

The York County Board of Commissioners met according to law on Tuesday, August 21, 2012 at 8:30 a.m. as per notice in the York News Times on August 15, 2012, with Chairman Kurt Bulgrin presiding, with Bill Bamesberger, Tom Shellington and Paul Buller. Also present was Melanie Wilkinson, correspondent for the York News Times. Commissioner Pat Bredenkamp was absent.

The Pledge of Allegiance was recited.

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.

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

Moved by Shellington, seconded by Bamesberger to approve the minutes of the August 7, 2012, Board of Commissioners meeting as presented; roll call: yeas, Shellington, Bamesberger, Buller, and Bulgrin; nays, none; Bredenkamp absent; motion carried.

Moved by Shellington, seconded by Bamesberger to adopt the agenda for Tuesday, August 21, 2012; roll call: yeas, Shellington, Bamesberger, Buller and Bulgrin; nays, none; Bredenkamp absent; motion carried.

Moved by Buller, seconded by Shellington to go into executive session at 8:32 a.m. to discuss General Assistance cases and to prevent needless injury to an individual; roll call: yeas, Buller, Shellington, Bamesberger and Bulgrin; nays, none; Bredenkamp absent; motion carried. The Chairman restated the motion

Moved by Shellington, seconded by Buller to come out of executive session at 8:45 a.m. where no action was taken; roll call: yeas, Shellington, Buller, Bamesberger and Bulgrin; nays, none; Bredenkamp absent; motion carried.

GENERAL ASSISTANCE CASES:

Moved by Bamesberger, seconded by Shellington to approve General Assistance case #12-24 for utilities payable to NPPD in the amount of \$104.98 and Kopchos for \$114.50; roll call: yeas, Bamesberger, Shellington, Buller and Bulgrin; nays, none; Bredenkamp absent; motion carried.

Moved by Bamesberger, seconded by Shellington to approve General Assistance #12-25 for utilities payable to NPPD in the amount of \$282.29; roll call: yeas, Bamesberger, Shellington, Buller and Bulgrin; nays, none; Bredenkamp absent; motion carried.

INTERFUND TRANSFERS:

Moved by Buller, seconded by Shellington to adopt Resolution #12-57 to transfer \$10,000.00 from the Inheritance Tax Fund to the Area on Aging Fund as budgeted; roll call: yeas, Buller, Shellington, Bamesberger and Bulgrin; nays, none; Bredenkamp absent; motion carried.

RESOLUTION #12-57

WHEREAS, the York County Board of Commissioners met at their regular meeting on the 21st day of August 2012, and discussed the fact that in the proposed budget for 2012-2013, 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 \$10,000.00.

NOW BE IT RESOLVED, that the York County Treasurer shall transfer the sum of \$10,000.00 budgeted dollars from the Inheritance Tax Fund to the Area on Aging Fund for the budget year of 2012-2013.

Dated this 21st day of August 2012.

PAYROLL & VENDOR CLAIMS:

Moved by Buller, seconded by Shellington to approve payroll in the amount of \$129,491.27 and vendor claims as presented; roll call: yeas, Buller, Shellington, Bamesberger and Bulgrin; nays, none; Bredenkamp absent; motion carried.

Fund	Name	Description	Total
Rd	Ace Irrigation and Mfg	Culverts	887.00
Gen	Atco International	Equipment	80.00
Aging	Bag N Save	Supplies	1,827.88
Gen	Beaver Bearing Co of York, LLC	Equip Repair	21.13
Gen	Black Hills Energy	Heating Fuels	19.16
Gen	Blue Knight Security, Inc.	Security Contract	1,434.00
Gen	Marjorie Braman	Retirement	11.00
Rd	Car Parts Inc	Repair Parts	285.13
Gen	Cash-Wa Candy Company	Board of Prisoners	1,017.39
Aging	Cash-Wa Distributing Co.	Supplies	528.98
Gen	Centre Place Dental, P.C.	Medical-Prisoners	158.00
Rd	Ila Chapman	Reimbursement	106.75
Gen	Ann Charlton	Mileage	406.81
Gen	Gary Charlton	Retirement	11.00

Gen	City of York	Water	121.87
Gen	Clerk of District Court	Court Costs	11.50
Gen	Codex Corporation	Maintenance Agreement	3,196.00
Gen	Connecting Point Computer Center	Data Proc Equip	92.50
Gen	Cornerstone Bank	Data Proc Equip	75.03
Rd	Cornhusker Cleaning Systems Inc.	Shop Supplies	69.05
Gen, Rd	Corporate Payment Systems	Reimbursement	915.90
Rd	Cross-Dillon Tire	Tire Repair	652.00
Gen	Sharon Cuda	Retirement	10.00
Gen	Culligan of York	Building Maintenance	640.46
Gen	CVSOA	Dues	35.00
Visitors Imprv	Dart Custom Imprinting	Supplies	2,522.00
Gen	Data Tech Computer Serv	Office Equipment	50.00
Gen, Rd, Aging	Eakes Office Plus	Office Supplies	1,487.89
Rd	Express Truck Center-York	Repair Parts	780.40
Rd	Fairbanks – Grand Island	Repair Parts	657.86
Rd	Farm Plan	Repair Parts	175.01
Rd	Fastenal Industrial & Const Supply	Signs & Posts	75.78
Gen	Fillman Law Offices	Attorney Fees	2,880.30
Rd	Filter Care	Repair Parts	114.30
Gen	First Concord Benefits Group, LLC	Insurance	344.00
Rd	Five Star Truck Center – York	Repair Labor	144.44
Gen	Galls, An Aramark Company	Safety Equip	93.48
E911	Geocomm, Inc.	E911 Equip	3,300.00
Gen	Graham Tire Lin. North	Tire Repair	125.30
Gen, Aging	Grand Central Foods	Board of Prisoners	3,729.18
Gen	Great Plains Pest Management, Inc.	Building Maintenance	52.00
Gen	Harry Hecht	Retirement	16.00
Gen	Hitz Towing, Inc.	Vehicle Maintenance	320.00
Gen	Greg Holdren	Drawing	75.00
Gen	Hometown Leasing	Office Equip Rental	427.33
Rd	Hooker Bros. Sand & Gravel, Inc.	Gravel	343.14
Gen	Hy-Tec Auto Service	Vehicle Maintenance	261.16
Gen	UNL IS Communications Center	Telephone Service	49.25
Rd	Island Landhandlers, Inc.	Gravel	327.80
Rd	J.I.L. Asphalt Paving Co.	Bituminous Surfacing	1,396.65
Rd	Jackson Services Inc.	Shop Supplies	79.54
Rd	Justin Jacobsen	Reimbursement	27.50
Rd	Johnson Sand & Gravel Co., Inc.	Gravel	2,969.40
Rd	Kerford Limestone Company	Rock	3,364.14
Rd	Kimball Midwest	Repair Parts	246.35
Gen	David Kimble	Attorney Fees	712.50
Gen	Kirkham Michael Engineers	Office Supplies	6.50
Gen	Kopchos Sanitation, Inc.	Garbage	35.00
Gen	Eileen Krumbach	Mileage	55.50
Gen	Lancaster County Sheriff	Court Costs	6.00
Gen	Latimer Reporting	Court Costs	85.30
Rd	Lyle Signs, Inc.	Signs & Posts	735.98
Gen	Medical Enterprises, Inc.	Drug Test	31.00
Aging	Jerri Merklinger	Reimbursement	76.56
Gen	Microfilm Imaging Systems, Inc.	Data Proc Equip	162.75
Gen	Mid-American Research Chemical	Janitorial Supplies	349.40
Rd	Midwest Machinery & Supply Co.	Guard Posts	250.32
Gen	Miller Seed & Supply Co. Inc.	Maintenance Agreement	182.50
Rd	Ryan Minary	Reimbursement	3.00
Gen	Moore Medical, LLC	Medical-Prisoners	31.11
Gen	Jeanne Morand, Court Reporter	Court Costs	281.25
Rd	Moses Motor Co.	Repair Parts/Labor	727.04
Rd	Myers Tire Supply	Tire Repair	54.13
Aging	Ne Assoc of Senior Center	Dues	60.00
Gen	Ne Criminal Defense Attorneys	Dues	125.00
State Inst	Ne Health & Human Services	Monthly Fees	660.00
Gen	Ne Public Health Environmental Lab	Drug Tests	98.00
Gen	Ne Public Power District	Electricity	182.52
Visitors Prom	Ne Travel Association	Meals	17.00
Rd	Ne Truck & Equipment Co., Inc.	Repair Parts	68.90
Rd	Nebraskaland Glass	Repair Parts	350.00
Gen, Aging	North Office Supply	Office Supplies	243.58
Rd	Orscheln Card Center	Shop Tools	299.99
Rd	Overland Sand & Gravel Co	Gravel/Rock	12,356.84
Gen	Pell Reporting	Court Costs	178.40
Rd	Perennial Public Power District	Electricity	59.34
Gen	Pieper's Pottys	Rental	75.00
Gen	Plains Power & Equip., Inc.	Grounds Supplies	.84
Gen	Platte Valley Communications	Maintenance Agreement	5,527.20
Rd	Power Plan	Repair Parts	145.20
Rd	Rasmussen Auto Parts	Repair Parts	117.27
Gen	Redfield & Company, Inc.	Office Supplies	257.57

Gen	Melvin Reetz	Retirement	12.00
State Inst	Region V Systems	EPC Billing	242.00
Rd	Robidoux Inc.	Repair Parts	329.25
Gen	Ronco Plumbing	Building Maintenance	122.37
Rd	Sahling Kenworth Inc.	Repair Parts	117.11
Gen	Don Sandman	Telephone Service	30.00
Rd	Sapp Bros. Petroleum, Inc.	Fuel	5,106.20
Aging	Service Press	Publication	130.00
Gen	Mark Shaw	Court Costs	20.00
Gen	Stahr & Associates	Contractual Services	200.00
Rd	Standard Battery, Inc.	Repair Parts	357.85
Gen	State of Ne/Das Central Finance	Data Proc Equip	80.25
Gen	Svehla Law Offices	Attorney Fees	457.50
Gen	Text & Data Technologies Inc.	Maintenance Agreement	1,000.00
Rd	Toofast Supply	Shop Tools	165.88
Gen	University of Nebraska	Office Equip	245.66
Gen	Verizon Wireless Services LLC	Telephone Service	172.04
Rd	Village of Bradshaw	Electricity	11.28
Rd	Village of McCool Junction	Water/Sewer	37.00
Gen	VPI Inc.	Maintenance Agreement	1,994.00
Visitors Prom	Waitt Outdoor, LLC	Media-Advertising	445.00
Gen	Walgreens	Medical-Prisoners	2,832.86
Visitors Prom	Web Tech Solutions	Website Maintenance	93.33
Rd	Weldon Industries, Inc.	Repair Parts	355.92
Gen, E911, 911, Relief			
Aging, Rd	Windstream Communications	Telephone Service	4,136.96
Rd	York Ace Hardware	Shop Tools	157.47
Gen	York County Clerk	Court Costs	1.50
Gen	York County Highway Dept.	Fuel	4,855.41
Gen	York County Sheriff	Reimbursement	6.30
Rd	York County Treasurer	Registration	10.00
Rd, Weed	York Farm Supply LLC	Repair Parts	1,003.88
Gen	York General Hospital	Physical Capacity	871.00
Gen	York Medical Clinic PC	Medical-Prisoners	363.43
Gen, Aging	York News-Times	Publication	814.05
Gen	York Printing Company, LLC	Office Supplies	170.34
Visitors Prom	York Promotional Products	Promotional Supplies	1,233.71

Preliminary tax requests were received from political subdivisions within the county. Based on the valuation of the county, the following preliminary levies were set:

Moved by Shellington, seconded by Bamesberger to adopt Resolution #12-58 setting the preliminary levies for the political subdivisions within the county; roll call: yeas, Shellington, Bamesberger, Buller and Bulgrin; nays, none; Bredenkamp absent; motion carried.

RESOLUTION #12-58

WHEREAS, Nebraska State Statute 77-3443 (3) requires all political subdivisions subject to county levy authority to submit a preliminary request for levy allocation; and

WHEREAS, the political subdivisions that are subject to York County Levy authority are agricultural society, historical society, rural fire districts and cemetery districts; and

WHEREAS, the York County Board of Commissioners has determined that due to the number of political subdivisions and taxing parcels that would be affected, that a maximum levy will be established and if the subdivisions request is over that maximum levy, their levy will be set at that maximum levy;

NOW THEREFORE BE IT RESOLVED that the York County Board of Commissioners hereby allocates the following:

Agricultural Society	.007603
Historical Society	.000141
Rural Fire Districts	.048563
Cemetery Districts	.004420

BE IT FURTHER RESOLVED by said Board that if any of the political subdivisions that are subject to the county levy authority neglects to submit a request, the Board will use their last years budget request to determine the levy rate in the same format as paragraph three (3);

BE IT FURTHER RESOLVED that the York County Board of Commissioners does hereby allocate the following:

		Levy as Requested	Levy Maximum Rate
AG SOCIETY			
	\$2,190,604,537.		
<u>Valuation</u>	00		
<u>Request</u>	\$166,557.37		
		0.007603	0.007603
HISTORICAL SOCIETY			
<u>Valuation</u>	\$2,190,604,537.		

	00			
<u>Request</u>	\$3,084.97		0.000141	0.000141
 FIRE DISTRICTS				
<i>Benedict Rural Fire</i>				
<u>Valuation</u>	\$206,473,712.00			
<u>Request</u>				
general fund	\$31,987.00		0.015492	
bond fund	\$36,689.50		0.017770	
<u>total request</u>	\$68,676.50			
			0.033262	0.048563
 <i>Bradshaw Rural Fire</i>				
<u>Valuation</u>	\$257,263,453.00			
<u>Request</u>				
general fund	\$31,346.49		0.012185	
sinking fund	\$9,793.17		0.003807	
<u>total request</u>	\$41,139.66			
			0.015992	0.048563
 <i>Gresham Rural Fire</i>				
<u>Valuation</u>				
York County	\$101,051,704.00			
Butler County	\$19,636,817.00			
Polk County	\$50,141,008.00			
Seward County	<u>\$41,354,461.00</u>			
total valuation	\$212,183,990.00			
<u>Request</u>				
general fund	\$54,381.54		0.025630	
sinking fund	\$14,871.55		0.007009	
bond fund	\$33,787.50		0.015924	
<u>total request</u>	\$103,040.59			
			0.048563	0.048563
 <i>Henderson Rural Fire District</i>				
<u>Valuation</u>				
York County	\$141,819,568.00			
Hamilton County	<u>\$86,665,675.00</u>			
total valuation	\$228,485,243.00			
<u>Request</u>				
general fund	\$40,788.00			
			0.017852	0.048563
 <i>McCool Jct Area Fire Rural Fire Protection District No. 7</i>				
<u>Valuation</u>				
York	\$204,723,449.00			
<u>Request</u>				
general fund	\$34,132.92		0.016673	
sinking fund	\$27,161.62		0.013268	
bond fund	<u>\$37,082.50</u>		0.018114	
<u>total request</u>	\$98,377.04			
			0.048055	0.048563
 <i>Waco Rural Fire District</i>				
<u>Valuation</u>				
	\$281,130,374.00			
<u>Request</u>				
general fund	\$52,164.05		0.018555	
bond fund	<u>\$8,372.95</u>		0.002978	
<u>total request</u>	\$60,537.00			
			0.021533	0.048563
 <i>York Rural Fire District</i>				
<u>Valuation</u>	\$336,222,349.00			
<u>Request</u>				
general fund	\$110,659.80		0.032913	0.048563
 CEMETERY DISTRICTS				
<i>Vernon Cemetery District</i>				
<u>Valuation</u>	\$97,909,284.00			

<u>Request</u>	\$1,752.36	0.001790	0.004420
<i>Thayer Cemetery District</i>			
<u>Valuation</u>	\$94,604,972.00		
<u>Request</u>	\$4,181.32	0.004420	0.004420
<i>Plainfield Cemetery District</i>			
<u>Valuation</u>	\$119,602,487.00		
<u>Request</u>	\$3,900.00	0.003261	0.004420
<i>Waco Cemetery District</i>			
<u>Valuation</u>	\$193,327,702.00		
<u>Request</u>	\$6,696.00	0.003464	0.004420

The annual inventory has been completed for the year 2011-2012.

Moved by Buller, seconded by Bamesberger to adopt Resolution #12-59 approving the listing of county inventory as of June 30, 2012; roll call: yeas, Buller, Bamesberger, Shellington and Bulgrin; nays, none; Bredenkamp absent; motion carried.

RESOLUTION #12-59 Inventory of York County Property

For Year 2011-2012

COURTHOUSE PROPERTY

CLERK	\$ 25,907.74
REGISTER OF DEEDS	\$ 27,288.70
ELECTION COMMISSIONER	\$ 19,423.96
TREASURER	\$ 31,665.68
CLERK OF DISTRICT COURT	\$ 31,002.30
COUNTY COURT	\$ 39,998.18
SCHOOL SUPERINTENDENT	\$ 60.00
COUNTY ATTORNEY	\$ 21,616.36
LAW LIBRARY	\$ 40,347.04
CHILD SUPPORT ATTORNEY	\$ 8,345.53
COUNTY SHERIFF	\$ 910,581.00
COUNTY JAIL	\$ 50,624.00
JURY COMMISSIONER	\$ 25,496.50
COUNTY ASSESSOR	\$ 26,228.62
VETERAN SERVICE OFFICE	\$ 12,156.50
COUNTY EXTENSION	\$ 78,811.78
COUNTY COMMISSIONERS	\$ 18,612.95
DISTRICT JUDGE	\$ 6,670.00
COPY ROOM	\$ 4,853.00
EMPLOYEES LOUNGE	\$ 1,253.90
CUSTODIAN & BASEMENT	\$ 35,451.11
ZONING ADMINISTRATOR	\$ 194.95
GENERAL ASSISTANCE	\$ 275.00
CHIEF PROBATION OFFICER	\$ 22,335.14
PUBLIC DEFENDER	\$ 11,963.71
DATA PROCESSING DEPT	\$ 108,553.14
AREA ON AGING	\$ 24,621.91
EMERGENCY MANAGEMENT	\$ 22,607.00
SURPLUS PROPERTY	\$ 9,384.08

TOTAL COURTHOUSE PROPERTY **\$ 1,616,329.78**

COUNTY WEED CONTROL AUTHORITY **\$ 64,289.25**

BUSY WHEELS-HANDIBUS **\$ 76,213.95**

ROAD & BRIDGE DEPARTMENT

Motor Graders: 1A,2,3,4,7,8A,9,10A,PAT007,013,014,100	\$ 2,062,156.96
Trucks & Trailers	\$ 799,459.44
Grading Equipment (Scrapers, Dozer)	\$ 754,641.00
Loaders	\$ 799,558.00
Miscellaneous Equipment	\$ 397,039.21
Radios & Towers	\$ 19,967.00
Office Supplies	\$ 34,757.59
Maintainer Shed - Material Tools	\$ 18,097.35
Bridge tools (in bridge trucks)	\$ 2,814.77
County shop materials (tools, supplies in shop bldg & yard)	\$ 232,096.75

Culverts (Sec. 300 & 350)	\$	36,708.07
County Surveyor's Equipment (Sec. X250)	\$	6,001.12
Signs (Section 150)	\$	10,804.28
Posts (Section 160)	\$	7,720.05
Fuels (Section 200)	\$	118,039.42
Oil (Section 250)	\$	7,688.42

TOTAL ROAD & BRIDGE DEPT. \$ 5,307,549.43

COUNTY PROPERTY

Courthouse & Grounds		\$ 9,496,600.00
Office Building	Built in 1968 Sq. Ft. 7900	\$ 496,000.00
Extension Bldg		\$ 190,100.00
County Welfare & Historical Bldg.		\$ 263,400.00
Weed Office & Mechanic Shop		\$ 293,400.00
Fuel Supply Building	Built in 1968 Sq. Ft. 725	\$ 22,200.00
Open Front Vehicle Shed (Hay Shed)	Built in 1968 Sq. Ft. 5430	\$ 60,000.00
Cnty Shop Sign Bldg	Built in 1998 Sq. Ft. 1500	\$ 27,000.00
Cnty Shop Equipment Storage	Built in 2002 Sq. Ft. 11760	\$ 188,000.00
Quonset Building	Built in 1945 Sq. Ft. 6440	\$ 100,000.00
Pt. NW4 7-9-1 & Pt NE4 12-9-2 (Rotary Camp)		\$ 10,000.00
300' Communication Tower (SE 1/4 of NE 1/4 of 21-9-3)		\$ 190,100.00
Generator for 300' Communication Tower (E 1/2 11-11-2)		\$ 11,065.00

TOTAL COUNTY PROPERTY \$ 11,347,865.00

PATROL SHEDS

Arborville	\$	24,000.00
Thayer	\$	26,000.00
Henderson	\$	24,000.00
McCool Jct.	\$	59,000.00
Gresham	\$	32,000.00
West Blue	\$	26,000.00
Benedict	\$	23,000.00
Bradshaw	\$	37,000.00
Waco	\$	31,400.00

TOTAL PATROL SHEDS \$ 282,400.00

GRAND TOTAL: \$ 18,694,647.41

Highway Superintendent Doht provided the Board with a copy of the Right-of-Way Permission to Cross/Enter/Follow for Henderson Cooperative Telephone.

Moved by Bamesberger, seconded by Buller to authorize the Chairman to sign the Right-of-Way Requirement-Permission to Cross/Enter/Follow; roll call: yeas, Bamesberger, Buller, Shellington and Bulgrin; nays, none; Bredenkamp absent; motion carried.

**YORK COUNTY
RIGHT-OF-WAY REQUIREMENT
PERMISSION TO CROSS/ENTER/FOLLOW**

This indenture is made the 21st day of August, 2012 between the County of York, Nebraska hereinafter called the COUNTY and Henderson Cooperative Telephone Company. Hereinafter called the: GRANTEE:

WHEREAS, the COUNTY is charged by law with the responsibility of keeping and maintaining county roads within the county.

AND WHEREAS, the GRANTEE is desirous of (crossing,entering,following) a county road with fiber optic cable at the following Legal Description, to wit:

Between Sections _____ & _____	Road _____ between
Road _____ & _____	Location: Roads as listed on end of permit &
attached map	
Township <u>See Provided</u> North	Mailing Address: 1000 N Main
Range <u>Map and detail sheets</u> West	City: Henderson State: NE Zip 68371
	Telephone: (402)723-4448

AND WHEREAS, the COUNTY is agreeable to granting said permission to the GRANTEE under the terms and conditions hereinafter expressed;

Now, this indenture witnesseth as follows:

- COUNTY agrees and hereby grants permission to the GRANTEE to (cross, enter, follow) the county road with fiber optic cable at the above described Legal Description.
- The GRANTEE agrees to notify any or all Utilities Companies that have property in the area that may be disturbed.

3. The GRANTEE agrees to notify the York County Highway Superintendent Forty Eight (48) hours in advance of proposed crossing.
4. The GRANTEE agrees that burial of crossing by six (6) Feet below the centerline elevation of roadway and Four (4) Feet below the elevation of ditchline. The GRANTEE further agrees that mechanical methods for compaction or "Flowable Fill" be used to backfill the entire excavated area. Compaction of backfilled area is to be accepted by York County Highway Superintendent or one of his assigns prior to GRANTEE leaving the construction area.
5. The GRANTEE agrees that when trenching down road to be offset three (3) Feet from centerline and approaching a box culvert to bore Twelve (12) Feet under structure; on steel culvert bore Six (6) Feet below flow line; or approach to Fifty (50) Foot of bridge then bore to property line, bore Fifty (50) Feet past end of bridge and return to Three (3) Foot off-set of centerline.
6. If there is more than one utility to cross Right-of-Way, a minimum distance of Twelve (12) Feet is required between any two utilities. Therefore a separate permission is needed for each entering of Right Of-Way.
7. The GRANTEE agrees to leave the York County Right-Of-Way in the same condition as was prior to entry by GRANTEE. The parties further agree that the determination of whether the Right-Of-Way is properly restored to prior condition shall be by the York County Highway Superintendent or one of his assigns. In the event the said Right-Of-Way is determined to be in disrepair or need of further reconstruction, the GRANTEE agrees to reimburse the COUNTY for any expenses incurred in restoring the said Right Of-Way to its original condition.
8. The GRANTEE agrees to construct a magnetic source throughout the entire crossing of COUNTY Right-Of-Way. This source must be magnetic so that location of said crossing is easily detectable. Place steel wire with pipe when crossing a road.
9. The GRANTEE agrees to pay York County the sum of Ten Dollars (\$10.00) per effected mile for processing this request. This fee shall accompany any request for permission. If said fee is not presented at the time of request, the request for permission shall be null and void.
10. The GRANTEE agrees that all construction shall be at Ninety Degree (90°) to the traveled roadway direction. The only exception that may be acceptable is a proposed crossing within a roadway intersection, and only with the written permission of the York County Highway Superintendent.
11. The GRANTEE agrees to indemnify and hold harmless COUNTY fully for any and all claims made against COUNTY by or on behalf of any person or entity who claims to have suffered any personal injury, property damage or other loss as a result of the use of the Right-Of-Way by said person or entity which injury, property damage or loss results from or is claimed to have resulted from the condition to said Right-Of-Way as a result of the use of Right-Of-Way or the burial, construction, compaction or restoration of the Right-Of-Way by the GRANTEE.
12. The GRANTEE agrees to pay the COUNTY the sum of thirty dollars (\$30.00) per effected mile for cable that is place pursuant to this Permit which payment shall be due upon completion of the project and shall be required to pay on an annual basis to the County on or before July 1, of each year thereafter, for a total of 10 payments.
13. This Permit shall commence as of the date of approval by the COUNTY and will remain in effect for a period of ten (10) years.

In witness whereof we have set our hand on 21st day of August, 2012
COUNTY OF YORK, NEBRASKA

Approved on the condition that the line will be bored if done between November 15 and March

31.

	EAST-WEST ROADS		EAST-WEST ROADS		NORTH-SOUTH ROADS
2,C-D	28-9N-4W & 33-9N-4W	9,C-D	21-10N-4W & 28-10N-4W	C,8-9	29-10N-4W & 28-10N-4W
C-250	28-9N-4W	9, D-E	22-10N-4W & 27-10N-4W	C, 10-11	17-10N-4W & 16-10N-4W
2,E-F	26-9N-4W & 35-9N-4W	9, E-F	23-10N-4W & 26-10N-4W	C, 12-13	05-10N-4W & 04-10N-4W
3,A-B	19-9N-4W & 30-9N-4W	10, A-B	4W	D, 1-2	33-9N-4W & 34-9N-4W
3,B-C	20-9N-4W & 29-9N-4W	10, B-C	18-10N-4W & 19-10N-4W	D, 3-4	21-9N-4W & 22-9N-4W
3, C-D	21-9N-4W & 28-9N-4W	10, C-D	17-10N-4W & 20-10N-4W	D, 4-5	16-9N-4W & 15-9N-4W
3, E-F	23-9N-4W & 26-9N-4W	10-D-E	16-10N-4W & 21-10N-4W	D, 6-7	04-9N-4W & 03-9N-4W
4, D-E	15-9N-4W & 22-9N-4W	D-1050	15-10N-4W	D, 7-8	33-10N-4W & 34-10N-4W
4, E-F	14-9N-4W & 23-9N-4W	11, A-B	4W	D, 8-9	28-10N-4W & 27-10N-4W
5, A-	07-9N-4W & 18-9N-4W	12, A-	07-10N-4W & 18-10N-4W	D, 10-	16-10N-4W & 15-10N-4W
			06-10N-4W & 07-10N-4W		

WHEREAS, *Neb. Rev. Stat.* §81-829.48 provides that the director or coordinator of each city, village, county, or interjurisdictional emergency management organization shall, in collaboration with other public and private entities within this state, develop or cause to be developed mutual aid arrangements for reciprocal emergency management aid and assistance in case of disaster, emergency, or civil defense emergency too great to be dealt with unassisted; and

WHEREAS, the Parties recognize the need and public benefit of regional emergency management coordination, planning, exercise, training, interoperable communications, grant funds administration and dispersion, and mutual aid arrangements; and

WHEREAS, the Interlocal Cooperation Act, *Neb. Rev. Stat.* §§13-801 et seq. (Reissue 1997), permits units of local governments in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, the *Neb. Rev. Stat.* §13-801 provides that anyone or more public agencies may contract with anyone or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the Parties desire to established a regional interjurisdictional emergency management organization, to be known as the Southeast Nebraska Region Planning, Exercise and Training Group (hereinafter referred to as “the Southeast Region”), for the purpose of ensuring regional emergency management coordination, planning, exercise, training, interoperable communications, grant fund administration and dispersion, and mutual aid arrangements between the Parties; and

WHEREAS, the Southeast Region shall include the Counties of Cass, Gage, Fillmore, Jefferson, Johnson, Lancaster, Nemaha, Otoe, Pawnee, Richardson, Saline, Seward, Thayer, and York, and the participating cities and villages within said Counties; and

WHEREAS, the Parties desire to enter into an interlocal agreement to clarify the obligations of the Parties in the Southeast Region; and

WHEREAS, the Parties desire to appoint Lancaster County, Nebraska, as grant administrator for the Southeast Region, to accept and administer Federal Homeland Security grant funds on behalf of the Southeast Region.

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

- 1) **Purpose:** To establish the Southeast Region for the purpose of ensuring the provision of regional emergency management coordination, planning, exercise, training, interoperable communications, grant fund administration and dispersion, and mutual aid arrangements between the Parties.
- 2) **Term.** This agreement shall have a term of five (5) years commencing July 1, 2012.
- 3) **Termination.** This agreement may be terminated at any time, with or without cause, upon the mutual consent of a majority of the member Parties.
- 4) **Withdrawal and Termination of Participation.** Any Party may withdraw from this agreement and terminate its involvement in the Southeast Region at any time, with or without cause, upon providing to the non-withdrawing Parties a written notice of such withdrawal given not less than ninety (90) days prior to the effective date of the withdrawal.
- 5) **Advisory Board.** The activities of the Southeast Region shall be governed by an Advisory Board comprised of one representative from each of the Parties. The Advisory Board representative of a Party shall be appointed by the County Board of Commissioners/Supervisors or the governing body of the Party. The Advisory Board shall meet not less than four times each calendar year. The Advisory Board shall select as officers a Chairperson, Vice Chairperson and a Secretary who shall serve terms of one year. A quorum of not less than a majority of the Advisory Board shall be required to take action. All questions before the Advisory Board shall be determined by majority vote of the members present. The Advisory Board may adopt such by-laws and rules of procedure as deemed appropriate by the Advisory Board. The Advisory Board shall perform the following duties:
 - a. The Advisory Board shall determine which grants, that are provided by the Homeland Security Grant Program, should be applied for on behalf of the Southeast Region. The Advisory Board shall select grants within the Homeland Security Grant Program which provide funds for regional emergency management planning, exercise and training activities, and/or interoperable communications. The Advisory Board shall coordinate and allocate the use of such grant funds in the various jurisdictions of the Parties. A project budget shall be prepared and maintained by the Advisory Board for each grant that is obtained on behalf of the Southeast Region. Lancaster County, on behalf of the Southeast Region, shall administer grant funds for each grant project in conformity with the applicable law and grant project budget as approved by the Advisory Board. Grant project budgets may be revised from time to time, but no budget or revision thereof shall

be effective unless and until the same is approved by the Advisory Board.

- b. The Advisory Board shall develop plans, procedures and equipment specifications for interoperable communications between the Parties.
 - c. The Advisory Board shall develop a Southeast Region Emergency Response Plan that:
 1. Reduces the vulnerability of people and communities within the jurisdictions of the Southeast Region to damage, injury, loss of life and property resulting from natural, technological, or manmade disasters and emergencies, civil disturbances, hostile military or paramilitary action, or terrorist action;
 2. Establishes methods for coordinating joint emergency planning, exercise and training activities amongst the Parties;
 3. Establishes plans and procedures for the coordinated deployment of equipment and resources during training or an emergency;
 4. Coordinates mutual aid arrangements between the Parties for reciprocal emergency management aid and assistance in case of disaster, emergency, or civil defense emergency too great to be dealt with unassisted.
 - d. The Advisory Board shall maintain a federally Approved Equipment List for the Southeast Region.
- 6) **Grant Administration.** The Parties agree that the County of Lancaster, Nebraska (herein referred to as "Lancaster County") shall perform Grant Administration duties on behalf of the Southeast Region.
- a. Grant Administration duties shall include the following:
 1. At the direction of the Advisory Board, apply for applicable grants under the Homeland Security Grant Program;
 2. Disperse and pay grant funds pursuant to Advisory Board approved grant project budgets;
 3. Monitor grant fund projects;
 4. Establish and maintain grant fund accounts
 - b. Grant funds received by Lancaster County, on behalf of the Southeast Region, shall be monitored through the Lancaster County Emergency Management Director.
 - c. The Lancaster County Treasurer shall maintain for the Southeast Region one or more separate accounts. Said account or accounts shall be maintained within Lancaster County's existing accounting system or set up independently. Said accounts are referred to herein collectively as the "Southeast Region Account."
 1. Lancaster County shall appropriately record in the Southeast Region Account(s) and deposit in a bank or other corporate fiduciary, all grant payments received from the Department of Homeland Security on behalf of the Southeast Region.
 2. Lancaster County shall charge to the Southeast Region Account(s) all eligible costs of Southeast Region grant projects in accordance with the specific grant project budget approved by the Advisory Board. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Advisory Board shall not be incurred.
 3. All costs charged to the Southeast Region Account(s) shall be supported by properly executed payroll, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.
 4. Any check or order drawn by Lancaster County, on behalf of the Southeast Region, with respect to any item which is or will be chargeable against the Southeast Region Account will be drawn only in accordance with a properly signed voucher then on file in the office of Lancaster County, stating in proper detail the purpose for which such check or order is drawn. All checks, payroll, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to a specific Southeast Region grant project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other documents maintained by Lancaster County.
 5. Payment or dispersion of grant funds will be made by Lancaster County Clerk's Office, pursuant the specific grant project budget approved by the Advisory Board, after costs have been properly supported, the services provided have been completed in accordance with a contract and the services have been performed in a timely manner.

- 7) **Cooperative Arrangements**
- a. Each Party shall maintain its own local Emergency Management Planning, Exercise and Training Program, and other operating components of its local Emergency Management Program.
 - b. Each Party agrees to grant permission to any public safety agency of any other Party to participate in its local Emergency Management Planning, Exercise and Training Program.
 - c. Each Party agrees to appoint one representative to the Southeastern Region Advisory Board. The Advisory Board representative of a Party shall be appointed by the County Board of Commissioners/Supervisors of the Party or the governing body of the Party.
 - d. Each Party agrees to coordinate joint emergency planning, exercise and training activities with the other Parties of the Southeast Region;
 - e. Each Party agrees to coordinate deployment of equipment and resources during training or an emergency with the other Parties of the Southeast Region;
 - f. Each Party agrees to establish mutual aid arrangements with the other Parties of the Southeast Region for reciprocal emergency management aid and assistance in case of disaster, emergency, or civil defense emergency too great to be dealt with unassisted.
 - g. Each Party agrees to coordinate with other Parties of the Southeast Region in regard to maintaining a Southeast Region federal Approved Equipment List.
 - h. Each Party agrees to coordinate interoperable communications between the other Parties of the Southeast Region for emergency management purposes.
- 8) It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of one Party shall not be deemed to be employees of any other Party. Each Party shall be responsible to its respective employees for all salary and benefits. The employees of one Party shall not be entitled to any salary, wages, or benefits from any other Party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Each Party shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 9) **Amendment and Modification.** This Agreement may be amended or modified by written agreement of all of the Parties.
- 10) **No Separate Entity.** There shall be no separate legal entity created through this Interlocal Cooperation Agreement. Said agreement shall be jointly administered by the Advisory Board as provided in Section 5, above.
- 11) **Property.** Any property acquired or made available by any Party to this agreement for the purposes of this agreement shall remain the property of the Party acquiring or making such property available and shall be disposed of by such Party as provided by law, regulation, or ordinance governing the same.
- a. Any property acquired jointly shall, upon termination, be equitably distributed among the Parties based upon the Parties' financial contributions toward the purchase and maintenance of any such property. In the event any Party withdraws from this agreement, an equitable distribution of the jointly held property, or the fair market value thereof, shall be made to the withdrawing party based upon the withdrawing Party's financial contributions toward the purchase and maintenance of any such jointly held property.
 - b. The Parties agree that Lancaster County, on behalf of the Southeast Region, will act as fiscal or purchasing agent in accordance with state law.
 - c. Any property to be purchased and jointly held by the Parties, pursuant to this agreement shall be purchased pursuant the County Purchasing Act Neb. Rev. Stat. §23-3101 et. seq.
 - d. Any surplus or unusable jointly held property shall be disposed pursuant to the rules or statutes applicable to the Party making such disposition on behalf of the Parties. The proceeds of any sale or disposition of jointly held property shall be equitably distributed among the Parties based upon the Parties financial contributions toward the purchase and maintenance of any such property.
 - e. An inventory of all property jointly held, and a report on the disposition of any joint property sold, transferred or disposed of during the prior twelve months, shall be provided to the County or City Clerk or of each Party on or prior to April 1 of each year.

- 12) **Finances.** The funding provided by each Party to the Southeast Region shall be at the discretion of each Parties County Board of Commissioners or governing authority, and the Parties may enter into further agreements for specific projects.
- 13) **Provision of Assistance.** Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the Party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the Party's legal power to furnish.
- 14) **Additional Agreements.**
 - a) This agreement shall become effective for each Party when the County Board of Commissioners or governing authority of that Party executes this agreement.
 - b) Additional Counties, Cities or Villages may become Parties to this agreement upon acceptance and execution of this agreement, and upon written approval by the governing bodies of all of the Parties to this agreement.
- 15) Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Parties and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of its principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require any Party to indemnify or hold harmless any other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees.
- 16) If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- 17) Each Party agrees that in carrying out the provision of this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.
- 18) The validity, construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

EXECUTED this 21st day of August, 2012, by the Board of Commissioners, York County, Nebraska.

Benjamin Dennis, Deputy County Attorney presented a policy for administrative review procedures for defendants who have been denied acceptance into the diversion program.

Moved by Bamesberger, seconded by Shellington to adopt the administrative procedures for the diversion programs; roll call: yeas, Bamesberger, Shellington, Buller and Bulgrin; nays, none; Bredenkamp absent; motion carried.

ADMINISTRATIVE REVIEW POLICY FOR YORK COUNTY

If an Offender is denied admission to York County's Diversion Program, they are entitled to an administrative review of that decision. If an Offender wishes to request an administrative review, the Offender is to submit in advance a written statement to the prosecuting Attorney and assigned Hearing Officer. The Hearing Officer will be someone from York County's Probation Office. The written statement is to set forth reasons the Offender should be permitted to be considered for Diversion. A meeting of the interested parties will be scheduled to review each request at such time and date as set by the prosecuting Attorney and Hearing Officer. Strict adherence to the rules of evidence will not apply and no direct testimony will be heard. The Offender's presence is not required.

After consideration of the facts, the Hearing Officer will make a recommendation to the County Attorney. The recommendation will consider whether the Offender's initial denial by the prosecuting Attorney is arbitrary and capricious. The opinion of the Hearing Officer is advisory and not binding upon the prosecuting Attorney. The prosecuting Attorney will make a final determination and will notify the Offender, the Diversion Program Director, and the Hearing Officer of his/her decision. If the Offender is denied, the County Attorney will provide written reasons for such denial.

Randy Sheldon met with the Board to review the proposed 2012-2013 budget. A total of \$500,000. will be transferred out of the Inheritance Tax Fund to the General Fund to keep the levy lower.

Clerk Heine submitted her July 2012 fee report in the amount of \$21,790.46. The report was reviewed and placed on file.

The Chairman declared the meeting adjourned at 11:05 a.m. The next meeting will be held September 4, 2012 at 8:30 a.m. in the County Commissioners Room, lower level of the Courthouse for the regular meeting.

Kurt Bulgrin, Chairman
York County Board of Commissioners

Cynthia D. Heine, County Clerk
York, Nebraska