

**BUFFALO COUNTY BOARD OF COMMISSIONERS  
BUFFALO COUNTY BOARD OF EQUALIZATION  
TUESDAY, MAY 26, 2020**

The Buffalo County Board of Commissioners and the Buffalo County Board of Equalization met on Tuesday, May 26, 2020 at 9:00 A.M. and 9:30 A.M. 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 conduct 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. County Attorney Shawn Eatherton was present via zoom.

**REGULAR AGENDA**

Moved by Higgins and seconded by Kouba to approve the May 19, 2020 Board meeting minutes. Upon roll call vote, the following Board members voted "Aye": Higgins, Kouba, Klein, Morrow and McMullen. Absent: Loeffelholz and Reiter (due to temporary internet connection failure). Motion declared carried.

Moved by Morrow and seconded by Klein to ratify the following May 22, 2020 payroll claims processed by the County Clerk. Upon roll call vote, the following Board members voted "Aye": Morrow, Klein, Higgins, Kouba, Reiter and McMullen. Absent: Loeffelholz (due to internet connection failure). Motion declared carried.

<b>GENERAL FUND</b>			
NET PAYROLL			264,696.25
AMERICAN FAMILY LIFE	I	PREMIUMS	1,028.41
RETIREMENT PLANS AMERITAS	R	EMPE RET	44,035.62
AR SOLUTIONS INC	E	GARNISH	163.65
BUFFALO CO TREAS/WELLNESS	I	PREMIUMS	40.00
BUFFALO CO TREASURER	I	PREMIUMS	104,194.50
CREDIT MANAGEMENT	E	GARNISH	110.61
FIRST CONCORD	E	FLEX FUND	3,948.65
FIRST NATIONAL BANK	T	FEDERAL TAX	88,309.66
KEARNEY UNITED WAY	E	DONATIONS	102.67
KATHLEEN A LAUGHLIN	E	GARNISH	356.00
MADISON NATIONAL	I	PREMIUMS	604.96
MADISON NATIONAL	I	LT DISABILITY	315.95
MASSMUTUAL	I	DEFERRED COMP	1,175.00
NATIONWIDE RETIREMENT	R	DEFERRED COMP	305.00
NE CHILD SUPPORT	E	CHILD SUPPORT	450.00
PRINCIPAL	E	DENTAL	3,046.65
STATE OF NE	T	STATE TAX	14,481.47
VISION SERVICE PLAN	E	EMPE VSP EYE	747.09
<b>ROAD FUND</b>			
NET PAYROLL			52,546.56
AMERICAN FAMILY LIFE	I	PREMIUMS	923.14
RETIREMENT PLANS AMERITAS	R	EMPE RET	8,283.36
BUFFALO CO TREASURER	I	PREMIUMS	2,769.50
FIRST CONCORD	E	FLEX FUND	784.71
FIRST NATIONAL BANK	T	FEDERAL TAX	15,622.14
MADISON NATIONAL	I	PREMIUMS	154.21
MADISON NATIONAL	I	LT DISABILITY	119.93
NATIONWIDE RETIREMENT	R	DEFERRED COMP	272.50
NE CHILD SUPPORT	E	CHILD SUPPORT	342.00
PRINCIPAL	E	DENTAL	978.29
STATE OF NE	T	STATE TAX	2,265.98
VISION SERVICE PLAN	E	EMPE VSP EYE	202.90
<b>WEED DEPARTMENT</b>			
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

Moved by Klein and seconded by Reiter to accept the April 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 Morrow and seconded by Loeffelholz to accept the Emergency Management 2019 Summary Report as presented. Upon roll call vote, the following Board members voted "Aye": Morrow, Loeffelholz, Higgins, Klein, Kouba, Reiter and McMullen. Motion declared carried.

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, Kouba, Loeffelholz, Reiter and McMullen. Motion declared carried.

FROM	0100	GENERAL FUND	TO	5400	WEED FUND	\$ 25,000.00
FROM	0100	GENERAL FUND	TO	0200	ROAD FUND	\$1,300,000.00

Moved by Loeffelholz and seconded by Kouba to accept the County Assessor's recommendation to extend the date for Homestead Exemption filings to July 20, 2020. Upon roll call vote, the following Board members voted "Aye": Loeffelholz, Kouba, Higgins, Klein, Morrow, Reiter and McMullen. Motion declared carried.

Moved by Kouba and seconded by Klein to accept the bid from ComPsych for the Employee Assistance Program (EAP). Bids were opened on May 12, 2020 and reviewed by the Budget Committee and Bob Charlesworth with Charlesworth Consulting LLC recommending to award the contract to ComPsych. 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 Klein to authorize Chairman McMullen to notify employees about updates to Ready to Work (RTW) and work from home policies. Upon roll call vote, the following Board members voted "Aye": Morrow, Klein, Higgins, Kouba, Loeffelholz, Reiter and McMullen. Motion declared carried.

Sheriff Neil Miller joined the meeting and reviewed the State 911 Funding Proposal. Moved by Higgins and seconded by Loeffelholz to approve the State 911 Funding Proposal. Upon roll call vote, the following Board members voted "Aye": Higgins, Loeffelholz, Klein, Kouba, Morrow, Reiter and McMullen. Motion declared carried.

Moved by Morrow and seconded by Klein to approve the addition of pledged collateral in the amount of \$12,395,040.00 for the Buffalo County Treasurer at the First National Bank. Upon roll call vote, the following Board members voted "Aye": Morrow, Klein, Higgins, Kouba, Loeffelholz, Reiter and McMullen. Motion declared carried.

Chairman McMullen noted that there was no current correspondence in the file and then called on each Board member present for committee reports and recommendations.

Moved by Loeffelholz and seconded by Reiter to recess the regular meeting of the Board of Commissioners at 9:25 A.M. and reconvene as a Board of Equalization. Upon roll call vote, the following Board members voted "Aye": Loeffelholz, Reiter, Higgins, Klein, Kouba, Morrow and McMullen. 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 Attorney Andrew Hoffmeister were present via Zoom.

Chairman McMullen opened the public hearings for the five Evangelical Lutheran Good Samaritan Society Permissive Exemption applications. Jennifer Stauss addressed the Board and answered questions. Chairman McMullen closed the public hearings at 9:46 A.M. Moved by Morrow and seconded by Higgins to deny the applications for Evangelical Lutheran Good Samaritan Society on parcels 605086000, 603786510, 605043304, 605043303 and 605043300. Upon roll call vote, the following Board members voted "Aye": Morrow, Higgins, Klein, Kouba, Loeffelholz, Reiter and McMullen. Motion declared carried.

Chairman McMullen opened the public hearings for the two CHI Health Permissive Exemption applications. Lynn Wittner Chaldez addressed the Board and answered questions. Chairman McMullen closed the public hearings at 9:53 A.M. Moved by Klein and seconded by Higgins to approve the application for CHI Health on parcel 601892000. Upon roll call vote, the following Board members voted "Aye": Klein, Higgins, Kouba, Loeffelholz, Morrow, Reiter and McMullen. Motion declared carried.

Moved by Loeffelholz and seconded by Klein to deny the application for CHI Health on parcel 602089083. Upon roll call vote, the following Board members voted "Aye": Loeffelholz, Klein, Higgins, Kouba, Morrow, Reiter and McMullen. Motion declared carried.

Deputy County Attorney Andrew Hoffmeister reviewed the Policy and Practices regarding filing of 2020 Real Estate Tax Valuation Protests. Moved by Loeffelholz and seconded by Higgins to approve the Policy and Practices for filing the 2020 Real Estate Tax Valuation Protests with the following Resolution 2020-20 along with the Statement of Policies and Procedures for 2020 Real Estate Tax Valuation Protests when filed by use of E-Mail or drop box delivery. Upon roll call vote, the following Board members voted "Aye": Loeffelholz, Higgins, Klein, Kouba, Morrow, Reiter and McMullen. Motion declared carried.

## RESOLUTION 2020-20

WHEREAS, Buffalo County is in a health emergency situation which encourages, and at times has mandated, social distancing, and the closure to the public of the Buffalo County Courthouse, and

WHEREAS, there is a need to process tax valuation protests for tax year 2020 in a manner that lessens in person contacts of the parties contesting tax value, but affords these parties the statutory right to question and protest valuations of taxable real estate in Buffalo County, and

WHEREAS, the use of e-mail to file 2020 real estate tax protests is a workable solution to abide by social distancing mandates, yet provides the public with access to protest valuations, and

WHEREAS, any policy regarding additional avenues in which protests may be filed does not in any manner allow the filing of protests on any document other than FORM 422. Additional materials may be provided with initial filing of the FORM 422, but this materials, submitted as e-mail attachments should clear an Information Technology (IT) security clearances, and

WHEREAS, Buffalo County should adopt a policy to accept 2020 real estate valuation protests when filed by e-mail when this system provides:

1. A temporary email address which may be used ONLY for the filing of 2020 real estate tax valuation protests.
2. Appropriate safeguards to this county's IT systems.
3. The information and documents necessary to meet the minimum statutory prerequisites for the filing of tax valuation protests.

WHEREAS, due to the foregoing findings there is also a need to address policy and deadlines for taxpayers who desire to file tax valuation protests in the courthouse drop box due to the current public health situation.

BE IT RESOLVED THAT THE BUFFALO COUNTY BOARD OF EQUALIZATION FOR TAX VALUATION YEAR 2020, FOR REAL AND PERSONAL PROPERTY PROTESTS, IN ADDITION TO PERSONALLY DELIVERED PROTESTS TO THE BUFFALO COUNTY CLERK, OR THROUGH THE USE OF UNITED STATES POSTAL SERVICE MAIL, WILL ALLOW THE USE OF THE COUNTY CLERK'S DROPBOX LOCATED ON THE GROUNDS OF THE BUFFALO COUNTY COURTHOUSE, 1512 CENTRAL, KEARNEY, NEBRASKA WITH THE DROP BOX LOCATED ON THE WEST SIDE OF THE MAIN ENTRANCE OF THE COURTHOUSE (HORSESHOE PARKING LOT LOCATION ACCESSED BY 1<sup>ST</sup> AVENUE) FOR FILINGS OF 2020 REAL AND PERSONAL PROPERTY VALUATION PROTESTS. PROTEST FILINGS BY THIS DROP BOX METHOD SHALL CEASE AT 5:00 O'CLOCK P.M., JUNE 30, 2020.

BE IT ADDITIONALLY RESOLVED, THAT IN ADDITION TO PERSONALLY DELIVERED PROTESTS TO THE BUFFALO COUNTY CLERK, OR THROUGH THE USE OF UNITED STATES POSTAL SERVICE REGULAR MAIL, THAT THE BUFFALO COUNTY BOARD OF EQUALIZATION FOR TAX VALUATION YEAR 2020, WILL ALLOW THE DELIVERY AND THE FILINGS OF TAX VALUATION PROTESTS WITH THE BUFFALO COUNTY CLERK, TO BE ACCOMPLISHED BY E-MAIL FILING PROCESSES, WHEN THE PROTESTS ARE RECEIVED BY THE BUFFALO COUNTY CLERK AT THE E-MAIL ADDRESS OF [protest@buffalocounty.ne.gov](mailto:protest@buffalocounty.ne.gov) NO LATER THAN 11:59:59 O'CLOCK, P.M., JUNE 30, 2020, FILED ON FORM 422, WITH ONE FORM 422 FOR EACH PARCEL, EMAILED WITH ONE PARCEL PER EACH EMAIL, WITH MULTIPLE EMAILS ALLOWED FOR MULTIPLE PARCELS, FILLED WITH THE INFORMATION REQUIRED ON FORM 422 FOR PARCEL THAT HAS A VALUATION PROTEST.

IT IS ADDITIONALLY RESOLVED that Buffalo County, acting through its Board of Equalization, has reviewed and hereby adopts a Statement of Policies and Procedures for 2020 Real Estate Tax Valuation Protests When Filed By Use of E-mail or Drop Box Delivery, all as stated by a separate document. That document is comprised of questions and answers. This Statement is to provide guidance to the public for persons desiring to use emailing or the drop box as alternative ways to timely deliver and file 2020 real estate tax valuation protests to the Buffalo County Clerk's Office.

FURTHER RESOLVED that the actions of this Board in allowing filing of tax valuation protests by email and/or drop box are applicable to solely tax valuation year 2020 and not future years, absent specific authorization by this board.

### **STATEMENT OF POLICES AND PROCEDURES FOR 2020 REAL ESTATE TAX VALUATION PROTESTS WHEN FILED BY USE OF E-MAIL OR DROP BOX DELIVERY**

**The following is a statement of policies and procedures to be taken by the Buffalo County Board of Equalization for the 2020 tax year filings of tax valuation protests involving real estate. This process will not apply to personal property valuation issues. The following is not an exhaustive list of potential questions or an absolute statement of final decisions of the Buffalo County Board of Equalization (BOE). The following is issued as a guidance to the public. It does not provide legal advice. Hopefully, the following questions will provide a statement of policy as to how Buffalo County intends to allow e-mail delivery or drop box delivery for the filing of real estate tax valuations protests for this county:**

**What is the deadline for filing a real estate tax protest?**

The deadline to file a 2020 Real Property Valuation Protest is June 30, 2020.

**Can I use a facsimile to file the protest?**

No. Faxes will not be accepted.

**Where can I find my parcel number?**

The parcel number can be found on the Assessor's yellow post card value statement. You can also find it on the Assessor Web site:

<https://www.buffalocounty.ne.gov/PROTEST-INFORMATION-GUIDE>

and:

<https://www.buffalocounty.ne.gov/BUFFALO-COUNTY-GIS>

**When can I file a protest?**

Real property valuation protests for 2020 must be filed **between June 1 and June 30, 2020.**

- If you file your protest in-person, the protest must be submitted by 5:00 o'clock p.m. CST on June 30, 2020.
- If you file your protest by placing the protest in the Clerk's drop box, the protest must be placed in the drop box no later than 5:00 o'clock p.m., CST on June 30, 2020.
- If you file your protest by using e-mail, the protest must be submitted by 11:59:59 o'clock p.m. CST on June 30, 2020.
- If you file your protest by mail, the protest must be postmarked by the United States Postal Service no later than June 30, 2020.

Protests that utilize metered mail must be delivered to the Buffalo County Clerk on or prior to June 30, 2020. The address of the Buffalo County Clerk is:

Buffalo County Clerk  
PO Box 1270  
Kearney NE 68848

**How can I obtain a protest form?**

All protests must use FORM 422, a document that has been prepared by the Nebraska Department of Revenue.

FORM 422 available on Buffalo County's Assessor's website.

<https://www.buffalocounty.ne.gov/PROTEST-INFORMATION-GUIDE>

Alternatively, you can obtain a form from:

[https://revenue.nebraska.gov/files/doc/pad/forms/422\\_Property\\_Valuation\\_Protest.pdf](https://revenue.nebraska.gov/files/doc/pad/forms/422_Property_Valuation_Protest.pdf)

Regardless as to how you obtain FORM 422, please enter all information on the form as requested on the form, sign it, and be sure to provide an email address, mailing address, and phone number for contact information.

**How do I submit a protest by e-mail?**

It is required that the protest must be filed on FORM 422. You can provide additional materials that are submitted with the FORM 422, but all protests must have a FORM 422 submitted for each individual parcel.

You will need to fill out FORM 422 and print it off, then sign it. Alternatively, you can print off or otherwise obtain a blank FORM 422 and fill that FORM 422 with the information requested. Thereafter will need to scan the signed FORM 422, and any other information that you may ask to be considered, and send it as an attachment to an email to:

[protest@buffalocounty.ne.gov](mailto:protest@buffalocounty.ne.gov)

to complete the email process for filing of the 2020 tax valuation protest. This email address is the only acceptable address for email delivery of tax valuation protests. Do not send your protest to another county email address or to someone you know who works for the county. Only filings e-mailed to this address will be accepted.

**What if I have more than one parcel to protest valuation?**

One FORM 422 can only be filed to protest one parcel. If you have more than one parcel to protest valuation, you must file a separate FORM 422 for each parcel. Thereafter, you must send in each parcel by a separate email with each individual email containing one protest.

**Who can I call if I need help?**

Please call the Buffalo County Clerk at 308-236-1226 as concerns the protest process or need of a FORM 422.

**Can I submit evidence using a flash drive or CD/DVD?**

No. The BOE cannot accept digital media such as a USB stick, CD, DVD, etc. due to hardware compatibility and cybersecurity concerns, and such items will be returned to the protester (if feasible).

For protesters who wish to submit evidence electronically, i.e. scanned documents, photographs, maps, etc., with the protest, it can be submitted as an attachment with the emailed protest. Any attachment submitted will be subject to any Information Technology (IT) software safety standards of Buffalo County. If the attachment is not thought to be openable due to IT's concerns, it will not be opened.

It is suggested that PDF type format be used for attachments.

**Can I submit photos as evidence?**

Yes. Remember that all photos and any other documents, including the protest itself, the email address that you use on the FORM 422,

phone numbers, other information on the protest, or other materials that you are using, become public record and remain property of Buffalo County – they cannot be returned to you. If you want a copy of the documents/materials that you submitted to the Clerk, there will be a charge for copies. Please write the parcel ID or property address on a corner of a scanned photo for emails. Any image submitted as an email attachment will be subject to review and analysis of Buffalo County's IT Department prior to opening. An attachment may not be opened should the county's IT Department consider that attachment is a software/technology risk. If photos are submitted with protests that use the mail, drop box, or are done in person, please write the parcel ID or property address on the back of each photograph.

**Can I submit written argument(s) with my protest?**

Yes. They must be sent with the initial e-mailing. If done by attachment to an email, the attachment will be examined by IT as stated above.

**Can I submit additional evidence and/or arguments after my protest has been filed?**

After the initial filing of the valuation protest, no additional evidence or arguments can be sent with additional emails. Any evidence and/or argument can only be submitted at a scheduled in-person meeting with a referee.

**Can someone else file a real property valuation protest on my property?**

Yes, State law allows anyone the ability to file a real property valuation protest on any property. However, if the person signing the protest is a person authorized to protest on behalf of the owner, such person shall provide written authorization with the protest. If the person signing the protest is not an owner of the property or a person authorized to protest on behalf of the owner, the county clerk shall mail a copy of the protest to the owner of the property at the address to which the property tax statements are mailed.

**How and when will I be notified of the date, time, and place of hearing on my protest?** From the information provided by you as stated on your protest form, the Clerk will send you information regarding date, time, and place of your protest hearing. It is important that your email address be working. That email address or your postal delivery address will be used by the Clerk for scheduling meetings and sending notices of decisions.

As now set by that Board (as of late May 2020), valuation reviews by Board appointed Referees are to commence around June 15, 2020. Also, as now set by the Board (late May 2020), due public health directives, the Referees' review hearings are to occur at the Buffalo County Extension Office, located at 1400 East 34<sup>th</sup> Street, Kearney, Nebraska. Please use the west door of the building to access the hearing area.

**Who will hear tax valuation protests?**

Initially your protest will be scheduled to be reviewed before the BOE's Referees. These Referees have been appointed by the BOE to review and recommend to the Board 2020 valuations for the properties that have valuation protests.

Thereafter, the BOE will review the Referees' recommendations at a public hearing. Time schedules for the Board's review of the Referee's recommendations will be posted at the Buffalo County website.

**When will a determination be made on my protest?**

The BOE by statute, can meet from and after June 1, 2020, to and through July 25, 2020, to consider tax valuation protests, all done in public meetings. After the BOE receives a recommendation from the referees the BOE will review the evidence and recommendations of the referees. The BOE will either approve those recommendations or make a different value finding. Notification of the BOE's action will be mailed within ten (10) days of their final decision.

**What if I don't agree with the BOE's determination on my protest?**

If you are not satisfied with the BOE's valuation determination, you may file an appeal to the State Tax Equalization and Review Commission (TERC). You can use this website as an aid: <https://terc.nebraska.gov/appeal-process>

Moved by Loeffelholz and seconded by Higgins to adjourn the Board of Equalization and return to the regular meeting of the Board of Commissioners at 9:56 A.M. Upon roll call vote, the following Board members voted "Aye": Loeffelholz, Higgins, Klein, Kouba, Morrow, Reiter and McMullen. Motion declared carried.

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

<b>GENERAL FUND</b>			
ABC DRUG	MC	MEDICAL	92.05
ACCURATE CONTROLS	S	SERVICE	20,000.00
ACS	E	CONSTRUCTION	68,770.86
ADAMS COUNTY SHERIFF	E	SERVICE FEE	12.00
ADVANCED CORRECTIONAL HEALTH	MC	MEDICAL	6,774.55
ALL MAKES	SU	SUPPLIES	744.45
ALL SAFE INDUSTRIES	SU	SUPPLIES	4,545.08
AMERICAN ELECTRIC CO	SU	PARTS	16.33

AMERICAN SECURITY CABINETS	EQ	EQUIPMENT	2,123.00
MANDI J AMY	RE	REIMBURSE	45.00
ANCHOR PROMOTIONS	SU	SUPPLILES	3,534.97
ATS	S	REPAIR	189.31
AVCOMM SOLUTIONS	S	REPAIR	450.29
MICHAEL W BALDWIN	S	LEGAL	1,382.50
BAMFORD INC	S	SERVICE	145.80
MELODIE TURNER BELLAMY	S	LEGAL	1,121.00
BRAD W BIGELOW	S	LEGAL	150.00
BIOMETRIC SOLUTIONS	EQ	EQUIPMENT	4,990.00
BISHOP LAW	S	LEGAL	3,540.00
BLUE26 SECURITY	EQ	EQUIPMENT	3,200.00
BOB BARKER CO	SU	SUPPLIES	30.59
BOYS TOWN	E	JUVENILE SVC	1,401.56
BRAD RODGERS MD	MC	MEDICAL	17.56
JONATHAN R BRANDT	S	LEGAL	5,607.00
NATHAN BRECHT	RE	REIMBURSE	45.00
CHARLES BREWSTER	S	LEGAL	4,299.00
D. BRANDON BRINEGAR	RE	REIMBURSE	9.87
BRUNER FRANK SCHUMACHER	S	LEGAL	11,740.11
BS & K SIGNS	SU	SUPPLIES	780.00
BUFFALO CO ATTORNEY	RE	REIMBURSE	8,900.00
BUFFALO CO ATTORNEY'S OFFICE	E	EXPENSE	324.00
BUFFALO CO COURT	E	EXPENSE	1,149.00
BUFFALO CO SHERIFF	E	EXPENSES	1,652.74
DORIS BURBY	E	DEPOSITION	666.00
MICHAEL D CARPER	S	LEGAL	1,000.50
RYAN C CARSON	RE	REIMBURSE	45.00
CASH WA	SU	SUPPLIES	3.35
CEIA USA	EQ	EQUIPMENT	2,931.10
CENTRAL MEDIATION	RE	REIMBURSE	740.00
CENTRAL NE REPORTING	E	DEPOSITION	717.64
CENTURY LUMBER	SU	SUPPLIES	26.40
CENTURY 21	RT	RENT	210.00
CHARLESWORTH CONSULT	S	SERVICE	909.00
CHARM-TEX	SU	SUPPLIES	2,389.10
CHARTER COMMUNICATIONS	S	SERVICE	465.54
CHARTER COMMUNICATIONS	S	INTERNET SVCS	14.71
CHI HEALTH GOOD SAMARITAN	MC	MEDICAL	108.26
JENNIFER CHURCH	RE	REIMBURSE	45.00
CITY OF KEARNEY	U	UTILITIES	3,203.82
CITY OF KEARNEY	AP	BOND PAY	79,231.25
CITY OF KEARNEY	AP	EXPENSE	70,476.04
CLERK OF THE DISTRICT COURT	E	COURT COST	1,022.00
CLERK OF THE DISTRICT COURT	E	EXPENSE	250.90
CLEVENGER PROPANE	E	PROPANE	950.00
CLIPPER PUBLISHING	SU	SUPPLIES	63.00
COMFY BOWL	RT	EQ RENT	160.00
CONSOLIDATED MANAGEMENT	S	FOOD SVC	22,034.62
CONSTRUCTION RENTAL	RT	EQ RENT	211.60
CONTEMPORARY OBSTETRICS	MC	MEDICAL	102.80
COPYCAT PRINT	SY	SUPPLIES	151.59
CULLIGAN	S	SERVICE	346.00
CUSTER CO SHERIFF	S	SERVICE	124.48
CUSTOM CAGE OF MISSOURI	EQ	EQUIPMENT	3,385.00
CUTTING EDGE	S	CLEANING	275.00
DAN'S SANITATION	S	UTILITY	15.00
DENISE DANIELS	RE	REIMBURSE	45.00
DAS ST ACCOUNTING	S	SERVICE	41.60
DAS STATE ACCTNG-CENTRAL FINANCE	E	NETWORK SVC	1,340.00
DAWSON PUBLIC POWER DISTRICT	U	UTILITIES	3,235.36
DAMON DEEDS	RE	REIMBURSE	45.00
DENT POPPER	EQ	EQUIPMENT	4,400.00
DEPT OF PATHOLOGY-ST LOUIS UNIV	MC	MEDICAL	2,271.25
DESIGNER CRAFT WOODWORKING	E	FURNITURE	13,240.00

DEWALD DEEVER L'HEUREUX LAW	S	LEGAL	2,304.50
DHM ELECTRICAL	S	SERVICE	1,500.00
DOUGLAS CO SHERIFF	E	SERVICE	30.23
DUGAN PRINTING	SU	SUPPLIES	1,908.54
BRANDON J. DUGAN	RE	REIMBURSE	4.93
DYNAMIC IMAGING	E	SUPPORT	14,553.00
EAKES	SU	SUPPLIES	35,135.16
SHAWN EATHERTON	RE	REIMBURSE	45.00
ED BROADFOOT & SONS SAND	G	GRAVEL	19,640.00
EDUCATIONAL SERVICE UNIT NO 10	AP	TECH SUPPORT	19,226.67
EGAN SUPPLY	SU	SUPPLIES	407.98
ELECTION SYSTEM	E	BALLOTS	10,988.12
ELECTRONIC SYSTEMS	S	REPAIR	276.50
ENTERPRISE ELECTRIC	SU	PARTS	148.75
ESCHAT	E	SUBSCRIPTION	73.12
FANGMEYER ASCHWEGE & BESSE	S	COUNTY CRT	2,269.85
FARMERS COOP	SU	PARTS	160.06
PAUL FARRELL	RE	REIMBURSE	45.00
KARI FISK	RE	REIMBURSE	45.00
FRANKLIN CO SHERIFF	E	SVC FEE	44.70
FRONTIER	U	911 SVC	4,710.25
FYE LAW	S	LEGAL	5,874.20
STEPHEN A GAASCH	RE	REIMBURSE	14.00
GALLS, LLC	SU	UNIFORMS	457.54
GARRETT TIRES	S	REPAIRS	4,212.09
LANNY GERDES	RT	RENT	250.00
GLOBAL EQUIPMENT	SU	SUPPLIES	1,334.44
GOOD SAMARITAN HOSPITAL	MC	MEDICAL	10,690.00
GOVCONNECTION INC	EQ	EQUIPMENT	720.55
GRAHAM TIRE	S	REPAIRS	2,069.30
HALL CO SHERIFF'S OFFICE	E	SVC FEE	20.42
ANDREW W HOFFMEISTER	RE	REIMBURSE	45.00
HOLIDAY INN - KEARNEY	E	LODGING	779.35
HOLMES PLUMBING	SU	SUPPLIES	213.95
LISA R HUERTA	RE	REIMBURSE	45.00
INTEGRATED CONTROLS	SU	PARTS	92.00
INTEGRATED SECURITY	E	MAINTENANCE	668.00
INTELLICOM COMPUTER	E	EMAIL FILTER	444.00
ISAAC CONSTRUCTION	E	CONSTRUCTION	12,123.00
JACK LEDERMAN CO	S	SERVICE	280.56
JACK'S UNIFORMS	EQ	EQUIPMENT	934.28
JACOBSEN ORR LAW	S	LEGAL	6,880.65
JUSTICE WORKS	E	SUBSCRIPTION	96.00
KEARNEY CO SHERIFF'S OFFICE	E	SVC FEE	91.49
KEARNEY HUB	A	PUBLISHING	2,840.48
NICK KILLOUGH	RE	REIMBURSE	45.00
JEFFREY C KNAPP	E	COUNTY CRT	901.58
JEAN KNEESE	R	RETIREMENT	19.00
KONICA MINOLTA BUSINESS SOLUTIONS	AP	MAINTENANCE	3,338.39
KONICA MINOLTA PREMIER FINANCE	AP	COPIER LEASE	3,087.41
DOUG KRAMER	RE	REIMBURSE	45.00
KRONOS	S	MAINTENANCE	2,568.25
LANCASTER CO SHERIFF	E	SVC FEE	33.04
LAWSON PRODUCTS	SU	SUPPLIES	11.38
DR MICHAEL LAWSON	S	LEGAL	150.00
PATRICK LEE	RE	REIMBURSE	45.00
LEXISNEXIS RISK	E	EXPENSE	25.00
LIESKE, LIESKE & ENSZ	S	LEGAL	1,005.42
LINCOLN CO SHERIFF	E	SVC FEE	24.05
LIPS PRINTING	SU	SUPPLIES	132.50
LOCATION TECHNOLOGIES	E	MAP SUPPORT	388.00
STEPHEN G LOWE	S	LEGAL	802.50
LUTHER YELLOW ROBE	S	LEGAL	3,000.00
MALLORY SAFETY	SU	UNIFORMS	170.96
MARLATT MACHINE	S	SERVICE	281.25

JOHN MARSH	RE	REIMBURSE	45.00
MARSHALL & SWIFT/BOECKH	E	SUBSCRIPTION	757.20
BONNIE MARSHALL	RT	RENT	210.00
LYNN MARTIN	RE	REIMBURSE	45.00
MASTERS TRUE VALUE	SU	SUPPLIES	88.87
MATTHEW BENDER & CO	E	SUBSCRIPTION	469.61
SHARON MAULER	RE	REIMBURSE	45.00
JENNIFER R MCCARTER REPORT	S	LEGAL	336.00
ANGELA MCILNAY	RE	REIMBURSE	14.80
MICHAEL MEFFERD	RE	REIMBURSE	45.00
MENARDS	SU	SUPPLIES	3,943.19
MICRO KEY SOLUTIONS	S	MAINTENANCE	2,604.54
MICROFILM IMAGING	EQ	EQUIPMENT	682.00
MIDDLETON ELECTRIC	S	SERVICE	547.68
MIDWAY CHRYSLER DODGE JEEP	S	REPAIR	311.99
MIDWEST CONNECT	E	MAIL SVC	12,411.75
MIDWEST EMERGENCY	MC	MEDICAL	461.90
MIPS	AP	SERVICE	3,723.72
MIRROR IMAGE	S	MAINTENANCE	337.84
MOSTEK ELECTRIC	S	SERVICE	11,019.85
MOTOROLA SOLUTIONS	EQ	EQUIPMENT	37,726.72
NASCO	SU	SUPPLIES	1,363.90
NE CENTRAL TELEPHONE	U	PH SVC	331.88
NE HEALTH & HUMAN SVCS	E	PATIENT SVC	630.00
NE INSTITUTE OF FORENSIC	E	PATHOLOGY	2,833.00
NE PUBLIC POWER DIST	U	UTILITIES	475.90
NE PUBLIC POWER DISTRICT	U	UTILITIES	11,827.30
NEBRASKA.GOV	E	COPIES	23.00
NEBRASKALINK	U	INTERNET SVC	615.00
NEW PIG	SU	SUPPLIES	2,174.84
KRISTI NEWMAN	RE	REIMBURSE	44.16
NO LIMITS TOWER	S	SERVICE	4,998.00
NORTHWESTERN ENERGY	U	UTILITIES	2,297.80
O'KEEFE ELEVATOR	E	MAINTENANCE	431.67
OFFICE NET	SU	SUPPLIES	93.98
RITA R OLBERDING	E	TRANSCRIPTION	66.20
OWENS EDUCATIONAL SVCS	E	GPS SVC	1,868.18
NATE PEARSON	RE	REIMBURSE	45.00
PENNINGTON CO SHERIFF'S OFFICE	E	SVC FEE	53.01
PICTOMETRY INTERNATIONAL	E	CONTRACT	47,932.83
PLATTE VALLEY AUTO	E	VEHICLE PURCH	30,500.00
PLATTE VALLEY COMMUNICATIONS	S	SERVICE	7,831.34
ROLAND WHITNEY	E	CONTAINER	3,350.00
QUADIENT LEASING USA	E	LEASE	213.60
QUILL CORP	SU	SUPPLIES	41.23
KANE M RAMSEY	RE	REIMBURSE	45.00
RAVENNA SANITATION	S	SERVICE	507.00
REDMAN'S SHOES	SU	UNIFORM	55.00
REGION III BEHAVIORAL HEALTH SVCS	S	SERVICE	18,275.63
ILENE RICHARDSON	R	RETIREMENT	14.00
RYAN SAALFELD	RE	REIMBURSE	45.00
KIRK SCOTT	RE	REIMBURSE	45.00
DAVID SESNA	RE	REIMBURSE	25.00
SHERWIN WILLIAMS	SU	SUPPLIES	162.39
SHREDDING SOLUTIONS	E	SHREDDING	45.00
JEAN SIDWELL	RE	REIMBURSE	67.71
TRENTON SNOW, LLC	RT	EQ RENT	1,000.00
STAMM ROMERO & ASSOC	S	LEGAL	10,630.00
THOMAS S STEWART	S	LEGAL	2,520.00
STITCH 3 LLC	S	REPAIRS	153.00
SUBURBAN FIRE PROTECTION DIST #1	SU	SUPPLIES	2,824.93
ANNIE SWITZER	E	WITNESS	20.00
MICHAEL J SYNEK	S	LEGAL	1,222.10
THOMSON REUTERS - WEST	E	SUBSCRIPTION	422.58
THOMSON REUTERS - WEST	E	SUBSCRIPTION	6,570.83

THOMSON REUTERS-WEST	E	SUBSCRIPTION	594.10
THOMSON REUTERS - WEST	E	SUBSCRIPTION	516.71
TURNER BODY	S	REPAIR	537.80
REBECCA TVRDIK ANDERSON	S	LEGAL	2,006.25
TYE & ROWLING, PC	S	LEGAL	3,502.50
U S POSTMASTER	E	ENVELOPES	623.70
U.S. BANK	E	GEN FUND	31,392.54
U.S. BANK	E	EXPENSES	6.70
USA COMMUNICATION	U	INTERNET SVC	723.90
USPS - HASLER	E	POSTAGE	1,000.00
JERRY A. VAN WINKLE, PSYD	MC	MEDICAL	4,405.00
VERIZON WIRELESS	U	TELE SVC	921.94
VERIZON WIRELESS	U	CELL SVC	1,080.37
VERIZON WIRELESS	U	CELL SVC	1,591.82
VILLAGE OF ELM CREEK	E	INTERNET SVC	52.49
VILLAGE OF MILLER	U	UTILITIES	19.50
VILLAGE UNIFORM	S	CLEANING	72.36
VOIGT LAW	S	LEGAL	585.00
WALDINGER CORP	S	SERVICE	5,164.93
WALGREENS	MC	MEDICAL	25.49
WELLS FARGO	E	EXPENSE	15,720.68
WELLS FARGO	E	EXPENSE	5,000.00
WELLS FARGO	E	EXPENSE	17.01
WELLS FARGO	SU	SUPPLIES	766.58
WILKE'S TRUE VALUE	SU	SUPPLIES	89.80
WILLIAMS CLEANERS	S	CLEANING	125.00
WILLIAM R WILLIAMS	RE	REIMBURSE	182.85
MELISSA L WILLIS	RE	REIMBURSE	45.00
WROBLEWSKI FEED	E	SEED	57.00
MELANIE R YOUNG	RE	REIMBURSE	45.00
ERIC ZIKMUND	RE	REIMBURSE	45.00
ZOOM VIDEO	E	SOFTWARE SVC	2,431.94
ZORO TOOLS	SU	SUPPLIES	634.42
911 CUSTOM	SU	SUPPLIES	670.00
<b>ROAD FUND</b>			
ACE HARDWARE	SU	PARTS	30.56
ACE IRRIGATION	E	CULVERTS	46,734.54
ALL MAKES	SU	PARTS	7.74
ARROW SEED	SU	SUPPLIES	4,259.66
AUSSIE HYDRAULICS	SU	PARTS	174.57
ARNOLD MOTOR	SU	PARTS	1,553.82
BLESSING, LLC	E	CONCRETE	588.30
BOSSELMAN ENERGY	SU	EQ PARTS	1,473.12
BROADFOOT SAND	G	GRAVEL	39,479.00
BUFFALO CO TREASURER	E	EXPENSE	44.00
BUFFALO CO TREASURER	E	TAX	2,347.71
BUILDERS WAREHOUSE	SU	SUPPLIES	29.63
CARQUEST	SU	PARTS	3,945.54
COMFY BOWL	RT	EQ RENT	85.00
CONSTRUCTION RENTAL	RT	EQ RENT	247.46
CULLIGAN	S	SERVICE	40.50
CUMMINS SALES	S	REPAIR	1,531.50
DEERE & CO	E	TRACTOR	87,499.55
DIAMOND MOWERS	S	REPAIR	1,634.44
DIAMOND VOGEL PAINTS	E	TRAFFIC PAINT	33,400.00
EAKES	SU	SUPPLIES	467.17
ED BROADFOOT & SONS SAND	G	GRAVEL	12,593.09
ENVIRONMENTAL AIR TECH	E	OFFICE EQ	5,928.10
EQUIPMENT BLADES	EQ	EQUIPMENT	4,036.57
FARM PLAN	SY	PARTS	1,902.34
FARMERS CO-OP	F	FUEL	29.36
FORTNA EQUIP	SU	PARTS	117.50
FRIESEN CHEVROLET	S	REPAIR	444.29
GARRETT TIRES	S	REPAIR	5,898.12
INLAND TRUCK PARTS	SU	PARTS	502.68

INTEGRATED SECURITY	S	MAINTENANCE	2,314.00
KELLY SUPPLY	SU	PARTS	197.06
KIMBALL MIDWEST	SU	TOOLS	278.74
KULLY PIPE AND STEEL	SU	STEEL	3,221.39
LAWSON PRODUCTS	SU	SUPPLIES	1,395.42
LCL TRUCK EQUIP	EQ	EQUIPMENT	41,266.00
MASTERS TRUE VALUE	SU	SUPPLIES	67.26
MATHESON TRI-GAS	SU	SUPPLIES	553.65
MENARDS	SU	PARTS	103.86
MID NE AGGREGATE	G	GRAVEL	51,433.25
MID PLAINS EQUIPMENT	EQ	EQUIPMENT	7,400.00
MILLER & ASSOCIATES	E	ENGINEERING	8,753.20
MOHAWK RESOURCES	S	REPAIR	686.80
MUHLBACH SEEDS	E	EROSION CTRL	390.00
NE TRUCK CENTER	S	REPAIR	204.83
NEW SIOUX CITY IRON	SU	SUPPLIES	763.47
NMC, INC	E	MTR GRADERS	875,431.73
PLATTE VALLEY AUTO	S	REPAIR	49.00
PLATTE VALLEY COMMUNICATIONS	S	EQ REPAIR	3,532.89
POSTLE INDUSTRIES	SU	PARTS	2,963.61
POTTERS INDUSTRIES	E	MATERIALS	8,000.00
POWERPLAN-MURPHY	SU	PARTS	11,368.23
ROADRUNNER TIRE	S	REPAIR	340.00
SAFELITE FULFILLMENT	S	REPAIR	200.00
SAHLING KENWORTH	SU	PARTS	7,880.09
T & F SAND	G	GRAVEL	21,572.67
TROTTER INC	F	FUEL	75.00
TRUCK CENTER CO	SU	PARTS	2,639.03
U.S. BANK	E	EXPENSES	4,681.64
WERNER CONSTRUCTION	E	ASPHALT	345,636.88
WILKE'S TRUE VALUE	SU	SUPPLIES	49.01
WPCI	MC	MEDICAL	266.25
<b>VISITOR'S PROMOTION FUND</b>			
KEARNEY VISITOR'S BUREAU	E	EXPENSE	40,394.00
<b>VISITOR'S IMPROVEMENT FUND</b>			
KEARNEY VISITOR'S BUREAU	E	EXPENSE	40,394.00
<b>DEEDS PRESERVATION &amp; MODERNIZATION</b>			
MIPS	S	SERVICE	249.00
<b>HEALTH INSURANCE FUND</b>			
BCBS HEALTH CLAIM	MC	MEDICAL	257,493.54
<b>DRUG FORFEITURES</b>			
BAKER BALLISTICS	SU	SUPPLIES	19,980.00
<b>DISASTER FUND</b>			
OAK CREEK ENGINEERING	E	ENGINEERING	6,581.88
WILKE CONTRACTING	E	CONCRETE	124,093.80
<b>WEED DISTRICT</b>			
KEARNEY HUB	A	PUBLISHING	30.64
MENARDS	SU	SUPPLIES	188.76
<b>911 EMERGENCY SERVICE</b>			
CENTURYLINK	U	911 SERVICES	1,984.85
CENTURYLINK	U	INTERNET SVC	1,110.42
FRONTIER	U	308-188-0122	1,509.99
FRONTIER COMMUNICATIONS	U	E911 SVC	299.60
LANGUAGE LINE SVCS	U	PH SVC	96.22
MOTOROLA SOLUTIONS	E	1162304021 APR	56,925.78
NE CENTRAL TELEPHONE	U	PHONE SVC	109.99
PLATTE VALLEY COMMUNICATIONS	E	MAINTENANCE	1,417.67

**MAY ELECTION CLAIMS**

<b>GENERAL FUND</b>			
HEATH L AHRENS	E	ELECTION	159.63
ALTMAIER,JUDY L	E	ELECTION	122.56
J ROGER ANDERSON	E	ELECTION	134.06
JIMMI ANN ANDERSON	E	ELECTION	89.25
CARLOS E BARRON	E	ELECTION	152.19
WILLIAM H BEBB	E	ELECTION	147.56

JANET S BEERBOHM	E	ELECTION	149.88
WHITNEY M BENNE	E	ELECTION	25.00
BARBARA BERG	E	ELECTION	124.88
VICKI K BISSELL	E	ELECTION	124.88
KAREN J BOHAC	E	ELECTION	131.63
PATRICIA L BOWIE	E	ELECTION	129.50
JAN L BRANDT	E	ELECTION	124.88
SADIE M BRANDT	E	ELECTION	147.56
BRANSON, JAYDEN	E	ELECTION	124.88
LINDA C BRODINE	E	ELECTION	190.23
KRISTY L BUCHMEIER	E	ELECTION	127.19
HANNAH JO CARR	E	ELECTION	149.88
DONNA I CARSON	E	ELECTION	131.63
HEATHER M CHACON	E	ELECTION	152.19
GARY D CLARK	E	ELECTION	122.56
BRAYDON TONY PALMER CONELL	E	ELECTION	167.72
BARBRA A CULLEN	E	ELECTION	124.88
CONNIE DE JONGE	E	ELECTION	134.06
KELLY S DEWEESE	E	ELECTION	140.83
JAMES L DUBAS	E	ELECTION	147.56
MICHELLE L DUNCAN	E	ELECTION	117.94
VICKI K EGGEN	E	ELECTION	120.25
MAXINE C ERPELDING	E	ELECTION	124.88
DOROTHY J FARNHAM-TRIMBLE	E	ELECTION	127.19
GARY R FEIND	E	ELECTION	131.63
BARBARA J FIRME	E	ELECTION	134.13
KATHLEEN M FISHER	E	ELECTION	138.94
TERRY R FISHER	E	ELECTION	152.19
CLARISSA K FITZGERALD	E	ELECTION	147.56
KATHRYN J FITZGERALD	E	ELECTION	153.89
ROBERT F FITZGERALD	E	ELECTION	154.50
MARK J FORADORI	E	ELECTION	147.56
JAMES L FRUHLING	E	ELECTION	120.25
JAN L FRUHLING	E	ELECTION	122.56
KIM K GEISER	E	ELECTION	147.56
ELLEN L GEIST	E	ELECTION	134.13
MARY L GEORGE	E	ELECTION	149.88
JERRY W GLOYSTEIN	E	ELECTION	122.56
THERESA M HAGGE	E	ELECTION	134.13
JACK L HILD	E	ELECTION	149.88
ROXANNE L HINRICHS	E	ELECTION	147.56
TERESA A HONGSERMEIER	E	ELECTION	145.25
HOUSER, TANNER O	E	ELECTION	25.00
HOUSER, AUSTIN	E	ELECTION	25.00
DARRIN JAMES HUNT	E	ELECTION	149.88
SUSAN E JASNOCH	E	ELECTION	122.56
DEANNA D JESSE	E	ELECTION	124.88
PAMELA J JOHN	E	ELECTION	199.75
DARLA J JUHL	E	ELECTION	147.56
LORAIN KEEHN	E	ELECTION	122.56
JUNE L KENTON	E	ELECTION	127.19
LARRY L KENTON	E	ELECTION	127.19
LAURA MAE KING	E	ELECTION	113.31
MYRA E KING	E	ELECTION	168.43
LEANN KLEIN	E	ELECTION	205.75
JEAN L KOLBO	E	ELECTION	131.63
DEBRA J KRATOCHVIL	E	ELECTION	147.56
HEIDI L LA CLAIR	E	ELECTION	126.75
LACLAIR, CARROLL	E	ELECTION	20.81
MARGARET A LANDON	E	ELECTION	131.63
AUTUMN L LANGEMEIER	E	ELECTION	167.72
ELIZABETH LOCKHORN	E	ELECTION	117.94
PATRICIA M LOEFFELHOLZ	E	ELECTION	188.83
CASEY ALEXANDER LOOMIS	E	ELECTION	174.05
BROOKE NICOLE LUNDELL	E	ELECTION	149.88
VONDA K LUNDELL	E	ELECTION	131.63
DEANNA D MALZACHER	E	ELECTION	124.88
DIANA L MARLATT	E	ELECTION	131.63
ERDLEY S MATTESON	E	ELECTION	131.63
JEANNE M MAY	E	ELECTION	149.59
HALEY M MAZOUR	E	ELECTION	149.88

MCGREGOR, KYLA	E	ELECTION	127.19
CINDRA C MCNIEL	E	ELECTION	156.63
ROSALEE M MICKELSEN	E	ELECTION	124.88
JUDY I MILLER	E	ELECTION	127.19
JOHN R MITCHELL	E	ELECTION	129.06
JEAN M MOORE	E	ELECTION	129.50
LARRY D MUEGGENBERG	E	ELECTION	124.88
CONNIE R NELSEN	E	ELECTION	120.25
DEBRA S NICHOLS	E	ELECTION	129.19
LAUREN M O'BRIEN	E	ELECTION	120.25
CARLA L OGORZOLKA	E	ELECTION	181.93
KYLEE DANIELE OLSON	E	ELECTION	147.56
KATHRYN A OLSUFKA	E	ELECTION	122.56
BONNIE PABIAN	E	ELECTION	117.94
JOANNE M PAITZ	E	ELECTION	173.30
DEBORAH LEE POGGIOLI	E	ELECTION	25.00
JOSEPH A POGGIOLI JR	E	ELECTION	149.88
JULIA LEE POGGIOLI	E	ELECTION	360.00
BLAKE ALLEN PRUSIA	E	ELECTION	25.00
DEBORA L QUINN	E	ELECTION	25.00
LA DONNA S RAMIREZ	E	ELECTION	147.56
KATHRYN J RAYBURN	E	ELECTION	160.51
DEBRA L REICHERT-ROBBINS	E	ELECTION	25.00
GWENDOLYN REITER	E	ELECTION	134.06
KAREN R REITER	E	ELECTION	134.06
REMMERS, BAILEE	E	ELECTION	25.00
LAURA J RIDDER	E	ELECTION	380.65
DEE M RISKOWSKI	E	ELECTION	122.56
KIMBRA L ROBERTS	E	ELECTION	131.63
VICTORIA L ROEDER	E	ELECTION	149.88
CALEB M ROHRER	E	ELECTION	149.88
LINDA J ROYLE	E	ELECTION	145.25
MARGIE R RUDER	E	ELECTION	122.56
CYNTHIA A RYAN	E	ELECTION	124.88
CHERYL E SCARBOROUGH	E	ELECTION	124.88
JANENE K SCHAKE	E	ELECTION	168.56
RONALD J SCHNEIDER	E	ELECTION	147.56
ANDREA T SCHROEDER	E	ELECTION	159.13
CATHY JEAN SCHROEDER	E	ELECTION	120.25
IRMA M SCHROEDER	E	ELECTION	188.53
SHARON K SCHUKEI	E	ELECTION	157.15
JOYCE A SEARS	E	ELECTION	142.94
MARGARET E SEIDLITZ	E	ELECTION	124.88
JUDITH G SHELDON	E	ELECTION	124.88
SLUTI, ELAINE	E	ELECTION	124.88
JOAN C. SMITH	E	ELECTION	122.56
LEON E STALL	E	ELECTION	147.56
MACEY MARIE STALL	E	ELECTION	156.81
KARI L TAUBENHEIM	E	ELECTION	149.88
KAY I THOMPSON	E	ELECTION	124.88
REBECCA S THORNTON	E	ELECTION	122.56
CAROL J WHITESEL	E	ELECTION	124.88
SALLY G WHITTAKER	E	ELECTION	120.25
KRISTA K WIESTER	E	ELECTION	149.88
KARLA M WILD	E	ELECTION	147.56
SANDRA L WINTERMOTE	E	ELECTION	175.03
GLORIA J ZELLER	E	ELECTION	138.31

Chairman McMullen called for Citizen's forum and no one was present.

Chairman McMullen asked if there was anything else to come before the Board at 9:57 A.M. before he declared the meeting adjourned until the regular meeting at 9:00 A.M. on Tuesday, June 9, 2020.

ATTEST:

\_\_\_\_\_  
William McMullen, Chairman  
Buffalo County Board of Commissioners

\_\_\_\_\_  
Janice I. Giffin  
Buffalo County Clerk

(SEAL)

**PAYROLL RATIFICATION JUNE 5, 2020**

<b><u>GENERAL FUND</u></b>			
NET PAYROLL			274,705.25
AMERICAN FAMILY LIFE	I	PREMIUMS	1,028.41
RETIREMENT PLANS AMERITAS	R	EMPE RET	45,988.98
BUFFALO CO TREAS/WELLNESS	I	PREMIUMS	40.00
BUFFALO CO TREASURER	I	PREMIUMS	104,570.50
FIRST CONCORD	E	FLEX FUND	4,298.65
FIRST NATIONAL BANK	T	FEDERAL TAX	93,115.71
KEARNEY UNITED WAY	E	DONATIONS	102.67
KATHLEEN A LAUGHLIN	E	GARNISH	356.00
MADISON NATIONAL	I	PREMIUMS	592.81
MADISON NATIONAL	I	LT DISABILITY	315.77
MASSMUTUAL	I	DEFERRED COMP	1,175.00
NATIONWIDE RETIREMENT	I	DEFERRED COMP	305.00
NE CHILD SUPPORT PAYMENT	E	CHILD SUPPORT	450.00
PRINCIPAL	E	DENTAL	2,741.59
STATE OF NE	T	STATE TAX	15,501.83
VISION SERVICE PLAN	E	EMPE VSP EYE	746.91
<b><u>ROAD FUND</u></b>			
NET PAYROLL			53,978.87
AMERICAN FAMILY LIFE	I	PREMIUMS	923.14
RETIREMENT PLANS AMERITAS	R	EMPE RET	8,492.59
BUFFALO CO TREASURER	I	PREMIUMS	2,769.50
FIRST CONCORD	E	FLEX FUND	784.71
FIRST NATIONAL BANK	T	FEDERAL TAX	16,047.68
MADISON NATIONAL	I	PREMIUMS	163.65
MADISON NATIONAL	I	LT DISABILITY	120.51
NATIONWIDE RETIREMENT	R	DEFERRED COMP	272.50
NE CHILD SUPPORT	E	CHILD SUPPORT	342.00
PRINCIPAL	E	DENTAL	921.39
STATE OF NE	T	STATE TAX	2,337.23
VISION SERVICE PLAN	E	EMPE VSP EYE	213.12
<b><u>WEED DEPARTMENT</u></b>			
NET PAYROLL			4,722.45
RETIREMENT PLANS AMERITAS	R	EMPE RET	744.03
BUFFALO CO TREASURER	I	PREMIUMS	248.00
FIRST CONCORD	E	FLEX FUND	30.00
FIRST NATIONAL BANK	T	FEDERAL TAX	1,517.32
MADISON NATIONAL	I	LT DISABILITY	3.72
PRINCIPAL	E	DENTAL	41.16
STATE OF NE	T	STATE TAX	234.86

BUFFALO COUNTY TREASURER'S OFFICE  
Fund Balance Report printed on 06/02/2020 12:22:57P  
Statement created for 05/01/2020 to 05/31/2020

Fund	Description	Beginning Balance	Collections	Disbursements	Ending Balance
100	COUNTY GENERAL	8,599,727.01	1,191,277.08	-1,955,864.72	7,835,139.37
200	COUNTY ROAD	533,865.61	1,605,804.81	-1,832,092.49	307,577.93
650	HIGHWAY BRIDGE BUYBACK	1,250,561.79	0.00	0.00	1,250,561.79
900	VISITOR'S PROMOTION	40,394.63	25,081.66	-40,394.00	25,082.29
995	VISITOR'S PROMOTION IMPROVEMENT	40,394.98	25,081.66	-40,394.00	25,082.64
1150	DEEDS PRESERVATION & MODERNIZATION	132,389.53	3,135.50	-249.00	135,276.03
1275	HEALTH RESERVE FUND	1,197,713.22	217,656.00	-257,493.54	1,157,875.68
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	43,656.12	826.37	0.00	44,482.49
2356	STOP PROGRAM	38,415.08	0.00	0.00	38,415.08
2360	DRUG FORFEITURE	909,839.13	686.51	-19,980.00	890,545.64
2370	FEDERAL EQUITABLE SHARING	177.06	0.00	0.00	177.06
2500	COUNTY FEDERAL GRANTS	2,016.59	3,500.00	0.00	5,516.59
2575	DISASTER FUND	218,291.66	0.00	-130,675.68	87,615.98
2605	COMMUNITY DEVELOPMENT GRANT	0.00	0.00	0.00	0.00
2650	RECOVERY ZONE REBATE FUND	0.00	7,278.97	0.00	7,278.97
2700	INHERITANCE TAX	5,615,146.92	217,374.76	0.00	5,832,521.68
2913	911 WIRELESS SERVICE FUND	62,451.20	9,909.70	0.00	72,360.90
3700	COUNTY BOND LEVY	832,473.10	160,178.44	0.00	992,651.54
3800	RECOVERY ZONE BOND PAYMENT	202,362.99	0.00	-17,189.70	185,173.29
5400	COUNTY WEED	9,253.18	25,000.00	-15,301.76	18,951.42
5907	911 EMERGENCY SERVICES	470,171.10	26,646.97	-63,454.52	433,363.55
6001	STATE GENERAL	149,913.24	153,558.84	-149,720.07	153,752.01
6002	STATE TITLES	0.00	0.00	0.00	0.00
6009	STATE SALES TAX MV	106,379.42	102,969.94	-106,379.42	102,969.94
6016	REVENUE SALES TAX ROAD DEPARTMENT	28.48	50.17	0.00	78.65
6021	STATE TIRE TAX	194.00	165.00	-194.00	165.00
6101	SD101 SEM GENERAL	152,047.44	72,760.37	-152,047.44	72,760.37
6102	SD2 GIBBON GENERAL	1,578,826.16	544,909.17	-1,578,826.16	544,909.17
6103	SD119 AMHERST GENERAL	572,211.61	322,722.42	-572,211.61	322,722.42
6105	SD105 PLEASANTON GENERAL	623,063.31	329,184.10	-623,063.31	329,184.10
6107	SD7 KEARNEY GENERAL	13,140,757.62	3,016,181.81	-13,140,757.62	3,016,181.81
6109	SD9 ELM CREEK GENERAL	803,435.18	279,025.74	-803,435.18	279,025.74
6110	SD100 CENTURA GENERAL	94,076.84	55,412.94	-94,076.84	55,412.94
6119	SD19 SHELTON GENERAL	903,280.32	281,310.96	-903,280.32	281,310.96
6144	SD44 ANSLEY GENERAL	3,419.67	16,740.82	-3,419.67	16,740.82

SHARON K. MAULER  
CLERK OF THE DISTRICT COURT

MONTHLY FEE REPORT  
for the Month of May, 2020

ACCOUNT DESCRIPTION	TOTAL AMOUNT
Filing Fee, Civil	630.00
Filing Fee, Criminal	00.00
Filing Fee, Judgment	900.00
Filing Fee, Criminal Appeal	00.00
Complete Records	933.00
Issuance of Writ	15.00
Reg. Work Comp. Judgment	00.00
Copies	14.00
Postage	00.00
Fax Fees	00.00
Publishing Fees	00.00
Transcript Fee/Seal Cert	1.00
Bad Check Fee	00.00
Bond 10%	15.00
Bond Forfeiture	00.00
County Court Fees	378.03
Passport Processing Fee	175.00

Grand Total \$ 3061.03

Total for May, 2020 3061.03  
Total for January thru May, 2020 23345.93

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 June, 2020.



*Cheryl S. Stabenow*  
Notary Public

FILED  
6/1/2020  
BUFFALO CO CLERK

## REFEREE AGREEMENT

THIS AGREEMENT, made and entered into this 31 day of March, 2020, by and between John Kealey [hereinafter referred to as "Referee"] and the County of Buffalo, Nebraska [hereinafter referred to as "County"].

WHEREAS, Neb. Rev. Stat. § 77-1502, as amended, requires that the Buffalo County Board of Equalization ["Board of Equalization"] shall hold a session for the purpose of reviewing and deciding protests filed pursuant thereto; and

WHEREAS, Neb. Rev. Stat. § 77-1502.01, as amended, authorizes the Board of Equalization to appoint one or more suitable persons to act as referees to hear protests in the first instance and to transmit to the Board of Equalization all papers relating to such protests, together with written findings and recommendations; and

WHEREAS, the County, to accommodate the volume of protests and to afford each taxpayer ample opportunity for meaningful hearing before a qualified individual, has determined that it shall appoint referees to hear the protests filed for the 2020 tax year; and

WHEREAS, Referee possesses certain skills, experience, education and competency to perform said services, and the County desires to engage Referee to such services upon the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1. County agrees to employ Referee and Referee agrees to perform the services hereinafter set forth.
2. County agrees to employ the Referee, as such services are required, to conduct hearings and make findings pursuant to Neb. Rev. Stat. §77-1502. Referee agrees to hear said protests in the manner provided for the hearing of protests by the County Board of Equalization. In providing such services, Referee shall be under the direct supervision and control of the Referee Coordinator hired by the County. All services provided by Referee shall be in strict compliance with the directions of said Referee Coordinator.

3. For the services provided pursuant to the terms of this Agreement, County agrees to reimburse Referee at the rate of \$ 135 per hour. Any time spent for transportation to and from the work site, for meals, for resting periods, or for any other purpose or purposes not directly and necessarily related to provision of services pursuant to this Agreement shall not be considered working hours. Referee will be paid fifty-four (\$0.54) cents per mile for a reasonable amount of mileage for use of a personal vehicle for those purposes which are necessary and directly related to the provision of the services provided pursuant to the terms of this Agreement. The Referee shall not commence work under this Agreement until he/she has provided the County with proof of automobile insurance.

4. It is specifically understood and agreed that Referee shall be an independent contractor and shall not be an employee of Buffalo County. The compensation to be paid Referee pursuant to the terms of Paragraph 3 shall represent the sole consideration for the services of the Referee and except as specifically provided in Paragraph 3, County shall not be responsible for the payment of any expenses nor shall the County be responsible for the provision of any insurance, fringe benefits or applicable taxes. Referee shall be responsible for submitting to the County, through the Referee Coordinator, an itemized statement detailing the number of hours and services provided, the rate of reimbursement, the dates and times at which services were provided, and the specific nature of such services. Said itemized statements shall be subject to the approval of the Referee Coordinator, who, in his discretion, may disallow any or all of the reimbursement claimed in the event that Referee fails to provide such services in a proper and timely manner. The County shall reimburse Referee within a reasonable time following receipt of said itemized statements approved by the Referee Coordinator.

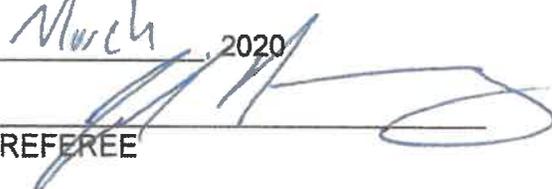
5. The Referee shall indemnify and hold harmless the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, civil rights liability, sickness, disease, death, or damage to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Referee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Referee to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the negligence of Buffalo County, Nebraska.

6. The County Board, through the Referee Coordinator, may terminate this Agreement at any time by giving written notice to the Referee and specifying the effective date of such termination.

7. It is hereby specifically understood and agreed that any protests in which Referee or any agent, employee, or business associate of Referee is involved on behalf of the taxpayer, either directly or indirectly, in any advisory, professional, or other capacity, shall not be heard by Referee. In such cases, Referee shall immediately declare a conflict of interest and shall inform the taxpayer that he or she will, at the discretion of the Referee Coordinator, have the protest heard by a disinterested Referee, by the Referee Coordinator, or directly by the Board of Equalization pursuant to the provisions of Neb. Rev. Stat. § 77-1502.

8. All documents received or prepared by the Referee in connection with the services provided pursuant to the terms of this Agreement shall be considered the property of the County, shall be included in the protest packet and shall be turned over to the County at or before the time at which the Referee submits his or her itemized statement for reimbursement.

9. In connection with the performance of the activities provided herein, the parties agree that they shall not discriminate against an employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

EXECUTED BY REFEREE this 31 day of March, 2020  
By:   
REFEREE

EXECUTED BY THE COUNTY OF BUFFALO, NEBRASKA, this \_\_\_\_ day of \_\_\_\_\_, 2020.

THE BOARD OF COUNTY COMMISSIONERS  
OF BUFFALO COUNTY, NEBRASKA

By: \_\_\_\_\_

APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Buffalo County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## REFEREE AGREEMENT

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of June, 2020, by and between Lynne L. Heiden [hereinafter referred to as "Referee"] and the County of Buffalo, Nebraska [hereinafter referred to as "County"].

WHEREAS, Neb. Rev. Stat. § 77-1502, as amended, requires that the Buffalo County Board of Equalization ["Board of Equalization"] shall hold a session for the purpose of reviewing and deciding protests filed pursuant thereto; and

WHEREAS, Neb. Rev. Stat. § 77-1502.01, as amended, authorizes the Board of Equalization to appoint one or more suitable persons to act as referees to hear protests in the first instance and to transmit to the Board of Equalization all papers relating to such protests, together with written findings and recommendations; and

WHEREAS, the County, to accommodate the volume of protests and to afford each taxpayer ample opportunity for meaningful hearing before a qualified individual, has determined that it shall appoint referees to hear the protests filed for the 2020 tax year; and

WHEREAS, Referee possesses certain skills, experience, education and competency to perform said services, and the County desires to engage Referee to such services upon the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1. County agrees to employ Referee and Referee agrees to perform the services hereinafter set forth.
2. County agrees to employ the Referee, as such services are required, to conduct hearings and make findings pursuant to Neb. Rev. Stat. §77-1502. Referee agrees to hear said protests in the manner provided for the hearing of protests by the County Board of Equalization. In providing such services, Referee shall be under the direct supervision and control of the Referee Coordinator hired by the County. All services provided by Referee shall be in strict compliance with the directions of said Referee Coordinator.

3. For the services provided pursuant to the terms of this Agreement, County agrees to reimburse Referee at the rate of \$135.00 per hour. Any time spent for transportation to and from the work site, for meals, for resting periods, or for any other purpose or purposes not directly and necessarily related to provision of services pursuant to this Agreement shall not be considered working hours. Referee will be paid fifty-four (\$0.54) cents per mile for a reasonable amount of mileage for use of a personal vehicle for those purposes which are necessary and directly related to the provision of the services provided pursuant to the terms of this Agreement. The Referee shall not commence work under this Agreement until he/she has provided the County with proof of automobile insurance.

4. It is specifically understood and agreed that Referee shall be an independent contractor and shall not be an employee of Buffalo County. The compensation to be paid Referee pursuant to the terms of Paragraph 3 shall represent the sole consideration for the services of the Referee and except as specifically provided in Paragraph 3, County shall not be responsible for the payment of any expenses nor shall the County be responsible for the provision of any insurance, fringe benefits or applicable taxes. Referee shall be responsible for submitting to the County, through the Referee Coordinator, an itemized statement detailing the number of hours and services provided, the rate of reimbursement, the dates and times at which services were provided, and the specific nature of such services. Said itemized statements shall be subject to the approval of the Referee Coordinator, who, in his discretion, may disallow any or all of the reimbursement claimed in the event that Referee fails to provide such services in a proper and timely manner. The County shall reimburse Referee within a reasonable time following receipt of said itemized statements approved by the Referee Coordinator.

5. The Referee shall indemnify and hold harmless the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, civil rights liability, sickness, disease, death, or damage to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Referee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Referee to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the negligence of Buffalo County, Nebraska.

6. The County Board, through the Referee Coordinator, may terminate this Agreement at any time by giving written notice to the Referee and specifying the effective date of such termination.

7. It is hereby specifically understood and agreed that any protests in which Referee or any agent, employee, or business associate of Referee is involved on behalf of the taxpayer, either directly or indirectly, in any advisory, professional, or other capacity, shall not be heard by Referee. In such cases, Referee shall immediately declare a conflict of interest and shall inform the taxpayer that he or she will, at the discretion of the Referee Coordinator, have the protest heard by a disinterested Referee, by the Referee Coordinator, or directly by the Board of Equalization pursuant to the provisions of Neb. Rev. Stat. § 77-1502.

8. All documents received or prepared by the Referee in connection with the services provided pursuant to the terms of this Agreement shall be considered the property of the County, shall be included in the protest packet and shall be turned over to the County at or before the time at which the Referee submits his or her itemized statement for reimbursement.

9. In connection with the performance of the activities provided herein, the parties agree that they shall not discriminate against an employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

EXECUTED BY REFEREE this 1<sup>st</sup> day of June, 2020.

By:

*Stephan H. Hansen*  
REFEREE

EXECUTED BY THE COUNTY OF BUFFALO, NEBRASKA, this \_\_\_\_ day of \_\_\_\_\_, 2020.

THE BOARD OF COUNTY COMMISSIONERS  
OF BUFFALO COUNTY, NEBRASKA

By:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Buffalo County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## REFEREE AGREEMENT

THIS AGREEMENT, made and entered into this 29<sup>th</sup> day of May, 2020, by and between David F. Malone [hereinafter referred to as "Referee"] and the County of Buffalo, Nebraska [hereinafter referred to as "County"].

WHEREAS, Neb. Rev. Stat. § 77-1502, as amended, requires that the Buffalo County Board of Equalization ["Board of Equalization"] shall hold a session for the purpose of reviewing and deciding protests filed pursuant thereto; and

WHEREAS, Neb. Rev. Stat. § 77-1502.01, as amended, authorizes the Board of Equalization to appoint one or more suitable persons to act as referees to hear protests in the first instance and to transmit to the Board of Equalization all papers relating to such protests, together with written findings and recommendations; and

WHEREAS, the County, to accommodate the volume of protests and to afford each taxpayer ample opportunity for meaningful hearing before a qualified individual, has determined that it shall appoint referees to hear the protests filed for the 2020 tax year; and

WHEREAS, Referee possesses certain skills, experience, education and competency to perform said services, and the County desires to engage Referee to such services upon the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1. County agrees to employ Referee and Referee agrees to perform the services hereinafter set forth.
2. County agrees to employ the Referee, as such services are required, to conduct hearings and make findings pursuant to Neb. Rev. Stat. §77-1502. Referee agrees to hear said protests in the manner provided for the hearing of protests by the County Board of Equalization. In providing such services, Referee shall be under the direct supervision and control of the Referee Coordinator hired by the County. All services provided by Referee shall be in strict compliance with the directions of said Referee Coordinator.

3. For the services provided pursuant to the terms of this Agreement, County agrees to reimburse Referee at the rate of \$135 per hour. Any time spent for transportation to and from the work site, for meals, for resting periods, or for any other purpose or purposes not directly and necessarily related to provision of services pursuant to this Agreement shall not be considered working hours. Referee will be paid fifty-four (\$0.54) cents per mile for a reasonable amount of mileage for use of a personal vehicle for those purposes which are necessary and directly related to the provision of the services provided pursuant to the terms of this Agreement. The Referee shall not commence work under this Agreement until he/she has provided the County with proof of automobile insurance.

4. It is specifically understood and agreed that Referee shall be an independent contractor and shall not be an employee of Buffalo County. The compensation to be paid Referee pursuant to the terms of Paragraph 3 shall represent the sole consideration for the services of the Referee and except as specifically provided in Paragraph 3, County shall not be responsible for the payment of any expenses nor shall the County be responsible for the provision of any insurance, fringe benefits or applicable taxes. Referee shall be responsible for submitting to the County, through the Referee Coordinator, an itemized statement detailing the number of hours and services provided, the rate of reimbursement, the dates and times at which services were provided, and the specific nature of such services. Said itemized statements shall be subject to the approval of the Referee Coordinator, who, in his discretion, may disallow any or all of the reimbursement claimed in the event that Referee fails to provide such services in a proper and timely manner. The County shall reimburse Referee within a reasonable time following receipt of said itemized statements approved by the Referee Coordinator.

5. The Referee shall indemnify and hold harmless the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, civil rights liability, sickness, disease, death, or damage to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Referee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Referee to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the negligence of Buffalo County, Nebraska.

6. The County Board, through the Referee Coordinator, may terminate this Agreement at any time by giving written notice to the Referee and specifying the effective date of such termination.

7. It is hereby specifically understood and agreed that any protests in which Referee or any agent, employee, or business associate of Referee is involved on behalf of the taxpayer, either directly or indirectly, in any advisory, professional, or other capacity, shall not be heard by Referee. In such cases, Referee shall immediately declare a conflict of interest and shall inform the taxpayer that he or she will, at the discretion of the Referee Coordinator, have the protest heard by a disinterested Referee, by the Referee Coordinator, or directly by the Board of Equalization pursuant to the provisions of Neb. Rev. Stat. § 77-1502.

8. All documents received or prepared by the Referee in connection with the services provided pursuant to the terms of this Agreement shall be considered the property of the County, shall be included in the protest packet and shall be turned over to the County at or before the time at which the Referee submits his or her itemized statement for reimbursement.

9. In connection with the performance of the activities provided herein, the parties agree that they shall not discriminate against an employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

EXECUTED BY REFEREE this 22<sup>nd</sup> day of May, 2020.

By: [Signature]  
REFEREE

EXECUTED BY THE COUNTY OF BUFFALO, NEBRASKA, this \_\_\_\_ day of \_\_\_\_\_, 2020.

THE BOARD OF COUNTY COMMISSIONERS  
OF BUFFALO COUNTY, NEBRASKA

By: \_\_\_\_\_

APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Buffalo County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**YOUR VSP VISION BENEFITS SUMMARY**

NACO BENEFIT SERVICES and VSP provide you with an affordable vision plan.

**PROVIDER NETWORK:**

VSP Choice

**EFFECTIVE DATE:**

07/01/2020



Benefit	Description	Copay	Frequency
<b>Your Coverage with a VSP Provider</b>			
<b>WellVision Exam</b>	<ul style="list-style-type: none"> <li>Focuses on your eyes and overall wellness</li> </ul>	\$10	Every 12 months
<b>PRESCRIPTION GLASSES</b>		\$25	See frame and lenses
<b>Frame</b>	<ul style="list-style-type: none"> <li>\$185 allowance for a wide selection of frames</li> <li>\$205 allowance for featured frame brands</li> <li>20% savings on the amount over your allowance</li> <li>\$100 Costco® frame allowance</li> </ul>	Included in Prescription Glasses	Every 12 months
<b>Lenses</b>	<ul style="list-style-type: none"> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Polycarbonate lenses for dependent children</li> </ul>	Included in Prescription Glasses	Every 12 months
<b>Lens Enhancements</b>	<ul style="list-style-type: none"> <li>UV Coating</li> <li>Standard progressive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 20-25% on other lens enhancements</li> </ul>	\$0 \$0 \$95 - \$105 \$150 - \$175	Every 12 months
<b>Contacts (instead of glasses)</b>	<ul style="list-style-type: none"> <li>\$140 allowance for contacts; copay does not apply</li> <li>Contact lens exam (fitting and evaluation)</li> </ul>	Up to \$60	Every 12 months
<b>DIABETIC EYECARE PLUS PROGRAM</b>	<ul style="list-style-type: none"> <li>Services related to diabetic eye disease, glaucoma and age-related macular degeneration (AMD). Retinal screening for eligible members with diabetes. Limitations and coordination with medical coverage may apply. Ask your VSP doctor for details.</li> </ul>	\$20	As needed
<b>EXTRA SAVINGS</b>	<b>Glasses and Sunglasses</b> <ul style="list-style-type: none"> <li>Extra \$20 to spend on featured frame brands. Go to <a href="http://vsp.com/offers">vsp.com/offers</a> for details.</li> <li>20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam.</li> </ul>		
	<b>Retinal Screening</b> <ul style="list-style-type: none"> <li>No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li> </ul>		
	<b>Laser Vision Correction</b> <ul style="list-style-type: none"> <li>Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> </ul>		
<b>Your Monthly Contribution</b>	\$8.51 Member only    \$17.09 Member + spouse    \$21.00 Member + child(ren)    \$28.17 Member + family		

**YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS**

Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.

Coverage with a retail chain may be different or not apply. Once your benefit is effective, visit [vsp.com](http://vsp.com) for details. VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

\*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.

©2019 Vision Service Plan. All rights reserved.  
 VSP, VSP Vision Care for life, Eyeconic, and WellVision Exam are registered trademarks, VSP Diabetic Eyecare Plus Program is servicemark of Vision Service Plan. Flexon is a registered trademark of Marchon Eyewear, inc. All other brands or marks are the property of their respective owners.

## NACO Benefit Services VSP Vision Block Participation Agreement

\_\_\_\_\_ agrees to participate in the NACO Benefit Services  
VSP Vision Block effective July 1, 2020.

Monthly rates below are guaranteed until July 1, 2023:

Employee Only	\$8.51
Employee + Spouse	\$17.09
Employee + Child(ren)	\$21.00
Employee + Family	\$28.17

\_\_\_\_\_  
County

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **Billing Contact**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

### **Eligibility Contact**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

April 2020

Janice Giffin  
County Clerk  
Buffalo County  
1512 Central Avenue / PO Box 1270  
Kearney, NE 68848-1270

Indiana Office  
9100 Meridian Square  
50 East 91st Street  
Suite 315  
Indianapolis, IN 46240

Michigan Offices  
310 East Michigan Avenue  
Suite 503  
Kalamazoo, MI 49007

RE: Insurance Renewal for Buffalo County, Group # 020340  
Life and Long-Term Disability, Madison National Life Insurance Company, Inc.  
Carrier Policy # 4185, NIS Policy # 8282; Carrier Policy # 1271, NIS Policy # 7800

43120 Utica Road  
Suite 400  
Sterling Heights, MI 48314

Dear Ms. Giffin:

The Life and Long-Term Disability Insurance renews July 1, 2020. I am pleased to inform you that Madison National Life Insurance Company, Inc. has determined that a rate adjustment is not needed. Your renewal rates are as follows:

120 East Liberty  
Suite 220  
Ann Arbor, MI 48104

**Life and AD&D**

Class Title	Current Rate Per \$1,000 of Coverage	Renewal Rate Per \$1,000 of Coverage	Impact
All Classes	\$0.20/\$0.03	\$0.20/\$0.03	Pass/Pass

Minnesota Office  
14852 Scenic Heights Road  
Suite 210  
Eden Prairie, MN 55344

**Supplemental Life**

Class Title	Current Rate Per \$1,000 of Coverage	Renewal Rate Per \$1,000 of Coverage	Impact
All Classes	Age Rated	Age Rated	Pass

Nebraska Office  
9202 West Dodge Road  
Suite 302  
Omaha, NE 68114

**Supplemental AD&D**

Class Title	Current Rate Per \$1,000 of Coverage	Renewal Rate Per \$1,000 of Coverage	Impact
All Classes	\$0.03	\$0.03	Pass

Pennsylvania Office  
375 Southpointe Blvd  
Suite 220  
Canonsburg, PA 15317

**Dependent Life**

Class #	Class Title	Current Rate Per Unit Per Month	Renewal Rate Per Unit Per Month	Impact
01	ALL ELIGIBLE EMPLOYEES			
	Option 1	\$3.11	\$3.11	Pass
	Option 2	\$6.21	\$6.21	Pass

**Long-Term Disability**

Class Title	Current Rate Per Person Per Month	Renewal Rate Per Person Per Month	Impact
All Classes	\$2.27	\$2.27	Pass

**Long-Term Disability Buy-Up**

Class Title	Current Rate Per \$100 of Covered Payroll	Renewal Rate Per \$100 of Covered Payroll	Impact
All Classes	\$0.26	\$0.26	Pass

These rates are guaranteed for 3 Years until July 1, 2023, assuming no changes to the current benefit structure.

We believe our level of commitment to you is most evident in our ongoing efforts to secure both competitive pricing and extended rate guarantees. We truly appreciate your business and the opportunity to continue negotiating on your behalf. By signing below, you are acknowledging your reciprocal 3 Year commitment to National Insurance Services.

Please complete the bottom portion and return a copy to National Insurance Services as indication of your acceptance of the renewal. Thank you for your continued business. Please do not hesitate to call me if you have any questions.

Sincerely,



Megan Ware  
Account Representative, Insured Products

cc: Leslie Dix

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The July 1, 2020 renewal of Group Life and LTD Insurance as outlined above is accepted.

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Signature & Title

---

Date

Insurance Renewal for Buffalo County, Group # 020340  
Life and Long-Term Disability, Madison National Life Insurance Company, Inc.  
Carrier Policy # 4185, NIS Policy # 8282; Carrier Policy # 1271, NIS Policy # 7800

**NATIONAL INSURANCE SERVICES OF WISCONSIN INSURANCE TRUST  
JOINDER AGREEMENT FOR  
GROUP TERM LIFE INSURANCE**

The below named Employer hereby requests application for participation in group term life insurance benefits under the Group Policy issued to the below named Group Policyholder (hereafter referred to as "Policyholder", and underwritten by Madison National Life Insurance Company, Inc. (hereafter referred to as "Insurer"). The term **Group Policy** means only the provisions of the Group Policy that apply to the Employer, based upon the coverage requested under this Joinder Agreement.

**Insurance and Benefit Information**

**A. Administrative**

- |  |  |
|--|--|
| 1. Policyholder:                           | National Insurance Services of Wisconsin Insurance Trust   |
| 2. Employer:                               | Buffalo County<br>1512 Central Avenue<br>PO Box 1270<br>Kearney, NE 68848-1270   |
| 3. Employer Plan No:                       | 4185   |
| 4. Nature of Business:                     | Government   |
| 5. Initial Plan Effective Date:            | January 1, 2010  |
| 6. First Revised Joinder Effective Date:   | August 1, 2014   |
| 7. Second Revised Joinder Effective Date:  | October 1, 2018  |
| 8. Third Revised Joinder Effective Date:   | May 1, 2020  |
| 9. Evidence of Insurability Requirements:  | Applies to Late Enrollees, Increases in Benefits and Amounts over Guarantee Issue Amounts  |
| 10. Employee Classes:                      |  |
| 01   | All Eligible Employees NOT covered under the Employer Sponsored Medical Plan   |
| 02   | All Eligible Employees covered under the Employer Sponsored Medical Plan   |
| 11. Minimum Hourly Work Requirement:       |  |
| Classes 01, 02:                            | 30 hours per week. Unless otherwise stated in an agreement with the Employer, Elected Officials are not subject to a minimum hour requirement. |
| 12. Waiting Period for Insurance Coverage: |  |
| Classes 01, 02:                            | None   |
| 13. New Employee Eligibility Date:         |  |
| Classes 01, 02:                            | First of month following or coinciding with completion of the Waiting Period   |

14. Leaves / Layoffs:  
 Classes 01, 02: Coverage with premium payment while on FMLA leave; Coverage with premium payment for up to 12 months while on Paid or Unpaid Leave; Coverage with premium payment for up to 12 months while on Layoff

15. Employee Premium Contribution:  
Classes 01, 02:  
 Employee Basic Insurance: 0%  
 Employee Supplemental Insurance: 100%  
 Dependent Basic Insurance: 100%

16. Participation Requirements:  
Classes 01, 02:  
 Employee Basic Insurance: 100%  
 Employee Supplemental Insurance: 15%  
 Dependent Basic Insurance: 10 lives

17. Insurance Reduction Schedule:  
Classes 01, 02:  
 Employee Basic Insurance: Basic Life and Basic AD&D Insurance reduces to 65% at age 65, reduces to 45% at age 70, reduces to 30% at age 75 and terminates at retirement  
 Employee Supplemental Insurance: Supplemental Life and AD&D Insurance reduces to 65% at age 65, reduces to 45% at age 70, reduces to 30% at age 75 and terminates at retirement  
 Dependent Basic Insurance: Dependent Spouse Basic Life Insurance reduces to 65% at the Spouse's attainment of age 65, reduces to 45% at the Spouse's attainment of age 70, reduces to 30% at the Spouse's attainment of age 75 and terminates at the Insured Employee's retirement. Dependent Child Basic Life Insurance does not reduce and terminates at the earlier of the Child's attainment of the limiting age, or the Insured Employee's retirement

**B. Basic Life Insurance**

Employee Basic Life

Class 01: \$30,000  
 Guarantee Issue: \$30,000

Class 02: \$15,000  
Guarantee Issue: \$15,000

Dependent Spouse Basic Life

Classes 01, 02: Option 1: \$10,000; Option 2: \$20,000  
Guarantee Issue: Option 1: \$10,000; Option 2: \$20,000

Dependent Child Basic Life

Classes 01, 02:  
Age: 14 days to 6 months: Option 1: \$500; Option 2: \$1,000  
Guarantee Issue: Option 1: \$500; Option 2: \$1,000  
Age: 6 months through Limiting Age: Option 1: \$5,000; Option 2: \$10,000  
Guarantee Issue: Option 1: \$5,000; Option 2: \$10,000

**C. Supplemental Life Insurance**

Employee Supplemental Life

Classes 01, 02: \$10,000 increments  
Guarantee Issue: \$100,000 if age 59 or younger; \$10,000 if age 60-69; \$0 if age 70 or older  
Maximum Issue: \$150,000, not to exceed 5 x annual salary

**D. Additional Benefits**

- |                                     |                          |
|-------------------------------------|--------------------------|
| 1. Conversion of Insurance Benefit: | Included for all classes |
| 2. Waiver of Premium Benefit:       | Included for all classes |
| 3. Living Benefit:                  | Included for all classes |

**E. Accidental Death and Dismemberment (AD&D) Insurance**

**1. Basic AD&D Insurance**

Employee Basic AD&D Insurance

Classes 01, 02: Equal to Basic Life  
Guarantee Issue: Equal to Basic Life

**2. Supplemental AD&D Insurance**

Employee Supplemental AD&D

Classes 01, 02: Equal to Supplemental Life  
Guarantee Issue: Equal to Supplemental Life  
Maximum Issue: Equal to Supplemental Life

**F. Premium**

1. Rate:

Classes: 01, 02

Employee Basic Life Premium Rate:	\$0.20 per \$1,000 of coverage
Dependent Basic Life Premium Rate:	See Table Below
Employee Supplemental Life Premium Rate:	See Table Below
Employee Basic AD&D Premium Rate:	\$0.03 per \$1,000 of coverage
Employee Supplemental AD&D Premium Rate:	\$0.03 per \$1,000 of coverage

Employee Supplemental Life Premium Rate

Age	Premium Rate per \$1,000 of coverage
0 - 24	\$0.05
25 - 29	\$0.06
30 - 34	\$0.09
35 - 39	\$0.10
40 - 44	\$0.13
45 - 49	\$0.22
50 - 54	\$0.32
55 - 59	\$0.55
60 - 64	\$0.73
65 - 69	\$1.37
70 - 74	\$2.21
75 - 79	\$3.83
80 - 99	\$5.77

Dependent Basic Life Premium Rate

Benefit Option	Premium Rate per dependent unit
1	\$3.11
2	\$6.21

- |                         |                             |
|-------------------------|-----------------------------|
| 2. Rate Guarantee:      | 2 months until July 1, 2020 |
| 3. Frequency of Billing | Monthly                     |

**G.** Benefits and coverage for Insured Persons are as agreed upon between the Insurer and the Policyholder. All coverages and actual benefit amounts in effect, with respect to each Insured Person, are described in the Certificates of Insurance issued by the Insurer to the Policyholder for distribution to the Insured Persons or, directly to the Insured Persons. This includes any applicable Riders or Endorsements which generally describe, without amending, superseding or changing the Policy in any way, the essential features of the coverages Insured Persons are entitled to under the Group Policy and this Joinder Agreement, and to whom the insurance benefits are payable in the event of a covered loss.

#### **TERMS AND DEFINITIONS**

All terms are as defined in the Certificates of Insurance (hereafter referred to as Certificate).

#### **PREMIUMS, PAYMENTS AND TERMINATION**

##### **A. Payment of Premiums**

1. Premiums are due on the 1<sup>st</sup> of the month of coverage for which the premium applies (e.g., premium for coverage in October would be due October 1<sup>st</sup>).
2. The premium due on each Premium Due Date is the sum of the premiums for all Insured Persons under the Group Policy. Premium rates for each Employer covered under the Group Policy are shown in this Joinder Agreement.
3. The Employer determines the amount, if any, of each Insured Person's contribution toward the cost of insurance.
4. Each premium is payable on or before its Premium Due Date directly to the Insurer at their home office.
5. Premium is due for an Insured Person for each month the Insured Person is covered under the Group Policy. The Employer must notify the Insurer immediately whenever an employee becomes eligible or ceases to be eligible for coverage. Effective dates of coverage or termination dates which occur mid-month will be billed as follows:
  - a) If the effective date of coverage is between the 1<sup>st</sup> of the month and 15<sup>th</sup> of the month, premium for an entire month will be due to the Insurer. If the effective date of coverage is between the 16<sup>th</sup> of the month and the end of the month the Employer will be billed for the next full month of coverage. The Insurer does not prorate premium.
  - b) If the date coverage ends is between the 1<sup>st</sup> of the month and the 15<sup>th</sup> of the month, no premium will be due for that month. If the date of termination is between the 16<sup>th</sup> of the month and the end of the month the Employer will be responsible for an entire month's premium.
6. All premiums will be based upon information provided by the Employer in the Census Reports.

##### **B. Changes in Premium Rates.**

1. Special Circumstances. The Insurer may change premium rates, to be effective on the next Premium Due Date, if any of the following occur:
  - a) A change or clarification in a law or governmental regulation affects the amount payable under the Group Policy. Any such change in premium rates will reflect only the change in the Insurer's obligations.

- b) One or more changes occur in the factors material to the underwriting risk the Insurer assumed under the Group Policy with respect to the Employer, including, but not limited to, the number of persons insured, age, gender and occupational classification.
  - c) The premium contribution arrangement for insured employees changes or varies from that stated in this Joinder Agreement when issued or last renewed.
  - d) Plan design changes are requested by the Employer.
  - e) The Insurer and the Employer mutually agree to change premium rates.
2. In all other cases, and subject to a period for which the Insurer has provided the Employer with a written rate guarantee, the Insurer may change premium rates upon 60 days advance written notice to the Employer. Any such change in premium rates may be made effective on any Premium Due Date, but no such change will be made more than once in any Contract Year. Contract Years means successive 12-month periods computed from the end of the initial rate guarantee period, or from a time agreed to in writing by the Employer and Insurer.
- C. Premium Adjustments. Premium adjustments involving a return of unearned premiums to an Employer will be limited to the 12 months just before the date the Insurer receives a request for premium adjustment.
- D. Information Required from Employer
- 1. The Employer will furnish all information reasonably necessary to administer the Group Policy, including but not limited to the following:
    - a) At least one Census Report during each plan year, no later than six months prior to the next plan renewal date. The Census Report means a written report providing the following information for each Employee insured under the Group Policy: name, social security number, date of birth, gender, occupational class, Annual Salary as defined under the Group Policy and Certificate, and the amount of coverage.
    - b) A list of all eligible employees and documentation supporting employee eligibility under the Group Policy.
    - c) Information about employees who become eligible, whose amounts of coverage change and/or whose coverage ends.
    - d) Occupational information and any other information that may be required to manage a claim.
    - e) Notification of the Employer's change in legal status, expansion of business, dissolution, merger, buyout or any other significant business operational change.
    - f) Notice of any additional eligible employee segment(s).
    - g) Any other information that may be reasonably required.
  - 2. The Employer must provide such information to the Insurer or its agents in a regular and timely manner as may be reasonably specified by the Insurer and/or its agents. The Insurer and its agents have the right at all reasonable times to inspect the payroll and other records of the Employer which relate to insurance under the Group Policy.
- E. Grace Period, Termination for Nonpayment and Reinstatement.
- 1. If a premium is not paid on or before its Premium Due Date, it may be paid during the Grace Period. The coverage under the Group Policy will remain in force during the Grace Period and the death benefit coverage shall continue in force.
  - 2. Grace Period means the 31 days following the Premium Due Date.

3. If the premium for coverage is not paid during the Grace Period, the coverage under the Group Policy will terminate automatically at the end of the Grace Period.
4. The Employer is liable for premium for coverage during the Grace Period. The Insurer may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.
5. Reinstatement. If any renewal premium is not paid and coverage is terminated, the Employer may request a reinstatement by reapplying with the Group Policyholder and submitting the required premium. Coverage will be reinstated upon the Insurer's approval, if the Employer requests reinstatement within 31 days of termination date. The Insurer shall approve or disapprove the reinstatement within 15 calendar days following receipt of the reinstatement request and premium. The Insurer and Employer shall have the same rights hereunder as they did under the Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement.

**F. Termination for Other Reasons**

1. The Policyholder may terminate the Group Policy and the Employer may terminate coverage under the Joinder Agreement by giving the Insurer at least 60 days written notice. The effective date of termination will be the later of:
  - a) The date stated in the notice; or
  - b) The Premium Due Date immediately following the date the Insurer receives the notice.
2. The Insurer may terminate coverage under the Group Policy as follows:
  - a) On any Premium Due Date if the number of persons insured is less than the Minimum Participation requirements provided for under this Joinder Agreement.
  - b) On any Premium Due Date if the Insurer determines that the Employer has failed to promptly furnish any necessary information requested or has failed to perform any other obligations relating to the Group Policy or coverage under the Group Policy.
  - c) On any Premium Due Date by giving the Employer at least 60 days advance written notice.
  - d) On the date the Employer breaches any part of the Entire Contract.

**GENERAL PROVISIONS**

- A. **Certificates.** The Insurer will prepare the Certificates setting forth the main features of the Group Policy applicable to each Insured Person. The Insurer and Employer may agree to distribute the Certificates to Insured Persons in paper format, or to make the document available and accessible for review by Insured Persons on the Employer's website. The Employer will be responsible for providing sufficient notice to the Insured Person of the existence and availability of the Certificate, including instructions on how to view the document, and a statement that a paper copy of the document will be made available upon request. Upon receiving such a request from either the Employer or Insured Person, the Insurer will provide a written copy of the Certificate to the Employer for distribution to the Insured Person. If the terms of the Certificate differ from the terms of the Employer's coverage under the Group Policy, the latter will govern.
- B. **Limitation of Liability.** Individuals selected by the Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them and do not represent or act on behalf of Madison National Life Insurance Company, Inc. The Policyholder and Employer hereby release, hold harmless and indemnify Madison National Life Insurance Company, Inc. from any liability arising from or related to any negligence, error,

omission, misrepresentation or dishonesty of the Policyholder or Employer respectively, or any of their respective representatives, agents or employees.

- C. Agency. The Policyholder and Employer are not agents of the Insurer for any purpose under the Policy.
- D. Entire Contract, Changes: This Joinder Agreement, the Policy, including the Certificates and any Riders, Amendments or attached papers, if any, constitutes the entire contract of Insurance. No change in the Group Policy will be valid unless it is approved in writing by one of the Insurer's executive officers and given to the Policyholder for attachment to the Group Policy. No change in an Employer's coverage under the Group Policy will be valid unless it is approved in writing by one of the Insurer's executive officers and given to the Employer for attachment to the Joinder Agreement. No agent has authority to change this Policy or waive any of its provisions.

We have authority to determine all questions arising in connection with the Policy, including its interpretation. Our failure to enforce any provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are or are not the same.

- E. Incontestability. All statements made by the Employer in the Application are, in the absence of fraud, representations and not warranties. The Insurer cannot contest the Policy or this Joinder Agreement after it has been in force for 2 years from its Date of Issue. No statement shall be used to contest the validity of coverage or reduce benefits, unless it is in writing, signed by the Employer, and a copy of such statement is furnished to the Employer.
- F. Non-Participating: The Policy is non-participating. It does not share in Our profits or surplus earnings.
- G. Conformity With State Laws: If any provisions of Our forms are contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.
- H. Workers' Compensation. The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.
- I. Misstatement. If Policyholder or Employer premiums for the Insured Person are based on age or gender and the Insured Person's age or gender has been misstated, there will be a fair adjustment of premiums based on his or her true age or gender. If benefits for the Insured Person is based on age or gender and the Insured Person's age or gender has been misstated, there will be an adjustment of said benefits based on his or her true age or gender. We may require satisfactory proof of age or gender before paying any claim.
- J. Clerical Error. A clerical error may be made by the Insurer, Employer or Policyholder in keeping data. If so, when the error is found the premium and/or benefits will be adjusted according to the correct data. An error will not end insurance validly in force, nor will it continue insurance validly ended.

#### **ACCEPTANCE AND SIGNATURES**

The undersigned Employer adopts and agrees to be bound by the terms and conditions of this Agreement, as amended from time to time and Group Policy. Copies of these documents are available for Employer

review at the Policyholder's place of business. The Employer may also contact the Insurer for further information.

The Group Policy is a vehicle for obtaining group insurance plans in which Employers join together as a single policyholder for the purchase and maintenance of group insurance policies.

The Insurer, in performing its obligations under the Group Policy, is acting only as a life insurer with respect to the Group Policy. The Trust Administrator, in performing its obligations under the Group Policy, is acting only as a trust administrator with respect to the Group Policy. The Insured and Trust Administrator are not in any way acting as a plan administrator, a plan sponsor or a plan trustee for the purposes of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any other federal or state laws.

The signatures below constitute acceptance of the undersigned Employer as a participating member under the Group Policy.

Signed into effect this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Signature of Authorized Signer for Employer

Printed Name & Title of Signer

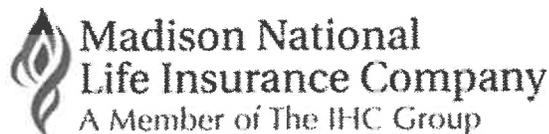
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Signature of Authorized Signer for Employer

Printed Name & Title of Signer

Administrator:  
National Insurance Services of Wisconsin, Inc.

By:   
Bruce A. Miller, President  
April 16, 2020



## NOTICE OF PRIVACY PRACTICES AND PROTECTION

**This Privacy Notice is provided for your information -- keep a copy of it for your records.**

**No response is required or requested.**

**Customer Privacy Is Our Business** - We value our relationship with our customers and are dedicated to providing them with exceptional service and competitive product offers. As part of our dedication to servicing their insurance needs, we are committed to protecting the confidentiality of nonpublic personal information about our customers. This Privacy Notice will help you understand what type of information we collect about insured individuals, how the information we collect is used, and what measures we take to protect that information.

**What Information We Collect And How We Collect It** - Depending on the type of product, we collect nonpublic personal information about insured individuals that may include:

- address,
- telephone number,
- social security number,
- account information,
- income,
- employment,
- health status, and
- other personal information relevant to their coverage.

We collect such information primarily from information we receive from individuals on applications or other forms. We may also collect information through telephone conversations or other electronic means, such as internet "cookies" (data stored on a computer by an internet browser when you use the internet to access our website) that may be used to track website usage, remember passwords customers create, and provide customers with website content specific to their needs and interests. We may also obtain information from third parties such as employers, non-affiliated insurers, physicians, hospitals and other medical providers.

**How Information Is Protected** - We restrict access to nonpublic personal information to those employees who need to know that information to provide products or services to our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard such information. Information about insured individuals is accessed by our employees only when such access is necessary to conduct our business. For example, we may access information to offer other compatible products or services we provide, to process customer requests, and to administer our products or services. All employees are required to maintain the confidentiality of nonpublic personal information and to follow policies we establish to secure such confidentiality.

Additionally, we require third parties to whom we disclose nonpublic personal information, or who receive or handle such information on our behalf, to adhere to our standard of privacy protection and to establish information security procedures.

**Disclosure** - We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. Information will only be disclosed for such purposes as conducting and auditing our business, administering the business of affiliated organizations, responding to requests from government

authorities, or as authorized or requested by an insured individual. Such disclosures include, but are not limited to:

- **Affiliates** - we may provide information to affiliated companies to enable them to provide business services for us such as claims processing, underwriting, and maintenance of your accounts, and to offer products and services we provide.
- **Agents and Brokers** - we may provide information to enable agents and brokers to provide business services for us and to offer products and services we provide.
- **Joint Marketing** - we may provide information to non-affiliated third parties to jointly market insurance products or services.
- **Lending Institutions** - we may provide information to non-affiliated lending institutions, such as banks and credit unions, to offer products and services we provide, and to provide business services for us.
- **Government Entities** - we may provide information upon request from a State Department of Insurance or other government entity. The purpose for the request may be to prevent fraud, conduct an audit of our business practices, or for any other reason for which the government entity is legally permitted to request information.
- **Servicing organizations** - we may provide information to servicing organizations such as TPAs, reinsurers, attorneys, accountants, actuaries, underwriters, and other such organizations to enable them to provide business services for us.

We do not share, trade, sell, exchange or in any other way disclose nonpublic personal information except as stated above or to otherwise conduct the business of insurance.

**About this Privacy Notice** - The examples contained in this Privacy Notice are provided as illustrations and are not a comprehensive account of the rights of any party under applicable federal and state laws. The policies and protections indicated in this Privacy Notice will remain effective even after an individual's coverage is terminated, to the extent we retain information about that individual. We may change this Privacy Notice at any time and will inform you of any changes as required by law. Other applicable privacy protections may exist under state laws and we will comply with all applicable state laws when we disclose information about individual insureds.

This Privacy Notice is distributed on behalf of the following Independence Holding Company entities and their affiliated organizations:

- Standard Security Life Insurance Company of New York
- Madison National Life Insurance Company, Inc.
- Independence American Insurance Company

For additional information, contact us at:

Attn: Privacy Officer  
Post Office Box 5008  
Madison, WI 53705

## NOTICE

This notice describes identities of and relationships among the Insurer, Administrator, and Policyowner of this insurance.

**Insurer:** Madison National Life Insurance Company, Inc. (MNL) is the insurance underwriter of this insurance.

**Third Party Administrator:** National Insurance Services of Wisconsin, Inc. (NIS) is the administrator for this group insurance. NIS provides administrative services for insurance issued to groups, including, but not limited to underwriting, premium billing, premium collection, client services, and policy and certificate issuance.

There is no ownership affiliation between MNL and NIS.

**Policyowner:** The Policyowner of your policy/certificate of insurance is the National Insurance Services of Wisconsin Insurance Trust (Trust).

**Employer:** Your Employer participates in the group insurance under the group policy issued to the Trust.

NIS is the Administrator of the Trust.

**NATIONAL INSURANCE SERVICES OF WISCONSIN INSURANCE TRUST  
JOINDER AGREEMENT FOR  
LONG-TERM DISABILITY INSURANCE**

Buffalo County (the “Employer”) hereby requests application for participation in National Insurance Services of Wisconsin Insurance Trust (the “Trust”) for group long-term disability insurance benefits under a master group policy underwritten by Madison National Life Insurance Company, Inc. (the “Insurer”). The “Group Policy” means only the provisions of the master group policy that apply to the Employer, based upon the coverage requested under this Joinder Agreement.

**A. Administrative**

- |   |  |
|---|--|
| 1. Employer:                              | Buffalo County<br>1512 Central Avenue<br>PO Box 1270<br>Kearney, NE 68848-1270 |
| 2. Plan Number:                           | 1271   |
| 3. Nature of Business:                    | Government   |
| 4. Frequency of Billing:                  | Monthly  |
| 5. Original Plan Effective Date:          | July 1, 2009   |
| 6. First Revised Joinder Effective Date:  | July 1, 2014   |
| 7. Second Revised Joinder Effective Date: | March 1, 2019  |

**B. Class and Benefit Summary**

Class Number:	01	02	03
Eligible Class:	All Eligible Employees covered under the Employer Sponsored Medical Plan utilizing NACO Benefit Services - Electing Buy Up Coverage	All Eligible Employees NOT covered under the Employer Sponsored Medical Plan - Electing Core Coverage Only	All Eligible Employees NOT covered under the Employer Sponsored Medical Plan - Electing Core AND Buy Up Coverage
Employer Premium Contribution:	0%	100%	100% (Core); 0% (Buy-Up)
Initial Premium Rate:	0.26% of covered payroll	\$2.27 per employee per month	\$2.27 per employee per month (Core) 0.26% of covered payroll (Buy-Up)
Initial Premium Rate Guarantee:	52 months until July 1, 2023	52 months until July 1, 2023	52 months until July 1, 2023

Class Number:	01	02	03
Eligible Class:	All Eligible Employees covered under the Employer Sponsored Medical Plan utilizing NACO Benefit Services - Electing Buy Up Coverage	All Eligible Employees NOT covered under the Employer Sponsored Medical Plan - Electing Core Coverage Only	All Eligible Employees NOT covered under the Employer Sponsored Medical Plan - Electing Core AND Buy Up Coverage
Elimination Period:	90 Consecutive Calendar Days	Greater of 120 consecutive calendar days or end of accumulated sick pay	Greater of 120 Consecutive Calendar Days or length of accumulated sick leave (Core); 90 Consecutive Calendar Days (Buy-Up)
Minimum Hourly Work Requirement:	30 hours per week. Unless otherwise stated in an agreement with the Employer, Elected Officials are not subject to a minimum hour requirement.	30 hours per week. Unless otherwise stated in an agreement with the Employer, Elected Officials are not subject to a minimum hour requirement.	30 hours per week. Unless otherwise stated in an agreement with the Employer, Elected Officials are not subject to a minimum hour requirement.
Waiting Period:	None	None	None
Evidence of Insurability:	Required for Late Enrollees, Increases and amounts exceeding the Guarantee Issue	Required for Late Enrollees, Increases and amounts exceeding the Guarantee Issue	Required for Late Enrollees, Increases and amounts exceeding the Guarantee Issue
New Employee Eligibility Date:	First of month following or coinciding with completion of the Waiting Period	First of month following or coinciding with completion of the Waiting Period	First of month following or coinciding with completion of the Waiting Period
Minimum Participation Required:	0%	100%	100% (Core); 0% (Buy-Up)
Leaves and Sabbaticals:	Coverage with premium payment while on FMLA leave	Coverage with premium payment while on FMLA leave	Coverage with premium payment while on FMLA leave
Definition of Disability:	Zero Day	Zero Day	Zero Day
Own Occupation Period:	24 months following the end of the Elimination Period	24 months following the end of the Elimination Period	24 months following the end of the Elimination Period

Class Number:	01	02	03
Eligible Class:	All Eligible Employees covered under the Employer Sponsored Medical Plan utilizing NACO Benefit Services - Electing Buy Up Coverage	All Eligible Employees NOT covered under the Employer Sponsored Medical Plan - Electing Core Coverage Only	All Eligible Employees NOT covered under the Employer Sponsored Medical Plan - Electing Core AND Buy Up Coverage
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period	From the end of the Own Occupation Period to the end of the Maximum Benefit Period	From the end of the Own Occupation Period to the end of the Maximum Benefit Period
Cumulative Elimination Period:	30 calendar days - first 7 days don't extend Elimination Period	30 calendar days - first 7 days don't extend Elimination Period	30 calendar days - first 7 days don't extend Elimination Period
Recurrent Disability:	6 months	6 months	6 months
Predisability Earnings:	Base pay only	Base pay only	Base pay only
Maximum Monthly Covered Salary:	\$7,500	\$1,667	\$1,667 (Core); \$7,500 (Buy-Up)
LTD Benefit Percentage:	60%	50%	50% (Core); 60% (Buy-Up)
Maximum Monthly Benefit:	\$4,500	\$833	\$833 (Core); \$4,500 (Buy-Up)
Guarantee Issue:	\$0 if participation is less than 15%; \$4,500 if participation is 15% or more	\$833	\$833 (Core); \$0 if participation is less than 15%; \$4,500 if participation is 15% or more (Buy-Up)
Minimum Monthly Benefit:	\$100 - not payable for the balance of the current term for Elected Officials	\$100 - not payable for the balance of the current term for Elected Officials	\$100 - not payable for the balance of the current term for Elected Officials
Work Incentive Period:	First 12 months of Disability with Work Earnings	First 12 months of Disability with Work Earnings	First 12 months of Disability with Work Earnings
LTD Benefit Calculation:	Standard - Non-Contract Day	Standard - Non-Contract Day	Standard - Non-Contract Day
Social Security Integration:	Full Family	Full Family	Full Family

Class Number:	01	02	03
Eligible Class:	All Eligible Employees covered under the Employer Sponsored Medical Plan utilizing NACO Benefit Services - Electing Buy Up Coverage	All Eligible Employees NOT covered under the Employer Sponsored Medical Plan - Electing Core Coverage Only	All Eligible Employees NOT covered under the Employer Sponsored Medical Plan - Electing Core AND Buy Up Coverage
Freeze Type:	No Freeze	No Freeze	No Freeze
Pre-Existing Condition Exclusion:	3 month/12 months	3 month/12 months	3 month/12 months
Mental Disorder Limitation:	24 Months unless hospital confined	24 Months unless hospital confined	24 Months unless hospital confined
Substance Abuse Limitation:	24 Months unless hospital confined	24 Months unless hospital confined	24 Months unless hospital confined
Claim Payment Method:	Monthly	Monthly	Monthly
Rehabilitation Benefit:	Included	Included	Included

Maximum Benefit Period:

Classes 01, 02, 03:

Age at Disablement	Benefit Duration*
61 or younger	to age 65
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69 or older	1 year

\*To the later of: 1) the specified length of time as stated above, or 2) the day before attaining the Social Security Normal Retirement Age under the United States Social Security Act, as revised.

C. Payment of Premiums

1. **Premium Due Date.** Premium is due on the 1st of the month to which coverage for such premium applies (e.g., premium for coverage in October would be due October 1<sup>st</sup>).
2. The premium due on each Premium Due Date is the sum of the premiums for all Insured Persons under the Group Policy. Premium rates for each Employer covered under the Group Policy are shown in the Employer's Joinder Agreement.
3. The Employer determines the amount, if any, of each Insured Person's contribution toward the cost of insurance.
4. Each premium is payable on or before its Premium Due Date directly to the Insurer at their home office.
5. Premium is due for an Insured Person for each month in which such employee is covered under the Group Policy. The Employer must notify the Insurer immediately whenever an employee becomes eligible or ceases to be eligible for coverage. Effective dates of coverage or termination dates which occur mid-month will be billed as follows:
  - a) If the effective date of coverage is between the 1st of the month and 15th of the month, premium for an entire month will be due to the Insurer. If the effective date of coverage is between the 16th of the month and the end of the month the Employer will be billed for the next full month of coverage. The Insurer does not prorate premium.
  - b) If the date coverage ends is between the 1st of the month and the 15th of the month, no premium will be due for that month. If the date of termination is between the 16th of the month and the end of the month the Employer will be responsible for an entire month's premium.
6. All premiums will be based upon information provided by the Employer in the Census Reports.

D. Changes in Premium Rates.

1. Special Circumstances. The Insurer may change premium rates, to be effective on the next Premium Due Date, if any of the following occur:
  - a) A change or clarification in a law or governmental regulation affects the amount payable under the Group Policy. Any such change in premium rates will reflect only the change in the Insurer's obligations.
  - b) One or more changes occur in the factors material to the underwriting risk the Insurer assumed under the Group Policy with respect to the Employer, including, but not limited to, the number of persons insured, age, Predisability Earnings, gender and occupational classification.
  - c) The premium contribution arrangement for insured employees changes or varies from that stated in the Employer's Joinder Agreement when issued or last renewed.
  - d) Plan design changes are requested by the Employer.
  - e) The Insurer and the Employer mutually agree to change premium rates.
2. In all other cases, and subject to a period for which the Insurer has provided the Employer with a written rate guarantee, the Insurer may change premium rates upon 60 days advance written

notice to the Employer. Any such change in premium rates may be made effective on any Premium Due Date, but no such change will be made more than once in any Contract Year. Contract Years means successive 12-month periods computed from the end of the initial rate guarantee period, or from a time agreed to in writing by the Employer and Insurer.

- E. Premium Adjustments. Premium adjustments involving a return of unearned premiums to an Employer will be limited to the 12 months just before the date the Insurer receives a request for premium adjustment.
- F. Information Required from Employer
1. The Employer will furnish all information reasonably necessary to administer the Group Policy, including but not limited to the following:
    - a) At least one Census Report during each plan year, no later than six months prior to the next plan renewal date. The Census Report means a written report providing the following information for each Employee insured under the Group Policy: name, social security number, date of birth, gender, occupational class, annual Pre-disability Earnings as defined under the Group Policy and the amount of coverage.
    - b) A list of all eligible employees and documentation supporting employee eligibility under the Group Policy.
    - c) Information about employees who become eligible, whose amounts of coverage change and/or whose coverage ends.
    - d) Occupational information and any other information that may be required to manage a claim.
    - e) Notification of an Employer's change in legal status, expansion of business, dissolution, merger, buyout or any other significant business operational change.
    - f) Notice of any additional eligible employee segment(s).
    - g) Any other information that may be reasonably required.
  2. The Employer must provide such information to the Insurer or its agents in a regular and timely manner as may be reasonably specified by the Insurer and/or its agents. The Insurer and its agents have the right at all reasonable times to inspect the payroll and other records of the Employer which relate to insurance under the Group Policy.
- G. Grace Period and Termination for Nonpayment
1. If a premium is not paid on or before its Premium Due Date, it may be paid during the Grace Period. The coverage under the Group Policy will remain in force during the Grace Period.
  2. Grace Period means the 45 days following the Premium Due Date.
  3. If the premium for coverage is not paid during the Grace Period, the coverage under the Group Policy will terminate automatically at the end of the Grace Period.
  4. The Employer is liable for premium for coverage during the Grace Period.

H. Termination for Other Reasons

1. The Policyowner may terminate the Group Policy and the Employer may terminate coverage under the Group Policy by giving the Insurer at least 60 days written notice. The effective date of termination will be the later of:
    - a) The date stated in the notice; or
    - b) The Premium Due Date immediately following date the Insurer receives the notice.
  2. The Insurer may terminate coverage under the Group Policy as follows:
    - a) On any Premium Due Date if the number of persons insured is less than the minimum participation number or less than the minimum participation percentage provided for under Employer's Joinder Agreement.
    - b) On any Premium Due Date if the Insurer determines that the Employer has failed to promptly furnish any necessary information requested or has failed to perform any other obligations relating to the Group Policy or coverage under the Group Policy.
    - c) On any Premium Due Date by giving the Employer at least 60 days advance written notice.
    - d) On the date the Employer breaches any part of the Entire Contract.
- I. Certificates. The Insurer will prepare Group Long Term Disability Certificates of Coverage setting forth the main features of the Group Policy applicable to each Insured Person. The Insurer and Employer may agree to distribute the Certificates to Insured Persons in paper format, or to make the document available and accessible for review by Insured Persons on the Employer's website. The Employer will be responsible for providing sufficient notice to the Insured Person of the existence and availability of the Certificate, including instructions on how to view the document, and a statement that a paper copy of the document will be made available upon request. Upon receiving such a request from either the Employer or Insured Person, the Insurer will provide a written copy of the Certificate to the Employer for distribution to the Insured Person. If the terms of the Certificate of Coverage differ from the terms of the Employer's coverage under the Group Policy, the latter will govern.
- J. Agency and Release. Individuals selected by the Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them and do not represent or act on behalf of Madison National Life Insurance Company. The Policyowner, Employer and such individuals have no authority to alter, expand or extend the Insurer's liability or to waive, modify or compromise any defense or right the Insurer may have under the Group Policy. The Policyowner and Employer hereby release, hold harmless and indemnify Madison National Life Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of the Policyowner or Employer respectively, or any of their respective representatives, agents or employees.
- K. Notice of Suit. The Policyowner and Employer shall promptly give the Insurer written notice of any lawsuit or other legal proceedings arising under the Group Policy.
- L. Entire Contract and Changes
1. The Group Policy, the Group Long Term Disability Insurance Certificate of Coverage, the Employer Joinder Agreement, the applications of the Policyowner, Employers and employees and any applicable riders, addenda and/or amendments constitute the Entire Contract.
  2. The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of the Insurer's executive officers and given to the

Policyowner for attachment to the Group Policy. No change in an Employer's coverage under the Group Policy will be valid unless it is approved in writing by one of the Insurer's executive officers and given to the Employer for attachment to their Joinder Agreement. No agent has authority to change the Group Policy or an Employer's coverage under the Group Policy or to waive any provisions thereof.

- M. Effect on Workers' Compensation, State Disability Insurance. The coverage provided under the Group Policy is not a substitute for coverage under a Workers' Compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.
- N. The undersigned Employer adopts and agrees to be bound by the terms and conditions of National Insurance Services of Wisconsin Insurance Trust Trust Agreement, as amended from time to time (the "Trust Agreement") and master group policy. Copies of these documents are available for employer review at Madison National Life Insurance Company, 1241 John Q. Hammons Drive, Madison, WI 53717.
- O. The Trust is a vehicle for obtaining group insurance plans in which employers join together as a single policyowner for the purchase and maintenance of group insurance policies.
- P. The Trust's Administrator shall provide participating employers the necessary information for applicable State and Federal compliance reporting requirements.
- Q. The signatures below constitute acceptance of the undersigned employer as a participating member of the Trust.

Signed into effect this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Employee of Employer

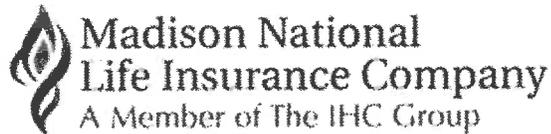
\_\_\_\_\_  
Printed Name & Title of Authorized Employee

\_\_\_\_\_  
Signature of Authorized Employee of Employer

\_\_\_\_\_  
Printed Name & Title of Authorized Employee

Administrator:  
National Insurance Services of Wisconsin, Inc.

By:   
\_\_\_\_\_  
Bruce A. Miller, President  
April 17, 2020



## NOTICE OF PRIVACY PRACTICES AND PROTECTION

**This Privacy Notice is provided for your information – keep a copy of it for your records.  
No response is required or requested.**

**Customer Privacy Is Our Business** - We value our relationship with our customers and are dedicated to providing them with exceptional service and competitive product offers. As part of our dedication to servicing their insurance needs, we are committed to protecting the confidentiality of nonpublic personal information about our customers. This Privacy Notice will help you understand what type of information we collect about insured individuals, how the information we collect is used, and what measures we take to protect that information.

**What Information We Collect And How We Collect It** - Depending on the type of product, we collect nonpublic personal information about insured individuals that may include:

- address,
- telephone number,
- social security number,
- account information,
- income,
- employment,
- health status, and
- other personal information relevant to their coverage.

We collect such information primarily from information we receive from individuals on applications or other forms. We may also collect information through telephone conversations or other electronic means, such as internet "cookies" (data stored on a computer by an internet browser when you use the internet to access our website) that may be used to track website usage, remember passwords customers create, and provide customers with website content specific to their needs and interests. We may also obtain information from third parties such as employers, non-affiliated insurers, physicians, hospitals and other medical providers.

**How Information Is Protected** - We restrict access to nonpublic personal information to those employees who need to know that information to provide products or services to our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard such information. Information about insured individuals is accessed by our employees only when such access is necessary to conduct our business. For example, we may access information to offer other compatible products or services we provide, to process customer requests, and to administer our products or services. All employees are required to maintain the confidentiality of nonpublic personal information and to follow policies we establish to secure such confidentiality.

Additionally, we require third parties to whom we disclose nonpublic personal information, or who receive or handle such information on our behalf, to adhere to our standard of privacy protection and to establish information security procedures.

**Disclosure** - We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. Information will only be disclosed for such purposes as conducting and auditing our business, administering the business of affiliated organizations, responding to requests from government

authorities, or as authorized or requested by an insured individual. Such disclosures include, but are not limited to:

- **Affiliates** – we may provide information to affiliated companies to enable them to provide business services for us such as claims processing, underwriting, and maintenance of your accounts, and to offer products and services we provide.
- **Agents and Brokers** – we may provide information to enable agents and brokers to provide business services for us and to offer products and services we provide.
- **Joint Marketing** – we may provide information to non-affiliated third parties to jointly market insurance products or services.
- **Lending Institutions** – we may provide information to non-affiliated lending institutions, such as banks and credit unions, to offer products and services we provide, and to provide business services for us.
- **Government Entities** – we may provide information upon request from a State Department of Insurance or other government entity. The purpose for the request may be to prevent fraud, conduct an audit of our business practices, or for any other reason for which the government entity is legally permitted to request information.
- **Servicing organizations** - we may provide information to servicing organizations such as TPAs, reinsurers, attorneys, accountants, actuaries, underwriters, and other such organizations to enable them to provide business services for us.

We do not share, trade, sell, exchange or in any other way disclose nonpublic personal information except as stated above or to otherwise conduct the business of insurance.

**About this Privacy Notice** - The examples contained in this Privacy Notice are provided as illustrations and are not a comprehensive account of the rights of any party under applicable federal and state laws. The policies and protections indicated in this Privacy Notice will remain effective even after an individual's coverage is terminated, to the extent we retain information about that individual. We may change this Privacy Notice at any time and will inform you of any changes as required by law. Other applicable privacy protections may exist under state laws and we will comply with all applicable state laws when we disclose information about individual insureds.

This Privacy Notice is distributed on behalf of the following Independence Holding Company entities and their affiliated organizations:

- Standard Security Life Insurance Company of New York
- Madison National Life Insurance Company, Inc.
- Independence American Insurance Company

For additional information, contact us at:

Attn: Privacy Officer  
Post Office Box 5008  
Madison, WI 53705

## NOTICE

This notice describes identities of and relationships among the Insurer, Administrator, and Policyowner of this insurance.

**Insurer:** Madison National Life Insurance Company, Inc. (MNL) is the insurance underwriter of this insurance.

**Third Party Administrator:** National Insurance Services of Wisconsin, Inc. (NIS) is the administrator for this group insurance. NIS provides administrative services for insurance issued to group, including, but not limited to, underwriting, premium billing, premium collection, client services, and policy and certificate issuance.

There is no ownership affiliation between MNL and NIS.

**Policyowner:** The Policyowner of your policy/certificate of insurance is the Schools Insurance Fund Trust.

**Employer:** Your Employer participates in the group insurance under the group policy issued to the Trust.

NIS is the Administrator of the Schools Insurance Fund.

**AMENDMENT #1 TO  
NATIONAL INSURANCE SERVICES OF WISCONSIN INSURANCE TRUST  
JOINDER AGREEMENT FOR  
LONG-TERM DISABILITY INSURANCE**

**Page 1 of 2**

Carrier No: 1271

Carrier: MNL

Group Name: Buffalo County

State: NE

Employee Classification: All Insured Classifications

This Amendment, made part of the National Insurance Service of Wisconsin Insurance Trust Joinder Agreement (the "Agreement") by and between the Administrator of the National Insurance Services of Wisconsin Insurance Trust and **Buffalo County**, (the "Employer"), amends certain provisions of the Agreement effective July 1, 2019 as specified below. Provisions under this Amendment are subject to all the terms and conditions, limitations and exclusions of the entire contract, unless otherwise stated herein.

Benefit Change(s):

- Under 'B. Class and Benefit Summary', the items entitled 'Maximum Monthly Covered Salary:', 'LTD Benefit Percentage:', 'Maximum Monthly Benefit:', 'Guarantee Issue:', and 'Minimum Monthly Benefit:' are hereby deleted in their entirety and replaced with the following:

Class Number:	01	02	03
Maximum Monthly Covered Salary:	\$7,500	\$2,500	\$2,500 (Core); \$7,500 (Buy-Up)
LTD Benefit Percentage:	60%	60%	60%
Maximum Monthly Benefit:	\$4,500	\$1,500	\$1,500 (Core); \$4,500 (Buy-Up)
Guarantee Issue:	\$0 if participation is less than 15%; \$4,500 if participation is 15% or more	\$1,500	\$1,500 (Core); \$0 if participation is less than 15%; \$4,500 if participation is 15% or more (Buy-Up)
Minimum Monthly Benefit:	Greater of \$100 or 10% of Gross Monthly Benefit – not payable for the balance of the current term for Elected Officials (Core); \$100 – not payable for the balance of the current term for Elected Officials (Buy-Up)	Greater of \$100 or 10% of Gross Monthly Benefit – not payable for the balance of the current term for Elected Officials (Core); \$100 – not payable for the balance of the current term for Elected Officials (Buy-Up)	Greater of \$100 or 10% of Gross Monthly Benefit – not payable for the balance of the current term for Elected Officials (Core); \$100 – not payable for the balance of the current term for Elected Officials (Buy-Up)

**AMENDMENT #1 TO  
NATIONAL INSURANCE SERVICES OF WISCONSIN INSURANCE TRUST  
JOINDER AGREEMENT FOR  
LONG-TERM DISABILITY INSURANCE**

**Page 2 of 2**

Rates:     The premium rate will remain unchanged.

The above rates are guaranteed until the next plan renewal date. This rate guarantee will not pertain to adjustments in premium rate due to amendments requested by the Employer.

Continued payment of premium constitutes acceptance of this Amendment, which becomes a part of the entire contract. It shall continue in force under the same provisions that govern the entire contract. All other terms, provisions and conditions of the entire contract remain unchanged except as stated above.

Accepted for  
NATIONAL INSURANCE SERVICES OF  
WISCONSIN INSURANCE TRUST  
by Administrator, National Insurance  
Services of Wisconsin, Inc.



Date: April 17, 2020

# PROFESSIONAL SERVICE AGREEMENT BENEFIT CONSULTING

This AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2020, by and between BUFFALO COUNTY, NEBRASKA, hereinafter referred to as “COUNTY”, and CHARLESWORTH CONSULTING, L.C. a Company in the State of Iowa, hereafter referred to as “CHARLESWORTH”. Witnessed, that:

WHEREAS, CHARLESWORTH has offered to provide benefit consulting services and payment terms as described herein.

WHEREAS, the COUNTY desires to engage the services of CHARLESWORTH for Benefit Consulting Services regarding the COUNTY’s Health, Dental, EAP and Vision benefit programs.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. Services to be Performed. COUNTY hereby engages CHARLESWORTH to provide group benefit consulting services to assist in monitoring and evaluating the COUNTY’s Health, Dental, EAP and Vision benefit programs.
  - A) Maintain a “benefit plan & provider overview” which outlines the basic coverages and conditions of the current benefit programs and through the source they are currently purchased.
  - B) Maintain a working knowledge of the benefit plans, including review of the actual insuring documents and summary plan descriptions.
  - C) Maintain insurer & premium history exhibits.
  - D) Review monthly and/or quarterly claim summary by type of benefit as provided by the various insurance carriers.
  - E) Track participation levels from the insurers to show the size development of the COUNTY.
  - F) Identify specific assistance that the COUNTY will require from the insurers, i.e. enrollment, health fairs, wellness initiatives, legal compliance, claim assistance, etc.
  - G) Provide opinions regarding the plan designs, changes in trends both locally and

nationally.

- H) Participate in the interview process of the potential insurers or independent third party administrators for the COUNTY at the COUNTY's request.
- I) Facilitate the marketing process as directed by the COUNTY so the COUNTY may determine the best insurance company representative for both the COUNTY and their employees. There is a separate fee for this service outlined in the Compensation section of this agreement.
- J) Develop funding exhibits in order for the COUNTY to evaluate future funding alternatives (partially self-funded or cost plus), including reserve amounts.
- K) Periodic evaluation of benchmarking the COUNTY's program with other similar entities with publicly available information.
- L) Participate in the wellness initiatives as developed and implemented by the selected insurer(s) or local vendors.
- M) Facilitate necessary meetings with the COUNTY and carrier representatives to assist in facilitating the active role of the insurers – to be coordinated with any quarterly meeting.
- N) Attend COUNTY Commissioner meetings – generally twice per year – to keep them updated on the benefit program and renewal status recommendations.

2. Service Period. The Agreement will be in effect from the effective date above on an annual basis and shall automatically renew for annual periods unless earlier terminated in accordance with the provisions of this Agreement.

3. Service Compensation. All consulting services provided by CHARLESWORTH as set forth herein will be performed for fee-based compensation paid by the COUNTY.

- A \$1,050.00 monthly fee for service will be charged for Retainer Benefit Consulting Services (calculated annually at \$5.00 per the average number of health participants per month). This rate is guaranteed through June 30, 2022. The payments due are billed monthly.
- There will be no additional charges for basic travel for the quarterly meetings, postage, printing, clerical or any other miscellaneous expenses.
- Services not outlined herein are billed at \$135.00 per consultant hour, documented in quarter hour increments, and will not be incurred unless pre-authorized by the COUNTY or their authorized representative, typically for

meetings beyond two per contract year.

- When the COUNTY makes the decision to solicit insurance alternatives (either partially self-funded and/or fully insured) the COUNTY agrees to pay in addition to the monthly retainer fee outlined above, the following:
  - Subsequent to RFP being issued to insurers (RFP): \$ 5,250.00
  - Subsequent to Spreadsheet Presentation to the COUNTY and recommendation to the Commissioners: \$6,900.00

4. Independent Contractor. In performing the services under this Agreement, CHARLESWORTH shall be acting as an independent contractor, and not as employees or agents of the COUNTY.

5. Insurance. During the term of this agreement, CHARLESWORTH shall maintain general liability, non-owned auto liability and professional errors and admissions coverage with limits of at least \$1,000,000 per claim and aggregate.

CHARLESWORTH shall also maintain workers compensation coverage to cover the employees of CHARLESWORTH in the course of performing duties under this agreement. CHARLESWORTH shall provide a certificate of insurance with respect to the forgoing insurance.

6. Termination. Either party may terminate this agreement upon written notice to the other party at least 60 days in advance of termination. Should COUNTY terminate or designate a consultant other than CHARLESWORTH at any time subsequent to the date of this Agreement, CHARLESWORTH shall immediately cease providing services under this Agreement and will assist in the transition to the new consultant. CHARLESWORTH will be entitled to receive all income earned up to the effective date of termination.

7. Confidentiality. Information obtained by CHARLESWORTH concerning the COUNTY's comments, operations, its members, and records shall be deemed confidential information and shall not be disseminated or reproduced by CHARLESWORTH except as necessary to perform the terms of this contract. This provision for confidentiality does not extend to information or materials that are deemed public records. This provision shall survive the termination of the agreement.

8. Intellectual Property. All specifications and/or proposal formats are the intellectual property of CHARLESWORTH and not for further use by the COUNTY void of written approval by CHARLESWORTH.

9. Assignment. Neither party shall assign the rights or duties herein without the prior written consent of the other party.

10. Entire Agreement. The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof. This Agreement shall not be amended except by a written amendment signed by both parties, and no promises, agreement, or representation not herein set forth shall be in force or effect between them. This Agreement shall serve to terminate and supersede all agreements and undertakings heretofore entered into between the parties on the subjects covered by this Agreement.

11. Applicable Law. This Agreement shall be construed in accordance with the laws of the state of Nebraska.

IN WITNESS WHEREOF, the parties have executed this Agreement.



\_\_\_\_\_  
Bob Charlesworth, Vice President  
*CHARLESWORTH CONSULTING, L.C.*

Date: 6/4/2020

\_\_\_\_\_  
Print: \_\_\_\_\_,  
*BUFFALO COUNTY, NE*

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*Buffalo County Attorney*



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 <b>NEW LIFE ASSEMBLY</b>			Tax Year <b>2020</b>	
Name of Owner of Property			County Name <b>BUFFALO</b>	State Where Incorporated <b>NEBRASKA</b>
Street or Other Mailing Address <b>2715 W 39TH ST</b>			Contact Name <b>RAEANNA MITCHELL</b>	Phone Number <b>308-234-1881</b>
City <b>KEARNEY</b>	State <b>NE</b>	Zip Code <b>68845</b>	Email Address <b>raeanna@mynewlifechurch.com</b>	
Type of Ownership <input type="checkbox"/> Agricultural and Horticultural Society <input type="checkbox"/> Educational Organization <input checked="" type="checkbox"/> Religious Organization <input type="checkbox"/> Charitable Organization <input type="checkbox"/> Cemetery Organization				

Name	Title of Officers, Directors, or Partners	Address, City, State, Zip Code
JEFF BAKER	PRESIDENT	2004 W 42ND ST, KEARNEY NE 68845
RON CONE	SECRETARY	318 W 66TH ST, KEARNEY NE 68845
TERRY GERDES	TREASURER	10 VALLEY VIEW HEIGHTS, KEARNEY NE 68845

### 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
CHEV (3062090091)	2003	CUTAWAY VAN	1GBJG31U131107595	06/2020
INTL (10350090028)	2003	BUS	1HVBBABM33H560815	06/2020
ROYAL (6123090020)	2006	ENCLOSED TRAILER	5LABE12176M011011	06/2020
FORD (11178090016)	2010	ECONOLINE VAN	1FBSS3EL3ADA87581	06/2020
FORD (1402090042)	2013	CUTAWAY VAN	1FBSS3BL3DDA98147	06/2020

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

- Agricultural and Horticultural Society   
 Educational   
 Religious   
 Charitable   
 Cemetery

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

- YES   
 NO

Give a detail description of the use of the motor vehicle:

TRANSPORTATION FOR CHURCH ACTIVITIES, MINISTRIES AND FUNCTIONS.

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

PRESIDENT

05/20/2020

Title

Date

### For County Treasurer Recommendation

Approval

Denial

Comments: \_\_\_\_\_

*Jenna A. Suttwell*  
Signature of County Treasurer

5-24-20  
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 <b>NEW LIFE ASSEMBLY</b>			Tax Year <b>2020</b>
Name of Owner of Property		County Name <b>BUFFALO</b>	State Where Incorporated <b>NEBRASKA</b>
Street or Other Mailing Address <b>2715 W 39TH ST</b>		Contact Name <b>RAEANNA MITCHELL</b>	Phone Number <b>308-234-1881</b>
City <b>KEARNEY</b>	State <b>NE</b>	Zip Code <b>68845</b>	Email Address <b>raeanna@mynewlifechurch.com</b>
Type of Ownership <input type="checkbox"/> Agricultural and Horticultural Society <input type="checkbox"/> Educational Organization <input checked="" type="checkbox"/> Religious Organization <input type="checkbox"/> Charitable Organization <input type="checkbox"/> Cemetery Organization			

Name	Title of Officers, Directors, or Partners	Address, City, State, Zip Code
JEFF BAKER	PRESIDENT	2004 W 42ND ST, KEARNEY NE 68845
RON CONE	SECRETARY	318 W 66TH ST, KEARNEY NE 68845
TERRY GERDES	TREASURER	10 VALLEY VIEW HEIGHTS, KEARNEY NE 68845

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
SHARP (14118090071)	2014	ENCLOSED TRAILER	1S9BE162XE1870940	06/2020
FORD (16081090058)	2015	TRANSIT WAGON	1FBAX2CGXFKB00693	06/2020
FORD (18108090018)	2017	TRANSIT WAGON T-35	1FBAX2CM1HKB01367	06/2020

Motor Vehicle described above is used in the following exempt category (please mark the applicable boxes):  
 Agricultural and Horticultural Society   
 Educational   
 Religious   
 Charitable   
 Cemetery

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

YES     NO

If No, give percentage of exempt use:

\_\_\_\_\_ %

Give a detail description of the use of the motor vehicle:

TRANSPORTATION FOR CHURCH ACTIVITIES, MINISTRIES AND FUNCTIONS.

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

PRESIDENT

Date

05/20/2020

**For County Treasurer Recommendation**

Approval

Denial

Comments: \_\_\_\_\_

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



# Application for Exemption from Motor Vehicle Taxes by Qualifying Nonprofit Organizations

• To be filed with your county treasurer.  
• Read instructions on reverse side.

**FORM  
457**

Applicant's Name  
**Mid Nebraska Individual Services Inc.**

Street or Other Mailing Address  
**1400 East 27th Street**

City  
**Kearney**

State  
**NE**

Zip Code  
**68847**

County  
**Buffalo**

State Where Incorporated  
**Nebraska**

Type of Ownership  
 Nonprofit Corporation  
 Other (specify):

### IDENTIFY OFFICERS, DIRECTORS, OR PARTNERS OF THE NONPROFIT ORGANIZATION

Title	Name, Address, City, State, Zip Code
Area Director	Bobbi Ehmkke 1400 E. 27th St. Kearney NE 68847

### 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
Chevrolet	2009	Cobalt	1G1ATS8H997166386	June 2020
Chrysler	2009	Town & Country	2A8HR54159R590801	June 2020
Dodge	2010	Ram Truck 1500	1B7RVICT8AS128387	June 2020
Ford	2009	F450 Cutaway Van	1F0FE4S39DA92901	June 2020
Honda	2004	Element	5JWYH276141026493	June 2020

Exempt Uses of Motor Vehicle:  
 Agricultural/Horticultural   
 Educational   
 Religious   
 Charitable   
 Cemetery

Give detailed description of use, including an explanation if multiple use classifications exist:

Are the motor vehicles used exclusively as indicated?

YES     NO

If No, give percentage of exempt use:  
\_\_\_\_\_ %

Under penalties of law, I declare that I have examined this application and that it is, to the best of my knowledge and belief, true, complete, and correct. I also declare that I am duly authorized to sign this exemption application, and that the organization owning the above-listed property does not discriminate in membership or employment based on race, color, or national origin.

**sign here** Bobbi Ehmkke Area Director 5/22/2020  
Authorized Signature Title Date

#### FOR COUNTY TREASURER RECOMMENDATION

APPROVAL    COMMENTS: \_\_\_\_\_  
 DISAPPROVAL

Jean A. Sudwell 5-24-20  
Signature of County Treasurer Date

#### FOR COUNTY BOARD OF EQUALIZATION USE ONLY

APPROVAL    COMMENTS: \_\_\_\_\_  
 DISAPPROVAL

\_\_\_\_\_  
Authorized Signature Date



# Application for Exemption from Motor Vehicle Taxes by Qualifying Nonprofit Organizations

**FORM  
457**

- To be filed with your county treasurer.
- Read instructions on reverse side.

Applicant's Name: Mid Nebraska Individual Services Inc. (con't)

Street or Other Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

County: \_\_\_\_\_ State Where Incorporated: \_\_\_\_\_

Type of Ownership

Nonprofit Corporation

Other (specify): \_\_\_\_\_

### IDENTIFY OFFICERS, DIRECTORS, OR PARTNERS OF THE NONPROFIT ORGANIZATION

Title	Name, Address, City, State, Zip Code
Area Director	Bobbi Fhmke 1400 E. 27th St. Kearney NE 68847

### DESCRIPTION OF THE MOTOR VEHICLES

• Attach an additional sheet, if necessary.

Motor Vehicle Make	Model Year	Body Type	Vehicle ID Number	Registration Date or Date of Acquisition, if Newly Purchased
Dodge	2008	Caravan	2108HAJ44H28R W80255	June 2020
Dodge	2002	Caravan	2B86GP443X2R674392	June 2020
Caryonate	2005	Trailer	5N4UJF2215N052562	June 2020
Ford	2015	Tractor SEL	1FAHP2H8XFG157080	June 2020
Ford	2018	Transit Van T-350	1FBZK2CM5JKB23199	June 2020

Exempt Uses of Motor Vehicle:

Agricultural/Horticultural  Educational  Religious  Charitable  Cemetery

Are the motor vehicles used exclusively as indicated?

YES  NO

Give detailed description of use, including an explanation if multiple use classifications exist:

If No, give percentage of exempt use:

%

Under penalties of law, I declare that I have examined this application and that it is, to the best of my knowledge and belief, true, complete, and correct. I also declare that I am duly authorized to sign this exemption application, and that the organization owning the above-listed property does not discriminate in membership or employment based on race, color, or national origin.

sign here

Bobbi Fhmke  
Authorized Signature

Area Director  
Title

5/22/2020  
Date

### FOR COUNTY TREASURER RECOMMENDATION

APPROVAL

DISAPPROVAL

COMMENTS: \_\_\_\_\_

Jean A. LeVell  
Signature of County Treasurer

5-24-20  
Date

### FOR COUNTY BOARD OF EQUALIZATION USE ONLY

APPROVAL

DISAPPROVAL

COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



# Application for Exemption from Motor Vehicle Taxes by Qualifying Nonprofit Organizations

• To be filed with your county treasurer.  
• Read instructions on reverse side.

FORM  
**457**

Applicant's Name

Street or Other Mailing Address

City

State

Zip Code

County

State Where Incorporated

Type of Ownership

Nonprofit Corporation

Other (specify):

## IDENTIFY OFFICERS, DIRECTORS, OR PARTNERS OF THE NONPROFIT ORGANIZATION

Title	Name, Address, City, State, Zip Code
Area Director	Bobbi Ehmske 1400 E. 27th Street, Kearney NE 68547

## 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
Chrysler	2018	Pacifica	204PC1CG2JR171336	June 2020

Exempt Uses of Motor Vehicle:  
 Agricultural/Horticultural

Educational

Religious

Charitable

Cemetery

Give detailed description of use, including an explanation if multiple use classifications exist:

Are the motor vehicles used exclusively as indicated?

YES

NO

If No, give percentage of exempt use:

%

Under penalties of law, I declare that I have examined this application and that it is, to the best of my knowledge and belief, true, complete, and correct. I also declare that I am duly authorized to sign this exemption application, and that the organization owning the above-listed property does not discriminate in membership or employment based on race, color, or national origin.

sign here

Authorized Signature

*Bobbi Ehmske*

Title

Area Director

Date

5/22/2020

### FOR COUNTY TREASURER RECOMMENDATION

COMMENTS:

APPROVAL

DISAPPROVAL

*Jean A. Schwelb*  
Signature of County Treasurer

Date

5-26-21

### FOR COUNTY BOARD OF EQUALIZATION USE ONLY

COMMENTS:

APPROVAL

DISAPPROVAL

Authorized Signature

Date

Authorized by Neb. Rev. Stat. §§ 77-202(1)(c) and (d), and 60-3,18

# Application for Exemption

## from Motor Vehicle Taxes by Qualifying Nonprofit Organizations

• Read instructions on reverse side.

Name of Organization <b>CATHOLIC HIGH SCHOOL OF KEARNEY</b>		Tax Year <b>2020</b>	
Name of Owner of Property		County Name <b>BUFFALO</b>	State Where Incorporated <b>NE</b>
Street or Other Mailing Address <b>110 E 35TH ST PO BOX 1866</b>		Contact Name <b>MATT ROGERS</b>	Phone Number <b>308-234-2610</b>
City <b>KEARNEY</b>	State <b>NE</b>	Zip Code <b>68847</b>	Email Address <b>MATT.ROGERS@KEARNEYCATHOLIC.ORG</b>

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
MATT ROGERS	PRINCIPAL	110 EAST 35TH ST KEARNEY, NE 68847-- KEARNEY CATHOLIC
FR. JOE HANNAPPEL	PASTOR ST. JAMES CH	PO BOX 128, KEARNEY, NE 68848-- ST JAMES

### 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
ROYAL (14226090024)	2014	ENCLOSED TRALIER	56VEB1629EM110730	06/2020
CHEV (14028090048)	2011	SUBURBAN	1GNDKJE32NT339165	06/2020
GMC (145251090070)	2013	YUKON XL	1GKS2KE79DR3522892	06/2020
CHEV (12104090081)	2008	SUBURBAN	1GNFK16308J121409	06/2020
CHEV (12055090006)	2009	SUBURBAN	1GNFK28389R297487	06/2020

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:  
  
**VEHICLES WILL BE USED TO TRANSPORT STUDENTS AND STAFF TO VARIOUS EDUCATIONAL, ATHLETIC AND OTHER EXTRA CURRICULAR ACTIVITIES**

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** Catholic High School of Kearney - Matt Rogers    Principal    6/1/2020  
 Authorized Signature    Title    Date

#### For County Treasurer Recommendation

Approval     Denial    Comments: \_\_\_\_\_

Jean A. Subwell    6-2-20  
 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

**Please retain a copy for your records.**

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 <b>CATHOLIC HIGH SCHOOL OF KEARNEY</b>		Tax Year <b>2020</b>	
Name of Owner of Property		County Name <b>BUFFALO</b>	State Where Incorporated <b>NE</b>
Street or Other Mailing Address <b>110 E 35TH ST PO BOX 1866</b>		Contact Name <b>MATT ROGERS</b>	Phone Number <b>308-234-2610</b>
City <b>KEARNEY</b>	State <b>NE</b>	Zip Code <b>68847</b>	Email Address <b>MATT.ROGERS@KEARNEYCATHOLIC.ORG</b>

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
MATT ROGERS	PRINCIPAL	110 EAST 35TH ST KEARNEY, NE 68847- KEARNEY CATHOLIC
FR. JOE HANNAPPEL	PASTOR ST. JAMES CH	PO BOX 128, KEARNEY, NE 68848- ST JAMES

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
CHV (17082090013)	2016	SUBURBAN	1GNSKHKC2GR112711	06/2020
BLUE BIRD (18066090023)	2002	LTC40 BUS	1BAGNBJA82F205577	06/2020
TMC MC8	1978	MC8 BUS	TMC237178	06/2020
PREVOST (16111090055)	1997	H34 BUS	2PCH33490V1011953	06/2020

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:

**VEHICLES WILL BE USED TO TRANSPORT STUDENTS AND STAFF TO VARIOUS EDUCATIONAL, ATHLETIC AND OTHER EXTRA CURRICULAR ACTIVITIES**

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**

Catholic High School of Kearney, Matt Rogers    Principal    6/1/2020  
Authorized Signature    Title    Date

### For County Treasurer Recommendation

Approval  
 Denial

Comments: \_\_\_\_\_

Deanna Sudwick  
Signature of County Treasurer

6-2-20  
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

**Please retain a copy for your records.**

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 <b>Community Action Partnership Of Mid-Nebraska</b>		Tax Year <b>2020</b>	
Name of Owner of Property <b>Community Action Partnership Of Mid-Nebraska</b>		County Name <b>Buffalo</b>	State Where Incorporated <b>Nebraska</b>
Street or Other Mailing Address <b>16 W. 11th PO Box 2288</b>		Contact Name <b>Rex Herrick</b>	Phone Number <b>3088655675</b>
City <b>Kearney</b>	State <b>Ne</b>	Zip Code <b>68848</b>	Email Address <b>maintenance@mnca.net</b>

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
SEE ATTACHED				

Motor Vehicle described above is used in the following exempt category (please mark the applicable boxes):  
 Agricultural and Horticultural Society   
 Educational   
 Religious   
 Charitable   
 Cemetery

Are the motor vehicles used exclusively as indicated? (see instructions)  
 YES     NO

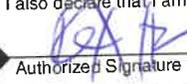
Give a detail description of the use of the motor vehicle:

These vehicles will be used by an educational/charitable organization for the transport of clients and staff.

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

**Vehicle Maintenance Supervisor**  
Title

**6/2/2020**  
Date

**For County Treasurer Recommendation**

Approval  
 Denial

Comments: \_\_\_\_\_

  
Signature of County Treasurer

**6-2-20**  
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

**Please retain a copy for your records.**

2004	Carry On	Utility	4YMUL08184M008896
2017	Chevy	Equinox	2GNALAEK2H1546737
2017	Chevy	Equinox	2GNALAEK3H1546228
2014	Sharp	Enclosed	1S9BE1624E1870125
2007	Droyal	Enclosed	5LABE20287M015717
2003	Pontiac	Montana	1GMDU23E13D257766
1996	Ford	F350	1FMEE11H6THA99846
2011	Dolittle	Trailer	1DGCS1620BM094873
2011	Dolittle	Trailer	1DGCS1629BM094872
2015	Chevy	Trax	3GNCJKSB1FL243470
2015	Chevy	Malibu	1G11C5SL1FF113356
1999	Dodge	Caravan	2B4GP25G5XR273203
2000	Chevy	Malibu	1G1ND52J0Y6237070
1999	GMC	Sierra Pickup	1GTEC14W7XE528679
2001	Dodge	Intrepid	2B3HD46R31H589614
1999	Pontiac	Grand Prix	1G2WJ52M3XF302205
2002	Chevy	Malibu	1G1ND52J92M628365
2002	Chevy	Malibu EHS-red	1G1NE52J82M647258
2010	Hyundai	Santa Fe EHS	5NMSG3AB0AH382201
2010	Hyundai	Santa Fe	5NMSG3AB3AH381852
2008	Chrysler	Town & Country	2A8HR44H38R642366
2011	Hyundai	Sonata	5NPEB4AC6BH209362
2011	Chevy	Malibu-blue EHS	1G1ZC5E15BF118955
2000	Chevy	Malibu	1G1ND52J1Y6320202
1999	Dodge	Caravan	2B4FP2533XR194377
2001	Chevy	Impala	2G1WF55E419283027
2010	Ford	Transit Connect	NMOKS9BN0AT027261
2010	Dodge	Caravan	2D4RN4DE2AR297370
2013	Ford	Explorer-black	1FM5K3D88DGA54458
2011	Ford	Ranger(Brian)	1FTKR1ED0BPA14734
2004	Ford	Freestar	2FMZA57684BA52830
2001	Ford	Taurus	1FAFP53U91G130343
2009	Chevy	C3500(Rick)	1GCJC73K99F162009
2009	Chevy	C3500(Sage)	1GCJC73K69F161898
2009	Chevy	K2500(Wayland)	1GCHK43K19F161856
2009	Chevy	HHR	3GNCA13B59S620238
2011	Chevy	K2500(Dean)	1GB1KVCG4BF139816
2013	Mazda	MX6	1YVHZ8BH6D5M09990
2011	Ford	Ranger	1FTKR1ED9BPA14733
2009	Chevy	Cobalt	1G1AT58HX97181155
2010	International	4300	1HTJTSKM1AH172809
2015	Hyundai	Sonata-blue	5NPE24AFXFH092059
2009	Chevy	Colorado(Red)	1GCCS199398117021
2009	Chevy	Colorado(Bill W)	1GCCS199798102070
2009	Chevy	Colorado(Sage)	1GCCS199598121863
1995	Dodge	D1500	1B7HC16Y2SS377434

2004	Chevy	G3500	1GAHG39U241132062
2018	Dodge	Journey	3C4PDCAB5JT475959
2019	Ford	Fusion	3FA6P0HD8KR103611
2019	Kia	Optima	5XXGT4L39KG325430
2019	Dodge	Journey	3C4PDCBBOKT841163
2015	International		3HAMMMML2FL040735



**THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY**  
**4800 West 57th Street**  
**Sioux Falls, SD 57108**

**OFFICERS OF THE CORPORATION**

<b>President</b>	<b>Randy E. Bury</b>
<b>Vice President, Operations</b>	<b>Nathan Schema</b>
<b>Vice President, Finance</b>	<b>Eric Vanden Hull</b>
<b>Treasurer</b>	<b>Bill Marlette</b>
<b>Secretary</b>	<b>Chad Jungman</b>

# **THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY**

**4800 West 57<sup>th</sup> Street**

**Sioux Falls, SD 57108**

## **Board of Directors**

Mr. Dale Marvin Thompson  
One Southdale Place, 6800 York Avenue South;  
Edina, MN 55435

Mr. Alan Ray Gard  
55 Brightman Circle, South Windsor, CT 06074

Ms. Jill Ann Schumann  
45 Blossom Lane Court; Biglerville, PA 17307

Mr. Randy Eugene Bury  
1808 South Queens Avenue; Sioux Falls, SD 57106

Mr. Kelby Kenneth Krabbenhoft  
5105 S Daffodil Circle; Sioux Falls, SD 57108

Ms. Patricia Lee Camero  
45-090 Namoku Street; Kaneohe, HI 96744

Ms. Lisa Marie Melby  
1125 Flowering Almond Dr.; Loveland, CO 80538

Mr. Norval Dean Buckneberg  
3712 South Lewis Court, Sioux Falls, SD 57103

Mr. Scott Charles Petersen  
26 S. Riverview Heights; Sioux Falls, SD 57105

Mr. Javier Humberto Espinosa  
3406 Stonewyck Street; Orlando, FL 32824

Mr. Dave Austad  
7309 South Shadow Creek Ave., Sioux Falls, SD 57108

Dr. David Brechtelsbauer  
2900 Poplar Drive, Sioux Falls, SD 57105

Ms. Marnie Herrmann  
805 Fifth Street, Rapid City, SD 57701

Mr. Darrell Schmith  
3705 South Bedford Avenue, Sioux Falls, SD 57103

Vacancy

**Date: May 30<sup>th</sup> 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**

**2 Personal Property – 1 chg of value due to removal of 3 items not located in buffalo  
county & 1 accelerate tax for 2020 as business has sold**

**2 Tax List Correction for the month of May 2020**

# Tax List Correction

**BUFFALO County, Nebraska**

Property ID: 311200328 - PP

Date: 05-05-2020

No: 4688

Name and Address:  
DE LAGE LANDEN FINANCIAL SERVICES, INC

Description of Property:

Tax Year: 2019

ATTN: CORPORATE TAX DEPARTMENT  
1111 OLD EAGLE SCHOOL ROAD  
WAYNE, PA 19087

School: 900 School: 10-0007  
District: 900 TAX DISTRICT

Stmnt No: 457

	Actual Valuation	Tax Rate	Consolidated Tax	Farmer Credit	Exemption Value	Exemption Credit	Penalty Tax	1st Half	2nd Half	Total Tax
Original Amount	54,473	1.73411700	944.64	0.00	10,000	173.42	0.00	385.61	385.61	771.22
Corrected Amount	1,349	1.73411700	23.40	0.00	1,349	23.40	0.00	0.00	0.00	0.00
Additional Amount										
Deducted Amount	53,124		921.24		8,651	150.02		385.61	385.61	771.22

Reason for Correction: CHG OF VALUE DUE TO REMOVAL OF 3 ITEMS THAT ARE NOT BUFFALO 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

PROPERTY IDENTIFICATION NUMBER: 311200328

By \_\_\_\_\_ Deputy

# Tax List Correction

**BUFFALO County, Nebraska**

Property ID: 310000062 - PP

Date: 05-12-2020

No: 4689

Name and Address:  
APACHE CAMPER CENTER INC

Description of Property:

Tax Year: 2019

District: 1000 School: 10-0007  
1000 KEARNEY CITY

PO BOX 22578  
LINCOLN, NE 68542

Stmnt No: 2016

	Actual Valuation	Tax Rate	Consolidated Tax	Farmer Credit	Exemption Value	Exemption Credit	Penalty Tax	1st Half	2nd Half	Total Tax
Original Amount	11,529	1.85505600	213.88	0.00	0	0.00	0.00	106.94	106.94	213.88
Corrected Amount										
Additional Amount										
Deducted Amount										

Reason for Correction: ACCELERATE TAX FOR 2020 AS BUSINESS HAS 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

By \_\_\_\_\_ Deputy

PROPOSED LANGUAGE FOR BOARD CONSIDERATION 6/9/2020:

Moved by \_\_\_ 2<sup>nd</sup> by \_\_\_ that Buffalo County Board of Equalization Confess Judgment in Tax Equalization & Review Commission Case #19R0125 in appeal concerning Smart Choice Properties LLC, Appellant, and Buffalo County, Appellee, Inc. for property identified as tax parcel # 604710000 and that the Buffalo County Attorney's Office be, and hereby is, authorized to confess judgment on behalf of this Board, that for tax year 2019 this property had an assessed valuation of \$141,600.

BEFORE THE NEBRASKA TAX EQUALIZATION  
AND REVIEW COMMISSION

SMART CHOICE PROPERTIES, LLC,  
Appellant

19R0125

vs.

CONFESSION OF  
JUDGMENT

BUFFALO COUNTY BOARD OF  
EQUALIZATION  
Appellee

COMES NOW, Andrew W. Hoffmeister, Chief Deputy Buffalo County Attorney and shows that attached hereto is a copy of a Buffalo County Board of Equalization motion, contained within that Board's official minutes for Board meeting held June 9, 2020. That motion empowers this attorney to confess judgment of 2019 taxable valuation for parcel #604710000 in the amount of \$141,600.

This attorney further certifies that he has forwarded a copy of this CONFESSION to Appellant.

BUFFALO COUNTY BOARD OF EQUALIZATION,  
Appellee,

by: \_\_\_\_\_  
Andrew W. Hoffmeister #15687  
Chief Deputy Buffalo County Attorney  
Box 67  
Kearney, NE 68847  
(308) 233-3064  
FAX 308-233-3688

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on June 1, 2020, he caused a copy of the foregoing to be sent to the following person via email.

Eric D. Miller Attorney  
HART & HUYSER, ATTYS  
PO BOX 229  
COZAD NE 69130  
#308-784-4580  
[emiller@cozadtel.net](mailto:emiller@cozadtel.net)

---

Andrew W. Hoffmeister  
Attorney of Record

H:\awh\equalization\Smart conf 2019.doc

Original filed with:

Tax Equalization & Review Commission  
Box 94732  
Lincoln, NE 68509

BEFORE THE NEBRASKA TAX EQUALIZATION  
AND REVIEW COMMISSION

SMART CHOICE PROPERTIES, LLC,  
Appellant

vs.

BUFFALO COUNTY BOARD OF  
EQUALIZATION  
Appellee

19R0125  
ACCEPTANCE OF  
CONFESSION OF  
JUDGMENT-APPELLANT

The undersigned Appellant, as attorney for Appellant Brandt, and as the party that filed the original protest, accepts the Appellee' confesses to this Commission and agrees that for tax year 2019, Buffalo County Tax Parcel ID #604710000 has a tax assessment valuation of \$141,600.

SMART CHOICE PROPERTIES, LLC

BY: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Eric D. Miller Attorney  
HART & HUYSER, ATTYS  
PO BOX 229  
COZAD NE 69130  
#308-784-4580  
[emiller@cozadtel.net](mailto:emiller@cozadtel.net)

Original filed with:

Tax Equalization & Review Commission  
Box 94732  
Lincoln, NE 68509

PROPOSED LANGUAGE FOR BOARD CONSIDERATION 6/9/2020:

Moved by \_\_\_ 2<sup>nd</sup> by \_\_\_ that Buffalo County Board of Equalization Confess Judgment in Tax Equalization & Review Commission Case #19R0175 in appeal concerning Jayce A. Houser, Appellant, and Buffalo County, Appellee, for property identified as tax parcel # 603396005 and that the Buffalo County Attorney's Office be, and hereby is, authorized to confess judgment on behalf of this Board, that for tax year 2019 this property had an assessed valuation of \$80,000.

BEFORE THE NEBRASKA TAX EQUALIZATION  
AND REVIEW COMMISSION

JAYCE A HOUSER,  
Appellant

19R0175

vs.

CONFESSION OF  
JUDGMENT

BUFFALO COUNTY BOARD OF  
EQUALIZATION  
Appellee

COMES NOW, Andrew W. Hoffmeister, Chief Deputy Buffalo County Attorney and shows that attached hereto is a copy of a Buffalo County Board of Equalization motion, contained within that Board's official minutes for Board meeting held June 9, 2020. That motion empowers this attorney to confess judgment of 2019 taxable valuation for parcel #603396005 in the amount of \$80,000.

This attorney further certifies that he has forwarded a copy of this CONFESSION to Appellant.

BUFFALO COUNTY BOARD OF EQUALIZATION,  
Appellee,

by: \_\_\_\_\_  
Andrew W. Hoffmeister #15687  
Chief Deputy Buffalo County Attorney  
Box 67  
Kearney, NE 68847  
(308) 233-3064  
FAX 308-233-3688

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on June 1, 2020, he caused a copy of the foregoing to be sent to the following person via email.

JAYCE A HOUSER  
1420 7<sup>TH</sup> AVE  
KEARNEY NE 68845

---

Andrew W. Hoffmeister  
Attorney of Record

H:\awh\equalization\Houser conf 2019.doc

Original filed with:

Tax Equalization & Review Commission  
Box 94732  
Lincoln, NE 68509

BEFORE THE NEBRASKA TAX EQUALIZATION  
AND REVIEW COMMISSION

JAYCE A HOUSER,  
Appellant

19R0175  
ACCEPTANCE OF  
CONFESSION OF  
JUDGMENT-APPELLANT

vs.

BUFFALO COUNTY BOARD OF  
EQUALIZATION  
Appellee

The undersigned Appellant, as attorney for Appellant Brandt, and as the party that filed the original protest, accepts the Appellee' confesses to this Commission and agrees that for tax year 2019, Buffalo County Tax Parcel ID #603396005 has a tax assessment valuation of \$80,000.

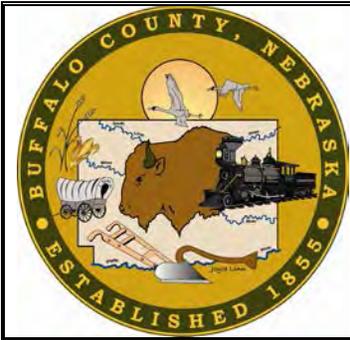
---

Jayce A. Houser  
1420 7<sup>th</sup> Ave  
Kearney NE 68845  
308-440-7696

Original filed with:

Tax Equalization & Review Commission  
Box 94732  
Lincoln, NE 68509





**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](mailto:zoning@buffalocounty.ne.gov)

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## **ZONING AGENDA ITEM #1**

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**FROM:** Dennise Daniels, Zoning Administrator

**MEETING DATE:** June 9, 2020

**SUBJECT:** Code Amendment

Discussion:

Per Zoning Regulations, Section 11.3, the Board of Commissioners must review any zoning amendments, after recommendation of the Planning & Zoning Commission.

Code Amendment of Permitted Principal Uses and Allowable Structures under Section 5.52 of the Commercial District and under Section 5.62 of the Industrial District.

The Code Amendment went in front of the Planning and Zoning Commission on May 21, 2020. Moved by Vest, Seconded by Wolfe. Upon roll call vote, the following Commission members voted "Aye": Keep, Vest, Biehl, Keeney, Vacek, Wolfe, and Brady. Motion was forwarded with a recommendation of "Yes".

No letters or calls were received and no remarks were made in opposition of the Code Amendment.

## ZONING AGENDA ITEM #2

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**FROM:** Dennise Daniels, Zoning Administrator

**MEETING DATE:** June 9, 2020

**AGENT:** Chad Dixon, Registered Land Surveyor, Miller & Associates on behalf of Cruise Brothers, LLC

**SUBJECT:** Zoning Map Amendment for proposed Preliminary Plat “The Greens at Prairie Hills First”, located in part of the Northwest Quarter of Section 36, Township 11 North, Range 16 West of the 6<sup>th</sup> P.M.: Rezone approximately 13.1 Acres from AG – Agriculture to C – Commercial.

### Discussion:

Per Zoning Regulations, Section 11.3, the Board of Commissioners must review any zoning amendments, after recommendation of the Planning & Zoning Commission. The applicant is seeking approximately 13.1 Acres to be rezoned from AG – Agriculture to C – Commercial. Note: the rezoning of the remainder of the proposed preliminary plat will be requested at the time for that final plat filing.

Property is located east of Highway 10, south of 220<sup>th</sup> Road. Parcel ID: 240173000.

If rezoning is approved, approximately 97.97 Acres will be split into proposed preliminary plat, “The Greens at Prairie Hills First”, leaving approximately 89.21 acres remaining.

### Considerations:

- a. That such change in zoning designation would have minimal adverse effect on surrounding properties.
- b. That the intended use of the Commercial District is consistent with property use in the surrounding area.
- c. This amendment is consistent with the growth and development of Buffalo County and the overall Comprehensive Plan adopted by Buffalo County, Nebraska, and
- d. The subject property is situated close to already existing public improvements, such as sufficient utilities so that the map amendment with its attendant changes in uses will not cause additional public costs to function effectively.

The AG – Agriculture to C – Commercial Rezone went in front of the Planning and Zoning Commission on May 21, 2020. Moved by Keep, Seconded by Jeffs. Upon roll call vote, the following Commission members voted “Aye”: Keep, Vest, Biehl, Keeney, Vacek, Wolfe and Jeffs. The following Commission members voted “Nay”: Brady. Motion was forwarded with a recommendation of “Yes”.

No letters or calls were received and no remarks were made in opposition of the rezoning from AG – Agriculture to C – Commercial.

## **ZONING AGENDA ITEM #3**

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**FROM:** Dennise Daniels, Zoning Administrator

**MEETING DATE:** June 9, 2020

**AGENT:** Chad Dixon, Registered Land Surveyor, Miller & Associates on behalf of Cruise Brothers, LLC

**SUBJECT:** Zoning Map Amendment for proposed Preliminary Plat “The Greens at Prairie Hills First”, located in part of the Northwest Quarter of Section 36, Township 11 North, Range 16 West of the 6<sup>th</sup> P.M.: Rezone approximately 38.07 Acres from AG - Agriculture to AGR – Agricultural Residential.

Discussion:

Per Zoning Regulations, Section 11.3, the Board of Commissioners must review any zoning amendments, after recommendation of the Planning & Zoning Commission. The applicant is seeking approximately 38.07 Acres to be rezoned from AG - Agriculture to AGR – Agricultural Residential. Note: the rezoning of the remainder of the proposed preliminary plat will be requested at the time for that final plat filing.

Property is located east of Highway 10, south of 220<sup>th</sup> Road. Parcel ID: 240173000.

If rezoning is approved, approximately 97.97 Acres will be split into proposed preliminary plat, “The Greens at Prairie Hills First”, leaving approximately 89.21 acres remaining.

Considerations:

1. That such change in zoning designation would have minimal adverse effect on surrounding properties.
2. That the intended use of the Agricultural-Residential District is consistent with property use in the surrounding area.
3. This amendment is consistent with the growth and development of Buffalo County and the overall Comprehensive Plan adopted by Buffalo County, Nebraska, and
4. The subject property is situated close to already existing public improvements, such as sufficient utilities so that the map amendment with its attendant changes in uses will not cause additional public costs to function effectively.

The AG - Agriculture to AGR – Agricultural Residential Rezone went in front of the Planning and Zoning Commission on May 21, 2020. Moved by Vest, Seconded by Biehl. Upon roll call vote, the following Commission members voted “Aye”: Keep, Vest, Biehl, Keeney, Vacek, Wolfe, Jeffs, and Brady. Motion was forwarded with a recommendation of “Yes”.

No letters or calls were received and no remarks were made in opposition of the rezoning from AG – Agriculture to AGR – Agricultural Residential.

## **ZONING AGENDA ITEM #4**

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**FROM:** Dennise Daniels, Zoning Administrator

**MEETING DATE:** June 9, 2020

**AGENT:** Chad Dixon, Registered Land Surveyor, Miller & Associates on behalf of Cruise Brothers, LLC.

**SUBJECT:** Preliminary Plat of “The Greens at Prairie Hills First” located in part of the Northwest Quarter of Section 36, Township 11 North, Range 16 West of the 6<sup>th</sup> P.M.

Discussion:

Per Subdivision Regulations, Section 3.09 (A-C), the Board, after notice and public hearing shall approve the preliminary plat, disapprove the preliminary plat, or approve with conditions, to satisfy Buffalo County Subdivision Regulations.

The Preliminary Plat of “The Greens at Prairie Hills First” went in front of the Planning and Zoning Commission on May 21, 2020. Moved by Wolfe, Seconded by Biehl. Upon roll call vote, the following Commission members voted “Aye”: Keep, Vest, Biehl, Keeney, Vacek, Wolfe, and Jeffs. The following Commission members abstained: Brady. Motion was forwarded with a recommendation of “Yes”, however including the suggestion for adding a Block Length Waiver (due to the configuration of the street and topography of the land) and allowing limited access to 220<sup>th</sup>.

No letters or calls were received and no remarks were made in opposition of the Preliminary Plat for “The Greens at Prairie Hills First”.

PROPOSED CODE AMENDMENTS, SUGGESTED AND PROPOSED BY ZONING ADMINISTRATOR:

To amend Sec. 5.52 by adding language for the following uses as uses by right in the C District:

"Auction houses"

"Automobile sales & services "

"Truck sales and service"

"7. Farm machinery, equipment and implement, sales and service."

with alphabetical placement and renumbering done appropriately.

To amend Sec. 5.62 by adding language for the following uses as uses by right in the I District:

"Auction Houses."

"14. Farm machinery, implements, and equipment – retail sales and service."

with alphabetical placement and renumbering done appropriately.

## 5.5 C COMMERCIAL DISTRICT

5.51 INTENT: The C Commercial District is intended for the purpose of providing limited commercial services. Off-street parking is required in order to reduce adverse effects on adjacent properties.

5.52 PERMITTED PRINCIPLE USES AND STRUCTURES: The following shall be permitted as uses by right:

1. Automobile wash facilities;
2. Churches and other religious institutions;
3. Construction sales and services;
4. Convenience store or filling station;
5. Detached banking facilities (ATM);
6. Electric and telephone substations;
7. Farm implement sales and services;
8. Garden centers and nurseries;
9. Irrigation equipment sales and services;
10. Mini storage facilities;
11. Motels, including accessory service uses, such as swimming pools, liquor stores and restaurants;
12. Restaurants and cafes;
13. Service stations;
14. Stores or shops for sale of goods or services at retail;
15. Transportation warehousing;
16. Trucks and freight terminals;
17. Utilities, including shops and offices;
18. Medical clinics;
19. Bed and breakfast operations; and
20. Campgrounds
21. Animal Hospitals (Resolution 10-11-11)
22. Personal Use Solar Energy Systems. (Resolution 02-11-2020)

5.53 PERMITTED ACCESSORY USES AND STRUCTURES: The following accessory uses and structures shall be permitted: Accessory uses and structures normally appurtenant to the permitted uses and structures and to uses and structures permitted as special uses.

5.54 PERMITTED SPECIAL USES: A building or premises may be used for the following purposes in the C Commercial District if a special use permit for such use has been obtained in accordance with Article 6 of these regulations.

1. Airports and Heliports;
2. Private clubs and lodges;
3. Facilities for the commercial storage or sale of fertilizer or toxic or flammable agriculture chemicals;

5.58 **PARKING AND LOADING REGULATIONS:** Parking and loading within the C Commercial District shall be in conformance with the provisions of Article 7 of these regulations. (Resolution 10-10-03)

## **5.6 I INDUSTRIAL DISTRICT**

5.61 **INTENT:** This district is designed to provide for a wide range of industrial and related uses.

5.62 **PERMITTED PRINCIPAL USES AND STRUCTURES:** (Resolution 10-11-11)

1. Animal hospitals;
2. Automobile sales and services;
3. Automotive wash facilities;
4. Bottling works;
5. Building material sales and ready-mix concrete plants;
6. Carpenter, cabinet, plumbing or sheet metal shops;
7. Carpet and rug cleaning and repair services;
8. Disinfecting and exterminating services;
9. Dry cleaning, laundering and dyeing services;
10. Dyeing and finishing of textiles;
11. Educational and scientific research services;
12. Electrical sales and services;
13. Equipment rental and leasing services;
14. Farm machinery and equipment - retail;
15. Farm supplies - retail;
16. Feeds, grains and hay - retail;
17. Food lockers and storage services;
18. Freight forwarding services;
19. Furniture repair and reupholster services;
20. Fur trading services;
21. Garden centers and nurseries;
22. Gas utility maintenance yard;
23. Manufacturing operation;
24. Landscape sales and services;
25. Mobile and modular home sales and manufacturing;
26. Newspaper publishing plants and commercial printing;
27. Personal Use Solar Energy Systems. (Resolution 02-11-2020)
28. Photoengraving;
29. Photo finishing services;
30. Public utility and public service uses;
31. Radios, televisions, phonographs, recorders, tape players and other similar devices repair services;
32. Service stations;
33. Stores or shops for the sale of industry goods at retail;
34. Telephone services;
35. Transportation warehousing;

• **AM** • **ADAM MARSHALL  
AUCTIONEERS  
& LAND BROKERS**

4009 6<sup>th</sup> Ave, Suite 5 – Kearney, NE 68845 (308) 455-4410

[www.adammarshallauction.com](http://www.adammarshallauction.com)

May 7<sup>th</sup>, 2020

Buffalo County Planning & Zoning Commission

PO BOX 1270

Kearney, NE 68848

### **Allowed Uses in Commercial Zoning**

I would propose that under the commercial zoning allowed uses that Buffalo County add:

1. Automobile Sales
2. Truck Tractor Sales

The reason for this request is to make it easier for potential buyers of commercial real estate to know if that piece of property will work for their business. Business owners in the automobile & truck dealership must apply with the State of Nebraska for a dealership license. In order to apply for their license, they must have a letter from their county stating that dealership sales are allowed in current zoning of their business location.

I think by adding this into the zoning regulations book, we can save the county zoning, potential buyers and real estate agents much time. Currently, there is no mention of automobile sales in either commercial or industrial zoning in the regulation book.

Best Regards,

Adam Marshall - Broker

APPLICATION FOR A CHANGE OF ZONING  
BUFFALO COUNTY, NEBRASKA

36-11-16  
RUSCO

**Filing Fee: \$75.00 plus estimated cost of publication made payable to Buffalo County.**  
Form must be filled out completely before acceptance of this application for processing. **Please print.**  
Date 4-30-2020

Applicant's Name Cruise Brothers Telephone # 308-627-4598

Applicant's Address PO Box 1805, Kearney, NE Zip Code 68848

Present Use of Subject Property Golf Course

Desired Use of Subject Property Residential Subdivision

Present Zoning Agricultural Requested Zoning Agricultural-Residential, Commercial

Legal Description of Property Requested to be Rezoned Part of the NW1/4, Section 36, Township 11 North, Range 16 West

Area of Subject Property, Square Feet and/or Acres 44.41

How are Adjoining Properties Used (Actual Use)

North Farm ground

South Residential and Golf course

East Farm ground

West Farm ground

If Exhibits are furnished, please describe and enumerate. Furnish plot or site plan showing existing and proposed structures, easements, water courses, curb cutbacks, etc.

**Justification**

You must justify your request. Questions 1 through 4 must be answered completely. Use additional sheets if needed.

1. What is the general character of the area? Describe.  
The area is rolling hills with an 18 hole golf course partialy surrounded by residential housing of both large and medium sized lots
2. Can soil conditions support the kinds of development in the proposed zoning district? What is the soil classification of the area?  
The soil can support the development. Coly, Uly silt loam(see attached)
3. What type of sewer and water system will be used?  
Personal well for water, and septic tank and leach field for sewer.
4. How will the proposed zoning district affect traffic in the area?  
There would be increase of residential traffice to the existing 18 hole golf course club house traffic as the subdivision is developed in phases

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.

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

Signature of Owner [Signature]

Signature of Agent [Signature]

Printed Name Wick Cruise

Printed Name Chad Dixon

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

Office Use Only  
Permit Number 2020-22  
Amount \$ 75 Receipt # 074788  
Floodplain Yes or (No) 5/1/20 DMD  
Date Initial

OFFICE USE ONLY

Permit # 2020-22 Fee Received \$75 Receipt # 074788

Date 5/21/2020 Approved X  
Disapproved \_\_\_\_\_

  
\_\_\_\_\_  
Chair, Buffalo County Planning Commission

Date \_\_\_\_\_ Approved \_\_\_\_\_  
Disapproved \_\_\_\_\_

\_\_\_\_\_  
Chair, Buffalo County Board of Commissioners

# REZONING PLAT

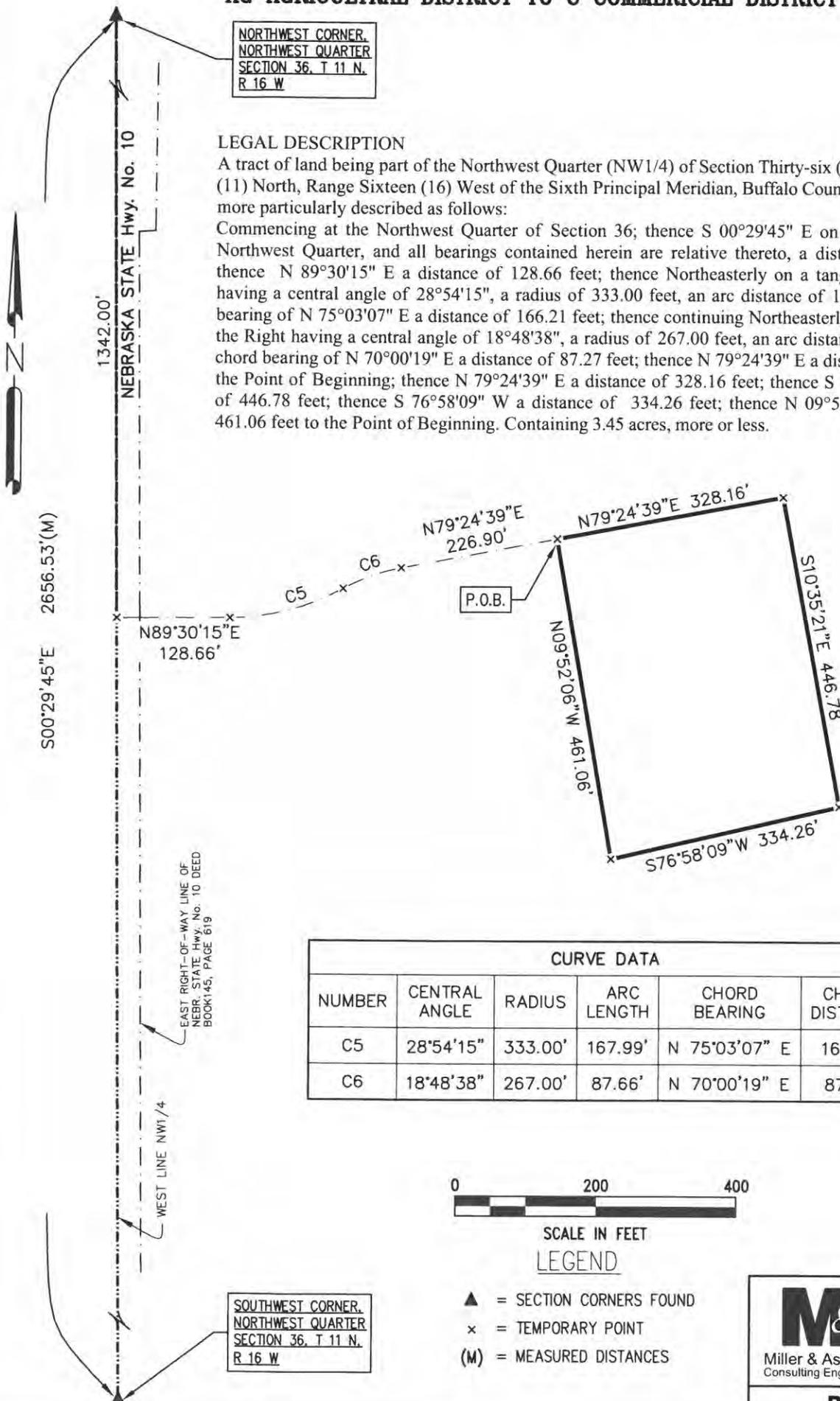
## AG AGRICULTURAL DISTRICT TO C COMMERCIAL DISTRICT

NORTHWEST CORNER,  
NORTHWEST QUARTER  
SECTION 36, T 11 N,  
R 16 W

### LEGAL DESCRIPTION

A tract of land being part of the Northwest Quarter (NW1/4) of Section Thirty-six (36), Township Eleven (11) North, Range Sixteen (16) West of the Sixth Principal Meridian, Buffalo County, Nebraska, and more particularly described as follows:

Commencing at the Northwest Quarter of Section 36; thence S 00°29'45" E on the West line of said Northwest Quarter, and all bearings contained herein are relative thereto, a distance of 1342.00 feet; thence N 89°30'15" E a distance of 128.66 feet; thence Northeasterly on a tangent curve to the Left having a central angle of 28°54'15", a radius of 333.00 feet, an arc distance of 167.99 feet and a chord bearing of N 75°03'07" E a distance of 166.21 feet; thence continuing Northeasterly on a tangent curve to the Right having a central angle of 18°48'38", a radius of 267.00 feet, an arc distance of 87.66 feet and a chord bearing of N 70°00'19" E a distance of 87.27 feet; thence N 79°24'39" E a distance of 226.90 feet to the Point of Beginning; thence N 79°24'39" E a distance of 328.16 feet; thence S 10°35'21" E a distance of 446.78 feet; thence S 76°58'09" W a distance of 334.26 feet; thence N 09°52'06" W a distance of 461.06 feet to the Point of Beginning. Containing 3.45 acres, more or less.

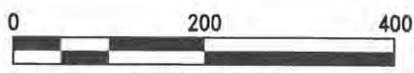


EAST RIGHT-OF-WAY LINE OF  
NEBR. STATE HWY. No. 10 DEED  
BOOK 145, PAGE 619

WEST LINE NW1/4

SOUTHWEST CORNER,  
NORTHWEST QUARTER  
SECTION 36, T 11 N,  
R 16 W

CURVE DATA					
NUMBER	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C5	28°54'15"	333.00'	167.99'	N 75°03'07" E	166.21'
C6	18°48'38"	267.00'	87.66'	N 70°00'19" E	87.27'



SCALE IN FEET

### LEGEND

- ▲ = SECTION CORNERS FOUND
- × = TEMPORARY POINT
- (M) = MEASURED DISTANCES

**Miller & Associates**  
Consulting Engineers, P.C.

1111 CENTRAL AVENUE  
KEARNEY, NE 68847-6833  
Tel: 308-234-6456  
Fax: 308-234-1146  
www.miller-engineers.com

### REZONING PLAT

# REZONING PLAT

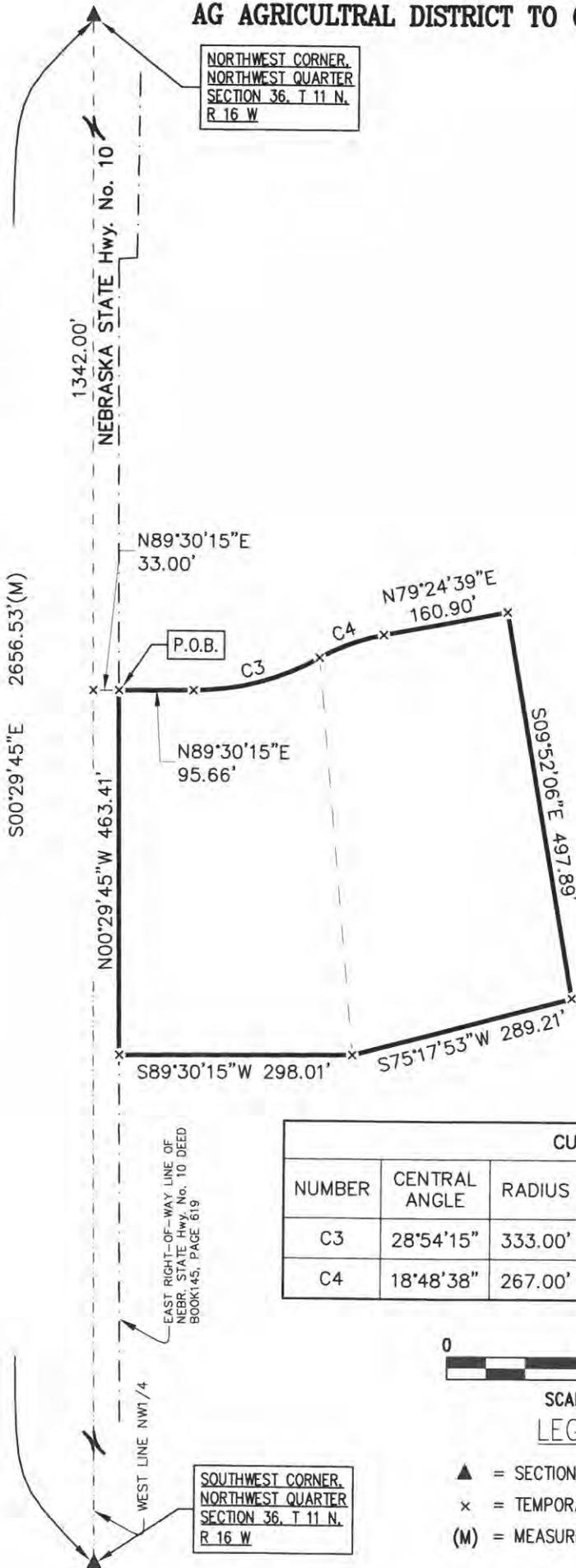
## AG AGRICULTURAL DISTRICT TO C COMMERCIAL DISTRICT

NORTHWEST CORNER,  
NORTHWEST QUARTER  
SECTION 36, T 11 N,  
R 16 W

### LEGAL DESCRIPTION

A tract of land being part of the Northwest Quarter (NW1/4) of Section Thirty-six (36), Township Eleven (11) North, Range Sixteen (16) West of the Sixth Principal Meridian, Buffalo County, Nebraska, and more particularly described as follows:

Commencing at the Northwest Quarter of Section 36; thence S 00°29'45" E on the West line of said Northwest Quarter and all bearings contained herein are relative thereto, a distance of 1342.00 feet; thence N 89°30'15" E a distance of 33.00 feet to the East right-of-way line of Nebraska State Highway 10 as recorded in Warranty Deed in Deed Book 145, Page 619 and filed in the Buffalo County Register of Deeds Office and the Point of Beginning; thence N 89°30'15" E a distance of 95.66 feet; thence Northeasterly on a tangent curve to the Left having a central angle of 28°54'15", a radius of 333.00 feet, an arc distance of 167.99 feet and a chord bearing of N 75°03'07" E a distance of 166.21 feet; thence continuing Northeasterly on a tangent curve to the Right having a central angle of 18°48'38", a radius of 267.00 feet, an arc distance of 87.66 feet and a chord bearing of N 70°00'19" E a distance of 87.27 feet; thence S 09°52'06" E a distance of 497.89 feet; thence S 75°17'53" W a distance of 289.21 feet; thence S 89°30'15" W a distance of 298.01 feet to said East right-of-way line of Nebraska State Highway 10; thence N 00°29'45" W on said East right-of-way line a distance of 463.41 feet to the Point of Beginning. Containing 6.12 acres, more or less.



CURVE DATA					
NUMBER	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C3	28°54'15"	333.00'	167.99'	N 75°03'07" E	166.21'
C4	18°48'38"	267.00'	87.66'	N 70°00'19" E	87.27'



SCALE IN FEET

### LEGEND

- ▲ = SECTION CORNERS FOUND
- × = TEMPORARY POINT
- (M) = MEASURED DISTANCES



**Miller & Associates**  
Consulting Engineers, P.C.

1111 CENTRAL AVENUE  
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Fax: 308-234-1146  
www.miller-engineers.com

**REZONING PLAT**

# REZONING PLAT

## AG AGRICULTURAL DISTRICT TO C COMMERCIAL DISTRICT

NORTHWEST CORNER,  
NORTHWEST QUARTER  
SECTION 36, T 11 N,  
R 16 W

N89°27'31"E 2645.14'(M)

NORTHEAST CORNER,  
NORTHWEST QUARTER  
SECTION 36, T 11 N,  
R 16 W

NORTH LINE NW1/4

220th ROAD



### LEGAL DESCRIPTION

A tract of land being part of the Northwest Quarter (NW1/4) of Section Thirty-six (36), Township Eleven (11) North, Range Sixteen (16) West of the Sixth Principal Meridian, Buffalo County, Nebraska, and more particularly described as follows:

Commencing at the Northwest Quarter of Section 36; thence N 89°27'31" E on the North line of said Northwest Quarter, and all bearings contained herein are relative thereto, a distance of 164.41 feet to the Northeast corner of a tract of land described in Warranty Deed recorded as 2016-00988 in the Buffalo County Register of Deeds Office; thence S 03°41'01" E on the East line of said tract a distance of 378.59 feet; thence S 22°16'16" E continuing on said East line a distance of 228.71 feet; thence S 07°42'12" W a distance of 194.77 feet to the south line of said tract; thence S 86°29'20" W on the South line of said tract a distance of 209.82 feet to the East right-of-way line of Nebraska State Highway 10 as recorded in Warranty Deed in Deed Book 145, Page 619 and filed in the Buffalo County Register of Deeds Office; thence S 00°29'45" E on said East right-of-way line a distance of 547.92 feet; thence N 89°30'15" E a distance of 95.66 feet; thence Northeasterly on a tangent curve to the Left having a central angle of 28°54'15", a radius of 333.00 feet, an arc length of 167.99 feet and a chord bearing of N 75°03'07" E a distance of 166.21 feet; thence Northeasterly on a non-tangent curve to the Right having a central angle of 16°01'12", a radius of 267.00 feet, an arc length of 74.65 feet and a chord bearing of N 68°36'36" E a distance of 74.41 feet; thence N 10°35'21" W a distance of 500.21 feet; thence S 86°29'20" W a distance of 28.98 feet to the Point of Beginning. Containing 3.53 acres, more or less.



SCALE IN FEET

### LEGEND

- x = TEMPORARY POINT
- (M) = MEASURED DISTANCES

### CURVE DATA

NUMBER	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	28°54'15"	333.00'	167.99'	N 75°03'07" E	166.21'
C2	16°01'12"	267.00'	74.65'	N 68°36'36" E	74.41'

EAST RIGHT-OF-WAY LINE OF  
NEBR. STATE Hwy. No. 10 DEED  
BOOK 145, PAGE 619

SOUTHWEST CORNER,  
NORTHWEST QUARTER  
SECTION 36, T 11 N,  
R 16 W



1111 CENTRAL AVENUE  
KEARNEY, NE 68847-6833  
Tel: 308-234-6456  
Fax: 308-234-1146  
www.miller-engineers.com

### REZONING PLAT

# ZONING EXHIBIT

DAWSON PUBLIC POWER DISTRICT

JOLYN FARMS  
27415 GRAND ISLAND RD  
PLEASANTON, NE 68866

CHARLES JOHNSON  
PO BOX 63  
PLEASANTON, NE 68866

CHARLES JOHNSON  
PO BOX 63  
PLEASANTON, NE 68866

CRUISE FARMS  
27905 SWEETWATER RD  
PLEASANTON, NE 68866

AG TO C

AG TO C

AG TO C

CRUISE BROTHERS  
PO BOX 1805  
KEARNEY, NE 68848

AG TO AGR

CRUISE BROTHERS  
PO BOX 1805  
KEARNEY, NE 68848

AARON MITCHELL  
6 MUIRFIELD DR  
PLEASANTON, NE 68866

MITCHELL BEHRENDT  
10 MUIRFIELD DR  
PLEASANTON, NE 68866

ROGER GARRELT  
2 MUIRFIELD DR  
PLEASANTON, NE 68866

SUPER M FARMS  
#14 HILLCREST DR.  
KEARNEY, NE 68845

BRENDA BENDFELDT  
6910 RAVENNA RD  
GIBBON, NE 68840

300' FROM REZONE  
BOUNDARY

NORTH LINE NW 1/4 SECTION 36, T11N, R16W

220th ROAD

PART NW 1/4 SECTION 36, T11N, R16W UNPLATTED 2016-10088

33.00'

300'

EAST LINE NW 1/4 SECTION 36, T11N, R16W

PART W 1/2 SECTION 36, T11N, R16W UNPLATTED 2017-08194

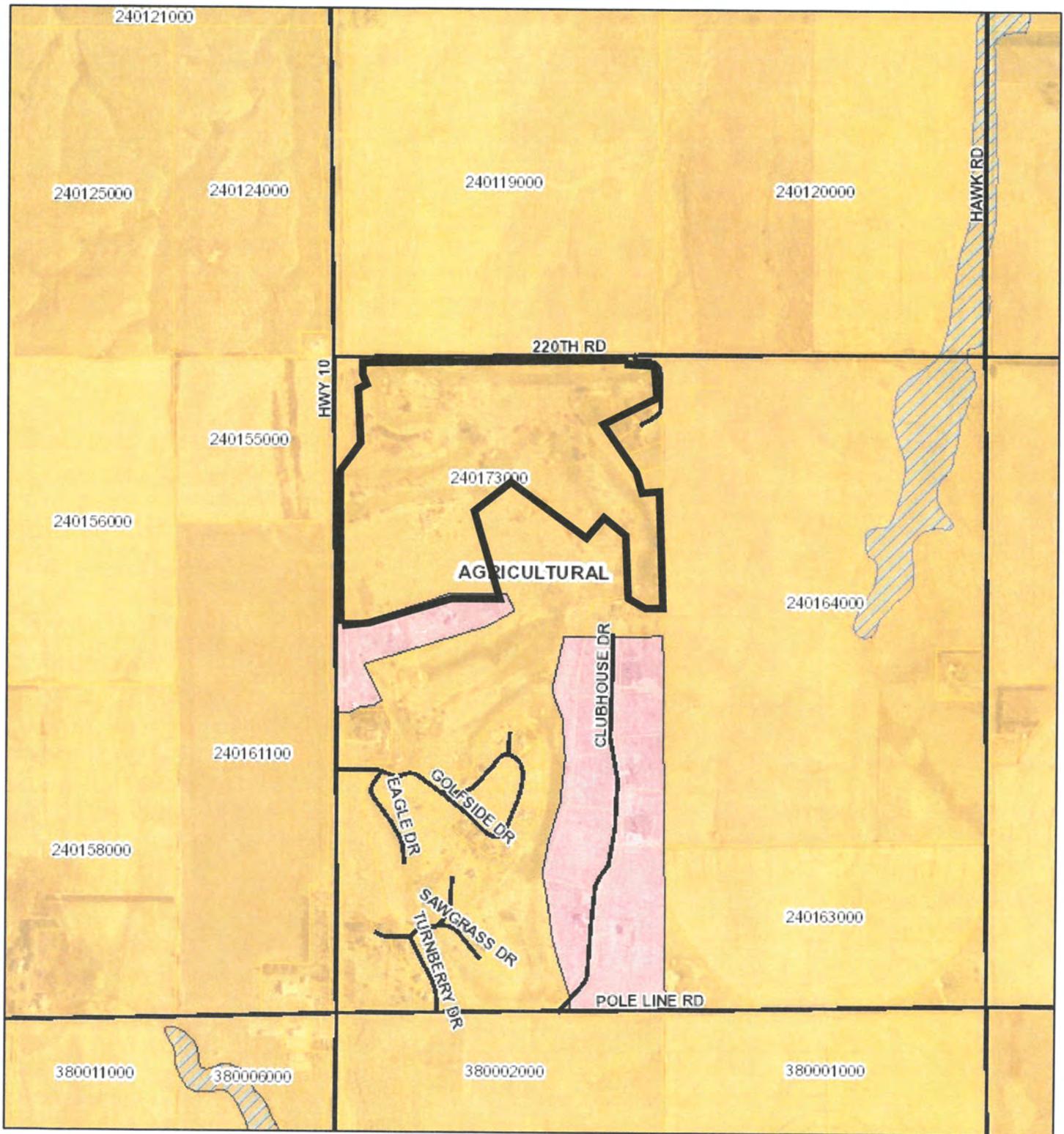
PART NW 1/4 SECTION 36, T11N, R16W

PART W 1/2 SECTION 36, T11N, R16W UNPLATTED 2009-10190

SOUTH LINE NW 1/4 SECTION 36, T11N, R16W

PART WEST 1/2 SECTION 36, T11N, R16W UNPLATTED 2015-01858





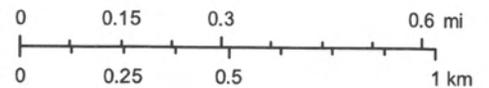
May 8, 2020

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.

Legend

- |                   |                          |
|-------------------|--------------------------|
| Labeled Streets   | AREA NOT INCLUDED        |
| Special Use       | <b>County Zoning</b>     |
| ETJ               | AGRICULTURAL             |
| City Limits       | AGRICULTURAL-RESIDENTIAL |
| <b>Floodplain</b> | COMMERCIAL               |
| 500-YEAR FLOOD    | INDUSTRIAL               |
| 100-YEAR FLOOD    | Parcels                  |

1:18,056



**gWorks** The Greens Preliminary Plat Aerial Map



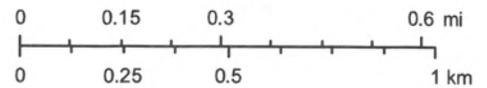
May 8, 2020

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.

Legend

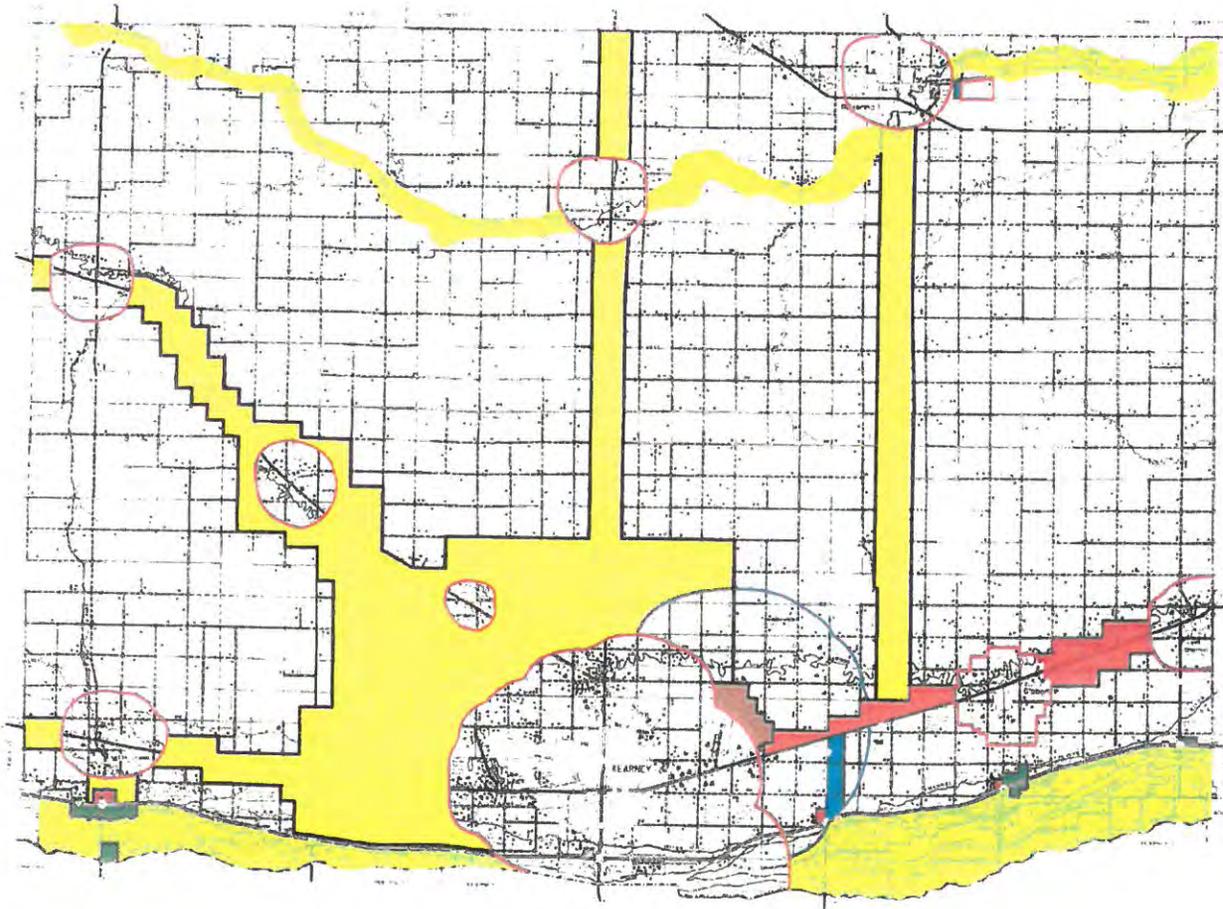
1:18,056

-  Labeled Streets
-  Special Use
-  ETJ
-  City Limits
-  Parcels



# FUTURE LAND USE MAP

## BUFFALO COUNTY, NEBRASKA



### LEGEND

- MUNICIPAL PLANNING JURISDICTION
- MUNICIPAL AIRPORT JURISDICTION
- AGRICULTURAL CONSERVATION DISTRICT
- AGRICULTURAL PRODUCTION
- RURAL RESIDENTIAL
- INTENSIVE AGRICULTURAL
- COMMERCIAL
- PARKS/RECREATION
- KEARNEY MUNICIPAL AIRPORT
- LINE OF TOPOGRAPHICAL CHANGE

**HANNA-KEELAN ASSOCIATES, P.C.**  
**COMMUNITY PLANNING & RESEARCH**

\* Lincoln, Nebraska \* 402.464.5383 \*

ILLUSTRATION 4.2

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

36-11-16
RUSCO

Type of Plat Administrative Sub Preliminary Plat X 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: The Greens at Prairie Hills Date 4-30-2020

Owner's name: Cruise Brothers

Owner's home address: PO Box 1805, Kearney, NE 68848

Telephone number(home): (daytime) 308-627-4598

Developer's name: same

Developer's address: same

Engineer's name and address: Miller & Associates, 1111 Central Ave, Kearney, NE 68847

List all people who own, have liens and other interest Cruise Brothers, First National Bank of Omaha

Present use of property: Golf Course

Desired use of property: Residential/Commercial Present Zoning Agricultural

Legal Description of property: Part of the NW1/4, Section 36, Township 11 North, Range 16 West

Area of property(square feet and/or acres) 97.97 acres

Number of lots or parcels: 26

School District Pleasanton Fire District Pleasanton

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: [Signature] Printed Name: Nick Cruise

And agent: [Signature]

Preliminary Plat approval date:

Office Use Only
Permit Number 2020-23
Filing Fee \$1,540 Receipt # 074788
Zoning Classification AG
Floodplain Yes or No 5/11/20 Date DMD
8/09 Date Initial

Action Taken:

P & Z Recommendation: X approved disapproved
County Commissioners approved disapproved

Date: 5/21/2020
Date:



April 30, 2020  
Kearney, NE

Buffalo County Planning & Zoning Commission  
P.O. Box 1270  
Kearney, NE 68848

Re: The Greens at Prairie Hills Subdivision statement  
Project No. 136-P12-001

To Whom It May Concern:

In accordance to Section 7.03 of the current Buffalo County Subdivision Regulation the following information is stated.

The Subdivider has interest in surrounding land that lies south of the Preliminary Plat. This land is owned by the Subdivider and will remain as a golf course.

Special provisions needed for this application are rezoning the majority of the first phase of the final plat from Agricultural to Agricultural-Residential. Rezoning is also needed for one lot of the first phase, and three lots of the second phase from Agricultural to Commercial. The Subdivider has had interest in one of the lots for a small business office space, and another lot will be where the existing clubhouse is located. Two other contiguous lots are proposed to be commercial for continuity, buffer yard, and to provide cohesive zoning practices. The Commercial Zoning district allows residential single family homes by a special use, should there be a desire to use any of these commercial lots for a residential home.

The Subdivider information:

Cruise Brothers  
PO Box 1805  
Kearney, NE 68848  
[Justin.d.cruise@gmail.com](mailto:Justin.d.cruise@gmail.com)  
Justin cell# 308-627-4598

The above described Subdivision conforms to all Buffalo County Design Standards except the following.

**Sec. 4.03 STREET, ROAD AND OTHER RIGHT-OF-WAY**

In all cases of permanent dead-end streets and roads, cul-de-sac rights-of-way shall be dedicated. Streets and roads ending in a cul-de-sac shall not be longer than six-hundred (600) feet. This may be extended when topographical rise and fall of cul-de-sac street does not exceed six (6) feet from highest elevation to lowest elevation of road measured from center of street at intersection of entry to cul-de-sac road to furthest point of cul-de-sac from intersection.

**MA**  
**Miller & Associates**  
CONSULTING ENGINEERS, P.C.  
1111 Central Ave. Kearney, NE 68847-6833  
Tel: 308-234-6456  
Fax: 308-234-1146  
[www.miller-engineers.com](http://www.miller-engineers.com)



**Miller & Associates**  
CONSULTING ENGINEERS, P.C.

1111 Central Ave. Kearney, NE 68847-6833

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Fax: 308-234-1146  
[www.miller-engineers.com](http://www.miller-engineers.com)

#### Sec. 4.06 BLOCKS

No block shall be longer than thirteen hundred twenty (1,320) feet. This may be extended when topographical rise and fall of street does not exceed six (6) feet from highest elevation to lowest elevation of block measured from center of intersections of intersecting streets at opposite ends of the block.

The proposed C Avenue Place has a designed length of 1,212' from Prairie Hills Road to the cul-de-sac. It will not have a rise or fall greater than 6'. C Avenue Place runs south from Prairie Hills Road, with a steady downward grade following an existing ridgeline. The entire length of the road is visible from both ends. There will be no side streets connecting to C Avenue Place. This proposed road would be similar to the 3,092' Clubhouse Drive that was platted in Prairie Acres Second Subdivision in this same section. The existing and unique development along with the challenging terrain are the contributing factors to increase the Avenue C Place by 612' beyond the 600' length. With the RL-2 design standards and excellent sight visibility to the entire length of Avenue C Place, we would recommend consideration of Avenue C Place to be extended from 600' to 1,212'.

Thank you for your consideration of these matters as we proceed with the Platting process.

Very truly yours,  
MILLER & ASSOCIATES  
CONSULTING ENGINEERS, P.C.

Chad A. Dixon, R.L.S.

## LIMITED TITLE REPORT

**FILE NO: NTK0004444**

**TO: Miller & Associates  
Chad Dixon**

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 Northwest Quarter (NW ¼) of Section Thirty-six (36), Township Eleven (11) North, Range Sixteen (16) West of the 6th P.M., Buffalo County, Nebraska, and more particularly described as follows:

Commencing at a survey marker spike with L.S. #632 washer at the Northwest Corner of the Northwest Quarter of Section 36; thence N 89° 27' 31" E on the North line of said Northwest Quarter, and all bearings contained herein are relative thereto, a distance of 164.41 feet to the POINT OF BEGINNING; thence continuing N 89° 27' 31" E a distance of 2240.21 feet to the West line of Golfside #1 Subdivision, a subdivision being part of the Northeast Quarter of the Northwest Quarter of Section 36, Township 11 North, Range 16 West of the 6th P.M., Buffalo County, Nebraska; thence S 01° 26' 57" E on the West line of said Golfside #1 Subdivision a distance of 66.36 feet to a 5/8 rebar; thence S 87° 15' 40" E continuing on said West line of Golfside #1 a distance of 175.27 feet to a 5/8" rebar w/ cap; thence Southeasterly on a tangent curve to the Right and continuing on said West line having a central angle of 86° 50' 55", a radius of 30.00 feet, an arc length of 45.47 feet and a chord bearing of S 43° 51' 39" E a distance of 41.24 feet to a 5/8" rebar w/cap; thence S 00° 26' 12" E continuing on said West line of Golfside #1 Subdivision a distance of 244.25 feet to a 5/8" rebar w/cap on the North line of Lot 1 of said Golfside #1 Subdivision; thence S 69° 06' 25" W on said North line of Lot 1 a distance of 255.44 feet to a 5/8" rebar at the Northwest corner of said Lot 1; thence S 59° 05' 07" W on the North line of Lot 2 of said Golfside #1 Subdivision a distance of 223.84 feet to a 5/8" rebar at the Northwest corner of said Lot 2; thence S 35° 48' 57" E on the Westerly line of Lot 2, Lot 3 and Lot 5 of said Golfside #1 Subdivision a distance of 477.20 feet to a 5/8" rebar at the Northwest corner of Lot 6 of said Golfside #1 Subdivision; thence S 16° 56' 58" E on the West line of said Lot 6 a distance of 164.04 feet to a 5/8" rebar at the Southwest corner of said Lot 6; thence N 89° 32' 54" E on the South line of said Lot 6 a distance of 145.32 feet to a 5/8" rebar on the East line of said Northwest Quarter; thence S 00° 26' 12" E on said East line of the Northwest Quarter a distance of 1019.46 feet to a 5/8" rebar at the Northeast corner of a tract of land described in Warranty Deed recorded as [2015-01658](#) in the Buffalo County Register of Deeds Office; thence N 66° 29' 34" W on the North line of said 2015-01658 tract a distance of 386.46 feet to a 5/8" rebar w/cap; thence S 88° 53' 56" W continuing on said North line a distance of 210.96 feet to a 5/8" rebar at the Northwest corner of said 2015-01658 tract; thence N 89° 05' 36" W a distance of 761.58 feet to a 5/8" rebar at the Northeast corner of a tract of land described in Warranty Deed as recorded as [2017-06194](#) in the Buffalo County Register of Deeds Office; thence S 88° 46' 13" W on said North line of 2017-06194 tract a distance of 395.03 feet to a 5/8" rebar; thence S 71° 28' 12" W continuing on said North line and on the North line of a tract of land described in Warranty Deed as recorded Inst. [2005-10100](#) in the Buffalo County Register of Deeds Office a distance of 684.73 feet to a 5/8" rebar; thence S 83° 49' 06" W continuing on said North line a distance of 239.16 feet to a 5/8" rebar on the East right-of-way line of Nebraska State Highway 10 as recorded in Warranty Deed in Deed [Book 145, Page 619](#) and filed in the Buffalo County Register of Deeds Office; thence N 00° 36' 43" W on said East right-of-way line a distance of 265.20 feet to a 5/8" rebar w/cap; thence N 00° 29' 45" W continuing on said East right-of-way line a distance of 1124.03 feet to a 5/8" rebar w/cap on the South line of

a tract of land described in Warranty Deed recorded as [2016-00988](#) in the Buffalo County Register of Deeds Office; thence N 86° 29' 20" E on said South line a distance of 209.82 feet to a 5/8" rebar at the Southeast corner of said tract; thence N 07° 42' 12" E on the East line of said tract a distance of 194.77 feet to a 5/8" rebar; thence N 22° 16' 16" W continuing on said East line a distance of 228.71 feet to a 5/8" rebar; thence N 03° 41' 01" W continuing on said East line a distance of 378.59 feet to the Point of Beginning.

**GRANTEE IN LAST DEED OF RECORD:**

[Cruise Brothers LLC, a Nebraska limited liability company](#)

**UNRELEASED LIENS OF RECORD:**

- a. Deed of Trust from Cruise Brothers LLC; a Nebraska limited liability company to First National Bank of Omaha, Trustee and Beneficiary, in the maximum lien amount of \$577,400.00 dated December 3, 2019 and recorded December 6, 2019 as [Inst. No. 2019-06741](#). (contains Future Advance Clause)
- b. Assignment of Rents from Cruise Brothers LLC; a Nebraska limited liability company to First National Bank of Omaha dated December 3, 2019 and recorded December 6, 2019 as [Inst. No. 2019-06742](#).

**JUDGMENTS OR TRANSCRIPTS OF JUDGMENTS:**

None of Record

**TAXES/ASSESSMENTS:**

2018 and all prior years - paid in full  
2019 in the amount of \$6,380.26 - not paid.  
First half becomes delinquent May 1, 2020;  
Second half becomes delinquent September 1, 2020.  
Parcel ID No.: [240173000](#) (includes other land)  
Assessed Value: \$512,655.00

- 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. Reservation unto The Federal Land Bank of Omaha, of an undivided one-half interest in all oil, gas and mineral rights to the NW1/4 of 36-11-16, for a period of 20 years from January 8, 1946 and as long thereafter as mineral production continues, as shown in Warranty Deed recorded February 13, 1946 in Deed [Book 145, Page 84](#); records of Buffalo County, Nebraska.
- b. Right-of-Way Easement given to Dawson County Public Power District, to construct, operate and maintain an electric transmission line across the W1/2 of 36-11-16, together with rights of ingress and egress, recorded August 16, 1972 in Misc. [Book 56, Page 208](#); records of Buffalo County, Nebraska.
- c. Pipeline Agreement made between Richard Dale Wilson and Donna M. Wilson, and Richard P. Griesse and Eleanor Griesse, having to do with the right to construct, operate and maintain a gas entry pipeline affecting the S1/2 SE1/4 and W1/2 of 36-11-16, together with rights of ingress and egress, dated May 3, 1974, recorded May 20, 1974 on [Roll 74, Page 1883](#); records of Buffalo County, Nebraska..

- d. Right of Way Grant given by Richard P. Griesse and Eleanor Griesse, to Richard Dale Wilson, to construct, operate and maintain a gas pipeline across the S1/2 SE1/4 and W1/2 of 36-11-16, together with rights of ingress and egress, dated May 2, 1974, recorded May 20, 1974 on [Roll 74, Page 1884](#); records of Buffalo County, Nebraska..

NOTE: Easement rights were then assigned by Richard Dale Wilson and Donna M. Wilson, for the benefit of the E1/2 of 31-11-15 and for the benefit of the SW1/4 of 31-11-15, as shown by Assignment dated May 7, 1974, recorded May 20, 1974 on [Roll 74, Page 1885](#); records of Buffalo County, Nebraska..

- e. Right of Way Grant given to KN Energy, Inc., to construct, operate and maintain pipelines and appurtenances sport oil, gas or other fluids across a tract of land in the W1/2 of 36-11-16, together with rights of ingress and egress, dated June 17, 1996, recorded February 6, 1997 as Inst. [97-800](#); records of Buffalo County, Nebraska.

NOTE: The owner of record of said Easement is now Source Gas Distribution LLC.

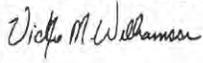
- f. Terms, covenants and conditions of the Easement given by the owners of all of Golfside #4 Subdivision, to the owner of the golf course located in the W1/2 of 36-11-16, for a golf cart pathway crossing Sawgrass Drive, dated August 23, 2001, recorded December 11, 2001 as Inst. [2001-9989](#); records of Buffalo County, Nebraska.
- g. Terms, covenants and conditions of the Easement given by the owners of all of Golfside Estates Subdivision, to the owner of the golf course located in the W1/2 of 36-11-16, for a golf cart pathway crossing Golfside Drive, dated September 8, 2001, recorded December 11, 2001 as Inst. [2001-9990](#); records of Buffalo County, Nebraska.
- h. Terms, covenants and conditions of the Agreement made between Prairie Hills Golf & Ski Club, Inc., and Tee It Up LLC, having to do with membership rights to the golf course located in the W1/2 of 36-11-16, for any present or future owners of property located in the W1/2 or S1/2SE1/4 of 36-11-16 or in the existing subdivisions located therein, dated December 7, 2001, recorded December 11, 2001 as Inst. [2001-9991](#); records of Buffalo County, Nebraska.

NOTE: Agreement has been assigned to Kurt F. VenJohn and Penny S . VenJohn, current owners of the golf course, as shown by Assignment and Assumption Agreement recorded June 26, 2008 as Inst. [2008-4815](#); records of Buffalo County, Nebraska.

- i. Easement given to certain owners of land in Golfside Estates Subdivision, Golfside #1 Subdivision, Golfside #4 Subdivision and other tracts in the W1/2 and S1/2SE1/4 of 36-11-16, having to do with septic system rights and leachate rights onto the golf course property located in the W1/2 of 36-11-16, dated December 10, 2001, recorded December 13, 2001 as Inst. [2001-10115](#); records of Buffalo County, Nebraska.
- j. Easement given by Prairie Hills Golf & Ski Club, Inc., to Tee It Up LLC, to use a well located on a portion of the W1/2 of 36-11-16, for the benefit of other certain land located in the S1/2 SE1/4 and W1/2 of 36-11-16, dated December 10, 2001, recorded December 13, 2001 as Inst. [2001-10116](#); records of Buffalo County, Nebraska.

**Effective Date: March 23, 2020 at 8:00 am**

**Nebraska Title Company**

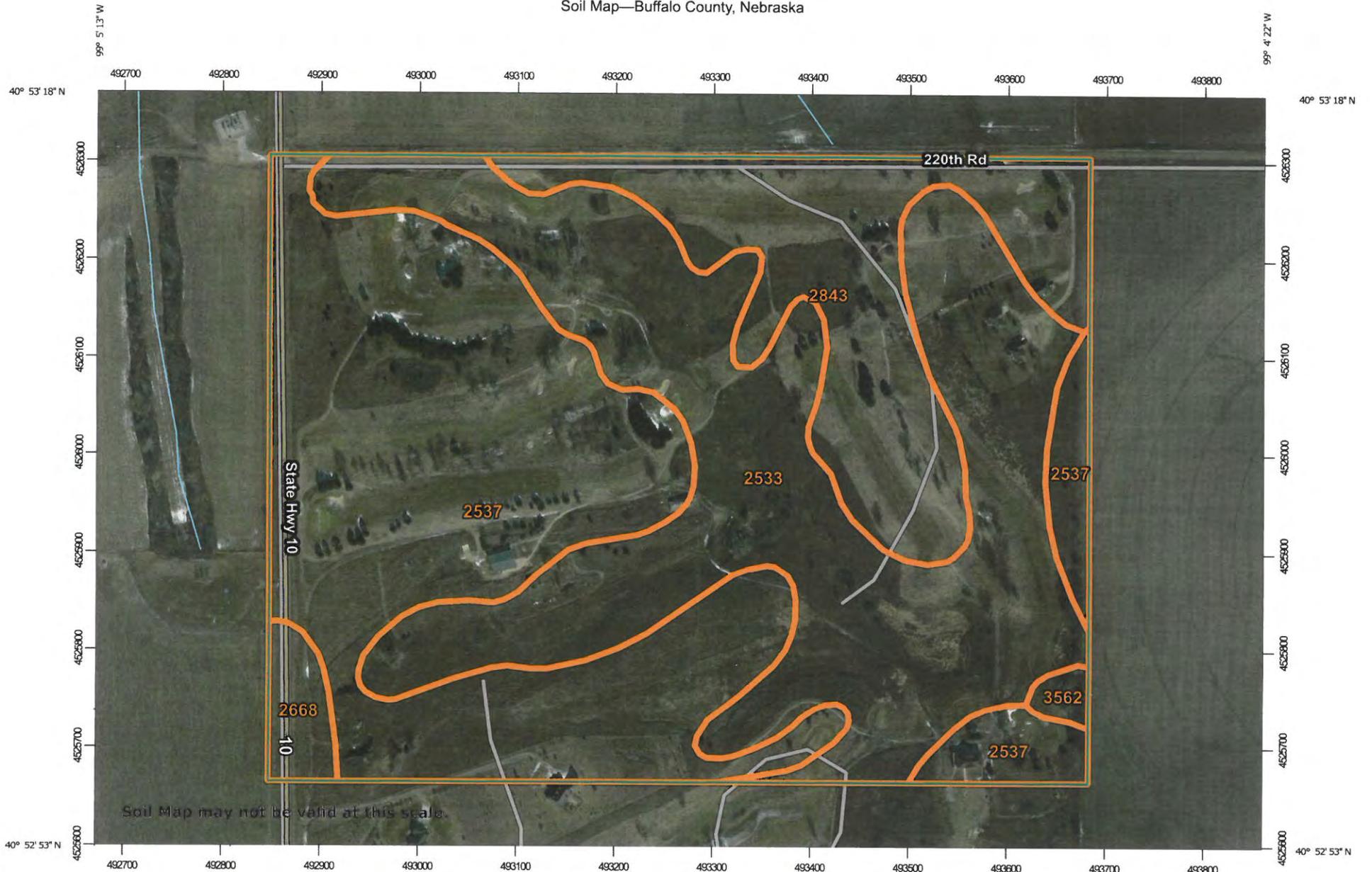
By   
Registered Abstractor

**Please direct inquiries to:** Melinda Ryan

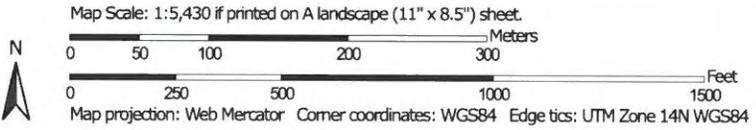
**NOTE: THIS IS AN INFORMATIONAL TITLE REPORT**

**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.**

Soil Map—Buffalo County, Nebraska



Soil Map may not be valid at this scale.



### MAP LEGEND

- Area of Interest (AOI)**
-  Area of Interest (AOI)
- Soils**
-  Soil Map Unit Polygons
-  Soil Map Unit Lines
-  Soil Map Unit Points
- Special Point Features**
-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot
-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features
- Water Features**
-  Streams and Canals
- Transportation**
-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads
- Background**
-  Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Buffalo County, Nebraska  
 Survey Area Data: Version 22, Sep 16, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 18, 2015—Feb 3, 2017

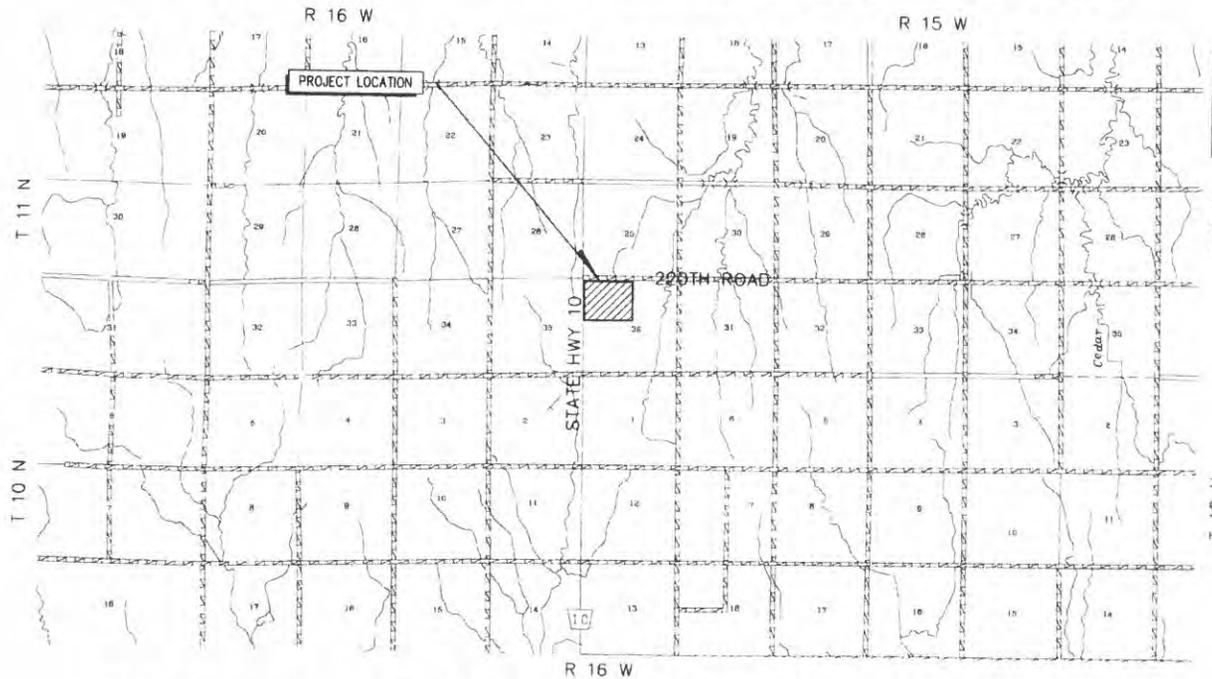
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2533	Coly silt loam, 11 to 30 percent slopes	52.6	39.6%
2537	Coly silt loam, 6 to 11 percent slopes	55.1	41.4%
2668	Holdrege silt loam, 1 to 3 percent slopes	2.4	1.8%
2843	Uly, Holdrege and Coly soils, 6 to 11 percent slopes, eroded	22.1	16.6%
3562	Hobbs silt loam, occasionally flooded, cool	0.7	0.5%
<b>Totals for Area of Interest</b>		<b>132.9</b>	<b>100.0%</b>

DRAWINGS FOR

# THE GREENS AT PRAIRIE HILLS SUBDIVISION



INDEX OF DRAWINGS	
SHT. NO.	DESCRIPTION
1	TITLE SHEET & INDEX
2	TYPICAL SECTION
3-4	PRAIRIE HILLS ROAD - PLAN & PROFILE
5	A AVENUE PLACE - PLAN & PROFILE
6	C AVENUE PLACE - PLAN & PROFILE

## BUFFALO COUNTY, NEBRASKA 2020

M&A PROJECT NO. 136-P12-001

**M&A** MILLER & ASSOCIATES Consulting Engineers P.C.

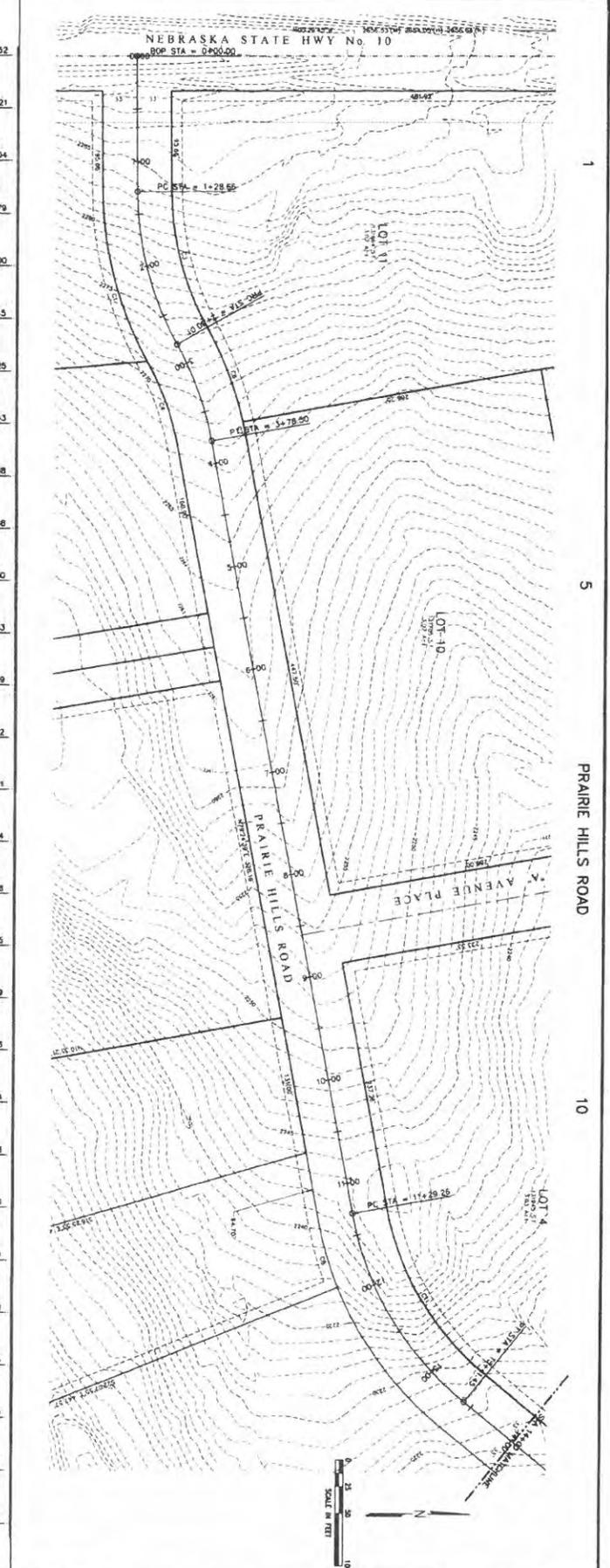
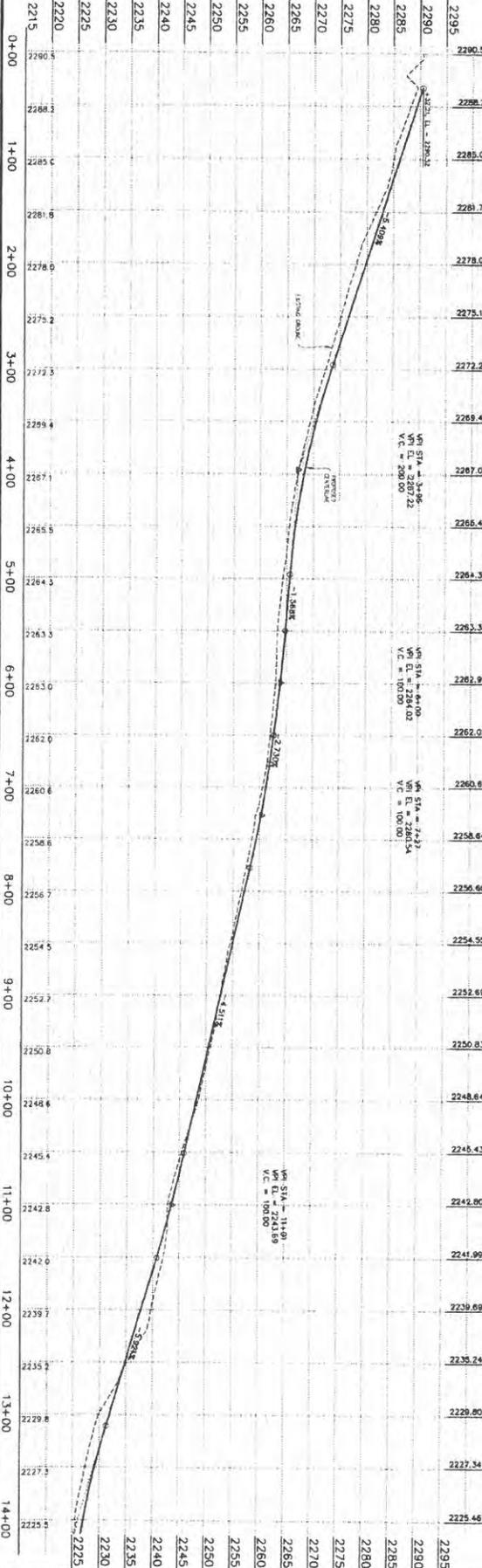
UTILITIES

GENERAL      DIGGERS HOTLINE OF NEBRASKA  
PHONE: 8-1-1

SET NO. \_\_\_\_\_

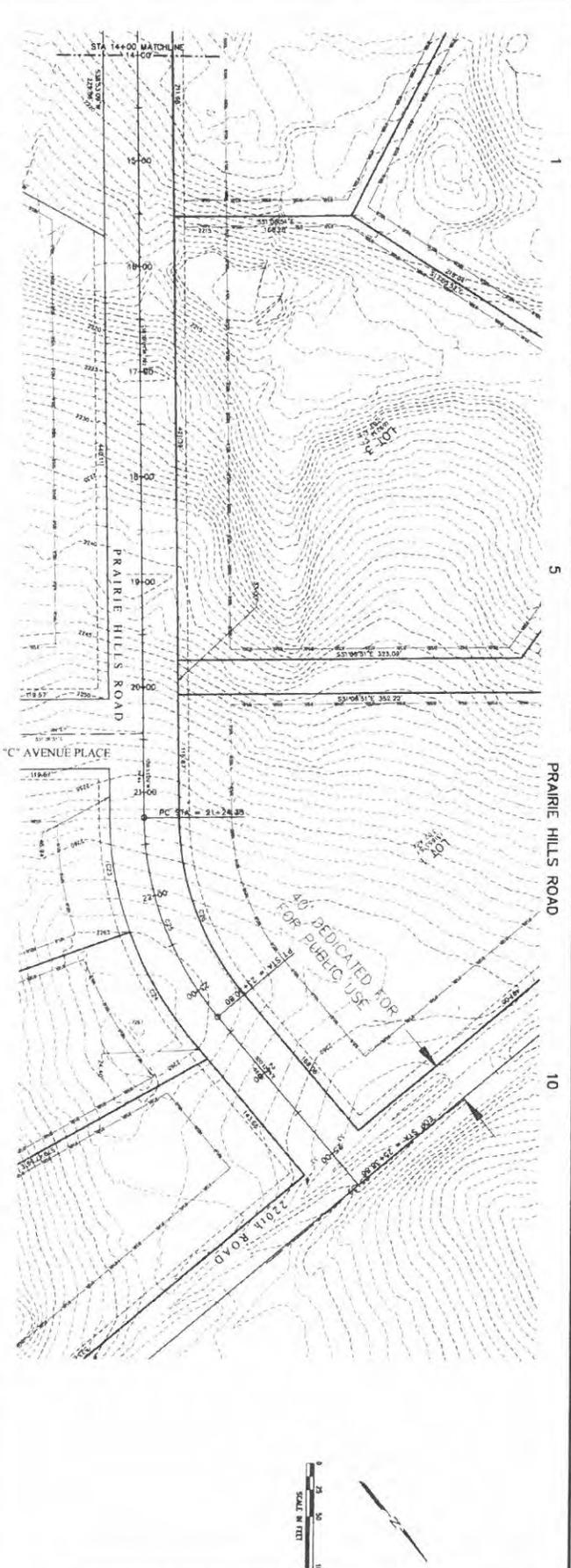
DRAWING NO. **HHHH**



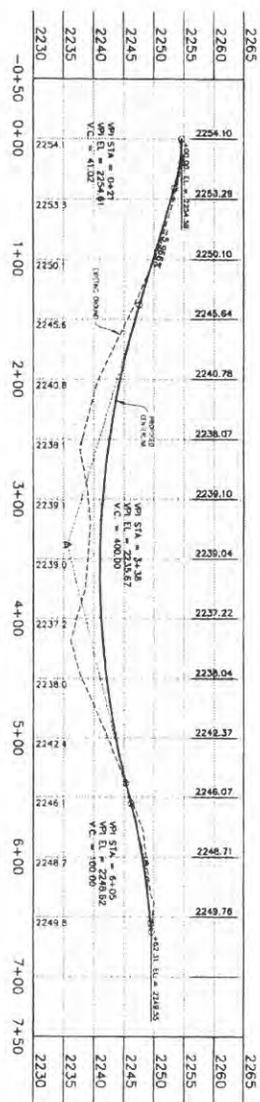
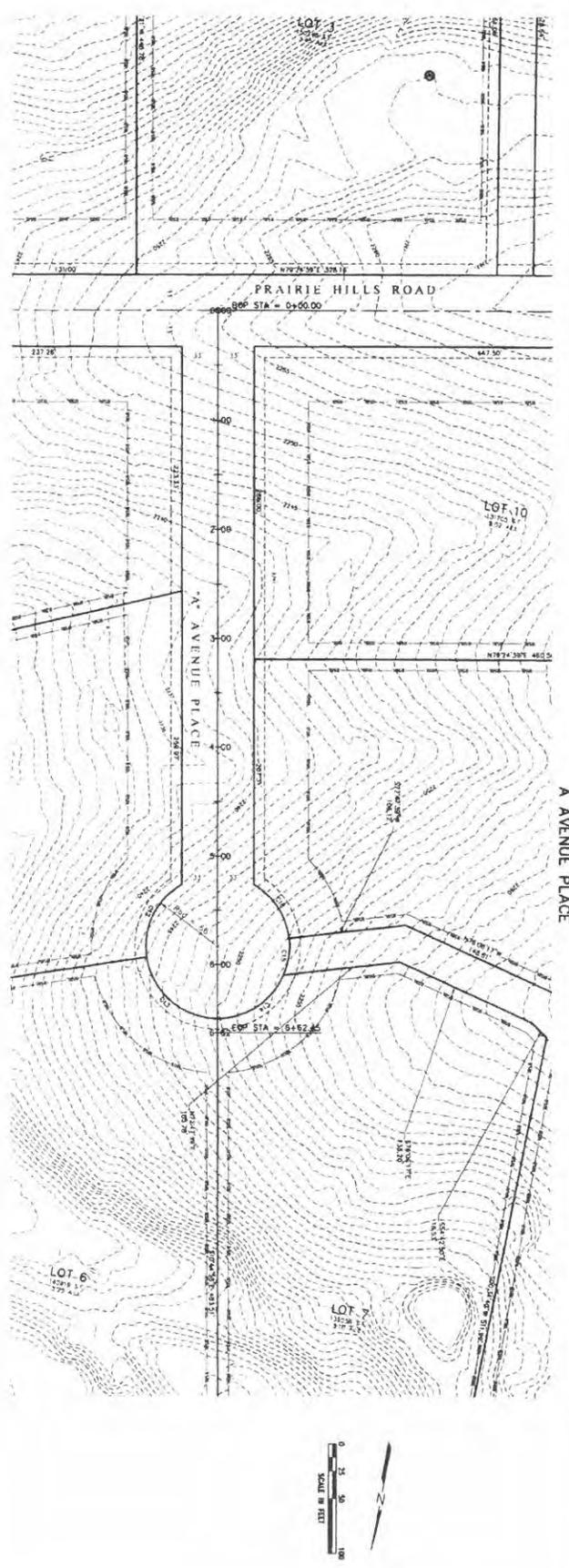


<p>DATE: APR 20 2010          DRAWN BY: JLP          CHECKED BY: JLP</p>	<p>PROJECT NO: 13-001          SHEET NO: 5</p>	<p>SCALE: AS SHOWN</p>	<p>REFERENCES:          0. General Notes          1. Official Record          2. Survey Data          3. Field Notes          4. Other Plans</p>	<p>THE GREENS AT PRAIRIE HILLS SUBDIVISION  <b>PRAIRIE HILLS ROAD</b>          BUFFALO COUNTY</p>	<p>MA          MILLER &amp; ASSOCIATES          CIVIL ENGINEERS          1000 N. 10th St.          Lincoln, NE 68502-2446          Missouri Reg. License No. 000000011          Nebraska Reg. License No. 000000011</p>
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1400		1400



<p>DATE: 04/30/2020                  DRAWN BY: JAWNEY                  CHECKED BY: JAWNEY</p>		<p>PROJECT NO: 146136-PR-2020-04                  SHEET NO: 14 OF 14</p>		<p>CLIENT: SIGAL, LLC                  146136-PR-2020-04                  146136-PR-2020-04                  146136-PR-2020-04</p>		<p>THE GREENS AT PRAIRIE HILLS SUBDIVISION  <b>PRAIRIE HILLS ROAD</b>                  BUFFALO COUNTY</p>		<p>REVISIONS                  BY: _____                  DATE: _____</p>		<p>Miller &amp; Associates                  Consulting Engineers P.C.                  146136-PR-2020-04                  Buffalo, NE 68801-2913</p>	
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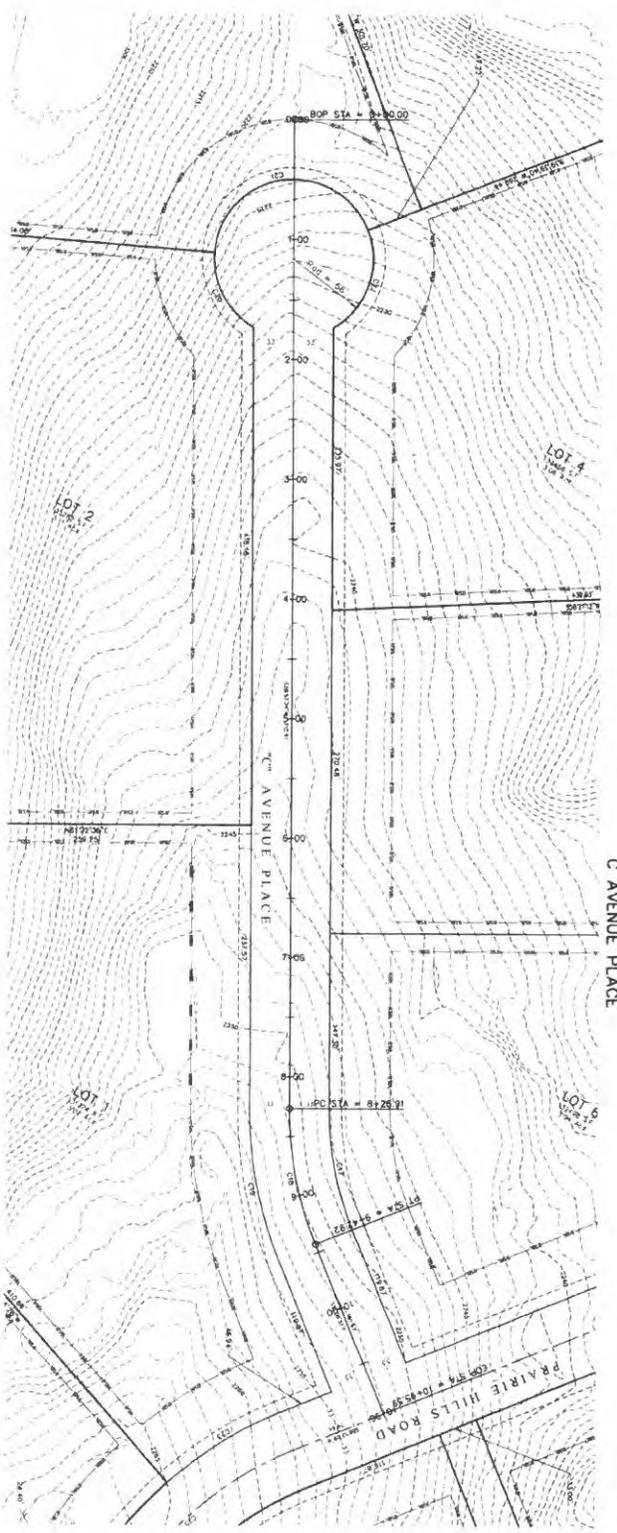


**THE GREENS AT PRAIRIE HILLS SUBDIVISION  
A AVENUE PLACE  
BUFFALO COUNTY**

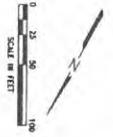
**M**  
Miller & Associates  
Consulting Engineers, P.C.  
1000 N. 10th Street  
Sioux Falls, SD 57105  
Phone: (605) 575-1111

**GENERAL NOTES**  
1. SEE SHEET 4 FOR ORIGINAL GRADING.  
2. IF NOT ONE INCH ON THIS SHEET, ANALYST SHALL SCALE ACCORDINGLY.  
3. PROJECT NO. \_\_\_\_\_  
4. DATE: \_\_\_\_\_  
5. DRAWN BY: \_\_\_\_\_  
6. CHECKED BY: \_\_\_\_\_  
7. SCALE: \_\_\_\_\_  
8. SHEET: \_\_\_\_\_

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2265	2222.16	2265
2260	2223.76	2260
2255	2227.31	2255
2250	2231.16	2250
2245	2234.95	2245
2240	2236.71	2240
2235	2239.08	2235
2230	2240.08	2230
2225	2242.10	2225
2220	2243.38	2220
2215	2243.16	2215
	2243.61	
	2245.89	
	2246.01	
	2247.11	
	2249.45	
	2250.34	
	2251.00	
	2250.98	
	2251.41	
	2252.15	
	2252.28	
	2252.3	
	2252.3	
	2215	



THE GREENS AT PRAIRIE HILLS SUBDIVISION  
**"C" AVENUE PLACE**  
 BUFFALO COUNTY

REVISIONS  
 5/1  
 MILLER & ASSOCIATES  
 Consulting Engineers, P.C.  
 Highway 147, Box 234-4458  
 Hickman, NE 68033-4458  
 Telephone: (402) 242-2719

DATE: 08/12/2010  
 DRAWN BY: JLD  
 CHECKED BY: JLD  
 PROJECT NO: 08-12-2010  
 SCALE: AS SHOWN  
 SHEET: 6

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April 30, 2020  
Kearney, Nebraska



Buffalo County Planning & Zoning Commission  
P.O. Box 1270  
Kearney, NE 68848

1111 Central Ave. Kearney, NE 68847 6833

Tel: 308-234-6455  
Fax: 308-234-1146  
www.miller-engineers.com

Re: The Greens at Prairie Hills  
Project No. 136-P12-001

To Whom It May Concern:

The above referenced proposed Subdivision will be constructed east of Highway 10 and south of 220<sup>th</sup> Road. The Subdivision will be accessed from Highway 10 and also from 220<sup>th</sup> Road, which is an existing gravel road.

The natural and existing drainage path for the area generally flows from the west and north to the southeastern corner of the proposed Subdivision where an existing farm pond is located. The water flows across the property through a combination of several low lying drainage paths.

The entire drainage basin that flows to the existing pond is  $\pm 300$  Acres. The proposed subdivision consist of 97.3 Acres and is included in the overall 300 Acre drainage basin. This report will only address the proposed 97.3 Acres as the remaining acreage will not be altered from the current conditions.

The Subdivision will consist of gravel roads with grass lined ditches. Culverts will be sized and installed to allow the runoff to flow along the existing drainage paths where the existing drainage path crosses the new roads. With the installation of culverts, the proposed road will not alter the existing drainage path, only redirect the water along the roads and through the culverts.

The Subdivision will consist of large lots (3+ acres). Due to the large lot size and the likelihood of homeowners planting lawns and maintaining the remaining grassy areas, this will result in a decrease of net runoff for the area. Thus making the new additional runoff from the construction of residential homes and driveways negligible.

If driveway culverts are deemed necessary during an individual lot development, it will be the Developer's responsibility to properly size and install the culvert per the County's requirements.

The storm water runoff report is attached for your reference. The 5-year and 10-year storm runoff totals were calculated for the existing and proposed areas.

Respectfully submitted,  
MILLER & ASSOCIATES  
CONSULTING ENGINEERS, P.C.

  
Tyler R. Hillmer, P.E.

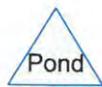
TRH/jh  
Attachments



Existing Basin



Proposed Basin



**Routing Diagram for The Greens at Prairie Hills**

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## The Greens at Prairie Hills

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### Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
30.220	69	50-75% Grass cover, Fair, HSG B (2S)
81.300	61	>75% Grass cover, Good, HSG B (1S, 2S)
2.300	85	Gravel roads, HSG B (2S)
76.430	69	Pasture/grassland/range, Fair, HSG B (1S)
4.350	98	Roofs, HSG B (2S)
<b>194.600</b>	<b>66</b>	<b>TOTAL AREA</b>

## The Greens at Prairie Hills

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### Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	30.220	0.000	0.000	0.000	30.220	50-75% Grass cover, Fair	2S
0.000	81.300	0.000	0.000	0.000	81.300	>75% Grass cover, Good	1S, 2S
0.000	2.300	0.000	0.000	0.000	2.300	Gravel roads	2S
0.000	76.430	0.000	0.000	0.000	76.430	Pasture/grassland/range, Fair	1S
0.000	4.350	0.000	0.000	0.000	4.350	Roofs	2S
<b>0.000</b>	<b>194.600</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>194.600</b>	<b>TOTAL AREA</b>	

**The Greens at Prairie Hills**

MSE 24-hr 3 5-Year Rainfall=3.43"

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**Summary for Subcatchment 1S: Existing Basin**

Runoff = 59.51 cfs @ 12.51 hrs, Volume= 6.576 af, Depth= 0.81"

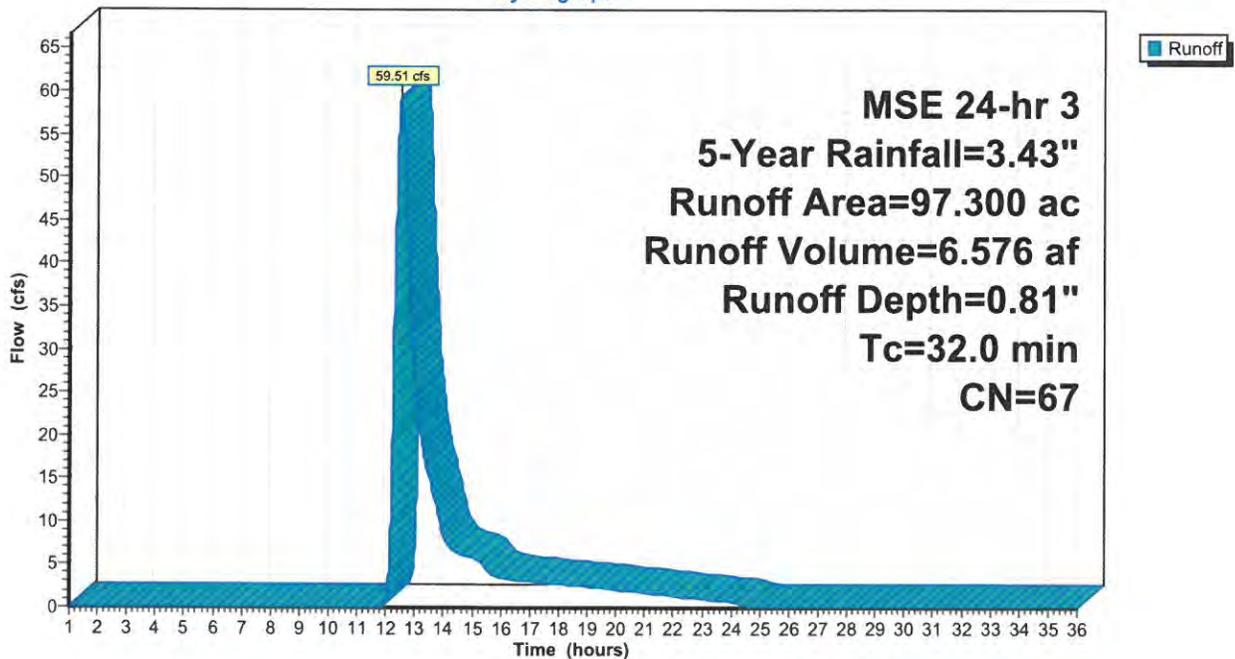
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-36.00 hrs, dt= 0.01 hrs  
MSE 24-hr 3 5-Year Rainfall=3.43"

Area (ac)	CN	Description
20.870	61	>75% Grass cover, Good, HSG B
76.430	69	Pasture/grassland/range, Fair, HSG B
97.300	67	Weighted Average
97.300		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
32.0					Direct Entry, NDOT Nomographs

**Subcatchment 1S: Existing Basin**

Hydrograph



**The Greens at Prairie Hills**

MSE 24-hr 3 5-Year Rainfall=3.43"

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**Summary for Subcatchment 2S: Proposed Basin**

Runoff = 54.88 cfs @ 12.51 hrs, Volume= 6.183 af, Depth= 0.76"

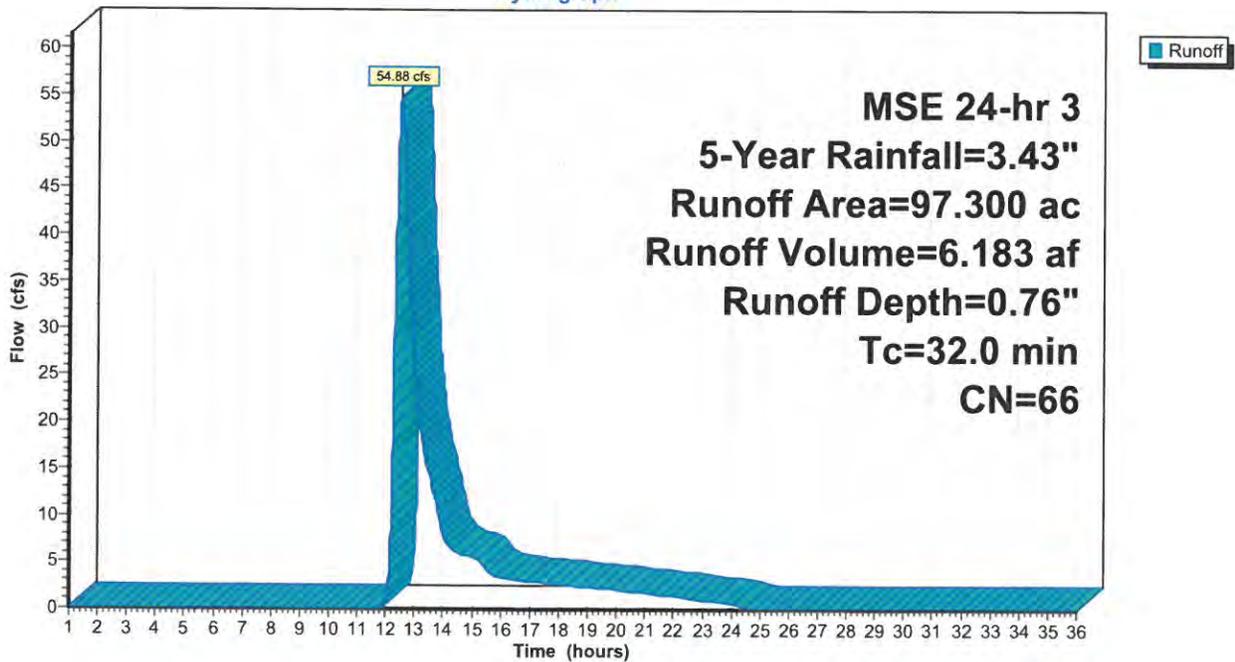
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-36.00 hrs, dt= 0.01 hrs  
MSE 24-hr 3 5-Year Rainfall=3.43"

Area (ac)	CN	Description
2.300	85	Gravel roads, HSG B
4.350	98	Roofs, HSG B
60.430	61	>75% Grass cover, Good, HSG B
30.220	69	50-75% Grass cover, Fair, HSG B
97.300	66	Weighted Average
92.950		95.53% Pervious Area
4.350		4.47% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
32.0					Direct Entry, NDOT Nomograph Method

**Subcatchment 2S: Proposed Basin**

Hydrograph



**The Greens at Prairie Hills**

MSE 24-hr 3 10-Year Rainfall=4.04"

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**Summary for Subcatchment 1S: Existing Basin**

Runoff = 90.81 cfs @ 12.48 hrs, Volume= 9.482 af, Depth= 1.17"

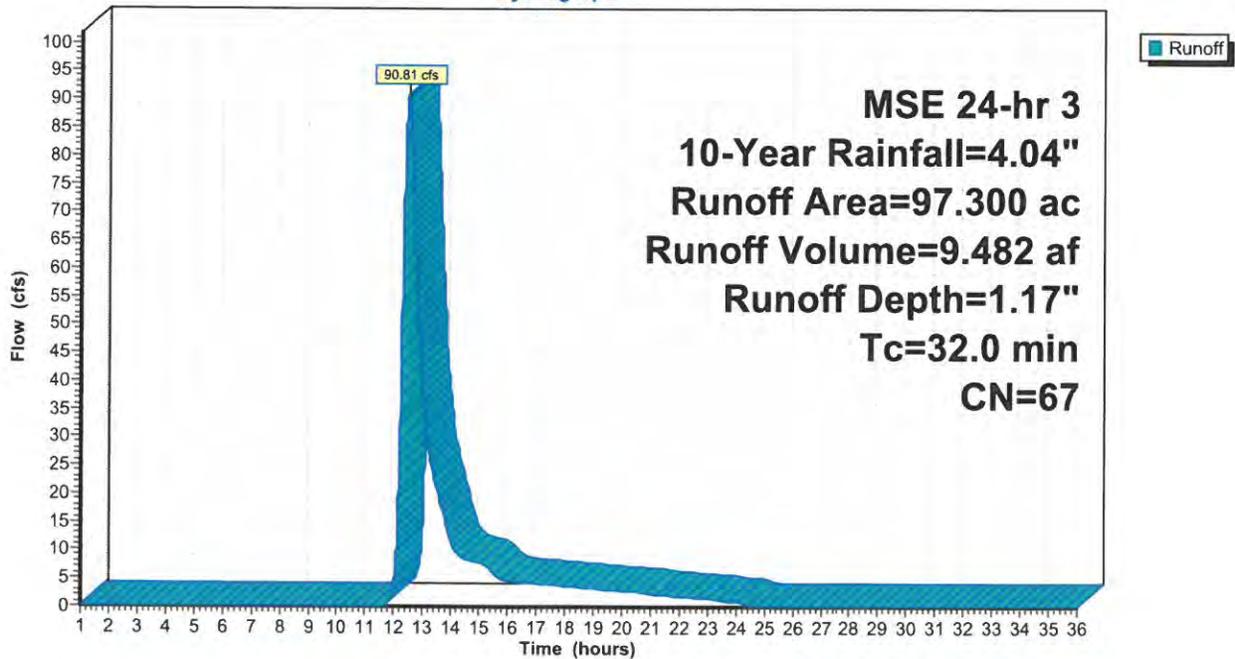
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-36.00 hrs, dt= 0.01 hrs  
MSE 24-hr 3 10-Year Rainfall=4.04"

Area (ac)	CN	Description
20.870	61	>75% Grass cover, Good, HSG B
76.430	69	Pasture/grassland/range, Fair, HSG B
97.300	67	Weighted Average
97.300		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
32.0					Direct Entry, NDOT Nomographs

**Subcatchment 1S: Existing Basin**

Hydrograph



**The Greens at Prairie Hills**

MSE 24-hr 3 10-Year Rainfall=4.04"

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**Summary for Subcatchment 2S: Proposed Basin**

Runoff = 85.06 cfs @ 12.48 hrs, Volume= 9.000 af, Depth= 1.11"

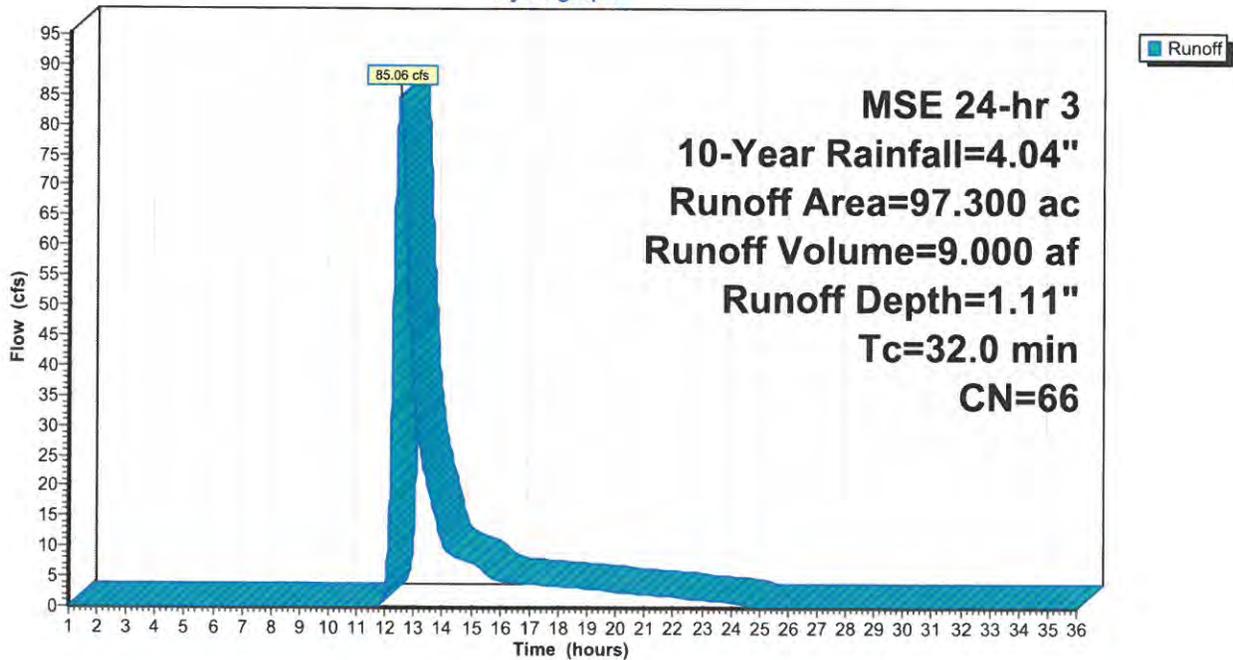
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-36.00 hrs, dt= 0.01 hrs  
MSE 24-hr 3 10-Year Rainfall=4.04"

Area (ac)	CN	Description
2.300	85	Gravel roads, HSG B
4.350	98	Roofs, HSG B
60.430	61	>75% Grass cover, Good, HSG B
30.220	69	50-75% Grass cover, Fair, HSG B
97.300	66	Weighted Average
92.950		95.53% Pervious Area
4.350		4.47% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
32.0					Direct Entry, NDOT Nomograph Method

**Subcatchment 2S: Proposed Basin**

Hydrograph



Existing conditions - Golf course with maintained fairways + greens.  
- Rough areas of with pasture ground.

Proposed - Developed residential lots with lawns.

Area = 97.3 Ac

CN for Existing = 61 -  $> \frac{1}{2}$  75% Grass cover (golf course)  
= 69 - Pasture ground

Time of Conc. for Existing = NCEP Nomograph method

Height = 2250 - 2205  
= 45'

Length = 2,600'

TC = 16 min x 2 (for overland grass flow) = 32 min

5-year Storm  $Q_5 = 59.51$  cfs  
10-year Storm  $Q_{10} = 90.81$  cfs

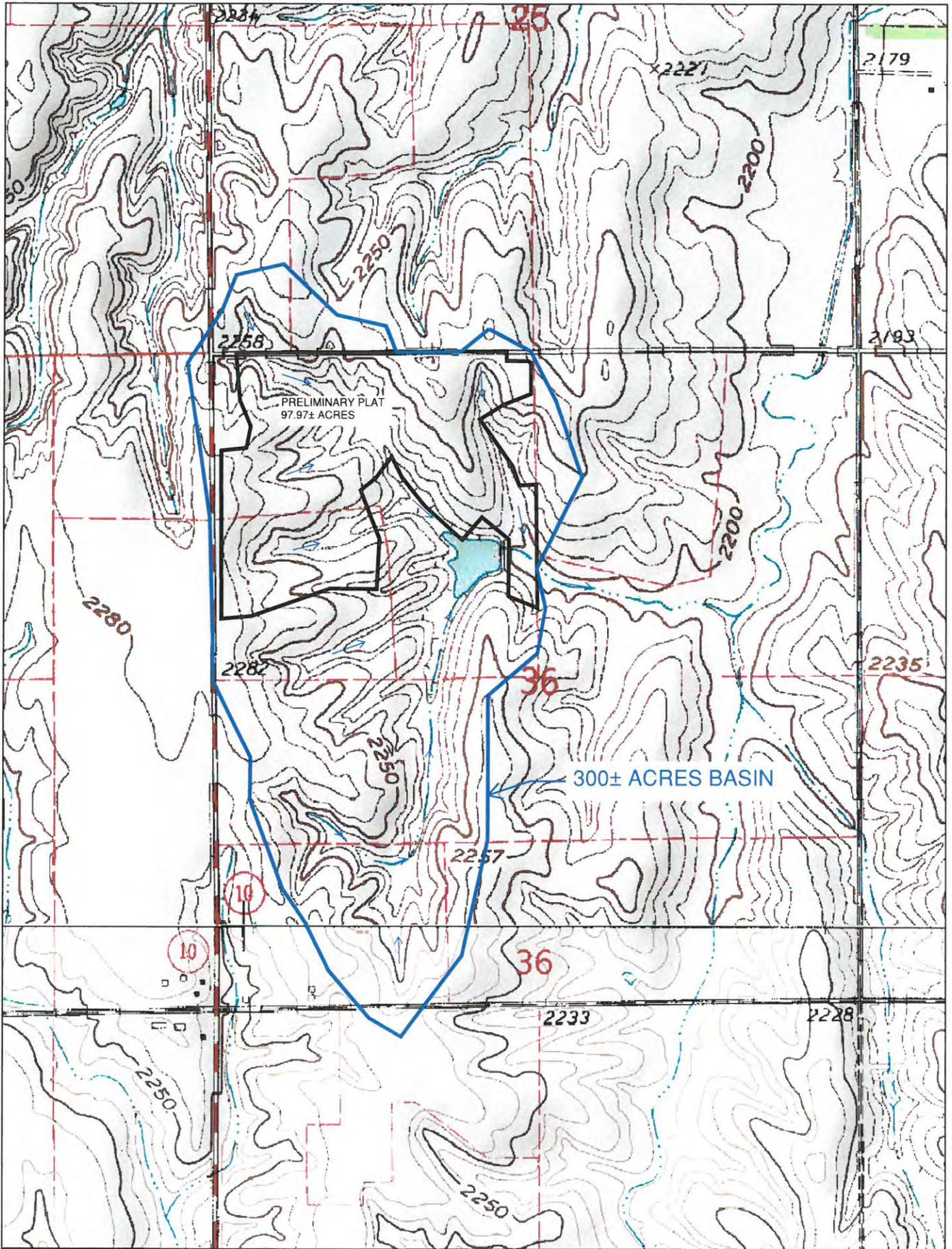
Proposed - No change to runoff path, just directed along roads and through culverts.

Area = ~~100~~ 97.3 Ac

CN for proposed = Gravel Roadway = 2.3 Ac = 85  
Roofs / Impervious = 4.35 Ac = 98  
Lawns = 60.43 Ac = 61  
Remaining lot yard = 30.22 Ac = 69

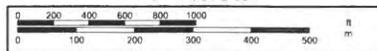
TC = 32 min

5-year Storm  $Q_5 = 54.88$  cfs  
10-year Storm  $Q_{10} = 85.06$  cfs



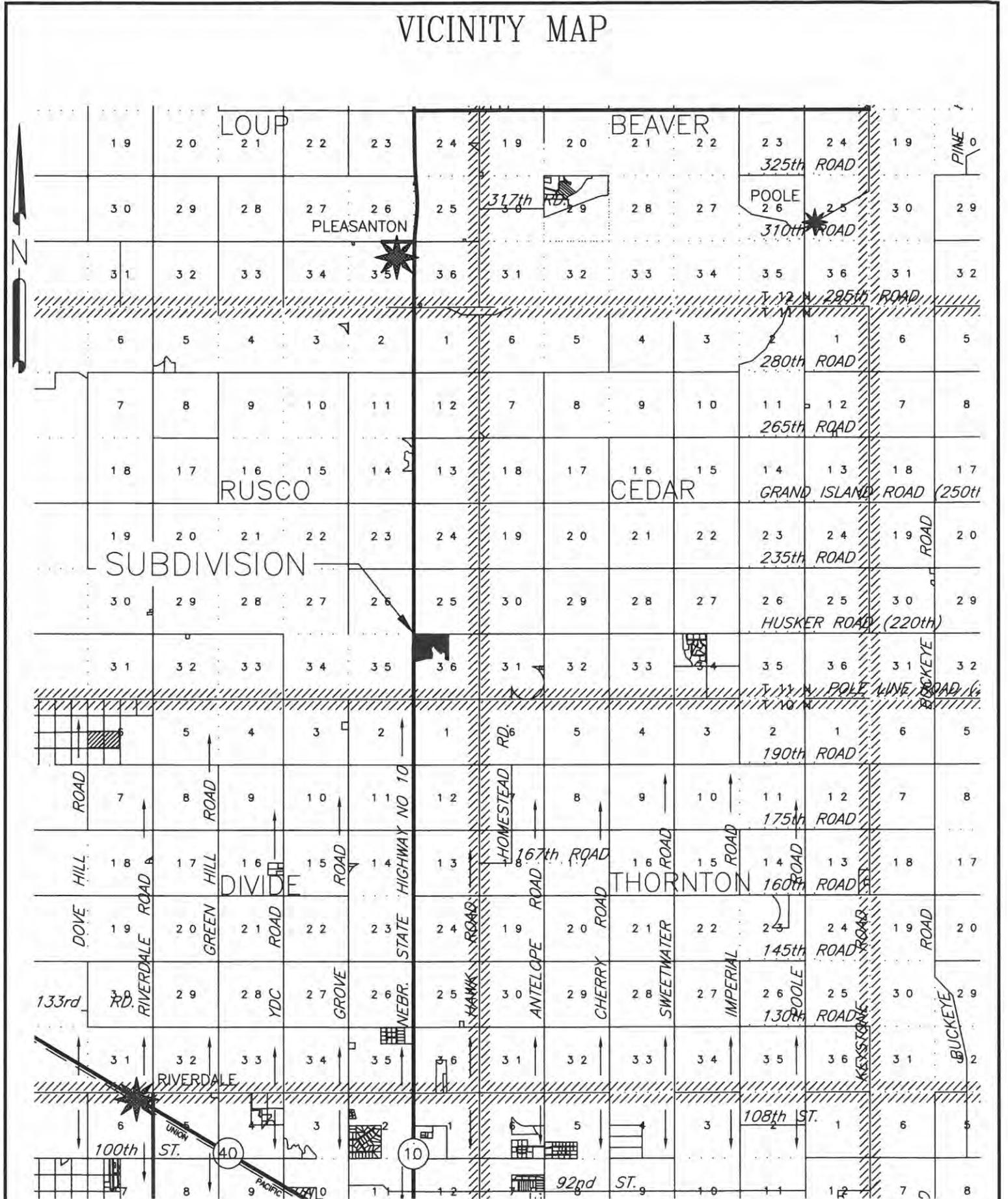
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[www.delorme.com](http://www.delorme.com)

Scale 1 : 12,800  
 1" = 1070 ft

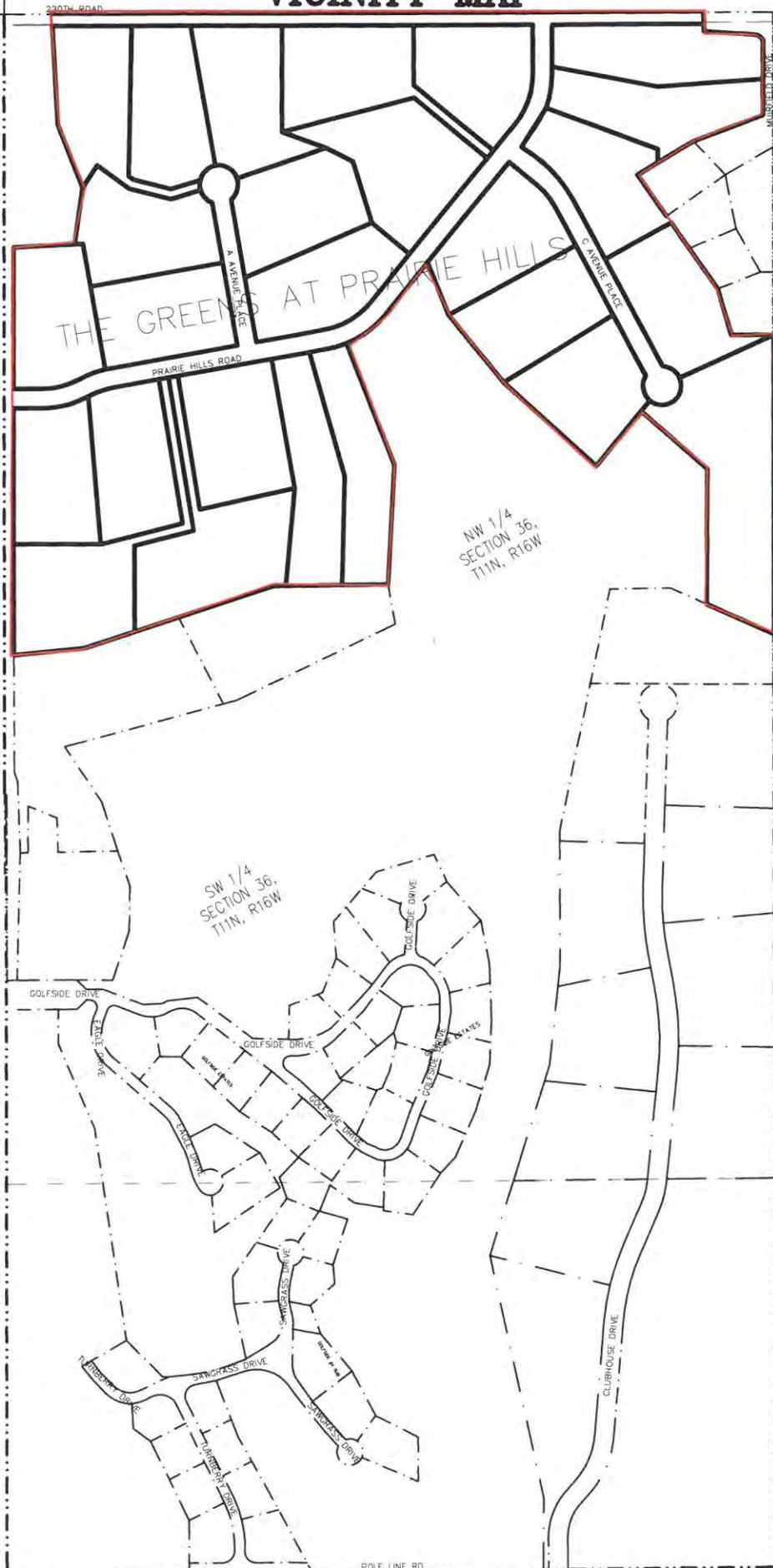


TN  
 MN  
 0.0°E

# VICINITY MAP



# VICINITY MAP



NE 1/4  
SECTION 35,  
T11N, R16W

NE 1/4  
SECTION 36,  
T11N, R16W

NW 1/4  
SECTION 36,  
T11N, R16W

SW 1/4  
SECTION 36,  
T11N, R16W

SE 1/4  
SECTION 36,  
T11N, R16W

SE 1/4  
SECTION 35,  
T11N, R16W

