

**BUFFALO COUNTY BOARD OF COMMISSIONERS
BUFFALO COUNTY BOARD OF EQUALIZATION
TUESDAY, MARCH 24, 2020**

The Buffalo County Board of Commissioners and the Buffalo County Board of Equalization met on Tuesday, March 24, 2020 at 9:00 A.M. and 9:45 A.M. via Zoom meeting. Chairman McMullen called the meeting to order. The following Board members responded to roll call: Timothy Higgins, Ivan Klein, Myron Kouba, Ronald Loeffelholz, Sherry Morrow, Dennis Reiter and William McMullen. A copy of the acknowledgment and receipt of notice and agenda by the Board of Commissioners is attached to these minutes. Chairman McMullen announced that pursuant to "Executive Order No. 20-03 Public Meeting Requirement Limited Waiver", the County Board will be conducting their meetings via Zoom and the link to this meeting is posted on the Buffalo County Website. County Clerk Janice Giffin took all proceedings hereinafter shown. Deputy County Attorney Kari Fisk was present.

REGULAR AGENDA

Moved by Higgins and seconded by Loeffelholz to approve the March 10, 2020 Board meeting minutes. Upon roll call vote, the following Board members voted "Aye": Higgins, Loeffelholz, Klein, Kouba, Morrow, Reiter and McMullen. Motion declared carried.

Moved by Kouba and seconded by Klein to approve the March 13 and March 18, 2020 Board meeting minutes. Upon roll call vote, the following Board members voted "Aye": Kouba, Klein, Higgins, Loeffelholz, Morrow, Reiter and McMullen. Motion declared carried.

Moved by Morrow and seconded by Reiter to ratify the following March 13, 2020 payroll claims processed by the County Clerk. Upon roll call vote, the following Board members voted "Aye": Morrow, Reiter, Higgins, Klein, Kouba, Loeffelholz and McMullen. Motion declared carried.

GENERAL FUND			
NET PAYROLL			259,651.07
AMERICAN FAMILY LIFE	I	PREMIUMS	1,076.52
RETIREMENT PLANS AMERITAS	R	EMPE RET	43,736.25
BUFFALO CO TREAS/WELLNESS	I	PREMIUMS	50.00
BUFFALO CO TREASURER	I	PREMIUMS	104,307.50
FIRST CONCORD	E	FLEX FUNDS	4,283.65
FIRST NATIONAL BANK	T	FEDERAL TAX	88,521.64
KEARNEY UNITED WAY	E	DONATIONS	102.67
MADISON NATIONAL	I	PREMIUMS	1,289.08
MADISON NATIONAL	I	LT DISABILITY	637.07
MASSMUTUAL FINANCIAL	E	DEFERRED COMP	1,175.00
NATIONWIDE RETIREMENT	R	DEFERRED COMP	355.00
NE CHILD SUPPORT	E	CHILD SUPPORT	450.00
PRINCIPAL	E	DENTAL	3,045.68
STATE OF NE	T	STATE TAX	14,298.27
VISION SERVICE PLAN	E	EMPE VSP EYE	757.19
ROAD FUND			
NET PAYROLL			53,458.33
AMERICAN FAMILY LIFE	I	PREMIUMS	1,023.05
RETIREMENT PLANS AMERITAS	R	EMPE RET	8,612.43
BUFFALO CO TREASURER	I	PREMIUMS	2,769.50
FIRST CONCORD	E	FLEX FUNDS	784.71
FIRST NATIONAL BANK	T	FEDERAL TAX	16,109.18
MADISON NATIONAL	I	PREMIUMS	139.00
MADISON NATIONAL	I	LT DISABILITY	120.37
NATIONWIDE RETIREMENT	R	DEFERRED COMP	272.50
NE CHILD SUPPORT	E	CHILD SUPPORT	299.30
PRINCIPAL	E	DENTAL	993.44
STATE OF NE	T	STATE TAX	2,357.06
VISION SERVICE PLAN	E	EMPE VSP EYE	211.18
WEED DISTRICT			
NET PAYROLL			4,719.09
RETIREMENT PLANS AMERITAS	R	EMPE RET	744.03
BUFFALO CO TREASURER	I	PREMIUMS	248.00
FIRST CONCORD	E	FLEX FUNDS	30.00
FIRST NATIONAL BANK	T	FEDERAL TAX	1,516.06
MADISON NATIONAL	I	LT DISABILITY	3.72
PRINCIPAL	E	DENTAL	45.72
STATE OF NE	T	STATE TAX	234.57

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

FROM	0100	GENERAL FUND	TO	5400	WEED FUND	\$ 25,000.00
FROM	0100	GENERAL FUND	TO	0200	ROAD FUND	\$250,000.00

Moved by Klein and seconded by Morrow to approve the claim submitted by the Election Commissioner to Copycat Printing Center in the amount of \$3,706.86 for absentee requests in Buffalo County due to the COVID-19. Upon roll call vote, the following Board members voted "Aye": Klein, Morrow, Higgins, Kouba, Loeffelholz, Reiter and McMullen. Motion declared carried.

Moved by Klein and seconded by Reiter to accept the February 2020 Community Action Partnership of Mid-Nebraska RYDE Report. Upon roll call vote, the following Board members voted "Aye": Klein, Reiter, Higgins, Kouba, Loeffelholz, Morrow and McMullen. Motion declared carried.

Moved by Klein and seconded by Kouba to approve the following Resolution 2020-12 to instruct County Treasurer Jean Sidwell to issue Tax Sale Certificates in the name of the County. Upon roll call vote, the following Board members voted "Aye": Klein, Kouba, Higgins, Loeffelholz, Morrow, Reiter and McMullen. Motion declared carried.

RESOLUTION 2020-12

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 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 and to maintain such Certificates in her custody, and to purchase all subsequent taxes thereon as the same may become delinquent.

Moved by Morrow and seconded by Loeffelholz to approve the following tax refund request submitted by County Treasurer Jean Sidwell for Scott and Jody Jones in the amount of \$117.48 for parcel number 420057000. Upon roll call vote, the following Board members voted "Aye": Morrow, Loeffelholz, Higgins, Klein, Kouba, Reiter and McMullen. Motion declared carried.

County Attorney Shawn Eatherton arrived at 9:08 A.M.

The Agenda item regarding the Buffalo County policies and the COVID-19 was briefly discussed. No additional actions were taken at this time.

Chairman McMullen reviewed the following correspondence. Pamela J Bourne sent legal information concerning COVID 19 and employees of Buffalo County. The Board received a response from WJE Consulting for the FY 2019 indirect cost plan. Chairman McMullen called on each Board member present for committee reports and recommendations.

REGULAR AGENDA

Moved by Klein and seconded by Higgins to accept the price of Husker Auto Group through State Pricing for a 2020 Chevrolet Silverado MD 4WD Regular Cab Work Truck with a 4-yard Dump body for total price of \$59,377.00. Upon roll call vote, the following Board members voted "Aye": Klein, Higgins, Kouba, Loeffelholz, Morrow, Reiter and McMullen. Motion declared carried.

Bob Charlesworth from Charlesworth Consulting LLC joined the Zoom meeting and presented an overview of the Group Health Benefit Plan renewal. Moved by Klein and seconded by Loeffelholz to cancel the health screenings this year for Buffalo County employees as part of the insurance renewal rates. (Health screenings may be offered to employees at a later time for their personal benefit.) Upon roll call vote, the following Board members voted "Aye": Klein, Loeffelholz, Higgins, Kouba, Morrow, Reiter and McMullen. Motion declared carried.

Moved by Kouba and seconded by Klein to set the date of April 28, 2020 at 10:00 A.M. for the Employee Assistance Program (EAP) Request for Proposal (RFP). Upon roll call vote, the following Board members voted "Aye": Kouba, Klein, Higgins, Loeffelholz, Morrow, Reiter and McMullen. Motion declared carried.

BOARD OF EQUALIZATION

Chairman McMullen announced that the Board of Equalization meeting scheduled to convene at 9:45 A.M. was postponed.

REGULAR AGENDA

Moved by Higgins and seconded by Klein to approve the following March 2020 vendor claims submitted by the County Clerk. Upon roll call vote, the following Board members voted "Aye": Higgins, Klein, Kouba, Loeffelholz, Morrow, Reiter and McMullen. Motion declared carried.

GENERAL FUND			
ACCURATE CONTROLS	S	SERVICE	31,336.56
ACS	E	CONSTRUCTION	46,707.25

ADVANCED CORRECTIONAL HEALTHCARE	MC	MEDICAL	6,280.26
ALL CITY GARAGE	S	REPAIRS	675.00
ALL MAKES	SU	PARTS	850.99
MANDI J AMY	RE	REIMBURSE	45.00
APCO INTERNATIONAL	E	DUES	188.00
APPLE MARKET	SU	SUPPLIES	143.86
ATS	S	REPAIR	445.31
JAMIE BABUTZKE	E	WITNESS FEE	20.00
MICHAEL W BALDWIN	S	LEGAL	2,275.25
BAMFORD INC	S	REPAIR	5,366.36
JIM BAMFORD	RT	RENT	290.00
BECKENHAUER CONSTRUCTION	E	CONSTRUCTION	8,886.05
JACK W BESSE	S	LEGAL	1,450.19
FRANCIS BIEHL	RE	REIMBURSE	8.05
BRAD W BIGELOW	S	LEGAL	375.00
BISHOP LAW	S	LEGAL	4,584.00
BOYS TOWN	E	JUVENILE SVCS	1,259.37
BRAD RODGERS MD	MC	MEDICAL	212.54
SCOTT BRADY	RE	REIMBURSE	20.70
JONATHAN R BRANDT	S	LEGAL	5,078.75
CHARLES BREWSTER	S	LEGAL	5,362.50
D. BRANDON BRINEGAR	RE	REIMBURSE	13.66
BRUNER FRANK SCHUMACHER	S	LEGAL	15,808.95
BUFFALO CO BOARD OF COMMISSIONERS	RE	REIMBURSE	250.00
BUFFALO CO ATTORNEY	E	DUBBING FEE	1,055.00
BUFFALO CO ATTORNEY'S OFFICE	E	EXPENSE	358.00
BUFFALO CO BAR ASSOCIATION	E	DUES	540.00
BUFFALO CO COMMUNITY PARTNERS	E	MEMBERSHIP	250.00
BUFFALO CO COURT	E	EXPENSES	4,432.24
BUFFALO CO PUBLIC DEFENDER	RE	REIMBURSE	318.50
BUFFALO CO SHERIFF	E	EXPENSES	3,831.63
BUILDERS WAREHOUSE	SU	SUPPLIES	119.32
DORIS BURBY	E	DEPOSITIONS	100.00
MICHAEL D CARPER	S	LEGAL	1,050.00
RYAN C CARSON	RE	REIMBURSE	45.00
CENTRAL MEDIATION CENTER	RE	REIMBURSE	1,660.00
CENTRAL NE CREMATION	E	AUTOPSY	1,350.00
CENTURYLINK	U	PHONE SVC	650.00
CHARLESWORTH CONSULTING	S	SERVICE	909.00
CHARM-TEX	SU	SUPPLIES	203.40
CHARTER COMMUNICATIONS	S	SERVICE	465.54
CHARTER COMMUNICATIONS	U	INTERNET SVC	124.98
CHI HEALTH GOOD SAMARITAN	MC	MEDICAL	6,281.75
JENNIFER CHURCH	RE	REIMBURSE	83.07
CITY OF GIBBON	RE	REIMBURSE	131.00
CITY OF HASTINGS	E	DUES	1,000.00
CITY OF KEARNEY	U	UTILITIES	5,056.25
CITY OF KEARNEY	AP	BUDGET	112,885.83
CITY OF KEARNEY	AP	EXPENSES	47,848.66
CLERK OF DISTRICT COURT	E	COURT COST	2,214.00
CLERK OF DISTRICT COURT	E	EXPENSE	238.31
CLEVENGER PROPANE	U	UTILITIES	330.00
COMFY BOWL	RT	EQ RENT	100.00
KIFFANY CONNER	E	WITNESS	20.00
CONSOLIDATED MANAGEMENT	S	FOOD SVCS	24,939.57
CONSTRUCTION RENTAL	S	REPAIR	17.50
CONTEMPORARY OBSTETRICS	MC	MEDICAL	115.52
COPYCAT PRINTING	SU	SUPPLIES	163.62
CAROLINE COTE	RE	REIMBURSE	126.56
COUNTRY PARTNERS COOP	E	PROPANE	525.10
CULLIGAN	S	SERVICE	14,251.00
DAN'S SANITATION	E	LANDFILL	15.00
DENISE DANIELS	RE	REIMBURSE	45.00
DANKO EMERGENCY EQUIPMENT	EQ	EQUIPMENT	146.14
DAS ST ACCOUNTING	S	SERVICE	83.20
DAS STATE ACCTNG-CENTRAL	E	NETWORK SVC	1,280.00

DASH MEDICAL	SU	SUPPLIES	1,142.76
LYDIA DAVIS	RE	REIMBURSE	31.93
DAWSON CO ATTORNEY	RE	REIMBURSE	40.25
DAWSON CO SHERIFF'S OFFICE	E	SVC FEE	18.61
DAWSON PUBLIC POWER	U	UTILITIES	4,076.30
DAMON DEEDS	RE	REIMBURSE	45.00
THEODORE J DELAET, PH.D	S	LEGAL	1,036.68
DEWALD DEEVER L'HEUREUX LAW	S	LEGAL	3,178.80
DHM ELECTRICAL	S	REPAIR	2,000.00
DOUGLAS CO SHERIFF	S	LEGAL	14.26
BRANDON J. DUGAN	RE	REIMBURSE	20.57
EAKES	SU	SUPPLIES	12,053.40
SHAWN EATHERTON	RE	REIMBURSE	575.21
EDUCATIONAL SERVICE UNIT NO 10	AP	TECH SUPPORT	19,226.67
EGAN SUPPLY	SU	SUPPLIES	1,007.23
ELECTRONIC SYSTEMS	E	INSPECTION	65.00
KERRY ELSEN	SU	SUPPLIES	92.31
ESCHAT	E	SUBSCRIPTION	73.12
PAUL FARRELL	RE	REIMBURSE	45.00
FASTENAL CO	SU	PARTS	47.73
KARI FISK	RE	REIMBURSE	45.00
FRANSSEN PROPERTIES	RT	RENT	218.00
SARA FREAD	E	WITNESS	20.00
FRONTIER	U	911 SVC	10,338.43
FYE LAW	S	LEGAL	6,893.33
GALLS, LLC	EQ	EQUIPMENT	794.87
CYNTHIA GEMBALA HUGG	E	TRANSCRIPTION	756.00
GLOBAL TEL LINK	EQ	EQUIP	576.00
GOVCONNECTION	EQ	EQUIPMENT	604.55
GOVERNMENT FORMS	SU	SUPPLIES	305.06
GREAT PLAINS DENTAL	MC	MEDICAL	182.58
GREAT PLAINS RADIOLOGY	MC	MEDICAL	19.10
SEAN GRUBE	RT	RENT	210.00
AUDREY HAKE	E	WITNESS	69.45
HALL CO DISTRICT COURT	E	EXPENSE	16.25
HALL CO SHERIFF'S OFFICE	E	SERVICE FEE	78.55
DENNIS HARRIS	E	WITNESS	20.00
JILL HERTEL	E	WITNESS	36.10
ANDREW W HOFFMEISTER	RE	REIMBURSE	45.00
VALERIA HOLGUIN	E	WITNESS	69.45
HOLMES PLUMBING	S	REPAIRS	270.92
HORNER, LIESKE, MCBRIDE & KUHL	E	TRANSPORT	650.00
MEGHAN HORTON	E	WITNESS	20.00
LISA R HUERTA	RE	REIMBURSE	45.00
INNOVATIVE MAINTENANCE	E	SOFTWARE	504.00
INTEGRATED CONTROLS	S	REPAIRS	420.00
INTEGRATED SECURITY	E	MAINTENANCE	1,000.00
INTELLICOM COMPUTER	U	INTERNET SVCS	434.00
INTERSTATE ALL BATTERY	SU	BATTERY	108.00
JACK'S UNIFORMS	EQ	EQUIPMENT	3,772.89
JIM JACOBS	RE	REIMBURSE	21.51
JACOBSEN ORR LAW	S	LEGAL	7,575.38
JUSTICE BENEFITS	E	SERVICE	1,602.48
JUSTICE WORKS	E	SUBSCRIPTION	218.00
KEARNEY CO SHERIFF'S OFFICE	E	SERVICES	128.24
KEARNEY HUB	A	ADVERTISEMENT	1,807.72
KEARNEY HUB	E	SUBSCRIPTION	3,352.75
KEARNEY RENTAL	RT	RENT	210.00
KEARNEY TOWING	S	TOWING	141.50
WILLIE KEEP	RE	REIMBURSE	39.10
NICK KILLOUGH	RE	REIMBURSE	45.00
KIMBALL CO DISTRICT COURT	E	EXPENSES	17.25
SHANNON KLINGELHOEFER	E	WITNESS	20.00
SHANNON KLINGELHOEFER	E	WITNESS	39.55
JEFFREY C KNAPP	S	LEGAL	1,767.91
JEAN KNEESE	R	RETIREMENT	19.00

KONICA MINOLTA BUSINESS SOLUTIONS	AP	MAINTENANCE	2,952.46
KONICA MINOLTA PREMIER FINANCE	AP	COPIER LEASE	3,147.72
DOUG KRAMER	RE	REIMURSE	45.00
KUCERA PAINTING	S	REPAIR	750.00
LANCASTER CO SHERIFF	E	SVC FEE	6.00
LAWSON PRODUCTS	SU	SUPPLIES	229.73
DR MICHAEL LAWSON	S	LEGAL	375.00
PATRICK LEE	RE	REIMBURSE	45.00
LEXISNEXIS RISK	E	EXPENSE	25.00
LIESKE, LIESKE & ENSZ	S	LEGAL	1,967.81
PAUL LONDER	RT	RENT	210.00
JESLYN LOVE	E	WITNESS	20.00
STEPHEN G LOWE	S	LEGAL	2,025.00
LUTHER YELLOW ROBE	S	LEGAL	3,000.00
LYON FAMILY DENTISTRY	MC	MEDICAL	825.00
MALLORY SAFETY & SUPPLY	SU	UNIFORMS	204.95
JOHN MARSH	RE	REIMBURSE	45.00
LYNN MARTIN	RE	REIMBURSE	45.00
MASTERS TRUE VALUE	SU	SUPPLIES	116.45
SHARON MAULER	RE	REIMBURSE	45.00
JENNIFER R MCCARTER REPORTING	E	TRANSCRIPTION	220.50
REBECCA M. MCCRACKEN	E	TRANSCRIPTION	101.50
ANGELA MCILNAY	RE	REIMBURSE	29.33
MICHAEL MEFFERD	RE	REIMBURSE	45.00
JOHN C MEIDLINGER, PH.D	E	SERVICES	200.00
MENARDS	SU	SUPPLIES	3,372.75
MICROFILM IMAGING	EQ	EQUIPMENT	682.00
MIDDLETON ELECTRIC	S	REPAIRS	10,715.00
MIDWEST CONNECT	S	SERVICE	6,117.30
MIDWEST DOOR	S	REPAIR	2,032.00
MIDWEST ENCOURAGEMENT	S	LEGAL SVCS	905.00
MIDWEST SERVICE	SU	SUPPLIES	76.27
MILLER & ASSOCIATES	E	SERVICE	457.50
MIPS	AP	SERVICE	4,784.88
MIRROR IMAGE CAR	E	MAINTENANCE	56.00
TIM MONINGER	RE	REIMBURSE	22.89
NACEB	E	EXPENSE	100.00
NE CENTRAL TELEPHONE	U	PHONE SVC	331.88
NE COUNCIL OF SCHOOL ADMIN	E	TRAINING	400.00
NE GLASS CO	S	REPAIR	59.90
NE HEALTH & HUMAN SVCS	E	PATIENT SVC	522.00
NE INSTITUTE OF FORENSIC	E	PATHOLOGY	2,833.00
NE PUBLIC POWER DIST	U	UTILITIES	2,395.67
NE PUBLIC POWER DIST	U	UTILITIES	12,521.78
NEBRASKA.GOV	E	COPIES	46.00
NEBRASKALINK HOLDINGS	U	INTERNET SVCS	615.00
NEW WEST	MC	MEDICAL	65.56
KRISTI NEWMAN	RE	REIMBURSE	53.64
ROBERT NORDHUES	RT	RENT	290.00
NORTHEAST NE JUVENILE SVC	E	JUVENILE SVC	918.75
NORTHWESTERN ENERGY	U	UTILITIES	5,846.47
NOVUS WINDSHIELD	S	REPAIR	40.00
O'BRIEN STRAATMANN REDINGER	E	CREMATION	1,000.00
PARKER GROSSART BAHENSKY BEUCKE	S	LEGAL	266.25
NATE PEARSON	RE	REIMBURSE	45.00
PELL REPORTING	E	TRANSCRIPTION	1,393.76
PIE MANAGEMENT	RT	RENT	210.00
PLAINS INVESTMENT	RT	RENT	330.00
PRO-TINT	S	REPAIR	5,790.00
PROFESSIONAL DEVELOPMENT	E	EXPENSE	2,190.00
PSYCHOLOGICAL RESOURCES	MC	MEDICAL	540.00
PUBLIC AGENCY TRAINING	E	TRAINING	325.00
ROLAND WHITNEY	RT	EQ RENT	75.00
R C BOOTH ENTERPRISES	SU	SUPPLIES	1,400.00
R.R.BRINK LOCKING SYSTEMS	S	REPAIRS	1,350.00
RAHMA SAID	S	SERVICES	232.70

RAKA	S	REPAIR	2,322.29
KANE M RAMSEY	RE	REIMBURSE	45.00
RAPID PROCESS	S	SERVICE	35.00
NOAH RASMUSSEN	E	WITNESS	20.00
RAVENNA SANITATION	S	SERVICE	507.00
RAYNOR GARAGE DOORS	S	REPAIR	13,108.00
READY MIXED CONCRETE	E	CONCRETE	218.38
RED WILLOW CO SHERIFF	S	SERVICE	15.63
REDFIELD DIRECT	SU	SUPPLIES	354.59
REDMAN'S SHOES	SU	SUPPLIES	165.00
REDWOOD TOXICOLOGY LAB	S	SERVICES	239.96
ILENE RICHARDSON	R	RETIREMENT	14.00
SANDI RODEMAN	E	WITNESS	71.75
CLIVE RUSSELL	E	WITNESS	20.00
RYAN SAALFELD	RE	REIMBURSE	45.00
SHANE SCHMIDT CONSTRUCTION	S	CONST REPAIR	6,092.00
KARRIE SCHOENFELD	E	WITNESS	40.00
KIRK SCOTT	RE	REIMBURSE	45.00
SECURITY TRANSPORT	E	TRANSPORT	1,714.50
DAVID SESNA	RE	REIMBURSE	25.00
SHERMAN CO SHERIFF	S	SERVICE	6.00
SHREDDING SOLUTIONS	E	SHREDDING	45.00
SID DILLON WAHOO INC	E	VEHICLE	36,538.00
JEAN SIDWELL	RE	REIMBURSE	50.00
TRENTON SNOW, LLC	RT	EQ RENT	1,000.00
SOLID WASTE AGENCY	E	LANDFILL	22.40
WENDY SPENCER	RE	REIMBURSE	15.96
STAMM ROMERO & ASSOC	S	LEGAL	12,269.00
THOMAS S STEWART	S	LEGAL	3,665.82
PAULA STONER	E	WITNESS	20.00
MICHAEL J SYNEK	S	LEGAL	1,916.20
AARON TAVENNER	E	WITNESS	20.00
BOBBI TAVENNER	E	WITNESS	20.00
THAYER CO SHERIFF	E	SVC FEE	27.28
BIG RACK SHACK	SU	SUPPLIES	528.00
FRIENDS PROGRAM	E	JUVENILE SVCS	1,027.64
LOCKMOBILE	S	REPAIR	9.80
JAE THEIS THERAPY	E	WITNESS	420.00
THOMSON REUTERS - WEST	E	SUBSCRIPTION	422.58
THOMSON REUTERS - WEST	E	SUBSCRIPTION	2,955.99
THOMSON REUTERS-WEST	E	SUBSCRIPTION	2,390.10
THOMSON REUTERS - WEST	E	SUBSCRIPTION	516.71
THURSTON HEATING	S	SERVICE	221.80
TITAN ENERGY SYSTEMS	E	MAINTENANCE	1,456.90
TRANSIT WORKS	E	SOFTWARE MAIN	195.00
REBECCA TVRDIK ANDERSON	S	LEGAL	1,650.00
TYE & ROWLING	S	LEGAL	3,960.75
U S POSTMASTER	SU	SUPPLIES	623.70
U S POSTMASTER	E	POSTAGE	532.00
U.S. BANK	E	EXPENSE	14,980.48
UNIV OF NE EXTENSION	E	INTERNET	1,200.00
USA COMMUNICATION	E	INTERNET SVCS	723.90
MARC VACEK	RE	REIMBURSE	67.85
VERIZON CONNECT	U	GPS SVCS	37.90
VERIZON WIRELESS	U	CELL SVC	1,080.27
VERIZON WIRELESS	U	CELL SVC	1,647.59
RANDALL VEST	RE	REIMBURSE	66.70
VILLAGE AT KEARNEY	RT	RENT	290.00
VILLAGE OF ELM CREEK	E	INTERNET SVCS	52.49
VILLAGE OF MILLER	U	UTILITIES	39.00
VILLAGE UNIFORM	E	CLEANING	90.45
VOIGT LAW OFFICE	S	LEGAL	900.00
CAROL VON MINDEN	E	WITNESS	20.00
WALDINGER CORP	E	MAINTENANCE	1,900.00
WALGREENS	MC	MEDICAL	30.39
WELLS FARGO	E	EXPENSE	103.39

WELLS FARGO	E	EXPENSE	449.19
WELLS FARGO	SU	SUPPLIES	599.58
WELLS FARGO	E	EXPENSE	35.00
WILLIAMS CLEANERS	E	CLEANING	83.45
MELISSA L WILLIS	RE	REIMBURSE	45.00
LOYE WOLFE	RE	REIMBURSE	74.75
BRENNA WOODSIDE	E	WITNESS	20.00
JASON WOZNAK	RE	REIMBURSE	45.00
WPCI	S	SERVICE	190.00
SANDRALEE YAGER	E	WITNESS	69.45
YANDA'S MUSIC	S	REPAIR	4,633.00
MELANIE R YOUNG	RE	REIMBURSE	45.00
KEN YOUNT	RE	REIMBURSE	35.54
ERIC ZIKMUND	RE	REIMBURSE	45.00
ROAD FUND			
ALL MAKES	SU	PARTS	41.68
AUSSIE HYDRAULICS	S	REPAIR	211.04
ARNOLD MOTOR	SU	PARTS	5,123.03
BROADFOOT SAND	G	GRAVEL	21,278.40
BUILDERS	SU	TOOLS	79.00
CARQUEST	SU	PARTS	1,064.57
CHEMSEARCH	SU	SUPPLIES	490.00
CFP-C-T	F	FUEL	50.50
CLIPPER PUBLISHING	A	ADVERTISING	38.00
COMFY BOWL	RT	EQ RENT	85.00
CONSTRUCTION RENTAL	S	REPAIR	1,102.80
CUMMINS SALES	S	REPAIR	5,047.06
EAKES	SU	SUPPLIES	49.32
ED BROADFOOT & SONS SAND	G	GRAVEL	56,834.61
FARMERS CO-OP	F	FUEL	122.00
FASTENAL CO	SU	SUPPLES	27.65
GARRETT TIRES	S	REPAIR	84.78
INLAND TRUCK PARTS	S	REPAIR	1,183.80
KEARNEY HUB	A	PUBLISHING	129.70
KELLY SUPPLY	SU	SUPPLIES	138.27
KENESAW MOTOR	S	REPAIR	1,048.12
KIMBALL MIDWEST	SU	SUPPLIES	44.24
LAWSON PRODUCTS	SU	SUPPLIES	1,098.50
LCL TRUCK EQUIPMENT	EQ	EQUIP	35,072.00
MASTERS TRUE VALUE	SU	SUPPLIES	25.67
MATHESON TRI-GAS	SU	SUPPLIES	233.31
MENARDS	SU	SUPPLIES	25.51
MID NE AGGREGATE	G	GRAVEL	48,148.21
MID STATE ENGINEERING	S	SERVICE	400.00
MIDWEST SERVICE	SU	PARTS	2,537.50
NE TRUCK CENTER	S	REPAIR	880.25
NEWMAN TRAFFIC SIGNS	SU	SIGNS	185.12
NMC, INC.	S	REPAIR	4,393.62
OAK CREEK ENGINEERING	E	ENGINEER	18,305.00
PLATTE VALLEY AUTO	S	REPAIR	25.82
POWERPLAN-MURPHY TRACTOR	S	REPAIR	2,474.66
PRODUCT RECOVERY & RECYCLING	SU	OIL	1,200.00
RAVENNA NEWS	A	ADVERTISING	26.55
ROADRUNNER TIRE	S	REPAIR	420.00
ROCKMOUNT RESEARCH	S	REPAIR	477.76
SAFELITE FULFILLMENT	S	REPAIR	1,850.00
SAFETY KLEEN	SU	SUPPLIES	958.04
SMITH CO SIDE DUMP TRAILERS	S	REPAIR	24.11
T & F SAND	G	GRAVEL	14,503.92
TRUCK CENTER	S	REPAIR	161.68
TURNER BODY SHOP	S	REPAIR	500.00
U.S. BANK	E	EXPENSE	915.22
WPCI	S	SERVICE	113.25
VISITOR'S PROMOTION FUND			
KEARNEY VISITOR'S BUREAU	E	EXPENSE	36,706.00
VISITOR'S IMPROVEMENT FUND			

KEARNEY VISITOR'S BUREAU	E	EXPENSE	36,707.00
DEEDS PRESERVATION & MODERNIZATION			
MIPS	AP	SERVICE	249.00
HEALTH INSURANCE FUND			
BCBS HEALTH CLAIM EXPENSE	MC	MEDICAL	221,522.37
VETERANS RELIEF FUND			
CO VETERANS AID FUND	RE	REIMBURSE	1,005.42
DRUG FORFEITURES			
BUFFALO CO CLERK	RE	REIMBURSE	816.50
COVERT-TRACK GROUP	E	SUBSCRIPTION	1,710.00
TACTICAL ELECTRONICS	EQ	EQUIPMENT	23,373.54
THERMO SCIENTIFIC PORTABLE	E	TRAINING EQ	34,233.00
U.S. BANK	E	EXPENSE	4,563.56
DISASTER FUND			
WILKE CONTRACTING	E	BRIDGE REPAIR	66,597.01
911 WIRELESS FUND			
BUFFALO CO TREASURER	RE	REIMBURSE	27,251.68
WEED DISTRICT			
ALL MAKES	SU	PARTS	114.77
AUSSIE HYDRAULICS	S	REPAIR	280.50
ARNOLD MOTOR	SU	PARTS	206.09
KENESAW MOTOR	S	REPAIR	589.10
MENARDS	SU	SUPPLIES	107.56
MIDWAY CHEVROLET	SU	PARTS	688.68
NE WEED CONTROL ASSOC	E	EXPENSE	120.00
U.S. BANK	E	EXPENSE	273.04
911 EMERGENCY SERVICE			
CENTURYLINK	U	911 SVC	1,986.21
CENTURYLINK	U	TELE SVC	1,036.81
FRONTIER	U	TELE SVC	1,517.46
FRONTIER COMMUNICATIONS	U	TELE SVC	264.08
LANGUAGE LINE Svcs	U	911 SERVICE	130.35
NE CENTRAL TELEPHONE	U	TELE SVC	109.99
PLATTE VALLEY COMMUNICATIONS	EQ	EQUIP	1,417.67

Chairman McMullen called for Citizen's forum and no one addressed the Board.

Chairman McMullen asked if there was anything else to come before the Board at 9:40 A.M. before he declared the meeting adjourned until the regular meeting at 9:00 A.M. on Tuesday, April 14, 2020.

ATTEST:

William McMullen, Chairman
Buffalo County Board of Commissioners

Janice I. Giffin
Buffalo County Clerk

(SEAL)

PAYROLL RATIFICATION MARCH 27, 2020

<u>GENERAL FUNDS</u>			
NET PAYROLL			253,134.60
AMERICAN FAMILY LIFE	I	PREMIUMS	1,076.52
RETIREMENT PLANS AMERITAS	R	EMPE RET	42,342.94
BUFFALO CO TREAS/WELLNESS	I	PREMIUMS	50.00
BUFFALO CO TREASURER	I	PREMIUMS	103,555.50
FIRST CONCORD	E	FLEX FUNDS	3,938.65
FIRST NATIONAL BANK	T	FEDERAL TAX	84,141.48
KEARNEY UNITED WAY	E	DONATIONS	102.67
MADISON NATIONAL	I	PREMIUMS	1,282.75
MADISON NATIONAL	I	LT DISABILITY	632.74
MASSMUTUAL FINANCIAL	I	DEFERRED COMP	1,175.00
NATIONWIDE RETIREMENT	R	DEFERRED COMP	355.00
NE CHILD SUPPORT	E	CHILD SUPPORT	450.00
PRINCIPAL LIFE	E	DENTAL	3,046.42
STATE OF NE	T	STATE TAX	13,575.87
VISION SERVICE PLAN	E	EMPE VSP EYE	749.03
<u>ROAD FUND</u>			
NET PAYROLL			57,064.70
AMERICAN FAMILY LIFE	I	PREMIUMS	1,023.05
RETIREMENT PLANS AMERITAS	R	EMPE RET	9,211.42
BUFFALO CO TREASURER	I	PREMIUMS	2,769.50
FIRST CONCORD	E	FLEX FUNDS	784.71
FIRST NATIONAL BANK	T	FEDERAL TAX	17,647.51
MADISON NATIONAL	I	PREMIUMS	139.10
MADISON NATIONAL	I	LT DISABILITY	120.53
NATIONWIDE RETIREMENT	R	DEFERRED COMP	272.50
NE CHILD SUPPORT	E	CHILD SUPPORT	342.00
PRINCIPAL	E	DENTAL	993.54
STATE OF NE	T	STATE TAX	2,658.84
VISION SERVICE PLAN	E	EMPE VSP EYE	211.24
<u>WEED DISTRICT</u>			
NET PAYROLL			4,719.04
RETIREMENT PLANS AMERITAS	R	EMPE RET	744.03
BUFFALO CO TREASURER	I	PREMIUMS	248.00
FIRST CONCORD	E	FLEX FUNDS	30.00
FIRST NATIONAL BANK	T	FEDERAL TAX	1,516.06
MADISON NATIONAL	I	LT DISABILITY	3.73
PRINCIPAL	E	DENTAL	45.75
STATE OF NE	T	STATE TAX	234.57

PAYROLL RATIFICATION APRIL 10, 2020

<u>GENERAL FUND</u>			
NET PAYROLL			253,501.61
AMERICAN FAMILY	I	PREMIUMS	1,015.87
RETIREMENT PLANS AMERITAS	R	EMPE RET	42,380.95
BUFFALO CO TREAS/WELLNESS	I	PREMIUMS	40.00
BUFFALO CO TREASURER	I	PREMIUMS	104,595.50
FIRST CONCORD	E	FLEX FUNDS	4,298.65
FIRST NATIONAL BANK	T	FEDERAL TAX	83,769.74
KEARNEY UNITED WAY	E	DONATIONS	102.67
KATHLEEN A LAUGHLIN	E	EMPE WITHHOLD	356.00
MADISON NATIONAL	I	PREMIUMS	1,301.53
MADISON NATIONAL	I	LT DISABILITY	626.89
MASSMUTUAL	E	DEFERRED COMP	1,175.00
NATIONWIDE RETIREMENT	R	DEFERRED COMP	355.00
NE CHILD SUPPORT	E	CHILD SUPPORT	450.00
PRINCIPAL	E	DENTAL	3,091.40
STATE OF NE	T	STATE TAX	13,507.11
VISION SERVICE PLAN	E	EMPE VSP EYE	757.19
<u>ROAD FUND</u>			
NET PAYROLL			52,416.65
AMERICAN FAMILY	I	PREMIUMS	923.14
RETIREMENT PLANS AMERITAS	R	EMPE RET	8,278.85
BUFFALO CO TREASURER	I	PREMIUMS	2,769.50
FIRST CONCORD	E	FLEX FUNDS	784.71
FIRST NATIONAL BANK	T	FEDERAL TAX	15,660.81
MADISON NATIONAL	U	PREMIUMS	154.10
MADISON NATIONAL	U	LT DISABILITY	119.78
NATIONWIDE RETIREMENT	R	DEFERRED COMP	272.50
NE CHILD SUPPORT	E	CHILD SUPPORT	342.00
PRINCIPAL	E	DENTAL	978.20
STATE OF NE	T	STATE TAX	2,282.21
VISION SERVICE PLAN	E	EMPE VSP EYE	202.84
<u>WEED DISTRICT</u>			
NET PAYROLL			4,719.08
RETIREMENT PLANS AMERITAS	R	EMPE RET	744.03
BUFFALO CO TREASURER	I	PREMIUMS	248.00
FIRST CONCORD	E	FLEX FUNDS	30.00
FIRST NATIONAL BANK	T	FEDERAL TAX	1,516.06
MADISON NATIONAL	I	LT DISABILITY	3.72
PRINCIPAL	E	DENTAL	45.72
STATE OF NE	T	STATE TAX	234.57

Buffalo County Highway Department

Vendor Claim Form

MAIL STUB

April 16, 2020

WARRANT & CLAIM NO. _____

PAYABLE TO:

2054

State of NE-Motor Fuels

P.O. Box 94759

Lincoln, NE 68509-4759

AGAINST Buffalo County Highway Department

For: Machinery & Equipment Fuel

DATE	DESCRIPTION	AMOUNT
4/16/2020	Fuel	4,499.00

LINE ITEM # 302.09 \$4,499.00

\$4,499.00

\$4,499.00

Amount: \$4,499.00

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

PAYABLE TO:

By: _____

HIGHWAY

Department

APPROVED BY

John Maas

ELECTED or APPOINTED OFFICIAL's SIGNATURE

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

ROAD - 200

FUND

PAID ON WARRANT NO. _____

Basic A/C
7/25

Form 74 - Nebraska Motor Fuels Use Tax Return

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

Federal Employer Identification Number:

476006436

Nebraska Identification Number: 00596914

Filer Name: BUFFALO COUNTY

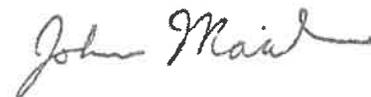
HIGHWAY DEPARTMENT

Tax Period Jan-Mar 2020 :

Round to Whole Gallons

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

1	Total gallons of dyed diesel fuel used in a licensed motor vehicle Nebraska government entities ONLY	15354 :
2	Total gallons of untaxed blending agents blended with fuel used in a licensed motor vehicle	0 :
3	Total gallons of gasoline/ethanol blends subject to tax due to inventory/sales variance If less than zero, enter zero	0 :
4	Total gallons of diesel/diesel blends subject to tax due to inventory/sales variance If less than zero, enter zero	0 :
5	Total gallons subject to tax	15354 :
6	Total Fuel Tax Line 5 multiplied by tax rate	\$ 4499 :



FILED

4-1-2020

BUFFALO CO CLERK

SHARON K. MAULER
CLERK OF THE DISTRICT COURT

MONTHLY FEE REPORT
for the Month of March, 2020

ACCOUNT DESCRIPTION	TOTAL AMOUNT
Filing Fee, Civil	945.00
Filing Fee, Criminal	00.00
Filing Fee, Judgment	50.00
Filing Fee, Criminal Appeal	25.00
Complete Records	712.00
Issuance of Writ	40.00
Reg. Work Comp. Judgment	00.00
Copies	88.30
Postage	00.00
Fax Fees	00.00
Publishing Fees	00.00
Transcript Fee/Seal Cert	00.00
Bad Check Fee	00.00
Bond 10%	1100.00
Bond Forfeiture	00.00
County Court Fees	753.00
Passport Processing Fee	1610.00
Grand Total	\$ 5323.30
Total for March, 2020	5323.30
Total for January thru March, 2020	16787.15

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.



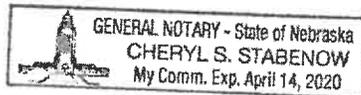
Sharon K. Mauler

SHARON K. MAULER
Clerk of the District Court

Subscribed and sworn to before me the 1 day of April, 2020.

Cheryl S. Stabenow

Notary Public



BUFFALO COUNTY TREASURER'S OFFICE
Fund Balance Report printed on 04/02/2020 02:44:54P
Statement created for 03/01/2020 to 03/31/2020

Fund	Description	Beginning Balance	Collections	Disbursements	Ending Balance
100	COUNTY GENERAL	4,036,127.10	1,269,795.89	-1,719,524.68	3,586,398.31
200	COUNTY ROAD	220,405.93	899,663.61	-409,617.96	710,451.58
650	HIGHWAY BRIDGE BUYBACK	886,502.15	364,059.64	0.00	1,250,561.79
900	VISITOR'S PROMOTION	36,706.92	31,269.27	-36,706.00	31,270.19
995	VISITOR'S PROMOTION IMPROVEMENT	36,707.25	31,269.27	-36,707.00	31,269.52
1150	DEEDS PRESERVATION & MODERNIZATION	127,648.03	2,568.00	-249.00	129,967.03
1275	HEALTH RESERVE FUND	1,358,215.61	213,998.00	-221,522.37	1,350,691.24
1500	COUNTY RELIEF	0.00	0.00	0.00	0.00
1700	COUNTY INSTITUTIONS	0.00	0.00	0.00	0.00
1900	VETERAN'S AID	41,297.07	520.36	-1,005.42	40,812.01
2356	STOP PROGRAM	36,420.08	1,482.00	0.00	37,902.08
2360	DRUG FORFEITURE	956,531.55	20,984.00	-63,880.10	913,635.45
2370	FEDERAL EQUITABLE SHARING	177.06	0.00	0.00	177.06
2500	COUNTY FEDERAL GRANTS	2,016.59	0.00	0.00	2,016.59
2575	DISASTER FUND	376,142.71	24,715.07	-66,597.01	334,260.77
2605	COMMUNITY DEVELOPMENT GRANT	0.00	0.00	0.00	0.00
2650	RECOVERY ZONE REBATE FUND	0.00	0.00	0.00	0.00
2700	INHERITANCE TAX	5,525,159.21	27,981.79	0.00	5,553,141.00
2913	911 WIRELESS SERVICE FUND	69,883.48	9,909.70	-27,251.68	52,541.50
3000	JUSTICE CENTER PROJECT FUND	0.00	0.00	0.00	0.00
3700	COUNTY BOND LEVY	186,660.76	96,044.38	0.00	282,705.14
3800	RECOVERY ZONE BOND PAYMENT	202,362.99	0.00	0.00	202,362.99
5400	COUNTY WEED	16,797.65	25,000.00	-17,462.11	24,335.54
5907	911 EMERGENCY SERVICES	451,308.77	41,889.29	-6,462.57	486,735.49
6001	STATE GENERAL	234,349.76	195,440.40	-234,349.76	195,440.40
6002	STATE TITLES	0.00	0.00	0.00	0.00
6009	STATE SALES TAX MV	577,431.33	452,122.59	-577,431.33	452,122.59
6016	REVENUE SALES TAX ROAD DEPARTMENT	28.48	0.00	0.00	28.48
6021	STATE TIRE TAX	712.00	593.00	-712.00	593.00
6101	SD101 SEM GENERAL	34,909.64	18,874.80	-34,909.64	18,874.80
6102	SD2 GIBBON GENERAL	323,339.78	272,835.72	-323,339.78	272,835.72
6103	SD119 AMHERST GENERAL	122,534.25	74,487.96	-122,534.25	74,487.96
6105	SD105 PLEASANTON GENERAL	140,481.97	77,464.80	-140,481.97	77,464.80
6107	SD7 KEARNEY GENERAL	1,889,881.84	2,891,002.34	-1,889,881.84	2,891,002.34
6109	SD9 ELM CREEK GENERAL	148,169.88	144,958.44	-148,169.88	144,958.44
6110	SD100 CENTURA GENERAL	12,542.25	6,629.69	-12,542.25	6,629.69
6112	SD12 ODESSA GENERAL	0.00	0.00	0.00	0.00

BUFFALO COUNTY TREASURER PLEDGED COLLATERAL

Bank Name							
FIRST NATIONAL BANK							
PLEDGED SECURITY	RCPT NO	BOOK VALUE	YIELD RAT	MATURITY	DATE PLEDGED	DATE RELEASE	MRKT VAL
FGRM	3137F15E4	\$ 7,000,000.00	0.931	12/15/2043	4/24/2018		4,873,000.00
FNRM	3136ATBG8	\$ 7,550,000.00	0.866	12/25/2027	4/27/2018		5,650,000.00
FNRM	3136ASY75	\$ 9,370,000.00	0.756	9/25/1941	5/3/2018		4,990,000.00
FHLMC REMIC SERIES 4232	3137BAD66	\$2,857,896.32	4	3/15/2040	2/28/2020		2,857,896.32
TOTAL		\$26,777,896.32					18,370,896.32
REMIC--Real estate Mortgage Invest Couduit--Payment structure on the security							
FNMA--FANNIE MAE							
FHLMC--FREDDIE MAC							
GNMA--GINNIE MAE							

add

BUFFALO COUNTY TREASURER PLEDGED COLLATERAL								
Bank Name								
Exchange Bank								
PLEDGED SECURITY	RCPT NO	BOOK VALUE	INT RATE	MATURITY	DATE PLEDGED	DATE RELEASE	MRKT VAL	MRKT VAL
Douglas county sanitary	25931xbc1	260000	2.9	8/15/2029	1/10/2019			
sarpy cnty ne san im	80376tdr2	125000	3.8	11/15/2032	1/13/2020			

add

RESOLUTION

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

WHEREAS, the following Tax Sale Certificates have been placed on Real Estate Properties in Buffalo County, to wit: Numbers: 17226, 17228

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

Dated this _____ day of _____, 2020

Motion by _____

Seconded by _____

ATTEST:

AYES: _____

NAYS: _____

ABSENT: _____

Janice I Giffin, Buffalo County Clerk

2019 TAX FORECLOSURE LIST

<u>PARCEL ID#</u>	<u>NAME & ADDRESS & LEGAL</u>	<u>CERTIFICATE #</u>	<u>YEAR</u>	<u>AMOUNT</u>
80013000	MOFFETT, JOANN M	17226	2015	33.94
	PO BOX 3153		2016	398.86
	KEARNEY, NE 68848-3153		2017	100.68
			2018	98.9
	3-12-15 PT E1/2 NE1/4 (2.92A)		2019	300.14
180033000	CASH, TED E & CAROL A	17228	2015	133.37
	PO BOX 325		2016	332.2
	ORLEANS, NE 68966		2017	233.44
			2018	218.6
	O T ML LTS 10, 11, 12 BLK 15		2019	389.02

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”), an Illinois 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.

SPECIFIED MEDICATIONS – Medications and/or testing related to the treatment and/or diagnosis of AIDS, active tuberculosis, cancer, cystic fibrosis, hepatitis, HIV, HIV/AIDS related diseases, multiple sclerosis, and/or listed as anti-rejection and/or biological drugs. Medications related to these treatments will be defined in accordance with medical literature.

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.** ACH will not re-price medical claims.
- 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 tongue blades, Band-Aids, gauze pads, medical tape,

sterile water, saline, pregnancy tests, blood sugar strips, peak flow mouth pieces, O2 tubing, urine test strips, syringes, gloves **for the medical staff**, med cups, lancets, ammonia ampules, cotton-tip applicators, and alcohol preps. ACH will have the final say of what is a disposable medical supply.

- 1.8 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.
- 1.9 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.
 - 1.9.1 COUNTY PATIENTS. ACH will provide medically-indicated pharmaceuticals for county patients. ACH will pay for prescription medications; prescribed over-the-counter medications; and psychotropic medications which are prescribed by ACH prescribers; with the following exception: the county will pay for specified medications. The county will also pay for psychotropic medications which are not prescribed by ACH prescribers.
 - 1.9.2 NON-COUNTY PATIENTS (not to include patients housed for ICE). ACH will provide medically-indicated pharmaceuticals for non-county patients. ACH will only pay for prescribed over-the-counter medications. Other prescription medications will be billed to the county so the county may seek reimbursement from the responsible authority of the non-county patient.
 - 1.9.3 PATIENTS HOUSED FOR IMMIGRATION & CUSTOMS ENFORCEMENT (ICE). ACH will provide medically-indicated pharmaceuticals for patients housed for ICE. ACH will not pay for any pharmaceuticals for ICE patients. Prescription medications will be billed directly to ICE by the applicable pharmacy. The county will pay for any prescription medications for which ICE refuses to pay, as well as any prescribed over-the-counter medications.
 - 1.9.4 FIT FOR TRIAL MEDICATIONS AND COURT-ORDERED MEDICATIONS AND TESTING. ACH will provide (but not pay for) fit for trial medications and court-ordered medications and testing to patients. Fit for trial medications should be documented as such; for example, by a court order.
 - 1.9.4.1 COUNTY PATIENTS. The county will pay for fit for trial medications and court-ordered medications.
 - 1.9.4.2 NON-COUNTY PATIENTS (not to include patients housed for ICE). Fit for trial medications and court-ordered medications and testing for non-county patients will be billed to the county so the county may seek reimbursement from the responsible authority of the non-county patient.
 - 1.9.4.3 PATIENTS HOUSED FOR ICE. Fit for trial medications and court-ordered medications and testing will be billed directly to ICE by the applicable pharmacy. The county will pay for any fit for trial medications and court-ordered medications and testing for which ICE refuses to pay.

- 1.10 JPRISON RAPE ELIMINATION ACT OF 2003 (PREA). Should County choose to comply with PREA, ACH will endeavor to comply with PREA, applicable PREA standards, and the facility's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the facility. ACH acknowledges that, in addition to self-monitoring, the facility may conduct announced or unannounced monitoring to include on-site monitoring.
- 1.11 STAFFING.
- 1.11.1 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.
- 1.11.2 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.
- 1.12 TUBERCULOSIS (TB) TESTING.
- 1.12.1 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.
- 1.12.2 PATIENTS. ACH will provide TB skin tests as directed by the county. ACH will pay for the TB serum and related supplies.

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 federal Constitutional 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). Medical equipment remains the responsibility of the county. At the county's request, ACH may 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. Upon termination of this agreement, the medical equipment will be in good working order, with allowances made for reasonable wear and tear.

- 2.10 **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.
- 2.11 **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.
- 2.12 **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, 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.
- 2.13 **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.
- 2.14 **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.
- 2.15 **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).
- 2.16 **PREVENTATIVE SERVICES.** If the county requests preventative services (such as flu shots) 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.
- 2.17 **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.

- 2.18 STAFFING. The county agrees that nursing services at the facility will be provided by the county and ACH has no responsibility under this agreement to provide nursing services at the facility. The parties further agree that the nursing staff 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 county's nurses.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay \$75,814.04 per year to ACH under this agreement. To do so, the county agrees to make monthly payments of \$6,317.84 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 \$0.83 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 \$0.83 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 or below 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, 2020 at 12:01 A.M. and will continue in full force and effect until March 31, 2021 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for successive 1-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, the Department of Justice, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should new legislation require 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 of 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, 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. 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.
 - 5.13.1 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.
 - 5.13.2 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.
 - 5.13.3 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. 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.

- 5.15.1 **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.
- 5.15.2 **PROFESSIONAL LIABILITY.** ACH will obtain and maintain in good standing professional liability insurance, **including civil rights liability**, 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.
- 5.15.3 **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.
- 5.15.4 **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 **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.
- 5.17 **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.
- 5.18 **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. To ACH: Advanced Correctional Healthcare, Inc., Attn: Associate General Counsel, 3922 West Baring Trace, Peoria, IL 61615; facsimile: 309.214.9977; email: Contracts@advancedch.com.
- 5.19 **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.
- 5.20 **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.

- 5.21 **SUBCONTRACTING.** ACH may subcontract services including, but not limited to, biomedical waste disposal, electronic medical records, mobile services, pharmaceutical services, staffing, and training.
- 5.22 **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.
- 5.23 **USE BY OTHER PUBLIC AGENCIES (PIGGYBACK).** ACH agrees to allow the county to authorize other public agencies in the county 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.
- 5.24 **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 Young, President

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 4/13/20, the price may be subject to increase.



RESOLUTION 2020-

PROCLAMATION

Naming of the Week April 12, 2020 through April 18, 2020 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 14TH DAY OF APRIL, 2020

ATTEST:

William McMullen, Chairman
Buffalo County Board of Commissioners

Janice I. Giffin
Buffalo County Clerk

(SEAL)

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 Midwest District of the EFCA		Tax Year 2020	
Name of Owner of Property Midwest District of the EFCA		County Name Buffalo	State Where Incorporated Nebraska
Street or Other Mailing Address 218 West 18th St		Contact Name Donna Cedar	Phone Number 308-234-5400
City Kearney	State NE	Zip Code 68845	Email Address office@efcamidwest.org

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
Pastor David Ballast	Chairman	902 Cherokee St, Oskaloosa, KS 66066
Les Bennett	Secretary	9679 13th Ave, Columbus, NE 68601
Dr. Noah Palmer	Superintendent	221 Teepee Rd, 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
SUBARU (16272C90046)	2017	4DR OUTBACK	4S4BSACC3H3238655	04/2020

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 detail description of the use of the motor vehicle:

For the MWD superintendent to travel to churches in Kansas, Nebraska, and Kansas City Metro Area.

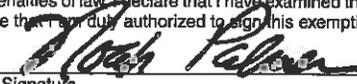
Are the motor vehicles used exclusively as indicated? (see instructions)

YES NO

If No, give percentage of exempt use:

_____ %

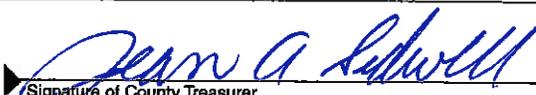
Under penalties of law, I declare that I have examined this exemption application and, to the best of my knowledge and belief, it is correct and complete. I also declare that I am duly authorized to sign this exemption application.

sign here  _____ MWD Superintendent 3/26/20
Authorized Signature Title Date

For County Treasurer Recommendation

Approval Denial

Comments: _____

 _____ 3-31-20
Signature of County Treasurer Date

For County Board of Equalization Use Only

Approval 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

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 2020	
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 Street Kearney, Ne, 68847
Barb Roebuck	Treasurer	120 W. 11th North Platte, Ne, 68101

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 detail description of the use of the motor vehicle:

This vehicle will be used by a private, non-profit human service for the transport of clients and staff.

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

YES NO

If No, give percentage of exempt use: _____ %

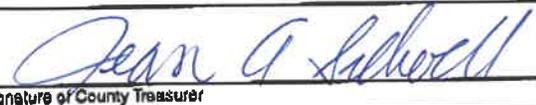
Under penalties of law, I declare that I have examined this exemption application and, to the best of my knowledge and belief, it is correct and complete. I also declare that I am duly authorized to sign this exemption application.

sign here  _____ **Vehicle Maintenance Supervisor** _____ **4/9/20**
Authorized Signature Title Date

For County Treasurer Recommendation

Approval Denial

Comments: _____

 _____ **4-9-20**
Signature of County Treasurer Date

For County Board of Equalization Use Only

Approval 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

Nebraska Department of Revenue 88-253-2008 Rev. 2-2020 Supersedes 86-253-2006 Rev. 6-2019 Authorized by Neb. Rev. Stat. §§ 77-202(1)(c) and (d), and 60-3,186, and 60-3,185

Please retain a copy for your records.

Date: March 31st 2020

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
_____, 2020**

Chairman

7 Real Estate – 2 remove from tax roll as Tiff Project was completed in 2018 – 1 add to tax roll at full value due to Tiff completed – 1 chg of value due to omitted land value – 1 chg of value due to removal of house & outbldgs – 1 chg of value due to removal of house & 1 chg of value due to removal of house & outbldgs

7 Corrections for the month of March 2020

Tax List Correction

BUFFALO County, Nebraska

Property ID: 040338000 - RE

Date: 03-02-2020

No: 4677

Name and Address:
TALLBOYS LLC

Description of Property:
O T RV LOTS 8-12,BLK 28

Tax Year: 2019

District: 252 School: 10-0069
252 RAVENNA TIF

175 SNOWY RIDGE RD
GIBBON, NE 68840

8-12-14

Stmnt No: 21076

* Tax Credit of 129.44 consists of 129.44 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	124,285	1.54866300	1,924.76	129.44	0	0.00	0.00	897.66	897.66	1,795.32
Corrected Amount	0	1.54866300	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00
Additional Amount										
Deducted Amount	124,285		1,924.76	129.44				897.66	897.66	1,795.32

Reason for Correction: REMOVE FROM TAX ROLL AS TIFF PROJECT WAS COMPLETED IN 2018 NEVER NOTIFIED BY CITY OF

RAVENNA

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

040338000

By _____

Deputy

Tax List Correction

BUFFALO County, Nebraska

Property ID: 040338000 - RE

Date: 03-02-2020

No: 4678

Name and Address:
TALLBOYS LLC

Description of Property:
O T RV LOTS 8-12,BLK 28

Tax Year: 2019

District: 9101 School: 10-0069
TIF TRUE VALUE

175 SNOWY RIDGE RD
GIBBON, NE 68840

8-12-14

Stmnt No: 21075

* Tax Credit of 89.30 consists of 89.30 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	85,735	1.54866300	1,327.76	89.30	0	0.00	0.00	619.23	619.23	1,238.46
Corrected Amount	0	1.54866300	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00
Additional Amount										
Deducted Amount	85,735		1,327.76	89.30				619.23	619.23	1,238.46

Reason for Correction: REMOVE FROM TAX ROLL AS TIFF PROJECT COMPLETED NEVER NOTIFIED BY THE CITY OF RAVENNA

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

040338000

By _____
Deputy

Tax List Correction

BUFFALO County, Nebraska

Property ID: 040338000 - RE

Date: 03-02-2020

No: 4679

Name and Address:
TALLBOYS LLC

Description of Property:
O T RV LOTS 8-12,BLK 28

Tax Year: 2019

District: 250 School: 10-0069
250 RAVENNA CITY

175 SNOWY RIDGE RD
GIBBON, NE 68840

8-12-14

Stmnt No: 23876

* Tax Credit of 218.74 consists of 218.74 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	210,020	1.54866300	3,252.50	218.74	0	0.00	0.00	1,516.88	1,516.88	3,033.76
Corrected Amount										
Additional Amount										3,033.76
Deducted Amount										

Reason for Correction: ADD TO TAX ROLL AS TIFF PROJECT WAS COMPLETED IN 2018 SEE CORR #4677 & 4678

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

PROPERTY IDENTIFICATION NUMBER FROM COUNTY RECORDS DATA BOOK
040338000

By _____
Deputy

Tax List Correction

BUFFALO County, Nebraska

Property ID: 040555126 - RE (040555126)

Date: 03-03-2020

No: 4680

Name and Address:
**MELTON, CHARLES E &
 ELLESTAD, KATHRYN D
 %MELTON, JEANENE D (LE)
 41885 SYRACUSE RD
 RAVENNA, NE 68869**

Description of Property:
LEM ADD RA LOT 3

Tax Year: 2019
 District: 250 School: 10-0069
 250 RAVENNA CITY

Stmnt No: 13635

* Tax Credit of 105.12 consists of 105.12 in Non-Ag, and 0.00 in Agland.
 * Tax Credit of 108.94 consists of 108.94 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	100,930	1.54866300	1,563.08	105.12	0	0.00	0.00	728.98	728.98	1,457.96
Corrected Amount	104,590	1.54866300	1,619.76	108.94	0	0.00	0.00	755.41	755.41	1,510.82
Additional Amount	3,660		56.68	3.82				26.43	26.43	52.86
Deducted Amount										

Reason for Correction: CHG OF VALUE DUE TO OMITTED LAND VALUE - CLERICAL ERROR

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

040555126

By _____

Deputy

Tax List Correction

BUFFALO County, Nebraska

Property ID: 720075000 - RE

Date: 03-09-2020

No: 4682

Name and Address:
SEAR INC, H D & E

Description of Property:
8-8-13 NW1/4 & LT 5 & ACCR (192.94A)

Tax Year: 2019

District: 1220 School: 10-0002
1220 TAX DISTRICT

2216 40TH RD
KENESAW, NE 68956

Stmnt No: 19064

* Tax Credit of 1,097.50 consists of 24.06 in Non-Ag, and 1,073.44 in Agland.
* Tax Credit of 1,073.44 consists of 0.00 in Non-Ag, and 1,073.44 in Agland.

	Actual Valuation	Tax Rate	Consolidated Tax	Tax Credit *	Homestead Value	Homestead Credit	Penalty Tax	1st Half	2nd Half	Total Tax
Original Amount	881,980	1.67368300	14,761.56	1,097.50	0	0.00	0.00	6,832.03	6,832.03	13,664.06
Corrected Amount	858,890	1.67368300	14,375.10	1,073.44	0	0.00	0.00	6,650.83	6,650.83	13,301.66
Additional Amount										
Deducted Amount	23,090		386.46	24.06				181.20	181.20	362.40

Reason for Correction: CHG OF VALUE TO REMOVAL OF HOUSE

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

1 2020 720075000 0000 0000 0000 0000 0000 0000 0000 0000
720075000

By _____
Deputy

BID SHEET
April 14, 2020

Salt Storage Building			
<u>COMPANY NAME</u>		<u>BID PRICE</u>	<u>FINAL</u>
ACS			
ACS			
Morten	Pkg 1, Stitework		
Morten	Pkg 2, Cast in Place Concrete		
Morten	Pkg 3, Concrete Bunker Blocks		
BD Concrete Construction Inc			