

# November 12, 2024

## 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, 2024 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, 2024 at 8:30 a.m.

Present: Chairperson: Misty Ahmic  
Members: Raegan Hain, Darrell Zabrocki  
County Clerk: Sherry Schweitzer  
County Assessor: Marilyn Hladky  
Absent: Member: John Culver, Ken Schmieding

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 Zabrocki and seconded by Hain to approve the minutes of October 22, 2024.  
Affirmative Vote: Zabrocki, Hain, Ahmic Motion Carried

The Commissioners reviewed a letter from Carol Schildt pertaining to the rejection of her Homestead Exemption due to failure to file all documents associated with the application. A rejection letter was sent to her from the Assessor and in response, a letter was sent from her CPA asking the Board to change the decision of the Assessor and approve the application.

Moved by Hain and seconded by Zabrocki to approve the Homestead Exemption for Carol Schildt on the S 1/2 NE 1/4 and the NW 1/4 SE 1/4 and SW 1/4 SW 1/4 and E 1/2 SW 1/4 of Section 2 Township 10 North Range 4 East of the 6th p.m.  
Affirmative Vote: Hain, Zabrocki, Ahmic Motion Carried

Hladky then updated the Commissioners on activities of her office.

### **Known items on the agenda for Board of Equalization on November 26, 2024 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, 2024
4. Discuss/Action – Assessor Information Update

Moved by Zabrocki and seconded by Hain to adjourn at 8:43 a.m.  
Affirmative Vote: Zabrocki, Hain, Ahmic 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 26<sup>th</sup> day of November 2024.

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairperson

## November 12, 2024 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, 2024 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, 2024 at 9:00 a.m.

Present: Chairperson: Misty Ahmic  
Members: Raegan Hain, Darrell Zabrocki  
County Clerk: Sherry Schweitzer  
Absent: Members: John Culver, Ken Schmieding

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 Zabrocki and seconded by Hain to approve the consent agenda consisting of:

- a. Minutes of November 5, 2024
- b. Utility Permit: H&S Plumbing to bore under 448<sup>th</sup> Road North of Old Mill Rd. in the SE ¼ of Section 4 & SW ¼ of Section 3 Township 11 North, Range 1 East of the 6<sup>th</sup> p.m. to install a natural gas line for a residence
- c. Utility Permit: Norris Public Power District to bore under Old Mill Road at 2,140 ft East of 336<sup>th</sup> Road in the NW ¼ of Section 11 Township 11 North, Range 2 East of the 6<sup>th</sup> p.m. to provide service to a new residence
- d. County Clerk Fee Report for October 2024 in the amount of \$41,277.25
- e. Zoning Fee Report for October 2024 in the amount of \$1,950.00
- f. District Court Fee Report for October 2024 in the amount of \$3,365.83
- g. Authorized the Chair to sign two Surplus Property Disposal Requests for the Road Dept.

Affirmative Vote: Zabrocki, Hain, Ahmic

Motion Carried

Sherry Schweitzer updated the Commissioners on activities of her office, specifically about the General Election held on Nov. 5, 2024.

**Commissioner Reports:**

Commissioner Hain reported she has been working with the Road Dept. in regard to 420<sup>th</sup> Road signs, looked at the costs of trail cameras, completed edits to the Juvenile Justice Plan, connected our state senator about legislation, worked with the Village Clerks on email addresses of their Chair, gave a presentation about Public Health Policy, worked on Appointed Employee evaluations and worked on information about Opioid Fund Applications.

Commissioner Ahmic reported on the Public Defender Contract, received a call about drainage issues by Ruby, worked on grants, visited with Marvin Planning and the Zoning Administrator about the proposed zoning regulations, had a Zoom meeting with BNSF railroad about a crossing by Milford, finished the RFP for a grant writer, attended the Milford City Council meeting and worked on information about the Workers Compensation Form.

Commissioner Zabrocki reported he attended the Seward City Council meeting, a roundtable forum, two department head meetings, and gave information about a possible solution to road signs being stolen.

The Commissioners discussed the revised Interlocal for Apace. Previously, Region 5 and Apace were together, but because funds given to Region 5 are statutorily mandated and Apace funds are not mandated, the contracts are being revised. The Commissioners noted several changes that need to be made and will wait until Region 5 and Apace revise it. It was noted that other counties belonging to this group are also hesitant about the revised contract.

The Commissioners discussed the estimate for additional office space at the West Wing. Eric Hofer, Building & Grounds Supt., received quotes for changing the Aging Services Office Space and expanding the small meeting room used for Telehealth for the Veteran’s Service Office which is in the main room of the Extension Office. Equipment in the Telehealth space was purchased by American Rescue Plan Act (ARPA) funds. These changes would help make some work more confidential and allow for more room for the Aging Services Office. Funds for this would come out of the Commissioners Sinking Fund.

Moved by Zabrocki and seconded by Hain to approve the estimate from Rolfsmeier Construction and Handyman LLC for renovations at the West Wing in the amount of \$11,065 with funding to be paid out of the Commissioners Sinking Fund.

Affirmative Vote: Zabrocki, Hain, Ahmic

Motion Carried

The Commissioners then discussed the Contract for the Public Defender. There is a Policy Board for the contracted Public Defender, which first made a contract that was reviewed by the County Attorney’s Office. The Policy Board then made additional changes. Those changes were reviewed by the Commissioners.

Moved by Hain and seconded by Zabrocki to approve the proposed public defender contract as listed below:

**SEWARD COUNTY PUBLIC DEFENDER CONTRACT**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between **Seward County, Nebraska**, hereinafter called “County”, and \_\_\_\_\_, hereinafter called “Defender”.

WHEREAS, County desires to contract for the services of the public defender; and

WHEREAS, Defender desires the position of public defender for the County and will assume the duties imposed upon him/her by the statutes of the State of Nebraska; and

WHEREAS, the parties understand that \_\_\_\_\_ shall serve as Seward County Public Defender;

IT IS THEREFORE, mutually agreed between the County and the Defender as follows:

1. **Appointment.** The County hereby appoints Defender as public defender for Seward County for a term of thirty-six (36) months commencing \_\_\_\_\_, 202\_\_, and terminating on \_\_\_\_\_, 202\_\_.

2. Compensation. As compensation for services rendered to County by Defender, the County shall pay to Defender the sum of \$125,000.00 for each year of the contract, payable in equal installments every two weeks as part of the regular claims process of Seward County. Said compensation shall be paid by claims submitted to County for approval for each two-week pay period for services performed by Defender the previous two weeks.

3. Additional Compensation. In the event of cases which require an extraordinary amount of time and preparation, Defender may bill the County at a rate of \$125.00 per hour. Additional compensation shall be submitted to the county, along with an itemized accounting of the services provided.

4. Independent Contractor. For purposes of this contract, the Defender is not an employee of Seward County, but is a contractor and is assigned duties as specified by this contract and Nebraska statute. Activities performed by the Defender will be performed as an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Provisions of the Internal Revenue Code, Nebraska revenue and taxation law, Nebraska workers' compensation law, and Nebraska employment insurance law, and other applicable laws. This contract shall not be construed as creating any joint employment relationship between Seward County and the Defender and neither party shall be liable for any obligation incurred by the other except as outlined herein.

5. Office and Staff. Defender agrees to maintain a physical office within the City of Seward, County of Seward, at the Defender's expense. The parties acknowledge and agree that Defender shall utilize the services of additional attorneys and staff as is necessary to perform his/her duties as public defender. Activities performed by Defender's staff will be under the supervision and control of Defender and performed as employees or independent contractors of Defender's law firm. Defender's staff are not employees of Seward County. Activities performed by the Defender's staff will be performed as an independent contract for all purposes including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Provisions of the Internal Revenue Code, Nebraska revenue and taxation law, Nebraska workers' compensation law, and Nebraska employment insurance law, and other applicable laws. This contract shall not be construed as creating any joint employment relationship between Seward County and the Defender's staff and neither party shall be liable for any obligation incurred by the other except as outlined herein.

6. Professional Liability Insurance. Defender agrees to maintain in full force and effect a professional liability policy with aggregate liability limits of at least \$900,000, and furnish proof thereof to the County.

7. Continuing Legal Education. The parties agree that the Defender shall receive at least ten (10) hours of continuing legal education annually in the area of criminal law and that the County shall reimburse Defender for the expenses thereof, upon appropriate claim by Defender. The County agrees to reimburse Defender, for reasonable fees related to this continuing legal education requirement, for up to a total combined annual amount of \$2,000.00. Proof of fees shall be provided to the Seward County Clerk for reimbursement.

8. Other Expenses. Subject to the approval and consent of the appropriate Court, the County shall pay necessary costs ordered to be paid by the Court, including: appellate court costs, felony grade case depositions, felony grade investigative personnel costs, felony grade expert witness costs, reimbursement for blood sample re-testing in DUI cases. The county may pay other miscellaneous expenses reasonably necessary to enable the Defender to effectively and competently represent the clients of the Defender. Such miscellaneous expenses exceeding \$1,000 in any one case shall require prior approval from the County Board.

9. Termination. This agreement may be terminated prior to \_\_\_\_\_, as follows:

A. By mutual agreement of the parties;

B. For good cause.

Ninety (90) days written notice is required by contracted public defender should Defender desire to terminate this contract. Should Defender terminate this contract prior to the expiration of the contract, or without 90 days written notice, the following penalties will apply: (1) if terminated within the first year of the contract term, the penalty will be \$5,000.00, payable to

Seward County; (2) if terminated after the first year of the contract term, the penalty will be \$2,500.00, payable to Seward County.

10. Duties. Defender shall perform as counsel in all cases in which court appointments are made for indigent clients in: criminal cases, mental health board cases, extradition cases, civil contempt cases and any cases filed in the Juvenile Court, as well as appeals related to any of these types of cases. In order to ensure that Defendant is not overburdened by court appointments, to the point where Defender is incapable of providing effective assistance of counsel, there shall be a cap on the amount of certain types of open cases that can be assigned to Defender at any given time, as follows: (1) The Public Defender's Office shall have no more than thirty-five [35] open felony cases at any given time; (2) The Public Defender's Office shall have no more than six [6] open mental health board cases at any given time; (3) The Public Defender's Office shall have no more than [5] open civil contempt cases at any given time. Additionally, this contract shall not cover appointment in first degree murder cases or second degree murder cases. Defender shall not be obligated to perform as counsel where a conflict of interest arises as defined by the Canons of Ethics for the Bar Association in the State of Nebraska. Defender shall provide services to clients in a professional, skilled manner consistent with the standards required by the Nebraska State Bar Association and the Canon of Ethics in the State of Nebraska. Defender shall further comply with all standards for appointment of Court Appointed Counsel as may be adopted and amended by the Nebraska Supreme Court. Defender may decline to represent clients with no reduction in compensation if the contracting attorney is assigned more cases which require an extraordinary amount of time and preparation than the contracting attorney can competently handle.

11. Additional Duties. The Defender and the County agree that there are provisions of R.R.S. Section 23-3404 et. seq., which are not explicitly stated in this Agreement, but which are required by said statute and which are binding to both parties.

12. Anti-discrimination. Defender, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, sex, national origin, age, disability, genetic information, sexual orientation, gender identity or expression, marital status, veteran status, or any other legally protected characteristic.

13. Severability. In the event any part of this Agreement shall be declared void as a result of any law in the State of Nebraska, then the remainder of said Agreement shall remain in full force and effect.

14. Assignment. This contract may be assigned with the consent of the Seward County Board of Commissioners.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

SEWARD COUNTY, NEBRASKA

By: \_\_\_\_\_  
Chairperson, Seward County Board of Commissioners

By: \_\_\_\_\_  
Seward County Public Defender

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SEWARD )

Before me, a notary public qualified for said county, personally came \_\_\_\_\_, Chairperson of the Seward County Board of Commissioners, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SEWARD )

Before me, a notary public qualified for said county, personally came \_\_\_\_\_, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public

Affirmative Vote: Hain, Zabrocki, Ahmic

Motion Carried

No Executive Session was held.

**Known items on the agenda for Board of Commissioners on November 19, 2024 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 19, 2024
4. Discuss/Action – Claims for the period through November 8, 2024

**Other Business Matters to Address When Time Allows**

5. Discuss/Action – Public/Organizations/Officials
6. Commissioners Reports
7. Discuss/Action – Agenda for November 26, 2024

Moved by Zabrocki and seconded by Hain to adjourn at 10:27 a.m.

Affirmative Vote: Zabrocki, Hain, Ahmic

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 19<sup>th</sup> day of November 2024.

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairman