BUFFALO COUNTY BOARD OF COMMISSIONERS
BUFFALO COUNTY BOARD OF EQUALIZATION
TUESDAY, MARCH 23, 2021

The Buffalo County Board of Commissioners and the Buffalo County Board of Equalization met on Tuesday, March 23, 2021 at 9:00 A.M. and 9:45 A.M. Chairman McMullen called the meeting to order and led those present in the Pledge of Allegiance. The following Board members responded to roll call: Timothy Higgins, Ivan Klein, Ronald Loeffelholz, Daniel Lynch, Sherry Morrow and William McMullen. Absent: Myron Kouba. 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 web site, and the bulletin boards located outside the County Clerk's office and County Board Room on March 18, 2021. Chairman McMullen 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 Janice Giffin took all proceedings hereinafter shown; while the convened meeting was open to the public. County Attorney Shawn Eatherton was present.

REGULAR AGENDA

Moved by Higgins and seconded by Loeffelholz to approve the March 9, 2021 Board meeting minutes. Upon roll call vote, the following Board members voted "Aye": Higgins, Loeffelholz, Klein, Lynch, Morrow and McMullen. Absent: Kouba. Motion declared carried.

Moved by Morrow and seconded by Lynch to ratify the following March 12, 2021 payroll claims processed by the County Clerk. Upon roll call vote, the following Board members voted "Aye": Morrow, Lynch, Higgins, Klein, Loeffelholz and McMullen. Absent: Kouba. Motion declared carried.

GENERAL FUND			
NET PAYROLL			268,152.12
AMERICAN FAMILY LIFE	I	PREMIUMS	1,037.63
RETIREMENT PLANS AMERITAS	R	EMPE RET	45,276.31
BUFFALO CO TREASURER	I	PREMIUMS	112,312.00
FIRST CONCORD	E	FLEX FUNDS	4,911.74
FIRST NATIONAL BANK	T	FEDERAL TAXES	90,488.61
KEARNEY UNITED WAY	E	DONATIONS	104.67
KATHLEEN A LAUGHLIN	E	GARNISH	402.00
MADISON NATIONAL	I	PREMIUMS	994.64
MADISON NATIONAL	I	LT DISABILITY	299.57
MASSMUTUAL	R	DEFERRED COMP	1,175.00
NATIONWIDE RETIREMENT	R	DEFERRED COMP	1,080.00
NE CHILD SUPPORT	E	CHILD SUPPORT	1,231.50
PRINCIPAL	E	DENTAL	3,182.44
PROFESSIONAL CHOICE	E	GARNISH	157.33
STATE OF NE	T	STATE TAXES	15,123.99
VISION SERVICE PLAN	E	EMPE VSP EYE	838.33
ROAD FUND			
NET PAYROLL			53,932.40
AMERICAN FAMILY LIFE	I	PREMIUMS	907.19
RETIREMENT PLANS AMERITAS	R	EMPE RET	8,636.15
BUFFALO CO TREASURER	I	PREMIUMS	2,567.00
BUFFALO CO COURT	E	GARNISHMENT	152.62
FIRST CONCORD	E	FLEX FUNDS	677.42
FIRST NATIONAL BANK	T	FEDERAL TAXES	16,199.47
MADISON NATIONAL	I	PREMIUMS	161.10
MADISON NATIONAL	I	LT DISABILITY	107.53
NATIONWIDE RETIREMENT	R	DEFERRED COMP	272.50
NE CHILD SUPPORT	E	CHILD SUPPORT	242.00
PRINCIPAL	E	DENTAL	930.88
STATE OF NE	T	STATE TAXES	2,436.76
VISION SERVICE PLAN	E	EMPE VSP EYE	205.22
WEED FUND			
NET PAYROLL			4,917.02
RETIREMENT PLANS AMERITAS	R	EMPE RET	777.30
BUFFALO CO TREASURER	I	PREMIUMS	248.00
FIRST CONCORD	E	FLEX FUNDS	33.33
FIRST NATIONAL BANK	T	FEDERAL TAXES	1,586.39
MADISON NATIONAL	I	LT DISABILITY	3.44

PRINCIPAL	E	DENTAL	60.96
STATE OF NE	T	STATE TAXES	251.69

Moved by Morrow 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": Morrow, Klein, Higgins, Loeffelholz, Lynch and McMullen. Absent: Kouba. Motion declared carried.

FROM	0100	GENERAL FUND	TO	5400	WEED FUND	$ 25,000.00

At the request of Sheriff Neil Miller the renewal of the Advanced Correctional Health Care contract has been tabled until June 22, 2021.

After discussion it was moved by Morrow and seconded by Klein for the approval to create Fund 2580 for the COVID American Rescue Plan Fund with the following Resolution 2021-17. Upon roll call vote, the following Board members voted "Aye": Morrow, Klein, Higgins, Loeffelholz, Lynch and McMullen. Absent: Kouba. Motion declared carried.

RESOLUTION 2021-17

WHEREAS, the US Congress passed the American Rescue Plan Act on March 10, 2021 and President Biden signed this legislation into law on March 11, 2021,

WHEREAS, Buffalo County plans to receive money to be used for:

- Responding to the public health emergency or its negative economic impacts. This includes assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, hospitality, or travel.
- Providing premium pay (up to $13/hour) to eligible workers performing essential work for the county during the pandemic.
- Replacement of revenue lost due to the pandemic.
- Necessary investments in water, sewer, or broadband infrastructure

WHEREAS, it is necessary and proper that Buffalo County create a budgetary fund for the account of the receipts and the expenditures of said fund. Fund #2580 was assigned by the State Auditor's Office for the "COVID American Rescue Plan".

NOW THEREFORE BE IT RESOLVED BY THE BUFFALO COUNTY BOARD OF COMMISSIONERS that Buffalo County creates a fund to be known as "COVID American Rescue Plan" number #2580 on Buffalo County's accounting and budgeting system.

Moved by Klein and seconded by Loeffelholz to accept the February 2021 Community Action Partnership of Mid-Nebraska RYDE Report. Upon roll call vote, the following Board members voted "Aye": Klein, Loeffelholz, Higgins, Lynch, Morrow and McMullen. Absent: Kouba. Motion declared carried.

Chairman McMullen reviewed the correspondence regarding the Local Project Monthly Status Update Report sent from the Nebraska Department of Transportation (NDOT). Chairman McMullen called on each Board member present for committee reports and recommendations.

Moved by Klein and seconded by Lynch to approve the following March 2021 vendor claims submitted by the County Clerk. Upon roll call vote, the following Board members voted "Aye": Klein, Lynch, Higgins, Loeffelholz, Morrow and McMullen. Absent: Kouba. Motion declared carried.

GENERAL FUND			
ACCURATE CONTROLS	S	SERVICE	43,294.12
ACS	C	CONSTRUCTION	39,400.00
ADVANCED CORRECTIONAL HEALTHCARE	MC	MEDICAL	6,484.96
AG LAND ATV	S	SERVICE	401.87
ALL MAKES AUTO SUPPLY	SU	PARTS	1,530.54
AMAZON CAPITAL SERVICES	E	EXPENSES	649.15
MANDI J AMY	RE	REIMBURSE	45.00
AT&T MOBILITY	E	CELL SVC	1,208.42
ATS	S	REPAIR	255.76
AXON ENTERPRISE	SU	SUPPLIES	2,261.79
MICHAEL W BALDWIN	S	LEGAL	1,087.50
BAMFORD	S	REPAIRS	2,952.10
RICHARD BEECHNER	E	MH BOARD	300.00
BENTLEY HAYS LLP	S	LEGAL	1,143.75
FRANCIS BIEHL	RE	REIMBURSE	3.92
BRAD W BIGELOW	E	MH BOARD	300.00
BLUE360 MEDIA	E	SUBSCRIPTION	406.88
BOYS TOWN	S	JUV SVCS	2,132.81
BRAD RODGERS MD	MC	MEDICAL	86.29

SCOTT BRADY	RE	REIMBURSE	10.08
JONATHAN R BRANDT	S	LEGAL	6,856.20
NATHAN BRECHT	RE	REIMBURSE	45.00
CHARLES BREWSTER	S	LEGAL	5,682.50
D. BRANDON BRINEGAR	RE	REIMBURSE	13.68
BRUNER FRANK SCHUMACHER	S	LEGAL	6,854.35
BS & K SIGNS	S	SVC	780.00
BUFFALO CO COMMUNITY PARTNERS	E	EXPENSES	1,025.88
BUFFALO CO ATTORNEY	E	DUBBING FEES	1,430.00
BUFFALO CO BAR ASSOCIATION	D	DUES	540.00
BUFFALO CO COURT	E	COURT COSTS	2,014.00
BUFFALO CO PUBLIC DEFENDER	RE	REIMBURSE	35.00
BUFFALO CO SHERIFF	E	FEES	2,229.62
BUILDERS WAREHOUSE	SU	PARTS	576.88
DORIS BURBY	E	TRANSCRIPTION	88.50
BRAD BUTLER	E	WITNESS	49.12
C & C MILLWORK	C	CONSTRUCTION	4,185.00
CANDO	D	DUES	3,500.00
CANON SOLUTIONS AMERICA	E	MAINTANCE	151.00
CAPITAL CITY TRANSFER SERVICE	E	TRANPORT	238.00
CARPENTER & SKALKA COURT	S	LEGAL	300.00
MICHAEL D CARPER	S	LEGAL	825.40
RYAN C CARSON	RE	REIMBURSE	45.00
CENTRAL MEDIATION CENTER	S	JUV SVCS	1,260.00
CENTRAL NE CREMATION	E	TRANSPORT	4,703.00
CENTURY LUMBER CENTER	SU	SUPPLIES	136.56
CENTURY 21 MIDLANDS	RT	RENT	250.00
CHARLESWORTH CONSULTING	E	CONSULTING	1,050.00
CHARTER COMMUNICATIONS	S	TELE SVC	466.98
CHEMSEARCH	S	SERVICE	1,171.31
CHI HEALTH GOOD SAMARITAN	MC	MEDICAL	928.13
CHOICE PAINT & SUPPLY	SU	SUPPLIES	212.80
JENNIFER CHURCH	RE	REIMBURSE	45.00
CITY OF KEARNEY	U	UTILITIES	2,554.84
CITY OF KEARNEY	E	EXPENSES	298,045.59
CITY OF KEARNEY	RE	REIMBURSE	31.56
CLERK OF THE DISTRICT COURT	S	LEGAL	2,387.00
CLERK OF THE DISTRICT COURT	E	FEES	341.93
CLERK OF THE DISTRICT COURT	E	POSTAGE	477.00
CLERK OF THE SUPREME COURT	S	LEGAL	126.00
CLIPPER PUBLISHING	A	PRINTING	65.00
KYLE CLOUGH	RT	RENT	210.00
COMFY BOWL	EQ	EQUIP	200.00
COMMUNITY ACTION PARTNRSHP	AP	BUDGET	14,000.00
COMPASS FAMILY SUPPORT	S	JUV SVC	3,525.00
COMPSYCH CORPORATION	MC	HEALTH	1,791.24
CONSOLIDATED MANAGEMENT	S	FOOD SVC	22,445.42
CONSTRUCTION RENTAL	EQ	TOOLS	22.99
COPYCAT PRINTING CENTER	SU	SUPPLIES	14.50
CORNHUSKER STATE INDUSTRIES	E	FURNITURE	303.00
COUNTRY PARTNERS COOPERATIVE	F	PROPANE	843.75
DR. ANTHONY TATMAN	MC	MEDICAL	25.00
CULLIGAN OF KEARNEY	S	SVC	616.00
DAN'S SANITATION, INC	S	SVCS	15.00
DENNISE DANIELS	RE	REIMBURSE	45.00
DAS ST ACCOUNTING	S	SERVICE	41.60
DAS STATE ACCTNG-CENTRAL FINANCE	S	NETWORK SVCS	1,340.00
DAWSON PUBLIC POWER DISTRICT	U	UTILITIES	4,403.77
DAMON DEEDS	RE	REIMBURSE	45.00
DEPT OF PATHOLOGY-ST LOUIS	MC	MEDICAL	225.00
DEWALD DEAVER L'HEUREUX LAW	S	LEGAL	3,485.50
DLT SOLUTIONS	E	MAINTENANCE	3,484.14
DOMINION REAL ESTATE	RT	RENT	250.00
DOUGLAS CO SHERIFF	E	FEE	26.08
DOWHY TOWING & RECOVERY	S	TOWING	150.00

DUGAN PRINTING & PROMOTIONS	SU	SUPPLIES	496.86
BRANDON J. DUGAN	RE	REIMBURSE	9.72
EAKES	SU	SUPPLIES	7,458.11
SHAWN EATHERTON	RE	REIMBURSE	196.20
EDUCATIONAL SERVICE UNIT NO 10	AP	TECH SUPPORT	20,093.75
EGAN SUPPLY	SU	SUPPLIES	954.09
ELITE COURT REPORTING	E	TRANSCRIPTION	188.55
ELN, LLC	RT	RENT	330.00
ENTERPRISE ELECTRIC	SU	SUPPLIES	1,766.10
ESCHAT	E	SUBSCRIPTION	118.82
EUSTIS BODY SHOP	S	TOWING	100.00
MARSHA FANGMEYER, ESQ.	S	LEGAL	1,230.00
FARMERS UNION CO-OP ASSN	F	PROPANE	16.00
FARMERS COOPERATIVE ASSOCIATION	F	FUEL	39.15
PAUL FARRELL	RE	REIMBURSE	45.00
KARI FISK	RE	REIMBURSE	45.00
FRONTIER	S	TELE SVC	26,008.46
FYE LAW OFFICE	S	LEGAL	4,486.60
GALLS, LLC	SU	UNIFORM	313.28
GARCIA CLINICAL LABORATORY	MC	MEDICAL	110.00
GARFIELD CO SHERIFF	E	FEE	24.50
CYNTHIA GEMBALA HUGG	E	TRANSCRIPTION	149.50
GOOD SAMARITAN HOSPITAL	MC	MEDICAL	15.58
M. TIMM DEVELOPMENT	RT	RENT	210.00
ZACHARY K GRAY	S	LEGAL	1,507.50
GREAT PLAINS DENTAL	MC	MEDICAL	482.58
GREAT PLAINS RADIOLOGY & NUCLEAR	MC	MEDICAL	188.74
HALL CO SHERIFF'S OFFICE	E	FEES	86.46
JAMES M HAYS	RT	RENT	210.00
ANDREW W HOFFMEISTER	RE	REIMBURSE	45.00
HOLMES PLUMBING & HEATING	SU	SUPPLIES	5,004.26
HORNER, LIESKE, MCBRIDE & KUHL	E	TRANSPORT	325.00
LISA R HUERTA	RE	REIMBURSE	45.00
INSIGHT PUBLIC SECTOR, INC	EQ	EQUIP	9,131.40
INTELLICOM COMPUTER INC	S	EMAIL FILTER	436.00
JACK LEDERMAN CO, INC	S	REPAIR	58.42
JACK'S UNIFORMS AND EQUIPMENT	EQ	EQUIP	277.94
JACOBSEN ORR LAW FIRM	S	LEGAL	8,444.80
JOHNSTONE SUPPLY	SU	SUPPLIES	1,087.20
JUSTICE WORKS	E	SUBSCRIPTION	198.00
KEARNEY ANESTHESIA	MC	MEDICAL	296.24
KEARNEY HUB	A	PUBLISHING	1,781.81
KEARNEY HUB	E	SUBSCRIPTION	4,590.35
WILLIE KEEP	RE	REIMBURSE	19.04
NELLY KEHL	E	WITNESS FEE	20.00
KELLY KENNEDY	RE	REIMBURSE	25.00
NICK KILLOUGH	RE	REIMBURSE	45.00
JEFFREY C KNAPP	S	LEGAL	810.18
KONICA MINOLTA BUSINESS SOLUTIONS	E	MAINTENANCE	3,287.52
KONICA MINOLTA PREMIER FINANCE	EQ	COPIER LEASE	3,585.44
DOUG KRAMER	RE	REIMBURSE	45.00
KRONOS	E	MAINTENANCE	1,102.50
LANCASTER CO SHERIFF	E	FEES	80.95
LAWSON PRODUCTS	SU	SUPPLIES	49.50
PATRICK LEE	RE	REIMBURSE	45.00
LIESKE, LIESKE & ENSZ	S	LEGAL	6,051.26
LIPS PRINTING SERVICE	S	PRINTING	269.50
STEPHEN G LOWE	MC	MH BOARD	982.50
MALLORY SAFETY & SUPPLY	SU	UNIFORM	278.94
JOHN MARSH	RE	REIMBURSE	45.00
MARSHALL & SWIFT/BOECKH	E	SUBSCRIPTION	477.95
LYNN MARTIN	RE	REIMBURSE	45.00
MASTERS TRUE VALUE	SU	SUPPLIES	74.02
SHARON MAULER	RE	REIMBURSE	45.00
JENNIFER R MCCARTER REPORTING	E	TRANSCRIPT	1,092.00

REBECCA M. MCCRACKEN	E	TRANSCRIPT	146.70
MICHAEL MEFFERD	RE	REIMBURSE	45.00
MENARDS	SU	SUPPLIES	3,554.00
MICROFILM IMAGING SYSTEMS	EQ	EQUIP	682.00
MID-STATES AUTOMATION & CONTROL	SU	PARTS	1,620.00
MIDWAY CHRYSLER DODGE JEEP	S	REPAIR	28.35
MIDWEST CONNECT	S	MAIL SVC	12,494.37
MIPS INC.	S	SUPPORT	5,320.14
MIRROR IMAGE CAR WASH	E	MAINTENANCE	320.89
MOTOROLA SOLUTIONS	EQ	EQUIP	319.74
JERAD MURPHY	RE	REIMBURSE	16.26
NE PUBLIC HEALTH ENVIRONMENTAL LAB	S	SERVICES	210.00
NE ASSN OF CO TREASURERS	D	DUES	265.00
NE CENTRAL TELEPHONE CO	S	TELE SVC	331.88
NE GENERATOR SERVICE	EQ	EQUIP	2,680.56
NE HEALTH & HUMAN SERVICES	E	PATIENT SVCS	588.00
NE INSTITUTE OF FORENSIC	E	PATHOLOGY	2,833.00
NE JUVENILE JUSTICE ASSOCIATION	E	REGISTRATION	280.00
NE PUBLIC POWER DIST	U	UTILITIES	540.00
NE PUBLIC POWER DISTRICT	U	UTILITIES	11,187.35
NE PUBLIC SAFETY TASK FORCE	S	SVC	840.00
NE SUPREME COURT PUBLICATIONS	E	PUBLICATIONS	121.85
NE.GOV	E	COPIES	121.00
OPTK NETWORKS	S	INTERNET SVCS	615.00
NEW WEST SPORTS MEDICINE	MC	MEDICAL	1,636.62
KRISTI NEWMAN	RE	REIMBURSE	49.73
NMC, INC.	S	REPAIRS	250.00
NORTHEAST NE JUVENILE SERVICE	S	JUVENILE SVCS	2,040.00
NORTHWESTERN ENERGY	U	UTILITIES	7,038.57
NP REALTY	RT	RENT	330.00
NPZA	E	TRAINING	20.00
O'BRIEN STRAATMANN REDINGER	E	CREMATION	1,500.00
OWENS EDUCATIONAL SERVICES	S	SVC	1,738.32
PAPER TIGER SHREDDING	S	SHREDDING	939.90
PARKER GROSSART BAHENSKY BEUCKE	S	LEGAL	244.46
NATE PEARSON	RE	REIMBURSE	45.00
STEVE PESEK	RT	RENT	330.00
PHYSICIANS LABORATORY	MC	MEDICAL	355.00
PLATTE VALLEY COMMUNICATIONS	S	SERVICE	166.17
PLATTE VALLEY MEDICAL CLINIC	MC	MEDICAL	150.12
POLICE OFFICERS ASSOCIATION	D	DUES	15.00
PRUSS-NABITY FUNERAL HOME	S	CREMATION	990.00
PSYCHOLOGICAL RESOURCES	MC	MEDICAL	270.00
QUILL CORPORATION	SU	SUPPLIES	817.93
KANE M RAMSEY	RE	REIMBURSE	45.00
RAVENNA SANITATION	S	SVC	795.00
RESOURCE SOFTWARE INTERNATIONAL	E	SOFTWARE	1,275.00
ILENE RICHARDSON	R	RETIREMENT	14.00
JUAN RODRIGUEZ	RT	RENT	330.00
RUDOLPH LAW LLC	S	LEGAL	390.00
RYAN SAALFELD	RE	REIMBURSE	45.00
KIRK SCOTT	RE	REIMBURSE	45.00
SHERWIN WILLIAMS	SU	SUPPLIES	63.97
SHREDDING SOLUTIONS	S	SHREDDING	45.00
TRENTON SNOW, LLC	RT	EQ RENTAL	1,000.00
SNYDER, HILLIARD & COCHRAN	S	LEGAL	803.75
SOLID WASTE AGENCY LANDFILL	E	LANDFILL	35.43
STAMM ROMERO & ASSOC	S	LEGAL	11,345.03
VIKKI S STAMM	RT	RENT	210.00
STETSON BUILDING PRODUCTS	SU	SUPPLIES	2,000.00
THOMAS S STEWART	S	LEGAL	2,182.50
SUBURBAN FIRE PROTECTION DIST #1	RE	REIMBURSE	730.79
MICHAEL J SYNEK	S	LEGAL	2,146.88
THOMSON REUTERS - WEST	E	SUBSCRIPTION	452.16
THOMSON REUTERS - WEST	E	SUBSCRIPTION	3,492.60

THOMSON REUTERS-WEST	E	SUBSCRIPTION	1,887.59
THOMSON REUTERS - WEST	E	SUBSCRIPTION	532.21
THURSTON HEATING & AIR CONDITIONING	S	SVC	221.18
TURNER BODY SHOP OF KEARNEY	S	SVC	75.00
REBECCA TVRDIK ANDERSON	S	LEGAL	1,818.75
TWIN VISION INVESTMENTS	RT	RENT	290.00
TYE & ROWLING	S	LEGAL	1,958.60
U S POSTMASTER	E	POSTAGE	558.00
U.S. BANK	E	EXPENSES	12,569.50
KAMERAN ULFERTS	E	REIMBURSE	87.04
USA COMMUNICATION	U	INTERNET	1,092.47
USPS - HASLER	E	POSTAGE	1,000.00
MARC VACEK	RE	REIMBURSE	33.04
VALLEY CO SHERIFF'S OFFICE	E	FEE	51.78
JERRY A. VAN WINKLE	MC	MEDICAL	1,588.75
VERIZON CONNECT NWF	S	GPS	32.38
VERIZON WIRELESS	S	TELE SVC	753.43
VERIZON WIRELESS	S	TELE SVC	39.29
VERIZON WIRELESS	S	CELL SVC	1,544.60
RANDALL VEST	RE	REIMBURSE	19.04
VILLAGE OF ELM CREEK	U	INTERNET	64.99
VILLAGE OF MILLER	U	UTILITIES	19.50
VILLAGE UNIFORM	SU	UNIFORM	93.40
VOIGT LAW OFFICE	S	LEGAL	180.00
THE WALDINGER CORPORATION	S	MAINTENANCE	3,247.47
WALGREENS	MC	MEDICAL	25.49
WELLS FARGO	E	EXPENSES	51.21
WELLS FARGO	E	EXPENSES	17.07
WELLS FARGO	E	EXPENSES	748.24
WELLS FARGO	E	EXPENSE	35.00
WILKE'S TRUE VALUE	SU	SUPPLIES	157.09
MELISSA L WILLIS	RE	REIMBURSE	45.00
LOYE WOLFE	RE	REIMBURSE	36.96
WPCI	S	MEDICAL	47.50
MELANIE R YOUNG	RE	REIMBURSE	45.00
ERIC ZIKMUND	RE	REIMBURSE	45.00
ROAD FUND			
ACE HARDWARE & GARDEN CENTER	SU	SUPPLIES	11.99
ADVANCE AUTO PARTS	S	REPAIR	40.60
ALL MAKES AUTO SUPPLY	SU	PARTS	1,188.89
AUSSIE HYDRAULICS	S	REPAIRS	647.72
ARNOLD MOTOR SUPPLY/AUTO VALUE	SU	PARTS	1,596.05
BAUER BUILT	EQ	EQUIP	12,750.00
BOSSELMAN ENERGY	F	FUEL	88.20
BUILDERS WAREHOUSE	SU	TOOLS	380.23
CARQUEST AUTO PARTS	SU	PARTS	1,843.02
CENTRAL AG AND SHOP SUPPLY	S	REPAIRS	48.00
CHS AGRI SERVICE CENTER	F	FUEL	69.56
COMFY BOWL	EQ	EQUIP	170.00
CONSTRUCTION RENTAL	SU	TOOLS	454.15
EAKES OFFICE SOLUTIONS	SU	SUPPLIES	312.54
ED BROADFOOT & SONS SAND & GRAVEL	G	GRAVEL	6,410.04
FARM PLAN	S	REPAIRS	1,933.50
FARMERS CO-OP ASSOCIATION	F	FUEL	189.25
FASTENAL COMPANY	SU	SUPPLIES	92.61
FLEETPRIDE	SU	SUPPLIES	369.16
FRIESEN CHEVROLET	SU	PARTS	188.73
GARRETT TIRES & TREADS	S	REPAIRS	1,031.25
GLASS DOCTOR OF CENTRAL NE	S	REPAIRS	150.00
INTEGRATED SECURITY SOLUTIONS	SU	SUPPLIES	4,600.00
K & B PARTS	F	FUEL	167.88
KEARNEY HUB	A	PUBLISHING	24.98
KELLY SUPPLY COMPANY	S	REPAIRS	343.66
KENESAW MOTOR CO	S	REPAIR	86.40
KIMBALL MIDWEST	SU	SUPPLIES	89.60

LAWSON PRODUCTS	SU	SUPPLIES	4,320.30
LCL TRUCK EQUIPMENT	EQ	EQUIP	21,065.00
MARLATT MACHINE SHOP	S	REPAIRS	2,556.73
MASTERS TRUE VALUE	S	REPAIRS	27.25
MATHESON TRI-GAS	SU	SUPPLIES	393.56
MENARDS	S	REPAIRS	297.58
MID NE AGGREGATE INC	G	GRAVEL	10,843.56
MID STATE ENGINEERING & TESTING	S	SERVICE	100.00
MIDWAY CHEVROLET	SU	PARTS	1,079.97
NE ASSN CO ENG, HWY SUPER & SURVEY	E	REGISTRATION	110.00
NSG LOGISTICS	G	GRAVEL	16,355.07
NE TRUCK CENTER	S	REPAIRS	1,169.42
THE NEW SIOUX CITY IRON CO	SU	SUPPLIES	79.51
NMC, INC.	S	REPAIRS	9,272.23
O'REILLY AUTOMOTIVE	SU	PARTS	109.94
OAK CREEK ENGINEERING	E	ENGINEERING	2,850.74
POWERPLAN-MURPHY TRACTOR	SU	SUPPLIES	13,134.05
SAUL RAMOS CONSTRUCTION, INC	C	CONCRETE	66,797.10
SAHLING KENWORTH INC	S	REPAIRS	1,954.46
THE LOCKMOBILE, LLC	SU	SUPPLIES	19.60
TRUCK CENTER COMPANIES	S	REPAIRS	210.08
U.S. BANK	E	EXPENSES	1,052.13
WILKE'S TRUE VALUE	SU	SUPPLIES	61.04
WPCI	S	MEDICAL	53.25
YANT EQUIPMENT CO	S	REPAIRS	863.25
VISITOR'S PROMOTION FUND			
KEARNEY VISITOR'S BUREAU	E	EXPENSES	24,178.00
VISITOR'S IMPROVEMENT FUND			
KEARNEY VISITOR'S BUREAU	E	EXPENSES	24,177.00
DEEDS PRESERVATION & MONDERNIZATION			
MIPS INC.	S	PRESERVATION	249.00
HEALTH INSURANCE FUND			
BCBS HEALTH CLAIM EXPENSE	I	HEALTH	113,984.10
HM LIFE MELLON GLOBAL CASH MGNT	I	HEALTH	46,389.64
INHERITANCE TAX			
CELLSITE SOLUTIONS LLC	E	COMMUNICATION	12,050.00
PLATTE VALLEY COMMUNICATIONS	E	RADIO PROJECT	14,485.87
TESSCO INCORPORATED	E	RADIO PROJECT	32,710.52
WIRELESS SERVICE FUND			
BUFFALO CO TREASURER	RE	REIMBURSE	27,251.68
WEED DISTRICT FUND			
INTEGRATED SECURITY SOLUTIONS	S	MAINTENANCE	836.00
U.S. BANK	E	EXPENSES	5.00
911 EMERGENCY SERVICE			
CENTURYLINK	U	TELE SVC	339.07
CENTURYLINK	U	911 SVC	1,904.18
CENTURYLINK	U	911 SVC	1,830.29
FRONTIER	U	TELE SVC	4,236.58
FRONTIER COMMUNICATIONS CORP	U	TELE SVC	330.16
GEO-COMM	E	SUBSCRIPTION	4,049.00
LANGUAGE LINE SERVICES	U	TELE SVC	60.19
NE CENTRAL TELEPHONE CO	U	TELE SVC	109.99
PLATTE VALLEY COMMUNICATIONS	EQ	MAINTENANCE	1,417.67

In addition to the claims presented to the Board in the pre-approval report, the following two claims were added.

GENERAL FUND			
IRS-DEPT OF TREASURY	T	TAX	20.62
NE UC FUND	E	UC BENEFITS	127.00

ZONING

Zoning Administrator Dennise Daniels was present for the following Zoning agenda items.

Chairman McMullen opened the public hearing at 9:15 A.M. for an Administrative Subdivision filed by Mitch Humphrey, licensed land surveyor, on behalf of Kelly J. Bock and Nichole C. Bock, Nicole C. Bock, Co-Trustee of the Turek Family Irrevocable

Trust dated August 19, 2017, Kevin M. Turek, Co-Trustee of the Turek Family Irrevocable Trust dated August 19, 2017, and Lanaya A. Turek, to be known as "Bock Administrative Subdivision", situated in part of the Northeast Quarter of the Northeast Quarter of Section 7, Township 11 North, Range 14 West of the Sixth Principal Meridian, Buffalo County, Nebraska. Mitch Humphrey was present to review the application and answer questions. No one else addressed the Board and Chairman McMullen closed the hearing at 9:18 A.M. Moved by Higgins and seconded by Klein to approve the Administrative Subdivision with the following Resolution 2021-18. Upon roll call vote, the following Board members voted "Aye": Higgins, Klein, Loeffelholz, Lynch, Morrow and McMullen. Absent: Kouba. Motion declared carried.

RESOLUTION 2021-18

WHEREAS, Kelly J. Bock and Nichole C. Bock, Nicole C. Bock, Co-trustee of the Turek Family Irrevocable Trust dated August 19, 2017, Kevin M. Turek, Co-trustee of the Turek Family Irrevocable Trust dated August 19, 2017, and Lanaya A. Turek, hereinafter referred to as "applicants" filed for an Administrative Subdivision to be known as "Bock Administrative Subdivision", with the Buffalo County Clerk and/or Zoning Administrator, and

WHEREAS, the Zoning Administrator forwarded this application to this Board, and

WHEREAS, on March 23, 2021, this Board conducted a public hearing now and finds:

1. The proposed "Bock Administrative Subdivision" is in the Agriculture (AG) Zoning District for Buffalo County, Nebraska.
2. The size of the parcels of real estate, owned by the subdividing entity, and any remnant property not subdivided that amounts to roughly 154 acres, after subdividing, complies with the minimum lot size of this zoning district. The remnant property owned by the subdividing entity, is comprised of other lands in Part of the Northeast Quarter of Section Seven (7), Township Eleven (11) North, Range Fourteen (14), West of the 6th P.M., Buffalo County, Nebraska.
3. The proposed plat for this subdivision fulfills Buffalo County's Subdivision Resolution requirements for administrative subdivisions specifically allowed under Section 3.02 together with other provisions applicable thereto.
4. 280th Road and Buckeye Road are county-maintained open public roads that abut the proposed subdivision to the north and to the east. The width of this road, after dedication, complies with the minimum width standards required by the Buffalo County Subdivision Resolution.
5. Title search paperwork has been provided to the Buffalo County Attorney's Office and that office has cleared title as concerns Buffalo County's interests based upon the title search documents delivered to that office by applicant.
6. This proposed administrative subdivision should be approved.

NOW THEREFORE, BE IT RESOLVED BY THE BUFFALO COUNTY BOARD OF COMMISSIONERS in regular session with a quorum present, that the plat of "Bock Administrative Subdivision", an administrative subdivision being Part of the Northeast Quarter of Section Seven (7), Township Eleven (11) North, Range Fourteen (14), West of the 6th P.M., Buffalo County, Nebraska, West of the 6th P.M., Buffalo County, Nebraska, duly made out, acknowledged and certified, is hereby approved, accepted, ratified, and authorized to be filed and recorded in the Office of the Register of Deeds, Buffalo County, Nebraska.

Moved by Loeffelholz and seconded by Higgins to recess the regular meeting of the Board of Commissioners at 9:20 A.M. and reconvene as a Board of Equalization. Upon roll call vote, the following Board members voted "Aye": Loeffelholz, Higgins, Klein, Lynch, Morrow and McMullen. Absent: Kouba. Motion declared carried.

BOARD OF EQUALIZATION

Chairman McMullen called the Board of Equalization to order in open session. County Assessor Ethel Skinner and Deputy County Treasurer Brenda Rohrich were present.

County Assessor Ethel Skinner had asked for clarification of the decision from the February 9, 2021 Board Minutes for the approval of permissive exemption application filed by Grace Lutheran Church of Pleasanton on parcel 100222000 as 100% exempt. After discussion and review, it was determined by the Board to leave the decision as it stands at 100% exempt.

Moved by Loeffelholz and seconded by Klein to approve Motor Vehicle Tax Exemption as indicated on the application by County Treasurer Jean Sidwell for Hope Evangelical Free Church on one 2012 Chevrolet Express Bus, one 2008 Chevrolet Express Bus, one 2002 Dodge Ram Wagon Bus and one 2001 Chevrolet Express Bus. Upon roll call vote, the following Board members voted "Aye": Loeffelholz, Klein, Higgins, Lynch, Morrow and McMullen. Absent: Kouba. Motion declared carried.

Moved by Klein and seconded by Loeffelholz to adjourn the Board of Equalization and return to the regular meeting of the Board of Commissioners at 9:24 A.M. Upon roll call vote, the following Board members voted "Aye": Klein, Loeffelholz, Higgins, Lynch, Morrow and McMullen. Absent: Kouba. Motion declared carried.

REGULAR AGENDA

Chairman McMullen called for Citizen's forum and no one was present. (Break in meeting until 9:30 A.M.)

Chairman McMullen instructed County Clerk Giffin to open and read aloud the submitted bids for the Request for Proposal (RFP) to locate, tie out and provide GPS observation data and coordinates on section corners. Bids were submitted from the following companies: Grummert Professional Services, LLC, the project team of Buffalo Surveying Corporation and Jorgensen Surveying, JEO Consulting Group, Miller & Associates Consulting Engineers, P.C., Olsson and Tremel Surveying Incorporated. Zoning Administrator and the Committee will review the bids and come back with recommendations at the Board meeting on April 13, 2021.

Moved by Morrow and seconded by Loeffelholz to enter into Executive Session at 9:43 A.M. to discuss contract negotiations. In addition to the Board members responding to roll, County Attorney Shawn Eatherton and Sheriff Neil Miller were present. Upon roll call vote, the following Board members voted "Aye": Morrow, Loeffelholz, Higgins, Klein, Lynch and McMullen. Absent: Kouba. Motion declared carried.

Moved by Klein and seconded by Lynch to move out of Executive Session at 10:17 A.M. and resume the open meeting. Upon roll call vote, the following Board members voted "Aye": Klein, Lynch, Higgins, Loeffelholz, Morrow and McMullen. Absent: Kouba. Motion declared carried.

Chairman McMullen asked if there was anything else to come before the Board at 10:23 A.M. before he declared the meeting adjourned until the regular meeting at 9:00 A.M. on Tuesday, April 13, 2021.

ATTEST:

William McMullen, Chairman Buffalo County Board of Commissioners	Janice I. Giffin Buffalo County Clerk

(SEAL)

RESOLUTION 2021-

PROCLAMATION

Name the Week April 11, 2021 through April 17, 2021 as "National Public Safety Telecommunicators Week" in Buffalo County

WHEREAS, every day, dedicated public safety telecommunicators serve the people of Buffalo County by answering their requests for emergency assistance and dispatching the appropriate law enforcement, fire, or emergency medical personnel as quickly as possible; and

WHEREAS, the professional public safety telecommunicator is that vital link between the citizens who call 9-1-1 and the law enforcement, fire and emergency personnel who may save their life or property in an emergency; and

WHEREAS, the safety of Buffalo County's first responders depends on the quality and accuracy of information obtained by professional public safety telecommunicators and delivered via radio, telephone and computers services; and

WHEREAS, the critical functions performed by professional public safety telecommunicators also include those related to highway safety, road maintenance, public utilities and other services that affect the health and safety of our citizens; and

WHEREAS, emergencies can strike at any time, so we rely on the vigilance and preparedness of these individuals 24 hours a day, 365 days a year.

NOW, THEREFORE, BE IT RESOLVED BY THE BUFFALO COUNTY BOARD OF COMMISSIONERS that Buffalo County enjoys the highest standards of public health and safety, and we owe a great debt to the men and women who, by applying their expertise in telecommunications, help to make that achievement possible. During this special observance, we acknowledge that debt and extend a heartfelt thanks to each of them.

PASSED AND APPROVED THIS 13TH DAY OF APRIL, 2021

ATTEST:

William McMullen, Chairman Buffalo County Board of Commissioners	Janice I. Giffin Buffalo County Clerk

(SEAL)

RESOLUTION 2021-_____

WHEREAS, the 2nd Amendment to the Constitution of the United States provides that "A well-regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed." and

WHEREAS, Article 1 Section 1-1 of the Nebraska Constitution also provides the right to keep and bear arms, specifically "for security or defense of self, family, home, and others and for lawful common defense, hunting, recreational use, and all of other lawful purposes" and also provides that such rights shall not be infringed; and

WHEREAS, The United States Supreme Court affirmed an individual's right to possess firearms, unconnected with service in a militia, for traditional lawful purposes, such as self-defense within the home and,

WHEREAS, the Buffalo County Board of Commissioners took an oath to support and defend the United States and Nebraska Constitutions; and

WHEREAS, it is the desire of the Buffalo County Board of Commissioners to declare their support of the Second Amendment to the United States Constitution and Article 1 Section 1-1 of the Nebraska Constitution.

NOW, THEREFORE BE IT RESOLVED that the Buffalo County Board of Commissioners hereby declare that we support the rights and liberties of all Buffalo County citizens guaranteed by the United States and Nebraska Constitutions.

PASSED AND APPROVED THIS 13TH DAY OF APRIL, 2021

_____ _____

Janice I. Giffin, County Clerk William C. McMullen, Chairman

ATTEST:

MARCH 26, 2021 PAYROLL

GENERAL FUND			
NET PAYROLL			265,794.64
AMERICAN FAMILY LIFE	I	PREMIUMS	1,037.63
RETIREMENT PLANS AMERITAS	R	EMPE RET	44,816.60
BUFFALO CO TREASURER	I	PREMIUMS	112,312.00
FIRST CONCORD	E	FLEX FUNDS	4,526.74
FIRST NATIONAL BANK	T	FEDERAL TAXES	89,689.76
KEARNEY UNITED WAY	E	DONATIONS	104.67
KATHLEEN A LAUGHLIN	E	GARNISH	402.00
MADISON NATIONAL	I	PREMIUMS	997.07
MADISON NATIONAL	I	LT DISABILITY	299.86
MASSMUTUAL	R	DEFERRED COMP	1,175.00
NATIONWIDE RETIREMENT	R	DEFERRED COMP	1,105.00
NE CHILD SUPPORT	E	CHILD SUPPORT	1,200.00
PRINCIPAL	E	DENTAL	3,183.21
PROFESSIONAL CHOICE RECOVERY	E	GRANISH	169.94
STATE OF NE	T	STATE TAXES	14,942.22
VISION SERVICE PLAN	E	EMPE VSP EYE C	839.35
ROAD FUND			
NET PAYROLL			55,739.67
AMERICAN FAMILY LIFE	I	PREMIUMS	907.19
RETIREMENT PLANS AMERITAS	R	EMPE RET	8,937.77
BUFFALO CO TREASURER	I	PREMIUMS	2,567.00
CREDIT MANAGEMENT SERVICES	E	GARNISH	218.52
FIRST CONCORD	E	FLEX FUNDS	677.42
FIRST NATIONAL BANK	T	FEDERAL TAXES	16,941.30
MADISON NATIONAL	I	PREMIUMS	161.21
MADISON NATIONAL	I	LT DISABILITY	107.59
NATIONWIDE RETIREMENT	R	DEFERRED COMP	272.50
NE CHILD SUPPORT	E	CHILD SUPPORT	242.00
PRINCIPAL	E	DENTAL	930.96
STATE OF NE	T	STATE TAXES	2,585.17
VISION SERVICE PLAN	E	EMPE VSP EYE C	205.46
WEED FUND			
NET PAYROLL			4,916.98
RETIREMENT PLANS AMERITAS	R	EMPE RET	777.30
BUFFALO CO TREASURER	I	PREMIUMS	248.00
FIRST CONCORD	E	FLEX FUNDS	33.33
FIRST NATIONAL BANK	T	FEDERAL TAXES	1,586.39
MADISON NATIONAL	I	LT DISABILITY	3.44
PRINCIPAL	E	DENTAL	61.00
STATE OF NE	T	STATE TAXES	251.69

PAYROLL APRIL 9, 2021

GENERAL FUND			
NET PAYROLL			268,013.34
AMERICAN FAMILY LIFE	I	PREMIUMS	1,037.63
RETIREMENT PLANS AMERITAS	R	EMPE RET	45,268.16
BUFFALO CO TREASURER	I	PREMIUMS	113,888.00
FIRST CONCORD	E	FLEX FUNDS	4,896.74
FIRST NATIONAL BANK	T	FEDERAL TAXES	90,943.47
KEARNEY UNITED WAY	E	DONATIONS	104.67
KATHLEEN A LAUGHLIN	E	GARNISH	402.00
MADISON NATIONAL	I	PREMIUMS	1,007.70
MADISON NATIONAL	I	LT DISABILITY	295.87
MASSMUTUAL	R	DEFERRED COMP	1,175.00
NATIONWIDE RETIREMENT	R	DEFERRED COMP	1,855.00
NE CHILD SUPPORT	E	CHILD SUPPORT	1,200.00
PRINCIPAL	E	DENTAL	3,183.44
PROFESSIONAL CHOICE RECOVERY	E	GARNISH	169.94
STATE OF NE	T	STATE TAXES	15,114.42
VISION SERVICE PLAN	E	EMPE VSP EYE	846.83
ROAD FUND			
NET PAYROLL			53,728.76
AMERICAN FAMILY LIFE	I	PREMIUMS	907.19
RETIREMENT PLANS AMERITAS	R	EMPE RET	8,612.20
BUFFALO COUNTY TREASURER	I	PREMIUMS	2,567.00
CREDIT MANAGEMENT SERVICES	E	GARNISHMENT	218.52
FIRST CONCORD	E	FLEX FUNDS	677.42
FIRST NATIONAL BANK	T	FEDERAL TAXES	16,131.90
MADISON NATIONAL	I	PREMIUMS	161.10
MADISON NATIONAL	I	LT DISABILITY	107.53
NATIONWIDE RETIREMENT	R	DEFERRED COMP	272.50
NE CHILD SUPPORT	E	CHILD SUPPORT	242.00
PRINCIPAL	E	DENTAL	930.88
STATE OF NE	T	STATE TAXES	2,420.07
VISION SERVICE PLAN	E	EMPE VSP EYE	205.22
WEED DEPARTMENT			
NET PAYROLL			4,917.02
RETIREMENT PLANS AMERITAS	R	EMPE RET	777.30
BUFFALO CO TREASURER	I	PREMIUMS	248.00
FIRST CONCORD	E	FLEX FUNDS	33.33
FIRST NATIONAL BANK	T	FEDERAL TAXES	1,586.39
MADISON NATIONAL	I	LT DISABILITY	3.44
PRINCIPAL	E	DENTAL	60.96
STATE OF NE	T	STATE TAXES	251.69

SHARON K. MAULER
CLERK OF THE DISTRICT COURT

MONTHLY FEE REPORT
for the Month of March, 2021

ACCOUNT DESCRIPTION	TOTAL AMOUNT
Filing Fee, Civil	875.00
Filing Fee, Criminal	00.00
Filing Fee, Judgment	800.00
Filing Fee, Criminal Appeal	50.00
Complete Records	1080.00
Issuance of Writ	5.00
Reg. Work Comp. Judgment	00.00
Copies	107.75
Postage	00.00
Fax Fees	00.00
Publishing Fees	00.00
Transcript Fee/Seal Cert	1.00
Bad Check Fee	00.00
Bond 10%	375.00
Bond Forfeiture	2180.00
County Court Fees	623.00
Passport Processing Fee	3815.00
Grand Total	$ 9911.75

Total for March, 2021	9911.75
Total for January thru March 2021	21220.50

STATE OF NEBRASKA:
COUNTY OF BUFFALO:

I, Sharon K. Mauler, 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.

DISTRICT COURT OFFICIAL Seal BUFFALO COUNTY, NEBRASKA

Sharon K Mauler

SHARON K. MAULER
Clerk of the District Court

Subscribed and sworn to before me the 1 day of April, 2021.

Cheryl S Stabenow

Notary Public

GENERAL NOTARY - State of Nebraska
CHERYL S. STABENOW
My Comm. Exp. April 14, 2024

RECEIVED
4-2-2021
BUFFALO CO CLERK

Buffalo
FUND BALANCE LISTING
3/31/2021

Fund	Fund Name	Beginning Balance	Collections	Disbursements	Fund Transfers	Ending Balance
0100	COUNTY GENERAL	6,060,801.00	1,722,284.06	-1,815,604.66	-25,000.00	5,942,480.40
0200	COUNTY ROAD	991,499.23	354,051.74	-367,975.83	0.00	977,575.14
0650	HIGHWAY BRIDGE BUYBACK	1,250,561.79	387,826.16	0.00	0.00	1,638,387.95
0900	VISITOR'S PROMOTION	24,178.67	0.00	-24,178.00	0.00	0.67
0995	VISITOR'S PROMOTION IMPROVEMENT	24,177.98	0.00	-24,177.00	0.00	0.98
1150	DEEDS PRESERVATION & MODERNIZATION	149,242.92	3,297.50	-249.00	0.00	152,291.42
1275	HEALTH RESERVE FUND	1,197,122.71	230,254.00	-160,373.74	0.00	1,267,002.97
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	32,365.20	350.08	0.00	0.00	32,715.28
2356	STOP PROGRAM	35,319.58	541.50	0.00	0.00	35,861.08
2360	DRUG FORFEITURE	981,883.06	0.00	0.00	0.00	981,883.06
2370	FEDERAL EQUITABLE SHARING	177.06	0.00	0.00	0.00	177.06
2500	COUNTY FEDERAL GRANTS	7,555.50	0.00	0.00	0.00	7,555.50
2575	DISASTER FUND	117,332.89	0.00	0.00	0.00	117,332.89
2605	COMMUNITY DEVELOPMENT GRANT	0.00	0.00	0.00	0.00	0.00
2650	RECOVERY ZONE REBATE FUND	7,278.97	0.00	0.00	0.00	7,278.97
2700	INHERITANCE TAX	7,034,092.86	39,586.53	-59,246.39	0.00	7,014,433.00
2850	KENO LOTTERY	4,931.72	3,154.79	0.00	0.00	8,086.51
2913	911 WIRELESS SERVICE FUND	69,883.48	9,909.70	-27,251.68	0.00	52,541.50
3700	COUNTY BOND LEVY	211,949.17	98,345.64	0.00	0.00	310,294.81
3800	RECOVERY ZONE BOND PAYMENT	204,579.78	0.00	0.00	0.00	204,579.78
5400	COUNTY WEED	13,958.13	0.00	-16,597.26	25,000.00	22,360.87
5907	911 EMERGENCY SERVICES	477,478.31	36,541.12	-14,277.13	0.00	499,742.30
6001	STATE GENERAL	269,197.93	297,072.55	-269,197.93	0.00	297,072.55
6002	STATE TITLES	0.00	0.00	0.00	0.00	0.00
6009	STATE SALES TAX MV	626,353.17	1,016,482.43	-626,353.17	0.00	1,016,482.43
6016	REVENUE SALES TAX ROAD DEPARTMENT	4.31	0.00	0.00	0.00	4.31
6021	STATE TIRE TAX	577.00	1,152.00	-577.00	0.00	1,152.00
6101	SD101 SEM GENERAL	39,760.83	15,124.01	-39,760.83	0.00	15,124.01
6102	SD2 GIBBON GENERAL	288,559.83	394,867.29	-288,559.83	0.00	394,867.29
6103	SD119 AMHERST GENERAL	144,214.56	86,695.89	-144,214.56	0.00	86,695.89
6105	SD105 PLEASANTON GENERAL	144,118.58	72,943.29	-144,118.58	0.00	72,943.29
6107	SD7 KEARNEY GENERAL	2,181,263.71	3,188,626.44	-2,181,263.71	0.00	3,188,626.44
6109	SD9 ELM CREEK GENERAL	129,344.32	136,602.09	-129,344.32	0.00	136,602.09
6110	SD100 CENTURA GENERAL	32,953.02	12,127.52	-32,953.02	0.00	12,127.52
6119	SD19 SHELTON GENERAL	113,111.04	153,472.42	-113,111.04	0.00	153,472.42
6144	SD44 ANSLEY GENERAL	1,787.68	99.37	-1,787.68	0.00	99.37
6169	SD69 RAVENNA GENERAL	225,458.85	263,159.68	-225,458.85	0.00	263,159.68
6201	SD101 SEM K-12 BOND	129.05	195.30	-129.05	0.00	195.30
6202	SD2 GIBBON K-12 BOND	36,270.55	50,307.61	-36,270.55	0.00	50,307.61
6203	SD119 AMHERST K-12 BOND	6,008.03	4,845.42	-6,008.03	0.00	4,845.42
6205	SD105 PLEASANTON K-12 BOND	26,472.78	10,650.80	-26,472.78	0.00	10,650.80
6207	SD7 KEARNEY K-12 BOND	347,749.85	519,872.90	-347,749.85	0.00	519,872.90
6209	SD9 ELM CREEK K-12 BOND	16,775.57	18,137.34	-16,775.57	0.00	18,137.34
6210	SD100 CENTURA K-12 BOND	0.00	0.00	0.00	0.00	0.00
6219	SD19 SHELTON K-12 BOND	6,684.64	8,812.54	-6,684.64	0.00	8,812.54
6257	SD7 KEARNEY K-12 BOND	0.00	0.00	0.00	0.00	0.00

RESOLUTION

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 Sale Certificates in the name of the County, and

WHEREAS, the following list of legal descriptions have either delinquent taxes for the years 2014, 2015, 2016, 2017, OR 2018, 2019 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 2014, 2015 ,2016, 2017, 2018, 2019 and to maintain such Certificates in her custody, and to purchase all subsequent taxes thereon as the same may become delinquent.

DATED THIS_____DAY OF APRIL, 2021.

Motion by _____

Seconded by_____

Passed and approved this_____day April, 2021.

_____

Janice I Giffin, Buffalo County Clerk

PARCEL	LEGAL	TOTALDUE	MULTIYEAR			
40000006	VIL LANDS OF RAV 4-12-14 100' X 100' OF SW1/4 (.23) 4-12-14	64.2				
40054000	O T RV LTS 7 & 8 BLK 2	95.5				
40719000	VESLEY'S ADD RV N35' LT 2 (35 X 220) 9-12-14	52				
80050001	9-12-15 TR IN CORNER OF NW1/4 (1 AC)	23.74				
120118000	O T PL LT 6 BLK 10	43.66				
120119000	O T PL LT 7 BLK 10	43.66				
520271000	ODESSA VIL LTS 133 & 134 & E 7' GRANT ST	2301.89	***			
560014100	2-9-16 TR IN NE1/4 NW1/4 (2A)	47.46				
620358022	EAST 56TH STREET ESTATES SECOND ADD KY OUTLOT A (2.954 AC)	24.08				
640199000	FIFTH ADD GIB LT 7 & E 16' LT 8 BLK 12	346.62				
680089000	O T SHEL ALL LT 14 & S 10' LT 13 BLK 6	276.28				

TAX REFUND REQUEST
BUFFALO COUNTY TREASURER

Jean A. Sidwell
Buffalo County Treasurer
Brenda R. Rohrich, Deputy

1512 Central Ave
P.O. Box 1270
Kearney, NE 68848-1270

308-236-1250

NAME OF TAXPAYER:	Kearney Machine LLC
ADDRESS:	2905 E 39th St Kearney, NE 68847
YEAR AND TYPE OF TAX:	2019 Personal Property
LEGAL DESCRIPTION:	
PARCEL NUMBER:	310001128
CORRECTION # & DATE:	Corr 4720 & 4721

TAX YEAR:	2019
ORIGINAL VALUE:	681,531
CORRECTED VALUE:	681,531
ORIGINAL TAX AND INTEREST:	12,457.26
CORRECTED TAX & INTEREST:	11,645.12
AMOUNT OF REFUND:	**812.14**
REASON FOR CORRECTION:	Wrong Tax District

3/24/21

Taxpayer's Signature

Date

Approved By:

Chairman of County Board

Date

TAX REFUND REQUEST
BUFFALO COUNTY TREASURER

Jean A. Sidwell
Buffalo County Treasurer
Brenda R. Rohrich, Deputy

1512 Central Ave
P.O. Box 1270
Kearney, NE 68848-1270

308-236-1250

NAME OF TAXPAYER:	KEARNEY MACHINE LLC
ADDRESS:	2905 E 39TH ST KEARNEY, NE 68847
YEAR AND TYPE OF TAX:	2017 & 2018 PERSONAL PROPERTY TAX
LEGAL DESCRIPTION:	PERSONAL PROPERTY
PARCEL NUMBER:	310001128
CORRECTION # & DATE:	CORR 4743, 4744, 4745, 4746 12/29/2020

TAX YEAR:	2017	2018	
ORIGINAL VALUE:	557,424	647,283	
CORRECTED VALUE:	557,424	647,283	
ORIGINAL TAX AND INTEREST:	9,867.96	11,551.14	
CORRECTED TAX & INTEREST:	9,255.02	10,841.92	
AMOUNT OF REFUND:	**612.94**	**709.22**	**1,322.16**

REASON FOR CORRECTION: Correction for Wrong Tax District

Taxpayer's Signature 3/24/21

Date

Approved By:

Chairman of County Board

Date

NEBRASKA LIQUOR CONTROL COMMISSION
PHONE (402) 471-2571
Website www.lcc.nebraska.gov

Special Designated License
Local Recommendation (Form 200)
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

The Village 1919

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1920 A Ave, Kearney Ne 68847

Retail Liquor License Address or Non-Profit Business Address

123261

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 05/29/21

Event Start Time(s): ~~05/28/21~~ 12pm

Event End Time(s): 12am

Alternate Date: 05/28/21

Alternate Location Building & Address:

Event Building Name: The Farm

Event Street Address/City: 51460 100th Road Shelton, NE 68876

Indoor area to be licensed in length & width: 60' x 40'

Outdoor area to be licensed in length & width: 300y x 300y **(Diagram Form #109 must be attached)**

Type of Event: Wedding **Estimate # of attendees:** 200

Type of alcohol to be served: **Beer** X **Wine** X **Distilled Spirits** X
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Ryan Pierce **Event Contact Phone Number** ~~(308)~~ (308) 240 9207

Event Contact Email: rlpierce@gmail.com

***Signature Authorized Representative:** [signature] **Printed Name** Ryan L Pierce

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

***Retail licensee – Must be signed by a member listed on permanent license**
***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. **(Only one should be written above)**

_____ _____
Local Governing Body Authorized Signature **Date**

Neil A. Miller
Sheriff

BUFFALO COUNTY
OFFICE OF THE SHERIFF

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

April 8, 2021

Chairman William McMullen
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 Special Designated Liquor License (SDL) application from applicant Ryan Pierce; DBA: The Village 1919, for an SDL; for a wedding event to be held at "The Farm" located at 51460 100th Rd. Shelton, NE 68876 on May 29, 2021 from 12:00 p.m. to 12:00 a.m. The application indicates the type of alcohol to be served includes beer, wine and distilled spirits.

The information provided indicated The Village 1919 has a Nebraska Liquor License; class CK- # 123261. Ryan Pierce, a member of The Village 1919, will be supervising the sale of alcoholic beverages and who would be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to.

Upon reviewing the application and performing a brief background investigation on the Licensee, The Village 1919, through the Nebraska Liquor Control Commission website, as well as Ryan Pierce, there was no information discovered of concern.

Sincerely,
NEIL A. MILLER
Sheriff

Paul T. Koerner
Investigator
cc: Sheriff Miller

AGREEMENT FOR THE PROVISION OF HEALTH CARE TO INCARCERATED PATIENTS BUFFALO COUNTY, NEBRASKA

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Buffalo, located in the State of Nebraska, through the Buffalo County Sheriff in their official capacity (hereinafter referred to as "county"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), a corporation.

DEFINITIONS

COUNTY PATIENTS – Patients booked into the custody of the county and presently incarcerated in the facility, but not to include non-county patients.

NON-COUNTY PATIENTS – Patients who are covered by a government health program for American Indians; work release patients while on work release; patients during transport to/from outside facilities; and patients housed in the facility for other counties, State Department of Corrections, U.S. Immigration and Customs Enforcement (ICE), U.S. Marshals, and/or other federal agencies.

ARTICLE 1: ACH

1.1 BIOMEDICAL WASTE DISPOSAL. ACH will pay for biomedical waste disposal services **for the medical unit** at the facility. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.

1.2 DENTAL CARE. ACH will provide dental triage screenings. The county will pay for all costs associated with dental care.

1.3 ECTOPARASITES. For patients presenting with symptoms of ectoparasitic infection (as determined by the ACH prescriber), ACH will provide and pay for medically indicated treatment. For patients without symptoms of ectoparasitic infection, ACH will provide treatment at the county's request, and the county will be responsible for the cost of the treatment. ACH will not be responsible for facility cleaning for ectoparasites.

1.4 ELECTIVE CARE. Elective care is defined as care which, if not provided, would not, in the opinion of ACH's prescriber, cause the patient's health to deteriorate. ACH will not pay for elective care for patients.

1.5 LABOR. Incarcerated patients will not be employed or otherwise utilized by ACH.

1.6 MEDICAL CLAIMS RE-PRICING. Upon the county's request, ACH will re-price medical claims through our third-party vendor, JAB Management Services. Once claims are received, JAB will calculate the applicable discount (if any) and confirm the integrity of the claim prior to returning to the county for payment. JAB averages a claims processing standard of 40 days; however, we anticipate being able to process the county's claims within a maximum of 28 days. The monthly amount to be paid by the county to ACH for this service is to be 20% of the savings on the medical claim(s). (For example, if JAB re-prices a $100 claim down to $20, ACH will charge the county 20% of the $80 JAB saved the county – $16.) The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.

1.7 MEDICAL SUPPLIES (DISPOSABLE). ACH will pay for disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies

expected in a medical unit would be alcohol preps, ammonia ampules, bandages, blood sugar strips, cotton-tip applicators, gauze pads, gloves **for the medical team,** lancets, med cups, medical tape, O2 tubing, peak flow mouth pieces, PPE (personal protective equipment) **for the medical team**, pregnancy tests, saline, sterile water, syringes, tongue blades, and urine test strips. ACH will have the final say of what is a disposable medical supply.

1.8 MOBILE SERVICES. Mobile services are defined as laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services. The county will pay for all costs associated with mobile services.

1.9 OFF-SITE SERVICES. Off-site services are defined as medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing (including but not limited to COVID testing), hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. The county will pay for any costs associated with off-site services.

1.10 OTHER SERVICES AND EXPENSES. ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.

1.11 PHARMACEUTICALS. Pool money will pay for all pharmaceuticals. The county agrees to allow home medications in the facility when they are able to be properly verified. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, corporate approval for expensive medication, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.

1.11.1 DISCHARGE PLANNING – MEDICATION. Prescribing decisions are made on a patient-specific, case-by-case basis by the prescriber. As a general rule, ACH's prescriber will (1) call in a prescription to a local pharmacy for the patient to pick up, (2) discharge the patient with an appropriate amount of medication so the patient may bridge to a community provider (generally, no more than 14 days), or (3) decide not to prescribe medication (as appropriate). The county will pay for all discharge medication.

1.12 POOL. The county will have a pool of $21,000 to be used every 12 months (referred to as the "pool"). The pool money will be spent as indicated in this agreement. The pool dollar amount is simply an estimation of, **not a limitation on**, how much money will likely be spent. ACH prescribers do not make treatment decisions based upon the pool money balance. Instead, it is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis.

1.12.1 The date of service for outpatient care, or date of admission for hospitalization, or date of the prescription, will be used to determine the calendar month in which the expenses are to be applied toward the pool. Any costs exceeding the pool will be paid by the county at the time the costs exceed the pool, or monthly, as needed.

1.12.2 Any monies remaining in the pool after receipt of invoices will be shared with the county at a rate of 90% to the county / 10% to ACH within 90 days after the pool close date. Invoices received after the pool close date will be forwarded to the county for payment.

1.12.3 In the event this agreement is terminated prior to the pool close date, any remaining pool monies will be prorated for the portion of the 12-month term elapsed. Costs exceeding the prorated amount will be paid by the county.

1.13 STAFFING.

1.13.1 MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), ACH employees are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the facility requires the ACH employee to be "on call" during meal break(s) so that they may respond to an emergency, then the ACH employee is considered to be "on duty" and the meal break(s) will be paid for by the county.

1.13.2 MEDICAL PRESCRIBER. A prescriber will visit the facility weekly (or as otherwise agreed by the county and ACH) and will stay until their work is completed. A prescriber will be available by telephone to the facility and medical staff on an on-call basis, 7 days per week, 24 hours per day. For scheduled visits that fall on holidays, coverage will be provided by telephone only.

1.14 TUBERCULOSIS (TB) TESTING.

1.14.1 OFFICERS. ACH will perform TB skin tests as directed by the county. The county will pay for the TB serum and related supplies. Upon the county's request, ACH will secure the serum and related supplies through the correctional pharmacy, then bill the county for those costs, and the county agrees to pay.

1.14.2 PATIENTS. Upon the facility's request, ACH will provide TB skin tests on or about the patient's 14th day in the facility. ACH will pay for the TB serum and related supplies, unless the county prefers to test every patient at intake, in which case the county agrees to pay for those overages.

ARTICLE 2:
THE COUNTY

2.1 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). The duty to purchase, provide, inspect, and maintain the facility's AEDs is, and always will be, vested in the county. This agreement does not result in the assumption of those duties by ACH or its people. While ACH and its people may assist the county, ultimately the county specifically retains the duties and obligations with respect to AEDs. ACH and its people will assume no responsibility for and will not be liable for the facility's lack of AED(s) and/or defective and/or non-working AEDs in the facility.

2.2 COUNTY'S ILLNESS REPORTS, POLICIES, PROCEDURES. All illness reports, policies, and procedures will at all times remain the property of the county and will remain at the facility. ACH may make recommendations to the county's health care policies, procedures, and illness reports. Those recommendations are made for the county's consideration. ACH operates within the county's policies, procedures, and illness reports. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. The materials in this section are for general information purposes only. That information should be treated as guidelines, not rules. The information is not intended to establish a standard of medical care and is not a substitute for common sense. The information is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.

2.3 CPR CARDS. ACH will not pay for CPR cards for county employees.

2.4 DECLINING APPLICANTS FROM ACH SO THE COUNTY MAY EMPLOY THEM DIRECTLY. ACH makes a significant investment in the recruiting of new applicants and acknowledges the county has final approval of who may enter the facility. As a result, ACH does not expect the county to deny approval of an applicant presented to them in order for the county to employ that person directly. If, during the term of this agreement or within 1 year after this agreement's termination, the county should hire an applicant who was presented to them by ACH and denied approval by the county, the county agrees to pay ACH 30% of the applicant's first year's salary/compensation as a recruiting fee for each applicant.

2.5 DUTY TO PROTECT PATIENTS. The non-delegable duty to protect patients is, and always will be, vested in the county. This agreement does not result in the assumption of a non-delegable duty by ACH. As such, the county specifically retains the duty and obligation for security of the patients. This duty extends to the control of patient movement. ACH and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.

2.6 ELECTRONIC COMMUNICATIONS. The county agrees to provide to ACH copies of any electronic communications between ACH and ACH's employees and independent contractors in the county's possession (including stored on the county's email servers) as requested by ACH. The county agrees to treat electronic communications between ACH and its employees and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.

2.7 EMPLOYEE RAIDING (ANTI-POACHING / NON-SOLICITATION AGREEMENT). ACH makes a significant investment in the training and professional development of our employees and independent contractors. As a result, ACH does not expect the county to offer employment to or otherwise "poach" or solicit ACH employees or independent contractors **and the county is specifically prohibited from doing the same**. If the county should hire any ACH employee or independent contractor during this agreement's term or within 1 year after this agreement's termination, the county agrees to pay ACH a professional replacement fee of $10,000 or 10% of this contract price, whichever is greater, for each employee or independent contractor, with the following exception: this does not apply to any person who was employed by the county prior to this agreement. It is expressly agreed by ACH and the county that the payment under this provision does not constitute a penalty and that the parties, having negotiated in good faith and having agreed that the payment is a reasonable estimate of damages in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such payment.

2.8 MEDICAL AND MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of the county and will remain in the facility. The county agrees to provide copies of those records to ACH when requested.

2.9 MEDICAL EQUIPMENT (DURABLE). The county pays for medical equipment. At the county's request, ACH will assist the county in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, refrigerator (small), and scales. Medical equipment will be the property of the county.

2.10 NON-MEDICAL CARE OF PATIENTS. The county will provide and pay for non-medical needs of the patients while in the facility, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.

2.11 NURSING LICENSURE. ACH's preference is to run a health care program using RNs. Ultimately, the level of nursing licensure ACH provides at the facility is the county's decision (RN vs. LPN).

2.12 OFFICE EQUIPMENT (DURABLE). The county will provide use of county-owned office equipment and utilities in place at the facility's health care unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this agreement, the office equipment will be in good working order, with allowances made for reasonable wear and tear.

2.13 OFFICE SUPPLIES (DISPOSABLE). The county will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of patient health care services.

2.14 OFFICER TRAINING. The duty to train the officer(s) is and always remains vested in the county. Upon request of the county, ACH may assist in training for officer(s) on certain topics as determined by the county. The county is solely responsible for overall operation of the facility, including medical care. The county maintains ultimate responsibility for training and supervising its correctional officers, including but not limited to emergency procedures, ensuring sick calls are passed along to the medical team, and properly distributing medications (where appropriate).

2.15 PREVENTATIVE SERVICES. If the county requests preventative services (such as flu shots, COVID vaccinations, etc.) for incarcerated patients or county employees, the county will pay for it. ACH may provide, but will not pay for, preventative services. Upon the county's request, ACH will secure the vaccination (for example) and related supplies (if applicable) through the correctional pharmacy or health department, then bill the county for any costs, and the county agrees to pay.

2.16 SECURITY. The county will maintain responsibility for the physical security of the facility and the continuing security of the patients. The county understands that adequate security services are necessary for the safety of the agents, employees, and subcontractors of ACH, as well as for the security of patients and officer(s), consistent with the correctional setting. The county will provide security sufficient to enable ACH and its personnel to safely provide the health care services described in this agreement. The county will screen ACH's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of ACH's employees and independent contractors regarding security/background clearance. Should the facility unreasonably withhold security clearance and/or withhold security clearance on an unreasonably high quantity of proposed staff, it places an excessive burden on ACH to staff the facility. In that case, ACH may hire Agency worker(s) to temporarily staff the facility, and the county agrees to pay the difference between the Agency rate(s) and ACH rate(s).

2.17 STAFFING. The county agrees that nursing and mental health services at the facility will be provided by the county and ACH has no responsibility under this agreement to provide nursing and/or mental health services at the facility. The parties further agree that the nursing and mental health teams provided by the county will work cooperatively with ACH employees and subcontractors to effectively carry out the terms and conditions of this agreement. ACH will not be responsible for the training of the nursing and/or mental health teams.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay $78,088.46 per year to ACH under this agreement. To do so, the county agrees to make monthly payments of $6,507.37 to ACH during the term of this agreement. ACH will bill the county approximately 30 days prior to the month in which services are to be rendered. The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.

3.1.1 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary of the commencement of services under this agreement, the annualized amount of increase for compensation will be the 12-Month Consumer Price Index (CPI) for hospital and related services – medical care or zero percent (0%), whichever is higher. The CPI will be calculated from the most recent CPI data as published by the Bureau of Labor Statistics.

3.2 FUNDING THE FACILITY'S HEALTH CARE PROGRAM. It is ultimately the responsibility of the county to appropriately fund the facility's health care program. As a result, ACH's health care program at the facility (staffing, etc.) is customized and approved by the county.

3.3 QUARTERLY ADJUSTMENTS.

3.3.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the facility census records. For billing purposes, the county patient ADP will be 115 and the non-county patient ADP will be 10. Patients who are not presently incarcerated in the facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the county. The ADPs reported to ACH should only include those patients presently incarcerated in the facility.

3.3.2 PER DIEM.

3.3.2.1 COUNTY PATIENTS. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of county patients above or below the contracted ADP for that quarter multiplied by the per diem rate of $0.35 per patient per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x $0.35 x 91)

3.3.2.2 NON-COUNTY PATIENTS. A separate per diem rate of $0.35 per patient per day will be assessed for each non-county patient housed in the facility in excess of the contracted non-county patient ADP.

3.3.3 ARREARS. Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between ACH and the county. Payment of the adjusted amount will be due upon receipt of said invoice.

ARTICLE 4:
TERM AND TERMINATION

4.1 TERM. The term of this agreement will begin on April 1, 2021 at 12:01 A.M. and will continue in full force and effect until March 30, 2022 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for successive 3-year periods unless either party gives 30 days' written notice prior to the end of a term.

4.2 TERMINATION.

4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this agreement will be subject to annual appropriations by the county. If funds are not appropriated for this agreement, then upon exhaustion of such funding, the county will be entitled to immediately terminate this agreement. Recognizing that such termination may entail substantial costs for ACH, the county will act in good faith and make every effort to give ACH

reasonable advance notice of any potential problem with funding or appropriations. The county agrees to pay for services rendered up to the point of termination.

4.2.2 30-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, the county or ACH may, without prejudice to any other rights they may have, terminate this agreement by giving 30 days' advance written notice to the other party. If the county gives ACH less than 30 days' advance written notice, the county agrees to pay to ACH 1-month's contract price as an early termination fee.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

5.1 ADVICE OF COUNSEL. Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this agreement, (b) is freely entering into this agreement of his/her or its own volition, and (c) understands and agrees that this agreement will be construed as if drafted by both parties and not by one party solely.

5.2 ASSIGNMENT. ACH may not assign this agreement or any rights hereunder in whole or in part. Subject to the foregoing, this agreement will inure to the benefit of and be binding upon each of the heirs, permitted assigns, and successors of the respective parties. Any assignment in violation of this section will be null and void.

5.3 ATTORNEY FEES AND COSTS. In the event a lawsuit, arbitration, or mediation is initiated by either party, the party against whom a judgment or award is entered will also be liable for costs of suit and reasonable attorneys' fees as set by the court or arbitrator.

5.4 AUTHORITY. The persons signing below represent that they have the right and authority to execute this agreement for their respective entities and no further approvals are necessary to create a binding agreement.

5.5 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The county and ACH agree that no party will require performance of any ACH or county employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any additional services required at the facility as the result of governmental (including, but not limited to, Centers for Disease Control and Prevention, Department of Justice, health department, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should ACH be asked to provide substantial new medical treatment, the county will pay for it, unless specifically agreed upon in writing between ACH and the county.

5.6 COUNTERPARTS; HEADINGS. This agreement may be executed in counterparts, each of which will be an original and all of which will constitute one agreement. The headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. The term "patient" includes incarcerated detainees and inmates.

5.7 ENTIRE AGREEMENT; AMENDMENT. This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.

5.8 EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of ACH to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.

5.9 EXCUSED PERFORMANCE. In case performance of any terms or parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, pandemics, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

5.10 FILMING. ACH does not consent to the filming of its employees for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, "60 Days In"), etcetera. If the facility and/or county decide to engage in such a project, they agree to notify ACH's legal department at least 90 days prior to filming, at 309-692-8100; facsimile: 309-214-9977; or email: Contracts@advancedch.com. ACH reserves the right to terminate the agreement prior to the beginning of the filming of such a project. ACH will have no obligation under this agreement to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project. The county agrees to hold harmless and indemnify ACH and its employees against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the filming of such a project.

5.11 FURTHER ACTS. The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.

5.12 GOVERNING LAW. This agreement will be governed by the laws of the State of Nebraska (without reference to conflicts of laws principles).

5.13 HOLD HARMLESS & INDEMNIFY.

5.13.1 ACH will hold harmless and indemnify the county (together with its respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of ACH or its employees, which is related to medical treatment or care provided by ACH.

5.13.2 The county will hold harmless and indemnify ACH (together with its respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the county or its employees, which is related to medical treatment or care provided by ACH.

5.13.3 ACH will further hold harmless and indemnify the county (together with its respective employees), against any charge with an administrative agency, claim, suit, loss, or damage, including reasonable attorneys' fees and other costs of litigation, asserted by an ACH employee or independent contractor against the county arising out of allegations that: (a) he or she was not properly paid wages, benefits, or compensation to which he/she was entitled in accordance with applicable federal or state law, or (b) he or she was discriminated or retaliated against on the basis of any legally protected status or conduct, unless the alleged discriminatory or retaliatory acts were solely those of county employees.

5.13.4 The county will further hold harmless and indemnify ACH (together with its respective employees), against any charge with an administrative agency, claim, suit, loss, or damage, including reasonable attorneys' fees and other costs of litigation, asserted by a county employee or independent contractor against ACH arising out of allegations that: he or she was discriminated or retaliated against on the basis of any legally protected status or conduct, unless the alleged discriminatory or retaliatory acts were solely those of ACH employees.

5.14 INDEPENDENT CONTRACTORS. ACH may engage certain health care professionals as independent contractors rather than employees. The county understands and acknowledges that some physicians, advanced practice providers, nurses, mental health workers, consultants, specialists, and other allied health professionals practicing with ACH ("health care team members") are not employees or associates of ACH; and that ACH is not responsible for their opinions, decisions or medical procedures performed.

5.15 INSURANCE.

5.15.1 ACH will provide certificates of insurance upon request, demonstrating that the below listed insurance requirements are in force and that the county is named as an additional insured on ACH's policies of insurance, as appropriate.

5.15.2 WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE. For workers' compensation and employers liability insurance, the minimum acceptable limits will be the statutory limits as required by the State of Nebraska.

5.15.3 PROFESSIONAL LIABILITY. ACH will obtain and maintain in good standing professional liability malpractice insurance covering all medical professionals and ancillary personnel employed by ACH, with minimum limits of $1MM each occurrence and $3MM aggregate annually. Should ACH carry "claims made" insurance, ACH will maintain insurance coverage to cover claims made through the statute of limitations.

5.15.4 COMMERCIAL GENERAL LIABILITY. ACH will obtain and maintain in good standing commercial general liability insurance with minimum limits of $1MM per occurrence and $2MM general aggregate premises operations and $2MM products/completed operations aggregate.

5.15.5 AUTOMOBILE LIABILITY COVERAGE. ACH will provide automobile liability coverage with a minimum limit of $1MM on any owned, hired, or non-owned automobiles.

5.16 INTERGOVERNMENTAL AGREEMENTS (IGAs) (PIGGYBACK). ACH agrees to allow the county to authorize other government agencies to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this agreement, and to make payments directly to ACH during the period of time that this agreement is in effect.

5.17 NO GRANT OF RIGHTS. Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.

5.18 NO RELATIONSHIP OR AUTHORITY. The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the county and ACH. ACH does not have the power or authority to bind the county or to assume or create any obligation or responsibility on the county's behalf or in the county's name, except as otherwise explicitly detailed in this agreement, and ACH will not represent to any

person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the county for the purposes of any employee benefit program.

5.19 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent. To the county: Buffalo County Jail, 1417 First Ave., Kearney, NE 68847; facsimile: 308-233-5216; email: sheriff@buffalocounty.ne.gov; 90922@buffalocounty.ne.gov. To ACH: Advanced Correctional Healthcare, Inc., Attn: Associate General Counsel, 720 Cool Springs Blvd., Suite 100, Franklin, TN 37067; facsimile: 309.214.9977; email: Contracts@advancedch.com.

5.20 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which the county is a party and which relate to the provision of health care to patients at the facility. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.

5.21 SEVERABILITY. If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.

5.22 SUBCONTRACTING. ACH may subcontract services including, but not limited to, biomedical waste disposal, electronic medical records, mobile services, pharmaceutical services, staffing, and training.

5.23 TRAINING MATERIAL. Information in any training material should be treated as guidelines, not rules. The information presented is not intended to establish a standard of medical care and is not a substitute for common sense. The information presented is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis.

5.24 WAIVER. Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.

_____ _____

Jessica K. Young, Esq., CCHP
President & Chief Executive Officer

Date

COUNTY OF BUFFALO, NEBRASKA

_____ _____

Neil Miller, Sheriff

Date

Please complete and return via email to Contracts@advancedch.com.

If this contract is not returned to ACH by 5/2/21, the price may be subject to increase.

BUSINESS ASSOCIATE AGREEMENT
BUFFALO COUNTY, NEBRASKA

Definitions

Catch-all definition:

The following terms used in this Agreement will have the same meaning as those terms in the HIPAA Rules (https://www.federalregister.gov/articles/2013/01/25/2013-01073/modifications-to-the-hipaa-privacy-security-enforcement-and-breach-notification-rules-under-the): Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" will generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Advanced Correctional Healthcare, Inc.

(b) Covered Entity. "Covered Entity" will generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Buffalo County Jail.

(c) HIPAA Rules. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, within 48 hours (except for any breaches putting patients at immediate risk of harm, which should be reported as soon as possible) and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement for the Provision of Health Services. The Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity will notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity will notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered Entity will not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except if the Business Associate will use or disclose protected health information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Agreement will be effective as of the date of the last signature hereto, and will terminate on the termination of the Agreement for Health Services or the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, will:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;

3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section will survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment to this Agreement will be effective until reduced to writing and signed by the parties.

(c) Interpretation. Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules.

(d) No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.

(e) Without in anyway limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is Used or Disclosed pursuant to this Agreement.

(f) Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision will not be construed as a waiver of any other term or provision.

(g) Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

(h) Conflict. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement will govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of the Business Associate to Covered Entity will apply to the breach of any term, condition or covenant contained in this Agreement by Business Associate.

(i) Headings. The headings of each section are inserted solely for purposes of convenience and will not alter the meaning of this Agreement.

(j) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date of the last signature hereto.

BUSINESS ASSOCIATE	**COVERED ENTITY**
ADVANCED CORRECTIONAL HEALTHCARE, INC.	BUFFALO COUNTY JAIL
_____	_____
Jessica K. Young, Esq., CCHP President & Chief Executive Officer	Neil Miller Sheriff
_____	_____
Date	Date

Please complete and return via email to Contracts@advancedch.com

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: Tri-City Village	County Name: Buffalo	Tax Year: 2020
Name of Business if Different than Organization:	State Where Incorporated: Nebraska	
Name of Owner of Property: Heather Santiago	Total Actual Value of Real and Personal Property: $ 197,000	Parcel ID Number: 605425010 605425000
Street or Other Mailing Address of Applicant: 2503 Avenue A And 2505 Ave A	Contact Name: Heather Santiago	Phone Number: 308-233-1553
City: Kearney State: NE Zip Code: 68847	Email Address: heathersantiago-84@yahoo.com	

Type of Ownership

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

Name	Title of Officers, Directors, or Partners	Address, City, State, Zip Code
Heather Santiago	President	1006 Court St PO Box 1109 Gibbon NE 68840

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

SW 1/4 SS Add KY W 1/2 LT 147 + ALL LT 148

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 any other uses of the property:

Non profit thrift store - housing for individuals battling homelessness and or addiction, Narcotics anonymous meetings, Budgeting Classes, Lifeskills, free meals,

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 or owner or organization making exclusive use of the property?	☐ YES	☒ NO
Is a portion of the property used for the sale of alcoholic beverages? If Yes, state the number of hours per week _____	☐ YES	☒ NO
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 ▶ Heather Santiago (Authorized Signature) President (Title) 3/12/2021 (Date)

Retain a copy for your records.

For County Assessor's Recommendation

☒ Approval

☐ Approval of a Portion

☐ Denied

COMMENTS: _____

▶ Ethel M Skinner (Signature of County Assessor) 3/17/2021 (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.

KEARNEY'S VILLAGE

2/26/2021

To Whom It May Concern:
I am asking that my properties at 2523 Avenue A and 2525 Avenue A in Kearney Nebraska be exempt from property tax. I am also asking that these properties be seperated back into two parcels instead on being combined as one. I am operating Tri-City Village which is a Non Profit business out of 2523 Avenue A. We hold classes such as Budgeting, LifeSkills, Weekly Goals and Progress, and Narcotics Annonymous Meetings daily. We also have free meals once a week. We have now started a thrift store.

At 2525 Avenue A which is the property next door to the one I described above is a house that is a "Sober House". We use this house for men who have graduated Kearney's Village. Kearney's Village is my other company located at 824 East 25th Street in Kearney. Kearney's Village is a Transitional and Sober Living Facility with Programming but is not a non profit corporation. After completing the program at Kearney's Village if residents want a less structured but still sober, positive, semi-structured, and supportive environment - If there is an opening at our Mens Sober House located at 2525 Avenue A in Kearney then we will offer that to qualified male individuals.

I am asking that this be approved. I would greatly appreciate it. In all honesty, if I had known that this was an option from the beginning of purchasing 2523 and 2525 Avenue A - I believe I would not be facing the $8,300 tax liability from the first year that I purchased the property. I was never told that this was an option until it recently "blew into a huge issue". As a new business owner that was uneducated with non profit corporations and how things work under those classifications - Even though I was a non profit corporation I missed the opportunity for the tax break which has cost my non profit $8,300. But, I am hoping that you forgive my mistake going forward as I was mislead originally and then never informed of the process to fix the issue.

If you have any questions please feel free to contact me. I truly appreciate you taking the time to review this letter and your consideration in this matter.

Thank You,
Heather Santiago

Kearney's Village Transitional and Sober Living
824 East 25th Street
Kearney Nebraska 68847
308-234-2408 Office
308-233-1553 Cell

Buffalo County Board of Commissioners
BUFFALO COUNTY COURTHOUSE
P.O. Box 1270 Kearney, NE 68848-1270
Phone (308) 236-1224
Fax (308) 236-1865

April 1, 2021

NOTICE OF HEARING
FOR TAX EXEMPTION

BUFFALO COUNTY BOARD OF COMMISSIONERS
BOARD OF EQUALIZATION SESSION
COURTHOUSE, KEARNEY, NE

Tri-City Village
Heather Santiago
2523 Avenue A
Kearney, NE 68847

You are hereby notified that the Buffalo County Board of Commissioners, in Board of Equalization session, will hold a hearing to review the attached application(s) for tax exemption for your organization.

The hearing will be held in the Buffalo County Board Room (Room 225), Buffalo County Courthouse, 1512 Central Ave., Kearney, Nebraska, as follows:

DATE: Tuesday, April 13, 2021
TIME: 9:30 a.m.

Please have a member of your organization present. If you have any questions or concerns about your hearing, please do not hesitate to contact the office.

Sincerely,

William C. McMullen

William C. McMullen, Chairman
WCM/tk
Enclosure

Date: March 31st 2021

To: Buffalo County Board

Subject: Tax List Corrections

The attached Tax List Corrections are being presented to you for approval.

Approved by action of the County Board on This _____ Day of _____, 2021

_____

Chairman

2 – Personal Property – 1 Chg of value due to 1 item in Hall County & 1 Accelerate tax as Business has sold.

6 – Real Estate – 1 Chg of homestead percentage from 100% to 60% per Dept of Revenue & 5 Accelerate taxes as MH's are being sold on sheriff sale.

8 Corrections for the Month of March 2021

Tax List Correction

BUFFALO County, Nebraska

Property ID: 310001348 - PP

Date: 03-01-2021

No: 4764

Name and Address:
MID-NEBR AGGREGATE INC

Description of Property:

Tax Year: 2020

1220 School: 10-0002

District: 1220 TAX DISTRICT

42500 KILGORE RD
GIBBON, NE 68840

Stmnt No: 1219

	Actual Valuation	Tax Rate	Consolidated Tax	Farmer Credit	Exemption Value	Exemption Credit	Penalty Tax	1st Half	2nd Half	Total Tax
Original Amount	631,255	1.64289000	10,370.84	0.00	0	0.00	0.00	5,185.42	5,185.42	10,370.84
Corrected Amount	451,817	1.64289000	7,422.86	0.00	0	0.00	0.00	3,711.43	3,711.43	7,422.86
Additional Amount										
Deducted Amount	179,438		2,947.98					1,473.99	1,473.99	2,947.98

Reason for Correction: CORRECTION OF VALUE DUE TO ITEM LOCATED IN HALL COUNTY

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

310001348

By _____

Deputy

Tax List Correction

BUFFALO County, Nebraska

Property ID: 040382000 - RE

Date: 03-02-2021

No: 4765

Name and Address:
MCDOWELL, DAVID P & KAREN J

Description of Property:
1ST ADD RV LTS 1 & 2 BLK 1

Tax Year: 2018

250 School: 10-0069

District: 250 RAVENNA CITY

724 PAVIA AVE
RAVENNA, NE 68869

9-12-14

Stmnt No: 13227

* Tax Credit of 75.22 consists of 75.22 in Non-Ag, and 0.00 in Agland.

	Actual Valuation	Tax Rate	Consolidated Tax	Tax Credit *	Homestead Value	Homestead Credit	Penalty Tax	1st Half	2nd Half	Total Tax
Original Amount	86,950	1.47158200	1,279.54	0.00	86,950	1,279.54	0.00	0.00	0.00	0.00
Corrected Amount	86,950	1.47158200	1,279.54	75.22	52,170	767.72	0.00	218.30	218.30	436.60
Additional Amount				75.22				218.30	218.30	436.60
Deducted Amount					34,780	511.82				

Reason for Correction: CHANGE OF HOMESTEAD FROM 100% TO 60% PER DEPT OF REVENUE

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

Ethel M Skinner

County Assessor - County Clerk

040382000

By _____

Deputy

Tax List Correction

BUFFALO County, Nebraska

Property ID: 318502140 - PP

Date: 03-19-2021

No: 4766

Name and Address:
BROWN TRANSFER CO

Description of Property:
911 E 11TH ST

Tax Year: 2020

1000 School: 10-0007

District: 1000 KEARNEY CITY

PO BOX 158
KEARNEY, NE 68848-0158

Stmnt No: 1982

	Actual Valuation	Tax Rate	Consolidated Tax	Farmer Credit	Exemption Value	Exemption Credit	Penalty Tax	1st Half	2nd Half	Total Tax
Original Amount	84,847	1.83185200	1,554.28	0.00	0	0.00	0.00	777.14	777.14	1,554.28
Corrected Amount										
Additional Amount										
Deducted Amount										

Reason for Correction: ACCELERATE TAXES AS BUSINESS IS SOLD

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

318502140

By _____

Deputy

Tax List Correction

BUFFALO County, Nebraska

Property ID: 650300948 - RE

Date: 03-31-2021

No: 4767

Name and Address:
MOSIER, JULIE D

Description of Property:
IOLL WOODRIVER VAL CRT #101 (1977
REDMAN/NEW MOON 14X66 GG10233999)

Tax Year: 2020

900 School: 10-0007

District: 900 TAX DISTRICT

865 W 78TH ST LT 101
KEARNEY, NE 68845

Stmnt No: 23987

	Actual Valuation	Tax Rate	Consolidated Tax	Tax Credit *	Homestead Value	Homestead Credit	Penalty Tax	1st Half	2nd Half	Total Tax
Original Amount	3,415	1.71224400	58.48	0.00	0	0.00	0.00	29.24	29.24	58.48
Corrected Amount										
Additional Amount										
Deducted Amount										

Reason for Correction: ACCELERATE TAX FOR 2021 AS MH BEING SOLD ON SHERIFF SALE FOR BACK TAX ON 4/1/21

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

Ethel M Skinner
County Assessor - County Clerk

650300948

By _____
Deputy

Tax List Correction

BUFFALO County, Nebraska

Property ID: 650311880 - RE

Date: 03-31-2021

No: 4768

Name and Address:
ANDERSON, LAURI A

2900 GRAND AVE LT 201
KEARNEY, NE 68847

Description of Property:
IOLL EAST LAWN CRT #201 (1972
DMH/DETROITER 14X66 GCO57386)

31-9-15

Tax Year: 2020

1000 School: 10-0007

District: 1000 KEARNEY CITY

Stmnt No: 23988

	Actual Valuation	Tax Rate	Consolidated Tax	Tax Credit *	Homestead Value	Homestead Credit	Penalty Tax	1st Half	2nd Half	Total Tax
Original Amount	1,070	1.83185200	19.60	0.00	0	0.00	0.00	9.80	9.80	19.60
Corrected Amount										
Additional Amount										
Deducted Amount										

Reason for Correction: ACCELERATE TAX FOR 2021 MH BEING SOLD ON SHERIFF SALE 4/1/21 DUE TO BACK TAXES

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

650311880

By _____

Deputy

Tax List Correction

BUFFALO County, Nebraska

Property ID: 651113500 - RE

Date: 03-31-2021

No: 4769

Name and Address:
WALDHERS, KEVIN

OR ROSE UPTHAGROVE
2900 GRAND AVE LT 56
KEARNEY, NE 68847

Description of Property:
IOLL EAST LAWN CRT #56(1974 RIVIERA 14X76 0703702064)

31-9-15

Tax Year: 2020

1000 School: 10-0007

District: 1000 KEARNEY CITY

Stmnt No: 23989

	Actual Valuation	Tax Rate	Consolidated Tax	Tax Credit *	Homestead Value	Homestead Credit	Penalty Tax	1st Half	2nd Half	Total Tax
Original Amount	1,300	1.83185200	23.82	0.00	0	0.00	0.00	11.91	11.91	23.82
Corrected Amount										
Additional Amount										
Deducted Amount										

Reason for Correction: ACCELERATE TAXES FOR 2021 MH BEING SOLD ON SHERIFF SALE 4/1/21 DUE TO BACK TAX

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

Ethel M Skinner
County Assessor - County Clerk

651113500

By _____
Deputy

Tax List Correction

BUFFALO County, Nebraska

Property ID: 850000356 - RE

Date: 03-31-2021

No: 4770

Name and Address:
RACHOW, LARRY D

53110 85TH RD
SHELTON, NE 68876

Description of Property:
IOLL BUEHRERS CRT #5 (1973 SHAR
LO/ADRIAN COLT 12X46 12502FKD3970AC

1-9-13

Tax Year: 2020

1310 School: 10-0019
District: 1310 SHELTON VILLAGE

Stmnt No: 23990

	Actual Valuation	Tax Rate	Consolidated Tax	Tax Credit *	Homestead Value	Homestead Credit	Penalty Tax	1st Half	2nd Half	Total Tax
Original Amount	1,000	2.28485500	22.86	0.00	0	0.00	0.00	11.43	11.43	22.86
Corrected Amount										
Additional Amount										
Deducted Amount										

Reason for Correction: ACCELERATE TAXES FOR 2021 MH BEING SOLD ON SHERIFF SALE 4/1/21 DUE TO BACK TAX

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

Ethel M S Kinner
County Assessor - County Clerk

850000356

By _____
Deputy

Tax List Correction

BUFFALO County, Nebraska

Property ID: 850000685 - RE

Date: 03-31-2021

No: 4771

Name and Address:
SAYLOR, MARTHA ANGELA

2900 GRAND AVE LT 64
KEARNEY, NE 68847

Description of Property:
IOLL EAST LAWN CRT #64 (1977 CHAMPION 24X56 0577174400AB)

31-9-15

Tax Year: 2020

District: 1000 School: 10-0007
1000 KEARNEY CITY

Stmnt No: 23991

	Actual Valuation	Tax Rate	Consolidated Tax	Tax Credit *	Homestead Value	Homestead Credit	Penalty Tax	1st Half	2nd Half	Total Tax
Original Amount	8,800	1.83185200	161.20	0.00	0	0.00	0.00	80.60	80.60	161.20
Corrected Amount										
Additional Amount										
Deducted Amount										

Reason for Correction: ACCELERATE TAX FOR 2021 AS MH BEING SOLD ON SHERIFF SALE 4/1/21 DUE TO BACK TAX

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

Ethel M Kinner
County Assessor - County Clerk

850000685

By _____
Deputy

File with Your County Treasurer

Application for Exemption
from Motor Vehicle Taxes by Qualifying Nonprofit Organizations

• Read instructions on reverse side.

FORM **457**

Name of Organization: Community Action Partnership Of Mid-Nebraska	Tax Year: 2021	Value of Motor Vehicles: $30,000
Name of Owner of Property: Community Action Partnership Of Mid-Nebraska	County Name: Buffalo	State Where Incorporated: Nebraska
Street or Other Mailing Address: 16 W 11th PO Box 2288	Contact Name: Rex Herrick	Phone Number: 3088655675
City: Kearney / State: Ne / Zip Code: 68847	Email Address: maintenance@mnca.net	

Type of Ownership

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

Name	Title of Officers, Directors, or Partners	Address, City, State, Zip Code
Jack Yant	President	PO Box 186 Minden, Ne. 68959
Pat Nelson	Vice-President	815 W 31st St. Kearney, Ne. 68845
Barb Roebuck	Treasurer	120 W. 11th St. North Platte, Ne. 69101

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
Ford	2019	Fusion	3FA6P0HD8KR103611	
Kia	2019	Optima	5XXGT4L39KG325430	

Motor Vehicle 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 use of the motor vehicle:

This vehicle will be used solely for the transport of staff and clients.

Are the motor vehicles used exclusively as indicated? (see instructions)

☒ YES ☐ NO

If No, give percentage of exempt use: _____%

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 _____ Title: Vehicle Maintenance Supervisor Date: 4/5/21

For County Treasurer Recommendation

☐ Approval

☐ Denial

Comments: _____

▶ Signature of County Treasurer: Jean A Sidwell Date: 4-5-21

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.

RESOLUTION 2021-

We, the Buffalo County Board of Commissioners, authorize a petty cash fund to be operated by the Facilities OMP Department in the amount of $2,500.00.

PASSED AND APPROVED THIS 13TH DAY OF APRIL, 2021
BUFFALO COUNTY BOARD OF SUPERVISORS

ATTEST:

_____	_____
William McMullen, Chairman Buffalo County Board of Commissioners	Janice I. Giffin Buffalo County Clerk (SEAL)

BUFFALO
BOARD PREAPPROVAL REPORT
COUNTY GENERAL
FROM 04/13/2021 TO 04/15/2021

Account # 1099	Description	Account Amt	Vendor	Invoice Description	Claim #
641-00 BUILDING & GROUNDS					
00-2-1312	BUILDING REPAIR (PW)	2,500.00	BUFFALO COUNTY FACILITIES	PETTY CASH INITIAL DEPOSIT	02104039
	641-00 BUILDING & GROUNDS	**2,500.00**			
970-00 MISCELLANEOUS GENERAL					
00-5-0103	PURCHASE OF LAND	2,500.00	BUFFALO CO BOARD OF COMMI	REIMBURSE CHECK 2527 BOONE	02104037
00-5-0103	PURCHASE OF LAND	5,500.00	BUFFALO COUNTY CLERK	REIMBURSE CHECK #1447 BOONE	02104038
00-5-0103	PURCHASE OF LAND	2,000.00	BUFFALO COUNTY SHERIFF	REIMBURSE CHECK 5028 BH BLD	02104041
	970-00 MISCELLANEOUS GENERAL	**10,000.00**			
	0100 COUNTY GENERAL FUND	**12,500.00**			
705-00 ROAD FUND					
00-3-0209	MACHINERY & EQUIPMENT FUEL	3,544.00	STATE OF NEBRASKA VOID CK	FUELS TAX 1ST QRTR 2021	02104040
	705-00 ROAD FUND	**3,544.00**			
	0200 COUNTY ROAD FUND	**3,544.00**			
	GRAND	**16,044.00**			

CPNRD
CENTRAL PLATTE
NATURAL RESOURCES DISTRICT

215 Kaufman Ave Grand Island NE 68803
T: (308) 385-6282 F: (308) 385-6285
www.cpnrd.org

March 31, 2021

John Maul
Highway Superintendent
9730 Antelope Ave
Kearney, NE 68847

Subject: Richard Plautz Crane Viewing Area Interlocal Agreement

Dear Mr. Maul,

This letter is to request an Interlocal Agreement between Buffalo County and the Central Platte Natural Resources District. Engineers retained by the District determined that part of the Plautz Crane Viewing site sits within an expanded County ROW. An Interlocal Agreement would allow the NRD to complete trail renovations, streambank stabilization and continued maintenance of the Richard Plautz Crane Viewing Site, within that ROW. The Central Platte NRD, as a partner in the original project and owner of the property has obtained grant funding, along with necessary permits. We are working to complete the site rehabilitation within the timeline outlined in the grant projects. Your time and consideration are greatly appreciated.

Sincerely,

Lyndon Vogt
General Manager

Cc Clerk, Buffalo County

RESOLUTION

WHEREAS Central Platte Natural Resources District, hereinafter simply referred to as "District", desires to have an easement to re-construct and/or re-build the now existing raised public viewing walkways for viewing by the public of the Platte River all as part of the Recreational Trail Program, as administered in the State of Nebraska by the Nebraska Game and Parks Commission. This raised viewing walkway is located to the east of Lowell Road and to the north of Elm Island Road. The District acquired this land in 1995. It is described in Warranty Deed filed in Roll 95 Page 8108, Buffalo County Register of Deeds, and

WHEREAS, District believes that part of the existing and rebuilt raised public viewing walkway is and may be in the future situated on lands owned by Buffalo County, hereinafter simply referred to as "County". The land affected by this walkway might be within the road right of way for Lowell Road, a north to south county maintained, which is a non-sectional line public road, that is a laid out and publicly used public road located in Section Twelve (12), Township Eight (8) North, Range Fourteen (14) West of the 6th P.M., Buffalo County, Nebraska, all as described in deed filed with Buffalo County Register of Deeds on March 10, 1959, in Deed Book 170, Page 298 and mentioned, partially mentioned in the deed to the District described in the previous paragraph, and

WHEREAS, it would be in the best interests of the District and County to enter into an agreement to memorialize the existence and continued existence of the public walkway and set out conditions and responsibilities for its rebuilding, operation, and maintenance, and

WHEREAS, an Interlocal Government Agreement has been drafted that addresses construction, continued maintenance, and liability issues, and

NOW THEREFORE, be it resolved that Buffalo County accepts the Interlocal Agreement between itself and Central Platte Natural Resources District and this Board authorizes its Chairperson to sign this agreement on behalf of Buffalo County and to do all necessary to carry out the provisions of such Interlocal agreement.

FURTHER RESOLVED, that the Interlocal Agreement authorized by this Resolution may be filed against the real estate described in Roll 95 Page 8108, Buffalo County Register of Deeds, which said legal description set out in full in the Interlocal Agreement.

FURTHER RESOLVED, that no zoning permit is required for this reconstruction

ATTEST:

_____

William McMullen,
Chairperson, Buffalo County Board
Of Supervisors

received 4-5-21

Road Petition – Relocation, Vacation or Abandonment

TO THE HONORABLE COUNTY BOARD OF BUFFALO COUNTY, NEBRASKA:

We, the under signed, 10 or more voters registered in Buffalo County, Nebraska, Residing within ten miles of a road proposed to be relocated, vacated or abandoned, herby petition your honorable body to ABANDON said road as follows:

(a) Clear and unambiguous description of road proposed to be relocated, vacated, or abandoned:

1) From the South West Corner of Section Twenty Two (22), Township eleven North (11N) Range eighteen West (18W) running thence one/half mile (0.5) straight north to the middle of Section 22 we would like to close and vacate this road. Land owners on both sides of this road would be Mr. William Muller and Mr. Daniel Saathoff.

2) In the middle of the same for mentioned Section 22 and would like to close and vacate from the middle of Section 22 straight north to the Northern Edge of Section 22, ½ mile in length. Landowners on both sides of this road would be Mr. Melvin John and Mr. Daniel Saathoff.

3) From the South East Corner of Section 27, to the north 1980 feet (660 feet short of half mile) (3/4 of that half mile on the East edge of the South East Quarter of Section 27) we would like to close and vacate. Landowners are Mr. Randall John and Mr. Daniel Saathoff.

4) From the South West Corner of Section 21 straight east to the middle of Section 21, ½ mile in length, we would like to close and vacate this road. Landowners are Mr. Randall John and Zero Herefords South Inc.

5) From the South East corner of Section 29 straight west 1 mile to the South West corner of Section 29, we would like to close and vacate this road. Landowners would be Mr. Dennis Reiter, Randall John and Melvin / Beulah John.

(b) Reasons why said road should be relocated, vacated, or abandoned:

There are no roads, not even minimum maintenance roads, through areas listed above, and a limited non used road only to enter the Saathoff pasture in #3 above. No one can pass through them, they are either blocked by trees growing or ditches that make them impassible.

(c) We further request that a time and date be set for public hearing before the county board, and to proceed with this application as provided by law.

NAMES	ADDRESSES
1. Daniel Saathoff	7685 Hwy 40 Miller NE
2. Karen Saathoff	7685 Hwy 40, Miller, NE
3. Randall L John	24377 Hwy 183 Miller NE
4. Penelope L John	24377 Hwy 183 Miller NE
5. Kenny Olsen	24375 Hwy 183 Miller NE
6. [illegible]	24075 Hwy 183 Miller NE
7. Brock Smedra	37300 Hwy 183 Miller NE
8. Sonya Petersen	23185 Hwy 183 Miller NE
9. Linda K Smedra	37300 Hwy 183 Miller Ne.
10. Daniel D Smedra	37300 Hwy 183 Miller Ne
11. [illegible]	925 North Church St, Elm Creek Ne
12. [illegible]	22350 Turkey Cr. Rd, Miller

* Signature of individual that own land on either side of this road to be closed.

STATE OF NEBRASKA - COUNTY OF BUFFALO

I, Daniel Saathoff, Farmer (occupation)

Residing in said County and State, say that I am personally acquainted with the parties whose names appear on the within petition, and that each of them reside within 10 miles of the within proposed road and are voters registered in said County, or they own land on either side of the road and do not reside in this said county.

Address: 7685 Hwy 40 Miller NE

Signed: [signature]

Signed and sworn to before me this 4th day of April, 2021

State of Nebraska – General Notary
KRISTI FISHER
My Commission Expires
April 15, 2022

Kristi Fisher
Notary Public or Other Official

Road Petition – Relocation, Vacation or Abandonment

TO THE HONORABLE COUNTY BOARD OF BUFFALO COUNTY, NEBRASKA:

We, the under signed, 10 or more voters registered in Buffalo County, Nebraska, Residing within ten miles of a road proposed to be relocated, vacated or abandoned, herby petition your honorable body to ABANDON said road as follows:

(a) Clear and unambiguous description of road proposed to be relocated, vacated, or abandoned:

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5) From the South East corner of Section 29 straight west 1 mile to the South West corner of Section 29, we would like to close and vacate this road. Landowners would be Mr. Dennis Reiter, Randall John and Melvin / Beulah John.

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(c) We further request that a time and date be set for public hearing before the county board, and to proceed with this application as provided by law.

NAMES	ADDRESSES
1. Melvin John	23540 Brick Rd
2. William Muller	6435 Hwy 40
3. Rody Saathoff	7685 Hwy 40 miller NE 68858
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

* Signature of individual that own land on either side of this road to be closed.

STATE OF NEBRASKA - COUNTY OF BUFFALO

I, Daniel Saathoff, Farmer (occupation)

Residing in said County and State, say that I am personally acquainted with the parties whose names appear on the within petition, and that each of them reside within 10 miles of the within proposed road and are voters registered in said County, or they own land on either side of the road and do not reside in this said county.

Address: 7685 Hwy 40 Miller NE

Signed and sworn to before me this 4th day of April, 20 21

State of Nebraska – General Notary
KRISTI FISHER
My Commission Expires
April 15, 2022

Kristi Fisher
Notary Public or Other Official

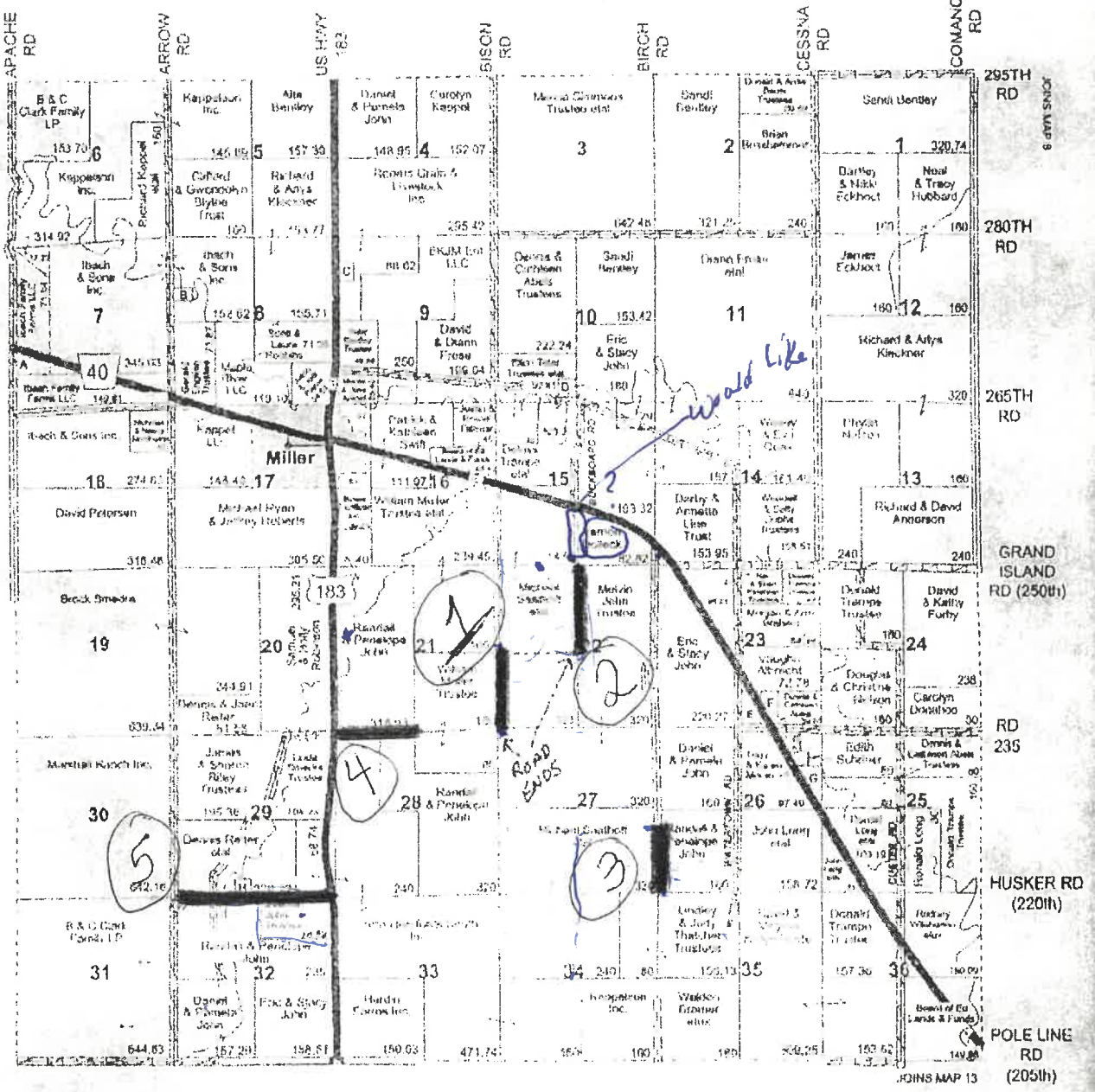
MAP 7

ARMADA TWP
LAND OWNER

T 11 N

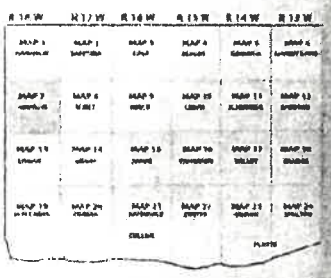
R 18 W
JOINS MAP 1

LAND OWNER & RURAL RESIDENT MAPS



Small Tracts

Section 7 A Michael Kenyon - 16.77
Section 8 B Dirk & Kristen Triplett - 7.07
Section 9 C Armada Cemetery Assoc - 5.75
Section 10 D Carol Wittgesol - 10
Section 23 E Misty Baker - 9.67
F George & Jeanne Day - 19.67
Section 26 G Layne & Amy Schmacker - 15.84
Section 29 H Christopher & Amber Reiter - 10.78



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Resolution
For Emergency Relief Program-Emergency/Permanent Repairs

Buffalo County
Resolution No._____
Project No. ER-10(73)
Control No 42908
DDIR Site L10-03

Whereas: Certain transportation facilities have been designated as being eligible for Federal assistance from the Department of Transportation through the Emergency Relief Program (ER) of the Federal Highway Administration (FHWA); and

Whereas: Major highways and bridges in Nebraska that are part of the Federal-Aid highway system suffered widespread serious damage as a result of flooding beginning on March 12, 2019 (Disaster # NE19) and were in need of emergency or temporary repair, or restoration; and

Whereas: The Nebraska Department of Transportation, as a recipient of the previously described Federal assistance, is charged with oversight of the expenditures of said funds, and

Whereas: The County has completed all repair work on an eligible Federal-Aid route to restore essential traffic.

Whereas: The project has met all contract provisions as required by 23 CFR Part 633A, met the Davis-Bacon wage requirements, and abided by the Disadvantaged Business Enterprises (DBE) requirements, American with Disability Act (ADA) requirements. "Buy America" Provisions , FHWA 1273 and prohibitions against the use of convict labor (23 U.S.C. 114); and

Whereas: The State has completed the required NEPA document, along with resource agency concurrences, and no new right of way (ROW) was needed for completing permanent repairs: and

Whereas: All emergency repairs were completed within 180 days and are eligible for 100% federal reimbursement; and

Whereas: The total emergency repairs reimbursement is **$15,894.09** and no further costs relating to this project will be incurred or submitted to the State.

Be It Resolved: That the Nebraska Department of Transportation is hereby requested to act on behalf of Buffalo County to administer Federal funds

Be It Further Resolved: That the Chairman of the County Board is authorized to sign this Resolution on behalf of said Board

Adopted this _____ day of _____ 2021, at _____

By Board of Commissioners of Buffalo County, Nebraska

_____
Chairman

Attest:

_____
County Clerk

Board Member _____
Moved the adoption of said Resolution
Roll Call: _____ Yes _____ Nay
Resolution adopted, signed and billed as adopted

NEBRASKA
Good Life Great Journey
DEPARTMENT OF TRANSPORTATION

Reimbursement
for 2019 March ER

County:	Buffalo		
Control No.:	42908	Project No.:	ER-10(73)
DDIR Site:	L10-03		
Agreement No.:	N/A	Expire Date:	September 30, 2021
Reimbursement	Final	Invoice Date:	April 6, 2021

ER Repairs	DDIR Estimate	Actual	Reimbursement	Final Reimb
Emergency Repairs (100%)	$33,890.61	$15,894.09	$15,894.09	$15,894.09
Permanent Repairs (80%)	$0.00	$0.00	$0.00	$0.00
				$15,894.09
Total Amount Due				**$15,894.09**

By submitting this form electronically to State, County certifies submitted costs are actual and allowed by contract

Signature (typed or signed name required):	Title:	Date:

County's email contact for invoice-related questions:

NDOT Form ER162lps, November 2019

BUFFALO COUNTY ZONING & FLOODPLAIN
Buffalo County Courthouse
1512 Central Avenue
PO Box 1270
Kearney, NE 68848
Phone: (308) 236-1998
Fax: (308) 236-1870
Email: zoning@buffalocounty.ne.gov

ZONING AGENDA ITEM #1

FROM: Dennise Daniels, Zoning Administrator

MEETING DATE: April 13, 2021

AGENT: Mitch Humphrey, Licensed Land Surveyor, on behalf of Galen Killion and Debra D. Killion

SUBJECT: Application for Administrative Subdivision, "Killion Administrative Subdivision", for property described as a tract of land located in part of the Northeast Quarter of the Northeast Quarter of Section 27, Township 9 North, Range 17 West of the Sixth Principal Meridian, Buffalo County, Nebraska.

Discussion:

According to Subdivision Regulations, Section 3.02 (Administrative Subdivision), when a tract of land 10.00 acres or less is split, the applicant(s) must file an Administrative Subdivision.

The proposed subdivision, "Killion Administrative Subdivision", is arranged with one lot, containing approximately 4.10 acres and is situated west of Eagle Road and southwesterly of 56th Road. Parcel ID is: 520179000. Zoning District: Agriculture – Residential (AGR).

No opposition was received regarding "Killion Administrative Subdivision".

Attachments:

- Administrative Subdivision Application
- Administrative Subdivision Survey
- Administrative Subdivision Legal Description
- Remnant Acres
- Proof of Title
- Locational/Zoning/Floodplain Map
- Aerial Map

Zoning Agenda

Item #1

27-4-17
Odessa

APPLICATION FOR LAND DEVELOPMENT IN ACCORDANCE WITH BUFFALO COUNTY SUBDIVISION REGULATIONS

Buffalo County Zoning Office
1512 Central Ave., PO Box 1270 Kearney, NE 68848
308-233-5640 www.buffalogov.org

Type of Plat Administrative Sub XXX **Preliminary Plat**_____ **Final Plat**_____
Vacation of Plat_____ **Variance**_____

The zoning administrator, who may be accompanied by others, is hereby authorized to enter upon the property during normal working hours for the purpose of becoming familiar with the proposed situation.

Subdivision name: KILLION ADMINISTRATIVE SUBDIVISION Date 03/10/2021

Owner's name: Galen Killion and Debra D. Killion

Owner's home address: 5292 Eagle Road, Kearney, NE 68845

Telephone number(home): _____ (daytime) Mitch Humphrey - 308-237-3785

Developer's name: Galen Killion and Debra D. Killion

Developer's address: 5292 Eagle Road, Kearney, NE 68845

Engineer's name and address: Buffalo Surveying Corp., 5308 Parklane Dr., Ste. 3, PO Box 905, Kearney, NE 68848-0905

List all people who own, have liens and other interest Five Points Bank

Present use of property: Residential House Site

Desired use of property: Rural Residential Present Zoning Agricultural Residential (AGR)

Legal Description of property: See Attached Sheet

Area of property(square feet and/or acres) 4.43 acres, more or less

Number of lots or parcels: One (1)

School District_____ Fire District_____

Please attach exhibits (plat, easements, water courses, surveyor's certificate with legal description, copy of covenants, DEQ permits, etc if applicable)

The above requested information is, to the best of my knowledge, true and accurate.

Signature of Owner: _____ Printed Name Mitchell W. Humphrey, agent Buffalo Surveying Corp.

Or agent: Mitchell W. Humphrey 03/10/2021

Preliminary Plat approval date: _____

Office Use Only	
Permit Number 2021-018	
Filing Fee 370.00	Receipt # 974681
Zoning Classification AGR	
Floodplain Yes or No	3/11/2021 DMD
8/09	Date Initial

Action Taken:
P & Z Recommendation: _____ approved _____ disapproved Date: _____
County Commissioners _____ approved _____ disapproved Date: _____

LEGAL DESCRIPTION

A tract of land being part of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section Twenty-seven (27), Township Nine (9) North, Range Seventeen (17) West of the Sixth Principal Meridian, Buffalo County, Nebraska, more particularly described as follows: Referring to the Northeast Corner of Section 27 and assuming the East line of the Northeast Quarter of the Northeast Quarter of Section 27 as bearing SOUTH and all bearings contained herein are relative thereto; thence SOUTH on the East Line of the Northeast Quarter of the Northeast Quarter of Section 27 a distance of 350.0 feet to THE ACTUAL PLACE OF BEGINNING; thence continuing SOUTH on the East line of the Northeast Quarter of the Northeast Quarter of said Section 27 a distance of 433.11 feet; thence leaving said East line of the Northeast Quarter of the Northeast Quarter of Section 27, WEST a distance of 347.09 feet; thence N 44°27'41" W a distance of 412.07 feet; thence N 75°45'10" E a distance of 394.10 feet; thence N 80°29'02" E a distance of 256.80 feet to the place of beginning. Containing 4.43 acres, more or less, of which 0.33 acres, more or less, are presently being used for road purposes on the East side.

KILLION ADMINISTRATIVE SUBDIVISION

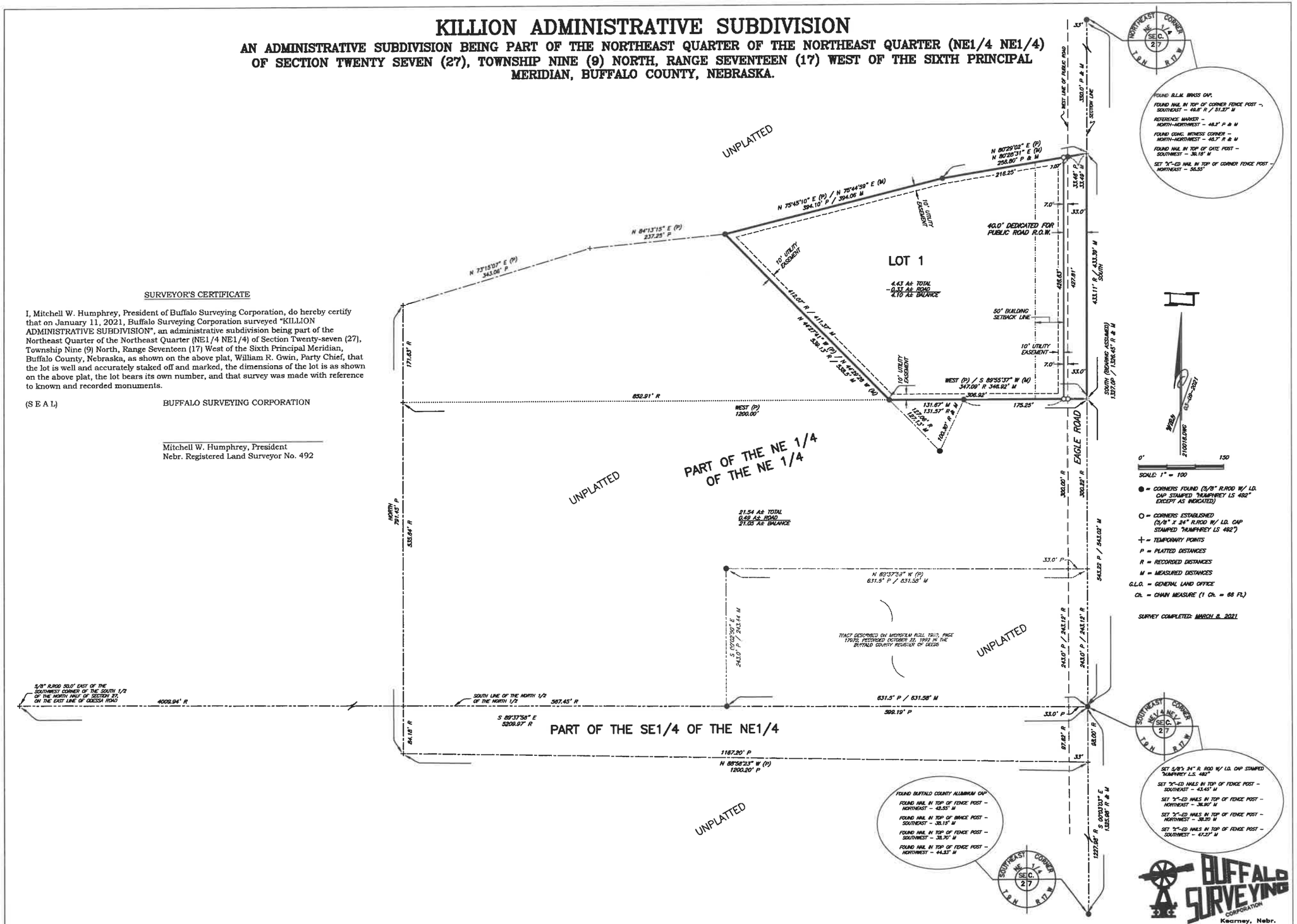
AN ADMINISTRATIVE SUBDIVISION BEING PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4) OF SECTION TWENTY SEVEN (27), TOWNSHIP NINE (9) NORTH, RANGE SEVENTEEN (17) WEST OF THE SIXTH PRINCIPAL MERIDIAN, BUFFALO COUNTY, NEBRASKA.

SURVEYOR'S CERTIFICATE

I, Mitchell W. Humphrey, President of Buffalo Surveying Corporation, do hereby certify that on January 11, 2021, Buffalo Surveying Corporation surveyed "KILLION ADMINISTRATIVE SUBDIVISION", an administrative subdivision being part of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section Twenty-seven (27), Township Nine (9) North, Range Seventeen (17) West of the Sixth Principal Meridian, Buffalo County, Nebraska, as shown on the above plat, William R. Gwin, Party Chief, that the lot is well and accurately staked off and marked, the dimensions of the lot is as shown on the above plat, the lot bears its own number, and that survey was made with reference to known and recorded monuments.

(S E A L) BUFFALO SURVEYING CORPORATION

Mitchell W. Humphrey, President
Nebr. Registered Land Surveyor No. 492



SHEET 1 OF 2 SHEETS

KILLION ADMINISTRATIVE SUBDIVISION

AN ADMINISTRATIVE SUBDIVISION BEING PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4) OF SECTION TWENTY SEVEN (27), TOWNSHIP NINE (9) NORTH, RANGE SEVENTEEN (17) WEST OF THE SIXTH PRINCIPAL MERIDIAN, BUFFALO COUNTY, NEBRASKA.

LEGAL DESCRIPTION

A tract of land being part of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section Twenty-seven (27), Township Nine (9) North, Range Seventeen (17) West of the Sixth Principal Meridian, Buffalo County, Nebraska, more particularly described as follows: Referring to the Northeast Corner of Section 27 and assuming the East line of the Northeast Quarter of the Northeast Quarter of Section 27 as bearing SOUTH and all bearings contained herein are relative thereto; thence SOUTH on the East Line of the Northeast Quarter of the Northeast Quarter of Section 27 a distance of 350.0 feet to THE ACTUAL PLACE OF BEGINNING; thence continuing SOUTH on the East line of the Northeast Quarter of the Northeast Quarter of said Section 27 a distance of 433.11 feet; thence leaving said East line of the Northeast Quarter of the Northeast Quarter of Section 27, WEST a distance of 347.09 feet; thence N 44°27'41" W a distance of 412.07 feet; thence N 75°45'10" E a distance of 394.10 feet; thence N 80°29'02" E a distance of 256.80 feet to the place of beginning. Containing 4.43 acres, more or less, of which 0.33 acres, more or less, are presently being used for road purposes on the East side.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that Galen Killion and Debra D. Killion, husband and wife, owners, and Five Points Bank, Beneficiary under Deed of Trust, with the aforesaid individuals and entity being the sole owners and beneficiary of the land described hereon, have caused the same to be surveyed, subdivided and platted and designated as "KILLION ADMINISTRATIVE SUBDIVISION", an administrative subdivision being part of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section Twenty-seven (27), Township Nine (9) North, Range Seventeen (17) West of the Sixth Principal Meridian, Buffalo County, Nebraska, and said owners and beneficiary hereby ratify and approve the disposition of their property as shown on the above plat, and hereby dedicate to the use and benefit of the public, the street right-of-way and utility easements as shown on said plat, and acknowledge said addition to be made with the free consent and in accord with the desires of said owners, trustee and beneficiaries.

Dated this _____ day of _____, 2021.

_____
Galen Killion,
spouse of Debra D. Killion

_____
Debra D. Killion,
spouse Galen Killion

FIVE POINTS BANK,
as Beneficiary under Deed of Trust

_____
by: (signed name)

_____
(print name)

_____
(print title)

ACKNOWLEDGEMENTS

STATE OF NEBRASKA)
) ss:
COUNTY OF BUFFALO)

The foregoing instrument was acknowledged before me this _____ day of_____ _____, 2021, by Galen Killion, spouse of Debra D. Killion.

(S E A L)

_____
Notary Public

My commission expires _____.

STATE OF NEBRASKA)
) ss:
COUNTY OF BUFFALO)

The foregoing instrument was acknowledged before me this _____ day of_____ _____, 2021, by Debra D. Killion, spouse of Galen Killion.

(S E A L)

_____
Notary Public

My commission expires _____.

STATE OF NEBRASKA)
) ss:
COUNTY OF BUFFALO)

The foregoing instrument was acknowledged before me this _____ day of ____ _____, 2021, by _____, _____ of Five Points Bank as Beneficiary under Deed of Trust.

(S E A L)

_____
Notary Public

My commission expires _____.

RESOLUTION NO._____

BE IT RESOLVED BY THE BUFFALO COUNTY BOARD OF COMMISSIONERS OF BUFFALO COUNTY, NEBRASKA, in regular session with quorum present, that the plat of "KILLION ADMINISTRATIVE SUBDIVISION", an administrative subdivision being part of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section Twenty-seven (27), Township Nine (9) North, Range Seventeen (17) West of the Sixth Principal Meridian, Buffalo County, Nebraska, duly made out, acknowledged and certified is hereby approved, accepted, ratified and authorized to be filed and recorded in the Office of the Register of Deeds, Buffalo County, Nebraska.

Moved by: _____
(Print Name)

Seconded by: _____
(Print Name)

that the foregoing resolution be adopted. Said Motion carried on _____ vote(s).

STATE OF NEBRASKA)
) ss:
COUNTY OF BUFFALO)

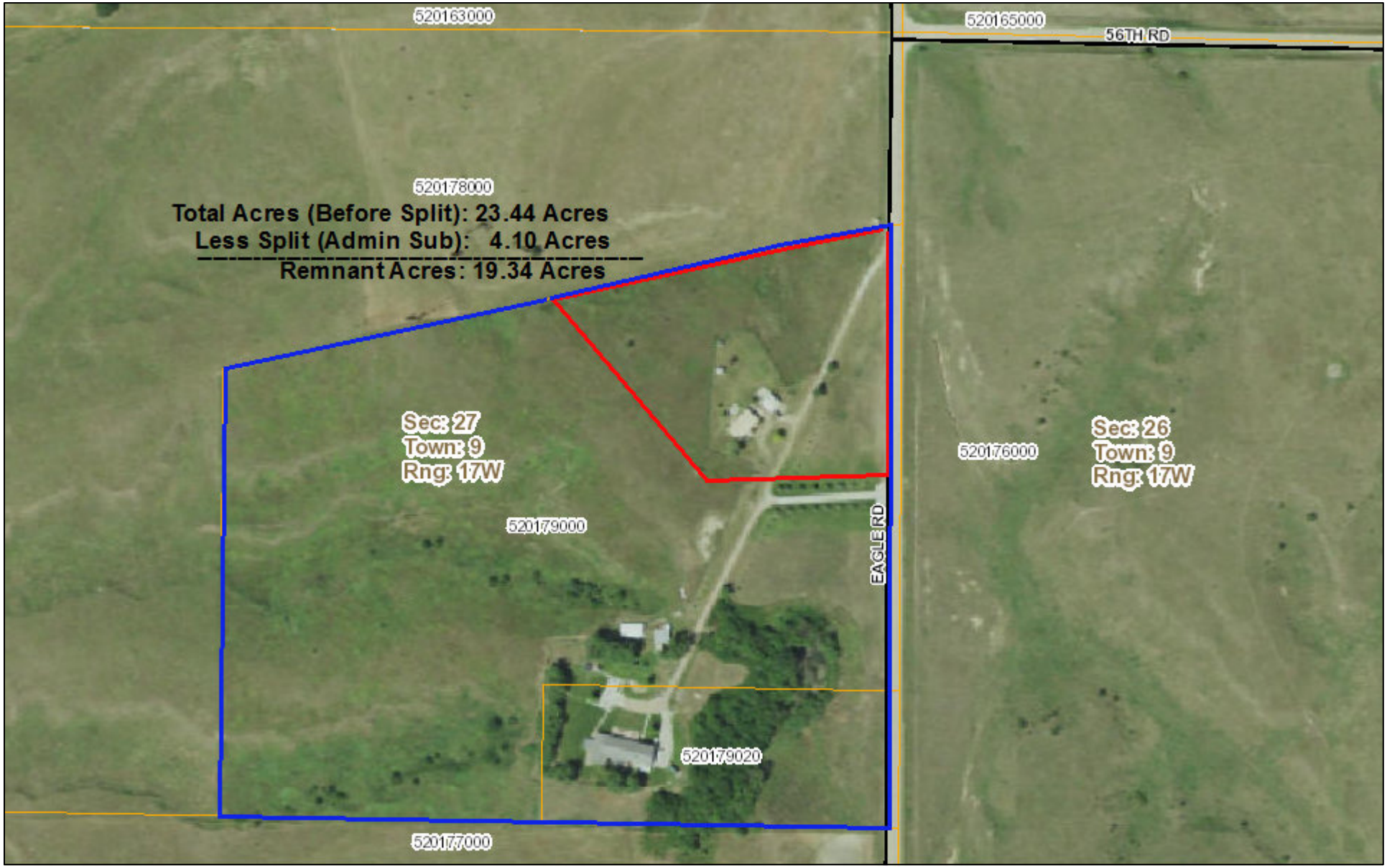
I, Janice I. Giffin, County Clerk in and for Buffalo County, Nebraska, being duly qualified, do hereby certify that the above is a true and correct copy of the resolution as passed by the Buffalo County Board of Commissioners on the _____ day of ____ _____, 2021.

(SEAL)

_____
Janice I. Giffin, County Clerk

BUFFALO SURVEYING CORPORATION
Kearney, Nebr.
68848
P.O. Box 905 (308) 237-3785

Killion Remnant Acres



March 15, 2021
11:29 AM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:3,864

0 0.0325 0.065 0.13 mi

0 0.05 0.1 0.2 km

Labeled Streets

Special Use

Floodplain

1% Annual Chance Flood Hazard

Regulatory Floodway

0.2% Annual Chance Flood Hazard

Area not Included

Parcels

Sections

Buffalo County
gWorks.

NEBRASKA TITLE COMPANY
SERVICE BEYOND EXPECTATION

LIMITED TITLE REPORT

FILE NO: NTK0006756

TO: Buffalo Serveying Corp
Mitchell Humphrey

Nebraska Title Company, authorized to engage in the business of abstracting in the State of Nebraska under Certificate of Authority No. 56, hereby certifies that the records of Buffalo County, Nebraska have been carefully examined with reference to the following described property, and from such examination finds as follows:

LEGAL DESCRIPTION:

A tract of land being part of the Northeast Quarter of the Northeast Quarter of Section Twenty-seven (27), Township Nine (9) North, Range Seventeen (17) West of the 6th P.M., Buffalo County, Nebraska, more particularly described as follows: Referring to the Northeast Corner of Section 27 and assuming the East line of the Northeast Quarter of the Northeast Quarter of Section 27 as bearing SOUTH and all bearings contained herein are relative thereto; thence SOUTH on the East line of the Northeast Quarter of the Northeast Quarter of Section 27 a distance of 350.0 feet to the ACTUAL PLACE OF BEGINNING; thence continuing SOUTH on the East line of the Northeast Quarter of the Northeast Quarter of said Section 27 a distance of 433.11 feet; thence leaving said East line of the Northeast Quarter of the Northeast Quarter of Section 27, WEST a distance of 347.09 feet; thence N 44° 27' 41" W a distance of 412.07 feet; thence N 75° 45' 10" E a distance of 394.10 feet; thence N 80° 29' 02" E a distance of 256.80 feet to the place of beginning

Address: 5292 Eagle Road, Kearney, NE 68845

GRANTEE IN LAST DEED OF RECORD:

Galen Killion

UNRELEASED LIENS OF RECORD:

a. Deed of Trust from Galen Killion and Debra D Killion; Husband and Wife, to Five Points Bank, Trustee and Beneficiary, in the principal amount of $220,481.00 dated February 25, 2016 and recorded March 1, 2016 as Inst. No. 2016-01137. (Includes other land)

JUDGMENTS OR TRANSCRIPTS OF JUDGMENTS:

None of Record

TAXES/ASSESSMENTS:

2019 and all prior years - paid in full
2020 in the amount of $1,301.84 - not paid.
First half becomes delinquent May 1, 2021;
Second half becomes delinquent September 1, 2021.
Parcel ID No.: 520179000 (19.92 acres)
Assessed Value: $81,155.00

a. Special assessments not yet certified to the Office of the County Treasurer. (Note: No special assessments are shown in the Office of the County Treasurer at date hereof.)

EASEMENTS AND RESTRICTIONS OF RECORD:

a. Easement to American Telephone and Telegraph Company of Nebraska, to construct, operate and maintain a communication system, together with ingress and egress, recorded February 5, 1941 in Misc. Book P, Page 147; Assigned to Northwestern Bell Telephone Company in Notice of Assignment of Easements recorded May 9, 1977 on Roll 77, Page 2890; records of Buffalo County, Nebraska.

b. Easement to American Telephone and Telegraph Company of Nebraska, to construct, operate and maintain a communication system, together with rights of ingress and egress, recorded June 12, 1941 in Misc. Book P, Page 393; records of Buffalo County, Nebraska.

c. Reservation unto Bernard H. Harvey, Lyle H. Harvey, Marguerite H. Cimock and Lynette Martens, of an undivided one-eight interest each in the mineral rights, as reserved in Warranty Deed recorded june 7, 1966 in Deed Book 194, Page 194; records of Buffalo County, Nebraska.

d. Ingress-egress contained in Warranty Deed recorded March 5, 2008 as Inst. No. 2008-1386; records of Buffalo County, Nebraska.

Effective Date: March 17, 2021 at 8:00 am

Nebraska Title Company

By Vicki M. Williamson

Registered Abstracter

Please direct inquiries to: Kaitlin Greene

NOTE: THIS IS AN INFORMATIONAL TITLE REPORT

This report is not a guarantee or warranty of title, nor is it an abstract of title, nor is this a commitment to provide, nor does it provide title insurance. Liability hereunder is expressly limited to the sum of $1,000.00.

Public Hearing Notice Request

Request Date: 4/5/2021 **Request Time:** 8:23 am

Requestor: Leroyce Margritz

Request Notification Type: Neighbor Letter

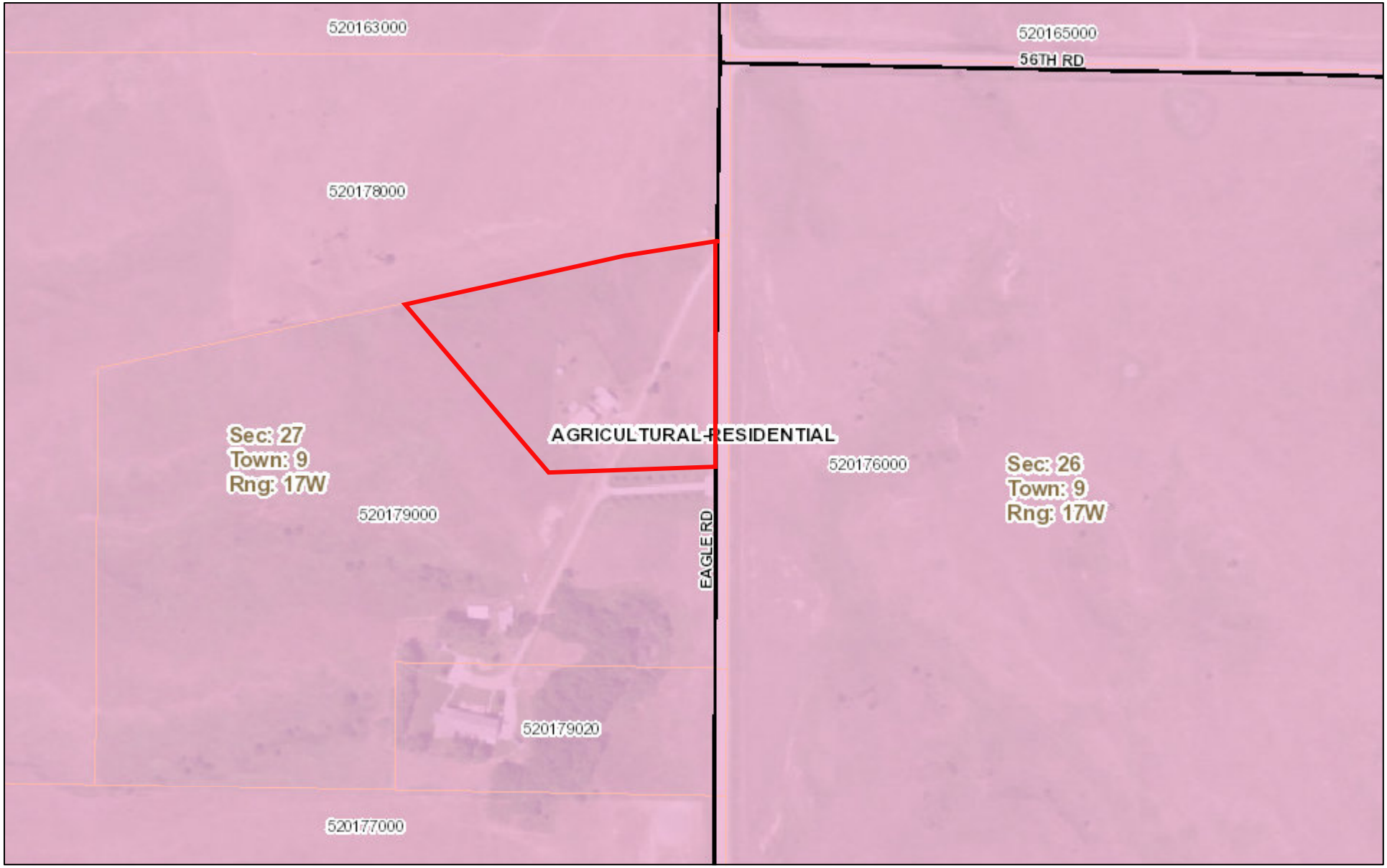
Hearing Entity: Board of Commissioners **Hearing Date:** 4/13/2021

Requested Zoning Item: Killion Administrative Subdivision

Comments:

Mr. Margritz called this morning regarding the proposed Killion Administrative Subdivision. He owns the property to the west and north of the proposed subdivision. He didn't voice specific concerns, but asked several questions regarding Mr. Killion's intent after the subdivision of this property. I told Mr. Margritz that I was unaware of Mr. Killion's intent beyond what is shown in the proposed subdivision. Mr. Margritz, then requested a copy of the proposed subdivision, which I provided.

Killion Locational/Zoning/Floodplain



March 15, 2021
11:20 AM

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1:4,157

0 0.035 0.07 0.14 mi

0 0.05 0.1 0.2 km

- Labeled Streets
- Special Use

Floodplain

- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- 0.2% Annual Chance Flood Hazard
- Area not Included

County Zoning

- AGRICULTURAL
- AGRICULTURAL-RESIDENTIAL
- COMMERCIAL
- INDUSTRIAL
- Parcels
- Sections

Buffalo County
gWorks.

Killion Aerial/Floodplain

March 15, 2021
11:21 AM

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1:4,157

0 0.035 0.07 0.14 mi

0 0.05 0.1 0.2 km

Labeled Streets

Special Use

Floodplain

1% Annual Chance Flood Hazard

Regulatory Floodway

0.2% Annual Chance Flood Hazard

Area not Included

Parcels

Sections

Buffalo County
gWorks.