

March 10, 2009 Minutes
Washington County Board of Supervisors
Supervisor's Room Courthouse
Blair, Nebraska 68008

The Washington County Board of Supervisors of Washington County, Nebraska, met in regular session at 9:30 a.m. on Tuesday, March 10, 2009 in the Supervisor's Meeting Room at the Courthouse in Blair, Nebraska. Notice of the meeting was given in advance thereof by publication in the Pilot-Tribune. A copy of the proof of publication is on file in the Office of the County Clerk. Notice of the meeting was given to the members and a copy of their acknowledgment of the receipt of notice and the agenda are on record at the office of the County Clerk. Availability of the agenda was communicated in the advance notice and in the notice to the members. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Chairman, Duane Wilcox declared the meeting was in session and that the meeting is being recorded. Chairman made note that the Open Meetings Law is posted on the door and the north wall. Present: Chairman, Duane Wilcox, County Board Members, Linda Thomsen, Kent Clausen, Jeff Quist, Mary Alice Johnson, Ernest Abariotes and Ronald Hinline. Also present, County Clerk Merry Truhlsen.

It was moved by Quist and seconded by Clausen that the rules be suspended and that the minutes of the February 24th meeting be approved but not read at this meeting for the reason that all Board Members were furnished a copy of said minutes prior to the meeting. Vote- Aye: Thomsen, Clausen, Quist, Wilcox, Johnson, Abariotes and Hinline. Nay: None. Motion carried.

It was moved by Abariotes and seconded by Hinline that the regular Monthly Fee Reports of the following Officials be received and placed on file: Co Clerk \$9,291.00, Reg of Deeds \$11,395.00, Co Court \$25,079.85, Co Plan Dept \$2,371.00, Clk Dist Crt \$1,861.73, Sheriff \$2,303.90 and Road Dept \$150.00. Vote- Aye: Thomsen, Clausen, Quist, Wilcox, Johnson, Abariotes and Hinline. Nay: None. Motion carried.

The following correspondence had been received: Received Storm Spotter Training Dates – Wash Co March 26, Nebr Jail Standards Spring Training Conference April 15-17 and Annual Assessment Letter – Fort Calhoun Station. It was moved by Quist and seconded by Clausen that the correspondence be received and placed on file. Vote- Aye: Thomsen, Clausen, Quist, Wilcox, Johnson, Abariotes and Hinline. Nay: None. Motion carried.

Mike Smith, Weed Superintendent, had an update for the Board. Smith gave the Board copies of the Weed Control Act and went over procedures for notifying land owners of problems and for mowing properties. Washington County has 250,000 acres with 620 miles of roads, Missouri River- 30 miles and Elkhorn River- 18 miles.

Julie Ogden, JEO, discussed changes recently adopted by the Nebr Dept of Roads regarding NEPA- Environmental Clearances and Right of Way Acquisitions on Federal Aid Projects. In addition, the Board of Classifications and Standards has changed the design truck for all bridges in the state. Ogden presented proposed fees for the additional services now required. Motion by Quist and second by Clausen to approve the Scope of Services agreement with JEO. Vote- Aye: Thomsen, Clausen, Quist, Wilcox, Johnson, Abariotes and Hinline. Nay: None. Motion carried.

Cheryl Parsons, Road Supt, received two asphalt bids for four projects in Washington Co and one for the Village of Arlington. Total cost on the US Asphalt Co bid was \$932,124.75 and the Western Engineering bid was \$882,934.25. Tom Brown, representing Arlington, was present along with Mike Tidball, Western Eng and Subby Falcone, US Asphalt Co. Brown noted US Asphalt's bid for the Arlington project was less than Western Engineering's bid. Parsons said legal counsel will be consulted in the matter. Motion by Abariotes second by

Clausen to refer the asphalt bids to the Road Committee for further review and award bid at the March 24th meeting. Vote- Aye: Thomsen, Clausen, Quist, Wilcox, Johnson, Abariotes and Hinline. Nay: None. Motion carried.

Motion by Abariotes and second by Hinline to table action on the Courthouse lighting bid as the Board had not heard from the representative from Superior Lighting. Vote- Aye: Thomsen, Clausen, Quist, Wilcox, Johnson, Abariotes and Hinline. Nay: None. Motion carried.

Chairman Wilcox talked about being at the Legislature visiting with Senators and Lobbyists in regard to opposing LB160, the NRD bonding authority bill. Board took no action to send any letters.

Marj Hoier, Co Treasurer, gave the Board a listing of Tax Sales purchased on March 2, 2009: 185 Parcels were purchased for \$214,887.09. Motion Abariotes and second Quist to receive listing of Tax Sales and place on file. Vote- Aye: Thomsen, Clausen, Quist, Wilcox, Johnson, Abariotes and Hinline. Nay: None. Motion carried.

Phil Green, Assistant Administrator with the City of Blair and Deputy County Attorney Talbot were present. Green was requesting the Board reappoint members Martin Hoer and Jerry Adams to the Joint Airport Zoning Board. This board exists solely for the purpose of establishing height zoning regulations around the airport and is made up of 2 individuals from the County, 2 from the City and a Chairman they appoint. Johnson brought up the question of enforcing the height regulations. Talbot and Green stated this is a separate issue that needs to be addressed and is complicated due to the dual use of City and County regulations at the airport. There is a bill before the Legislature regarding the Joint Airport Zoning Board. Motion by Clausen and second by Abariotes to reappoint Martin Hoer and Jerry Adams to the Joint Airport Zoning Board. Vote- Aye: Thomsen, Clausen, Quist, Wilcox, Johnson and Abariotes. Hinline abstained. Nay: None. Motion carried.

Next agenda item was an interlocal cooperation agreement between the Washington County Sheriff's Office and the City of Blair Police. Lt. Aaron Barrow, Blair Police, Sheriff Mike Robinson and Deputy Ben Scherer were present along with Phil Green and Dep Co Atty Talbot. Talbot explained this agreement allows both agencies to exercise extraterritorial law enforcement authority, including arrest, within each of the other cooperating agencies' jurisdiction. Sheriff's office discussed several items in the agreement. Green stated the agreement had previously been approved by City Atty and City Council. This agreement is mainly to clarify jurisdiction from the Court's standpoint. Motion by Abariotes and second by Hinline to adopt the Interlocal Cooperation Agreement with Resolution 2009-14. Vote- Aye: Thomsen, Clausen, Quist, Wilcox, Johnson, Abariotes and Hinline. Nay: None. Motion carried.

RESOLUTION 2009-14

WHEREAS the County of Washington, Blair, Nebraska (hereinafter referred to as Washington County) has been presented with an Interlocal Agreement between the City of Blair, Nebraska, and Washington County, Nebraska, regarding the exercise of extra territorial law enforcement authority.

WHEREAS this Agreement would promote better cooperation between these two law enforcement agencies located in Washington County, Nebraska, and would better serve and protect the citizens of Blair, Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WASHINGTON COUNTY, NEBRASKA, that the Interlocal Agreement attached hereto, marked Exhibit "A" and by this reference made a part of hereof as though fully set forth herein is hereby approved by Washington County, Nebraska.

BE IT FURTHER RESOLVED THAT THE BOARD OF SUPERVISORS OF WASHINGTON COUNTY, NEBRASKA, are hereby authorized to execute and deliver, on behalf of Washington County, Nebraska, any

documents that may be necessary for approval of said agreement.

BE IT FURTHER RESOLVED that upon execution of the attached Interlocal Agreement by all of the parties thereto, the representatives of Washington County, Nebraska, be and hereby are authorized to serve as a part of the newly formed agency.

Dated this 10 Day of March, 2009.

Duane Wilcox, Chairman
Washington County Board of Supervisors

ATTEST:
Merry M. Truhlsen, Washington County Clerk

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into as of this 10 day of March, 2009, being the date the last parties hereto signs the Agreement, by and between the law enforcement agencies of the Washington County Sheriff's Office and Blair Police Department, in Washington County, Nebraska, of the State of Nebraska; herein collectively referred to as "Cooperating Agencies" or "Agencies."

WHEREAS, the Cooperating Agencies wish to implement to the extent hereafter provided the provisions of LB 254 passed by the 1994 Nebraska Legislature, codified as Sec. 29-215, R.R.S. Reissue 1994 (herein "Sec. 29-215) which became effective on February 28, 1994, so as to empower law enforcement officers ("Officers" as defined herein) of each of the Cooperating Agencies to exercise extraterritorial law enforcement authority, including arrest, within each of the other cooperating agencies, jurisdiction; and

WHEREAS, the Cooperating Agencies wish to provide for personnel backup and such other assistance as any of the parties may require in time of emergency or other time of need; and

WHEREAS, the Cooperating Agencies have common goals, staffing needs, training needs and other needs in common in the area of law enforcement, and the joint cooperation contemplated by this Agreement will allow the parties each to provide improved law enforcement services at less cost; and

WHEREAS, each of the Cooperating Agencies, as among themselves, wish to improve law enforcement services and implement, to the extent herein provided, the authority given by Sec. 29-215 to law enforcement officers of each of the Cooperating Agencies hereto to enforce the laws of this state and legal ordinances of Cooperating Agencies; and

WHEREAS, the Cooperating Agencies wish to formalize their understanding pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. § 13-801 et. seq., as amended (herein "Interlocal Cooperation Act").

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

- 1) Definitions: As used herein the following terms shall have the following meanings:
 - a) "Cooperating Agency" shall mean the board comprised of the Agency heads of the Coordinating Agencies, or their designees, who shall be responsible for administering this cooperative undertaking as provided for in Paragraph 14 hereof.
 - b) "Agency of Primary Jurisdiction" shall mean the Agency within which an arrest is being made, warrant served or other law enforcement activity is occurring.
 - c) "Cooperating Agencies" or "Agencies" shall mean the parties' signatory hereto and "Agency" shall mean any one of the Cooperating Agencies.

- d) “Host Cooperating Agency” shall mean an Agency of Primary Jurisdiction other than an Officer’s own Agency of regular employment.
 - e) “Officer” shall mean a duly sworn full-time or part-time or reserve deputy who is a paid law enforcement officer in the employ of a Cooperating Agency.
 - f) “Officer’s Primary Jurisdiction” shall mean the geographic area within the territorial limits (corporate limits) of the Agency, which regularly employs the Officer.
- 2) Authority. The authority for the Cooperating Agencies entering into this Agreement is that authority granted by law, including the general powers of the parties, the Nebraska Interlocal Cooperation Act, Article 8 Chapter 13, Neb. Rev. Stat. § 13-801 – 13-827 (1943) (Reissue 1991) and the authority granted under Sec. 29-215 enacted by the Nebraska Legislature in 1994 and Nebraska State Statute as codified.
- 3) Purpose. The purpose of this Agreement is to authorize the Officers of each Cooperating Agency to provide law enforcement services outside the limits of their respective primary jurisdictions as authorized by Subsection (2)(d) of Sec. 29-215 of Neb. Rev. Stat., and to improve law enforcement in each of the Cooperating Agencies and throughout the Agency areas through fuller authority and utilization of Officers throughout the Agency areas, through joint training of Officers, sharing of equipment, mutual assistance and the ability to staff Officers based upon the availability of assistance in time of need and to generally enhance the law enforcement capacities of the Cooperating Agencies at a reduced cost to the Agencies.
- 4) Certain Authority to Act beyond Primary Jurisdiction Independently Vested by Sec. 29-215. The parties recognize that by provisions of Sec. 29-215, their Officers are given power and authority to act beyond the Officers Primary Jurisdiction, independent and apart from this agreement in the following situations:
- a) If in a fresh attempt to apprehend a person suspected of committing a felony, Officers may follow such person into any jurisdiction in this State and there arrest and detain such person and return such person to the Officer’s primary Jurisdiction. (Sec. (2)(a) Sec. 29-215).
 - b) If in a fresh attempt to apprehend a person suspected of committing a misdemeanor or a traffic infraction, Officers may follow such person anywhere in an area within twenty-five miles of the boundaries of the Officers Primary Jurisdiction and there arrest and detain such person and return such person to the apprehending Officers Primary Jurisdiction. (Sec. (2)(b), Sec. 29-215)
 - c) The Officers shall have enforcement, arrest and detention authority when responding to a call in the local, state or federal area where the law enforcement officer is in need of assistance. Need of assistance being defined to mean:
 - i) A law enforcement officer whose life is in danger; or
 - ii) A law enforcement officer who needs assistance in making an arrest and the suspect (a) will not be apprehended unless immediately arrested, (b) may cause injury to himself or herself or others or damage property unless immediately arrested, or (c) may destroy or conceal evidence of the commission of a suspected crime or offense. (Sec. (2)(c) Sec. 29-215)

This Agreement is not intended nor shall it be construed to in any way limit the power and authority granted by the foregoing provisions of Sec. 29-215. Each of the Cooperating Agencies may individually impose in respect to its own Officers such conditions or limitations on the exercise of the foregoing powers by their own Officers as each Agency may choose not inconsistent with the terms hereof.

- 5) Following Suspects Across Jurisdictional Lines. The authority to follow suspects across jurisdictional lines is based upon direct legislative grant of power as contained in Subsections (2)(a) and (2)(b) of Sec. 29-215 and is not derived from nor does it flow from consent of the Cooperating Agencies to the exercise of such authority or provisions of this Agreement.

In respect to the following suspects across jurisdictional lines and related actions taken by Officers while within the jurisdiction the other host Cooperating Agency shall not be liable for death, bodily injury, property damage or personal injury including false arrest, caused by or resulting from such following or related actions, by such other non-host Cooperating Agency's Officer(s) and the Agency which employs the Officer(s) doing the following agrees, subject to the liability limits of the Political Subdivision Tort Claims Act, to indemnify and save harmless the Host Cooperating Agency from loss or liability caused by:

- (a) the negligence of such non-host Cooperating Agency Officer(s) doing the foregoing and following; or
 - (b) imposition of liability under Section 13-911 of the Nebraska revised statutes, as changed or amended from time to time, resulting from actions by such non-Host Cooperating Agency Officer(s) doing the foregoing and/or following or pursuing of a suspect in a Host Cooperating Agency.
- 6) Additional Authority Granted Pursuant to Interlocal Cooperation Act. Subject to the limitations hereinafter set forth in this Agreement, the Officers of each of the Agencies while in a Host Cooperating Agency shall have full law enforcement authority, including the authority to arrest and detain, in the following circumstances:
- a) The commission of a felony witnessed by the Officer.
 - b) The Officer is a witness to a criminal act or threatened criminal act, or a traffic infraction, whether or not constituting felonious conduct, where non-arrest poses immediate danger or threat to life or safety to the Officer or any other person or persons.
 - c) While engaged in or providing services under a mutual assistance request from a Host Cooperating Agency.
 - d) While serving regular shift duty or other period of duty within a Host Cooperating Agency that has requested Officer coverage or backup for such period of time.
 - e) While participating in investigate activity or other cooperative law enforcement activity authorized by this Agreement.
- 7) Host Cooperating Agency Prior Consent to Exercise Arrest Authority. Officers not in the Officer's Primary Jurisdiction and while in a Host Cooperating Agency may make arrests in the following situations without prior consent of the Host Cooperating Agency:
- a) In the case of commission of a felony witnessed by the officer; and
 - b) In the case of any criminal act, or threatened criminal act, or a traffic infraction, whether or not constituting felonious conduct, where non-arrest poses immediate danger or threat to life or safety to the Officer or any other person or persons.
 - c) when authorized by any provision of Sec. 29-215.

Except for arrests falling within the scope of Paragraph 6(d), 7(a) and 7(b) above, an Officer, prior to making an arrest in a Host Cooperating Agency, when not accompanied by an Officer of the Host Cooperating Agency, shall request the consent of the Host Cooperating Agency prior to making arrest. A supervisor or Senior Shift Officer of the Host Cooperating Agency on duty at the time shall advise as to whether the Host Cooperating Agency consents to or is withholding consent to the intended arrest, by the Officer at the scene. When feasible, the Host Cooperating Agency shall dispatch one of its own Officers to the scene to make the arrest. If the Officer at the

scene is advised that an Officer from the Host Cooperating Agency, or other law enforcement officer dispatched at the direction of the Host Cooperating Agency, has been dispatched to the scene, the Officer at the scene shall, if time and circumstances permit, delay arrest until such Host Cooperating Agency, or highway patrol officer arrives to make the arrest or to assist therein.

- 8) Mutual Assistance. Each of the Cooperating Agencies agrees to render law enforcement assistance to each of the Cooperating Agencies when such assistance is of an emergency nature or one of a non-emergency nature requiring backup or additional Officer force beyond that then available to the requesting Agency in accordance with the following provisions:

a) Requests for Assistance.

- 1) Emergency Situations. Requests by an Agency for assistance in emergency situations may be made by any of the following:

- b. the Mayor or Acting Mayor;
- c. Agency Administrator or Acting Agency Administrator;
- d. Agency Head or Acting Agency Head; or
- e. Supervisor or Senior Shift Officer; or
- f. County attorney serving as County Coroner-death investigator;

of the Agency requesting assistance. In situations posing any immediate threat to the life or safety of an Officer or other person, any Officer may himself or herself make such request.

- 2) Non-Emergency Situations. Requests for assistance in non-emergency situations may be made only by requesting Agency's Mayor, Agency Administrator, Agency head or other person within law enforcement department of command rank and who is expressly authorized by the requesting Agency to request aid in non-emergency situations and the County Attorney serving as County Coroner.

- b. No Liability for Failure to Respond. It is understood and agreed by all of the Cooperating Agencies that assistance is not assured or guaranteed to any Agency. Nor is there any understanding that all, or any, requests for assistance will be met. It is expressly agreed by and between all Agencies that any Agency to which a request is made, or which shall otherwise have knowledge of need of assistance in another Agency, shall have no liability whatsoever to the requesting Agency or any other Agency signatory hereto or to the Officers or employees of any Agency or to any third person whomsoever for failure for whatever reason to respond to, or delay in responding to, a call for assistance or for failure to communicate such call or any failure or delay. Each Agency covenants not to sue and agrees to save harmless each of the other Agencies for any claim or action based, in any manner, on a failure to respond in or to a request for assistance under this Agreement.

- c. Command at Scene of Assistance. The Cooperating Agency requesting assistance shall provide command at the scene for which assistance is requested and shall assume responsibility for action taken by Officer(s) of a responding Cooperating Agency.

- d. Procedures. Each Cooperating Agency may develop and effectuate procedures consistent with the mutual assistance provisions hereof.

- 9) Training. Each Cooperating Agency may determine what areas of law enforcement training, both general and specialized, may most efficiently be conducted in a cooperative effort among the Agencies and the method by which it is best accomplished.

The cost of training programs shall be borne among the Agencies in the ratio of the number of Officers from each Agency benefiting from such program. No Agency shall be liable for the cost of training in an amount in excess of the amount it shall have budgeted for such purpose.

- 10) Equipment. The Cooperating Agencies contemplate the possibility of each Agency purchasing some specialized equipment, which may be shared for joint use of the Agencies.

Procedures for acquisition of specialized equipment, which may be shared, may be developed by the Cooperating Agency and submitted to the respective governing bodies for approval.

- 11) Investigation. Each Cooperating Agency shall assist other Agencies requesting assistance in the investigation of persons within the limits of Primary Jurisdiction of the Cooperating Agency who are suspected by such Agency of committing or believed to have information concerning crimes or criminal activity occurring in such other Agency. When reasonably possible, a Host Cooperating Agency shall provide an Officer to personally accompany the Officer or Officers of another Agency during their investigation within the Host Cooperating Agency.
- 12) Officers Remain Employees of Own Agency. An Officer, while serving outside the Officer's Primary Jurisdiction shall at all times be considered and held as serving in the regular line of duty of the Agency which employs the officer as fully as if the Officer were serving within the limits of the Officers Primary Jurisdiction.
- 13) Disciplinary Procedures. Disciplinary action arising out of an Officer's conduct, actions, or omissions, whether occurring within or outside the Officer's Primary Jurisdiction, shall be handled by the Agency, which employs the Officer, that is, the Officer's Primary Jurisdiction.
- 14) Rules and Regulations. The parties recognize that the duties, work, skills and working conditions differ as between the smaller Agencies and the larger Agencies and that in many respects the work required of an Officer by the Agency of his or her Primary Jurisdiction is different from and is not comparable to that of and performed by Officers of other Agencies. While serving outside of their own Agency, officers serving pursuant to this Agreement shall conduct themselves in accordance with the general orders of the Officer's Primary Jurisdiction, except as may otherwise be agreed to by such Officer's Agency of Primary Jurisdiction and the Host Cooperating Agency in which the service is performed.
- 15) Liability Insurance. Each of the Cooperating Agencies agrees to be self-insured or to carry liability insurance written on an "occurrence" basis (as distinguished from "claims made" basis) covering all law enforcement personnel assigned by each Cooperating Agency under this Agreement and insuring against liability for bodily injury, personal injury (including false arrest) and property damage, in an amount not less than the maximum liability of agencies of the appropriate class for acts of its law enforcement personnel as from time to time established by the Legislature, said limit at date hereof being \$1,000,000 per person and \$5,000,000 per occurrence, as prescribed by Section 13-926 of the Nebraska Revised Statutes. Each Cooperating Agency's insurance or self-insurance shall cover acts and omissions of its Officers while performing services under this Agreement.
- 16) Public Information. To the extent that specific case information is to be made public, it shall be released to news media representatives by the Cooperating Agency originating the investigation through the office of the Agency head.
- 17) No Agency Relationship Created. This Agreement merely creates the framework for cooperation among the Cooperating Agencies for the purpose hereof, and there is no Cooperating Agency or instrumentality and no Agency relationship created hereby between the Cooperating Agencies or between any Agency's employee and any other Agency. The cooperative activity hereby established does not constitute an independent Agency or employer. This is a cooperative understanding between the Cooperating Agencies and Officer(s) while performing any services under this Agreement shall at times and for all purposes remain employees exclusively of the law

enforcement department of the Agency, which encompasses the Officer's Primary Jurisdiction and shall for no purpose be deemed to be an employee of any other Agency.

- 18) Interlocal Cooperation Act. This Cooperating Agreement is entered into between the parties pursuant to the Interlocal Cooperation Act of the State of Nebraska; and to the extent this Agreement shall be governed by the provisions of said Act, it shall be construed consistent with the objects to be accomplished pursuant to said Act. In this respect:
 - a) The duration of the Agreement shall be set forth in Paragraph 22 hereof.
 - b) There is no separate legal or administrative entity created hereby.
 - c) The purpose hereof is as stated in Paragraph 3.
 - d) The financing of this cooperative undertaking and the maintaining of a budget therefore shall be as set forth in Paragraph 13.
 - e) This Agreement may be partially or completely modified by the written consent of all parties hereto and may be terminated by mutual agreement of all parties or by any party as provided in Paragraph 22 hereof. The parties do not contemplate the joint acquisition (as distinguished from sharing) of any property for the purpose of implementing the purposes or provisions of this Agreement. Each of the Cooperating Agencies shall retain its own property in the event of termination.
 - f) Each of the Cooperating Agencies shall perform its respective powers and responsibilities herein provided for through their respective employees and governing bodies and customary procedures and the Cooperating Agency created hereby. Each Agency shall acquire, hold and dispose of personal property used by it in this cooperative undertaking in the manner provided by law but consistent with each Cooperating Agency's respective obligations in this cooperating undertaking.
- 19) Term of Agreement. This Agreement shall be effective on the first day of the calendar month next following the completion of implementing action by all Agencies as required by Paragraph 23.b hereof and shall continue in full force and effect until terminated by ordinance or resolution of the governing body of either Cooperating Agency, the effective date of which shall not be less than thirty (30) days following such terminating Cooperating Agency's written notice to the other Cooperating Agency.
- 20) Miscellaneous.
 - a) Other Agreements. Except as provided in Paragraph 22 hereof, the cooperative program hereby established is cumulative to and not in lieu of specific agreements heretofore or hereafter entered into between any of the Cooperating Agencies in respect to other aspects of public safety.
 - b) Implementing Action. Prior to the operative date of this Agreement, each Agency shall take formal action by ordinance or resolution of its governing body approving this Interlocal Cooperation Agreement. Each Agency shall furnish the other Agency executed copies of such authorizing action.
- 21) Mutual Non-Discrimination Clause. The Agencies shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws, local ordinances, because of race, color, sex, age, or disability, as recognized under 42 USCS 12101 et seq., political or religious opinions, affiliations, or national origin.
- 22) Original Agreement Superseded. This Agreement supersedes the original Interlocal Cooperation Agreement between the City of Blair and Washington County Sheriff's Office entered into on or about February 12, 1991, which original agreement shall terminate at such time as this Agreement becomes effective.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Agreement to be so executed by them and their duly authorized Officers on the day and year first above written.

March 10, 2009
Date

Duane Wilcox, Chairman Board of Supervisors
WASHINGTON COUNTY, NEBRASKA

ATTEST: Merry M. Truhlsen WASHINGTON COUNTY CLERK

The foregoing instrument was acknowledged before me by Duane Wilcox, Authorized Representative of Washington County on March 10, 2009.

Carol J Kuhr, Notary Public

At 11:00 a Public Hearing was held to discuss terminating the County Board of Health, consisting of the County Sheriff, County Clerk and County Attorney, as per Neb Rev Statute §71-1628. Motion by Thomsen and second by Quist to open public hearing. Vote- Aye: Thomsen, Clausen, Quist, Wilcox, Johnson, Abariotes and Hinline. Nay: None. Motion carried. Dep Co Atty Talbot said this Board was formed years ago and he knew of no instance where the Board has met or had a function. Talbot said the Sheriff still has the duty of Health Inspector. The County is a member of the Three Rivers Health Dept and they have procedures in place to handle situations where the public's health is concerned. There was no public comment. Motion by Clausen and second by Thomsen to close public hearing. Vote- Aye: Thomsen, Clausen, Quist, Wilcox, Johnson, Abariotes and Hinline. Nay: None. Motion carried. Motion by Abariotes and second by Clausen to terminate the County Board of Health, consisting of the County Sheriff, County Clerk and County Attorney. Vote- Aye: Thomsen, Clausen, Quist, Wilcox, Johnson, Abariotes and Hinline. Nay: None. Motion carried.

Next agenda item was a claim from Tom Cristo for damage done to his mother's house when Officers responded to an emergency call from a neighbor. Sheriff Robinson stated this incident occurred in March 2006. After knocking and trying to phone Mr. Cristo but getting no response to either, Officers pried the door open. Resident had gone to the hospital. Board requested Clerk contact Mr. Cristo to advise him this claim will be acted on at the March 24th meeting. Motion by Hinline second by Johnson to table action on this claim until the next Board meeting. Vote- Aye: Thomsen, Clausen, Quist, Wilcox, Johnson, Abariotes and Hinline. Nay: None. Motion carried.

Steven Mencke, Assessor, had quote from Chris Poulson for GIS work. Motion Quist second Clausen to approve quote from Chris Poulson of 96 hrs for \$4,032.00. Vote- Aye: Thomsen, Clausen, Quist, Wilcox, Johnson, Abariotes and Hinline. Nay: None. Motion carried.

At 11:37 the Board convened as Board of Equalization, see separate minutes. Board adjourned from BOE at 12:00 and reconvened in regular session. Board recessed for lunch.

The afternoon session started with Mitch McGowan being rescheduled for a later time and the approval of a liquor license for a reception to be held at Washington County Fairgrounds cancelled until a later date. Sheriff Mike Robinson, Deputy Scherer and Doug Cook were present.

Ken Mach, District Supervisor for the Dept of Motor Vehicles Examining Division, discussed the additional duties the Drivers License Examiners will have starting June 2009 and the need for more room to accommodate another person and more equipment. The Board recessed to go look at the available rooms. Board discussed having a contractor look at removing a wall containing a fireplace in the present room used by the drivers' license examiners. Building and grounds committee will report to the Board on March 24. Cook stated he would move items stored in the adjoining room.

Phil Brazelton, Communications Dept, discussed a \$900 claim to Emerson Network Power for a battery for their equipment. Brazelton will look into a service contract.

Mitch McGowan was present, along with Sheriff Robinson and Deputy Scherer to discuss back taxes on a mobile home at McGowan's Mobile Home Park. Chairman stated in order to start the proceedings, the Sheriff needs to return the distress warrant to the Treasurer, stating it is uncollectible, and start the process for a tax sale. Robinson wanted to make sure if the trailer is seized for a tax sale, and the price of the trailer at the tax sale is not enough to pay the back taxes, that the County has a plan on how to proceed. Hinline made a motion to have McGowan pay for the publication costs for the Sheriff's sale and have County accept whatever is bid on the trailer house as full payment of the taxes owed to the County, subject to review by Co Atty's office. Clausen seconded the motion. County Attorney's office was consulted, after which it was determined that the first step, having the latest distress warrant turned over to the Treasurer, has not been done. Clausen withdrew his second, motion failed. Motion by Clausen second by Thomsen to table action on this for two weeks until the Sheriff's Office has returned the distress warrant to County Treasurer. Vote- Aye: Thomsen, Clausen, Quist, Wilcox, Johnson, Abariotes and Hinline. Nay: None. Motion carried.

There were no comments from the public.

Claims were received and reviewed, following which it was moved by Abariotes and seconded by Hinline that the following claims be allowed and Clerk ordered to issue warrants on the various funds for the same. Vote- Aye: Thomsen, Clausen, Quist, Wilcox, Johnson, Abariotes and Hinline. Nay: None. Motion carried.

GENERAL FUND

EMPLOYEES	Payroll	131,860.54
AMERITAS LIFE INS CORP	Retirement	9,121.44
FT DEARBORN LIFE INS	Insurance	32.80
FT DEARBORN LIFE INS	Insurance	242.58
UNITED HEALTHCARE INS CORP	Insurance	34,865.07
WASHINGTON COUNTY BANK	FICA	9,284.98
WASHINGTON COUNTY BANK	Insurance	5,998.50
ABE'S TRASH SERVICE INC	Serv	158.97
ADAMSON INDUSTRIES CORP	Equip	717.80
AMSAN	Supplies	14.00
ATS "THE BEEPER PEOPLE"	Serv	242.83
BLAIR BOOK & SUPPLY CO	Supplies	928.21
BLAIR TELEPHONE CO	Serv	1,918.94
LORI BLUME	Crt Reporter	60.00
CARNES PAINT & DECORATING	Supplies	110.22
CITY OF BLAIR	Serv,Animal Ctrl	770.83
CITY OF FORT CALHOUN	March Lease	50.00
KENT CLAUSEN	Reimb Mileage	254.23
COPIERS COPIERS COPIERS	Serv	479.00
CSI DIVISION	Serv	25.00
DODGE COUNTY SHERIFF	Serv	11.96
DOUGLAS COUNTY SHERIFF	Serv	35.80
ENTERPRISE PUBLISHING CO INC	Notices & Min	558.56
KAY ERWIN	Pt Time	36.00
FAIRWAY OIL COMPANY	Fuel	209.29
FIRST NATIONAL BANK VISA	Supplies	50.75
FIRST NATIONAL BANK VISA	Seminar & Furniture	1,350.86
FIRST NATIONAL BANK VISA	Serv	10.00
FIRST NATIONAL BANK VISA	Equip	120.17
FIRST NATIONAL BANK VISA	Seminar & Shipping	363.29
FIRST NATIONAL BANK VISA	Jan & Feb Online	158.00
FIRST NATIONAL BANK VISA	Seminar	53.61
FIRST NATIONAL BANK VISA	Seminar	40.90

FORNOFF & SCHUTT PC	Crt Appt Attny	1,239.00
HALL LAW OFFICES, PC LLO	Crt Appt Attny	720.00
HEARTLAND GLASS INC	Equip	225.00
HOLIDAY INN - KEARNEY	Board Workshop	461.17
JOHNSON & MOCK, ATTORNEYS AT LAW	Crt Appt Attny	1,578.00
MARY ALICE JOHNSON	Reimb Mileage	273.35
JUDT ELECTRIC	Supplies	98.03
STEPHEN J KRAVIEC PC LLO	Child Support Enf	1,434.71
MATTHEW BENDER & CO INC	Supplies	49.30
LYNN PEAVEY COMPANY	Supplies	508.85
MARASCO LAW OFFICE PC LLO	Crt Appt Attny	372.00
MEMORIAL COMMUNITY HOSPITAL	Serv	89.60
MILLER ELECTRIC COMPANY	Serv	210.00
JANICE MILLER	Pt Time	36.00
MIPS INC	Network Support	989.11
NACO	BOE Seminar	60.00
NEBRASKA IAI	Dues	25.00
OFFICE DEPOT CREDIT PLAN	Supplies	56.37
OFFICE EQUIPMENT FINANCE SERVICES	Copier	370.29
OFFICE NET	Supplies	889.10
OFFICE WAREHOUSE	Supplies	545.82
OLSON & STEWART CONSTRUCTION	Snow Removal	700.00
OMAHA PUBLIC POWER DISTRICT	Serv	5,515.03
ORTMEIER'S TV & APPLIANCE INC	Supplies	330.40
PERSONALIZED COMPUTER SERVICES	Serv	117.95
POSTMASTER	Stamps	202.00
POSTMASTER	Permit & Stamps	876.29
CALVIN POULSEN	Serv	1,974.00
QUILL CORPORATION	Equip	83.76
RELIABLE OFFICE SUPPLIES	Supplies	59.28
REYZLIK ACE HARDWARE	Supplies	98.42
KRIS ROBINSON	Reimb Mileage	718.30
MARSHA RUWE	April Rent	40.00
SARPY COUNTY SHERIFF	Serv	21.59
SECRETARY OF STATE	Elec Supplies	4.00
SID DILLON CHEV-OLDS-PONT, INC	Serv	263.60
STAPLES CREDIT PLAN	Supplies	278.16
STATE OF NEBR, AS CENTRAL FINANCE	Network	1,216.00
THE CLEANER CO	Supplies	222.93
ULTRA CAR WASH	Serv	200.00
UNITED STATES POSTAL SERVICE	Postage	1,500.00
UNIV OF NE DEPT OF AGRONOMY &	Hand Book	50.00
VERIZON WIRELESS	Serv	60.07
VILLAGE OF ARLINGTON	March Lease	69.50
WASHINGTON COUNTY BANK	Dodge Pymt	3,125.19
WASHINGTON COUNTY COURT	Crt Costs	880.00
WASHINGTON COUNTY SHERIFF	Child Support Enf	65.00
WASHINGTON COUNTY SHERIFF	Feb Fees	1,081.50
WASHINGTON COUNTY TREASURER	Supplies	18.55
WEST PAYMENT CENTER	Supplies	25.00
DUANE WILCOX	Reimb Mileage	244.15
ROAD FUND		
EMPLOYEES	Payroll	39,274.40
AMERITAS LIFE INS CORP	Retirement	2,651.00
FT DEARBORN LIFE INS	Insurance	56.29
FT DEARBORN LIFE INS	Insurance	26.89

UNITED HEALTHCARE INS CORP	Insurance	7,948.57
WASHINGTON COUNTY BANK	FICA	2,851.00
WASHINGTON COUNTY BANK	Insurance	1,567.50
ABE'S TRASH SERVICE INC	Serv	55.00
ALLTEL	Serv	128.91
ANDY'S MOW TOWN INC	Serv	39.59
B'S ENTERPRISE INC	Blades	2,436.00
BADGER BODY EQUIPMENT COMPANY	Tool Box	337.26
BI-STATE MOTOR PARTS INC	Parts	575.71
BLAIR BOOK & SUPPLY CO	Supplies	303.65
BLAIR TELEPHONE CO	Serv	66.95
CALHOUN OIL COMPANY	Fuel	1,312.41
CATERPILLAR FINANCIAL SERVICES CORP	Scraper Pymt	4,157.65
CJ'S TREE SERVICE	Equip Rental	1,406.25
CLYDE'S REPAIR	Serv	172.50
CMA TRUCKING	Equip Rental	251.80
CNH CAPITAL	Parts	300.81
COUNTRY TIRE SERVICE CENTER	Parts	19.00
FAIRWAY OIL COMPANY	Oil	54.00
HAGERBAUMER BROS INC	Equip Rental	1,767.24
HI-LINE ELECTRICAL & MECHANICAL	Supplies	305.56
HOTSY EQUIPMENT COMPANY INC	Parts	215.15
KELLY RYAN EQUIPMENT COMPANY INC	Parts	439.28
LYMAN-RICHEY SAND & GRAVEL COMPANY	Gravel	1,847.30
MAX I WALKER	Serv	202.89
NEBRASKA IOWA SUPPLY COMPANY	Fuel	915.03
NEBRASKA SALT & GRAIN COMPANY	Ice Control	2,687.63
O'REILLY AUTOMOTIVE INC	Parts	95.48
OFFICE NET	Supplies	139.90
OMAHA PUBLIC POWER DISTRICT	Serv	618.84
ORTMEIER'S TV & APPLIANCE INC	Supplies	45.93
PAMIDA INC	Supplies	16.98
POUNDS PRINTING INC	Supplies	291.00
POWERPLAN	Parts	71.30
REYZLIK ACE HARDWARE	Supplies	40.43
RICH'S WELDING, INC	Supplies	5.90
SAPP BROS PETROLEUM, INC	Fuel	1,494.16
SE SMITH & SONS	Supplies	36.55
STALP GRAVEL COMPANY	Gravel & Rental	7,980.59
STERN OIL CO INC	Oil	4,086.00
THE CURE, INC	Supplies	62.96
THERMO KING CHRISTENSEN	Tools	190.00
UNITED STATES POSTAL SERVICE	Postage	300.00
WOODHOUSE FORD INC	Serv	448.68
COUNTY BUILDING FUND		
BALDWIN'S FLOORING AMERICA	LEC Carpet	14,201.55
FIRST NATIONAL BANK VISA	Supplies	25.21
FIRST NATIONAL BANK VISA	Paint	152.72
COMPUTER FUND		
PERSONALIZED COMPUTER SERVICES	Serv	127.50
WEED FUND		
EMPLOYEES	Payroll	1,552.00
AMERITAS LIFE INS CORP	Retirement	104.76
FT DEARBORN LIFE INS	Insurance	1.97
FT DEARBORN LIFE INS	Insurance	2.60
UNITED HEALTHCARE INS CORP	Insurance	33.22

WASHINGTON COUNTY BANK	FICA	118.58
MAX I WALKER	Serv	37.50
QUALITY INN & SUITES NORTH PLATTE	Workshop	194.31
E 911 FUND		
BLAIR TELEPHONE CO	Serv	819.18
EMERSON NETWORK POWER	Nfinity Battery	900.00
Q WEST	Serv	1,318.82

There being no further business to come before the Board at this time, it was moved by Clausen and seconded by Hinline that the meeting be adjourned until the next regular Board meeting date, March 24, 2009. Vote-Aye: Thomsen, Clausen, Quist, Wilcox, Johnson, Abariotes and Hinline. Nay: None Chairman declared meeting adjourned.

Attest:
Merry M Truhlsen
Washington County Clerk

Duane Wilcox, Chairman
Washington County Board of Supervisors

I, Merry M Truhlsen, County Clerk, in and for Washington County, Blair, Nebraska, do hereby certify that the foregoing proceedings took place during the Mar 10th meeting of the Washington County Board of Supervisors

Merry M Truhlsen
Washington County Clerk