the property owned or used by an organization which discriminates in membership or employment based on race, color, or national origin? ☐ YES ☑ NO

Under penalties of law, I declare that I have examined this exemption application and, to the best of my knowledge and belief, it is correct and complete. I also declare that I am duly authorized to sign this exemption application.

sign here Denise Zwiener — Authorized Signature | CEO — Title | 3.10.26 — Date

Retain a copy for your records.

For County Assessor's Recommendation

☑ Approval COMMENTS: 100%

☐ Approval of a Portion

☐ Denied

Signature of County Assessor | 3/16/2026 — Date

For County Board of Equalization Use Only

☐ Approved

☐ Approval of a Portion

☐ Denied

If the County Board's determination is different from the County Assessor's recommendation, an explanation is required.

I declare that to the best of my knowledge and belief, the determination made by the County Board of Equalization is correct pursuant to the laws of the State of Nebraska.

Signature of County Board Member | Date

County Clerk: A legible copy of this form showing the final decision of the County Board of Equalization must be delivered electronically to the Nebraska Department of Revenue within seven days after the Board's decision.

Instructions

Who May File. An organization that owns real or depreciable tangible personal property, except licensed motor vehicles, and is seeking a property tax exemption, must file an Exemption Application for Tax Exemption on Real and Personal Property by Qualifying Organizations, Form 451, if:

1. The property is owned by and used exclusively for agricultural and horticultural societies; or
2. The property is:
   a. Owned by educational, religious, charitable, or cemetery organizations, or any organization for the exclusive benefit of any educational, religious, charitable, or cemetery organization;
   b. Used exclusively for educational, religious, charitable, or cemetery purposes;
   c. Not owned or used for financial gain or profit to either the owner or user;
   d. Not used for the sale of alcoholic beverages for more than 20 hours per week; **AND**
   e. Not owned or used by an organization which discriminates in membership or employment based on race, color, or national origin.

An organization must file a Form 451 if new property is acquired, or if the property is converted to exempt use. **Applications not completed in full, including the estimated value of the real property, and if applicable the personal property, will result in the denial of the requested exemption.**

When and Where to File. The Form 451 must be filed on or before the December 31 immediately preceding the year for which the exemption is sought, with the county assessor of the county where the property is subject to tax.

Late Filings/Waivers. If an organization fails to file a Form 451 on or before December 31, it may file a Form 451 on or before June 30 with the county assessor. The organization or society must also file a written request with the county board of equalization for a waiver, so that the county assessor may consider the application for exemption. The county board of equalization may grant the waiver upon finding that good cause exists for the failure to make application on or before December 31.

If the waiver is granted, the county assessor will examine the application and recommend to the county board of equalization whether the real property or tangible personal property should be taxable or exempt. The county assessor must assess a penalty against the organization in the amount of 10% of the tax that would have been assessed had the waiver been denied or $100, whichever is less, for each calendar month or fraction thereof for which the filing of the exemption application missed the December 31 deadline. The penalty may not be waived.

Property Acquired or Converted to Exempt Use. If property is acquired or converted to exempt use after January 1, the organization may file an application for exemption on or before July 1 of the year the property was acquired or converted. If an organization, between July 1 and levy date (October 20), purchases property that has been granted a tax exemption, and the property continues to be qualified for exemption, the purchasing organization must file an application for exemption on or before November 15.

Taxable property acquired or converted after July 1 is not eligible for exemption that year. If an application is filed, it will be considered an application for exemption for the next year.

Intervening Years. After an exemption has been approved, a new application must be filed for every year evenly divisible by four. For the intervening years (those years not evenly divisible by four), the Statement of Reaffirmation of Tax Exemption, Form 451A , must be filed on or before the December 31 immediately preceding the year for which the exemption is sought, except for real property of cemeteries.

Cemetery Organizations. Any real property exemption granted to a cemetery organization will remain in effect without reapplication, unless disqualified by change of ownership or use. On or before August 1, the county assessor must annually review the ownership and use of all cemetery real property and report this review to the county board of equalization.

Appeal Procedures. In the event of disapproval of this application by the county board of equalization, an appeal may be filed with the Tax Equalization and Review Commission within 30 days of the final decision.

Specific Instructions. Property tax exemptions are strictly construed, and it is the responsibility of the applicant to prove the property qualifies for an exemption. Failure to provide a detailed use of the property in the space provided may result in the denial of the application. The burden of proof lies with the organization to provide all documentation that would support the potential of the exemption being approved.

If the property is used for more than one type of use, mark the appropriate blocks and give the approximate percentage of use under the classification. Describe in detail the use of the property for which an exemption is sought. Explain any circumstances when the property may be used for taxable purposes. If additional space is needed, use a separate sheet of paper and attach a copy to each copy of this form.

The completed Form 451 must be retained by the county clerk after the county board of equalization action, with a legible copy forwarded electronically to the Department within seven days of the board's decision. The county assessor may make copies for the county's records.

BUFFALO COUNTY community partners

BOARD MEMBERS – 2026

BUSINESS AND INDUSTRY

Non-Revolving:

TBD, President
Kearney Chamber of Commerce
1007 2nd Ave
Kearney, NE 68847
Bus: 308-237-3101
Cell:
E-mail:
(Term Expires 12/31/28)

Revolving:

Amanda Shoemaker, Royal Neighbors
19385 130th Rd
Riverdale, NE 68870
Cell: (402) 490-1419
Email: ajurek@consulttagg.com
(Term Expires 12/31/27)

Nadia Saadi
Arram Family Foundation
5910 5th Ave Pl
Kearney, NE 68845
Cell: (308) 627-5920
Email: nadiajsaadi@gmail.com
(Term Expires 12/31/27)

Jon Brandt *(Vice Chairman)*, Attorney
Klein, Brewster, Brandt and Messersmith
3423 2nd Avenue, Suite 7
PO Box 521
Kearney, NE 68848
Bus: 308-237-5545
Cell:308-440-1583
Email: jonbrandt@kleinbrewster.com
(Term Expires 12/31/27)

CIVIC, CHURCH & CONSUMER

Non-Revolving:

John Lakey
Kearney Resident
Retired
315 W 38th Street
Kearney, NE 68845
Cell: 308-440-5225
Email: lakeyjl@rcom-ne.com
(Term Expires 12/31/27)

Revolving:

Cindi Coulter
Ravenna Resident
Cell:308-390-4609
Email: cindicoulter@gmail.com
(Term Expires 12/31/28)

Kathy Gifford
Kearney Resident
4203 7th Avenue
Kearney, NE 68845
Home: 308-237-9245
Cell: 308-224-4297
E-Mail: giffordk1973@gmail.com
(Term Expires 12/31/27)

Bob Bednar
Miller Resident
Retired, Pleasanton Counselor
7360 525th Rd
Cell: 308-440-7417
Email: bednar.bob@gmail.com
(Term Expires 12/31/28)

BUFFALO COUNTY community partners

BOARD MEMBERS – 2026

CIVIC, CHURCH & CONSUMER ***con't***

Tammy Jackson
Kearney Resident
Retired, Director of Sales at Ramada
4806 L Avenue Pl
Kearney, NE 68847-8549
Cell: 308-440-6248
Email: tammyvjackson4@gmail.com
(Term Expires 12/31/26)

Deb Schroeder, Shelton Community
Retired Information Systems,
University of Nebraska Kearney
6231 S Wiseman Rd
Shelton, NE
Cell: 308-216-0028
Email: deb.schroeder50@gmail.com
(Term Expires 12/31/26)

HEALTH CARE AND MENTAL HEALTH CARE
Non-Revolving:
TBD, President
CHI Health – Good Samaritan
P.O. Box 1990 – 10E 31st Street
Kearney, NE 68848-1990
Cell:
E-mail:
(Term Expires 12/31/27)

Dr. Ken Shaffer, MD, Retired Pediatrician
3803 13th Ave
Kearney, NE 68845
Cell: 308-293-3009
Email: docshaf@charter.net
(Term Expires 12/31/28)

Revolving:
Megan Dahlke, LIMHP
Children's Hospital Clinic
211 W 33rd Street
Kearney, NE 68845
Bus: 308-236-2410
Cell: 308-440-4389
E-mail: medahlke@childrensnebraska.org
(Term Expires 12/31/28)

Derick Lorentz ***(Treasurer)***, CFO
Kearney Regional Medical Center
804 22nd Ave
Kearney, NE 68845
Cell: 402-890-4673
Email: derick.lorentz@bryanhealth.org
(Term Expires 12/31/27)

Ron Dobesh, MD, Retired
Physician
21 East 48th Street
Kearney, NE 68845
Bus: (308)234-5536 (St. James)
Cell: (308)440-5864
Email: cyberdoc@charter.net
(Term Expires 12/31/26)

EDUCATION
Non-Revolving
Jason Mundorf, Superintendent
Kearney Public Schools
310 West 24th Street
Kearney, NE 68845
Bus: (308) 698-8020
Cell: (308) 643-7605
E-mail: jasmundorf@kearneycats.com
(Term Expires 12/31/27)

Diane Duffin ***(Past Chairman)***
Professor, Political Science
University of Nebraska at Kearney
905 W 25th Street
Kearney, NE 68849-1220
Bus: (308)865-8758
Cell: (308) 224-9918
E-mail: duffind@unk.edu
(Term Expires 12/31/28)

Revolving
Dannie Brian – UNK Pre-Med Student
1312 W 20th St
Kearney, NE 68845
Cell: (531) 739-8771
E-mail: briand@lopers.unk.edu
(Term Expires 12/31/27)

BUFFALO COUNTY community partners

BOARD MEMBERS – 2026

GOVERNMENT

Non-Revolving:

Kellie John
Buffalo County Register of Deeds
PO Box 1270
Kearney, NE 68847
Home: 308-236-1214
Cell: 308-440-9682
E-Mail: deeds@buffalocounty.ne.gov
(Term Expires 12/31/27)

Nichole Hersh *(Chairman)*
Kinship Navigator Director, DHHS
24 West 16th St
Kearney, NE 68847
Home: 308- 218-9985
Email: nichole.hersh@nebraska.gov
(Term Expires 12/31/26)

Revolving:

Sarah Sawin *(Secretary)*
Director of Utilities, City of Kearney
18 East 22nd Street
PO Box 1180
Kearney, NE 68848-1180
Bus: 308-233-3238
Cell: 308-627-3092
Email: ssawin@kearneygov.org
Website: www.cityofkearney.org
(Term Expires 12/31/26)

Dusty Newton, Administrator
Village of Elm Creek, Early Childhood Collaborative
535 W Boyd Ave
PO Box 130
Elm Creek, NE 68836-0130
Bus: 308-856-1005
Email: administrator@elmcreekne.com
(Term Expires 12/31/26)

HUMAN SERVICES

Non-Revolving:

Tammy Jeffs, Director of Community Services
Community Action Partnership of Mid-Nebraska
16 West 11th Street
P.O. Box 2288
Kearney, NE 68848-2288
Bus: (308) 865-5675
E-mail: tjeffs@mnca.net
(Term Expires 12/31/26)

Revolving:

Nikki Gausman
Executive Director
SAFE Center
620 East 25th Street, Suite 14
Kearney, NE 68847
Bus: (308) 237-2599
E-mail: safecenter@safecenter.org
Website: safecenter.org
(Term Expires 12/31/28)

Angela Smith
Voc Rehab
315 W 60th St, Ste 400
Kearney, NE 68845
Bus: 308-440-6677
Cell: 308-627-6464
E-mail: angela.c.smith@nebraska.gov
(Term Expires 12/31/26)

Date: March 31st, 2026

To: Buffalo County Board

Subject: Tax List Corrections

Approved by action of the County Board: on This _____ Day of _____, 2026.

_____

Chairperson

1 – Real Estate

- #5221 - Homestead Exemption: Original Audit (2023) showing 100% to 10% was incorrect - DOR notified to change back to 100%

1 Corrections for the month of March 2026

Tax List Correction

BUFFALO County, Nebraska

Property ID: 440045000 - RE (440045000)

Date: 03-09-2026

No: 5221

Name and Address:
WICK, HAROLD & WF

Description of Property:
12-10-17 TR IN SE1/4 (.55 A)

Tax Year: 2023
590 School: 10-0119
District: 590 TAX DISTRICT

19450 175TH RD
RIVERDALE, NE 68870-9723

Stmnt No: 23602

* Tax Credit of 168.68 consists of 168.68 in Non-Ag Credit, 0.00 in Agland Credit, and 0.00 in Unused Credit, and 0.00 in School Credit, and 0.00 in Unused School.
* Tax Credit of 0.00 consists of 168.68 in Non-Ag Credit, 0.00 in Agland Credit, and 168.68 in Unused Credit, and 0.00 in School Credit, and 0.00 in Unused School.

	Actual Valuation	Tax Rate	Consolidated Tax	Tax Credit *	Homestead Value	Homestead Credit	Penalty Tax	1st Half	2nd Half	Total Tax
Original Amount	151,550	1.30485200	1,977.50	168.68	15,155	197.76	0.00	805.53	805.53	1,611.06
Corrected Amount	151,550	1.30485200	1,977.50	0.00	151,550	1,977.50	0.00	0.00	0.00	0.00
Additional Amount					136,395	1,779.74				
Deducted Amount				168.68				805.53	805.53	1,611.06

Reason for Correction: ORIGINAL 2023 AUDIT 100% TO 10% WAS INCORRECT (#5143)- SHOULD HAVE ALWAYS BEEN 100%

I hereby direct the County Treasurer of BUFFALO County to accept this Official Correction made for the above named party and description and to issue his receipt in payment of the corrected tax as shown above.

ALL CORRECTIONS MADE ON THE TAX ROLL MUST BE SHOWN IN RED.

Approved by action of the County Board

this _____ day of _____, _____

Chairman

County Assessor - County Clerk

440045000

By _____

Deputy

File with Your County Treasurer

Application for Exemption
from Motor Vehicle Taxes by Qualifying Organizations
• Read instructions on reverse side.

FORM **457**

Name of Organization	Tax Year	Value of Motor Vehicles
AMERICAN NATIONAL RED CROSS	2026	
Name of Owner of Property	**County Name**	**State Where Incorporated**
AMERICAN NATIONAL RED CROSS	BUFFALO	NE
Street or Other Mailing Address	**Contact Name**	**Phone Number**
520 WEST 48TH ST	TINA LYONS	(402) 960-9973
City / State / Zip Code	**Email Address**	
KEARNEY, NE 68845	TINA.LYONS@REDCROSS.ORG	

Type of Ownership:
☐ Agricultural and Horticultural Society ☐ Educational ☐ Religious ☑ Charitable ☐ Cemetery ☐ For-profit Nursing Facilities

Charitable Organizations: Motor Vehicle described above is used in the following exempt category (please mark the applicable boxes):
☐ Agricultural and Horticultural Society ☐ Educational ☐ Religious ☑ Charitable ☐ Cemetery

Charitable and For-Profit Organizations, please answer the following:
Are the motor vehicles used exclusively as indicated? (see instructions) ☑ YES ☐ NO
If No, give percentage of exempt use: _____%

For-profit Nursing/Assisting Living Facilities, please select the applicable box:
☐ Nursing Facility ☐ Skilled Nursing Facility ☐ Assisted-Living Facility
What percentage of occupied beds have been provided to medicaid beneficiaries over the most recent three-year period? _____%

Name	Title of Officers, Directors, or Partners	Address, City, State, Zip Code
TINA LYONS	FLEET MANAGER	3838 DEWEY AVE OMAHA, NE 68123

Description of the Motor Vehicles
•Attach an additional sheet, if necessary.

Motor Vehicle Make	Model Year	Body Type	Vehicle ID Number	Registration Date or Date of Acquisition, If Newly Purchased
DODGE GRAND CARAVAN (30815)	2017	PASSENGER CAR	2C4RDGBG5HR706414	5/31/2026

Give a detailed description of the use of the motor vehicle:
THESE VEHICLES ARE USED TO TRANSPORT EMPLOYEES AND SUPPLIES TO BLOOD DRIVES.

Under penalties of law, I declare that I have examined this exemption application and, to the best of my knowledge and belief, it is correct and complete. I also declare that I am duly authorized to sign this exemption application.

sign here ▶ Tina Lyons — Authorized Signature | FLEET MANAGER — Title | 4/6/2026 — Date

For County Treasurer Recommendation

☒ Approval
☐ Denial

Comments: _____

▶ Brenda R Rohwer — Signature of County Treasurer | 4-6-26 — Date

For County Board of Equalization Use Only

☐ Approved
☐ Denied

If the County Board's determination is different from the County Treasurer's recommendation, an explanation is required.

I declare that to the best of my knowledge and belief, the determination made by the County Board of Equalization is correct pursuant to the laws of the State of Nebraska.

▶ Signature of County Board Member | Date

Authorized by Neb. Rev. Stat. §§ 77-202(1)(c) and (d), and 60-3,185, and 60-3,189

Please retain a copy for your records.

File with Your County Treasurer

Application for Exemption
from Motor Vehicle Taxes by Qualifying Organizations
• Read instructions on reverse side.

FORM **457**

Name of Organization Community Action Partnership Of Mid-Nebraska	Tax Year 2026	Value of Motor Vehicles
Name of Owner of Property Community Action Partnership Of Mid-Nebraska	County Name Buffalo	State Where Incorporated Ne
Street or Other Mailing Address PO Box 2288	Contact Name Rex Herrick	Phone Number (308) 865-5675
City / State / Zip Code Kearney NE 68848	Email Address maintenance@mnca.net	

Type of Ownership:
☐ Agricultural and Horticultural Society ☑ Educational ☐ Religious ☐ Charitable ☐ Cemetery ☐ For-profit Nursing Facilities

Charitable Organizations: Motor Vehicle described above is used in the following exempt category (please mark the applicable boxes):
☐ Agricultural and Horticultural Society ☑ Educational ☐ Religious ☐ Charitable ☐ Cemetery

Charitable and For-Profit Organizations, please answer the following:
Are the motor vehicles used exclusively as indicated? (see instructions) ☑ YES ☐ NO If No, give percentage of exempt use: _____%

For-profit Nursing/Assisting Living Facilities, please select the applicable box:
☐ Nursing Facility ☐ Skilled Nursing Facility ☐ Assisted-Living Facility
What percentage of occupied beds have been provided to medicaid beneficiaries over the most recent three-year period? _____%

Name	Title of Officers, Directors, or Partners	Address, City, State, Zip Code
Barb Roebuck	President	120 W 12th St. North Platte, Ne. 69101
Myron Kouba	Vice-President	1015 13th Ave. Kearney, Ne. 68845
Coy Clark	Treasurer	322 W 39th St. Kearney, Ne. 68848

Description of the Motor Vehicles
•Attach an additional sheet, if necessary.

Motor Vehicle Make	Model Year	Body Type	Vehicle ID Number	Registration Date or Date of Acquisition, if Newly Purchased
Kia	2019	Optima	5XXGT4L39KG325430	
Chevy	2022	Equinox	2GNAXUEV0N6135397	

Give a detailed description of the use of the motor vehicle:

Under penalties of law, I declare that I have examined this exemption application and, to the best of my knowledge and belief, it is correct and complete. I also declare that I am duly authorized to sign this exemption application.

sign here ▶ Rex H — Authorized Signature | Vevicle Maintenance Supervisor — Title | 3/18/2026 — Date

For County Treasurer Recommendation

☑ Approval
☐ Denial

Comments: _____

Brenda R Rohrich — Signature of County Treasurer | 3-19-26 — Date

For County Board of Equalization Use Only

☐ Approved
☐ Denied

If the County Board's determination is different from the County Treasurer's recommendation, an explanation is required.

I declare that to the best of my knowledge and belief, the determination made by the County Board of Equalization is correct pursuant to the laws of the State of Nebraska.

▶ Signature of County Board Member | Date

Authorized by Neb. Rev. Stat. §§ 77-202(1)(c) and (d), and 60-3,185, and 60-3,189

Please retain a copy for your records.