



# Saline County Board of Commissioners

## Meeting Agenda

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### AGENDA

#### SALINE COUNTY BOARD OF COMMISSIONERS

#### SALINE COUNTY COURTHOUSE

#### Wilber, NE

#### 9:30 AM

#### **DATE: July 18, 2023**

This agenda is kept on a daily basis and may change from day to day as requests come in to the County Clerk's office. Requests to be on the agenda must be in the County Clerk's office 24 hours prior to the start of the meeting as stated above. This agenda is considered current on the day of the meeting and cannot be changed or altered except for an emergency.

**The Board reserves the right to go into executive session if such session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual.**

#### **ROLL CALL**

#### **APPROVAL OF AGENDA**

#### **APPROVAL OF MINUTES OF THE PREVIOUS MEETING**

**CITIZENS FORUM - In compliance with the Open Meetings Act and Saline County Resolution #2023-34 a rule of five (5) minutes per person to speak has been established.**

#### **CORRESPONDENCE**

#### **REPORT OF OFFICIALS**

#### **BUSINESS FOR ACTION**

10:00 Carmen Hinman, Hope Crisis Center - annual report and request for funds

10:15 Bryce Horak, Saline County Ag Society/Fair Board

10:45 Discuss/Approve 2022 Distress Warrant Report

11:00 John Cannon, NACO

Discuss/Approve Nebraska Auditor of Public Accounts Agreement

Discuss/Approve Saline County Treasurer's Semi-Annual Statement

Review - Treasurer Investment Report

Review - Pledged Collateral Report

Delinquent Tax List of Taxes Not Sold at last Treasurer's Public Tax Sale

Discuss/Approve Clerk fees for June 2023 \$21,947.00

Discuss/Approve the June 2023 Sheriff's Fees in the amount of \$3,497.75.

Discuss/Approve Clerk of District Court the June 2023 Fees in the amount of \$19,791.02.

Discuss/Approve the Flex Plan Administration Contract

Discuss/Approve a new checking account with First State Bank for the Flex Spending monies. Signers to be Dee Drake, Jamie Woltemath and Diann Nettifee

Approve the Implementation of a Clerk WebGIS Tab Contract with gWorks

Discuss/Approve designating the State Print Shop as the designated printing service for the LB644 postcards for Saline County

Discuss/approve conditional use application to obtain a Federal Firearms License at 9-6-2. (Jason Kotas)

Public Hearing for Conditional Use permit application for obtaining a Federal Firearms License at 9-6-2 (Jason Kotas)

Approve the Appointment of Diann Nettifee to the County Clerk position

Discuss/Approve the removal of Anita Bartels as a signer from the Imprest Checking #XXX.620 and the Clerk's Checking Account # XXX.494

Discuss/Approve the signers of the Clerk's Checking Account #XXX494 - Diann Nettifee, Dee Drake and Jamie Woltemath

Discuss/Approve the signers of the Imprest Checking Account #XXX.620 - Phil Hardenburger, Stephanie Krivohlavek, Diann Nettifee and Dee Drake

Discuss/Approve County Court surplus of items that are old, non-functional, or have been replaced. 5- Wastebaskets 3-Calculators 4 Desk Fans and miscellaneous small office supplies

Discuss/Approve the surplus of two parking barriers and a Rubbermaid cabinet from the Saline County Maintenance Inventory

Discuss/Approve the surplus of CLK127 Kodak Scanmate i940, CLK09 Dell 5200 Printer, CLK129 Cordless Mouse, CLK132 Dell Precision 3420 Computer, CLK134 Antique Chair, CLK136 HP Elitebook Laptop, Model 650 Ballot Scanner (returned to the State), Two OKI 520 Printers (returned to the State) and 13 Automarks (returned to the State) and removal from the Clerk's Inventory

Discuss/Approve the surplus of Fourteen (14) Fitbit 3, Vending Machine, Treadmill and TV to be removed from the Wellness Inventory

Discuss/Approve the surplus of two (2) Logitech mouse/keyboard combos, two (2) Lufkin 100' measuring tapes, one (1) 200' Lufkin measuring tape, Canon P1011-D calculator, two (2) Dell monitors, Dell speakers and mouse, Dell Optiplex 9020 Mini Tower and Savin MP C3002 Multiuse Copier to removed from the Assessor's inventory

Discuss/Approve the surplus and removal from the Clerk of the District Court Inventory, one 72 X 30 computer table from the Bailiff's office and one Canon P1011-D calculator from the District Judge's office.

Discuss/Approve the surplus and removal of a Hon Office Chair, Hon Task Chair and Monroe Pro Calculator from the Saline County Treasurer Inventory.

Discuss/Approve Emergency Management Wages

### **RESOLUTIONS TO TRANSFER FUNDS**

Discuss/Approve Resolution #2023-39, transferring \$700 from Inheritance Fund #2700 to #2516 Juvenile Services Aid Program, to be reimbursed when funds become available.

Discuss/Approve Resolution #2023-38, transferring \$271.56 from #2516 Juvenile Services Aid Program to #2330 Juvenile Diversion, in accordance with Journal Entry #23060025, dated June 30, 2023

### **HIGHWAY SUPERINTENDENT - ROAD AND BRIDGE MATTERS**

Discuss and Approve/Disapprove request to occupy Right of Way for Tallgrass Energy in Section 36-T5N-R3E.

Discuss and Approve/Disapprove request to occupy Right of Way for Unite Private Networks in Section 10-T7N-R4E.

Discuss and Approve/Disapprove request to occupy Right of Way for Windstream Nebraska, LLC (Work Order #71503009802005-PR-16037)\_

Accept and Award Gravel bids that were opened at the June 20, 2023 meeting.

Accept and Award Crushed Rock bids that were opened at the June 20, 2023 meeting.

### **CLAIMS APPROVAL**

### **11:30 COUNTY GENERAL ASSISTANCE AND CLOSED SESSION MATTERS**

### **ADJOURNMENT**

## 2022 DISTRESS WARRANTS

Wrt #	Name	Date Paid	Taxes Owed	Amount Collected	Disposition
1	Alvarez/Miguel A	6/1/2023	\$355.53	\$383.10	PD to Treasurer
2	Alvarado/Mirna Clarivel Morales	12/30/2022	\$576.02	\$588.43	PD to Treasurer
3	Alvarez/Miguel	6/20/2023	\$81.79	\$88.54	PD to Treasurer
4	Alvarez/Miguel	7/5/2023	\$61.76	\$67.15	PD to Treasurer
5	Artisan Mark % Elayne Woods	11/2/2022	\$231.65	\$231.73	PD to Treasurer
6	Corkle/ William J	11/17/2022	\$752.11	\$756.23	PD to Treasurer
7	Corkle/ William J	11/17/2022	\$2,074.05	\$2,085.43	PD to Treasurer
8	Eastside Bar & Grill	11/4/2022	\$76.85	\$76.93	PD to Treasurer
9	Franco/Oscar	6/7/2023	\$91.49	\$98.63	PD to Treasurer
10	Garcia/Dely Castillo	6/7/2023	\$61.66	\$62.42	PD to Treasurer
11	Garcia/Pascual Bautista	11/14/2022	\$282.93	\$284.27	PD to Treasurer
12	Glam Rivival Salon & Spa	11/9/2022	\$11.99	\$12.02	PD to Treasurer
13	Golden Rock Wind LLC		\$72.78		Out of Jurisdiction
14	Lothrop/John & Tiffany	2/21/2023	\$211.83	\$220.64	PD to Treasurer
15	Lucas/Juana Lucas	11/14/2022	\$104.53	\$105.03	PD to Treasurer
16	Macdonald/Paul & Sandra		\$274.31		Out of Jurisdiction
17	Mach/Greg	11/16/2022	\$1,227.21	\$1,233.94	PD to Treasurer
18	Paul/Rodd A	12/10/2022	\$31.20	\$31.20	PD to Sheriff
19	Prachell, Robert & Barbara		\$4,941.87		Making Payments
20	Rodas/Robin Roberto	11/7/2022	\$80.14	\$80.30	PD to Treasurer
21	Salcido/Emma Margari Gonzalez	4/12/2023	\$190.59	\$201.78	PD to Treasurer
22	Salgado Valle/Luis F	11/2/2022	\$107.70	\$107.74	PD to Treasurer
23	Tercero-Sanchez/Sebastian	12/14/2022	\$224.90	\$228.42	PD to Treasurer
24	Torres/Claudia	1/26/2023	\$230.55	\$237.75	PD to Treasurer
25	Vasquez/Jorge Guajardo	12/13/2022	\$91.80	\$93.18	PD to Treasurer
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36					<b>APPROVED</b>
37					This <u>11</u> Day of <u>July</u> 20 <u>23</u>
38					<b>COUNTY BOARD</b>
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41					_____ Chairman
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## NEBRASKA AUDITOR OF PUBLIC ACCOUNTS

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Mike Foley  
State Auditor

Mike.Foley@nebraska.gov  
PO Box 98917  
State Capitol, Suite 2303  
Lincoln, Nebraska 68509  
402-471-2111, FAX 402-471-3301  
auditors.nebraska.gov

June 30, 2023

Saline County Board  
204 South High Street  
Wilber, NE 68465

County Board Members:

We are pleased to confirm our understanding of the services we are to provide Saline County for the fiscal year ended June 30, 2023.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Saline County as of and for the fiscal year ended June 30, 2023.

We have also been engaged to report on supplementary information that accompanies Saline County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Combining non-major fund financial statement
- 2) Budgetary comparison information
- 3) Schedule of office activity
- 4) Schedule of taxes certified and collected
- 5) Schedule of Expenditures of Federal Awards, if applicable

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the cash basis of accounting, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also includes reporting on:

- 1) Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*.

- 2) Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) *Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), if applicable.

### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, as applicable, and will include tests of your accounting records, a determination of major programs in accordance with the Uniform Guidance, if applicable, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit, if applicable. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards, as applicable.

We have identified the following significant risks of material misstatement in our prior year audit that we believe to still be relevant. Audit planning for the fiscal year ended June 30, 2023, has not concluded and modifications may be made during those procedures.

- 1) An overall lack of segregation of duties exists in the various county offices.
- 2) County personnel are not familiar with the financial statement format or footnotes.

Our audit of the financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

If applicable, as required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance, if applicable.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Saline County's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

If applicable, the Uniform Guidance requires that we also plan and perform the Single audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that

could have a direct and material effect on each of Saline County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to the audit. The purpose of these procedures will be to express an opinion on Saline County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, the schedule of expenditures of federal awards, if applicable, and associated notes of Saline County in conformity with the cash basis of accounting and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, the schedule of expenditures of federal awards, and associated notes as previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements, schedule of expenditures of federal awards, and related notes, and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, if applicable, and all accompanying information in conformity with the cash basis of accounting with the oversight of those charged with governance; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for including all informative disclosures that are appropriate for the cash basis of accounting. Those disclosures will include (1) a description of the cash basis of accounting, including a summary of significant accounting policies, and how the cash basis of accounting differs from GAAP, (2) informative disclosures similar to those required by GAAP, and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, if applicable, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel,

accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, if applicable; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements, schedule of expenditures of federal awards, federal award programs, compliance with laws, regulations, contracts, and grant agreements, and related matters as applicable.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan, if applicable.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date of the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with the cash basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the cash basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the cash basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period

(or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Should the County wish to include the financial statements in a document offering securities and our report thereon in a public offering that is exempt from registration under the Securities Act of 1933 at some future date, we will consider agreeing to the inclusion of our report at that time. The County agrees that our written consent must be obtained prior to inclusion of our report in such offering document. Such consent will not be unreasonably withheld. We would perform procedures as we consider necessary in the circumstances to provide a reasonable basis for our consent on the use of our report and other such procedures as would be agreed upon with specified parties. With regard to an exempt offering document with which we are not involved, you agree to clearly indicate in the exempt offering document that we are not involved with the contents of such offering document. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the electronic site with the original document.

#### **Engagement Administration, Fees, and Other**

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

ShareFile is used solely as a method of exchanging information and is not intended to store Saline County's information. Upon completion of the engagement, data and other content will become unavailable to us within one year.

At the conclusion of the engagement, if applicable, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. It is management's responsibility to ensure the accuracy of the Data Collection Form. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide a copy of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulations, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of the Auditor of Public Accounts (APA) and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and

appropriate individuals will be made available upon request and in a timely manner to your designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purpose of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of APA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the County or any relevant oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of key personnel. We will plan the engagement based on the assumption that the County will cooperate and provide assistance by performing tasks such as providing financial statements, footnotes, schedules, and supplemental information required to meet the requirements of GASB Statement 34 and all other applicable GASB statements. In addition, the County agrees to provide documentation of any new policies or processes established as a result of any new GASB Statements implemented for fiscal year ending June 30, 2023. If these requirements are not met, the APA will meet with the County to discuss the process necessary to complete the financial statements in compliance with all applicable GASB statements. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may result in a delay in the issuance or modification to our audit reports.

Craig Kubicek, CPA, is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for services will be in accordance with the contract signed by the County Board.

### **Reporting**

We will issue written reports upon completion of our audit of Saline County's financial statements and Single Audit, if required. Our reports will be addressed to the County Board of Saline County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance, if applicable, will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Certain provisions of the Uniform Guidance allow a granting agency to request that a specific program be selected as a major program provided that the federal granting agency is willing to pay the incremental audit cost arising from such selection. The County agrees to notify the APA of any such request by a granting agency and to work with the APA to modify the terms of this letter as necessary to accommodate such requests. We understand no requests have been made for fiscal year ended June 30, 2023.

Upon completion of the in-house review, the APA will provide the County with a draft copy of the audit report. The County will then be given ten calendar days in which to offer the APA written responses to any of the findings contained therein. This is done in compliance with GAGAS 6.57, which states, "Auditors should obtain and report the views of responsible officials of the audited entity concerning the findings, conclusions, and recommendations in the audit report, as well as any planned corrective actions."

As permitted under GAGAS 6.60, if the entity either fails or chooses not to offer the APA written responses to any of the findings contained in the examination report within the ten calendar days provided, the APA will "issue the report without receiving comments from the audited entity."

Any written comments provided by the entity should be kept to a reasonable length, preferably no more than five sentences each. If a written comment received meets that criterion, the APA will include it verbatim in the report. Any written comment that exceeds the specified length will be summarized in the auditor's report by the APA, as permitted under GAGAS 6.58. Per GAGAS 6.59, if the APA disagrees with any written comment received, the APA will explain in the report the reasons for the disagreement. If, in the APA's opinion, any written comment is found to be "valid and supported by sufficient, appropriate evidence," the APA will modify the report as necessary.

We believe this letter accurately summarizes the significant terms of our engagement and look forward to working with you. The most recent peer review for our office was issued August 12, 2022, and expressed a peer review rating of pass. A copy of this peer review report is available on our website at [www.auditors.nebrasaka.gov](http://www.auditors.nebrasaka.gov).

If you have any questions or feel this letter does not represent your understanding of our agreement, please feel free to call us at (402) 471-2111.

Sincerely,



Craig Kubicek, CPA, CFE  
Deputy State Auditor

This letter correctly sets forth our understanding:

Acknowledged:

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County Board

Date: \_\_\_\_\_

**SALINE COUNTY TREASURER'S SEMI-ANNUAL STATEMENT  
JANUARY 1, 2023 THROUGH JUNE 30, 2023**

<b>FUND</b>	<b>BEGINNING BALANCE</b>	<b>COLLECTIONS</b>	<b>DISBURSEMENTS</b>	<b>FUND TRANSFERS</b>	<b>ENDING BALANCE</b>
COUNTY FUNDS	\$ 11,762,952.40	\$ 8,680,006.46	\$ (8,539,860.45)		\$ 11,903,098.41
STATE FUNDS	321,916.17	2,268,181.27	(2,232,852.97)		357,244.47
SCHOOL DISTRICTS	3,662,918.34	13,998,871.60	(17,186,664.85)		475,125.09
ESUS	59,472.12	206,574.08	(260,255.06)		5,791.14
SECC	358,919.34	1,246,565.01	(1,570,661.90)		34,822.45
NRDS	114,692.80	405,212.86	(508,422.87)		11,482.79
FIRE DISTRICTS	55,525.74	184,529.06	(234,091.77)		5,963.03
HOSPITAL DISTRICT	33,009.06	82,290.96	(112,750.91)		2,549.11
CITIES	266,488.81	1,946,253.46	(2,146,055.75)		66,686.52
AG SOCIETY	17,725.35	61,658.24	(77,658.83)		1,724.76
HISTORICAL SOCIETY	4,197.67	14,601.64	(18,391.47)		407.84
AIRPORT	237.97	360.21	(594.23)		3.95
HOLDING FUNDS	4,799.82	3,541,238.69	(3,542,789.98)		3,248.53
<b>TOTALS</b>	<u>\$ 16,662,855.59</u>	<u>\$ 32,636,343.54</u>	<u>\$ (36,431,051.04)</u>		<u>\$ 12,868,148.09</u>
INVESTMENTS	\$ 12,815,266.68				
CASH	<u>52,881.41</u>				
<b>BALANCE JUNE 30, 2023</b>	<u>\$ 12,868,148.09</u>				



I, DEBBIE SPANYERS, TREASURER OF SALINE COUNTY, DO  
HEREBY CERTIFY THIS STATEMENT TO BE CORRECT.

*Debbie Spanyers*  
DEBBIE SPANYERS, SALINE COUNTY TREASURER

THE COUNTY CLERK OF SALINE COUNTY, HAS CERTIFIED THERE TO BE NO UNPAID  
CLAIMS AS OF JUNE 30, 2023.

1-Jul-23						
<u>Depository</u>	<u>Cert. #</u>	<u>Amount</u>	<u>Issue Date</u>	<u>Term</u>	<u>Interest Rate</u>	<u>Matures</u>
Citizens State Bank	110301574	50,000.00	08/09/22	13 mo.	1.65	09/09/23
Citizens State Bank	110301572	250,000.00	08/09/22	13 mo.	1.65	09/09/23
Citizens State Bank	110206	75,000.00	03/18/23	19 mo.	4.15	10/18/24
City Bank & Trust Co.	252324	100,000.00	06/20/23	5 mo.	4.95	11/20/23
City Bank & Trust Co.	251937	150,000.00	03/31/23	9 mo.	4.14	12/31/23
City Bank & Trust Co.	251887	200,000.00	03/17/23	9 mo.	4.14	12/17/23
City Bank & Trust Co.	251662	500,000.00	12/09/21	24 mo.	0.45	12/09/23
First State Bank	910300537	500,000.00	01/16/14	24 mo.	0.50	01/16/24
First State Bank	888102565	100,015.62	11/23/22	11 mo.	2.97	10/23/23
First State Bank	....2019	100,000.00	06/07/22	22 mo.	2.00	04/07/24
First Tri-County Bank	4897	100,000.00	01/02/00	15 mo.	0.20	10/02/23
First Tri-County Bank	6793	100,000.00	03/17/11	24 mo.	3.25	03/17/25
First Tri-County Bank	6602	50,000.00	12/15/09	15 mo.	0.20	09/15/23
Pinnacle Bank	500004752	150,000.00	02/28/11	12 mo.	4.70	06/08/24
Pinnacle Bank	500005454	1,000,000.00	08/14/15	12 mo.	1.00	08/14/23
Pinnacle Bank	500005453	1,000,000.00	08/14/15	12 mo.	1.00	08/14/23
Pinnacle Bank	500005918	575,000.00	02/10/20	24 mo.	0.55	02/10/24
Pinnacle Bank	500000653	500,000.00	12/10/21	24 mo.	0.55	12/10/23
Union Bank & Trust	958687	195,000.00	03/30/23	13 mo.	4.15	04/30/24
Union Bank & Trust	566946	50,000.00	12/04/17 Remade 12/13/22	13 mo.	3.80	01/03/24
<b>TOTAL</b>		<b>5,745,015.62</b>		<b>Average</b>	<b>2.30%</b>	

Certificates	\$5,745,015.62
First State Bank - Money Market Account #771-764	0.00
Farmers & Merchants Bank - Money Market Account #800-821	100,000.00
First State Bank - Now & ICS Accounts #722-462	1,385,920.67
Farmers & Merchants Bank - Now Account #200-063	58,339.29
First State Bank - 911 Fund - Account #770-906	143,245.58
NPAIT - Account #126508-001	3,785,000.00
NPAIT - Account #23223-401 - American Rescue Plan Act	1,597,745.52
Cash	<u>52,881.41</u>
<b>TOTAL AS OF JUNE 30, 2023</b>	<b>\$12,868,148.09</b>

Jan. 1, 2023

**FIRST STATE BANK NEBRASKA**  
Bank Pledged Collateral Activity

<u>Security Description</u>	<u>Par Value</u>	<u>Custody Receipt #</u>	<u>Date Pledged</u>	<u>Market Value When Pledged</u>	<u>Market Value as of 01-01-23</u>	<u>Market Value as of 04-01-23</u>	<u>Market Value as of 07-01-23</u>	<u>Date Released</u>
Federal Farm Credit Bank Due 3/15/29 Commerce Bank	1,000,000.00 1.55000%	3133EMSX1	6/11/2021		845,258.64	848,001.11	847,558.10	
Papillion-LaVista NE SD Due 12/01/33 Commerce Bank	195,000.00 2.0080%	698873H33	5/31/2022		149,280.30	152,279.40	152,254.05	
Saline County NE Due 12/15/30 Cornerstone Bank	195,000.00 1.7500%	79517KDR3	7/1/2022		176,958.60	180,289.20	176,993.70	

**FARMERS & MERCHANTS - WILBER**

**Bank Pledged Collateral Activity**

<u>Security Description</u>	<u>Par Value</u>	<u>Custody Receipt #</u>	<u>Date Pledged</u>	<u>Market Value When Pledged</u>	<u>Market Value as of 01-01-23</u>	<u>Market Value as of 04-01-23</u>	<u>Market Value as of 07-01-23</u>	<u>Date Released</u>
Douglas Cnty NE San & Impt Dist. GO Due 6/15/31 First Nat. Bank Omaha	100,000.00 3.60%	25928NEH4	3/6/2020		93,819.00	94,493.00	94,189.00	
NE Edl Facs Fing Coop No Due 12/15/2037 First Nat. Bank Omaha	285,000.00 3.40%	63967TAW5	4/13/2020		265,865.10	275,740.35	269,521.65	

**CITY BANK & TRUST COMPANY**

**Bank Pledged Collateral Activity**

<u>Security Description</u>	<u>Par Value</u>	<u>Custody Receipt #</u>	<u>Date Pledged</u>	<u>Market Value When Pledged</u>	<u>Market Value as of 01-01-23</u>	<u>Market Value as of 04-01-23</u>	<u>Market Value as of 07-01-23</u>	<u>Date Released</u>
U.S. Treasury Notes Due 04/30/2025 First National Bank OMA	250,000.00 0.3750%	912828ZL7	10/4/2022		\$228,595.00			1/17/23
U.S. Treasury Notes Due 11/15/2024 First National Bank Omaha	500,000.00 0.7500%	91282CDH1	12/8/2021		\$467,110.00	473,380.00	470,920.00	
U.S. Treasury Note Due 09/30/2023 First National Bank OMA	500,000.00 1.375%	912828T26	1/12/23	487,910.00		491,640.00	494,900.00	

**FIRST TRI-COUNTY BANK**  
**Bank Pledged Collateral Activity**

<u>Security Description</u>	<u>Par Value</u>	<u>Custody Receipt #</u>	<u>Date Pledged</u>	<u>Market Value When Pledged</u>	<u>Market Value as of 01-01-23</u>	<u>Market Value as of 04-01-23</u>	<u>Market Value as of 07-01-23</u>	<u>Date Released</u>
US Treas Notes Exp. 08/31/2025 First National Bank Omaha	5,000.00 2.75%	9128284Z0	3/27/2023	5,000.00		5,000.00	4,807.61	

**CITIZENS STATE BANK**  
**Bank Pledged Collateral Activity**

<u>Security Description</u>	<u>Par Value</u>	<u>Custody Receipt #</u>	<u>Date Pledged</u>	<u>Market Value When Pledged</u>	<u>Market Value as of 01-01-23</u>	<u>Market Value as of 04-01-23</u>	<u>Market Value as of 07-01-23</u>	<u>Date Released</u>
Laurel NE Rural Fire Prot'n DI Due 12/15/32 First Nat. Bank OMA	140,000.00 1.55%	518845AC6	9/10/2020		111,878.20	116,751.60	113,985.20	
Belden NEB Rural Fire Dist Due 11/15/24 First National Bank OMA	15,000.00 2.50%	077460AH6	3/4/2022		14,857.80	14,913.15	14,774.70	
Plattsmouth NEB Go Ref Bds Due 12/01/2031 First National Bank OMA	15,000.00 2.20%	728092HK6	6/10/2022		13,671.15	14,171.55	13,811.25	

**PINNACLE BANK**  
Bank Pledged Collateral Activity

<u>Security Description</u>	<u>Par Value</u>	<u>Custody Receipt #</u>	<u>Date Pledged</u>	<u>Market Value When Pledged</u>	<u>Market Value as of 01-01-23</u>	<u>Market Value as of 04-01-23</u>	<u>Market Value as of 07-01-23</u>	<u>Date Released</u>
Ceresco NE GO Var Purp Bonds Exp. 12/15/23 First National Bank OMA	130,000.00 2.05%	166908DW2	6/7/2019		127,734.10	128,763.70	128,676.60	
FHLMC REMIC SERIES K-PLB Exp. 05/25/25 First Nat. Bank Omaha	550,000.00 2.77%	3137BJQ71	12/4/2019	)				
FHLMC REMIC SERIES K-PLB Exp. 05/25/25 First Nat. Bank Omaha	450,000.00 2.77%	3137BJQ71	12/4/2019	)	955,809.99	964,279.99	956,149.99	
Polk Cnty NE LTD Tax Rd Bds 2020 Exp. 12/15/2025 First Nat. Bank Omaha	680,000.00 1.45%	731299BT9	7/6/2020	)	633,780.40	643,042.00	634,378.80	
Douglas Cnty NE Sch Dist No 0 Taxable GO Pub Ref Bds 2020 Exp. 6/15/2027 First Nat. Bank Omaha	460,000.00 1.522%	259327R55	7/6/2020	)	399,206.40	409,745.00	407,877.40	
Platte Cnty NE Sch Dist No 00 GO Bldg Bds 2020 Exp. 12/15/2026 First Nat. Bank Omaha	340,000.00 2.00%	72778PCL5	7/6/2020	)	326,736.60	332,550.60	325,740.40	

**PINNACLE BANK**  
Bank Pledged Collateral Activity

<u>Security Description</u>	<u>Par Value</u>	<u>Custody Receipt #</u>	<u>Date Pledged</u>	<u>Market Value When Pledged</u>	<u>Market Value as of 01-01-23</u>	<u>Market Value as of 04-01-23</u>	<u>Market Value as of 07-01-23</u>	<u>Date Released</u>
Waverly NE Combined Util Rev Exp. 06/15/2026 First National Bank Omaha	210,000.00 0.80%	943781BW3	12/7/2021		\$187,735.80	191,646.00	188,941.20	
Kearney Neb. Ref Safety Equip Tax 2020B Exp. 12/15/2024 First National Bank Omaha	115,000.00 1.05%	4868905J1	12/7/2021		\$108,342.65	109,576.60	109,136.15	
Humphrey Neb Go Various Purp Bnds Exp. 06/15/2025 First National Bank Omaha	185,000.00 1.10%	445483DZ0	12/7/2021		\$173,814.90	175,875.80	174,238.55	
Osceola NE Hwy Exp. 09/15/2028 First National Bank Omaha	110,000.00 2.00%	688072JC2	5/2/2022		\$102,388.00	105,227.10	102,877.50	
Polk Cnty Neb Sch Dist No 032 Exp. 12/15/2028 First National Bank Omaha	260,000.00 1.10%	731307DR2	7/1/2022		\$224,060.20	231,358.40	226,701.80	
Neligh Neb Go Exp 06/15/28 First National Bank Omaha	135,000.00 1.55%	640272LB4	7/1/2022		\$119,728.80	123,183.45		6/16/23
Holt Cnty Neb Sch Dist No. 29 Exp. 12/15/2024 First National Bank Omaha	185,000.00 3.00%	436536BU9	7/1/2022		\$184,691.05	185,516.15	183,677.25	
Aurora NE Hwy Alloc. Fd. Pledge 2020 Exp. 06/15/2027 First National Bank Omaha	125,000.00 1.00%	051879HX5	7/1/2022		\$110,276.25	113,062.50	111,115.00	

# **SALINE COUNTY TREASURER**

***Debbie Spanyers***

204 S High Street  
PO Box 865  
Wilber, NE 68465  
Ph: (402) 821-2375 Fax: (402) 821-3372  
salinetreas@diodecom.net

TO: SALINE COUNTY BOARD OF COMMISSIONERS

FROM: SALINE COUNTY TREASURER  
DEBBIE SPANYERS

DATE: JUNE 22, 2023

RE: DELINQUENT TAX LIST

In accordance with Section 77-1918 of the Revised Statutes of Nebraska, please find attached the report of all taxes that have been advertised and which remain unpaid. Said listed taxes, were not sold for want of bidders at the last annual tax sale held March 6, 2023. This list was compiled from the real estate records and special tax ledgers of the Saline County Treasurer's Office.

DIST.	PARCEL	LEGAL	NAME	UNPAID PRINCIPAL	YEAR(S) UNPAID
15	760028931	FRIEND CITY LOTS 199-200	COOK/EVAN & SHANNON	914.16	1/2 '19-'20-'21
10	760023999	WILBER CITY WILBER'S FIRST ADDITION LOT 4 BLK. 4	PLOUZEK/NORMAN E & HELEN J	500.19	2015 thru 2021
5	760146610	CRETE CITY LTS. 8-10 BLK. 54	LOPEZ/CARMELO	446.60	All '20-'21
20	760036209	DEWITT VILLAGE LOTS 890-891-892	MIHM/KEVIN F & MELISSA A	435.48	2016 thru 2021
60	760133271	CRETE PRCT IMPROVEMENTS ON LEASED LAND-CABIN #72 BLUE RIVER LODGE SEC.16-8-4	JONES/PAULA J	415.98	All '19 thru '21
35	760047014	TOBIAS VILLAGE 3RD ADDITION TO TOBIAS LOTS 7-8 BLK 9	JONES/DANIEL & CLARA	368.20	2017 thru 2021
15	760060436	FRIEND PRCT PT NE NE 1/4 (TRACT 145' X 157.5') SEC 22-8-1 ICL	TIMMERMAN/DEBORAH A	364.26	All '21
220	760135339	DEWITT PRCT IMPROVEMENTS ON LEASED LAND-ELEVATOR SEC. 13-5-4	DAVENPORT GRAIN CO	320.22	2017 thru 2019
9601	760029083	FRIEND CITY W 43' OF N 1/2 OF LOT 217	COLLIER/CHANTEL	312.18	All '21
20	760035997	DEWITT VILLAGE ALL OF LOT 695 & E 1/2 OF LOT 696	OROSCO/EIMAN	309.36	2017 thru 2021
35	760132380	TOBIAS VILLAGE IMPROVEMENTS ON LEASED LAND-BLDG IN TOBIAS VILLAGE.SEC. 8-5-1	BRAKHAGE/ALICE J	275.82	All '19-'20-'21
49	760044120	WESTERN VILLAGE WEST WESTERN ADDITION LOTS 1-2-3-4-5 BLK. 2	KENNEDY/J W	263.96	All '21
15	760031703	FRIEND CITY R S BENTLEY'S ADDITION LOT 98	LINCOLN TELEPHONE & /THE	222.90	1/2 '20 -21
25	760040346	DORCHESTER VILLAGE LOTS 1049-1050	GODOY/JOSE MANUEL	207.88	All '21
5	760147743	CRETE CITY DAUGHERTY'S ADDITION S 18' OF LOT 3, BLK. 9	BROADFOOT/JESSICA & JARED	191.81	1/2 '19-'20-'21
15	760147054	FRIEND CITY LOT 17 & N 25' OF LOT 18	SNIDER/JOSEPH M & LINDA M	170.76	2018 thru 2021
20	760035148	DEWITT VILLAGE LOT 451	BREWER/TREY	170.48	2018 thru 2021
5	760146020	CRETE CITY LOT 16 BLK. 88	MENDEZ/NAYELI LUNA	166.82	All '21
15	760028958	FRIEND CITY LOT 201	GUERRA/OLGA	158.46	All '21
47	760042578	WESTERN VILLAGE N 3' OF LOT 14 & ALL OF LOTS 15-16 BLK 12	JORDAN/AMANDA R	143.52	All '21
47	760042802	WESTERN VILLAGE BLOCK 16 LOTS 1 - 3	NASH/RICHARD	140.00	All '21
5	760002118	CRETE CITY LOT 10 & SOUTH 10' OF LOT 11 BLK. 43	MEYERS/JAMES C	133.86	All '21
49	760041849	WESTERN VILLAGE LOTS 8-9 BLK 2	MILLER/JOYCE	109.70	2016 thru 2021
5	760140235	CRETE CITY MUFF 2ND ADDITION LOT 4	MATEO/MATIAS LOPEZ	109.43	1/2 '19-'20-'21
20	760036713	DEWITT VILLAGE LOT 1000	BRUMBACK/MARGARET	99.80	All '21
15	760028583	FRIEND CITY LOT 143-144	NSN GEIS, LLC	89.00	All '21
35	760045275	TOBIAS VILLAGE 1ST ADDITION TO TOBIAS LOT 3 BLK 1	BONILLA/FERNANDO	88.86	All '21
5	760001766	CRETE CITY PART OF LOT 2 BLK. 33	ANDERSEN/GARY R	69.72	All '21
35	760146190	TOBIAS VILLAGE PT SW 1/4 NE 1/4 (PREV STATION GROUND) SEC 8-5-1 .46 ACRE	BARTELS/WILLARD W	51.24	2017 thru 2021
20	760036721	DEWITT VILLAGE LOT 1001	BRUMBACK/JEFF & MARGARET	40.06	All '21
49	760042012	WESTERN VILLAGE W 1/2 OF LOTS 10-11-12 BLK 6	PETERSON/KRISTINA M	32.74	2018 thru 2021
35	760046654	TOBIAS VILLAGE 2ND ADDITION LOTS 1-2 BLK 16	BARTELS/WILLARD & JUDY	22.34	2018 thru 2021
10	760148038	WILBER CITY N. 69' OF THE W. 1.08' OF LOT 45 & N. 69' OF THE E 4.92' OF LOT 46	SEYFERT/AUSTIN R & GRACE S	20.20	1/2 '20-'21
35	760146966	TOBIAS VILLAGE 2ND ADDITION LOT 10 BLK 8	TORRES/JUDITH	14.08	2017 thru 2021
35	760045917	TOBIAS VILLAGE 1ST ADDITION TO TOBIAS LOT 1 BLK 2	BONILLA/CERVANTES	11.14	2018 thru 2021
35	760132399	TOBIAS VILLAGE IMPROVEMENTS ON LEASED LAND-SCALE & SCALE HOUSE SEC. 8-5-1	BRAKHAGE/ALICE J	10.74	2016 thru 2021
35	760045607	TOBIAS VILLAGE LOT 7 BLK 7	ENDORF/EVELYN E & BRUCE A	3.14	All '21
35	760045186	TOBIAS VILLAGE LOT 4 BLK 1	ENDORF/EVELYN E & BRUCE A	2.62	All '21
35	760144432	TOBIAS VILLAGE LOT 3 BLK 1	BONILLA/FERNANDO	2.62	All '21
35	760145666	TOBIAS VILLAGE 1ST ADDITION TO TOBIAS LOT 2 BLK 1	BONILLA/FERNANDO	2.62	All '21
				7,412.95	

# Saline County Clerk

## REPORT OF FEES

### June 2023

Copies & Handling Fees	\$	134.00
Emailing Fees	\$	39.00
Phone & Written Searches	\$	-
Maps	\$	-
Tax Liens (Federal & State)	\$	-
Marriage Licenses	\$	200.00
Election, voter registration lists, etc.	\$	-
Real Estate	\$	5,482.00
Documentary Stamp Tax	\$	16,092.00
<b>TOTAL</b>	<u>\$</u>	<u>21,947.00</u>

**Approved**

This **11th** day of July, 2023

**County Board**

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**Saline Civil Account**  
**Transactions by Account**  
 As of June 30, 2023

JUL 15 2023

11:50 AM  
 07/05/23  
 Accrual Basis

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>200 · Due to County Treasurer</b>							4,211.80
<b>201 · Writ Fees</b>							1,449.00
Check	06/01/2023	10058	Saline County Treasurer	May 2023 Sherif...	100 · Ca...	-1,449.00	0.00
Invoice	06/01/2023	238-76	Vinci law Office, LLC - Operating Acct	Writ Fees-Peeai...	120 · A/R	6.00	6.00
Invoice	06/01/2023	238-71	Mandarich Law Group LLP	Writ Fees-Juan ...	120 · A/R	18.00	24.00
Invoice	06/01/2023	238-77	Rausch Sturm LLP	Writ Fees-Jorge ...	120 · A/R	6.00	30.00
Invoice	06/01/2023	238-87	Gurstel Law Firm, PC	Writ Fees-Kathr...	120 · A/R	18.00	48.00
Invoice	06/01/2023	238-66	Messerli & Kramer PA	Writ Fees-Luis B...	120 · A/R	18.00	66.00
Invoice	06/01/2023	238-67	Messerli & Kramer PA	Writ Fees-Mardi...	120 · A/R	6.00	72.00
Invoice	06/01/2023	238-75	Mandarich Law Group LLP	Writ Fees-Veron...	120 · A/R	6.00	78.00
Invoice	06/01/2023	239-15	Collection Agency, LLC	Writ Fees-Maria ...	120 · A/R	18.00	96.00
Invoice	06/01/2023	239-18	Credit Bureau Services, Inc	Writ Fees-Christ...	120 · A/R	18.00	114.00
Invoice	06/01/2023	238-69	State	Writ Fees-Melvi...	120 · A/R	18.00	132.00
Invoice	06/01/2023	238-70	State	Writ Fees-Melvi...	120 · A/R	18.00	150.00
Invoice	06/01/2023	238-93	State	Writ Fees-Undre...	120 · A/R	6.00	156.00
Invoice	06/02/2023	238-89	Messerli & Kramer PA	Writ Fees-Dimitr...	120 · A/R	6.00	162.00
Invoice	06/02/2023	239-16	Collection Agency, LLC	Writ Fees-Charl...	120 · A/R	18.00	180.00
Invoice	06/05/2023	238-72	Pottawaltamie County Auditor	Writ Fees-Ashle...	120 · A/R	6.00	186.00
Invoice	06/05/2023	238-73	State	Writ Fees-Juren...	120 · A/R	6.00	192.00
Invoice	06/06/2023	238-80	National Account Systems of Omaha, ...	Writ Fees-Magar...	120 · A/R	18.00	210.00
Invoice	06/06/2023	238-78	Collection Agency, LLC	Writ Fees-Chet ...	120 · A/R	27.00	237.00
Invoice	06/06/2023	238-79	Collection Agency, LLC	Writ Fees-Alex L...	120 · A/R	18.00	255.00
Invoice	06/06/2023	239-17	Collection Agency, LLC	Writ Fees-Eric C...	120 · A/R	18.00	273.00
Invoice	06/06/2023	238-88	State	Writ Fees-Jorge ...	120 · A/R	18.00	291.00
Invoice	06/07/2023	238-81	State	Writ Fees-Barry ...	120 · A/R	18.00	309.00
Invoice	06/07/2023	238-83	State	Writ Fees-Jose ...	120 · A/R	18.00	327.00
Invoice	06/07/2023	238-84	State	Writ Fees-Judy ...	120 · A/R	18.00	345.00
Invoice	06/07/2023	238-85	State	Writ Fees-Billy ...	120 · A/R	6.00	351.00
Invoice	06/08/2023	238-91	Credit Management	Writ Fees-Kevin ...	120 · A/R	18.00	369.00
Invoice	06/08/2023	238-90	James A Cada	Writ Fees-Jami ...	120 · A/R	18.00	387.00
Invoice	06/08/2023	238-92	James A Cada	Writ Fees-Bryan...	120 · A/R	27.00	414.00
Invoice	06/08/2023	238-82	State	Writ Fees-Ramo...	120 · A/R	6.00	420.00
Invoice	06/11/2023	238-100	Erickson Law, LLC	Writ Fees-Savan...	120 · A/R	18.00	438.00
Invoice	06/12/2023	238-95	Messerli & Kramer PA	Writ Fees-Maggi...	120 · A/R	6.00	444.00
Invoice	06/13/2023	238-94	The Collection Analyst, Inc	Writ Fees-Josefi...	120 · A/R	18.00	462.00
Invoice	06/13/2023	238-96	Credit Management	Writ Fees-Carrie...	120 · A/R	18.00	480.00
Invoice	06/13/2023	238-99	Credit Management	Writ Fees-Blanc...	120 · A/R	18.00	498.00
Invoice	06/13/2023	239-01	Credit Management	Writ Fees-Anab...	120 · A/R	6.00	504.00
Invoice	06/13/2023	238-97	Collection Agency, LLC	Writ Fees-Ambe...	120 · A/R	18.00	522.00
Invoice	06/13/2023	238-98	Collection Agency, LLC	Writ Fees-Sandr...	120 · A/R	18.00	540.00
Invoice	06/13/2023	239-04	Credit Management	Writ Fees-Rosa ...	120 · A/R	18.00	558.00
Invoice	06/13/2023	239-10	State	Writ Fees-Jose ...	120 · A/R	18.00	576.00
Invoice	06/13/2023	239-11	State	Writ Fees-Melvi...	120 · A/R	18.00	594.00
Invoice	06/13/2023	239-12	State	Writ Fees-Melvi...	120 · A/R	18.00	612.00

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 07/05/23  
 Accrual Basis

**Saline Civil Account**  
**Transactions by Account**  
 As of June 30, 2023

Type	Date	Num	Name	Memo	Split	Amount	Balance
Invoice	06/14/2023	239-03	Young Williams, PC	Writ Fees-Cody ...	120 · A/R	18.00	630.00
Invoice	06/14/2023	239-02	Collection Agency, LLC	Writ Fees-Cork ...	120 · A/R	6.00	636.00
Invoice	06/14/2023	239-08	State	Writ Fees-Alex ...	120 · A/R	18.00	654.00
Invoice	06/14/2023	239-09	State	Writ Fees-Micha...	120 · A/R	18.00	672.00
Invoice	06/15/2023	238-86	Gurstel Law Firm, PC	Writ Fees-Guille...	120 · A/R	18.00	690.00
Invoice	06/15/2023	239-06	Credit Management	Writ Fees-Terri ...	120 · A/R	18.00	708.00
Invoice	06/15/2023	239-05	Gropp Law and Mediation LLC	Writ Fees-Jodi ...	120 · A/R	18.00	726.00
Invoice	06/15/2023	239-07	James A Cada	Writ Fees-Tama...	120 · A/R	27.00	753.00
Invoice	06/20/2023	239-14	Dean J Jungers, Attorney at Law	Writ Fees-Jack ...	120 · A/R	6.00	759.00
Invoice	06/20/2023	239-24	BQ & Associates, PC, LLO	Writ Fees-Nicole...	120 · A/R	18.00	777.00
Invoice	06/20/2023	239-13	State	Writ Fees-Alexa...	120 · A/R	18.00	795.00
Invoice	06/21/2023	239-19	James A Cada	Writ Fees-Casey...	120 · A/R	27.00	822.00
Invoice	06/21/2023	239-20	James A Cada	Writ Fees-Richa...	120 · A/R	18.00	840.00
Invoice	06/21/2023	239-21	James A Cada	Writ Fees-Jeffre...	120 · A/R	27.00	867.00
Invoice	06/21/2023	239-22	James A Cada	Writ Fees-Annet...	120 · A/R	9.00	876.00
Invoice	06/21/2023	239-27	State	Writ Fees-Maka...	120 · A/R	6.00	882.00
Invoice	06/22/2023	239-23	State	Writ Fees-Jose ...	120 · A/R	18.00	900.00
Invoice	06/23/2023	239-25	State	Writ Fees-Chris ...	120 · A/R	18.00	918.00
Invoice	06/26/2023	239-26	AR Solutions Inc	Writ Fees-Justin...	120 · A/R	6.00	924.00
Invoice	06/26/2023	239-28	Credit Management	Writ Fees-Cody ...	120 · A/R	18.00	942.00
Invoice	06/26/2023	239-29	Credit Management	Writ Fees-Lisa ...	120 · A/R	18.00	960.00
Invoice	06/26/2023	239-34	State	Writ Fees-Eima...	120 · A/R	18.00	978.00
Invoice	06/26/2023	239-35	State	Writ Fees-Eima...	120 · A/R	18.00	996.00
Invoice	06/26/2023	239-36	State	Writ Fees-Eima...	120 · A/R	18.00	1,014.00
Invoice	06/26/2023	239-37	State	Writ Fees-Eima...	120 · A/R	18.00	1,032.00
Invoice	06/27/2023	239-33	State	Writ Fees-Billy ...	120 · A/R	18.00	1,050.00
Invoice	06/28/2023	239-30	Collection Agency, LLC	Writ Fees-Richa...	120 · A/R	27.00	1,077.00
Invoice	06/28/2023	239-41	Collection Agency, LLC	Writ Fees-Jame...	120 · A/R	6.00	1,083.00
Invoice	06/28/2023	239-31	State	Writ Fees-Micha...	120 · A/R	6.00	1,089.00
Invoice	06/28/2023	239-32	State	Writ Fees-BJ Rice	120 · A/R	18.00	1,107.00
Invoice	06/28/2023	239-38	State	Writ Fees-Rhett ...	120 · A/R	18.00	1,125.00
Invoice	06/28/2023	239-39	State	Writ Fees-Jacob...	120 · A/R	18.00	1,143.00
Invoice	06/29/2023	239-42	Kalkwarf & Smith Law Offices, LLC	Writ Fees-Josep...	120 · A/R	27.00	1,170.00
Invoice	06/30/2023	239-40	State	Writ Fees-Jose ...	120 · A/R	18.00	1,188.00
Total 201 · Writ Fees						-261.00	1,188.00

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Accrual Basis

## Saline Civil Account Transactions by Account

As of June 30, 2023

Type	Date	Num	Name	Memo	Split	Amount	Balance
							1,922.80
<b>202 · Mileage</b>							
Check	06/01/2023	10058	Saline County Treasurer	May 2023 Sherif...	100 · Ca...	-1,922.80	0.00
Invoice	06/01/2023	238-76	Vinci law Office, LLC - Operating Acct	Mileage-Peeair ...	120 · A/R	13.92	13.92
Invoice	06/01/2023	238-71	Mandarich Law Group LLP	Mileage-Juan To...	120 · A/R	13.92	27.84
Invoice	06/01/2023	238-77	Rausch Sturm LLP	Mileage-Jorge P...	120 · A/R	16.94	44.78
Invoice	06/01/2023	238-87	Gurstel Law Firm, PC	Mileage-Kathryn...	120 · A/R	0.61	45.39
Invoice	06/01/2023	238-66	Messerli & Kramer PA	Mileage-Luis Bla...	120 · A/R	13.92	59.31
Invoice	06/01/2023	238-67	Messerli & Kramer PA	Mileage-Mardiel ...	120 · A/R	13.92	73.23
Invoice	06/01/2023	238-75	Mandarich Law Group LLP	Mileage-Veronic...	120 · A/R	19.97	93.20
Invoice	06/01/2023	239-15	Collection Agency, LLC	Mileage-Maria C...	120 · A/R	15.13	108.33
Invoice	06/01/2023	239-18	Credit Bureau Services, Inc	Mileage-Christin...	120 · A/R	44.77	153.10
Invoice	06/01/2023	238-69	State	Mileage-Melvin J...	120 · A/R	7.26	160.36
Invoice	06/01/2023	238-70	State	Mileage-Melvin j...	120 · A/R	7.26	167.62
Invoice	06/01/2023	238-93	State	Mileage-Undreia...	120 · A/R	0.00	167.62
Invoice	06/02/2023	238-89	Messerli & Kramer PA	Mileage-Dimitri L...	120 · A/R	13.92	181.54
Invoice	06/02/2023	239-16	Collection Agency, LLC	Mileage-Charles...	120 · A/R	0.61	182.15
Invoice	06/05/2023	238-72	Pottawattamie County Auditor	Mileage-Ashley ...	120 · A/R	0.61	182.76
Invoice	06/05/2023	238-73	State	Mileage-Jurenal ...	120 · A/R	16.94	199.70
Invoice	06/06/2023	238-80	National Account Systems of Omaha, ...	Mileage-Margarit...	120 · A/R	14.52	214.22
Invoice	06/06/2023	238-78	Collection Agency, LLC	Mileage-Chet/Jill...	120 · A/R	35.09	249.31
Invoice	06/06/2023	238-79	Collection Agency, LLC	Mileage-Ashley ...	120 · A/R	14.52	263.83
Invoice	06/06/2023	239-17	Collection Agency, LLC	Mileage-Eric Chab	120 · A/R	7.87	271.70
Invoice	06/06/2023	238-88	State	Mileage-Jorge V...	120 · A/R	93.00	364.70
Invoice	06/07/2023	238-81	State	Mileage-Barry S...	120 · A/R	0.61	365.31
Invoice	06/07/2023	238-83	State	Mileage-Jose Ju...	120 · A/R	14.52	379.83
Invoice	06/07/2023	238-84	State	Mileage-Judy Sk...	120 · A/R	14.52	394.35
Invoice	06/07/2023	238-85	State	Mileage-Billy Wa...	120 · A/R	13.92	408.27
Invoice	06/08/2023	238-91	Credit Management	Mileage-Kevin M...	120 · A/R	14.52	422.79
Invoice	06/08/2023	238-90	James A Cada	Mileage-Jami Sk...	120 · A/R	13.92	436.71
Invoice	06/08/2023	238-92	James A Cada	Mileage-Bryan/...	120 · A/R	21.18	457.89
Invoice	06/08/2023	238-82	State	Mileage-Ramon ...	120 · A/R	0.00	457.89
Invoice	06/11/2023	238-100	Erickson Law, LLC	Mileage-Savann...	120 · A/R	14.52	472.41
Invoice	06/12/2023	238-95	Messerli & Kramer PA	Mileage-Maggi ...	120 · A/R	14.52	486.93
Invoice	06/13/2023	238-94	The Collection Analyst, Inc	Mileage-Josefin...	120 · A/R	14.52	501.45
Invoice	06/13/2023	238-96	Credit Management	Mileage-Carrie A...	120 · A/R	19.97	521.42
Invoice	06/13/2023	238-99	Credit Management	Mileage-Bianca ...	120 · A/R	13.92	535.34
Invoice	06/13/2023	239-01	Credit Management	Mileage-Anabel ...	120 · A/R	13.92	549.26
Invoice	06/13/2023	238-97	Collection Agency, LLC	Mileage-Amber ...	120 · A/R	7.87	557.13
Invoice	06/13/2023	238-98	Collection Agency, LLC	Mileage-Sandra ...	120 · A/R	0.61	557.74
Invoice	06/13/2023	239-04	Credit Management	Mileage-Rosa D...	120 · A/R	19.97	577.71
Invoice	06/13/2023	239-10	State	Mileage-Jose Ju...	120 · A/R	117.00	694.71
Invoice	06/13/2023	239-11	State	Mileage-Melvin J...	120 · A/R	60.00	754.71
Invoice	06/13/2023	239-12	State	Mileage-Melvin J...	120 · A/R	60.00	814.71
Invoice	06/14/2023	239-03	Young Williams, PC	Mileage-Cody Ti...	120 · A/R	8.47	823.18

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Accrual Basis

**Saline Civil Account  
Transactions by Account**

As of June 30, 2023

Type	Date	Num	Name	Memo	Split	Amount	Balance
Invoice	06/14/2023	239-02	Collection Agency, LLC	Mileage-Cork Ty...	120 · A/R	15.13	838.31
Invoice	06/14/2023	239-08	State	Mileage-alex Re...	120 · A/R	44.00	882.31
Invoice	06/14/2023	239-09	State	Mileage-Michael...	120 · A/R	44.00	926.31
Invoice	06/15/2023	238-86	Gurstel Law Firm, PC	Mileage-Guiller...	120 · A/R	13.92	940.23
Invoice	06/15/2023	239-06	Credit Management	Mileage-Terri W...	120 · A/R	15.73	955.96
Invoice	06/15/2023	239-05	Gropp Law and Mediation LLC	Mileage-Jodi Re...	120 · A/R	24.81	980.77
Invoice	06/15/2023	239-07	James A Cada	Mileage-Tamarr...	120 · A/R	14.52	995.29
Invoice	06/20/2023	239-14	Dean J Jungers, Attorney at Law	Mileage-Jcak Wi...	120 · A/R	14.52	1,009.81
Invoice	06/20/2023	239-24	BQ & Associates, PC, LLO	Mileage-Nicole ...	120 · A/R	31.46	1,041.27
Invoice	06/20/2023	239-13	State	Mileage-Alexand...	120 · A/R	0.00	1,041.27
Invoice	06/21/2023	239-19	James A Cada	Mileage-Casey/...	120 · A/R	0.61	1,041.88
Invoice	06/21/2023	239-20	James A Cada	Mileage-Richard...	120 · A/R	13.92	1,055.80
Invoice	06/21/2023	239-21	James A Cada	Jeffrey/Terra Pa...	120 · A/R	13.92	1,069.72
Invoice	06/21/2023	239-22	James A Cada	Mileage-Annette...	120 · A/R	0.00	1,069.72
Invoice	06/21/2023	239-27	State	Mileage-Makayl...	120 · A/R	14.52	1,084.24
Invoice	06/22/2023	239-23	State	Mileage-Jose Ju...	120 · A/R	15.13	1,099.37
Invoice	06/23/2023	239-25	State	Mileage-Chris D...	120 · A/R	8.47	1,107.84
Invoice	06/26/2023	239-26	AR Solutions Inc	Mileage-Justin C...	120 · A/R	13.92	1,121.76
Invoice	06/26/2023	239-28	Credit Management	Mileage-Cody G...	120 · A/R	32.67	1,154.43
Invoice	06/26/2023	239-29	Credit Management	Mileage-Lisa Ro...	120 · A/R	19.97	1,174.40
Invoice	06/26/2023	239-34	State	Mileage-Eiman ...	120 · A/R	3.63	1,178.03
Invoice	06/26/2023	239-35	State	Mileage-Eiman ...	120 · A/R	3.63	1,181.66
Invoice	06/26/2023	239-36	State	Mileage-Eiman ...	120 · A/R	3.63	1,185.29
Invoice	06/26/2023	239-37	State	Mileage-Eiman ...	120 · A/R	3.63	1,188.92
Invoice	06/27/2023	239-33	State	Mileage-billy Wa...	120 · A/R	88.00	1,276.92
Invoice	06/28/2023	239-30	Collection Agency, LLC	Mileage-Richard...	120 · A/R	13.92	1,290.84
Invoice	06/28/2023	239-41	Collection Agency, LLC	Mileage-James ...	120 · A/R	0.00	1,290.84
Invoice	06/28/2023	239-31	State	Mileage-Michael...	120 · A/R	0.00	1,290.84
Invoice	06/28/2023	239-32	State	Mileage-BJ Rice	120 · A/R	234.00	1,524.84
Invoice	06/28/2023	239-38	State	Mileage-Rhett P...	120 · A/R	15.13	1,539.97
Invoice	06/28/2023	239-39	State	Mileage-Jacob C...	120 · A/R	30.25	1,570.22
Invoice	06/29/2023	239-42	Kalkwarf & Smith Law Offices, LLC	Mileage-Joseph ...	120 · A/R	0.61	1,570.83
Invoice	06/30/2023	239-40	State	Mileage-Jose Ju...	120 · A/R	13.92	1,584.75
Total 202 · Mileage						-338.05	1,584.75
<b>203 · Vehicle Inspections</b>							780.00
General ...	06/01/2023	217			-SPLIT-	-780.00	0.00
Sales Re...	06/30/2023	June 2023	Saline County Treasurer	Title Inspections...	160 · On...	640.00	640.00
Total 203 · Vehicle Inspections						-140.00	640.00

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Accrual Basis

Saline Civil Account  
Transactions by Account  
As of June 30, 2023

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>204 · Gun Permits</b>							60.00
General ...	06/01/2023	217				-60.00	0.00
Sales Re...	06/30/2023	June 2023	Saline County Treasurer	Gun Permits-75...	203 · Ve... 160 · On...	85.00	85.00
Total 204 · Gun Permits						25.00	85.00
<b>208 · Miscellaneous</b>							0.00
Total 208 · Miscellaneous							0.00
Total 200 · Due to County Treasurer						-714.05	3,497.75
<b>TOTAL</b>						<b>-714.05</b>	<b>3,497.75</b>

Writ fees - \$1,188.00  
Mileage - \$1,584.75  
Vehicle Inspections - \$640.00  
Gun Permits - \$85.00  

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\$3,497.75

Saline County Board  
Monthly Fees/Fines Report  
From 06/01/2023 to 06/30/2023

Account Description	Total Amount
Petition	140.00
Automation Fee	40.00
Probation Fee (Monthly)	275.00
NSC Education Fee	5.00
Dispute Resolution Fee	3.75
Indigent Defense Fee	15.00
Uniform Data Analysis Fee	5.00
Dissolution Fee	75.00
Parenting Act Fund	250.00
J.R.F.	45.00
Filing Fee-JRF	35.00
Legal Aid/Services Fund	30.00
Legal Aid/Services Fund	31.25
Seal Cert/Auth Copies	1.00
Comp Rec/Records Management Fe	60.00
Photocopy Fees	19.50
Interest on Bank Account	15.11
County Court Fees	150.00
Witness Fees	50.00
Service Fees	5.00
Postage	115.00
Sup Ct Filing Fee	129.00
Spousal Support/Alimony	450.00
Property Settlement	500.00
Judgment (General)	2,099.84
Restitution	3,000.00
Passport Processing Fee-County	1,365.00
Bindover Ten Percent Bond	10,800.00
Refund	81.57
Holding Acct	.00
	-----
Grand Total	19,791.02

State of Nebraska }  
Saline County } SS  
Filed in the County Clerks  
office Saline County, Nebraska

JUL 3 2023

at \_\_\_\_\_ o'clock and \_\_\_\_\_ minute  
County Clerk

Month of June, 2023

Date: 07/03/2023

CRIMINAL - TRAFFIC - JUVENILE DISPOSITIONS

Time: 09:04:49

Disposition	Felony	Misdemeanor	Traffic	Juvenile	Appeals from Trial Court	Total
-----						
Jury Impaneled:						
a. Verdict Issued	0	0	0	0	0	0
b. Disposed Prior to Verdict	0	0	0	0	0	0
Tried to Court	0	0	0	0	0	0
Preliminary Hearing Held:						
a. Bound Over	0	0	0	0	0	0
b. Dismissed by Court	0	0	0	0	0	0
Preliminary Hearing Waived	0	0	0	0	0	0
Felony Reduced to Misdemeanor	0	0	0	0	0	0
Dismissed by Prosecutor	0	0	0	0	0	0
Dismissed by Court Prior to Trial	0	0	0	0	0	0
Transferred	0	0	0	0	0	0
Guilty Plea in Court	8	0	0	0	0	8
Guilty Plea by Waiver	0	0	0	0	0	0
-----						
Total Dispositions	8	0	0	0	0	8

Disposition	Civil	Small Claims	Dom. Rel.	Appeals From Trial Court/Admin		Total
				Probate	Agency	
Jury-Verdict Issued	0	0	0	0	0	0
Jury-Disposed Before Verdict	0	0	0	0	0	0
Tried to Court	0	0	1	0	0	1
Uncontested/Default	2	0	7	0	0	9
Dismissed by Party	0	0	3	0	0	3
Dismissed by Court	2	0	2	0	0	4
Suggestion of Bankruptcy	0	0	0	0	0	0
Transferred	0	0	0	0	0	0
Stipulation Agreement/Payment (CC O	0	0	0	0	0	0
<b>Total</b>	<b>4</b>	<b>0</b>	<b>13</b>	<b>0</b>	<b>0</b>	<b>17</b>

SALINE COUNTY DISTRICT COURT  
Cases Filed Report  
For the Month of June , 2023

Cases Filed	Prior Pending	New Filings	Reopened Cases	Disposed Cases	Current Pending	Appealed Cases	Assign Co. Judge
<b>Criminal</b>							
Felony - Filed	0	0	0	0	0	0	
Felony - Bindovers	56	9	0	8	57	0	
Miscellaneous	0	0	0	0	0	0	
Misdemeanor	0	0	0	0	0	0	
Appeals - Trial Court	0	0	0	0	0	0	
	-----	-----	-----	-----	-----	-----	
Total Criminal	56	9	0	8	57	0	
<b>Traffic</b>							
Appeals - Trial Court	0	0	0	0	0	0	
	-----	-----	-----	-----	-----	-----	
Total Traffic	0	0	0	0	0	0	
<b>Civil</b>							
Tort	1	0	0	0	1	0	
Contract	3	0	0	1	2	0	
Real Property	3	0	0	0	3	0	
Miscellaneous	9	2	0	3	8	0	
Condemnation	0	0	0	0	0	0	
Appeals - Admin Agency	0	0	0	0	0	0	
Appeals - Trial Court	0	0	0	0	0	0	
	-----	-----	-----	-----	-----	-----	
Total Civil	16	2	0	4	14	0	
<b>Domestic Relations</b>							
Marriage Dissolution	28	3	1	5	27	0	0
Support/Custody	9	0	1	3	7	0	0
Paternity	15	1	1	3	14	0	0
URESAs	0	0	0	0	0	0	0
Protection Orders	0	8	0	2	6	0	5
Miscellaneous	0	0	0	0	0	0	0
Appeals - Trial Court	0	0	0	0	0	0	0
	-----	-----	-----	-----	-----	-----	-----
Total Domestic Relations	52	12	3	13	54	0	5
<b>Estate</b>							
Appeals - Trial Court	0	0	0	0	0	0	
	-----	-----	-----	-----	-----	-----	
Total Estate	0	0	0	0	0	0	
<b>Subtotal</b>	<b>124</b>	<b>23</b>	<b>3</b>	<b>25</b>	<b>125</b>	<b>0</b>	
<b>Juvenile</b>							
Misdemeanor/Infraction	0	0	0	0	0	0	
Felony	0	0	0	0	0	0	
Neglected/Dependent	0	0	0	0	0	0	
Status Offender	0	0	0	0	0	0	
Mentally Ill and Dangerous	0	0	0	0	0	0	
Parental	0	0	0	0	0	0	
	-----	-----	-----	-----	-----	-----	
Total Juvenile	0	0	0	0	0	0	
	-----	-----	-----	-----	-----	-----	
<b>Total Cases Filed</b>	<b>124</b>	<b>23</b>	<b>3</b>	<b>25</b>	<b>125</b>	<b>0</b>	



## Flexible Spending Implementation Guide

At Point C, we place tremendous value on our clients' businesses and strive to provide the highest level of service and support. As part of our commitment to keeping you informed and ensuring a seamless experience, we have prepared this implementation guide specifically tailored to our clients during this transition period. Your decision to partner with us is truly appreciated, and we are excited to embark on a new journey together.

Within this guide, we have included a few essential forms that we kindly request you to review and sign. These new forms are designed to streamline our processes and enable us to better serve you. Your cooperation in completing these forms will help us to maintain accurate and up-to-date records, ensuring that we can continue delivering exceptional solutions tailored to your unique needs.

Thank you for choosing to partner with us. We are excited about the opportunities that lie ahead, and we look forward to serving you with dedication and excellence.

### Enclosed Forms

- Banking Authorization
  - Please complete this form using the bank account information which you wish for us to write reimbursements from. The Point C Flex platform will use this bank account to issue both written checks and direct deposit payments (if you choose to sign up). Checks are written directly on this account. Please supply starting check number if different than #101.
  - The signatures on the signature collection form will be used on the checks printed from your account.
  - Please make sure to provide your bank with the ACH transaction details on page 3 so that any pulls from your account for direct deposit payments are not rejected.
  - If you sign up for direct deposit payments, you must authorize the release of funds within 20 calendar days.
  - Please note there is a \$1 pre-note to set up all bank accounts in our system.
- ACH Authorization Form (Debit Cards Only)
  - This form is only required if your plan has Debit Cards.
  - The bank account information can be the same as the account listed on the Banking Authorization form.
  - Please select the frequency in which you would like the Debit Card transactions to be replenished (Daily, Weekly, or Monthly).
  - The option you select will determine how much prefund is required. The prefund will be a designated % of the total annual elections for the upcoming plan year.



- Census Data Request
  - Please complete the Census Data Request and return with all elections no later than 15 days prior to the start of the plan year. If your plan year begins on January 1, elections must be submitted by 12/1.
  - If you prefer to do paper elections, a manual election form has also been provided.
  - Elections returned later than this may cause a delay in account set up or debit card delivery.
  - Please enclose a copy of your payroll schedule with the Census Data Request.



Contact Information:
855-408-6507
856-888-2855 (Fax)
flex@pointchealth.com
https://pointc.wealthcareportal.com

Banking Authorization

- Flex Spending Account (FSA)
Health Reimbursement Arrangement (HRA)

Point C Flex will issue reimbursement checks for the account(s) indicated above using the bank account information I provide on this form. It is advisable to have a separate corporate account for this plan, but it is not mandatory. The checks will begin with number 101 unless otherwise specified. If my plan offers direct deposit, then the account must allow for ACH withdrawals as well as checks. I understand that prior to the release of funds the contact person will receive a check register, via e-mail, which requires approval before Point C will release reimbursement unless, the Automatic Release of Payment Option is selected below. Point C is not responsible for bank account reconciliation.

Bank Account Information

Form with fields: Bank Name, Account Name, Account Number, Routing Number, Bank Transit Code (ex: 55-2/312), Signature, Printed Name, Title, Date.

Optional Automatic Payment Release Option: By signing below, I hereby authorize automatic payment release for the account(s) indicated above. I certify that the bank account listed will contain adequate funds to cover all reimbursement AHC and check transactions in accordance with the plan and for the duration of the plan. Point C will provide check registers via email.

Form with fields: Signature, Printed Name, Title, Date.



Contact Information:  
855-408-6507  
856-888-2855 (Fax)  
[flex@pointchealth.com](mailto:flex@pointchealth.com)  
<https://pointc.wealthcareportal.com>

## Signature Collection Form

Date:	Group Number:
Group Name:	
Authorized Signer: (Please Print)	

**PLEASE NOTE:**

- You **MUST** use a black, fine point felt tip pen.
- Only one authorized signature per form.
- The authorized signer must sign 5 times.
- Stay within the box. Anything outside of the box will be truncated.

Signature 1	
Signature 2	
Signature 3	
Signature 4	
Signature 5	



Contact Information:  
855-408-6507  
856-888-2855 (Fax)  
[flex@pointchealth.com](mailto:flex@pointchealth.com)  
<https://pointc.wealthcareportal.com>

## Bank Information

To ensure collection transactions work properly with your bank, please have your bank setup approval for the following ACH transaction details:

SUBMITTING BANK (ODFI):	M&I BANK
COMPANY NAME (ACCOUNT NAME):	MBI Benefits or Med-I-Bank
ROUTING NUMBER:	075000051
ORINATION ID:	07500005
COMPANY ID for POS:	1383261866
COMPANY ID for Resubmits:	W383261866
<b>And</b>	
SUBMITTING BANK:	BMO HARRIS BANK, N.A.
ROUTING NUMBER:	071000288
CH COMPANY ID:	3333314344

**ACH Authorization Form**

**Section A: Contact Information** (\*required fields)

Employer Name\* Employer\*

---

Employer Address\*

---

City, State, Zip\*

---

**Section B: ACH Authorization**

**Plan Type:**

- |                                 |                                    |                     |
|---------------------------------|------------------------------------|---------------------|
| All Plans                       | Health Reimbursement Account (HRA) |                     |
| Flexible Spending Account (FSA) | Dependent Care Account (DCA)       | Transit and Parking |

**Employer HEREBY authorizes PlanSource or its agents to initiate ACH transfer entries for the following depository:**

Bank Account Number Routing Number

---

Bank Name Type of Account:    Checking **Or**    Savings

---

Name of Authorized Signer Title of Authorized Signer

---

Signature/e-Signature

---

E-mail Contact

---

Please note there is a \$1 pre-note to ensure the account can be opened. If there is a filter preventing unauthorized bank entries, please see the filters to add below. These must be added.

SUBMITTING BANK (ODFI): **FOR NON-HSA:** BMO HARRIS BANK    COMPANY NAME (ACCOUNT NAME): Med-I-Bank    ROUTING NUMBER: 071000288  
ORIGINATION ID: 3333314344    COMPANY ID (Daily POS Settlements): 1383261866    COMPANY ID (RESUBMITS): W383261866    COMPANY ID: 3333314344.  
**FOR HSA ITEMS:** ROUTING NUMBER: 101000695 UMB BANK    COMPANY ID (ORIGINATION ACH FILE): 1440194180    COMPANY ID (GL ACH FILE):  
3440194180

**Section C: Prefunding and Frequency of Replenishment for Accounts Other Than HSA**

**Please indicate preferred billing method for claims and debit card utilization. We will initiate an ACH debit for prefunding and ACH debit on frequency selected below:**

- |                            |                             |                               |
|----------------------------|-----------------------------|-------------------------------|
| Daily, 3% prefund required | Weekly, 5% prefund required | Monthly, 10% prefund required |
|----------------------------|-----------------------------|-------------------------------|

- The Employer agrees that all funds are solely Employer’s funds, are part of Employer’s general assets, and do not include any employee/beneficiary contributions.
- The Employer appoints PlanSource or its subcontractor as agent to hold funds for the sole purpose of satisfying Employer payment obligations.
- An initial prefund is required which will be debited approximately three to four weeks prior to the plan start date. If elections are not available to calculate reserve by the 15th of the month prior to effective date, reserve will be calculated using an estimate.
- The prefund is calculated by using the following formula: Total Annual Election x % prefund selected.
- If the amount of employees enrolled increases month to month, we reserve the right to recalculate the prefund amount and request additional funds.
- If claim utilization during the week exceeds the reserve on hand, additional funds will be requested off-cycle to cover the shortage.
- The employer is required to have sufficient funds in the bank account designated to cover the activity on the account or all activity will be frozen. If reserve funds have not been received prior to effective date, cards will not work and claims will not be reimbursed.
- Any amounts remaining at the end of the run out are returned to the employer within 30 days.



July 7, 2023

Jamie Woltemath  
County of Saline  
204 S. High Street  
Wilber, NE 68465

**RE: County of Saline  
Invoice: 23710.01  
Point C Administration Contracts**

Hello,

On behalf of the staff at Point C, we would like to thank you for your business. Our goal is to exceed your expectations in service excellence. If there is anything we can do to better service you, please let us know.

In order to move forward with the implementation, we request that you review the **Flex Setup Fees** and the **Plan Administration Fee**, as indicated below.

<i>Service</i>	<i>Volume</i>	<i>Rate</i>	<i>Total</i>
<i>Flex Plan Setup</i>	1	\$250.00	\$250.00
<i>IAA Smart Debit Card Setup</i>	7	\$3.75	\$26.25
<i>Flex Monthly Plan Administration</i>	10	\$4.00(FSA/DepCare) (mmf \$75.00)	\$75.00
	71	\$3.00(HSA)	\$213.00
<b><i>Total</i></b>			<b>\$564.25</b>

**Flex Premium will be on next monthly invoice**

In any relationship, good communication is necessary to build trust and a human bond. To assist in proper and accurate communication, I have attached to this letter, agreement(s) outlining our responsibilities to your organization based on previous communications. Enclosed are the following:

- Point C Consumer Directed Administration Agreement
  - Schedule B
- Business Associate Agreement

1934 Olney Avenue • Suite 200 • Cherry Hill, NJ 08003  
pointc.wealthcareportal.com  
flex@pointchealth.com  
Ph: 855-408-6507 • Fax: 856-888-2855

Since these agreements are also for our mutual protection, I ask that you review them with your corporate counsel and let me know if anything seems inappropriate based on the scope of work we have been retained to provide. If everything is complete, please sign where indicated and return to our office.

Please contact me or Debbie Klein if you need further information regarding the contents of this letter or its attachments.

---

**County of Saline**

Enjoy the rest of your day.

Sincerely,

*Linda L Maxwell*

Linda L. Maxwell  
Director Client / Broker Services

Enclosures

## **Point C Administration Agreement**

This Administrative Services Agreement and accompanying exhibits and appendices which are attached hereto and incorporated herein (collectively referred to as the "Agreement") made the **1st** day of **July, 2023** ("Effective Date"), by **County of Saline** ("Plan Sponsor"), **County of Saline** ("Plan Administrator") and **Point C**. ("Contractor"), a corporation formed and existing under the laws of the State of New Jersey, having its principal place of business at 1934 Olney Ave., Suite 200, Cherry Hill, NJ 08003.

The purpose of this Agreement is to state the terms and conditions by which the Contractor will provide independent administrative services to the Plan Sponsor as it relates to administration of the Plan(s). This Agreement shall not be deemed to be a contract of insurance under any laws or regulations. The Contractor does not insure, guarantee or underwrite liability. The Contractor has no responsibility and the Plan Sponsor has total responsibility for payment of claims arising under the Plan and all expenses incidental to it.

WHEREAS, the Plan Sponsor desires to make available a program of healthcare benefits (the "Plan") and funds said Plan from general assets of the employer through salary reductions and/or other assets;

WHEREAS, the Plan Sponsor wishes to contract with an independent third party to perform certain services with respect to the Plan as enumerated below;

### **WITNESSETH**

### **DEFINITIONS**

For purposes of this Agreement, the following words and phrases have the meanings set forth below, unless the context clearly indicates otherwise and wherever appropriate, the singular shall include the plural and the plural shall include the singular.

Adjudicate means process (electronically or manually) and pay, deny or pend for additional information, all claims submitted to the Plan.

Calendar Year means January 1st through December 31st of the same year.

Claim means a request by a Claimant for payment or reimbursement for Covered Services from the Plan.

Claimant means any person or entity submitting expenses for payment or reimbursement from the Plan.

Claims Payment Account means an account established on behalf of the Plan Sponsor for payment or reimbursement for Covered Services, which Account shall be an asset of the Plan Sponsor.

Claims Runout means Claims that are incurred but unreported and/or unpaid as of the effective date of termination of this Agreement.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Covered Services means the care, treatments, services, or supplies described in the Plan Document as eligible for payment or reimbursement from the Plan.

Employer means Plan Sponsor (unless otherwise stated), and any successor organization or affiliate of such Employer which assumes the obligations of the Plan and this Agreement.

Initial: \_\_\_\_\_

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

Health Care Providers means physicians, dentists, hospitals, or other medical practitioners or medical care facilities that are duly licensed and authorized to receive payment or reimbursement for Covered Services provided under the terms of the Plan.

Paid Claims means claims for benefits solely funded by Plan Sponsor and submitted for processing to Contractor and for which payment has been issued to the Claimant or assignee.

Plan means the self-funded employee welfare benefit plan, which is the subject of this Agreement and which the Plan Sponsor has established pursuant to the applicable Plan Document.

Plan Document means the instrument or instruments that set forth and govern the duties of the Plan Sponsor and eligibility and benefit provisions of the Plan which provide for the payment or reimbursement of Covered Services, as may be amended from time to time.

Plan Participant is any person eligible for enrollment, and his/her covered dependents, who are properly enrolled and entitled to benefits from the Plan. Persons eligible for enrollment are those who meet the Plan's eligibility requirements.

Plan Year means the period of time specified as such in the Plan Document.

Summary Plan Description means the document required to be provided to Plan Participants under Sec. 102 of ERISA that describes the terms and conditions under which the Plan operates. In the event of any conflict or inconsistency between the Summary Plan Description and the Plan Document, the terms of the Plan Document will control, when permitted by law.

Utilization Management means the review and evaluation of medical necessity and appropriateness of the use of health care services, procedures or facilities utilized by a Plan Participant under the terms of the Plan.

Initial: \_\_\_\_\_

**SECTION I**  
**The Plan**

- 1.1 The Plan Sponsor has established the Plan, providing means by which Plan Participants can secure the benefits set forth in the Plan.
- 1.2 The Plan Sponsor acknowledges that it serves as Plan Administrator and Named Fiduciary (as those terms are defined in ERISA), and shall have discretionary authority and control over the management of the Plan, and all discretionary authority and responsibility for the administration of the Plan. The Contractor does not serve either as Plan Administrator or as a Named Fiduciary of the Plan. All functions, duties and responsibilities of the Contractor are governed exclusively by this Agreement and the Plan Document.
- 1.3 Notwithstanding anything herein to the contrary, it is acknowledged and understood that the source of funding for payment of claims are contributions made by the Plan Sponsor, the Plan Administrator or, if applicable, the Plan Sponsor's employees.
- 1.4 The Plan Sponsor and Plan Administrator have retained Contractor to provide services to the Plan Sponsor, Plan Administrator and Plan Participants in accordance with the terms and conditions of this Agreement and pursuant to Schedules attached hereto and made a part hereof.
- 1.5 Plan Sponsor shall fund the Claims Payment Account and grant the Contractor drafting authority with respect to such Account. The Contractor shall notify the Plan Sponsor of the amount necessary to pay Claims adjudicated from the previous check cycle and the Plan Sponsor will deposit amounts necessary to pay such claims within five(5) business days or as agreed upon by and between the parties. Unless otherwise arranged with the Contractor, The Claims Payment Account shall be set up by the Plan Sponsor who shall execute and deliver to the Contractor and a depository selected by the Plan Sponsor any and all documents necessary to empower the Contractor to act as signatory on such account.
- 1.6 Plan Administrator will Pre-fund in a Claim Account established by Contractor on behalf of the Plan.
  - a. Debit Card Funding Option:
    - a. Daily: 3% of Covered Employee Annual Benefit
    - b. Weekly: 5% of Covered Employee Annual Benefit
    - c. Monthly: 10% of Covered Employee Annual Benefit
- 1.7 With the exception of the initial funding of the Claims Payment Account, claim funding requests will be fulfilled by ACH (Automated Clearing House). If funding by check is requested in place of ACH, the Pre-fund amount will be increased to two (2) times the above deposit per covered employee.

**SECTION II**  
**The Contractor**

- 2.1 The Contractor shall assist the Plan Sponsor and the Plan Administrator in the administration and management of the Plan as it may be requested and authorized from time to time.
- 2.2 The Plan Administrator and Plan Sponsor authorize the Contractor to do all things deemed necessary or convenient to carry out the terms and purposes of this Agreement.
- 2.3 Subject to Paragraph 2.4, the Contractor shall have the responsibility for processing Claims under the Plan and for arranging for the payment thereof from funds of the Plan by issuing a check or draft upon the Claims Payment Account. The Contractor shall honor any assignment of benefits of a Plan Participant under the Plan to any person or institution qualified as an assignee under the Plan Document.
- 2.4 The Contractor shall use reasonable care and due diligence in exercising its duties and responsibilities under this Agreement. Provided that the Contractor meets the standard of care set forth in this Paragraph, the Contractor shall not be liable to the Plan, the Plan Sponsor, the Plan Administrator or any third party, including without limitation, the Sponsor's employees, for any disputed claim or failure to pay a claim. In no event shall the

Initial: \_\_\_\_\_

Contractor be liable for any act or failure to act on the part of any insurance carrier utilized in connection with the Plan, including without limitation, any failure by such carrier to pay a claim.

- 2.5 If for any reason an action is brought against Contractor by the United States of America or any state or federal agency to recover for any payment with respect to any item of service under the Plan, whether under 42 U.S.C. §1395(b) (B) (2) (ii) or otherwise (a "Recovery Action"), the Plan Administrator and the Plan Sponsor shall indemnify, defend and hold harmless Contractor against such Recovery Action and shall reimburse on demand Contractor for any amount any such party recovers against Contractor in connection with any such Recovery Action.
- 2.6 The Plan Sponsor agrees that the Contractor shall have no liability for any refusal by any insurance company to issue or to continue any policy, or for any termination of any policy by any insurance company, or for any action by any insurance company.
- 2.7 The Contractor shall render monthly reports to the Plan Sponsor and/or Plan Administrator in accordance with a Schedule, mutually agreed upon between the parties, which shall include the following:
  - a. Receipts of the Plan, other than deposits made by the Plan Sponsor from its own funds or from collections from employees.
  - b. Disbursements, by category, made or recommended by the Contractor or Plan Administrator under the Plan.
- 2.8 The Contractor, at its expense, shall obtain the bond required by Section 412 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The amount of the bond shall be fixed at the beginning of each Plan Year and shall not be less than the greatest of (i) 10 percent of the amount of funds handled by the Contractor under this Agreement or (ii) \$1,000.
- 2.9 The Contractor shall:
  - a. Assist and/or arrange preparation of the Plan Document/Summary Plan Description (collectively, "Documents"). Documents will include when necessary or requested Board Resolutions and Salary reduction/change of election forms. Contractor will customize such documentation only to the extent necessary to incorporate the Employer's responses to plan design questions submitted by Contractor. In addition, Contractor will provide sample document changes to comply with revisions in applicable legislation or regulations; however Contractor shall in no case be liable to Plan Administrator, Plan Sponsor, or any Plan Participant for any damage or harm resulting from a change in applicable law or regulation.
  - b. Process and maintain employee census, including initial enrollments, annual enrollments and changes made to such payroll deductions in accordance with the terms of the Plan. All elections and changes to elections will be processed in accordance with the terms of the Plan.
  - d. Follow the claims administration procedures and practices as determined by the Plan Document(s).
  - e. Provide suitable facilities, personnel, procedures, forms and instructions for the administration of claims under the Plan.
  - f. With the assistance of Plan Sponsor and Plan Administrator, when necessary, certify eligibility of Plan Participants to receive payments under the Plan.
  - g. Determine, in accordance with the Plan Documents and reasonable claims administration procedures and practices, the qualification of claims submitted.
  - h. Make payments with Plan Sponsor's funds as provided for in the Plan Documents, of the amount due with respect to claims that qualify under the Plan Documents as provided above.
  - i. Provide advice on disputed claims.
  - j. Refer to Plan Administrator, for consideration and final decision, any claim or class of claims Plan Administrator may specify or for which an exercise of discretionary authority is necessary, including but not limited to claims involving:

Initial: \_\_\_\_\_

- a. Eligibility;
  - b. A question with respect to qualification of claims submitted under the terms of the Plan;
  - c. A question with respect to the amount due; and
  - d. Any controversy, for which the Contractor will furnish Plan Administrator with an analysis of the issues to assist Plan Administrator in reaching a decision.
- k. Report to Plan Administrator with respect to non-routine claims in process.
  - l. Submit to Plan Administrator a monthly accounting of payments made, with sufficient detail to provide for the audit and control of funds used.
  - m. Make custom reports available to Plan Sponsor and/or Administrator at the specified rates in Schedule "B"
  - n. Submit to Plan Sponsor and Plan Administrator an annual accounting of benefit payments to participants and dependents by major line of coverage.
  - o. Provide advice on benefit and Plan Document revisions as requested by Plan Sponsor and/or Administrator.
  - p. Assist Plan Sponsor in preparation of Plan Amendments and related materials as necessary. The Contractor shall be remunerated on an hourly basis as specified in Schedule "B".
  - q. Plan Sponsor will have access to web-based tools, allow plan members to check status of claims, request identification cards, add/remove dependents, review balances (where applicable), and access comprehensive plan performance metrics.
  - r. Various levels of access and information will be developed, with authorization to access different levels set by the Plan Sponsor. Plan Sponsor will be responsible for submitting customization requests, and providing a list of who is to be provided which level of access.
  - s. Provide storage for Plan Sponsor records related to the Plan. Hard copy records will be destroyed in compliance with HIPAA standards, unless the Plan Sponsor wishes to retain hard copy records at its location, in which case, the Plan Sponsor will be solely responsible for maintaining the integrity and the confidentiality of the records and must inform Contractor of its desire to retain said hard copy records with enough advance notice to reasonably comply with the request.

### **SECTION III**

#### **Claims for Benefits**

- 3.1 Any Plan Participant may make application for benefits from the Plan as provided by the Plan upon the form or forms provided by the Contractor. Each applicant shall fully and truthfully complete such application for benefits and the applicant shall supply such pertinent information as may be required by the Contractor.
- 3.2 Notwithstanding anything herein to the contrary, the Contractor's due investigation and verification shall be limited to a review of the application for benefits to verify that the applicant is a Plan Participant or duly authorized representative/assignee, that the claimed benefit is covered by the Plan and that any deductible or other prerequisite under the Plan has been met. The Contractor can rely on the factual statements contained in any application unless such statements are such that any reasonable person would recognize them as fraudulent on their face.
- 3.3 The Contractor shall not be liable for any action taken at the direction of the Plan Administrator and/or the Plan Sponsor not to pay or honor any Claim. The Plan Administrator and the Plan Sponsor agree to indemnify and hold the Contractor harmless in all instances in which the Contractor follows the express directions of the Plan Sponsor and/or Plan Administrator.

Initial: \_\_\_\_\_

- 3.4 The Contractor may, at its option, and unless the Plan Participant request otherwise in writing not later than the time of filing proofs of claim, arrange payment of the applicable benefits directly to the health provider rendering the service. Nothing herein contained shall be construed to require that a service be provided by a particular health provider.

#### **SECTION IV Cost of Administration**

- 4.1 The Contractor shall be entitled to fees for its services under this Agreement which shall be payable on a monthly basis, except for the installation or annual compliance fees, in accordance with the Schedule of Fees attached to this Agreement as Schedule "B", as revised each contract anniversary, (or more frequently if additional services are requested by Plan Sponsor or Plan Administrator) and signed by a representative of the Plan Sponsor and/or Plan Administrator.
- 4.2 An administrative fee invoice will be mailed to Plan Administrator's designee on a monthly basis. Funding of invoice is due on the 1<sup>st</sup> of the month following receipt. Payments not received by the 10<sup>th</sup> of the month will incur a delinquent fee as described below.
- a. Past due Administrative fees: 1% of outstanding fees per month.
- 4.3 Plan Claim Funding request will be requested no less than a weekly basis. Funding of claims is due within 10-days of funding request. Payments not received within 10-days of the funding request will incur an administrative delinquency fee as described below.
- a. Past due claim funding administration fee: 1% of outstanding funding request.

#### **SECTION V The Plan Sponsor and Plan Administrator**

- 5.1 As of the Effective Date of this Agreement, if requested, the Plan Sponsor and/or Plan Administrator shall provide the Contractor with a complete list of all employees of the Plan Sponsor who are eligible for benefits from the Plan. Thereafter, the Plan Sponsor and/or Plan Administrator shall notify the Contractor on a monthly basis of all changes in participation. This information shall be provided in a format reasonably acceptable to the Contractor and include the following for each Plan Participant: name and address, Social Security number, date of birth, type of coverage, sex, relationship to employee, changes in coverage, date coverage begins or ends, and any other information necessary to determine eligibility and coverage levels under the Plan. The Plan Sponsor assumes responsibility for any erroneous disbursement of benefits by the Contractor caused by error or neglect on the Plan Sponsor's part in providing eligibility and coverage information to the Contractor, including but not limited to failure to give timely notification of ineligibility of a former Plan Participant. Eligibility information may be communicated via electronic eligibility file, transmitted to Contractor by Plan Sponsor.
- 5.2 The Plan Sponsor and/or Plan Administrator shall collect the contributions, if any, made by the employees of the Plan and shall transfer the money collected to the Claims Payment Account on at least on a monthly basis. The Plan Sponsor, upon notice from the Contractor, shall pay to the Claims Payment Account any deficiencies in the Plan. The obligation to adequately fund the Claims Payment Account for payment of benefits shall always remain on the Plan Sponsor and the Plan Administrator and the funding of the Claims Payment Account and Plan shall never be the responsibility of the Contractor.
- 5.3 The Plan Sponsor and/or Plan Administrator shall assist in the enrollment of the employees in the Plan, cooperate with the Contractor with regard to proper settlement of claims, and transmit any inquires pertaining to the Plan to the Contractor. The Plan Sponsor and Plan Administrator shall maintain a supply of forms, enrollment material or other documents and shall distribute or make available such documents to the employees.

Initial: \_\_\_\_\_

- 5.4 The Plan Sponsor and/or Plan Administrator shall provide all materials and documents, including summaries for employees, reports, applications and notice forms, as may be necessary or convenient for the operation of the Plan or to satisfy the requirements of governing laws.
- 5.5 Indemnification. In addition to the terms already set forth, each party agrees to indemnify and hold harmless the other party against all claims, demands, costs, expenses (including reasonable attorneys' fees), liabilities, and losses arising under this Agreement where such claims, demands, costs, expenses, liabilities, and losses are caused by acts or omissions of the indemnifying party.
- a. The Contractor will indemnify, defend, and hold the Plan Sponsor and Plan Administrator and their respective directors, officers and employees harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages, and expenses of any kind including, but not limited to, court costs and attorney's fees, that the Plan Sponsor or Plan Administrator may suffer or incur as a result of any dishonest, fraudulent, grossly negligent, or criminal act or omission of the Contractor or its employees, or by a breach of confidentiality or right of privacy of any Plan Participant by the Contractor except for acts taken at the specific direction of the Plan Sponsor or Plan Administrator. Should the Contractor be called upon to indemnify the Plan Sponsor or Plan Administrator, it may at its discretion choose to handle any defense efforts necessary to counter claims against the Contractor and/or the Plan Sponsor or Plan Administrator which would give rise to, and necessitate, said indemnification. The Contractor shall be entitled to rely, without investigation or inquiry, upon any written communication(s) of the Plan Sponsor or Plan Administrator or agents thereof. This indemnity does not extend to any acts or omissions other than those enumerated in this paragraph. This indemnity shall survive termination of this Agreement. The remedy for payments made in error will be to seek recovery from the Plan Participant or the provider of services.
  - b. The Plan Sponsor and Plan Administrator will indemnify, defend, and hold the Contractor and its respective directors, officers and employees harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages, and expenses of any kind including, but not limited to, court costs and attorney's fees, that the Contractor may suffer or incur as a result of any dishonest, fraudulent, grossly negligent, or criminal act or omission of the Plan Sponsor or Plan Administrator or their employees, or by the Plan Sponsor or Plan Administrator's breach of confidentiality or right of privacy of any Plan Participant except for acts taken at the specific direction of the Contractor. Should the Plan Sponsor or Plan Administrator be called upon to indemnify the Contractor, it may at its discretion choose to handle any defense efforts necessary to counter claims against the Contractor and/or the Plan Sponsor or Plan Administrator which would give rise to, and necessitate, said indemnification. The Plan Sponsor and Plan Administrator shall be entitled to rely, without investigation or inquiry, upon any written communication(s) of the Contractor or agents of the Contractor. This indemnity does not extend to any acts or omissions other than those enumerated in this paragraph. This indemnity shall survive termination of this Agreement.
  - c. The Contractor will not be liable for any damages, assessments, or other contractual or other issues arising between the Plan Sponsor or Plan Administrator and any vendor thereof, even in the event the Contractor has suggested, introduced, or otherwise endorsed the particular vendor. Contracting with vendors and ensuring that such contracts are adhered to is ultimately the responsibility of the Plan Sponsor.
- 5.6 Notwithstanding anything in this agreement to the contrary, in no event will the Contractor be liable to the Plan Sponsor or the Plan Administrator for any incidental, indirect, special, consequential or non-pecuniary damages of any kind or nature whatsoever arising out of this agreement, whether based in warranty, contract, negligence, strict liability or other tort, breach of any statutory duty, principles of indemnity or contribution, or any other legal theory.
- 5.7 Plan Sponsor will maintain excess loss insurance with a carrier approved by the Contractor and promptly notify the Contractor of any termination, expiration, lapse, or modification of this insurance, if applicable.

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- 5.8 The Plan Sponsor will not require the Contractor, under any circumstances, to issue payment(s) for Claims, or any other costs arising out of the subject matter of this Agreement, unless the Plan Sponsor has previously deposited sufficient funds in the Claims Payment Account or otherwise made sufficient funds available to Contractor to cover such payment(s).

## **SECTION VI Termination of the Agreement**

- 6.1 Either party may terminate this Agreement on each Plan anniversary. Additionally, either party may terminate this Agreement by providing the other party written notice of termination if: (a) the other party materially breaches its obligations under this Agreement, and the breach is not cured within ninety (90) calendar days after written notice of the breach is provided by the non-breaching party; or (b) the other party becomes insolvent (generally unable to pay its debts as they become due) or the subject of a bankruptcy, conservatorship, receivership or similar proceeding, is deemed by the Commissioner of the New Jersey Department of Banking and Insurance to be an "impaired third party administrator" as defined at N.J.A.C. 11:23-1.2, or makes a general assignment for the benefit of its creditors.
- 6.2 All obligations of the Contractor related to the rights of Plan Participants to payment of benefits under the Plan will be terminated and extinguished on the effective date of termination even if the claim for such benefits arose prior to the termination of this Agreement.
- 6.3 If this Agreement is terminated by the Plan Sponsor or Plan Administrator in a manner other than as set forth in Paragraph 6.1 above, all fees due to the Contractor pursuant to Schedule "B" will be annualized reduced by fees paid through the termination date and be paid to the Contractor. Payment of any such fees shall be made to the Contractor within thirty (30) days of receipt of Contractor's invoice for such fees.
- 6.4 Upon termination by either party and upon remittance to the Contractor of the amount due pursuant to Paragraph 6.3, the Contractor shall, within sixty (60) days after the date of termination, prepare and deliver to the Plan Sponsor and Plan Administrator a complete and final accounting and report as of the date of termination of the financial status of the Plan. The Contractor, at the time of the final accounting, shall also deliver any funds of the Plan which may be in its possession and control to the Plan Sponsor and shall irreversibly relinquish any control of or access to the Claims Payment Account.
- 6.5 Upon termination by either party, the Plan Sponsor and/or Plan Administrator shall immediately notify all Plan Participants and/or beneficiaries of the termination and its effect upon them.

## **SECTION VII Miscellaneous Provisions**

- 7.1 In the event of the resignation, termination or inability to serve of the Contractor, the Contractor may appoint a successor. Any successor, upon appointment and his acceptance, shall succeed to and be vested with all rights and obligations conferred on the Contractor. There shall be no assignment of duties by the Contractor without the prior, written consent of the Plan Sponsor, which consent may be granted or withheld at the Plan Sponsor's sole discretion.
- 7.2 If during the operation of the Plan, the Federal Government, the government of any state, or any political subdivision or any instrumentality of either shall assess any tax against or arising from the Plan and the Contractor is required to pay such tax, the Contractor shall report the payment to the Plan Sponsor and make a charge against the Plan for such tax. The Plan Sponsor shall pay any and all taxes, surcharges, licenses, and fees levied, if any, by any local, State, or Federal authority in connection with the Plan.
- 7.3 Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine.

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- 7.4 This Agreement may be amended by the Plan Sponsor, Plan Administrator and Contractor at any time by mutual written consent of said parties; provided however, that said amendment may not contradict the Plan Document or prejudice any existing Claim.
- 7.5 The Contractor shall not assume any of the functions, responsibilities, liabilities or obligations of the Plan Administrator except as herein expressly set forth.
- 7.6 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as though such invalidity or unenforceable provisions were omitted.
- 7.7 Neither party may assign its rights or obligations under this Agreement without the prior, written consent of the other party.
- 7.8 Except to the extent preempted by federal law, this Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, without regard to its choice of law principles.
- 7.9 The Plan Sponsor, the Plan Administrator and the Contractor each acknowledge that as a result of entering into this Agreement, each party has and will continue to reveal and disclose to the other, information that is proprietary and/or confidential of such party ("Confidential Information"). Such Confidential Information may include, but is not limited to all technical and business information relating to products, services, business techniques, costs, profit and margin information, customers, marketing and employee information learned or acquired by or on account of this Agreement. The parties agree that they will (a) hold any such Confidential Information of another party in strict confidence; (b) not disclose Confidential Information of another party to any third parties or to any of its employees not having a legitimate need to know such Confidential Information; and (c) will not use Confidential Information of another party for any purpose not directly related to and necessary for the performance of obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure). The terms and conditions of this paragraph shall survive the termination of this Agreement. Confidential Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered Confidential Information for purposes hereof if; (a) when, and to the extent such Confidential Information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the Confidential Information; or (b) if the unrestricted use of such Confidential Information by the party receiving or disclosing the Confidential Information has been expressly authorized in writing and in advance by an authorized representative of the other party.
- 7.10 If a party is prevented from fulfilling its obligations hereunder by force majeure, such party shall not be liable under this agreement for any delay or failure caused by such occurrence. "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to an act of God, act or omission of civil or military authorities of a state or nation, fire, strike, flood, riot, war, delay of transportation, or inability due to any of these causes to obtain necessary labor, materials or facilities.
- 7.11 Resolution of Disputes-Arbitration of Disputes:
- a. **Agreement to Arbitrate:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), and judgment upon the award rendered by the Arbitrator(s) shall be entered in any court having jurisdiction thereof. The Arbitration shall take place in the State of New Jersey, at a site mutually agreed upon.
  - b. **Appointment of Arbitrators:** Appointment of Arbitrators shall follow the AAA's Commercial Arbitration Rules on the appointment from party appointed panel members, inclusive of selection of neutral umpire, and expedited procedure for all disputes.
  - c. **Award of Arbitrators:** The award of the Arbitrator or Arbitration Panel shall be in writing and shall be final and binding on all parties.

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- d. **Expenses of Arbitration:** All of the parties hereto shall pay their pro rata share of the expenses of such arbitration as provided under the AAA’s Commercial Arbitration Rules, which require, among other things, payment of the party appointed arbitrator, one-half (1/2) payment of the neutral umpire. The expenses of witnesses for either side shall be paid by the party producing such witnesses. In addition, each party shall bear its own fees, costs and expenses (including attorney’s fees) incurred in connection with the arbitration.
- e. **Arbitration Records to be Held in Confidence:** All arbitration proceedings hereunder, and records thereof, shall be held in strictest confidence by the Arbitrators and the parties. The Arbitrators shall agree in writing to be bound by this provision, prior to the commencement of the arbitration. However, this provision shall not prohibit the Arbitrators or parties from releasing documents for judicial proceedings, regulatory compliance, or pursuant to a properly certified subpoena, or as otherwise permitted under the AAA’s Commercial Arbitration Rules.

IN WITNESS WHEREOF, the Plan Sponsor, the Plan Administrator and the Contractor, all intending to be legally bound, have executed this Agreement this 1st day of July/2023.

Attest: \_\_\_\_\_ Point C  
 BY: \_\_\_\_\_  
 CONTRACTOR

Attest: \_\_\_\_\_ County of Saline  
 BY: \_\_\_\_\_  
 PLAN SPONSOR

Attest: \_\_\_\_\_ County of Saline  
 BY: \_\_\_\_\_  
 PLAN ADMINISTRATOR

**Point C Administrative Services  
Schedule B  
County of Saline**

*The Following list of fees shall apply to the implementation and maintenance of the benefit program for the Employee and their dependents covered under the Employee Health Care Benefit Program.*

**Group Number: 23710**

<b>Service</b>	<b>Fee</b>	<b>Frequency</b>
Consumer Smart Services (FSA/DepCare)	\$ 4.00	Per Employee Per Month
	\$ 75.00	(Stand alone Minimum Monthly Fee)
(HSA)	\$3.00	Per Employee Per Month
	\$50.00	(Stand alone Minimum Monthly Fee)
 Consumer Smart Debit Card Set-up	 \$ 3.75	 Initial Card: Maximum Two
	\$ 3.75	Additional Cards
	\$ 3.75	Replacement Cards
 <b>Other Services</b>		
Consumer Smart Service Set-up	\$ 250.00	One Time Fee
Consumer Smart Annual Compliance	Yr.2 \$ 250.00	Annually
Postage (For non-routine mailings)		Billed As Incurred
Banking Fees: <b>Services Upon Request</b>		Vendor Cost For Claim Account
Plan Document Amendments	\$ 150.00	Per Amendment
Custom Reports (Upon Request)	\$ 125.00	Computer Programming Hour
	\$ 75.00	Per Report
Copies	Black and Whit \$ 0.15	Per Copy
	Color \$ 0.50	
<b>Custom Service Request Rates</b>		
Clerical	\$ 45.00	Per Hour
Mid-level Consultant	\$ 125.00	Per Hour
Senior Consultant	\$ 175.00	Per Hour
Travel Cost		Billed As Incurred

*The above Fee Schedule is in effect for 12-months and continues until changed by written agreement of the parties:  
This Fee Schedule is effective: **July 1, 2023***

\_\_\_\_\_  
Point C Representative                      Date

\_\_\_\_\_  
County of Saline    Date

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA") dated 7/1/2023, is entered into by and between **County of Saline** ("Covered Entity") and **POINT C**, ("Business Associate"), and will be made effective as of the last date of signature hereto 7/1/2023. Covered Entity and Business Associate are referred to herein collectively as the "Parties" and may be referred to individually as a "Party."

WHEREAS, the purpose of this BAA is to assure the privacy and security of Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") (each as defined below) of the Covered Entity in accordance with the regulations (including, but not limited to, the "Privacy Rule" (45 C.F.R. Part 160, subpart A and C, and Part 164, subparts A and E), the "Security Rule" (45 C.F.R. Part 160, subpart A and C, and Part 164, subparts A and C), the "Breach Notification Rule" (45 C.F.R. Part 160, Subparts A and C, and 45 C.F.R. Subpart D), the "Enforcement Rule" (45 C.F.R. Part 160, Subparts C and D); and the "Electronic Transaction Rule" (45 C.F.R. Parts 160 and 162) issued by the U.S. Department of Health and Human Services ("DHHS") pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the American Recovery and Reinvestment Act, including the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all such laws and regulations as may be amended from time to time. The Privacy Rule, the Security Rule, the Breach Notification Rule, the Enforcement Rule, and the Electronic Transaction Rule are collectively referred to as the "HIPAA Rules";

WHEREAS, HIPAA provides, among other things, that a covered entity is permitted to disclose and allow access to PHI and EPHI to a business associate, and to allow the business associate to obtain and receive PHI, if the covered entity obtains satisfactory assurances in the form of a written contract that the business associate will comply with all applicable HIPAA Rules;

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined, in this BAA shall have the meanings set forth in HIPAA, HITECH, and the HIPAA Regulations.
2. **Services and Applicability.** The Covered Entity and Business Associate have entered into the Services Agreement under which Business Associate may create, receive, use, maintain or transmit PHI from or on behalf of the Covered Entity. This BAA shall only be effective in the event that Business Associate meets the definition of a business associate under 45 C.F.R. 160.103. In the event of a conflict between the terms of the Services Agreement and this BAA with respect to the HIPAA Rules, this BAA shall control unless expressly stated otherwise.
3. **Relationship of the Parties.** None of the provisions of this BAA are intended to create, nor shall they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this BAA and the Services Agreement evidencing their business relationship. Business Associate is an independent contractor and not an agent of the Covered Entity.

4. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI only as permitted or required by the Services Agreement and this BAA, or as otherwise Required by Law. Business Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of the Services. Business Associate shall make uses and disclosures of, and requests for PHI from Business Associate only in a manner consistent with the Covered Entity minimum necessary policies and procedures, and shall request, use or disclose no more than the minimum PHI necessary to perform the Services. Business Associate shall not use or disclose PHI in a manner (i) inconsistent with Business Associate's obligations under the HIPAA Rules, or (ii) that would violate the HIPAA Rules if disclosed or used in such a manner by Covered Entity.

4.1 Business Associate may use and disclose PHI for the proper management and administration of its business and to carry out its legal responsibilities in accordance with 45 C.F.R. §164.504(e)(4).

4.2 Business Associate may use PHI to create de-identified information pursuant to the standards set forth at 45 C.F.R. § 164.514(b).

4.3 Business Associate may use PHI in its possession to provide data aggregation services relating to the health care operations of the Covered Entity.

4.4 Business Associate may disclose PHI in its possession to third parties to support Business Associate's performance of Services, provided that Business Associate has received from the third party written assurances that the PHI will be held confidentially, that the PHI will only be used or further disclosed as Required by Law or for the purpose for which it was disclosed to the third party, and that the third party will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, as required under 45 C.F.R. § 164.504(e)(4).

4.5 To the extent Business Associate is carrying out one or more obligations of the Covered Entity under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

5. **Safeguards for the Protection of PHI.** Business Associate warrants that it has implemented and shall maintain commercially reasonable and appropriate security safeguards for PHI and will protect the confidentiality and integrity of such PHI created, received, used, maintained or transmitted from, or on behalf of the Covered Entity. Business Associate shall comply with the Security Rule, as may be amended, and with the applicable provisions of the Privacy Rule, as may be amended, in carrying out its obligations under the Services Agreement.

6. **Reporting of Unauthorized Uses and Disclosures.** If Business Associate has knowledge of any use or disclosure of PHI not provided for by this BAA, including any Security Incident, then Business Associate shall provide notification without unreasonable delay to Covered Entity in writing. Notwithstanding the above, the Parties acknowledge that probes and reconnaissance scans are commonplace in the industry and as such, the Parties acknowledge and agree that, to the extent such probes and reconnaissance scans constitute Security Incidents, this

Section 6 constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of such Security Incidents for which no additional notice to Covered Entity shall be required, as long as such probes and reconnaissance scans do not result in unauthorized access, Use, or Disclosure of PHI. Probes and reconnaissance scans as used in this Section 6 include, without limitation, pings and other broadcast attacks on Business Associate's firewalls, port scans, and unsuccessful log-on attempts that do not result in unauthorized access, Use, or Disclosure of PHI.

7. **Reporting of Breach of Unsecured PHI.** Business Associate agrees to promptly report to Covered Entity any Breach of Unsecured PHI of which Business Associate becomes aware in the time and manner specified under 45 C.F.R. 164.410, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Following a Breach, Business Associate shall provide Covered Entity with sufficient information to permit the Covered Entity to comply with the Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. To the extent Business Associate is not able to provide all of the information requested by Covered Entity within the time frame set forth above, Business Associate agrees to promptly supplement such information with additional information as it becomes available. Business Associate agrees to act, in cooperation with the Covered Entity, in good faith to investigate and mitigate any harm caused by any unauthorized use, Security Incident, or Breach.

8. **Use and Disclosure of PHI by Subcontractors, Agents, and Representatives.** Business Associate shall require any Subcontractor, agent, or other representative that is authorized to create, receive, maintain, or transmit PHI on behalf of Business Associate to execute a business associate agreement to agree in writing to terms, restrictions, conditions, and requirements no less stringent than those that apply to Business Associate set forth herein.

9. **Individual Rights.** To the extent that Business Associate maintains PHI in a Designated Record Set and at the request of Covered Entity, Business Associate agrees to provide the following to Covered Entity to permit Covered Entity to comply with Individual rights requirements as applicable to PHI used or maintained by Business Associate:

9.1. **Right of Access.** Business Associate agrees to provide access to PHI maintained by Business Associate in a Designated Record Set, if any, at the request of the Covered Entity or as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524. Upon receipt of a request for access from an Individual, Business Associate shall forward the request, or direct the Individual, to the Covered Entity within fifteen (15) calendar days of receipt.

9.2. **Right of Amendment.** Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set, if any, that the Covered Entity directs or agrees to, pursuant to 45 C.F.R. §164.526, or take such other measures as directed or agreed to by the Covered Entity to satisfy the Covered Entity's instructions pursuant to such regulation. Upon receipt of a request for amendment from an Individual, Business Associate shall forward such request to the Covered Entity within fifteen (15) calendar days of receipt.

9.3. Right to Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate agrees to maintain and provide to the Covered Entity such information collected in order to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Upon receipt of a request for an accounting of disclosures Business Associate shall forward the request to the Covered Entity within fifteen (15) calendar days of receipt.

9.4. Modifications to Individual Rights. Business Associate shall comply with any request from Covered Entity to comply with Individuals' requests to restrict the uses and disclosures of their PHI under 45 C.F.R. §164.522.

10. Prohibition on Sale of PHI. Business Associate shall not receive or provide direct or indirect remuneration in exchange for any PHI in a manner that would violate Section 13405(d) of HITECH or 45 C.F.R. §164.502(a)(5)(ii).

11. Inspection of Books and Records. Business Associate shall make its internal practices, books, records, and policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the Covered Entity, available to the DHHS Office for Civil Rights ("OCR"), or their agents, or to the Covered Entity for purposes of monitoring compliance with the HIPAA Rules and the HITECH Act. Such information shall be made available in a time and manner designated by the Covered Entity, DHHS or OCR.

12. Obligations of Covered Entity.

12.1. Notice of Privacy Practices. Covered Entity shall provide Business Associate with the Covered Entity's then-current Notice of Privacy Practices.

12.2. Revocation of Permitted Use or Disclosure of PHI. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by a patient to use or disclose PHI of Covered Entity, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

12.3. Restrictions on Use or Disclosure of PHI. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in

accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

12.4. Requested Uses or Disclosures of PHI. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Regulations if done by Covered Entity.

13. **Term and Termination.**

13.1. Term. This BAA shall commence on the Effective Date and end with the termination of the Services Agreement, unless terminated sooner pursuant to this Section 13.

13.2. Termination for Breach. As provided under 45 C.F.R. §164.504(e)(2)(iii), the Covered Entity may immediately terminate the Services Agreement and any related agreements if the Covered Entity determines that Business Associate has breached a material term of this BAA after Covered Entity shall have provided Business Associate with written notice of the existence of the breach, stating with particularity the nature of the breach, and shall have provided Business Associate with thirty (30) calendar days to cure said breach.

13.3. Termination of Subcontractor. If the Covered Entity determines that a Subcontractor of Business Associate has breached a material term of this BAA, the Covered Entity shall provide Business Associate with written notice of the breach, stating with particularity the nature of the breach, and provide Business Associate with thirty (30) calendar days to require Subcontractor to cure said breach. Failure by Business Associate to cure a breach or violation by the Subcontractor, in the manner set forth above, shall be grounds for immediate termination of the Services Agreement.

13.4. Effect of Termination. Upon termination of the Services Agreement, the Covered Entity may, in its sole discretion, recover all PHI relating to the Covered Entity in the possession of Business Associate and its Subcontractors, agents, or representatives. Business Associate shall return to the Covered Entity or destroy all such PHI, and shall retain no copies. If Business Associate reasonably believes that it is not feasible to return or destroy all PHI as described above, Business Associate shall ensure that any and all protections, requirements and restrictions contained in this BAA shall be extended to any PHI retained after the termination of this BAA, and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible.

14. **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered (a) when delivered personally, against written receipt, (b) if sent by registered or certified mail, return receipt requested, postage prepaid, when received, (c) when received by email transmission, and (d) when delivered by a nationally recognized overnight courier service, prepaid, and shall be sent to the addresses set forth on the signature page of this BAA or at such other address as each Party may designate by written notice to the other by following this notice procedure. Notices shall be sent by both email and hard copy mail.

15. **Miscellaneous.**

15.1. **Regulatory References.** A citation in this BAA to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

15.2. **Amendment.** This BAA may be amended or modified only in a writing signed by the Parties.

15.3. **Interpretation/Integration.** Any ambiguity in this BAA shall be interpreted to permit compliance with HIPAA, the HIPAA Rules, and HITECH. This BAA supersedes any business associate agreement or business associate BAA previously entered into by and between the Parties.

15.4. **Governing Law; Venue.** This BAA shall be governed by and construed in all respects under the governing law identified in the Services Agreement. To the extent that the Services Agreement is silent on such matters, the laws of the State of Delaware shall govern.

15.5. **No Third Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

15.6. **Assignment.** This BAA may only be assigned in accordance with the terms and conditions of the Services Agreement.

15.7. **Binding Effect.** The provisions of this BAA shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

15.8. **Counterparts.** This BAA may be executed in counterparts, each of which will constitute an original and all of which will be one and the same document.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this BAA effective as of the Effective Date.

**COUNTY OF SALINE**

**POINT C**

**“COVERED ENTITY”**

**“BUSINESS ASSOCIATE”**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Christine Hammerquist

Print Title: \_\_\_\_\_

President/CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Address: 1934 Olney Ave, Cherry Hill, NJ



**Statement of Work**  
**For**  
**Saline County, Nebraska**

**Project Name:**  
Implementation of a Clerk WebGIS Tab

*Prepared for Ms. Anita Bartels, County Clerk, Register of Deeds, & Election  
Commissioner*

Project Number 0080-026  
June 21, 2023

## EXECUTIVE SUMMARY

This Statement of Work (“SOW”) outlines the Services to be performed and/or the Deliverables to be developed (the “Project”) by GIS Workshop LLC doing business as gWorks (“gWorks”) pursuant to and governed by that certain Terms and Conditions below, by and between gWorks and **Saline County, Nebraska** (“Client”), and shall be in effect as of the last date in the signature boxes below (“Effective Date”) and shall continue until the end of the term of the last Service in this SOW, unless earlier terminated in accordance with the express termination rights set forth in this SOW, if any, and the Master Services Agreement. This Statement of Work will also set forth the scope of the Services, a description of the Deliverables, responsibilities for all parties, and the estimated fees. Any capitalized terms used, but not defined herein, shall have the meaning ascribed to it in the Services Agreement.

## TERMS AND CONDITIONS

This SOW is subject to and governed by the agreements, policies, and documents set forth below, all of which are incorporated herein by reference. By signing this SOW, the Client expressly agrees to all terms and conditions in the agreements, policies, and documents set forth below.

Master Services Agreement & Terms of Service (the “Services Agreement”):

<https://www.gworks.com/g2msatos/>

Privacy Policy: <https://www.gworks.com/privacy-policy/>

## DEFINITIONS

- “GIS-Compatible Format” (aka “GIS Format”) shall mean datasets that are compatible with a GIS. The format of these datasets include shapefiles, geodatabases, and Excel spreadsheets with (x,y) coordinates. After initial implementation, data from Excel spreadsheets with (x,y) coordinates for new layers are subject to a conversion fee.
- “User” shall mean a named person assigned a single Mobile App subscription seat. The person is required to have a unique email address for account creation and configuration. A user is a single distinct person and not persons.

## PROJECT OVERVIEW

The gWorks Clerk WebGIS Tab for County Clerks allows anyone with Internet access to view interactive maps of the various districts within a county, such as voting districts, tax districts, school districts, and more. The district map layers on the Clerk Tab are overlaid with various parcel and tax map layers from the County Assessor and are displayed to the public in a readily available and easy-to-view format. Making this information available via a public WebGIS site allows for greater transparency of local government by providing citizens access to geographic information regarding property ownership, county tax districts, and other information of interest to county citizens. The information maintained on the Clerk Tab may also be used as a decision-making tool for other county government offices by providing direct access to geospatial information that can be used for analysis, planning, and map production.

## SCOPE OF WORK

### CLERK TAB

The gWorks WebGIS is a template-based product that gWorks adapts and configures to individual county department needs. The template approach allows gWorks to provide similar, required functionality to many counties and their individual departments across the Midwest while keeping costs down. The WebGIS allows anyone with Internet access to search for—and look at—maps concerning property ownership information and any other data associated with each department tab.

The Client’s WebGIS will initially open to the Assessor Tab with parcels and base map layers visible (including roads, labels, and political boundaries). The Clerk Tab can be accessed from an icon at the top of the screen. The Clerk Tab will

contain data layers and information specific to the County Clerk, in addition to integrating other available layers and tools from the WebGIS. The following sections describe the Clerk Tab layers and tools that will be available.

CLERK TAB LAYERS

The Client’s Clerk Tab will be able to include the following layers, based upon availability in proper GIS Format (as defined above) by the Client at the time of set-up and implementation and the implementation plan chosen by the Client:

1. Parcels
2. Sections
3. Basemaps including FSA imagery, Esri Streetmaps, Topography, among other options
4. City Limits
5. Voting Precincts
6. Fire Districts
7. County Commissioner/Supervisor Districts
8. City Council Districts/Wards
9. School Districts
10. Tax Districts
11. Educational Service Unit (ESU) Districts
12. Educational Service Unit (ESU) Sub-Districts
13. School District Wards
14. Hospital Districts
15. Power Districts
16. Power Sub-Districts
17. Natural Resource Districts
18. Natural Resource Sub-Districts
19. Cemetery Districts
20. Ballot Splits

The Client may have any of the twenty (20) layers listed above as available. gWorks will supply the Parcel, Sections, Basemaps, City Limits, and voting precinct layers. gWorks will also convert up to three (3) layers from a “non-GIS Format” such as a PDF file. The Client may supply GIS Format information on any of the twenty (20) layers listed above to gWorks at the time of set-up and implementation to be added the Client’s Clerk Tab at no additional cost.

*\*gWorks reserves the right to determine whether any additional layers—not previously specified in the above list of twenty (20)—can or should be added and whether layer creation should fall under a different SOW with additional costs.*

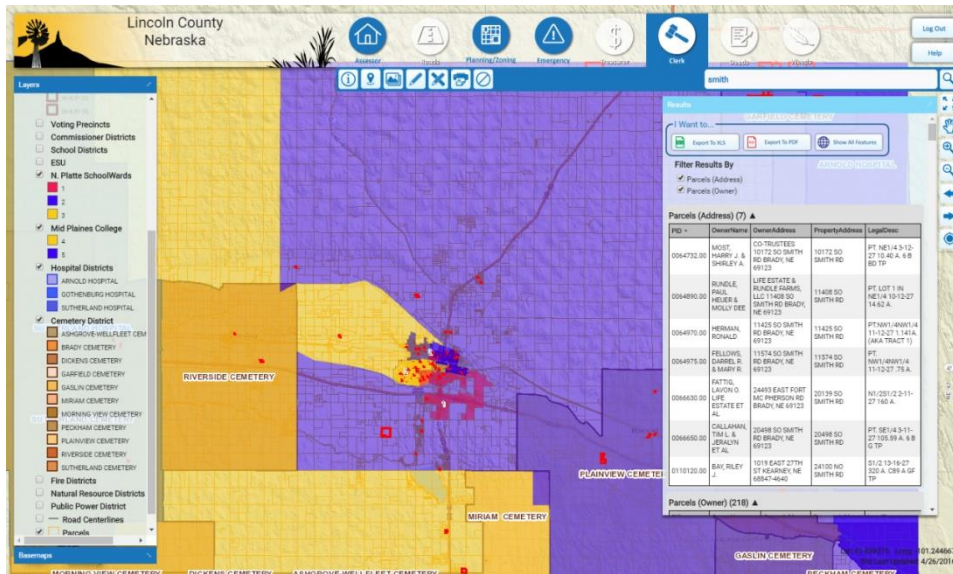
CLERK TAB TOOLS & FUNCTIONALITY

The County Clerk WebGIS Tab will include the following tools:

1. Full-text Search Bar
2. Map Navigation Tools: Zoom In, Zoom Out, Pan, Full Extent, Next Extent, Previous Extent, Locate Me
3. Identify Tool
4. Photo Tool
5. Measurement Tool
6. Drawing Tool
7. Print Tool

SEARCH BAR

The Search Bar is a GIS attribute-text search engine that allows the user to search for an asset or property by name, parcel ID number, address, or key word and bring up complete attribute information within seconds. After selecting a property from the search results list, the user has the option of zooming to the parcel on the map (map will highlight and zoom to the property), viewing more detailed results that will include PID, Owner Name, Property Address, Situs Address, and Legal Description (section, township, and range).



**Figure 1: Search results for “Smith.” Once a property has been selected in the results window, the user has the option to either zoom to the property on the map or view additional details about the property or feature.**

## MAP NAVIGATION

Zoom in and out buttons are always available while using the website. Additionally, the Map Navigation Tool allows the user to zoom to a specific section/township/range, address, or exact latitude and longitude. Easy panning (the ability to move the map around) is possible both when the pan tool is selected, and any other time the user wishes to navigate around the map using their mouse (except when the “zoom in” and “zoom out” tools are selected).

## IDENTIFY TOOL

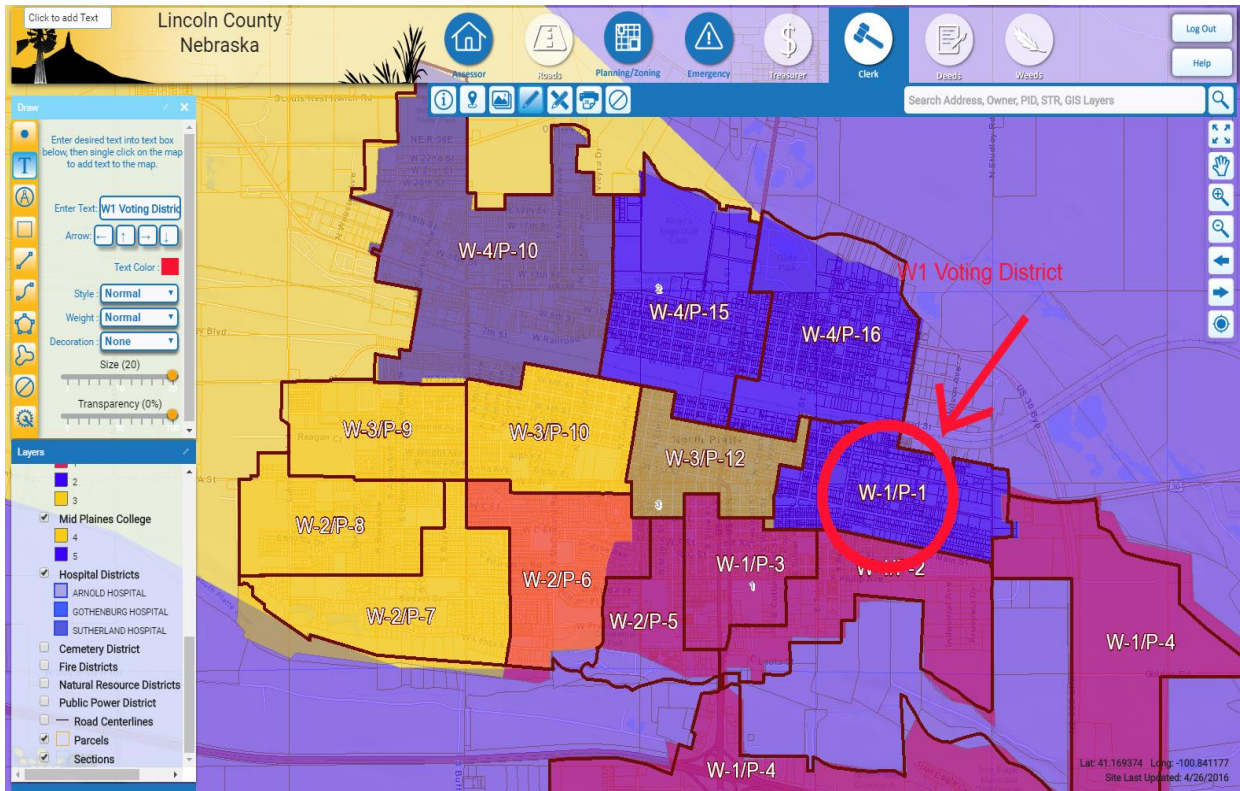
When activated, the Identify Tool allows a user to click inside a parcel on the map to see a pop-up window appear with basic parcel and/or asset information for the feature that was selected. Property card information is also available through the identify tool.

## MEASUREMENT TOOL

Length (feet, meters, miles, and kilometers) and area (acres, square miles, hectares, square yards, square feet, and square meters) measurements can be easily performed via the Measurement Tool. Using this tool, simply click at the starting point and double click at the ending point to measure a length or draw a polygon by clicking at each vertex location to measure the area.

## DRAWING TOOL

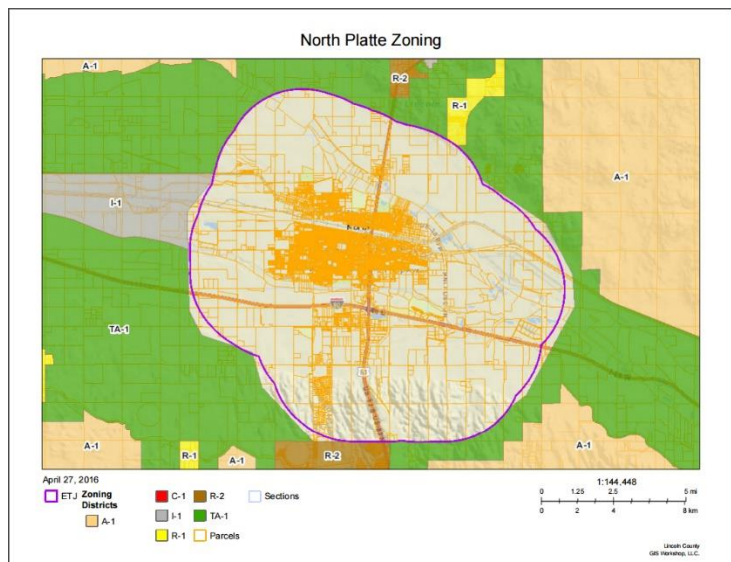
The Drawing Tool offers a wide range of options to mark up the map. The drawing tool offers options for point, line, polygon and text size, color, and transparency. The drawing tool, combined with the print to email tool, allows clients to provide immediate feedback to gWorks technicians.



**Figure 2: Drawing Tool illustrating polygon, line, and text features to show someone a specific voting district.**

## PRINT TOOL

The Print Tool is an excellent way for gWorks clients to create map screenshots that may include information they have drawn or measure and save them as a PDF or email them directly. This tool allows anyone to save a screenshot of the map image on their screen (including all modifications made using the drawing tool) and save the image as a PDF. Users also have an email option to email that screenshot directly to one or more email addresses with a custom subject line and message body. Additionally, users may create a customized map complete with optional Title, Legend, and North Arrow.



**Figure 3: The Print option creates a PDF map complete with Title, Legend, Scale, and Date.**

## WEBSITE HOSTING AND MAINTENANCE

gWorks will host the WebGIS on our redundant servers for the Client. WebGIS application maintenance is included in the annual subscription cost.

## WEBGIS TRAINING

Upon completion of the Clerk Tab set-up, gWorks will provide a one-hour web-based training session to the Client's County Clerk staff on the use of the Tab. This Client must complete this training within 15 days of WebGIS implementation. If the Client does not complete this training within 15 days, the project will be accepted as completed, and training will become billable at gWorks' current hourly rate.

## SUPPORT

gWorks will provide up to five (5) hours of support to the Client yearly. Support hours expire at the end of each contract year. Support hours cannot be "banked" or "roll over" to a subsequent year.

gWorks will update the layers it provides as warranted.

Support may include:

- Updating existing layers when provided data in proper GIS Format.
- Adding any of the previously specified twenty (20) layers when provided data in proper GIS Format.
- One-on-one time with a GIS Technician analyzing the Client's current Precinct and Ballot Split layers (if the Client has those layers) by using census block data from the US Census Bureau to help the Client figure out a way to minimize Ballot Splits and calculate total (and voting age) population within a precinct. Should the Client wish to have their precincts "geocoded" with the accurate count of current registered voters and their addresses, that will be an additional cost.

\*The Client is required to notify gWorks of any changes and provide support documentation of those changes via gWorks' Customer Portal.

\*\*gWorks reserves the right to determine whether data received in a non-GIS Format should fall under a different SOW with additional costs.

\*\*\*Any additional hours over the five (5) listed in this Support section shall be billed at gWorks' current hourly rate.

## CLIENT RESPONSIBILITIES

The successful completion of this project can only be attained through the full cooperation of Client's staff. gWorks cannot be held responsible for delays caused by items that are the responsibility of the Client. gWorks expects the Client to provide and/or be responsible for the following:

- Provision of all layers to be provided by the Client as outlined in the Data Layers sections above.
  - If a layer is not provided in the proper GIS Format by the Client, it may be omitted depending on the service tier.
  - For items with location coordinates only and no identification numbers or other information attached to that item, the only thing that will appear in the WebGIS site will be the point location of that item.
- Timely responses to gWorks questions or data requests for any information gWorks deems necessary to complete the tab.
- Costs and acquisition of any additional data not specifically identified in this proposal, **if necessary**.
- Refer to the Support section above for Client responsibilities for notifications to gWorks of updates in the individual layers. Many layers are subject to the Client providing gWorks with information concerning any necessary updates.

## PROJECT SCHEDULE

The gWorks team is ready to develop the Clerk WebGIS Tab after acceptance and receipt of a signed contract according to the tasks described in this Statement of Work. We anticipate completion of the Clerk Tab within twelve (12) weeks of contract execution. Because of our reliance on various County offices to perform certain steps in the project, we cannot be held liable for any delays in delivering the final product.

## TERM AND RENEWAL

The Clerk WebGIS Tab is a Web-based Service. This Web-based Service term is three (3) years in length with annual billable periods from July 1 – June 30 of the following year (“July 1 Term”). The Initial Term is either the first July 1 Term, or if the last date in the signature boxes below (“Effective Date”) is within the July 1 Term, the Initial Term prorates from the Effective Date month to the end of the July 1 Term plus one more annual term. Upon the expiration of the Initial Term of this Web-based Service, such Web-based Service will automatically renew for additional successive renewal periods of a one (1) year term length, unless earlier terminated in accordance with the express termination rights set forth in this SOW, if any, and the Services Agreement, or unless either party provides the other party written notice of non-renewal prior to the end of the then-current Initial Term or renewal term for such Web-based Service.

Upon term renewal, gWorks may increase the Client’s annual fees up to gWorks then-current list price or for changes to the Consumer Price Index. gWorks will notify the Client at least thirty (30) days in advance with the renewal term invoice, and the increased fees will apply at the start of the next renewal term. If the Client does not agree to this increase, either party can choose to terminate the renewal term at the end of the Client’s then-current term per the termination provisions in this Agreement or as set forth in the Ordering Document.

## COST AND PAYMENT TERMS

The following provides the total and detailed costs for the services and deliverables described in this proposal.

<b>Implementation</b>	<b>Cost</b>
Clerk WebGIS Tab - Implementation	\$4,950
<b>Total Implementation Cost</b>	<b>\$4,950</b>

<b>Annual Subscription Fee</b>	<b>Cost</b>
Annual Clerk WebGIS Tab Subscription	\$4,500
<i>Multi-Tab Discount</i>	<i>-\$1,125</i>
<b>Total Annual Costs</b>	<b>\$3,375</b>

Fees for all one-time Implementation or Professional Onboarding and fees for all Web-based Services and Desktop Services are due and payable as follows:

- Implementation or Professional Onboarding fees are due in full upon the Effective Date of this Order.
- Annual fees are payable in full or prorated based on the calendar month on the execution of this Ordering Document for the first year. For subsequent terms, the annual subscription, license, and product support fees (collectively, "annual fees") are due before or by the start of the Calendar Year term thereafter.

\*Client is eligible for a 25% discount on Annual Subscription if the Client has four (4) or more Tabs. Should the Client fall below four Tabs, this discount expires and the price reverts to full price.

## CHANGE ORDERS

Significant changes in, or additions to, this Statement of Work during the project that require additional consulting time from gWorks will require a Change Order to detail a revised Statement of Work. This will ensure that the changes to the Statement of Work are documented, and that both the Client and gWorks agree to the changes.

A Change Order reflects the new deliverables, activities, and budget for the remainder of the project. It amends the Agreement and Statement of Work from the date which is it signed. Payment for all hours worked and expenses incurred up to the date of the Change Order will be due at this time as they were stated in the original Agreement and Statement of Work. Additional time detailed in the Change Order will be billed at the gWorks fee structure in effect at the time of the issuance of the Change Order.

**TERMINATION**

This Statement of Work may be terminated with respect to any Service or Deliverable by mutual agreement of the parties. Upon termination, Client shall pay gWorks for all Services performed and Deliverables delivered up to and including the date of termination. Any annual fees are nonrefundable. These post-termination obligations shall survive the termination of this SOW, to the extent applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work (Project No. 0080-026) as of the date first above written.

**Agreed to and Accepted by:**

**gWorks**

Sign: Janelle Heuton

By: Janelle Heuton

Its: Chief Product Officer

Date: 06/21/2023

**Saline County NE**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

State of Nebraska } SS  
Saline County  
Filed in the County Clerks  
office Saline County, Nebraska

JUL 12 2023

July 12, 2023

at \_\_\_\_\_ o'clock and \_\_\_\_\_ minute  
\_\_\_\_\_ County Clerk

To: Saline County Board of Commissioners

From: Joshua K. McDougall – Clerk Magistrate of the County Court

RE: Surplus Items

The following inventory items have been declared surplus as they are either old, non-functional, or have been replaced.

5 - Waste Baskets

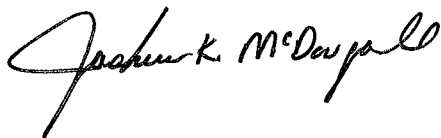
3 - Calculators

4 – Desk Fans

And Miscellaneous small office supplies (pen/pencil holders, drawer organizers, etc.)

Please let me know if you have any questions.

Regards,



Joshua K. McDougall

Please surplus two parking  
barriers and a rubbermaid cabinet  
from Saline County maintenance  
Inventory.

Thank you  
Dan Johnson

6-22-2023

## Anita Bartels

---

**From:** Dee Drake  
**Sent:** Wednesday, June 21, 2023 2:31 PM  
**To:** Anita Bartels  
**Subject:** surplus items  
**Attachments:** Surplus items.docx

Anita,

Please see the attached letter to the commissioners to surplus the below items. Can you please add this to the agenda?

We need to surplus the following items from the Clerk's inventory:

52856022	Kodak ScanMate i940 Scanner	2022	\$375.00	Election Desk	CLK127
	DELL 5200 Printer	2006		B2	CLK09
CQ4WH5	Model 650 Ballot Scanner, two OKI 520 Printers and 13 Automarks	2006	Provided by State	B2	
1644LZ03GRJ9	MX Anywhere 2 cordless Mouse	1/3/2017	\$50.00		CLK129
	Anitque chair - via courthouse stg	Feb-18	\$20.00		CLK 134
CNU319BCKR	HP Elitebook 14" Laptop - Silver	11/11/2017	\$240.00		CLK136
J83HPD2	Dell Precision 3420 Computer	1/10/2017	\$1,540.00		CLK132

The scanner and printer quit working. We no longer have the 650 ballot scanner, printer and Automarks(State property). The cordless mouse, chair and laptop are from the wellness office and they were not in the property brought up from the wellness office when we acquired that office. The computer is very slow and we've taken the information we need off of it.

We also need to surplus the following items from the Wellness Inventory:

14 – Fitbit 3  
Vending Machine  
Treadmill  
TV

The fitbits are broken and have been returned by employees. The vending machine was taken away when we decided to have the vending machine company bring their equipment in. The treadmill and TV are no longer in the fitness center (must have broken).

*Dee Drake*

Saline County Clerk's Office  
Accounts Payable Clerk



Saline County Clerk  
Saline County Courthouse  
204 S. High  
P.O. Box 865  
Wilber, NE 68465  
Phone: 402-821-2374

June 21, 2023

The following items need to be surplused and deleted from the Clerk's inventory:

Kodak Scanmate i940 Scanner – CLK127  
Dell 5200 Printer - CLK09  
Model 650 Ballot Scanner, two OKI 520 Printers and 13 Automarks  
Cordless Mouse - CLK129  
Dell Precision 3420 Computer - CLK132  
Antique Chair - CLK134  
HP Elitebook Laptop - CLK136

The following items need to be surplused and deleted from the Wellness inventory:

14 – Fitbit 3  
Vending Machine  
Treadmill  
TV

Best Regards,

Dee Drake  
Deputy County Clerk



Saline County Clerk  
Saline County Courthouse  
204 S. High  
P.O. Box 865  
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Best Regards,

Dee Drake  
Deputy County Clerk

## Anita Bartels

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*Dee Drake*

Saline County Clerk's Office  
Accounts Payable Clerk

## SALINE COUNTY ASSESSOR'S OFFICE

PO BOX 865  
WILBER, NE 68465  
PHONE: (402) 821-2588 FAX: (402) 821-3319  
EMAIL: [bkelly@salinecountyne.gov](mailto:bkelly@salinecountyne.gov)



June 30, 2023

The following items need to be considered surplus and deleted from the Assessor's inventory:

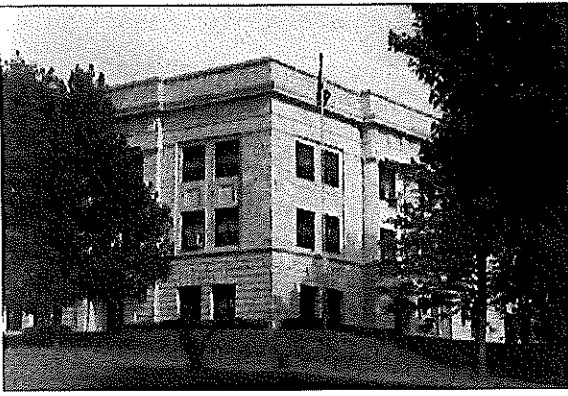
Logitech Mouse/Keyboard Combo – 1419CEOAD918  
Logitech Mouse/Keyboard Combo – 1419CEOAD909  
(2) Lufkin 100' measuring tapes  
(1) Lufkin 220' measuring tape  
Canon P1011-D calculator  
Dell Monitor – CN-OM743D-744445-95Q-503U  
Dell Monitor/Soundbar #3 – CN-OC73OC-71623-23U-2961  
Dell Speakers – CN-OR126K-48220-23Q-010F  
Dell Mouse – DPN – 4K93W  
Dell Optiplex 9020 Mini tower – J3PDF42  
Savin MP C3002 Multiuse Copier – 493L500962

The above items are no longer usable and needed to be removed.

Respectfully,

*Brandi Kelly*

Brandi Kelly  
Saline County Assessor



# Saline County Clerk of District Court

**Amber D. Mulbery**

PO Box 865

Wilber, NE 68465

(402) 821-2823 phone (402) 821-3179 fax

[amber.mulbery@nebraska.gov](mailto:amber.mulbery@nebraska.gov)

June 28, 2023

Saline County Board of Commissioners:

I am requesting you deem one 72 x 30 computer table from Bailiff's office as surplus along with one Cannon P1011-D calculator from District Judges' office as surplus property. I have removed the item from the District Court Clerk's office inventory. The items have not been used in years.

Sincerely,

Amber D. Mulbery  
Saline County District Court Clerk

State of Nebraska } SS  
Saline County  
Filed in the County Clerk's  
Office Saline County, Nebraska

JUN 28 2023

at \_\_\_\_\_ o'clock and \_\_\_\_\_ minute  
County Clerk

JUNE 30, 2023

SALINE COUNTY BOARD OF COMMISSIONERS  
SALINE COUNTY COURTHOUSE  
WILBER, NE 68465

SALINE COUNTY BOARD:

PLEASE FIND LISTED BELOW A FEW ITEMS WHICH WERE LISTED ON THE SALINE COUNTY TREASURER'S INVENTORY, WHICH I WOULD LIKE TO HAVE DECLARED AS SURPLUS PROPERTY AND REMOVED FROM MY INVENTORY.

TREAS – 32 Hon Office Chair – TS096	Acquired 10/26/1993	\$ 124.95
TREAS – 35 Hon Task Chair – 5831AB90T/MOMXUE	Acquired 06/17/2002	\$ 74.95
TREAS – 15 Monroe Pro Calculator – 010088	Acquired 11/09/2007	\$ 134.29

THE TOTAL AMOUNT TO BE REMOVED FROM THE TREASURER'S INVENTORY IS \$334.19.

THANK YOU.

DEBBIE SPANYERS  
SALINE COUNTY TREASURER

RESOLUTION #2023-039

BE IT HEREBY RESOLVED, by the Board of Commissioners of Saline County, NE,  
that the sum of \$700.00 be transferred from the Inheritance Fund #2700 to the Juvenile  
Services Aid Program Fund #2516, to be reimbursed when funds are available.

Motion made by Commissioner \_\_\_\_\_, seconded by Commissioner  
\_\_\_\_\_, to adopt the foregoing Resolution. All members present  
voting as follows:

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this 11<sup>th</sup> day of July, 2023

SEAL

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

RESOLUTION #2023-38

BE IT HEREBY RESOLVED, by the Board of Commissioners of Saline County, NE, that the sum of \$271.56 be transferred from the #2516 Juvenile Services Aid Program to the #2330 Juvenile Diversion, in reference to Journal Entry #23060025, dated June 30, 2023.

Motion made by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, to adopt the foregoing Resolution. All members present voting as follows:

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this 11th day of July , 2023.

SEAL

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

**SALINE COUNTY  
REQUEST TO OCCUPY COUNTY RIGHT-OF-WAY**

Tallgrass Energy, hereinafter referred to as owner, requests to construct/bury Gas Line occupying the Right-of-Way of the Saline County Public Road System at (legal description): Section 36 & 01, T05N & T04N, R03 E

\*See Attached

Construction on Gravel Roads **MUST** be Tunneled/ Bored  
Trenching on dirt roads optional by pre-approval only

(Please indicate one) : Trenching \_\_\_\_\_ (pre-approved by Highway Superintendent)  
Tunneled/Bored   X  

Owner proposes to place and maintain the aforesaid construction on Saline County Public Right-of-Way at owner's expense and hereby absolves Saline County, its officials and employees from any liability from the placing and maintaining of said construction.

The owner will cooperate fully with the officials of Saline County and will keep them fully and immediately informed of all construction or maintenance work required on Saline County public Right-of-Way. The surface of the road will be restored to the same condition as it was prior to the work and such restoration will be accomplished to the reasonable satisfaction of the Saline County officials.

Person to be contacted, prior to construction, is the County Highway Superintendent, Courthouse, second floor, phone (402) 821-2737. Each location to be inspected by Saline County when permit is submitted and upon project completion. Saline County will determine if any labor or gravel will be required to restore the surface of the road or County Right-of-Way to the same condition as it was prior to the project. If determined necessary, the work shall be performed and gravel supplied by the owner.

Attach a sketch or map indicating approximate location to or from an easily recognized landmark.

Date 6/22/23

Austin Bruhn

Signature of "Owner"

Phone 402-806-2850

Tallgrass Energy 370 Van Gordon Street

Lakewood, CO 80228

(complete mailing address)

\*\*\*\*\*

At the option of the County Board of Commissioners, the owner shall furnish a Surety Bond for an amount specified by the Board. The form of the bond shall be acceptable to the Saline County Board.

Surety Bond Required: YES  NO  Amount \_\_\_\_\_

COMMENTS: (County only) I recommend that this permit be granted subject to Tallgrass Energy agreeing to return the damaged area to its original condition.

THIS PERMIT SUBJECT TO REQUIREMENTS LISTED ON ATTACHED SHEET

Date 7-6-2023

Bruce H Fyfe

Signature - Highway Superintendent

\*\*\*\*\*

We hereby grant Tallgrass Energy permission to occupy the County Right-of-Way at the location indicated and according to the procedure and conditions described in this document.

Date July 11, 2023

\_\_\_\_\_  
Signature - Chairman of County Board

SALINE COUNTY

REQUIREMENTS

(Bore or Bury Gas Line)

1. The gas line will be placed at a MINIMUM depth of six (6) feet BELOW roadway ditch grade.
2. Saline County will be notified no less than 48 hours in advance of any construction.

**CALL:** Bruce Filipi (402) 821-2737 (Hwy. Supt. Office)  
826-9394 (Cell)

3. The applicant, Tallgrass Energy will adequately sign the location of the gas line at frequent intervals and at all culvert locations to insure that the applicant Tallgrass Energy will be notified before any future excavation by county forces.
4. The applicant, Tallgrass Energy will be required to relocate the gas line at their own expense, if necessary, for any future roadway construction.

**# 5 & 6 Apply to trenching operations only (Dirt Roads)**

5. The applicant, Tallgrass Energy will be responsible for obtaining adequate compaction of backfill for all trench cuts. Backfill will be placed in successive horizontal layers not exceeding six (6) inches, and properly compacted.
6. All waste material from the trenching operation will be evenly distributed over the ditch side slopes or back slopes. All roadway side slopes, ditches or back slopes disturbed by the trenching operation will be reseeded with a mixture of grass seed as recommended by the Nebraska Game & Parks Commission for seeding county roadways

Applicant: Austin Bruhn  
Signature

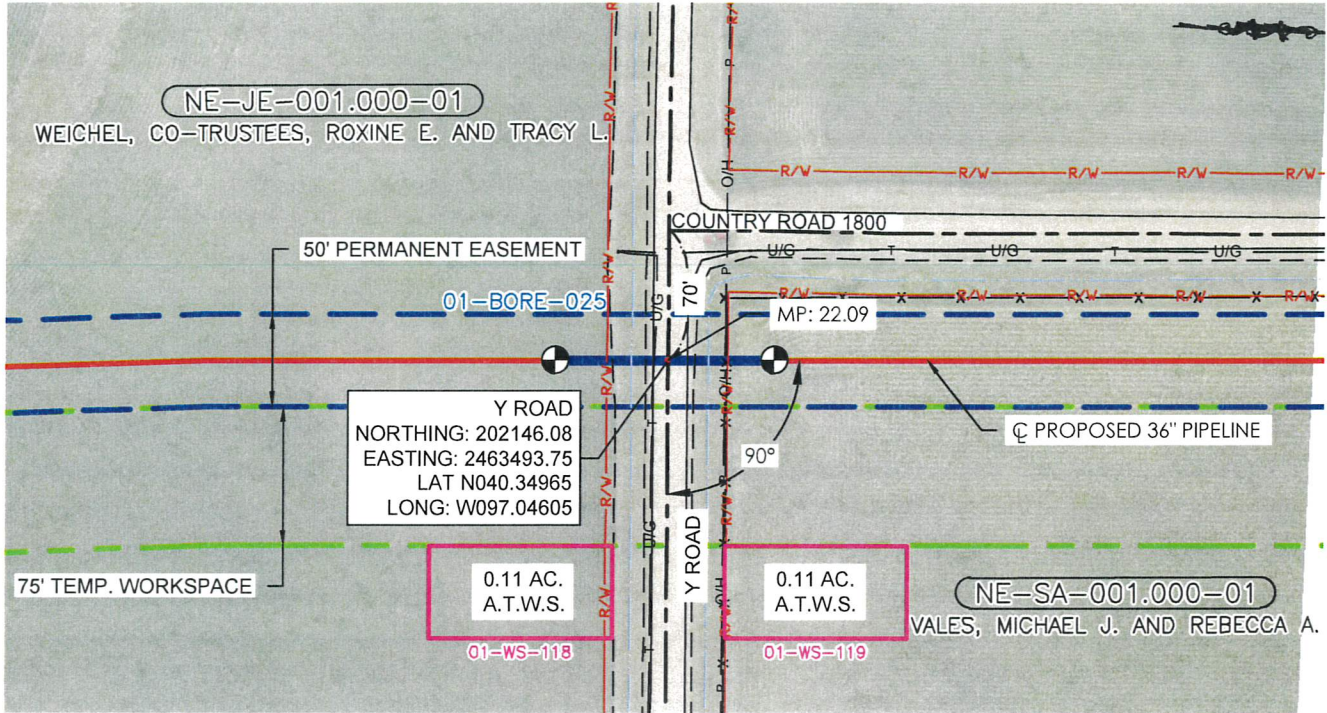
Address 370 Van Gordon Street  
Lakewood, CO 80228

Phone # 402-806-2850

Date: 6/22/23

# COUNTY ROAD CROSSING PERMIT

JEFFERSON COUNTY, NEBRASKA  
SEC 36 & 01, T05N & T04N & R03E 6TH P.M.



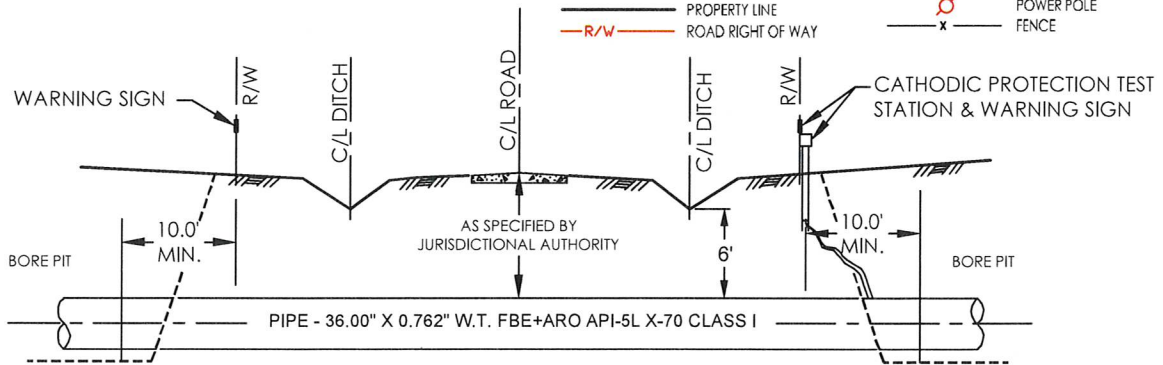
PLANVIEW  
SCALE: 1" = 100'

### GENERAL NOTES:

1. PIPELINE WARNING SIGNS SHALL BE INSTALLED AT EACH RIGHT-OF-WAY LINE.
2. ALL EXCAVATION AND BACKFILL SHALL BE IN ACCORDANCE WITH STATE DOT REQUIREMENTS
3. ALL TRENCH EXCAVATIONS DEEPER THAN 5' SHALL FOLLOW APPLICABLE STATE AND OSHA SAFETY REGULATIONS
4. COORDINATES SHOWN HEREON ARE BASED ON NAD83 NEBRASKA STATE PLANES, U.S. SURVEY FEET

### LEGEND

- PROPOSED PIPELINE
- PROPOSED PERMANENT ES/MT
- PROPOSED TEMP. WORKSPACE
- PROPOSED A.T.W.S.
- PROPOSED BORE
- PROPOSED ACCESS ROAD
- PROPOSED P.I.
- PROPOSED ENTRY/EXIT
- SECTION LINE
- PROPERTY LINE
- R/W ROAD RIGHT OF WAY
- FOREIGN PIPELINE
- WATER LINE
- UG UNDERGROUND ELECTRIC
- OH OVERHEAD ELECTRIC
- S.D. STORM DRAIN
- CROP LINE
- F.O.C. FIBER OPTIC
- CENTERLINE OF DITCH
- CENTERLINE OF ROAD
- POWER POLE
- FENCE



ISSUED FOR PERMIT  
08/18/2021

PROFILE (TYP.)  
NOT TO SCALE

MILEPOST @ C/R ROAD CROSSING: 22.09

JOB NO. 301374 PAGE 1 OF 1

### REVISION

NO.	DESCRIPTION	BY	APP'D	CHK'D	DATE
0	ISSUED FOR PERMIT	JAA	TL	DLM	08/18/21



DWN. BY: JAA DATE: 08/18/21  
CHK. BY: DLM 08/18/21  
PROJ. ENGR: JAA 08/18/21  
PROJ. MGR: JAA 08/18/21  
CLIENT APP:



36" REX LATERAL TO TPC EAST  
Y RD  
JEFFERSON CO, NEBRASKA

1" = 100' NE-SA-001.000-CR-01 REV 0

**SALINE COUNTY**  
**REQUEST TO OCCUPY COUNTY RIGHT-OF-WAY**

Unite Private Networks \_\_\_\_\_, hereinafter referred to as owner, requests to construct/bury Electric Cable/Utility Line occupying the Right-of-Way of the Saline County Public Road System at (legal description):  
SW 1/4 of Section 10, T7N, R4E starting at Hwy 103 & Industrial, East on North side of \_\_\_\_\_

Industrial Road to 896 County Road 2250

Construction on Gravel Roads **MUST** be Tunneled/ Bored

Trenching on dirt roads optional by pre-approval only

(Please indicate one) : Trenching \_\_\_\_\_ (pre-approved by Highway Superintendent)  
Tunneled/Bored  X

Owner proposes to place and maintain the aforesaid construction on Saline County Public Right-of-Way at owner's expense and hereby absolves Saline County, its officials and employees from any liability from the placing and maintaining of said construction.

The owner will cooperate fully with the officials of Saline County and will keep them fully and immediately informed of all construction or maintenance work required on Saline County public Right-of-Way. The surface of the road will be restored to the same condition as it was prior to the work and such restoration will be accomplished to the reasonable satisfaction of the Saline County officials.

Person to be contacted, prior to construction, is the County Highway Superintendent, Courthouse, second floor, phone (402) 821-2737. Each location to be inspected by Saline County when permit is submitted and upon project completion. Saline County will determine if any labor or gravel will be required to restore the surface of the road or County Right-of-Way to the same condition as it was prior to the project. If determined necessary, the work shall be performed and gravel supplied by the owner.

Attach a sketch or map indicating approximate location to or from an easily recognized landmark.

Date 6/28/2023

Scott Wilgus

Signature of "Owner"

Phone 402-710-1889

3880 Vermaas PI

Lincoln, NE 68502

(complete mailing address)

\*\*\*\*\*

At the option of the County Board of Commissioners, the owner shall furnish a Surety Bond for an amount specified by the Board. The form of the bond shall be acceptable to the Saline County Board.

Surety Bond Required: YES \_\_\_ NO  X  Amount \_\_\_\_\_

COMMENTS: (County only) I recommend that this permit be granted subject to

UNITE PRIVATE NETWORKS agreeing to return the damaged area to its original condition.

THIS PERMIT SUBJECT TO REQUIREMENTS LISTED ON ATTACHED SHEET

Date 7-6-2023

Bruce H Fips

Signature - Highway Superintendent

\*\*\*\*\*

We hereby grant Unite Private Networks permission to occupy the County Right-of-Way at the location indicated and according to the procedure and conditions described in this document.

Date July 11, 2023

Signature - Chairman of County Board

Date 6/28/2023

**SALINE COUNTY**

**REQUIREMENTS**

(Bore or Bury Electric Cable\Utility Line)

1. The cable must be buried a MINIMUM of five (5) feet BELOW ditch elevation.
2. Saline County will be notified no less than 48 hours in advance of any construction.

**CALL:** Bruce Filipi (402)-821-2737 (Hwy. Supt. Office)  
(402)-826-9394 (Cell)

3. The applicant, Unite Private Networks will adequately sign the location of the Electric Cable/Utility line at frequent intervals and at all culvert locations to insure that the applicant, \_\_\_\_\_ will be notified before any future excavation by county forces.
4. The applicant, Unite Private Networks will be required to relocate the Electric Cable/Utility line at their own expense, if necessary, for any future roadway construction.

**# 5 & 6 Apply to trenching operations only (Dirt Roads)**

5. The applicant, Unite Private Networks will be responsible for obtaining adequate compaction of backfill for all trench cuts. Backfill will be placed in successive horizontal layers not exceeding six (6) inches, and properly compacted.
6. All waste material from the trenching operation will be evenly distributed over the ditch side slopes or back slopes. All roadway side slopes, ditches or back slopes disturbed by the trenching operation will be reseeded with a mixture of grass seed as recommended by the Nebraska Game & Parks Commission for seeding county roadways.

Applicant: Scott Wilgus  
*Signature*

Address: 3880 Vermaas PI  
Lincoln, NE 68502

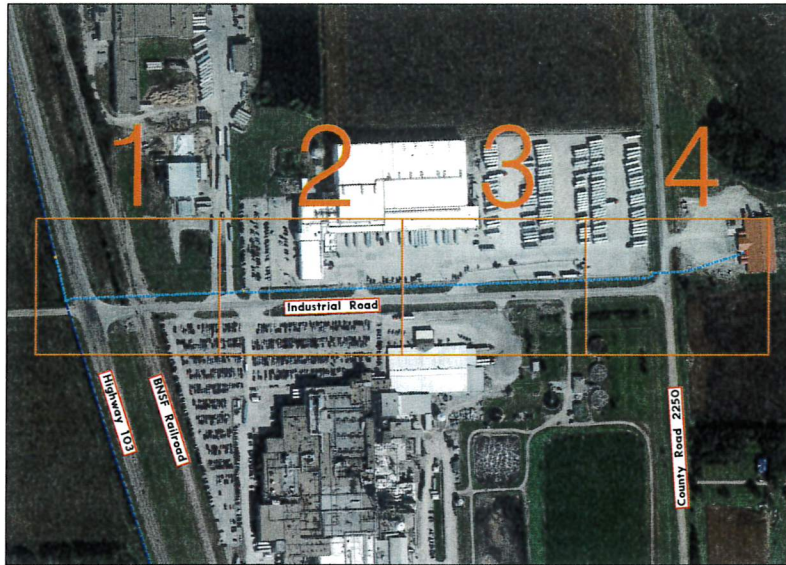
Phone # 402-710-1889

PROJECT COORDINATION CONTACTS			
NAME	AGENCY	PHONE NUMBER	EMAIL
SCOTT WILGBUS	UNITE PRIVATE NETWORKS	402-710-1889	SCOTT.WILGBUS@UNITEPRIV.COM
BRUCE FILIPPI	SALINE COUNTY	402-836-9394	SCROADS@COCODECOMA.NET
CIERRA ARNETT	NDOT	402-471-0850	CIERRA.ARNETT@NEBRASKA.GOV

**SALINE COUNTY, NEBRASKA  
UNITE PRIVATE NETWORKS  
43231 AUREON CRETE  
896 COUNTY ROAD 2250**

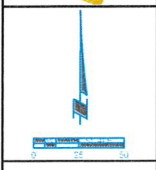
PERMITS REQUIRED	
SHT. NO.	DESCRIPTION
F.1	BNSF RAILROAD
F.1	NDOT OCCUPY NE-103
F.1	NDOT UNDERCROSS NE-103
F.1-F.4	SALINE COUNTY
F.3-F.4	FLOODPLAIN

SHEET INDEX	
SHT. NO.	SHEET INDEX
C.1	COVER
G.1	GENERAL NOTES
F.1-F.4	FIBER DESIGN



PROJECT NO.	SHEET NO.
071-2023	C.1
Date: 06/28/2023	Drawn: JLS
100% Scale: 1" = 20'	Checked: TMR
	Approved: JLD

PROJECT: 43231 AUREON CRETE



**PRIOR TO CONSTRUCTION:**

CALL 811 FOR LOCATION OF UNDERGROUND TELEPHONE, ELECTRIC, GAS MAINS, CABLE TELEVISION AND OTHER UTILITIES. EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL CONTRACTORS TO EXACTLY LOCATE AND PROTECT EACH EXISTING UTILITY BEFORE AND DURING ACTUAL CONSTRUCTION. CONSTRUCTION SHALL MEET SALINE COUNTY STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD PLANS.

PRELIMINARY PLAN  
**90 PERCENT  
SUBMITTAL**  
06/28/2023  
NOT FINAL - SUBJECT TO CHANGE

**COVER**

DATE: 06/28/2023  
SCALE: 1"=20'  
DRAWN: JLS  
CHECKED: TMR  
APPROVED: JLD



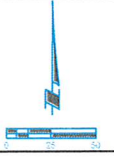
PROJECT NO.	SHEET NO.
07-0218	F-1

DATE: 08/28/2023	DRAWN: JAS
REVZ: Scale 1:50	CHECKED: TMM
	APPROVED: JOC

PROJECT: 4321 AURION CRETE

**olsson**  
CONSULTING ENGINEERS  
ARCHITECTS & PLANNERS

**Unite**  
PEACE THROUGH



**PRIOR TO CONSTRUCTION:**  
CALL 811 FOR LOCATION OF UNDERGROUND TELEPHONE, ELECTRIC, GAS MAINS, CABLE TELEVISION AND OTHER UTILITIES.

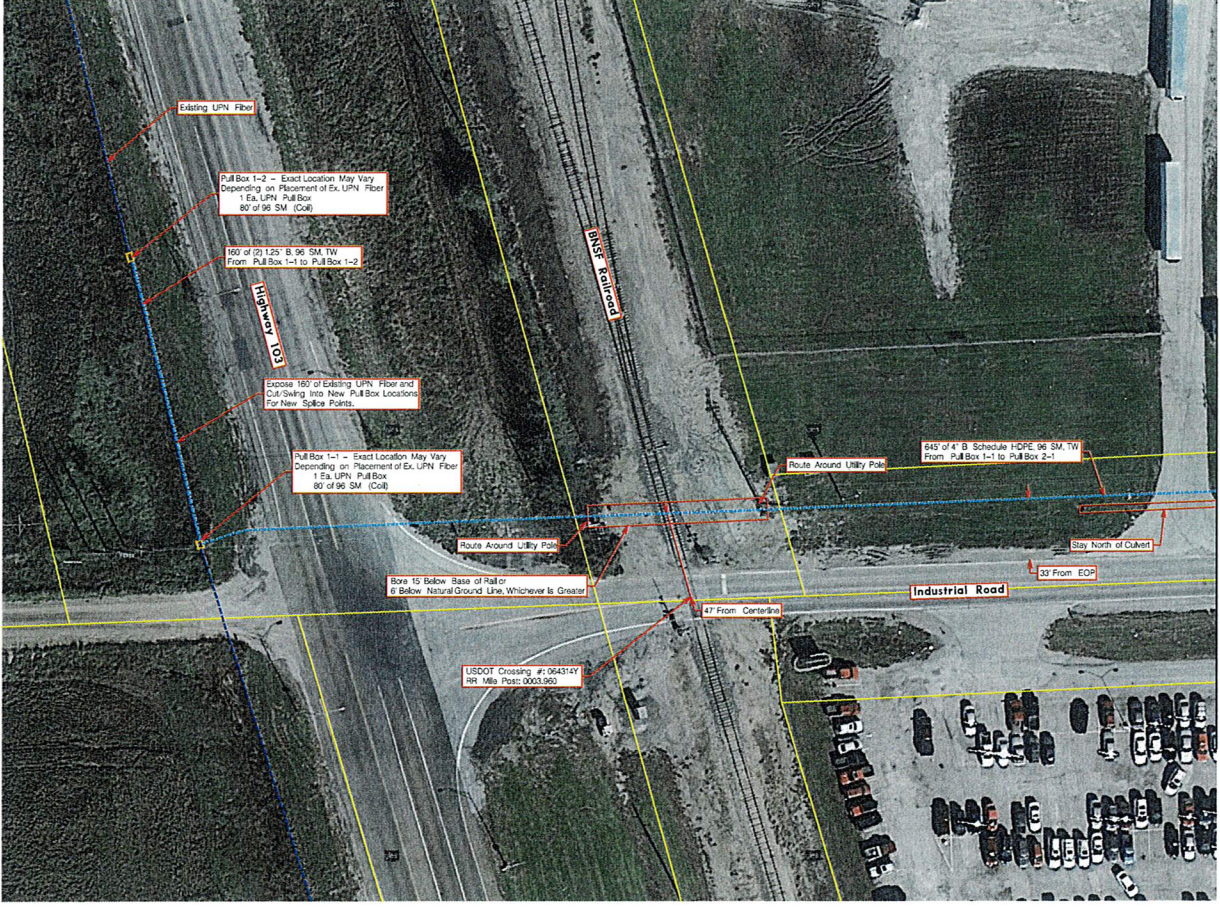
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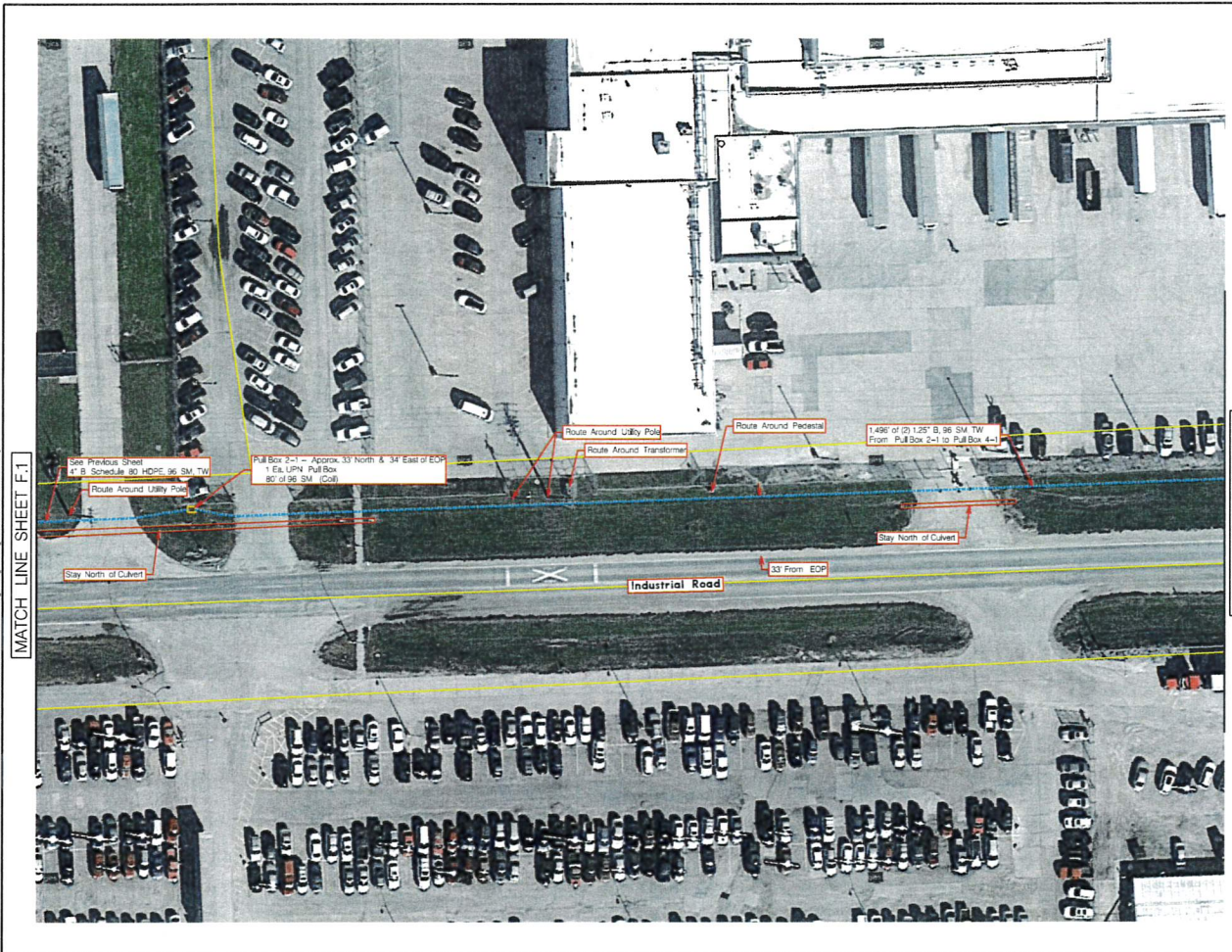


**FIBER DESIGN**

MATCH LINE SHEET F-2

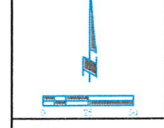


DATE: 08/28/2023  
DRAWN: JAS  
CHECKED: TMM  
APPROVED: JOC



PROJECT NO.	SHEET NO.
07-0018	F.2
Date: 06/28/2023	Scale: 3/4"
Drawn: TMR	Reviewed: JPD

PROJECT: 43231 AUREON CRETE



**Nebraska 811**  
Know where you dig.  
Call before you dig.

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CONSTRUCTION SHALL MEET SAUNE COUNTY STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD PLANS.

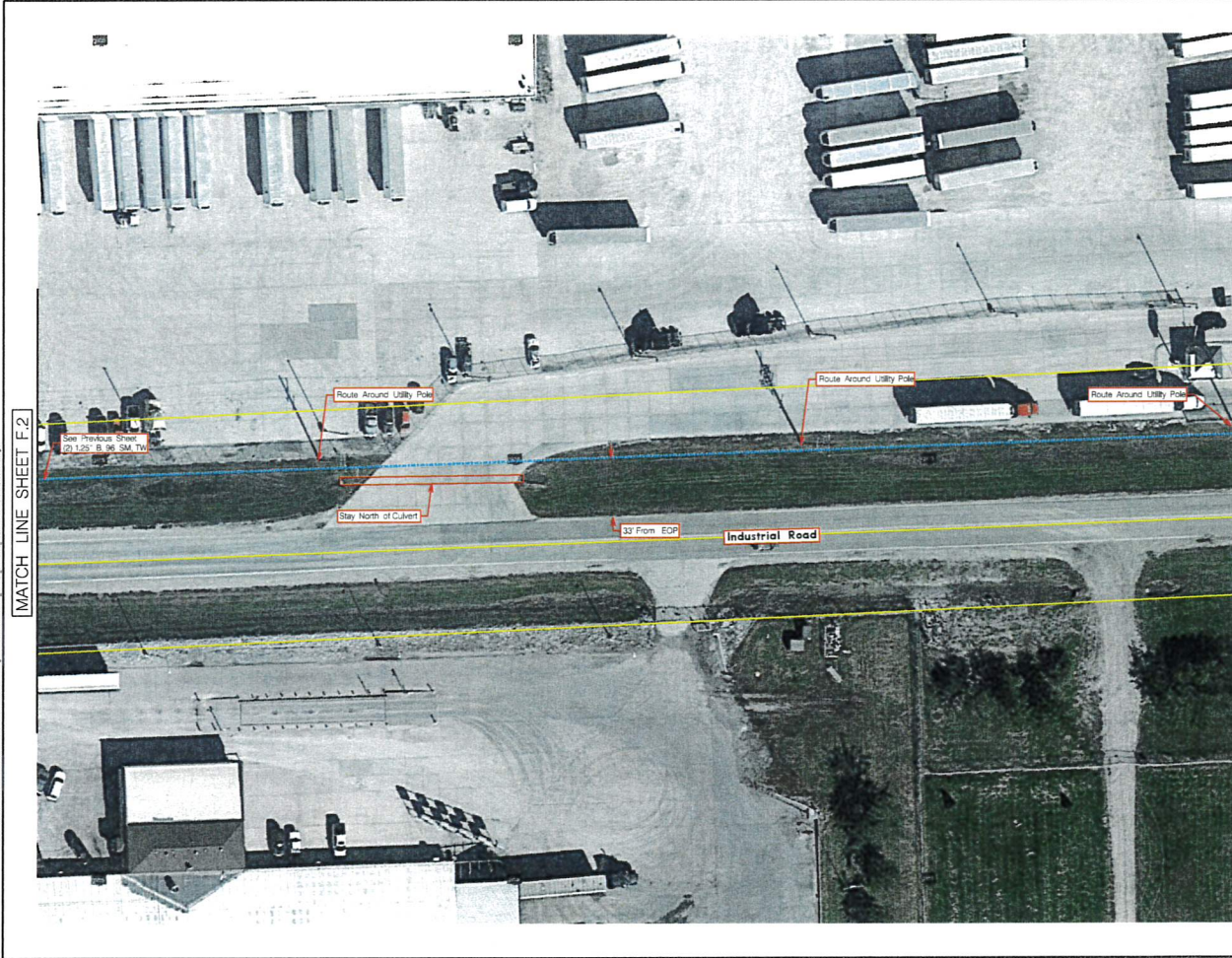
PRELIMINARY PLAN  
**90 PERCENT SUBMITTAL**  
NOTHING - SUBJECT TO CHANGE  
06/28/2023

**FIBER DESIGN**

MATCH LINE SHEET F.1

MATCH LINE SHEET F.3

DATE: 06/28/2023  
DRAWN: TMR  
CHECKED: JPD  
SCALE: 3/4"



MATCH LINE SHEET F.2

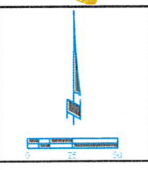
MATCH LINE SHEET F.4

PROJECT NO.	SHEET NO.
071-0018	F.3
DATE: 06-28-2023	SCALE: AS SHOWN
DRAWN: TMR	CHECKED: JPD

PROJECT: 432H AURION CRETE

**olsson**  
OLSON & ASSOCIATES  
 ENGINEERS ARCHITECTS PLANNERS

**Unite**  
PROJECT SERVICES



**PRIOR TO CONSTRUCTION:**

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PRELIMINARY PLAN

**90 PERCENT SUBMITTAL**

06.28.2023

NOTHING - SUBJECT TO CHANGE

**FIBER DESIGN**

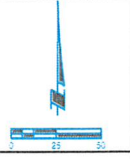
DATE: 06/28/23  
 DRAWN: TMR  
 CHECKED: JPD

PROJECT NO.	SHEET NO.
027-0078	F.4
Date: 06/28/2023	Drawn: JJS
100% Scale: 1" = 50'	Checked: TMR
	Approved: JPD

PROJECT: 43201 ALBION, CRETE

**olsson**  
CONSULTING ENGINEERS  
ARCHITECTS

**Unite**  
PERMIT SERVICES



**Nebraska 811**  
Know what's below. Call before you dig.

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PRELIMINARY PLAN  
**90 PERCENT SUBMITTAL**  
 06-28-2023  
 NOT FINAL - SUBJECT TO CHANGE

**FIBER DESIGN**



MATCH LINE SHEET F.3

DATE: 06/28/2023  
 DRAWN: JJS  
 CHECKED: TMR  
 APPROVED: JPD