

The York County Board of Commissioners met according to law on April 19, 2011 at 9:35 a.m. as per notice in the York News Times on April 14, 2011, with Chairman Kurt Bulgrin with Pat Bredenkamp, Bill Bamesberger, Tom Shellington and Paul Buller. Also present was Melanie Wilkinson, correspondent for the York News Times.

The agenda of the meeting was posted on the bulletin board in the County Clerk's office and a copy of the agenda was made available to each Commissioner.

The meeting was opened with the Pledge of Allegiance.

Bulgrin announced that the Open Meetings Law was posted outside the door along with copies in the back of the Board Room. Proof of publication was also available.

The Board met with Elected Officials and Department Heads prior to the regular meeting. No action was taken.

Moved by Shellington, seconded by Bredenkamp to approve the minutes of the April 5, 2011, Board of Commissioners meeting as presented; roll call: yeas, Shellington, Bredenkamp, Bamesberger, Buller and Bulgrin; nays, none; motion carried.

Moved by Shellington, seconded by Buller to adopt the agenda for Tuesday, April 19, 2011 as presented; roll call: yeas, Shellington, Buller, Bredenkamp, Bamesberger and Bulgrin; nays, none; motion carried.

The Board reviewed the General Assistance Cases.

Moved by Bamesberger, seconded by Bredenkamp to approve General Assistance case #11-13 in the amount of \$296.32 for utilities payable to NPPD; roll call: yeas, Bamesberger, Bredenkamp, Buller, Shellington and Bulgrin; nays, none; motion carried.

Moved by Shellington, seconded by Bredenkamp to approve a County Burial in the amount of \$1,850.00; roll call: yeas, Shellington, Bredenkamp, Bamesberger, Buller and Bulgrin; nays, none; motion carried.

Payroll and vendor claims were reviewed. Additional claims were received from Ronco Plumbing in the amount of \$867.25 and Cline Williams Wright Johnson & Oldfather, L.L.P Attorneys for \$6,500.00.

Moved by Bredenkamp, seconded by Bamesberger to approve the payroll in the amount of \$118,587.80 and vendor claims as presented; roll call: yeas, Bredenkamp, Bamesberger, Shellington, Buller and Bulgrin; nays, none; motion carried.

Fund	Name	Description	Total
Visitors Imprv	AAA	Media-Advertising	3,944.00
Aging	Bag N Save	Supplies	640.34
Gen	Jeff Baker	Court Costs	112.00
Gen	Eugene Bergen	Refunds	30.77
Gen	Black Hills Energy	Heating Fuels	132.05
Gen	Blue Knight Security	Security Contract	1,446.00
Gen	Marjorie Braman	Retirement	11.00
Gen	Augustus Brown Jr.	Refunds	31.38
Inher Tax	Bryan LGH Medical Center	EPC Billing	15,639.95
Gen	Paul Buller	Mileage	145.86
Gen	Butler County Sheriff	Court Costs	73.44
Rd	Car Parts Inc.	Repair Parts	145.22
Gen	Jack Carlson	Court Costs	51.00
Gen	Cash-Wa Candy Company	Board of Prisoners	639.42
Aging	Cash-Wa Distributing Co.	Supplies	114.33
Gen	Centre Place Dental, P.C.	Medical-Prisoners	346.00
Gen	Gary Charlton	Retirement	11.00
Gen	City of York	Water	56.80
Gen	Clerk of the Supreme Court	Court Costs	250.00
Gen	Cline Williams Wright Johnson LLP	Attorney Fees	6,500.00
Gen	Teresa Contatore	Mileage	25.50
Gen	Cornerstone Bank	Data Proc Equip	61.40
Gen	Corporate Payment Systems	Supplies	724.72
Gen	Creighton Medical Laboratories	Coroner/Autopsy Costs	251.00
Gen	Dark Fiber Solutions	Office Equipment	550.00
Gen	Data Tech Computer Serv	Data Proc Equipment	50.00
Gen	Des Moines Stamp Mfg Co.	Office Supplies	28.80
Gen	Douglas County Sheriff	Court Costs	22.86
Gen	Jennie Dugan-Henrichs	Coroner/Autopsy Costs	225.00
Gen, Rd, Aging	Eakes Office Plus	Office Supplies	1,249.17
Gen	Faller Landscape	Grounds Maintenance	514.00
Rd	Farm Plan	Repair Parts	1,848.10
Rd	Farmers Cooperative	Tire Repair	24.00
Rd	Fehlhafer's Inc.	Repair Parts	849.72
Gen	Fillman Law Offices	Attorney Fees	2,906.00
Gen	Fillmore County Sheriff	Court Costs	39.60
Rd	Filter Care	Repair Parts	44.15
Gen	First Concord Benefits Group, LLC	Insurance	288.00
Gen	Galls, An Aramark Company	Uniform Allowance	57.98
Rd	Garrett Tires & Treads - GI	Tire Repair	322.16
Gen, Aging	Grand Central Foods	Board of Prisoners	3,488.01
Rd	Grand Island Independent	Publication	682.31

Visitors Prom	Grand Island/Hall County CVB	Mileage	377.15
Gen	Great Plains Pest Management, Inc.	Building Maintenance	117.00
Aging	Carolyn Hambleton	Mileage	12.75
Rd	Hansen International Truck Inc.	Repair Parts	327.68
Gen	Harry Hecht	Retirement	16.00
Aging	Kay Hilderbrand	Mileage	64.77
Aging	Janet Hines	Mileage	24.48
Gen	Hometown Leasing	Equipment Rental	738.40
Gen	Jaime L. Hopp Hegr	Special Fees	2,925.00
Gen	Hy-Tec Auto Service	Vehicle Maintenance	226.92
Gen	Jack's Uniforms & Equipment	Uniform Allowance	103.40
Gen	Jackson Services Inc.	Building Maintenance	42.50
Gen	JM Monograms, Inc.	Uniform Allowance	56.80
Rd	John Kohl Auto Center, Inc.	Tire Repair	49.95
Gen	David Kimble	Attorney Fees	1,913.00
Gen	King's Glass	Building Maintenance	73.97
Gen	Kopchos Sanitation, Inc.	Garbage	35.00
Gen	LaRue Distributing, Inc.	Supplies	19.83
Rd	Lawson Products, Inc.	Shop Supplies	25.53
Gen	Liermann's Service	Vehicle Maintenance	445.55
Stop, Gen	Light and Siren	Cars & Trucks	1,972.73
Rd	Lyle Signs, Inc.	Signs & Posts	702.91
Gen	Kelly Mast	Court Costs	40.00
Rd	Matheson Tri-Gas, Inc.	Repair Parts	317.97
Rd	Medical Enterprises, Inc.	Safety Equipment	62.00
Gen	Microfilm Imaging Systems, Inc.	Data Proc Equipment	256.75
Gen	Mid-American Research Chemical	Janitorial Supplies	89.38
Gen	Darryl Miller	Court Costs	403.00
Gen	MIPS Inc.	Data Proc Costs	598.08
Gen	Mogul's Transmission, Inc.	Vehicle Maintenance	661.49
Gen	Momar, Inc.	Building Maintenance	326.94
Weed	Moses Motor Co.	Weed Equip Repair	32.44
Gen	Naber's Repair Service	Building Maintenance	20.61
Gen	Ne Air Filter, Inc.	Building Maintenance	224.62
Gen	Ne Associations of County Officials	Registration	60.00
Gen	Ne Dept of Motor Vehicles	Court Costs	8.00
Gen	Ne DOL/Boiler Inspection Program	Building Maintenance	140.00
Gen, Rd	Ne Public Power District	Electricity	469.85
Rd	Ne Truck & Equipment Co., Inc.	Repair Parts	152.47
Gen	Ne Workforce Development	Building Maintenance	200.00
Employment	Ne Workforce Development	Unemployment Payments	15,456.04
Gen	Debra Nelsen	Mileage	117.81
Gen	Steve Neujahr	Refunds	30.77
Rd	NMC Exchange LLC	Repair Parts	202.11
Aging	Anita Norquest	Mileage	123.93
Gen	North Office Supply	Office Supplies	231.49
Gen	O'Keefe Elevator Company, Inc.	Maintenance Agreement	1,028.88
Rd	OfficeNet	Office Equipment	198.89
Rd	Orscheln Farm & Home	Safety Equipment	202.33
Rd	Osceola Implement & Supply Inc.	Repair Parts	61.72
Gen	Paper Tiger Shredding	Monthly Fee	35.00
Gen	Lynn Peavey Company	Drug & Alcohol Tests	95.76
Rd	Perennial Public Power District	Electricity	89.35
Gen, Rd	Pieper Plumbing & Well Drilling Inc	Building Maintenance	19.96
Gen	Pitney Bowes	Office Equipment	405.00
Rd	Platte Valley Communications	Radio Equip Repair	68.09
Rd	Power Plan	Repair Parts	50.75
Rd, Weed	Rasmussen Auto Parts	Repair Parts	1,166.18
Gen	Rasmussen Mechanical Services, Inc.	Building Maintenance	2,997.44
Gen	Melvin Reetz	Retirement	12.00
Gen	Region V Systems	Mental Health Services	5,182.00
Gen	Mary Rock	Court Costs	20.00
Gen	Ronco Plumbing	Building Maintenance	867.25
Rd	Safety-Kleen Systems	Equipment Rental	363.76
Rd	Sahling Kenworth Inc.	Repair Parts	221.28
Gen	Don Sandman	Mileage/Meals	288.26
Rd	Sapp Bros. Petroleum, Inc.	Fuel	343.75
Gen	Saunders County Sheriff	Court Costs	18.96
Gen	Secretary of State – Election Division	Office Supplies	20.00
Gen	Kelly Shada	Court Costs	112.00
Gen	Samantha Shultz-Ramer	Court Costs	224.00
Gen	Timothy Sieh	Refunds	27.95
Gen	Nancy Simmerman	Court Costs	122.00
Gen	William Simmerman	Court Costs	244.00
Rd	Snap-On Tools	Shop Tools	60.00
Gen	Stahr and Associates	Plan & Zone Contract	1,700.00
Gen	State of Ne Das Central Finance	Data Proc Equip	48.25

Gen	Carey Stutzman	Court Costs	40.00
Gen	Svehla Law Offices	Attorney Fees	787.50
Gen, Rd	Verizon Wireless Services LLC	Telephone Service	248.74
Gen	Veterans Service Office	Vet's Aid Costs	186.86
Rd	Village of Bradshaw	Electricity	9.86
Rd, Aging	Village of McCool	Water/Sewer	76.78
Gen	Karen Wahlmeier	Mileage	59.97
Visitors Prom	Waitt Outdoor, LLC	Media-Advertising	440.00
Gen	Nancy Waldron	Mileage	51.51
Visitors Prom	Web Tech Solutions	Website Maintenance	37.83
Gen	West Payment Center	Consulting Fees	165.00
Rd	Wick's Sterling Trucks, Inc.	Repair Parts	1,033.99
Gen	Bill Williams	Court Costs	232.00
Gen, 911, Aging, Rd, Relief	Windstream Communications	Telephone Service	4,121.65
Gen	Darrin Wyatt	Court Costs	66.00
Gen	York Ace Hardware	Janitorial Supplies	107.80
Gen	York County Court	Court Costs	2.25
Visitors Prom	York County Development Corp	Office Expenditures	5,640.11
Gen	York County District Court	Court Costs	607.00
Gen, Weed	York County Highway Dept	Fuel	4,230.37
Gen	York County Sheriff	Uniform Allowance	5.00
Gen	York County Treasurer	Cars & Trucks	15.00
Rd	York Equipment, Inc.	Repair Parts	281.06
Gen, Rd	York General Hospital	Drug & Alcohol Tests	1,152.50
Gen	York Medical Clinic PC	Medical-Prisoners	74.89
Gen, Rd, Visitors Prom	York News-Times	Publications	54.99
Gen	York Printing Company, LLC	Office Supplies	290.29
Gen	York Vacuum Center	Janitorial Equipment	51.40

Moved by Bredenkamp, seconded by Buller to adopt Resolution #11-14 transferring \$9,000.00 from the General Fund to the Noxious Weed Fund as budgeted; roll call: yeas, Bredenkamp, Buller, Bamesberger, Shellington and Bulgrin; nays, none; motion carried.

RESOLUTION #11-14

WHEREAS, the York County Board of Commissioners met at their regular meeting on the 19th day of April 2011, and discussed the fact that in the proposed budget for 2011-2012, the Noxious Weed Fund would be funded by way of interfund transfers from the Miscellaneous General Fund; and

WHEREAS, at this time it is necessary to transfer proposed budgeted funds in order to meet obligations in the amount of \$9,000.

NOW BE IT RESOLVED, that the York County Treasurer shall transfer the sum of \$9,000.00 budgeted dollars from the Miscellaneous General Fund to the Noxious Weed Fund for the budget year of 2011-2012.

Dated this 19th day of April, 2011.

Moved by Buller, seconded by Bredenkamp to adopt Resolution #11-15 transferring \$18,000.00 from the Inheritance Tax Fund to the Area on Aging Fund; roll call: yeas, Buller, Bredenkamp, Bamesberger, Shellington and Buller; nays, none; motion carried.

RESOLUTION #11-15

WHEREAS, the York County Board of Commissioners met at their regular meeting on the 19th day of April 2011, and discussed the fact that in the proposed budget for 2011-2012, the Area on Aging Fund would be funded by way of interfund transfers from the Inheritance Tax Fund; and

WHEREAS, at this time it is necessary to transfer proposed budgeted funds in order to meet obligations in the amount of \$18,000.

NOW BE IT RESOLVED, that the York County Treasurer shall transfer the sum of \$18,000.00 budgeted dollars from the Inheritance Tax Fund to the Area on Aging Fund for the budget year of 2011-2012.

Dated this 19th day of April, 2011.

Lori Byers, Program Manager for the Area on Aging spoke with the Board to request adoption of a resolution to request funds.

Moved by Bredenkamp, seconded by Buller to adopt Resolution #11-16 requesting money from the State Department of Roads to help fund the York County Public Transportation Operations for 2012-2013; roll call: yeas, Bredenkamp, Buller, Bamesberger, Shellington and Bulgrin; nays, none; motion carried.

RESOLUTION #11-16

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

Public Transportation Assistance Program, and

WHEREAS, York County Public Transportation desires to apply for said funds to provide public transportation in York County;

NOW THEREFORE, BE IT RESOLVED; that the York County Board of Commissioners hereby instructs York County Public Transportation to apply for said funds. Said funds are to be used for the York County Public Transportation operations in the FY 2011-2012 Application for Public Transportation Assistance.

Dated this 19th day of April, 2011.

The Board further discussed the EPC claim received from Bryan LGH and also the proposed agreement whereby the County would be billed at a Medicare rate.

Moved by Bamesberger, seconded by Shellington to approve the agreement between Bryan LGH and York County for the purposes of billing at Medicare rate which includes the bill for the EPC in the amount of \$15,639.95 with payment to be taken out of the Inheritance Tax Fund; roll call: yeas, Shellington, Bredenkamp and Bulgrin; nays, Bamesberger and Buller; motion carried.

AGREEMENT

THIS AGREEMENT, including its schedules (in its entirety referred to as the "Agreement"), made and entered into to be effective April 19, 2011 ("Effective Date") is by and between BRYANLGH MEDICAL CENTER, a Nebraska non-profit Corporation ("Bryan LGH") and COUNTY OF YORK, a political subdivision of the State of Nebraska ("County").

RECITALS

WHEREAS, County desires to have Bryan LGH provide certain services to County prisoners, County in-custody individuals and Emergency Protective Custody prisoners placed under the care of Bryan LGH; and

WHEREAS, in connection with this request for services, BryanLGH desires to obtain a coordinated business Agreement with County in order to create and administer a constructive payment schedule for services rendered by BryanLGH on behalf of County;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants hereinafter contained, the Parties hereby agree as follows:

Section 1 DEFINITION OF TERMS

The definition of terms set forth in this Section 1 shall apply in this Agreement (in addition to terms expressly defined elsewhere herein) and in any and all schedules, exhibits, addenda, and amendments made to or incorporated herein, now or in the future:

"Agreement Year" means the period from the Effective Date of this Agreement through December 31, 2011 and each consecutive twelve (12) month period thereafter beginning January 1, 2012.

"Authorized Representatives" means, with respect to each party, persons, who are duly authorized by law and designated by such party to address operational issues that may arise from time to time under this Agreement.

"Default" includes the occurrence of any of the following events:

Payment Default; or

A Failure by either party to observe and perform any other material obligation, covenant, or condition under this Agreement;

1.4 **"EPC Prisoners"** means individuals from County who are in Emergency Protective Custody pursuant to the Nebraska Mental Health Commitment Act, NEB.REV.STAT. §§71-901, et seq.

1.5 **"County Prisoners"** means individuals being held by County's Correctional facility at the time of the commencement of Services.

1.6 **"County in-Custody"** individuals mean individuals being held by County law enforcement at the time of the commencement of Services.

1.7 **"Payment Rate"** shall be seventy-five percent (75%) of covered billed charges for and all services covered under this agreement.

"Payment Default" means County's failure to make timely payment to Bryan LGH, or take other appropriate action, within sixty (60) days of receipt of a billing statement/claim.

1.9 **"Services"** means those services described in Section 4 of this Agreement which are within the current capability and being provided at Bryan LGH.

Section 2 PAYMENT OF CURRENT OUTSTANDING BALANCE

BryanLGH currently has an outstanding balance of \$20,853.26 billed to the County as a result of services rendered to County's EPC prisoners and County Correction prisoners. Bryan LGH agrees to accept \$15,639.95 as payment in full on the above referenced outstanding balance. All future services provided by Bryan LGH shall be paid by County pursuant to the terms of the Agreement.

Section 3
SCOPE OF PROSPECTIVE SERVICES AND ADMINISTRATION

3.1 **Services.** Bryan LGH shall provide Services in accordance with the terms of this Agreement.

Designated Contact Person. Each party shall provide the other with a designated contact person(s) for routine payment/administrative issues that arise in the course of each party providing services hereunder.

Authorized Representative. Attached hereto as Schedule A are the parties Authorized Representatives and the procedures in which the parties have agreed said Authorized Representatives can engage.

Reports. All reports generated by either Party with regard to the obligations contemplated in this Agreement shall be forwarded to the location/party designated under Section 6.4 of this agreement.

3.2 **Administration and Submission of Claims for Payment.** Attached hereto as **Schedule B** is a mutually agreeable process whereby Bryan LGH staff can submit claims to County for services rendered by BryanLGH and its providers to County EPC prisoners, County Corrections prisoners and County In-Custody individuals, which includes a provision for processing of claims within sixty (60) days after they have been submitted by Bryan LGH and its providers to County.

3.3 **Designation of EPC Status.** Individuals shall be considered to be in Emergency Protective Custody as of the time that: a) they are detained by law enforcement personnel as set out in the certificate required by NEB.REV.STAT. §71-919 (3), b) they are detained under authority of a warrant issued and served upon them pursuant to NEB.REV.STAT. §71-922, or c) they are detained at Bryan LGH pursuant to verbal authority granted by the County Attorney's Office pending issuance of the warrant provided for under Neb.Rev.Stat. §71-022(2).

3.4 **Sex Offenders.** The parties mutually acknowledge that BryanLGH is not an appropriate facility for the reception and/or treatment of the mental health needs of individuals in Emergency Protective Custody under the terms of the Sex Offender Commitment Act, NEB.REV.STATE. §71-1201, et.seq. Bryan LGH does not have the specialized capability to treat the mental health needs of such individuals and County will not, except as otherwise provided herein, deliver such patients for Services and Bryan LGH will not accept them for either voluntary or involuntary treatment for these conditions.

This does not mean that BryanLGH will not accept for treatment a patient that is experiencing an acute medical or psychiatric emergency and has been adjudicated as a sex offender. This acute condition will be treated and stabilized by BryanLGH. Once stabilized, County shall immediately transfer said sex offender to an available facility.

Section 4
PAYMENT FOR PROSPECTIVE SERVICES

4.1 **Fee for Mental Health Services Rendered by Bryan LGH.** County shall pay BryanLGH for mental health services rendered to County EPC prisoners, County Corrections prisoners and In-Custody individuals at the Payment Rate as that term is defined more fully in Section 1.7 of this Agreement.

4.2 **Fee for Medical Services Rendered by BryanLGH.** County shall pay BryanLGH for medical services rendered to County EPC prisoners, County Corrections prisoners and In-Custody individuals at the Payment Rate as that term is defined more fully in Section 1.7 of this Agreement.

4.3 **Fee for Services Rendered by BryanLGH Heartland Psychiatry.** BryanLGH physicians, under the trade name **BryanLGH Heartland Psychiatry**, that provide mental health services to County EPC prisoners, County Corrections prisoners and In-Custody individuals shall be paid by County at the Payment Rate as that term is defined more fully in Section 1.7 of this Agreement.

4.4 **Fee for Services Rendered by Bryan LGH Emergency Room Physicians.** County shall pay **Nebraska Emergency Medicine, P.C.** for services rendered to County EPC prisoners, County Corrections prisoners and In-Custody individuals for all Emergency Room physician services at Bryan LGH facilities at the Payment Rate as that term is defined more fully in Section 1.7 of this Agreement.

4.5 **Fee for Services Rendered by Inpatient Physician Associates.** County shall pay **Inpatient Physician Associates** for services rendered to County EPC prisoners, County Corrections prisoners and In-Custody individuals for all services rendered by Inpatient Physician Associates at Bryan LGH Physician Associates at BryanLGH facilities at the Payment Rate as that term is defined more fully in Section 1.7 of this Agreement.

Section 5
TERM AND TERMINATION

5.1 **Termination of Agreement.** The initial term of the Agreement shall commence on the Effective Date and thereafter this Agreement shall automatically renew for additional one (1) year terms unless either party provides written notice to the other party at least sixty (60) days prior to the end of any term. This Agreement may also be terminated with or without cause by either party at any time upon ninety (90) days written notice pursuant to Section 6.4 of this Agreement.

Section 6
GENERAL

6.1 **Force Majeure.** The obligations of either Party under this Agreement, except for any obligation to pay to the other Party, for services already rendered, shall be suspended during the continuance of any force majeure applicable to that Party. For this purpose, the term "force majeure" means any cause not reasonably within the control of the Party claiming suspension of obligations, including but not limited to acts of God, War, riot, weather-related disaster, earthquake, or governmental action not involving County in any respect, and unavailability or breakdown of necessary equipment. The Party claiming suspension of obligations shall take reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.

6.2 **Whole Agreement.** This Agreement including all Schedules, represents the entire Agreement and understandings of the Parties hereto, and all prior Agreements, understandings, representations and warranties, whether written or oral, in regard to the subject matter hereof are and have been merged herein. In the event of a conflict, the provisions of this Agreement and the Schedules of the Agreement shall prevail.

6.3 **Amendment or Revision.** This Agreement may be amended or modified only by a written instrument, signed by Authorized Representatives of both Parties and designated as an Addendum or otherwise identified by the Parties to this Agreement.

6.4 **Notices.** All notices or other communications required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been given at the earliest of either the date of actual delivery or three (3) days after mailing, if mailed by certified mail, return receipt requested, unless otherwise noted in this Agreement and addressed to the Parties at:

To BryanLGH: Bryan LGH Medical Center
Attention: Chief Financial Officer
1600 South 48th St
Lincoln, NE 68506-1299

To County: York County Clerk's Office
Attn: County Clerk
510 N Lincoln Avenue
York, NE 68467

6.5 **Captions.** The titles and captions herein are included only as a matter of convenience and for reference, and shall not affect the interpretation of any provision herein.

6.6 **Locative Adverbs.** Wherever in this Agreement the locative adverbs "herein" or "hereunder" are used, the same shall be understood to refer to this Agreement in its entirety and not to any specific article, section, subsection, subpart, paragraph or subparagraph.

6.7 **Governing Law.** This Agreement shall be construed and enforced, in all respect, according to the laws of the State of Nebraska; provided, however, that the conflict of law principles of the State of Nebraska shall not apply to the extent that they would operate to apply the laws of another state.

6.8 **Statutes and Regulations.** Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

6.9 **Incorporation of Exhibits, Schedules and Recitals.** All exhibits, schedules and recitals referred to in this Agreement or any Amendment thereto are an integral part of this Agreement and are incorporated in this Agreement by this reference as though at this point set forth in full.

6.10 **Authority to Enter Into Agreement.** The execution and performance of this Agreement by each party has been duly authorized by all necessary laws, resolutions, corporate actions and government actions, and this Agreement constitutes the valid and enforceable obligations of each party in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Agreement to be signed on the date hereinafter set forth by their duly authorized representatives:

Dated this 19th day of April, 2011.

SCHEDULE A AUTHORIZED REPRESENTATIVES

The Authorized Representative(s) for the County shall be the Chief Administrative Officer and the Deputy Chief Administrative Officer. Those individuals are authorized to act on behalf of the County, subject to approval by the Board of County Commissioners. The authorized representatives shall receive, review, analyze and act on requests for information, or for action, made by BryanLGH or its representatives, or by County departments or their representatives. The authorized representatives shall be responsible for contacting the Board of County Commissioners, individually or collectively, as necessary, to obtain the necessary approvals to issue, execute, grant, or provide any billing statement approvals, requests, change requests, notices, payments, or other communications provided hereunder or requested from any source in order to respond in an appropriate and timely fashion to inquiries and requests by Bryan LGH and/or County departments in connection with performance of their duties and responsibilities pursuant to the terms of this Agreement.

The Authorized Representatives for BryanLGH shall be the Chief Financial Officer and the Chief Operating Officer or designees by any of them who have been designated in writing and with written notice given to County pursuant to Section 6.4 of this Agreement. Said individuals are authorized to act on behalf of BryanLGH with regard to the terms of the Agreement. The authorized representatives shall receive, renew, analyze and act on requests for information, or for action, made by County or its representatives. The authorized representatives for Bryan LGH shall have the authority to issue, execute, grant or provide any billing statements, requests, change requests, notices or other communications provided hereunder or requested by the other party hereto in order to respond in an appropriate and timely fashion to inquiries and requests by County in connection with performance of the duties and responsibilities pursuant to the terms of this Agreement.

SCHEDULE B PROCESS FOR SUBMITTING CLAIMS TO COUNTY

1. Bryan LGH shall submit all claims for services rendered pursuant to the terms of the Agreement within ninety (90) days of the last date such services were rendered.

2. All such claims shall be submitted on UB-04 billing statements, or subsequent versions thereof, or any other standard form designated for general usage in the healthcare industry. All such claims shall be accompanied by evidence of compliance with the provisions of NEBR.REV.STAT §47-701 THROUGH 47-705. All such claims shall be directed to the County Clerk. For purposes of NEB.REV.STAT §23-135, the claim shall be considered properly filed when it is mailed by regular United States first class mail to the County Clerk at the address listed in Section 6.4 of this Agreement.

3. Upon receipt of the claim, payment shall be made within sixty (60) days after it has been submitted by BryanLGH to County. If the department determines that payment is not appropriate, it will notify BryanLGH as soon as practicable of the good faith basis for that determination, and provide BryanLGH with any pertinent information available to it relative to the proper source for payment.

The Board requested input from the citizens of the county on the issue of courthouse security. Bamesberger reviewed the recommendation made by the Security Committee which stated that they felt the metal detector should be moved to the main floor, north front door with the south door being closed and everyone coming into the courthouse through the north door. There would be two persons stationed at the north door to man the metal detector.

The News Times conducted a poll which had 42 replies with 27 against 15 for. It was felt that the small number of responses did not give a true number.

Van Baxter first spoke with the Board. He felt that based on the poll, there where 64% against the increase in security and that the Commissioners were disregarding the results of the survey. He felt the improvement of the existing security resources would be enough. Taxes are already high enough.

Commissioner Shellington stated that he had more calls and been confronted with this even more than the road problems. Two persons said get more and thirty-six said don't get any more. One said "What's one life worth?" People that he talked to, felt that we don't have problems. Shellington asked the Sheriff if he had any instances where a gun was used.

Sheriff Radcliff stated that the protection of the employees and those doing business in the Courthouse is very important, however, it is a lot of money. His office is instigating some new procedures. Maybe windows should be installed in the offices. Maybe the metal detector should be moved to the end of the hall upstairs. There is a panic button in each office and also, the phones can also be used. He felt that the County Attorney's Office should have a counter installed.

County Clerk Heine stated that she felt the panic buttons were not in a place which would work in a threatening situation.

Lori Byers relayed the information given her by Mr. and Mrs. Richardson that the Aging and Roads Department do not have any protection. They are against moving the metal detector.

Commissioner Buller felt that doors to offices should be locked.

Leroy Vanicek of York asked how many employees need to be hired to man the metal detectors. The Board felt that there would need to be two. How many really want it? What brought this about to begin with? Bamesberger said that it originated through the courts. There was also input from the officials. Radcliff stated that the U.S. Marshall's Office stated that there should be protection in place. Vanicek asked what the Judges do when they are at home, do they have protection there? Will we have to provide them with a car and a body guard. He is against spending that kind of money for something that may or may not happen. It is money not well spent.

Willard Peterson of Bradshaw, he felt that we do not live in the same world we lived in before 9-11. This is a topic not about "If something will happen terrible"; it's "When something will happen terrible". We just don't live in the same world.

Ronald Mogul of York stated that it isn't the average person that is going to do you harm, it's somebody that's a little bit off. He and his wife have toured a number of capitals in which they have had a great deal of security to some that have had no security.

Moved by Buller, seconded by Bamesberger to table the matter for further study; roll call: yeas, Buller, Bamesberger, Shellington, Bredenkamp and Bulgrin; nays, none; motion carried.

Nate Schaf of Claritus stated that the counties lease for the courthouse postage machine will soon expire. He presented the following options which are available:

Proposal A – (IM480)

Cost of NEW equipment:

First 12 months @145.82/month & remaining 48 months @\$280.07 mo. SAVE \$1,442.16 first year, \$766.80 over 60 months.

**Last 6 months of existing lease forgiven

**WSCA contract set to expire next month (first year discount & increase)

*New product – enhanced sealer, feeder and USPS rate downloads

Proposal B – (IM460DWP)

Cost of NEW equipment:

First 12 months @\$178.99/month & remaining 48 months @\$328.94/month
Save \$1,044.12 first year, costs \$1,977 more over 60 months (\$1,301.64 vs IM480)

*Last 6 months of existing lease forgiven

*WSCA contract set to expire next month (first year discount & increase)

*New product – enhanced sealer, feeder and USPS rate downloads

*IMDWP – eliminates hand sorting, weighing & measuring mail "load and go"

Proposal C – (Fulfill current lease)

Cost of OLD equipment:

\$266.00 per month through 11/24/2011

*\$1,596 towards old equipment

*WSCA contract scheduled to end next month

-no first year discount & 18% price increase

Moved by Bredekamp, seconded by Bamesberger that York County accept proposal A for the postage machine for the York County Courthouse and enter into said contract with Hassler Mail Finance lease for the IM480; roll call: yeas, Bredekamp, Bamesberger, Buller, Shellington and Bulgrin; nays, none; motion carried.

**PREMIUM PREVENTIVE MAINTENANCE AGREEMENT TERMS AND CONDITIONS
AGREEMENT #A**

Claritus agrees to provide maintenance on equipment listed below in accordance with the following terms and conditions:

1. Claritus will provide all parts and labor for repairs and maintenance necessitated by normal usage within the manufacturer's specifications for volume.
 2. This agreement is limited to equipment operated during an eight-hour shift day and all services calls are restricted to Claritus' normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
 3. This agreement will become effective on the date listed below and subject to changes only at the time of subsequent renewal. This agreement will be renewed annually on its anniversary date and billed 60 days in advance with payment due within those 60 days but not after the effective renewal date.
 4. In the event that this agreement is included in a multi-year lease, Claritus reserves the right to increase the price of the agreement and bill the customer separately if the manufacturer's guidelines for volume are exceeded.
 5. Claritus will provide parts and labor for repairs and maintenance necessitated by normal usage of the controller, memory, drivers, harnesses, wiring, hard drives, CD ROM drives, floppy disc drives, monitors, keyboard, or cards that are directly attached to and purchased as part of the basic system.***
 6. This agreement does **not** cover:
 - a. Service necessitated by repair or maintenance performed by persons other than Claritus employees.
 - b. Repair or maintenance due to the use of media not supported by the manufacturer.***
 - c. Repair or maintenance due to customer's refusal to work with the service technician and perform adjustments over the phone.
 - d. Circuit board failures unless a Claritus approved line conditioner/surge protection device is installed in-line with the listed equipment.
 - e. Consumable items including but not limited to: tape, ink, ink cartridges or rollers, thermal print heads, scale charts or rate prompts, labels, operator tools and manuals.
 - f. Service required after the end-user installs software, software updates, or operating system changes are made. Any labor related to network related problems, not directly involved in the replacement or repair of items listed in item 5 of this page.***
 - g. Expenses incurred due to loss of data or data integrity.***
 - h. Software and print driver upgrades.***
 - i. Operator retraining
 - j. Service calls or irreparable damage to the machine, caused by the use of supplies not provided and/or approved by Claritus.
 7. Customer agrees to:
 - a. Provide suitable electrical service and maintain proper environmental conditions.
 - b. Pay for special servicing that may be required to prepare the equipment for relocation and adjust after relocation.
 - c. Assume the responsibility of data backup and the protection of said data.***
 - d. Notify Claritus, in writing 90 days in advance of the renewal date if they do not wish to renew this contract, or the contract will automatically renew for one more year.
 8. Expenses incurred for supplies consumed in the course of service calls performed by Claritus technical personnel are non-recoverable. Replenishment of such supplies is the sole responsibility of the customer.
 9. Claritus is not responsible for delays of service due to manufacturers' non-availability of parts or supplies necessary to complete such service as described in this agreement.
 10. This agreement is non-transferable, non-refundable, and becomes void upon sale or transfer of the equipment.
 11. Claritus may withhold service or terminate this agreement if the customer fails to comply with any of the items and conditions of this agreement, or acquires a past-due balance for services rendered and/or products sold of more than 30 days from the date of invoice.
 12. This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force, and any loss or damage occurring from uncontrollable circumstances.
 13. Customer specifically agrees that NO OTHER representation, constitutions or warranties other than those set forth specifically in writing herein have been made or have been relied in the making of this agreement.
 14. Your signature or your initial payment will indicate your acceptance of these terms and conditions.
- Note: Service charges for non-service agreement customers are: \$190.00 per first hour for labor
\$140.00 per second hour for labor
*out of town zone charges may apply

Bids for gravel were opened as advertised. The following bids were received:

HOKER BROTHERS SAND & GRAVEL - Grand Island, NE

FOB PIT 6.75 per ton x 1.35 = \$9.1125 pr cu yd.

OVERLAND SAND & GRAVEL – York, NE

Arborville \$14.14 cu yd

Morton	\$15.67 cu yd
Thayer	\$16.97 cu yd
Stewart	\$15.87 cu yd
Bradshaw	\$15.67 cu yd
Lockridge	\$16.81 cu yd
New York	\$15.67 cu yd
Waco	\$14.57 cu yd
Brown	\$16.97 cu yd
Baker	\$15.87 cu yd
Leroy	\$14.75 cu yd
Beaver	\$13.71 cu yd
Henderson	\$16.00 cu yd
Hays	\$14.94 cu yd
McFadden	\$13.87 cu yd
West Blue	\$13.66 cu yd
FOB Pit Grigsby/Eagle	\$9.25
FOB Pit Phelps	\$12.00
Armor Coat Aggregate Grigsby	\$16.85
ROAD GRAVEL	
FOB Pit Grigsby/Eagle	\$9.25
FOB Pit Phelps	\$12.00

JOHNSON SAND & GRAVEL – Columbus, NE

Arborville	N/A
Morton	\$16.76 cu yd
Thayer	\$15.34 cu yd
Stewart	\$14.24 cu yd
Bradshaw	N/A
Lockridge	\$18.20 cu yd
New York	\$16.76 cu yd
Waco	\$15.56 cu yd
Brown	N/A
Baker	\$19.30 cu yd
Leroy	\$17.80 cu yd
Beaver	\$16.89 cu yd
Henderson	N/A
Hays	N/A
McFadden	\$19.40 cu yd
West Blue	\$18.80 cu yd
FOB Pit Road Gravel	\$9.00
FOB Pit Mud Rock	\$13.80
Armor Coat Aggregate FOB	\$8.50
Sand Pit FOB	\$3.50

Moved by Bredenkamp, seconded by Buller to accept all gravel bids; roll call: yeas, Bredenkamp, Buller, Bamesberger, Shellington and Bulgrin; nays, none; motion carried.

Vicki Duey, Executive Director of Four Corners Health Department reviewed their Annual Report and also requested that the Board appoint Dr. Joseph Erwin to fill the position of Board Physician for the Four Corners Board of Health to replace Dr. Darroll Loschen who resigned.

Moved by Bredenkamp, seconded by Shellington to adopt Resolution #11-17 to appoint Dr. Joseph Erwin to fill the position of Board Physician for the Four Corners Board of Health; roll call: yeas, Bredenkamp, Shellington, Buller, Bamesberger and Bulgrin; nays, none; motion carried.

RESOLUTION #11-17

WHEREAS, the County of York is in an Interlocal agreement for the Four Corners Health Department; and

WHEREAS, the Board has been advised that Dr. Darroll Loschen has resigned his position as Board Physician; and

WHEREAS, the Board is aware that Dr. Joseph Erwin is willing to serve in that position;

NOW, THEREFORE BE IT RESOLVED, that Dr. Joseph Erwin, is hereby appointed to serve as Board Physician to the Four Corners Board of Health.

Dated this 19th day of April, 2011.

Gary Peterson, York/Seward Emergency Manager informed the Board of a Disaster Registry Program in which special needs individuals would sign up to aid emergency workers in planning and response should a disaster occur.

Moved by Bamesberger, seconded by Shellington to approve signing the Disaster Registry Program with changes to be made on the name of the entity; roll call: yeas, Bamesberger, Shellington, Buller, Bredenkamp and Bulgrin; nays, none; motion carried.

Also, a he requested permission to apply for Emergency Grants.

Moved by Bamesberger, seconded by Buller to authorize Gary as Emergency Manager to apply for grants as they are available; roll call: yeas, Bamesberger, Buller, Bredenkamp, Shellington and Bulgrin; nays, none; motion carried.

Peterson made available a Disaster Guide for County Board Members. He introduced Gerald Hinrichs, the part-time Deputy Director and advised the Board that he has completed his six month probationary period.

Treasurer Scavo requested approval of a pledged security with Cornerstone Bank.

Moved by Bredenkamp, seconded by Buller to adopt Resolution #11-18 to approve pledged security with Cornerstone Bank, N.A. for \$3,000,000. CUSIP#313372AD6; roll call: yeas, Bredenkamp, Buller, Bamesberger, Shellington and Bulgrin; nays, none; motion carried.

RESOLUTION #11-18

WHEREAS, Cornerstone Bank, N.A. was heretofore designated as a depository for county funds and to secure the same from time to time, has heretofore deposited securities with U.S. Bank N.A. Minneapolis, MN.;

BE IT THEREFORE RESOLVED, that the deposit of securities heretofore made to secure the County deposits with said Cornerstone Bank N.A. be and the same are hereby approved and that the Depository Receipts herewith filed with the County Clerk covering the following described securities be approved:

Federal Home Loan Bank
Maturity Date: January 5, 2021
Rate: 4.150000
CUSIP: #313372AD6
Pledged amount: \$3,000,000.00
DATED this 19th day of April, 2011.

Various Handbook changes have been discussed, however, at this time further information must be received prior to making a decision, therefore, the matter is tabled.

A list of county surplus property was reviewed.

Moved by Shellington, seconded by Bamesberger to declare the list as surplus property to be sold, recycled or destroyed; roll call: yeas, Shellington, Bamesberger, Buller, Bredenkamp and Bulgrin; nays, none; motion carried.

2 – 2 drawer file cabinets (rough)
Dell printer A960 (needs work)
Sceptre Monitor D98A (junk)
Pixie Monitor PBC-1450 (junk)

A proposed resolution was submitted by the Nebraska Department of Roads for Project BRO-7093(23) Bradshaw SE which states that the County will provide local funds for the project.

Moved by Bredenkamp, seconded by Shellington to adopt Resolution #11-19 authorizing the Chairman to sign the Project Program Agreement for Project BRO-7093(23), CN41634, Bradshaw SE; roll call: yeas, Bredenkamp, Shellington, Buller, Bamesberger and Bulgrin; nays, none; motion carried.

RESOLUTION #11-19

SIGNING OF THE PROJECT PROGRAM AGREEMENT FOR PROJECT NO. BRO-7093(23), CN 41634, BRADSHAW SE

Whereas: York County is proposing a transportation project for which it would like to obtain Federal funds;

Whereas: York County understands that it must strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

Whereas: York County and Nebraska Department of Roads (NDOR) wish to enter into a Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid Project.

Be It Resolved: by the York County Board of Commissioners of York County that: Kurt Bulgrin, Chairman of the York County Board of Commissioners is hereby authorized to sign the attached Project Program Agreement between York County and the NDOR.

York county is Committed to providing local funds for the project as required by the Project Program Agreement. NDOR Project Number BRO-7093(23), NDOR control Number CN41634, Bradshaw SE.

Adopted this 19th day of April, 2011 at York, Nebraska.

Lori Suddarth has been conducting the York County Spelling Contest for the past couple of years. She is requesting to continue in that capacity for the year 2012 at a rate of \$1,100.00.

Moved by Bredenkamp, seconded by Shellington to continue with the Spelling Contest and that we contract with Lori Suddarth to conduct it for 2012 in the amount of \$1,100.00; roll call: yeas, Bredenkamp, Shellington, Buller, Bamesberger and Bulgrin; nays, none; motion carried.

Business Telecommunication Systems (BTS) of Grand Island installed the current telephone system five years ago.

At that time, we purchased an addition three years of warranty for a total of five years from purchase.

BTS provided a maintenance agreement for the Board's review which would cost \$389.00 per month. The Board reviewed the costs should the contract not be signed.

Moved by Bamesberger, seconded by Shellington to deny the maintenance contract for the courthouse telephone system; roll call: yeas, Bamesberger, Shellington, Buller, Bredenkamp and Bulgrin; nays, none; motion carried.

Ronald Fersch of Cutting Edge Lawn Service advised Commissioner Bulgrin that he would agree to mow Cashler-Union Cemetery for \$650.00 in 2011.

Moved by Shellington, seconded by Bredenkamp to pay Ron Fersch \$650.00 for mowing Cashler-Union Cemetery with payments to be made in two installments; roll call: yeas, Shellington, Bredenkamp, Buller, Bamesberger and Bulgrin; nays, none; motion carried.

At this time, the position of York County Highway Superintendent is vacant. Bradley Covert was appointed as the Interim Highway Superintendent and Ila Chapman the Responsible Charge. It was felt that additional pay should be given to them for assuming these rolls.

Moved by Bredenkamp, seconded by Buller to adopt Resolution #11-19 to pay Bradley Covert as acting Highway Superintendent, a wage of \$19.50 per hour which shall be retro active to when he first assumed the duty of Interim Highway Superintendent and upon the hiring of a new Highway Superintendent, Mr. Coverts wage will go back to his normal foreman wage; roll call: yeas, Bredenkamp, Buller, Bamesberger, Shellington and Bulgrin; nays, none; motion carried.

RESOLUTION #11-19

WHEREAS, the York County Highway Superintendent, Don Robb resigned his position as of March 18, 2011; and **WHEREAS**, the York County Board of Commissioners has determined that in the interim, an acting/interim Highway Superintendent should be appointed to conduct the normal day to day workings of the Road Department; and

WHEREAS, Bradley Covert has served as foreman of the York County road crew and therefore is suited to oversee road maintenance and was appointed to such on April 5, 2011;

NOW, THEREFORE BE IT RESOLVED; that Bradley Covert, appointed Interim Highway Superintendent shall be paid at a wage of \$19.50 per hour retro active to when he first assumed the duty of Interim Highway Superintendent and upon the hiring of a new Highway Superintendent, Mr. Covert's wage will revert back to his normal foreman wage of \$17.17 per hour.

Dated and signed this 19th day of April, 2011.

Moved by Bamesberger, seconded by Buller to adopt Resolution #11-20 to pay Ila Chapman as acting Responsible Charge (RC) at a wage of \$12.00 per hour which shall be retro active to when she first assumed the duty of Interim Responsible Charge and upon the hiring of a new Highway Superintendent, Ms. Chapman's wage will go back to her normal wage; roll call: yeas, Bamesberger, Buller, Bredenkamp, Shellington and Bulgrin; nays, none; motion carried.

RESOLTUION #11-20

WHEREAS, the York County Highway Superintendent, Don Robb resigned his position as of March 18, 2011; and

WHEREAS, the York County Board of Commissioners has determined that in the interim, an acting/interim Responsible Charge (RC) should be appointed to conduct matters concerning federal aid projects ; and

WHEREAS, Ila Chapman, a Road Department Secretary has completed the licensing for purposes of Responsible Charge for Federal Aid Projects and was appointed as such on April 5, 2011;

NOW, THEREFORE BE IT RESOLVED; that Ila Chapman, appointed Responsible Charge shall be paid at a rate of \$12.00 per hour retro active to when she first assumed the duty of RC and upon the hiring of a new Highway Superintendent, Ms. Chapman's wage will revert back to her normal wage of \$11.16 per hour.

Dated and signed this 19th day of April, 2011.

Treasurer Scavo submitted her March 31, 2011 Fund Balances.

General	\$398,164.65
Road	510,138.67
Juvenile Diversion	6,731.15
Child Support Enforcement – County Attorney	\$101.28
Unemployment Security	17,904.46
Area on Aging	12,502.01
Relief & Medical	14,015.57
State Institutions	6,975.22
Veterans Aid	18,221.21
Busy Wheels	9,827.52
STOP	13,665.31
Debt Service	294,968.18
Inheritance Tax	1,526,082.56
911 Wireless	22,165.54
Emergency Mgmt	28,889.13

Law Enforcement/Sheriff	12,059.78
Noxious Weed	4,082.51
Ambulance	37,717.67
911 Emergency	63,859.50
CDBG	3,007.48
Visitors Impr Fund	186,759.38
Visitors Promotion	72,729.61

The Chairman declared the meeting adjourned at 2:25 p.m. The next meeting will be May 3, 2011 at 8:30 a.m. with Elected Officials/Department Heads; 9:20 a.m. with the General Assistance Administrator and 9:35 a.m. in the County Commissioners Room, lower level of the Courthouse for the regularly scheduled meeting.

Kurt Bulgrin, Chairman
York County Board of Commissioners

Cynthia D. Heine, County Clerk
York, Nebraska