

The York County Board of Commissioners met according to law on Tuesday, October 29, 2013 at 8:30 a.m. as per notice in the York News Times on October 23, 2013, with Chairman Kurt Bulgrin presiding, with Bill Bamesberger, Tom Shellington and Jack Sikes; Commissioner Paul Buller was absent. Also present was Melanie Wilkinson, Correspondent for the York News Times.

The agenda was posted on the bulletin board in the County Clerk's office and a copy 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.

Moved by Shellington, seconded by Sikes to approve the minutes of the October 15, 2013 Board of Commissioners meeting; roll call: yeas, Shellington, Sikes, Bamesberger and Bulgrin; nays, none; Buller absent; motion carried.

Moved by Bamesberger, seconded by Shellington to adopt the agenda for Tuesday, October 29, 2013, Board of Commissioners meeting as presented; roll call: yeas, Bamesberger, Shellington, Sikes, and Bulgrin; nays, none; Buller absent; motion carried.

Proposals for improving the heating system in the Veteran and Election offices were discussed. Quotes were received from Rasmussen Mechanical Services of Council Bluffs, Iowa in the amount of \$8,827.00 (for a heat exchanger – reheat system) and from Mason Electric of York, Nebraska (for baseboard heaters) in the amount of \$9,095.00.

Moved by Bamesberger, seconded by Shellington to accept the proposal from Rasmussen Mechanical in the amount of \$8,827.00; roll call: yeas, Bamesberger, Shellington, Sikes and Bulgrin; nays, none; Buller absent; motion carried.

Jenni Harrington and Bill Dunavan spoke with the Board regarding the pipeline and the haul route agreement.

Bond drawdown #25 was reviewed. The payment includes Kirkham Michael - \$5,718.00; Speece Lewis Engineers - \$18,429.92; Diamond Engineering - \$87,561.46; Dixon Construction - \$20,624.23; Commercial Construction - \$21,694.76 and Perennial Public Power - \$3,117.48 for a total of \$157,145.85.

Moved by Bamesberger, seconded by Sikes to approve bond drawdown #25 in the amount of \$157,145.85; roll call: yeas, Bamesberger, Sikes, Shellington and Bulgrin; nays, none; Buller absent; motion carried.

County Commissioner terms on the Blue Valley Community Action Partnership Board have expired. At this time it is necessary to appoint/reappoint a representative and alternate to those positions.

Moved by Shellington, seconded by Sikes to adopt Resolution #13-58 appointing Bill Bamesberger as the representative and Kurt Bulgrin as the alternate to the Blue Valley Community Action Partnership Board for the term of November 2013 through November 2016; roll call: yeas, Shellington, Sikes and Bulgrin; nays, none; Bamesberger abstained; Buller absent; motion carried.

RESOLUTION #13-58

WHEREAS, the Board has been advised that the term of Bill Bamesberger as County Board Representative and Kurt Bulgrin as Alternate on the Blue Valley Community Action Partnership Board have expired, and

WHEREAS, the Board has been advised that they are willing to be reappointed;

NOW, THEREFORE BE IT RESOLVED that Bill Bamesberger is hereby reappointed as County Board Representative and Kurt Bulgrin as Alternate to the Blue Valley Community Action Partnership Board for the term of November 2013 through November 2016.

Dated this 29th day of October, 2013.

PAYROLL AND VENDOR CLAIMS:

Moved by Shellington, seconded by Sikes to approve payroll in the amount of \$142,259.74 and vendor claims as presented; roll call: yeas, Shellington, Sikes, Bamesberger and Bulgrin; nays, none; Buller absent; motion carried.

Fund	Name	Description	Total
Road	Abee Auto Glass & Upholstery	Rd Equip Repair	270.00
Gen	American Legion Post 0019	Dues/Subscription	35.00
Gen	ATCO International	Equipment	115.00
Gen	Bob Barker Co, Inc	Equipment	240.26
Gen	Blue Knight Security, Inc	Security Contract	600.00
Road	Bosselman	Machinery/Equipment	27,618.64
Gen	George Brugh	Mental Health	75.00
Road	Car Parts, Inc	Shop Supplies	92.40
Gen	Charlton, Ann	Mileage/Dues/Sub	267.24
Gen	Consolidated Management Co	Duse/Subscription	9.50
Gen	Contryman Associates, P.C.	Audit Costs	7,000.00
Road	Cornhusker Cleaning Systems, Inc	Shop Supplies	28.00
Road	County Wide Directory, LLC	Office Supplies	255.00
Road	Cross-Dillon Tire	Machine/Equipment Tire	771.52
Gen	CWC of York, Inc	Office Supplies	470.25
Gen	Gregory C. Damman	Court Appointed Council	442.50
Road	Data Tech Computer Services	Computer Consultation	3,749.85
Gen/Road	Dell Marketing, L.P.	Office Supplies	2,122.24
Gen	Diebold, Inc	Office Equipment	112.00
Road	DXP Enterprises, Inc	Shop Tools	199.99

Gen	Eakes Office Plus	Office Supplies/Equip	791.27
Gen	Electronic Systems, Inc	Maintenance Agreement	60.00
Road	Farm Plan	Road Equip/Shop Supplies	845.44
Gen	Fillman Law Offices	Court Appointed Council	2475.00
Gen	First Concord Benefits Group, LLC	Insurance	1,092.30
Road	Five Star Truck Center	Road Equipment	223.94
Road	Friesen, Kermith D.	Telephone Service	150.00
Gen	Galls/Quartermaster	Uniform Allowance	349.51
Gen/Road	General Fire and Safety Equipment	Ground Repair/Safety Equip	670.55
Road	Gerhold Concrete Co, Inc	Building & Ground	675.00
Gen	Great Plains Pest Management, Inc	Maintenance Agreement	106.00
Road	Hansen International Truck, Inc	Road Equipment	172.38
Gen	Nancy Hoblyn	Mental Health	75.00
Gen	Hometown Leasing	Data Processing/Equipment	340.00
Road	HTR, Inc	Steel Products/Road Equip	1,550.52
Road	Husker Steel	Steel Products	964.00
Road	Ihde, Herbert L.	Uniform Allowance	50.00
Gen	Jack's Uniform & Equipment	Safety Equipment	69.94
Gen	Jackson Services, Inc	Maintenance Agreement	107.23
Road	Jensen Lumber Company	Shop Supplies	24.32
Road	Kerford Limestone Co	Bridge Rock	5,900.02
Road	Kimball Midwest	Shop Supplies	481.73
Gen	Eileen Krumbach	Mileage	96.05
Gen	LaRue Distributing, Inc	Other Equipment	82.94
Road	MAC Tools Distributor	Shop Tools	249.98
Road	Matheson Tri-Gas, Inc	Shop Supplies	404.81
Road	Mead Lumber & Rental	Shop Supplies/Equipment	46.36
Gen	Medical Enterprises, Inc	Physical Capacity/Safety Equip	155.00
Relief	Metz Mortuary	County Burials	1,850.00
Gen	Mid-American Research Chemical	Janitorial Supplies	510.00
Road	Midwest Machinery & Supply Co	Shop Supplies/Steel Products	675.00
State Inst	Nebraska Health and Human Services	Monthly Fees	540.00
Gen	Ne Public Health Environmental Lab	Drub & Alcohol Testing	525.00
Gen	Nebraska Public Power District	Electricity	479.96
Road	Nebraska Truck & Equipment Co., Inc	Road Equipment	109.12
Road	Nebraskaland Glass	Road Equipment Repair	179.00
Road	NMC Exchange, Inc	Road Equipment Repair	4,209.10
Relief	Nelson, Beverly A	Office Supplies	25.47
Gen	Norquest, Tamara L.	Mileage	31.08
Gen	North Office Supply	Office Supplies	175.76
Gen	O'Keefe Elevator Co, Inc	Maintenance Agreement	370.65
Road	O'Reilly Auto Parts	Shop Supplies/Tools/Equip	402.52
Road	Officenet	Office Supplies/Equip	350.00
Road	Orscheln Card Center	Road Equip/Shop Tools	487.32
Road	Overland Sand & Gravel Co	Gravel/Concrete	31,639.29
Road	Paulsen, Terry L.	Telephone Service	30.00
Road	Penner's Tire & Auto, Inc	Machinery & Equip Tire	1,041.15
Gen	Perennial Public Power District	Electricity/Equipment	294.39
Gen	Peterson, Gerald W	Mileage	58.76
Gen	Polk County Sheriff	County Court Costs	39.32
Road	Power Plan	Road Equip Repair	773.22
Road	Power Service, Inc	Road Equip Repair	89.95
Road	Rasmussen Auto Parts	Shop Supplies/Tools/Equip	469.37
Gen	Region V Systems	Mental Health	5,153.25
Road	Sahling Kenworth, Inc	Road Equip	95.89
Road	Sapp Bros. Petroleum, Inc	Machinery & Equipment	1,155.48
Gen	ServiceMaster Clean of York	Building & Ground	15.75
Gen	Stanley, Stephanie R.	Mileage	49.67
Road	Starbuck, Charles L.	Telephone Service	29.05
Gen	Stephens Law Offices, P.C. L.L.O	Court Appointed Council	757.50
Gen	Svehla Law Offices	Court Appointed Council	90.00
Gen	Telephone Systems of Nebraska, Inc	Building & Ground	1,502.79
Gen	Thomson Reuters	Office Equipment	331.00
Road	United Farmers Cooperative	Machinery & Equip	7,322.08
Road	Verizon Wireless Services, LLC	Telephone Service	302.88
Road	Village of Bradshaw	Water	11.10
Road	Village of McCool Junction	Water/Sewer	38.00
Gen	Waldron, Nancy	Mileage	120.91
Gen	Kristi M. Weber	Medical-Prisoners	453.00
Road	Weldon Industries, Inc	Road Equipment	959.75
Gen	West Payment Center	Office Equip/Legal Fees	2,510.38
Gen/Road	Windstream Communications	Internet/Telephone Service	369.31
Road	Burst, LLC	Shop Tool/Supplies	164.34
Gen	York County Court	County Court Costs	598.00
Gen	York County Highway Dept	Mileage/Equipment	3,208.07
Gen	York County Sheriff	Postal Services	17.54
Road	York Equipment, Inc	Road Equip/Shop Supplies	339.45
Gen/Road	York General Hospital	Safety Equip/Medical	646.25

Gen	York Medical Clinic, PC	Medical Prisoners	70.18
Gen	York News Times	Printing & Publication	11.01
Gen	York Printing Co. LLC	Data Processing, LLC	84.00
Gen	Zee Medical Services	Medical-Prisoners	36.15

The Board tabled action on the inventory resolution to allow additional time to determine inventory criteria.

A proposed lease agreement for relocation of the Probation Office was reviewed. The landowner and Probation Office have agreed to changes on the original draft. Rent is set at \$1,000.00 per month during renovation. Following renovation, a walk through will be conducted and if acceptable, the rent will change to \$1,200.00 per month with a three year lease. The term of the lease is November 1, 2013 through October 31, 2016. The utility bill is to be separated 50% probation and 50% landowner the monthly fee is approximately \$400.00.

Moved by Shellington, seconded by Bamesberger to authorize the Chairman to sign the lease agreement with the changes as noted; roll call: yeas, Shellington, Bamesberger, Sikes and Bulgrin; nays, none; Buller absent; motion carried.

COMMERCIAL LEASE

This lease is made between Sixth and Platte Limited Partnership, a Nebraska Limited Partnership of 110 North 14th Street, Ashland, Nebraska 68803, herein called Lessor and, York County (District Five Probation) of Courthouse, 510 Lincoln Avenue, York, Nebraska 68467 herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of York, York County, State of Nebraska, described as suites 2 & 3 of 214 West 6th Street, upon the following TERMS and CONDITIONS.

- Term and Rent.** Lessor devises the above premises for a term of Thirty Six months commencing on November 1, 2013 and terminating on October 31, 2016 as provided herein, payable as follows: One Thousand Dollars (\$1,000.00) on the first day of each month, beginning November 1, 2013; and when the construction/improvement identified in the attachment marked as "Exhibit A" are complete, the monthly rent will increase by two-hundred dollars (\$200.00), per month; thereafter the monthly rent for the remainder of the lease term shall be one-thousand, two-hundred dollars (\$1,200) per month.
- Use.** Lessee shall use and occupy the premises for a probation office. The premises shall be used for other purpose without written consent from Lessor. Lessor represents that the premises may lawfully be used for such purpose.
- Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior wall, structural foundations, plumbing, mechanical and sidewalks, which shall be maintained by Lessor.
- Alterations.** Lessee shall not, without first obtaining the written consent of lessor, make any alterations, additions, or improvement, in, to or about the premises.
- Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
- Assignment and subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
- Utilities.** Utilities for natural gas, sewer, water and electricity shall remain in the name of the Lessor and lessee shall reimburse lessor for one half of these utilities for the entire building during the current lease period and for any extensions or renewals thereof.
- Entry and Inspection.** Lessee shall permit Lessor or Lessor's agent to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "To Let" or For Lease: signs, and permit persons desiring to lease the same to inspect the premises thereafter.
- Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused there by, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within five days of the commencement of the term hereof.
- Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused
- Insurance.** Lessee, at his expense, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate.

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to lessor in the event of cancellation or material change of coverage.

To the maximum extent permitted by insurance policies which may be owned by Lessor of Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

- Trade Fixtures.** All improvements made by Lessee to the premises which are so attached to the premises that they cannot be removed without material injury to the premises, shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of lessor, including trade fixtures, cabinetwork, movable paneling, partitions, and

the like; repair all injury done by or in connection with the installations or removal of such property and improvements; and surrender the premises in a good condition as they were at the beginning of the term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, employees, visitors, of licensees, excepted. All property of Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of such removal.

13. **Abandonment.** Lessee shall not, without first obtaining the written consent of Lessor, abandon the premises, or allow the premises to become vacated or deserted
14. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.
15. **Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent which such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises.. If such repairs cannot be made within sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made with sixty (60) days, this lease may be terminated at the option of either party.

In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

16. **Lessor's remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any default within thirty (30) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than ten (10) days' notice of Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects.
17. **Attorney's Fee.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
18. **Waiver.** No failure to Lessor to enforce any term hereof shall be deemed to be a waiver.
19. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.
20. **Holding Over.** Any holding over after the expiration of this lease, with the consent of Lessor, shall be construed as a month-to-month tenancy at a rental of \$1,500.00 per month, otherwise in accordance with the terms hereof, as applicable.
21. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest of the parties.
22. **Option to Renew.** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 12 months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be negotiated. The option shall be exercised by written notice given to Lessor not less than 60 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.
23. **Lessee's Estoppel.** Lessee shall, from time to time, on not less than 10 days' prior written request by Lessor, execute, acknowledge, and deliver to Lessor a written statement certifying that the lease is unmodified and in full force and effect, or that the lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and whether or not to the best of Lessee's knowledge Lessor is in default hereunder and, if so, specifying the nature of the default. It is intended that any such statement delivered pursuant to this section may be relied upon by a prospective purchaser of Lessor's interest or mortgage of Lessor's interest or assignee of any mortgage upon Lessor's interest in the building.
24. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before parties' execution hereof:
Exhibit A.

Lessor:	Lessee:
Dated: _____	Dated: _____
By: _____	By: _____
Lessor 110 No. 14 th St, Ashland Nebraska 68003 (402)944-2226 Email:businessbrokers@windstream.net	Kurt Bulgrin, York County Board Chairman 510 Lincoln Avenue, York NE 68467 (402)362-7759 Email: _____

EXHIBIT A

Lessor will create five (5) new offices in the space to the north that has currently been used for the purpose of storage. Lessor will construct a storage closet in that area to include four (4) rows of shelving for banker boxes. Lessor will also install exit and emergency lighting required by the City of York; install three (3) extra lights similar to the lighting in the open area for the offices and assure that there is at least one (1) electrical outlet in each new office. Lessor will furnish paint and the District Five Probation Office employees have agreed to provide the labor to paint the unit. Lessor has agreed to carpet the entire space except for the area currently covered with the dark blue carpeting. Lessor has agreed to provide eight (8) new drops for computer system hook-ups. The total cost for these improvements amount to nearly Fifteen Thousand Dollars (\$15,000.00). Lessor will provide all these improvements for the Lessees' agreement to lease the premises for three (3) years' at the rate of One Thousand Two/00 Dollars (\$1,200.00) per month. In addition to the rent, Lessee will be billed for Fifty Percent (50%) of the utility charges for the entire building, on a monthly basis.

Bids were opened at 9:30 a.m. as advertised for purposes of updating York County's Hazardous Mitigation Plan.

The following bids were received:

<u>Olsson Associates</u>	Option A \$46,900.00	Option B \$52,960.00
<u>JEO Consulting</u>	\$36,055.00	\$53,400.00
<u>Witt/O'Brien's</u>		\$38,405.00

The bids will be reviewed and action will be taken at the November 12, 2013 Board meeting.

GENERAL ASSISTANCE

Moved by Shellington, seconded by Bamesberger to approve General Assistance #13-3 for a county burial in the amount of \$1,850.00 payable to Metz Mortuary; roll call: yeas, Shellington, Bamesberger, Sikes and Bulgrin; nays, none; Buller absent; motion carried.

Moved by Bamesberger, seconded by Shellington to rescind the motion from the October 15, 2013 Board meeting approving General Assistance claim #13-8 as the landlord is ineligible to receive payment due to back taxes due the county; roll call: yeas, Bamesberger, Shellington, Sikes and Bulgrin; nays, none; Buller absent; motion carried.

INTERFUND TRANSFERS:

There were no Interfund Transfers at this time.

Treasurer Scavo provided a review of the new and updated county web site. It is hoped that it will be up and running by the first of December.

Committee reports were given.

The Chairman declared the meeting adjourned at 10:38 a.m. The next meeting will be held November 12, 2013 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