

November 12, 2019

Seward County Board of Equalization

State of Nebraska)
County of Seward) ss.

A regular meeting of the Seward County Board of Equalization was convened in open and public session at 8:30 a.m. on November 12, 2019 in the Commissioner's room at the Seward County Courthouse. Notice of the meeting was posted on the Courthouse bulletin board and on the Commissioner's Room door. The agenda for all meetings is kept continually current and is available for public inspection at the County Clerk's Office during normal business hours. The agenda is held open until one business day prior to the meeting for appearance before the Board. The Board of Equalization has the right to modify the agenda to include items of an emergency nature only at such public meeting.

The Seward County Board of Equalization convened on November 12, 2019 at 8:30 a.m.

Present: Chairperson: John Culver
Members: Bob Vrbka, Ken Schmieding
County Clerk: Sherry Schweitzer
County Assessor: Marilyn Hladky
Absent: Members: Mike Mundhenke, Becky Paulsen

The Chairperson noted that the public meeting information is posted as required by law and available for public distribution if requested.

The Pledge of Allegiance was recited.

Moved by Vrbka and seconded by Schmieding to approve the minutes of October 22, 2019.
Affirmative Vote: Vrbka, Schmieding, Culver Motion Carried

Moved by Schmieding and seconded by Vrbka to approve the Vehicle Exemption Application for St. Gregory the Great Seminary for a 2009 Ford Pickup VIN # 1FTSX21RX9EA51504.
Affirmative Vote: Schmieding, Vrbka, Culver Motion Carried

Moved by Vrbka and seconded by Schmieding to approve the Vehicle Exemption Application for Concordia University for a 2015 Dodge Ram Pickup VIN # 3C6LR5BT9FG577807.
Affirmative Vote: Vrbka, Schmieding, Culver Motion Carried

Hladky updated the Commissioners on activities of her office

Known items on the agenda for Board of Equalization on November 26, 2019 are as follows:

8:30 a.m.

1. Convene and announce Open Meetings Law
2. Pledge of Allegiance
3. Discuss/Action - Approve minutes of November 12, 2019
4. Discuss/Action – Assessor Information Update

Moved by Schmieding and seconded by Vrbka to adjourn at 8:51 a.m.
Affirmative Vote: Schmieding, Vrbka, Culver Motion Carried

State of Nebraska)
County of Seward) ss.

I, Sherry Schweitzer, the undersigned County Clerk of Seward County, Nebraska do hereby certify the foregoing minutes are true and are part of the official records of this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26th day of November 2019.

County Clerk

Chairperson

November 12, 2019 Seward County Board of Commissioners

State of Nebraska)
County of Seward) ss.

A regular meeting of the Seward County Board of Commissioners was convened in open and public session at 9:00 a.m. on November 12, 2019 in the Commissioner’s room at the Seward County Courthouse. Notice of the meeting was posted on the Courthouse bulletin board and on the Commissioner’s Room door. The agenda for all meetings is kept continually current and is available for public inspection at the County Clerk’s Office during normal business hours. The agenda is held open until one business day prior to the meeting for appearance before the Board. The Board of Commissioners has the right to modify the agenda to include items of an emergency nature only at such public meeting.

The Seward County Board of Commissioners convened on November 12, 2019 at 9:00 a.m.

Present: Chairperson: John Culver
Members: Bob Vrbka, Ken Schmieding
County Clerk: Sherry Schweitzer
Absent: Members: Mike Mundhenke, Becky Paulsen

The Chairperson noted that the public meeting information is posted as required by law and available for public distribution if requested.

The Pledge of Allegiance was recited.

Moved by Vrbka and seconded by Schmieding to approve the minutes of November 5, 2019.
Affirmative Vote: Vrbka, Schmieding, Culver Motion Carried

Moved by Vrbka and seconded by Schmieding to approve the claims as follows:

Approved Special Claims as Follows:		
AMERITAS LIFE INS CORP(SEWARD 2052)	FE	\$10.44
JONES BANK (FICA)	FE	\$41.64
SALARIES	SA	\$544.40
GROSS SALARIES INCLUDE DEDUCTIONS TO:		
COLONIAL SUPPLEMENTAL LIFE INSURANCE		
MID AMERICAN CO WISCONSIN		
DELTA DENTAL		
VSP VISION		
WADDELL & REED		

Affirmative Vote: Vrbka, Schmieding, Culver Motion Carried

Schweitzer updated the Commissioners on some Justice Center bond re-financing details.

Commissioners Reports:

Commissioner Vrbka reported he received a constituent concern.

Commissioner Culver reported he checked on some roads and dealt with some constituent concerns.

Commissioner Schmieding reported he attended 2 Veterans Day celebrations and contacted the Road Dept. on some concerns he received.

Moved by Vrbka and seconded by Schmieding to accept the Clerk of the District Court Fee Report for October 2019 in the amount of \$1,920.96.

Affirmative Vote: Vrbka, Schmieding, Culver

Motion Carried

Moved by Schmieding and seconded by Vrbka to authorize the Chairman sign a lease with Charles Eret for a tract of land behind the Weed Dept building from January 1, 2020 to April 30, 2020.

Affirmative Vote: Schmieding, Vrbka, Culver

Motion Carried

Tom Nielsen of Soarin' Group was present to give an update of IT work for Seward County.

Kim Payne, Interim Highway Supt., brought a resolution forward involving the Seward South Road Project. Barb Armstead, Deputy County Attorney, had looked at preliminary agreements signed in 2012 and had questions since the cost of the project had risen since then.

Moved by Vrbka and seconded by Schmieding to adopt Resolution No. 3483 in regard to affirming the selection of JJK Construction as successful bidder for Project BRO-7080(27) Seward South.

RESOLUTION No. 3483

WHEREAS, there has been signed by the COUNTY OF SEWARD on the 28th day of February 2012, and the State on the 13th day of March 2012, an agreement providing for the construction of a Federal Aid County Project at the following location: ON A COUNTY ROAD, SOUTH OF SEWARD, and

WHEREAS, in the above agreement, the County has pledged sufficient funds to finance its share of the cost of the construction of this project identified as BRO-7080(27), and

WHEREAS, the above-mentioned agreement provided that the County will pay costs as set forth in the agreement, and

WHEREAS, the State, on behalf of the County received bids for the construction of this project based on the final plans and specifications on October 24, 2019, at which time 6 bid(s) were received for the construction of the proposed work, and

WHEREAS, the following Contractor(s) for the items of work listed has/have been selected as the low bidder(s) to whom the contract(s) should be awarded:

JJK CONSTRUCTION, LLC, CERESCO, NE 68017-4266

GRADING, CULVERTS, SEEDING, BRIDGE AT STA25+85.00, GUARDRAIL,
GENERAL ITEMS: \$1,457,582.76

NOW THEREFORE, in consideration of the above facts, the SEWARD COUNTY BOARD OF COMMISSIONERS, by this resolution, takes the following official action:

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the County hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.
2. The Board hereby concurs in the selection of the above-mentioned Contractor(s) for the items of work listed, to whom the contracts(s) should be awarded.

3. The Board hereby approves of the final plans and specifications that were used in the bidding process for this project.
4. The Board hereby authorizes the Board Chairperson to sign the contract(s) with the above-mentioned Contractor(s) for the above-mentioned work on behalf of the County.

DATED THIS 12th day of November, A.D. 2019
Sample Agreement Attached

NEBRASKA
LOCAL PUBLIC AGENCY
CONTRACT AND BOND
CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this _____ day of 20____, by and between the _____ of the State of Nebraska, hereafter referred to as party of the first part or Owner, and of _____, party of the second part:

WITNESSETH: That the party of the second part, for and in consideration of the sum of _____ payable as set forth in the specifications constituting a part of this contract, hereby agrees to perform in accordance with the plans, specifications, and special provisions therefore, and in the location designated in the proposal form, the various groups of work, including all items contained in each specified group, awarded said party of the second part on the _____, as follows: being groups numbered on project number _____ in _____ County(ies) in Nebraska as shown in the schedule of prices bid in the attached proposal which is a part of this contract.

That it is mutually understood and agreed by the parties hereto that the general and detailed plans, the Standard Specifications for Highway Construction of the Department of Transportation of the State of Nebraska, which are on file in the office of the Department at Lincoln; the contractor's bond; the proposal; all special provisions; and all supplemental agreements are a part of this contract.

That it is mutually understood and agreed by the parties that federal funds are a part of the financing of this project and that the parties must meet all laws, specifications, criteria, special provisions and requirements established by the Federal Highway Administration for the use of federal funds. Therefore, the parties agree that since the federal government has made the State of Nebraska, Department of Transportation its agent for the purposes of overseeing the project for protection of the federal contributions, the State of Nebraska, Department of Transportation shall have the same rights as the Owner and federal government in protection of their funding.

It is understood and agreed by the parties that the State of Nebraska, Department of Transportation is involved in this project only as a conduit and steward of federal and/or state funds. If a dispute arises between the parties, they shall seek their remedies against each other or the federal government and shall hold the State of Nebraska, Department of Transportation harmless from suit under this contract.

The party of the second part expressly warrants that he/she has employed no third person to solicit or obtain this contract in his/her behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, and that he/she has not

paid, or promised or agreed to pay, to any third person in consideration of such procurement, or in compensation for services in connection herewith, any brokerage, commission, or percentage upon the amount to be received by him/her hereunder, and that he/she has not, in estimating the contract price demanded by him/her, included any sum by reason of any such brokerage, commission or percentage, and that all moneys payable to him/her hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He/She further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the party of the first part and that the said party of the first part may retain for its own use, from any sums due or to become due hereunder, an amount equal to any brokerage, commission, or percentage, so paid or agreed to be paid.

That the party of the second part further agrees to pay all laborers and mechanics for labor that shall be performed and pay for all material, supplies and equipment which is used or rented in performing the contract, and pay to the Unemployment Compensation Fund of the State of Nebraska the unemployment contributions and interest due under provisions of the Nebraska Employment Security Law on wages paid to individuals employed in the performance of this contract including those performing under subcontract.

All work required in carrying out this contract shall be performed in compliance with the laws of the State of Nebraska.

The party of the second part further agrees to perform the work under the supervision of the Owner. The administrator of the Federal Highway Administration or his/her authorized agent, including the State of Nebraska, Department of Transportation shall have the right at all times, but not the duty, to inspect the work for eligibility for federal funding in accordance with the laws of the State of Nebraska, and the rules and regulations of the Administrator of the Federal Highway Administration of the United States, for the purpose of carrying out the provisions of Title 23, United States Code, as amended and supplemented (Federal Aid Highway Acts).

That in consideration of the foregoing, the parties understand that when the Owner authorizes payment(s) the Owner will see that prompt payment is made by the State of Nebraska, Department of Transportation on behalf of the Owner and the Federal Highway Administration of the amounts set forth herein, subject to the conditions set forth in this contract, or any part thereof, as herein described.

It is further expressly understood and agreed that time is of the essence to this contract and that failure to complete the work before the expiration of the time allowance fixed in this contract, or after the expiration of such additional time as may be allowed by the Owner, would cause loss and expense to the party of the first part and such loss and expense would be uncertain in itself and unsusceptible of certain computation. It also is understood and agreed that failure to comply with this contract, in some manner other than failure to comply with the fixed time allowance, would cause damage that would be difficult to compute with certainty. Therefore, the party of the second part expressly agrees and promises to pay as reasonable liquidated damages such liquidated damages as are provided for in this contract. It is further understood and agreed that the Owner shall have the right to deduct from any moneys due to the party of the second part the amount of liquidated damages caused to be owing by failure to comply with this contract; or the Owner shall have the right to recover such liquidated damages from the party of the second part, from the surety, or from both the party of the second part and the surety, or may deduct

part of such liquidated damages as are owing and recover the balance from the party of the second part, the surety, or both the party of the second part and the surety.

It is further understood and agreed that the party of the second part shall not do any work or furnish any materials not covered and authorized by this contract, unless ordered in writing by the Owner. Any such work may be done or any such materials which may be furnished by the party of the second part without such written order, first being given, shall be at his/her own risk, cost and expense; and the party of the second part hereby covenants and agrees that he/she shall make no claim for compensation for any work so done or any materials so furnished.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purpose herein expressed, to this and one other instrument(s) of like tenor, this _____ day of _____ 20_____.

Party of the First Part or Owner:

_____ Mayor, Chairperson of the Board, or Chief Executive Officer

Party of the Second Part:

_____ Principal (Signature)

_____ Principal (Printed Name)

_____ Title

Federal ID Number

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as principal,

And _____ as sureties, are held and firmly bound unto the _____ of the State of Nebraska, in the penal sum of _____ dollars and for the payment of which we do hereby bind ourselves, our heirs, executors and administrators, jointly, severally, and firmly by these presents.

Date _____, A.D. 20_____.

The condition of the obligations is such that whereas, the above bounden _____ of _____, has been awarded by the _____, the various groups of work, including all items contained in each specified group of work being groups numbered: _____ on Project No. _____ in County(ies), Nebraska, copy of which contract together with all of its terms, covenants, conditions and stipulations is incorporated herein and made a part hereof as fully and amply as if said contract were recited at length herein.

NOW THEREFORE, if said _____ as principal shall in all respects fulfill this said contract according to the terms and the tenure thereof, and shall faithfully discharge the duties and obligations therein assumed, then the above

obligation is to be void and of no effect; otherwise to be and remain in full force and virtue in law.

It is expressly understood and agreed that this bond is given to secure and does secure not only the faithful performance by the principal herein named of said contract for the construction work as specified in said contract and in strict accordance with the terms of said contract and the plans, specifications and all special provisions made a part thereof; but that it is given to secure and does secure also the payment by the said bounden _____ of all overpayments made to said principal by the Department of Transportation, on behalf of the Owner, and of all just claims to all laborers and mechanics for labor that shall be performed, and for the payment of all material, supplies and equipment which is used or rented in performing the contract, and for the payment of all taxes, including contributions and interest due under the Nebraska Employment Security Law, on wages paid to individuals employed in the performance of the contract including those performing under subcontract which may accrue, to the State of Nebraska and the political subdivisions thereof on account of the execution and performance of this contract, and if such payments be made then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No contract shall be valid which seeks to limit the time to less than one year in which an action may be brought upon the bond covering the construction work, and this bond is made, executed and delivered with such understanding.

Signed this _____ day of _____, 20____.

_____ Surety
_____ Principal (Signature)
_____ Principal (Printed Name)
_____ Title
_____ Attorney-in-Fact (Signature)
_____ Attorney-in-Fact (Printed Name)
_____ Agency/Business Name
_____ Agency/Business Address
_____ Phone Number

SEWARD COUNTY BOARD OF COMMISSIONERS

John K. Culver, Chairperson

Board Member Bob Vrbka moved the adoption of said resolution

Roll Call: 3 yea, 0 nay.

Resolution adopted, signed and billed as adopted.

Attest: Sherry Schweitzer, County Clerk

(Absent: Paulsen, Mundhenke)

Affirmative Vote: Vrbka, Schmieding, Culver

Motion Carried

Megan Kahler, Executive Director of BRIDGES, and Jonathan Jank, Executive Director of the Seward County Chamber & Development Partnership, were present to discuss the contract with Seward County. Culver stated he had several questions about the contract and was hesitant signing it. He questioned that BRIDGES would work on programs for the county when the county is already staffed to do that. Questions were asked of Kahler and Jank. The subject will be talked about again later in the meeting.

The item involving the Assessor and an agreement with SMPC LLC was not discussed today and will be put back on the agenda at a later date.

The Commissioners recessed at 10:10 a.m.
The Commissioners re-convened at 10:15 a.m.

Sheriff Mike Vance was present to discuss a new job description in his office. He stated that there has been a problem hiring female correctional officers and asked if a present employee in his office would be willing to act as matron. He has made a new job description for that employee. Brea Ehmen, HR Director, stated Sheriff Vance had brought the subject up to her and had worked with him on a new job description. She had been able to get some figures from other counties for help in figuring where this job description should be put on the step plan.

Moved by Vrbka and seconded by Schmieding to modify the job description from Operation Assistant to Operation Assistant/Matron.

Affirmative Vote: Vrbka, Schmieding, Culver

Motion Carried

Moved by Vrbka and seconded by Schmieding to go into Executive Session at 10:22 a.m. to discuss personnel, it being necessary to protect the reputation of the individual(s).

Affirmative Vote: Vrbka, Schmieding, Culver

Motion Carried

The Chairman re-stated the reason for the Executive Session was to discuss personnel, it being necessary to protect the reputation of the individual(s).

Moved by Vrbka and seconded by Schmieding to come out of Executive Session at 10:38 a.m.

Affirmative Vote: Vrbka, Schmieding, Culver

Motion Carried

Chairman Culver stated that while in Executive Session, personnel was discussed and no action was taken.

Casey Tiemann of the County Attorney's Office was present to discuss the 2020-2021 Grant application. She stated she is approaching the Board differently this year *before* the actual grant is applied for. She gave information about a State funded non-competitive grant in which she usually applies for at this time of the year. She said Seward County gets approximately \$58,000 and Butler County gets \$30,000 in this non-competitive grant. She stated that not all counties apply for this grant and if there is money left over, a county can apply for it.

Tiemann was also in attendance during the conversation again about the BRIDGES contract. Tiemann said the Diversion fees for anybody in Diversion are deposited with the County Treasurer. Tiemann stated that no funds derived from Diversion would go to BRIDGES. Tiemann stated that BRIDGES would be used for fundraising so that the funds go directly to a program that the County Attorney's Office can utilize. Schweitzer said that she would talk to the Nebraska Auditor about using BRIDGES for fundraisers.

Moved by Vrbka and seconded by Schmieding to authorize the Chairman to sign the contract with BRIDGES for 7/1/2019 thru 6/30/2020.

Affirmative Vote: Vrbka, Schmieding

Voting No: Culver

Motion Carried

Known items on the agenda for Board of Commissioners on November 19, 2019 are as follows:

9:00 a.m.

1. Convene and announce Open Meetings Law
2. Pledge of Allegiance
3. Discuss/Action - Approve minutes of November 12, 2019

Other Business Matters to Address When Time Allows

4. Discuss/Action - Public/Officials/Boards
5. Commissioners Reports

6. Discuss/Action – Agenda for November 22, 2019
7. Discuss/Action – Agenda for November 26, 2019

Moved by Vrbka and seconded by Schmieding to adjourn at 11:17 a.m.

Affirmative Vote: Vrbka, Schmieding, Culver

Motion Carried

State of Nebraska)
County of Seward) ss.

I, Sherry Schweitzer, the undersigned County Clerk of Seward County, Nebraska do hereby certify the foregoing minutes are true and are part of the official records of this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19th day of November 2019.

County Clerk

Chairman