

The York County Board of Commissioners met according to law on August 24, 2010 at 9:38 a.m. as per notice in the York News Times on August 20, 2010, with Chairman Augustus M. Brown, Jr., with Steve Neujahr, Kurt Bulgrin, Patricia Bredekamp and Eugene Bergen. Also present was Melanie Wilkinson, correspondent for the York News Times and Tom Shellington.

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.

Brown 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 Neujahr, seconded by Bredekamp to approve the minutes of the August 10, 2010 Board of Commissioners meeting;

Moved by Bergen, seconded by Bulgrin to amend the minutes deleting the second entry for Lori Byers on payroll; roll call: yeas, Bergen, Bulgrin, Bredekamp, Neujahr and Brown; nays, none; motion carried.

Roll call for the main motion as amended: Neujahr, Bredekamp, Bulgrin, Bergen and Brown; nays, none; motion carried.

Moved by Neujahr, seconded by Bredekamp to adopt the agenda for the August 24, 2010 Board of Commissioners meeting; roll call: yeas, Neujahr, Bredekamp, Bulgrin, Bergen and Brown; nays, none; motion carried.

The Board met with Carol Knieriem regarding use of the Courthouse after working hours. They meet with CASA volunteers. She advised that they come in and go out through the Sheriff's office and that everyone has had a back-round check. A concern was voiced regarding the security of the courthouse. The Board will refer the matter to the Security/Handbook Committees. She advised that she will notify the Board if she needs to hold a meeting after hours.

General Assistance requests were reviewed.

Moved by Bulgrin, seconded by Neujahr to deny General Assistance case #10-27 for medication in the amount of \$140.60 as they still doesn't meet the guidelines for assistance; roll call: yeas, Bulgrin, Neujahr, Bergen, Bredekamp and Brown; nays, none; motion carried.

Moved by Neujahr, seconded by Bergen to deny General Assistance case #10-29 for utilities in the amount of \$135.00 as it does not meeting the guidelines for general assistance; roll call: yeas, Neujahr, Bergen, Bulgrin, Bredekamp and Brown; nays, none; motion carried.

Moved by Bredekamp, seconded by Bergen to approve General Assistance case #10-30 in the amount of \$40.57 for medication; roll call: yeas, Bredekamp, Bergen, Bulgrin, Neujahr and Brown; nays, none; motion carried. (This was previously approved on an emergency bases)

Jen Olds and Emily Bausch of Southeast Nebraska Development District came before the Board regarding a contract for the Energy Efficiency and conservation Block Grant (EECBG). SENDD helped with drafting the grant application along with help from Mike Teetor of NPPD and Steve Neujahr, Commissioner. They will contract with the County for administration of the grant. The cost to the County will be \$11,232 which is 5% of the EECBG approved project award. Also, an additional amount up to \$5,000 may be charged should such a contract be required later in the grant cycle.

Moved by Neujahr, seconded by Bulgrin to enter into a contract with SENDD to manage our energy grant which the county got; roll call: yeas, Neujahr, Bulgrin, Bergen, Bredekamp and Brown; nays, none; motion carried.

**GENERAL ADMINISTRATIVE ASSISTANCE CONTRACT
YORK COUNTY, NEBRASKA & SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT
YORK COUNTY COURTHOUSE, SUPERVISOR'S OFFICE & MAINTENANCE SHOP
ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG)
FINANCIAL ASSISTANCE AWARD #09/10-E051**

THIS AGREEMENT made and entered into by and between York County, **Nebraska** (hereinafter referred to as the County) and the Southeast Nebraska Development District, (hereinafter referred to as SENDD).

WITNESSES THAT:

WHEREAS, the County and SENDD are desirous of entering into a contract to formalize their relationship, and

WHEREAS, the County, as part of its 2009/2010 Financial Aid Agreement with the Nebraska Energy Office (NEO) under award number **09/10-E051**, has been awarded Energy Efficiency Conservation Block Grant (EECBG) funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the County's approved EECBG project(s), and

WHEREAS, it would be beneficial to the County to utilize SENDD as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local EECBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived there from, the parties hereto agree as follows:

1. Services to be Provided by the Parties

a. SENDD shall complete, in a satisfactory and proper manner as determined by the County, the work activities described in the Scope of Work (**Attachment A of this contract**).

b. The County will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be December 31, 2011.

3. Consideration

The County shall reimburse SENDD in accordance with the Payment Schedule described in **Attachment A** of this contract for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the County exceed the sum of **\$11,232 (which is 5% of the total project per the NEO EECBG Grant Award Budget: NEO Grant = 80%, local match = 20% and the general admin in the budget is 5% of the grand total: thus for every \$5 of general admin expense, \$1 is local funds and \$4 is NEO Grant funds)**. Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Energy Office and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Records

SEND D agrees to maintain such records and follow such procedures as may be required under the American Recovery & Reinvestment Act of 2009 (ARRA) (CFDA #81.128 and any such procedures that the County or the NEO may prescribe. In general such records will include information pertaining to the Financial Aid Agreement, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by SEND D for a period of three years after the final audit of the County's EECBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the County shall request a longer period for record retention.

The County, the NEO, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of SEND D involving transactions to this local program and contract.

5. Relationship

The relationship of SEND D to the County shall be that of an independent Consultant rendering professional services. SEND D shall have no authority to execute contracts or to make commitments on behalf of the County and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and SEND D.

6. Suspension, Termination and Close Out

If SEND D fails to comply with the terms and conditions of this contract the County may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

a. Suspension: If SEND D fails to comply with the terms and conditions of this contract, or whenever SEND D is unable to substantiate full compliance with the provisions of this contract, the County may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to SEND D or its authorized representative. The suspension will remain in full force and effect until SEND D has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by SEND D or its authorized representatives during the period of suspension will be allowable under the contract except:

(1) Reasonable, proper and otherwise allowable costs which SEND D could not avoid during the period of suspension.

(2) If upon investigation, SEND D is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.

(3) In the event all or any portion of the work prepared or partially prepared by SEND D be suspended, abandoned, or otherwise terminated the County shall pay SEND D for work performed to the satisfaction of the County, in accordance with the percentage of the work completed.

b. Termination for Cause: The County may terminate its contract with SEND D if SEND D fails to comply with the terms and conditions of this contract and any of the following conditions exist.

(1) The lack of compliance with the provisions of this contract are of such scope and nature that the County deems continuation of the contract to be substantially detrimental to the interests of the County;

(2) SEND D has failed to take satisfactory action as directed by the County or its authorized representative within the time specified by same;

(3) SEND D has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the County may terminate this contract in whole or in part, and thereupon shall notify SEND D of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of SEND D. After this effective date, no charges incurred under any terminated portions are allowable.

c. Termination for Other Grounds: This contract may also be terminated in whole or in part:

(1) By the County, with the consent of SEND D, or by SEND D with the consent of the County, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.

(2) If the funds allocated by the County via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.

(3) In the event the County fails to pay SEND D promptly or within 60 days after invoices are rendered, the County agrees that SEND D shall have the right to consider said default a breach of this agreement and the duties of SEND D under this agreement terminated. In such an event, the County shall then promptly pay SEND D for all services performed and all allowable expenses incurred.

(4) The County may terminate this contract at any time giving at least 10 days notice in writing to SEND D. If the contract is terminated for convenience of the County as provided herein, SEND D will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The County may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the County and SEND D shall be incorporated in written amendments to this contract.

8. Personnel

SEND D represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the County.

All services required hereunder will be performed by SEND D or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

SEND D shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the County thereto: Provided, however, that claims for money by SEND D from the County under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

10. Reports and Information

SEND D, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by SEND D under this contract are confidential and SEND D agrees that they shall not be made available to any individual or organization without prior written approval of the County.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of SEND D.

13. Compliance With Local Laws

SEND D shall comply with all applicable laws, ordinances and codes of the state and local governments and SEND D shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974 No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

17. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

18. Executive Order 11246, As Amended.

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

19. Conflict of Interest (24 CFR85.36(b)(3))

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the NEO.

20. Audits and Inspections

The County, the NEO, the State Auditor and the U.S. Department of Energy (DOE) or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the EECBG project and this contract, by whatever legal and reasonable means are deemed expedient by the County, NEO, the State Auditor and DOE.

21. Hold Harmless

SEND D agrees to indemnify and hold harmless the County, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of SEND D's and its agents' negligent performance of work associated with this agreement. SEND D shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

22. Governing Law

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this Agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the County and SEND D. The attachments to this agreement are identified as follows:

ATTACHMENT A

SCOPE OF SERVICES and FEE SCHEDULE consisting of 3 pages.

WITNESS WHEREOF, the County and SEND D have executed this contract agreement as of the date and year last written below.
YORK COUNTY, NEBRASKA)

By: Augustus Brown, Chairperson

CONSULTANT: SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT

By: David R. Taladay, Executive Director

Date: August 24, 2010

**GENERAL ADMINISTRATIVE ASSISTANCE CONTRACT
YORK COUNTY, NEBRASKA & SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT
YORK COUNTY COURTHOUSE, SUPERVISOR'S OFFICE & MAINTENANCE SHOP
ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG)
FINANCIAL ASSISTANCE AWARD #09/10-E051**

Attachment "A"- Scope of Services and Fee Schedule: EECBG Administration

1.0 Scope of Services

SEND D shall perform in a satisfactory and proper manner, as determined by the County, the following work:

1.1 Files.

SEND D shall assist the County in establishing, completing and maintaining all files required by the Nebraska Energy Office (NEO). SEND D will review each file periodically and will assist the County 's staff in ensuring that information retained in the files is appropriate and sufficient to meet NEO Energy Efficiency and Conservation Block Grant (EECBG) grantee requirements. Files shall include, but not necessarily be limited to, the following:

- a. Application and funding approval
- b. Financial Aid Agreement
- c. Environmental Review (NSHPO Clearance or Exemption)
- d. Davis Bacon Wage Determinations
- e. Equal Opportunity/Affirmative Action
- f. Procurement Standards/Invitation for Bids
- g. Financial Management
- h. Quarterly, Financial and Job Reports
- i. Waste Management Plan
- j. Other files required by NEO

1.2 Financial Management

SEND D will complete requisition requests and obtain appropriate signatures from County officials and subrecipients as necessary. The County shall authorize SEND D to deliver such requests to the NEO. SEND D will check all bookkeeping duties and responsibilities, and will aid in ensuring that expenditures of funds comply with NEO EECBG program requirements.

SEND D will complete the Quarterly Financial Status Report(s) and submit the same to the County's governing board for acceptance.

1.3 Quarterly Project Status and Payments/Jobs Reporting

During, and at the completion of the EECBG program, SENDD will prepare the required quarterly project status report(s) and Payments/Jobs Reports and submit the same to the County's governing board for acceptance, and then submission to the State. Quarterly Project Status Reports will report activities and progress for each quarterly period. Quarterly Payments/Jobs Reporting will report job creation / retention and individual payments to vendors for the quarterly period.

1.4 Annual Federal Funding Report

SENDD will assist the County to prepare and submit the Annual Federal Funding Report required after execution of the Aid agreement, and again on January 31, 2011 and 2012.

1.5 Waste Management Plan

SENDD will assist the County to draft a Waste Management Plan as required by the NEO for EECBG Projects.

1.6 Davis Bacon Wage and Labor Requirements

SENDD will perform duties as the Labor Compliance Officer for the County in order to meet Davis Bacon Requirements for this project.

2.0 Fee Schedule and Compensation Procedures

2.1 Compensation Procedures

a. For purposes of this contract, the cost for performing services outlined in Article 1.0 of this Contract shall be provided to the County on an actual cost incurred basis up to **\$11,232 (5% of the total budgeted project costs identified in the EECBG Financial Aid Agreement)**. The County agrees to pay SENDD for costs incurred within a reasonable period of time following presentation of a detailed accounting of incurred expenses. *(Note: Eighty percent (\$8,985.60) of the above compensation will be reimbursed to the County from the EECBG funds, and twenty percent (\$2,264.40) will be provided by the County from local or other funds not associated with the grant.); and*

b. If services outlined in Article 1.0 of this contract trigger general administration costs beyond the 5% of the EECBG budget for total project costs, the COUNTY agrees to enter into a Special Services Contract with SENDD to complete the general administration and implementation services to pay for actual costs incurred above what the NEO / EECBG Contract allows. SENDD agrees that this special services contract, when applicable, will not exceed **\$5,000**.

Therefore, a maximum total not to exceed \$16,232 (\$11,232 from 2.1(a) above and \$5,000 from 2.1(b) above) may be charged for general administration of this EECBG Project.

2.2 Amendment of Compensation Rate

Provided that actual expenses documented by SENDD exceed the total allowed by the NEO in their Contract with the County, it is hereby agreed and understood by the signatories to this Contract that SENDD may enter into a separate agreement with other parties to recover, in part or in total, those expenses not allowed under this Contract.

2.3 Accountability

SENDD shall document expenditures of funds in accordance with the purposes and conditions of this contract.

A drawdown from SENDD was received for the Homeownership Opportunity Program (HOP). General Administration fees of \$765.85 and Housing Management fees of \$2,787.06 were submitted.

Moved by Bulgrin, seconded by Bredenkamp to approve the drawdown for SENDD in the amount of \$765.00 and \$2,788.00; roll call: yeas, Bulgrin, Bredenkamp, Bergen, Neujahr and Brown; nays, none; motion carried.

There were no interfund transfers to be brought before the board.

Payroll and Vendor claims were reviewed.

Moved by Bulgrin, seconded by Bergen to approve the payroll in the amount of \$111,791.15 and vendor claims including the claim to Farm and Home Publishers LTD of \$544.00 for plat books and excluding the \$20,000 from the County Visitors Improvement Fund to the City of York for the first half of the grant. Under discussion, Bulgrin stated that he felt the restrooms should be the whole responsibility of the City.

Moved by Brown, seconded by Neujahr to amend the motion to exclude the \$20,000; roll call: yeas, Brown, Neujahr, Bergen and Bredenkamp; nays, Bulgrin; motion carried.

Roll call for the amended motion: yeas, Bulgrin, Bergen, Neujahr, Bredenkamp and Brown; nays, none; motion carried.

<u>Fund</u>	<u>Name</u>	<u>Description</u>	<u>Total</u>
Rd	Ace Irrigation and Mfg	Culverts	3,719.24
Rd	Ace Machine Shop and Sales	Repair Parts	540.50
Gen	Automated Systems	Data Proc Equipment	199.09
Aging	Bag N Save	Supplies	24.50
Gen	Bob Barker Company, Inc.	Equipment	163.62
Rd	Beaver Bearing Co. of York, LLC	Repair Parts	14.42
Gen	Black Hills Energy	Heating Fuels	20.70
Gen	Blue Knight Security	Security Contract	864.00
Gen	Marjorie Braman	Retirement	11.00
Rd	Care Parts Inc.	Repair Parts	298.27
Gen	Centec Cast Metal Products	Grave Markers	1,099.77
Rd	Ila Chapman	Reimbursement	295.30
Gen	Gary Charlton	Retirement	11.00

Gen, Visitors Prom	City of York	Water/Grant	21,431.74
Gen	Connecting Point Computer Center	Timeclocks	1,856.61
Gen	Cornerstone Bank	Data Proc Equipment	63.05
Gen	Corporate Payment Systems	Supplies	181.75
Weed	Crop Production Services	Weed Control	468.30
Rd	Cross-Dillon Tire	Tire Repair	1,142.00
Gen	DDSS, Inc.	Timeclocks	810.72
Rd	Randy Doremus	Uniform Allowance	50.00
Gen, Aging	Eakes Office Plus	Office Supplies	392.95
Gen	Farm & Home Publishers, Ltd.	Supplies	544.00
Rd	Farm Plan	Repair Parts	149.75
Rd	Farmers Cooperative	Tire Repair	494.76
Rd	Fastenal Industrial & Const Supply	Signs & Posts	164.38
Gen	Fillman Law Offices	Attorney Fees	1,267.50
Rd	Filter Care	Repair Parts	180.90
Gen	Galls, An Aramark Company	Uniform Allowance	44.98
Rd	Garrett Tires & Treads – GI	Tire Repair	334.90
Aging	Grand Central Foods	Supplies	16.99
Gen	Great Plains Pest Management, Inc.	Building Maintenance	97.00
Rd	Hansen International Truck Inc.	Repair Parts	28.81
Gen	Harry Hecht	Retirement	16.00
Aging	Nancy Hoblyn	Mileage	46.50
Gen	Amanda Hoffman	Attorney fees	1,185.00
Rd	Holiday Inn – Kearney	Lodging	84.95
Aging	Vanee Holtmeier	Mileage	66.50
Gen	Home Care Plus	Medical – Prisoners	76.00
Gen	Hometown Leasing	Data Proc Equipment	150.00
Rd	Hooker Bros. Sand & Gravel, Inc.	Gravel	20,095.81
Rd	HSBC Business Solutions	Shop Tools	372.12
Gen	Hy-Tec Auto	Vehicle Maintenance	31.39
Gen	Jack’s Uniforms & Equipment	Uniform Allowance	60.69
Rd	Jackson Services Inc.	Shop Supplies	77.52
Rd	Johnson Sand & Gravel Co. Inc.	Gravel	11,529.00
Gen	Kopchos Sanitation, Inc.	Garbage	175.00
Gen	Lancaster County Sheriff	Court Costs	19.59
Gen	LaRue Distributing, Inc.	Supplies	35.98
Rd	Lichti Bros Oil Co Inc.	Fuel	16,797.60
Rd	Lyle Signs, Inc.	Signs & Posts	1,146.00
Gen	Metz Mortuary	Coroner/Autopsy Costs	405.0
Gen	Microfilm Imaging Systems, Inc.	Data Proc Equipment	256.75
Gen, Rd	Miller Seed & Supply Co., Inc.	Repair Parts/Maintenance	311.70
Gen	MIPS Inc.	Office Supplies	57.59
Gen	Jeanne Morand, Court Reporter	Court Costs	75.00
Gen	National Paper & Sanitary Supply	Janitorial Supplies	82.53
Rd	NCS Equipment, Inc.	Repair Parts	30.28
Gen	Ne Emergency Service Comm. Assoc.	Dues	15.00
Gen	Ne Public Health Environmental Lab	Drug & Alcohol Test	252.00
Gen	Ne Public Power District	Electricity	146.23
Rd	Ne Truck & Equipment Co, Inc.	Repair Parts	99.88
Gen	Steve Neujahr	Mileage	50.00
Rd	NMC Exchange LLC	Repair Parts	459.37
Gen, Aging	North Office Supply	Office Supplies	489.61
Rd	O’Reilly Auto Parts	Shop Tools	289.99
Rd	Overland Sand & Gravel Company	Gravel	2,251.99
Gen	Pamida Stores Operation Co LLC	Medical – Prisoners	71.43
Gen, Rd	Perennial Public Power District	Electricity	250.62
Gen	C. Jo Petersen	Attorney Fees	262.50
Rd	Pieper Plumbing & Well Drilling Inc.	Repair Parts	15.52
Rd	Power Plan	Repair Parts	1,602.11
Rd	Pruitt Outdoor Power, Inc.	Repair Parts	109.76
Rd	Rasmussen Auto Parts	Repair Parts	67.84
Gen	Melvin Reetz	Retirement	12.00
Gen	Amanda Ring	Mileage	9.00
Rd	Sahling Kenworth Inc.	Repair Parts	304.19
Gen	Kevin Schlender	Attorney Fees	2,415.00
Gen	Spencer Fane Britt & Browne LLP	Legal Fees	1,173.00
Gen	Stahr and Associates	Contractual Services	1,700.00
Gen	State of Ne Das Central Finance	Data Proc Equipment	48.25
Gen	Svehla Law Offices	Attorney Fees	989.25

Gen	Kelly M Thomas	Attorney Fees	550.00
Rd	Titan Machinery	Repair Parts	80.35
Gen, Rd	True Value	Supplies	70.99
Gen	Ultramax Ammunition	Safety Equipment	427.00
Gen	Verizon Wireless Services LLC	Telephone Service	172.04
Rd	Village of McCool Junction	Water/Sewer	34.00
Gen	Karen Wahlmeier	Reimbursement	11.96
Visitors Imprv	Wallingford Sign Co., Inc.	Grant	6,800.00
Visitors Prom	Web Tech Solutions	Website Maintenance	40.0
Rd	Weldon Industries, Inc.	Repair Parts	493.75
Gen	Eric Williams	Attorney Fees	189.70
Gen, Relief, 911	Windstream Communications	Telephone Service	1,383.97
Gen	York County Highway Dept	Fuel	3,088.44
Rd	York Equipment, Inc.	Repair Parts	14.73
Gen	York General Hospital	Drug & Alcohol Tests	848.96
Gen	York Medical Clinic PC	Medical – Prisoners	650.36
Gen, Aging	York News-Times	Publication	542.56
Gen	York Vacuum Center	Janitorial Equipment	104.95
Gen, Aging	York Wholesale Company	Board of Prisoners	2,516.70

Jay Spearman of Ameritas came before the Board regarding the service agreement between the City of York and County of York for the York Area Solid Waste Agency. Several amendments to the original Service Agreement dated October 27, 1993 have been instituted. At this time, they propose to refund certain bonds of the Agency previously issued to finance or refinance improvements to the solid waste disposal facility of the Agency, the Agency proposes to issue its Solid Waste Disposal Facilities Revenue Refunding Bonds, Series 2010 in an amount to be determined by the Agency not to exceed \$2,400,000.

Moved by Neujahr, seconded by Bulgrin to adopt Resolution #10-48 and sign the application for the refinancing of the Landfill Solid Waste Series 2002 and 2006; roll call: yeas, Neujahr, Bulgrin, Bredenkamp, Bergen and Brown; nays, none; motion carried.

RESOLUTION #10-48

A RESOLUTION APPROVING AN AMENDMENT TO SERVICE AGREEMENT BETWEEN THE COUNTY OF YORK, IN THE STATE OF NEBRASKA, AND THE YORK AREA SOLID WASTE AGENCY RELATING TO DISPOSAL OF SOLID WASTE AND ADDITIONAL BONDS TO BE ISSUED BY SAID AGENCY; AGREEING TO PROVIDE FOR A SPECIAL TAX IN THE EVENT OF A DEFICIENCY OF REVENUES; AUTHORIZING THE EXECUTION OF SUCH AMENDMENT TO SERVICE AGREEMENT BY OFFICERS OF THE COUNTY; AND AUTHORIZING THE CHAIRPERSON TO MAKE CERTAIN ALLOCATIONS AND CERTIFICATIONS RELATING THERETO

BE IT RESOLVED BY THE CHAIRPERSON AND BOARD OF COMMISSIONERS OF THE COUNTY OF YORK, IN THE STATE OF NEBRASKA:

Section 1. The Board of Commissioners (the “County Board”) of The County of York, in the State of Nebraska (the “County”) hereby finds and determines that the York Area Solid Waste Agency (the “Agency”) and the County have previously entered into a Service Agreement, dated October 27, 1993, as amended by an Amendment to Service Agreement dated as of January 25, 2000, as further amended by an Amendment to Service Agreement dated December 18, 2002 and as further amended by an Amendment to Service Agreement dated as of August 15, 2006 (collectively, the “Service Agreement”); that for the purpose of refunding certain bonds of the Agency previously issued to finance or refinance improvements to the solid waste disposal facilities of the Agency, the Agency proposes to issue its Solid Waste Disposal Facilities Revenue Refunding Bonds, Series 2010 (the “Series 2010 Bonds”), in an amount to be determined by the Agency not to exceed \$2,400,000; that the Series 2010 Bonds shall bear interest at such rate or rates, shall mature at such times, and shall have such initial offering prices and other terms as may be determined by the Agency, provided that net present value savings attributable to the refunding to be effected through the issuance of the Series 2010 bonds is not less than \$83,000 (or if less, 3.75% of the aggregate debt service on the bonds being refunded); that it is necessary and advisable for the County to enter into an Amendment to Service Agreement with the Agency in connection with the issuance of the Series 2010 Bonds; that an Amendment to Service Agreement for such purpose has been prepared and submitted for approval by the County Board and that it is necessary and advisable that said Amendment to Service Agreement be approved and its execution authorized.

Section 2. The Chairperson of the County Board and each and every one of the Commissioners are hereby authorized to execute for and on behalf of the County the Amendment to Service Agreement with the Agency in substantially the form presented but with any such changes as such officers shall deem appropriate for and on behalf of the County, subject to approval of said Amendment to Service Agreement as to form by the County Attorney.

Section 3. The County Board hereby finds and determines that said Amendment to Service Agreement provides that any deficiency in revenues from the facilities to be owned and operated by the Agency insofar as meeting the obligations of said Agency with respect to said facilities, including obligations with respect to outstanding bonds and the Series 2010 Bonds, may be made up from a special tax levied for such purpose upon all the taxable property within the County, such tax to be levied in accordance with Section 13-2024, R.R.S. Neb. 2007, as amended, provided, however, that the obligation to make such deficiency payments under said Service Agreement and Amendment to Service Agreement is to be shared on a pro rata basis with the City of York under the terms of said Service Agreement and a similar agreement and amendment between the Agency and the City of York, and that such provision in said Amendment to Service Agreement is hereby determined by the County Board to be appropriate for and on behalf of the County.

Section 4. The Chairperson is hereby authorized to make any allocations and certifications relating to the Service Agreement, the Amendment to Service Agreement and the Series 2010 Bonds as the Chairperson shall deem necessary or appropriate, including any and all certifications and allocations relating to compliance with Sections 103, 148 and 265 of the

Internal Revenue code of 1986, as amended.

Section 5. This resolution shall be in force and take effect from and after its adoption as provided by law.
Adopted this 24th day of August, 2010.

Gayle Steiger of Romans Wiemer and Associates came before the Board to review the 2008-2009 Audit. He reviewed the various points of interest.

Moved by Bulgrin, seconded by Bredenkamp to accept the audit report from Romans Wiemer and Associates for fiscal year 2008-2009; roll call: yeas, Bulgrin, Bredenkamp, Bergen, Neujahr and Brown; nays, none; motion carried.

Motor Grader Lease Purchase Bids were opened at 11:15 a.m. as published on August 12 and 19th. Bids were received as follows:

Wells Fargo Equipment Finance, Inc., Lincoln, NE

Payment Factor: .34939 – 3 years; .26639 – 4 years
Effective rate 2.39% - 3 years; 2.59% - 4 years
Payment amount \$179,050.52 – 3 years; 136,517.28 – 4 years

Cornerstone Bank, York, NE

3.27% interest rate for 3 and 4 years
Payment amounts for 3 year term (year 1 & 2 \$182,281.49; year 3 \$182,281.47)
Payment amounts for 4 year term (year 1-3 \$138,916.81; year 4 \$138,916.79)

Midwest Bank, York, NE

3.47% interest rate for 3 years with annual payments of \$182,810.75
3.67% interest rate for 4 years with annual payments of \$140,082.13

Henderson State Bank, Henderson, NE

3.68% fixed rate for up to 4 years

Smith Hayes Financial Services Corp, Lincoln, NE

2.1413709% all inclusive cost for 3 year
2.1638052% all inclusive cost for 4 year

Union Bank & Trust Company Omaha, NE

3.26% (0.35660) for 37 months with annual payment of \$182,744.23
3.37% (0.27251) for 49 months with annual payment of \$139,653.28

York State Bank & Trust, York, NE

2.29% APR for 3 year lease/purchase \$178,821.27 annual payment
2.69% APR for 4 year lease/purchase \$136,976.07 annual payment

Ameritas Investment Corp, Lincoln, NE

1.25% interest rate/ 2.435% all inclusive cost \$89,044.80 semi-annual payment for 3 year term
1.50% interest rate/ 2.423% all inclusive cost \$67,568.15 semi-annual payment for 4 year term

The matter has been tabled to allow time to review the bids. It will be addressed at the August 31, 2010 Special Board meeting.

A letter was received from FEMA requesting closeout of Project DR-1674-NE-0027. The project has been completed. The financial audit and reimbursement has been finalized. The total cost of the project was \$65,840 the Federal share was \$49,380.00 and the total amount of Subgrantee Administrative costs received was \$1,975.00. A Summary of Documentation, including final copies of the warrants/checks and 404 Final Performance report for this project was received.

Moved by Bulgrin, seconded by Bredenkamp to authorize the Chairman of the Board of Commissioners to sign the closeout letter for DR-1674-NE-0027; roll call: yeas, Bulgrin, Bredenkamp, Bergen, Neujahr and Brown; nays, none; motion carried.

Political subdivisions which are subject to county municipal or municipal county levy authority must submit a preliminary request for levy allocation prior to August 1 of each. After receiving the County Assessor's certified assessed value on taxable property for the county, the following preliminary levies were set:

Moved by Bulgrin, seconded by Bredenkamp to adopt Resolution #10-49 setting the preliminary levies for the subdivisions subject to county levy authority at what they requested; Ag Society at .008862; Historical Society at .000155; Rural Fire Districts at .064510 and Cemetery Districts at .006059; roll call: yeas, Bulgrin, Bredenkamp, Bergen, Neujahr and Brown; nays, none; motion carried.

RESOLUTION #10-49

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	.008862
Historical Society	.000155
Rural Fire Districts	.064510
Cemetery Districts	.006059

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
<u>AG SOCIETY</u>			
Valuation	\$1,771,738,860		
Request	\$157,000.00		
		0.008862	0.008862
<u>HISTORICAL SOCIETY</u>			
Valuation	\$1,771,738,860		
Request	\$2,747.60		
		0.000155	0.000155
<u>FIRE DISTRICTS</u>			
<i>Benedict Rural Fire District</i>			
Valuation	\$151,681,416		
Request	\$30,447.00		
		0.020073	0.064510
<i>Bradshaw Rural Fire District</i>			
Valuation	\$189,309,630		
Request			
general fund	\$29,250.00	0.015451	
sinking fund	\$9,142.01	0.004829	
<u>total request</u>	\$38,392.01		
		0.020280	0.064510
<i>Gresham Rural Fire District</i>			
Valuation			
York County	\$74,333,716.		
Butler County	\$15,384,107.		
Polk County	\$39,553,037.		
Seward County	\$34,335,790.		
total valuation	\$163,606,650.		
Request			
general fund	\$50,765.75	0.031029	
sinking fund	\$13,882.75	0.008486	
BOND	\$40,892.50	0.024995	
<u>total request</u>	\$105,541.00		
		0.064510	0.064510
<i>Henderson Rural Fire District</i>			
Valuation			
York County	\$102,675,805.		
Hamilton County	\$65,348,452.		
total valuation	\$168,024,257.		
Request			
general fund	\$36,000.00		
		0.021426	0.064510
<i>McCool Jct Area Rural Fire Protection Dist No.7</i>			
Valuation	\$138,083,842.		
Request			
general fund	\$32,185.00	0.023309	
sinking fund	\$25,625.00	0.018558	
	\$57,810.00		
Total request		0.041867	0.064510

Waco Rural Fire District

<u>Valuation</u>	\$278,894,186.		
<u>Request</u>			
general fund	\$44,900.00	0.016100	
bond fund	\$12,873.00	0.004616	
total request	\$57,773.00		
		0.020716	0.064510

York Rural Fire District

<u>Valuation</u>	\$275,774,327.		
<u>Request</u>			
General	\$104,917.00	0.038045	
Interlocal agreements	\$52,530.00	0.019048	
Total request	\$157,447.00		
		0.057093	0.064510

CEMETERY DISTRICTS**Vernon Cemetery District**

<u>Valuation</u>	\$74,762,444.		
<u>Request</u>	\$1,830.00		
		0.002448	0.006059

Thayer Cemetery District

<u>Valuation</u>	\$65,676,224.		
<u>Request</u>	\$3,979.26		
		0.006059	0.006059

Waco Cemetery District

<u>Valuation</u>	\$216,422,980		
<u>Request</u>	\$6,500.00		
		0.003004	0.006059

Dated this 24th day of August, 2010.

Moved by Bredenkamp, seconded by Bulgrin to table action on setting wages and salaries for deputies until the Board is further with the budget; roll call: yeas, Bredenkamp, Bulgrin, Bergen, Neujahr and Brown; nays, none; motion carried.

County inventories for all offices must be received two calendar months following the close of the fiscal year.

Moved by Bredenkamp, seconded by Bulgrin to adopt Resolution #10-50 to approve the county inventory in the total amount of \$18,975,434.35; roll call: yeas, Bredenkamp, Bulgrin, Bergen, Neujahr and Brown; nays, none; motion carried.

RESOLUTION #10-50

**Inventory of York County Property
AS OF JUNE 30, 2010**

COURTHOUSE PROPERTY

CLERK	\$ 27,177.87
REGISTER OF DEEDS	\$ 20,633.81
ELECTION COMMISSIONER	\$ 42,413.18
TREASURER	\$ 32,202.23
CLERK OF DISTRICT COURT	\$ 21,199.30
COUNTY COURT	\$ 38,796.18
SCHOOL SUPERINTENDENT	\$ 60.00
COUNTY ATTORNEY	\$ 21,741.41
LAW LIBRARY	\$ 40,347.04
CHILD SUPPORT ATTORNEY	\$ 7,186.48
COUNTY SHERIFF	\$906,462.00
COUNTY JAIL	\$ 48,309.00
JURY COMMISSIONER	\$ 25,496.50
COUNTY ASSESSOR	\$ 31,608.56
VETERAN SERVICE OFFICE	\$ 10,752.49
COUNTY EXTENSION	\$ 79,421.44
COUNTY COMMISSIONERS	\$ 13,737.95
DISTRICT JUDGE	\$ 10,168.00
COPY ROOM	\$ 4,853.00
EMPLOYEES LOUNGE	\$ 1,253.90
CUSTODIAN & BASEMENT	\$ 30,353.95
ZONING ADMINISTRATOR	\$ 194.95
GENERAL ASSISTANCE	\$ 250.00
CHIEF PROBATION OFFICER	\$ 23,257.75
PUBLIC DEFENDER	\$ 11,498.16
DATA PROCESSING DEPT	\$ 92,989.88
AREA ON AGING	\$ 22,473.14
EMERGENCY MANAGEMENT	\$ 10,308.00
SURPLUS PROPERTY	\$ 393.74

TOTAL COURTHOUSE PROPERTY**\$ 1,575,539.91**

COUNTY WEED CONTROL AUTHORITY \$ 64,489.25

BUSY WHEELS-HANDIBUS \$ 76,073.95

ROAD & BRIDGE DEPARTMENT

Motor Graders: #1, 2, 4, 7, 8, 9, 10A, 13, 13b,14, 100, 112, 300	\$1,974,250.96
Trucks & Trailers	\$ 833,928.53
Grading Equipment (Scrapers, Dozer)	\$ 754,641.00
Loaders	\$ 564,040.00
Miscellaneous Equipment	\$1,060,146.14
Radios & Towers	\$ 19,967.00
Office Supplies	\$ 36,374.55
Maintainer Shed - Material Tools	\$ 17,949.13
Bridge tools (in bridge trucks)	\$ 2,807.27
County shop materials (tools, supplies in shop bldg & yard)	\$ 209,609.96
Culverts (Sec. 300 & 350)	\$ 52,432.08
County Surveyor's Equipment (Sec. X250)	\$ 6,001.12
Signs (Section 150)	\$ 13,509.44
Posts (Section 160)	\$ 5,487.04
Fuels (Section 200)	\$ 69,249.17
Oil (Section 250)	\$ 8,672.85

TOTAL ROAD & BRIDGE DEPT. \$ 5,629,066.24

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: \$ 18,975,434.35

In connection with the fiscal budget, the Board can with a 66% Board approval, approve an additional 1% budget authority.

Moved by Neujahr, seconded by Bergen to authorize an additional 1% budget authority for budget year 2010-2011; roll call: yeas, Neujahr, Bergen, Bredenkamp, Bulgrin and Brown; nays, none; motion carried.

The Clerk's office requested permission to enter into a contract with Simplifile LC whereby they would provide services for electronic filing of Register of Deeds documents. This procedure has been approved by the Legislature. There would be no cost to the county for this service.

Moved by Neujahr, seconded by Bergen to authorize the Clerk to use Simplifile services for electronic recording of Register of Deeds documents; roll call: yeas, Neujahr, Bergen, Bredenkamp, Bulgrin and Brown; nays, none; motion carried. Committee reports were given.

The Chairman declared the meeting adjourned at 12:13 p.m. The next meeting will be August 31, 2010 at 9:00 a.m. for a special budget meeting.

Respectfully submitted,
Cynthia D. Heine, York County Clerk