

COMMISSIONERS RECORD P

DAKOTA COUNTY BOARD OF COMMISSIONERS
MAY 9, 2005 PROCEEDINGS
COUNTY BOARD MEETING ROOM
DAKOTA COUNTY COURTHOUSE

Chair Engel called their regular scheduled meeting to order at 1:30 p.m. Roll call was taken with the following members present: Miller, Bousquet, O'Neill, Hartnett, and Engel. Ted Piepho, Secretary. The Pledge of Allegiance was recited.

Arnie Mellick, Acting Road Foreman, opened the bids that were received from the Road Department's ad to purchase a new or used pickup.

They were as follows:

Anderson Auto Group from Missouri Valley
2005 Ford New Light Duty Extended Cab \$19,759.
Used Ford Light Duty Extended Cab Pickup \$15,900.
2003 Ford with 22776 Standard Cab 4X4

Anderson Auto Group from Missouri Valley
2005 New 1/2 extended Cab with 8' Box \$23,413.

Anderson Auto Group from Missouri Valley
2005 Chevy New Light Duty Extended Cab \$19982.
Used Chevy Light Duty Extended Cab Pickup \$17,827.
2003 Chevy with 24000 miles Extended Cab 4X4

Anderson Auto Group from Missouri Valley 2005 New 1/2 extended Cab with 8' Box \$21,443.03.

Janke Auto Co. from Pender
2005 Chevy New Light Duty Extended Cab \$22998. (Colorado) 2003 used Chevy Silverado \$19948.

Wood House Auto Family from Blair
2005 Ford New Light Duty Extended Cab \$18999.
2002 used Ford \$10990. 34000 miles
1621. 36000 mile warranty 36 months
Total \$12,611.

Chair Engel referred the bids to the Road Committee.

The board discussed a resolution that would allow the county to upgrade 160th Street from Highway 110 to F Avenue. The purpose was that Mark Albenesius purchased some property and if this road were upgraded then he could use this road rather than causing the additional truck traffic on 164th Street.

Commissioner Hartnett moved, seconded by Commissioner Bousquet to adopt Resolution 05C-014 adding Project No. C-22(201) to the current One Year Road Program as follows:

RESOLUTION 05C-014

WHEREAS, it is in the public interest to improve by grading & gravel surfacing the segment of 160th Street from Highway 110 east to F Avenue, more particularly described as beginning at the southwest corner of Section 36, Township 29 North, Range 8 East of the 6th Principal Meridian, Dakota County, NE and ending near the Southeast corner of Section 36, Township 29 North, Range 8 East of the 6th Principal Meridian, Dakota County, NE. Total length of the improvement being one (1) mile.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Dakota County, Nebraska, that said segment of 160th Street be constructed and maintained.

BE IT FURTHER RESOLVED, that the project be added to the current One Year Road Program of said County to be known as Project No. C-22(201).

Adopted this _____ of _____, 2005 at Dakota City Nebraska.

ATTEST:

Board of County Commissioners
Dakota County Nebraska

County Clerk
Board Member Hartnett moved the adoption of said resolution
Roll Call: 5 yea 0 nay

Chairperson

Resolution adopted, signed & billed as adopted.
ROLL CALL VOTE: Miller- Yea, Bousquet- Yea, O'Neill- Yea, Hartnett- Yea, Engel- Yea, UNANIMOUS MOTION CARRIED.

The board discussed the Tire Grant that the County was awarded for 120 ton of Tires.

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Stan Binkley appeared before the Board. He had concerns about the crowning of the roads, mowing of road ditches and no gravel on Q Avenue. He also objected to the stockpiling of Chicken manure for long lengths of time. He said that the land owner and the people stockpiling the manure don't have to live next to it.

Chair Engel announced that since Commissioner Miller and Commissioner Bousquet devoted so much time to the jail that he was removing them from the Road Committee and placing Commissioner Hartnett and himself on that committee effective immediately.

Rod Herron, Jail Administrator, appeared before the board requesting a part time person to help out with Electronic Monitoring. He said that Linda Schovenac and Amanda Jones each had 30 people on Electronic Monitoring and this is too many for one person to handle and a part time person could help them both.

Mr. Ed Matney had dropped off a letter earlier, which read as follows:

Dakota County Attorney
DAKOTA COUNTY, NEBRASKA
P.O. Box 117 Dakota City, Nebraska 68731
(402) 987-2151 Fax (402) 987-2186

May 9, 2005

William Engel
Commissioner
P.O. Box 338
Dakota City, NE 68731

Dear Commissioner Engel:

I am writing to encourage you to support the Sheriff's Office in its efforts to expand the house-arrest program. Currently, the staffing situation has about reached its limit to adequately supervise the large number of people placed on house arrest. Because the house-arrest program is financially wise for Dakota County, my office makes every effort to recommend it for appropriate defendants.

The judges have been very supportive of the program However; I anticipate that they will only continue their support for a program with appropriate staffing levels. At this point, expansion of the program is not possible. The Board of Commissioners should act to change that at its earliest opportunity.

Sincerely,

Edward H. Matney
Dakota County Attorney

EHM/bsh
cc Sheriff Wagner
Chief Deputy Herron

Commissioner Bousquet moved, seconded by Commissioner O'Neill to authorize Rod Herron to hire a part time person less than 32 hours a week.

ROLL CALL VOTE: Bousquet- Yea, O'Neill- Yea, Hartnett- Yea, Engel- Yea, Miller- Yea, UNANIMOUS MOTION CARRIED.

Mark Dorcey, Register of Deeds, appeared and presented the Register of Deeds 0100-604 budget. The 2005/06 Official's Request was \$73,166. Mr. Dorcey also submitted a Revenue Summary showing his office year-to-date earnings.

Robert Giese, County Treasurer, appeared and presented the County Treasurer's 0100-603 budget. The 2005/06 Official's Request was \$230,835.47.

Sheriff Wagner and Rod Herron appeared and presented the 0100-671 Jail Budget. The 2005/06 Official's Request was \$3,396,673.

Sheriff Wagner and Rod Herron appeared and presented the 0100-651 Sheriff's budget. The 2005/06 Official's Request was \$929,228.18.

Amanda Jones appeared and presented the 0100 669 Community Corrections-Pretrial budget. Her 2005/06 request was \$39,446.06.

Commissioner Miller moved, seconded by Commissioner Bousquet to rescind the Amendment to the Interlocal Agreement entered into on the 25th day of April, 2005 and to adopt the following Interlocal agreement subject to the County Board approving the Management Agreement referred to in the following amendment.

AMENDMENT TO INTERLOCAL AGREEMENT

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This Amendment to Interlocal Agreement (the "Amendment") is made and entered into this 9th day of May, 2005 by and between the City of South Sioux City, Nebraska, (the "City") and The County of Dakota, in the State of Nebraska, (the "County").

WITNESSETH

WHEREAS, the City and the County have previously entered into an agreement entitled "Interlocal Agreement" dated June 14, 2004 (the "Original Agreement" and as amended by and together with this Amendment, the "Agreement") pursuant to the provisions of the Interlocal Cooperation Act (Sections 13-801 to 13-827, R.R.S. Neb. 1997, as amended, the "Act") relating to the construction and financing of a new jail correctional facility (the "Project") and also to contributions to the joint City-County Law Enforcement Center;

WHEREAS, the City and the County have determined that it is necessary to modify the Agreement to provide for the creation of a joint entity, constituting a separate body corporate and politic to act on behalf of the City and the County in accordance with the terms of the Act in order to hold title to and facilitate the construction and financing of the Project;

NOW THEREFORE, pursuant to the Act and the approvals by the governing bodies of the City and the County and in consideration of the mutual covenants and undertakings herein provided for, IT IS HEREBY AGREED, as follows:

Section 1. Paragraph 2 of the Original Agreement is hereby amended to provide as follows:

2. Administration. Pursuant to the Act, the City and the County hereby create a joint entity which shall be named the Dakota County Jail/Correctional Facilities Agency (the "Agency") and shall constitute a separate body corporate and politic under the provisions of the Act. The Agency shall be subject to control by the City and the County (collectively, the "Members") in accordance with the terms of this Agreement. The Agency's existence shall commence upon the execution of this Amendment to Interlocal Agreement by each of the Members. The following provisions shall govern the Agency and its operations:

A. Purpose. The purposes of the Agency are as follows:

(1) To make efficient use of the powers of the Members by enabling them to cooperate with each other on a basis of mutual advantage and thereby provide the Project to serve the needs of the Members relating to jail and correctional facilities.

(2) To provide or contract for the acquisition, finance, construction and operation of the Project as a jail and correctional facility serving the requirements of the City and the County, including but not limited to contracting for the lease and sale of the Project to the City and the County by lease-purchase agreement and contracting with the County for the management of the Project, all as authorized by the Act, specifically including Section 13-807 thereof.

B. Organization. The following terms shall apply to the governance of the Agency:

(1) Governing Body. The governing body (the "Governing Body") of the Agency shall consist of three representatives, one from each of the Members and a third member appointed by the County from the public at large. Unless otherwise determined by resolution of the Mayor and Council of the City, the representative of the City shall be its City Administrator. Unless otherwise determined by the Board of Commissioners of the County, the representative of the County shall be the County Clerk of Dakota County. The representative appointed from the public at large shall be a resident of Dakota County.

(2) Voting. Each member of the Governing Body shall have one vote. Each representative shall be required to vote in accordance with any direction made by resolution of such representative's appointing body.

(3) Quorum. A majority of all members of the Governing Body shall constitute a quorum for the transaction of any Agency business.

(4) Officers. Governing Body shall appoint one of its representative members as the Executive Director/Secretary of the Agency and another of such member as the Deputy Executive Director/Secretary.

(5) Meetings and Notice. Meetings of the Governing Body may be called in the same manner and on the same notice as meetings of the Board of Commissioners of the County.

(6) Agency Legal Counsel. The Dakota County Attorney shall be the Agency's legal counsel.

C. Duration. The Agency shall have a life of thirty years, commencing from and after the date of this Amendment; provided, however, that if after all bonds issued by the County to pay the costs of constructing and acquiring the Project (including the County Bonds (as defined below) and any bonds issued to refund the County Bonds) have been retired prior to such termination date and any and all other contractual obligations of the Agency have been satisfied, the existence of the Agency may be terminated at the option of either of the Members. Upon the termination of the Agency, all property then owned by the Agency shall become the property of the County, subject however to the terms of any then existing lease-purchase agreement made by the Agency.

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D. Member Contribution/Lease-Purchase Agreements. Any costs related to the establishment, organization and operating expenses of the Agency shall be paid for from equal contributions by the Members as budgeted and appropriated from year to year. The Cost of the Project shall be provided for under the terms of a separate lease-purchase agreement between the County and the Agency (the "County Lease-Purchase Agreement") and a separate Lease-Purchase Agreement between the City and the Agency (the "City Lease-Purchase Agreement"). The City Lease-Purchase Agreement and the County Lease-Purchase Agreement are each to be made in order to effect the cooperative purpose set forth in Paragraph 3 of the Original Agreement as approved at the elections referred to in Paragraph 4 and Paragraph 5 of the Original Agreement. The County Lease-Purchase Agreement shall provide for the County to contribute to the costs of the Project by issuing its Correctional Facilities Bonds (Sales Tax Revenue Source), Series 2005, in the principal amount of \$7,025,000 (the "County Bonds"). The City Lease-Purchase Agreement shall provide for the City to contribute to the costs of the Project by making payments from sales tax receipts as provided for in that proposition submitted to the voters of the City on August 10, 2004 (the "City Sales Tax Contribution"). The Agency shall assign the City Lease Purchase Agreement and the payment rights thereunder to the County in consideration of the issuance of the County Bonds and in order to provide for payment of the County Bonds. Title to the Project shall be in the Agency but shall transfer to the County and the City in accordance with the terms of the County Lease Purchase Agreement and the City Lease Purchase Agreement.

E. Powers. The Agency shall have such powers as are allowed by the Interlocal Cooperation Act, and any amendments thereto, including, but not limited to, the powers:

- (1) To sue and be sued;
- (2) To have a seal and alter the same at pleasure or to dispense with the necessity thereof;
- (3) To make and execute contracts and other instruments necessary or convenient to the exercise of its powers, including leases, lease purchase agreements and management contracts;
- (4) from time to time, to make, amend, and repeal bylaws, rules and regulations, not inconsistent with the Interlocal Cooperation Act and this Agreement, to carry out and effectuate its powers and purposes;
- (5) To make all necessary rules and regulations governing the use, operation and control of a jail/correctional facility;
- (6) To establish just and equitable rates or charges for the use of the jail/correctional facility, any property or equipment associated therewith, or any services provided in connection with said facility;
- (7) to purchase, plan, develop, construct, equip, maintain and improve a jail/correctional facility including the lease or acquisition of real estate or rights therein by gift, grant, lease, purchase or condemnation, as necessary for the construction and operation of such facility;
- (8) To acquire, hold, use and dispose of the any reserves derived from the operation of a jail/correctional facility;
- (9) To acquire, hold, use and dispose of other personal property for the purposes of the Agency;
- (10) To provide a jail/correctional facility for the use of the County and the City and such other public users as shall be deemed appropriate by the Agency;
- (11) To make or cause to be made utilization and engineering studies and surveys necessary or useful and convenient to carrying out the functions of the Agency;
- (12) to contract with and compensate consultants for professional services including, but not limited to, architects, engineers, planners, lawyers, accountants, and others found necessary or useful and convenient to the stated purposes of the Agency;
- (13) To provide for a system of budgeting, accounting, auditing and reporting of all Agency funds and transactions, for a depository, and for bonding of employees;
- (14) to consult with representatives of Federal, State and local agencies, departments and their officers and employees and to contract with such agencies and departments for services and equipment as needed for the jail/correctional facility;
- (15) To exercise such other powers as are available under the then existing law of each Member;
- (16) to borrow money, make and issue negotiable bonds, certificates, bond anticipation notes, refunding bonds and notes, all in accordance with Sections 13-808 through 13-824 of the Interlocal Cooperation Act, and any amendments thereto, and to secure the payment of such bonds, certificates, refunding bonds and notes or any part thereof by a pledge of any or all of the Agency's net revenues and any other funds or property which the Agency has a right to, or may hereafter have the right to pledge for such purposes;

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(17) to provide in the proceedings authorizing such obligations for remedies upon default in the payment of principal and interest on any such obligations, including, but not limited to, the appointment of a trustee to represent the holders of such obligations in default and the appointment of a receiver of the Agency's property, such trustee and receiver to have the powers and duties provided for in the proceedings authorizing such obligations;

(18) To receive payments for the use of the jail/correctional facility and associated equipment and property;

(19) To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment;

(20) to employ a manager which may be a political subdivision or other entity or person and which may exercise such of the Agency's powers as shall be determined by contract and as determined by the Governing Body from time to time; and

(21) to borrow money and accept grants, contributions, property or loans from, and to enter into contracts, leases, or other transactions with municipal, county, state, or the federal government, including any Member.

It is the intention of the parties that the powers of the Agency are to be exercised on behalf of the Agency under the terms of a management agreement between the Agency and the County. Any such management agreement shall also be signed on behalf of the City to show approval of the form and content of such management agreement.

F. Technical Cooperation from Members. The Members agree to respond to reasonable requests to make information available to the Agency or its manager for the purposes of this Agreement, and to assure that any engineers and consultants hired by the Members release to the Agency materials, data and other items pertinent to this Agreement.

G. Budgeting. The Governing Body shall prepare a budget based on a fiscal year ending June 30 of each year for the operation of the Agency, the same to be adopted by the Governing Body no later than August 31 of each year.

H. Not for Profit. It is expressly understood that the Agency is a public body and is to be operated not for profit and no profit or dividend will inure to the benefit of any individual.

I. Dissolution. Upon dissolution of the Agency, all assets shall be distributed to the County.

J. Manner of Acquiring and Holding Property. The Agency may lease, purchase, or acquire by any means, from a Member or from any other source, such real and personal property as is required for the operation of the Agency and for carrying out of the purposes of this Agreement. The title to all such property, personal or real, shall be held in the name of the Agency. The Agency may sell, lease, sell by lease purchase agreement, convey or otherwise transfer title to any real or personal property as may be determined appropriate by the Governing Body and as approved by each Member. All conveyances of real property owned or held in the name of the Agency shall be authorized by resolution of the Governing Body after approval by the governing body of each Member and shall be executed by the Executive Director/Secretary (or Deputy Executive Director/Secretary) on behalf of the Agency.

K. Amendment of Agreement. This Agreement may be amended upon approving resolutions adopted by the governing body of each Member that approved this Agreement.

Section 2. The parties hereto each acknowledge and agree that the each of the questions submitted for voter approval in accordance with the terms of Paragraph 4 and Paragraph 5 of the Original Agreement received the required voter approval. Except as expressly modified by the provisions of this Amendment, all terms and provisions of the Original Agreement are hereby confirmed and shall remain in force and effect.

IN WITNESS WHEREOF, the governmental subdivisions who are a party hereto, being all of the original and present parties to the Original Agreement, have on the day and year first above written, caused this Amendment to Interlocal Agreement to be executed by their respective officers duly authorized and have caused their respective seals to be affixed hereto.

CITY OF SOUTH SIOUX CITY, NEBRASKA

By: _____
Mayor

(SEAL)

Attest:

City Clerk

THE COUNTY OF DAKOTA,
IN THE STATE OF NEBRASKA

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(SEAL)

By: _____
Chairman

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Attest:

County Clerk
ROLL CALL VOTE: O'Neill- Yea, Hartnett- Yea, Engel- Yea, Miller- Yea, Bousquet- Yea, UNANIMOUS MOTION CARRIED.

Payroll claims paid pursuant to Employee Handbook:
COUNTY GENERAL FUND: Gross salaries- \$77,712.79, General Fund Employees Net Pay- \$54,536.46, Employer deductions paid: Retirement- 4,998.81, Social Security Tax- 4,662.69, Medicare- 1,090.47, DC Health Plan- 15,846.35, Delta Dental- 614.25, Jefferson Pilot Life- 146.25.
Richard Bousquet- 495.95, William Engel- 520.95, Jackie Hartnett- 495.95, Pamela Miller- 495.95, Betty O'Neill- 495.95, Nanci Walsh- 1098.47, Daniel Christoffers- 378.80, Bobbi Jo Harsma- 836.63, Theodore Piepho- 1450.04, Lora Skow- 860.01, Joan Spencer- 1077.64, Darlene Davis- 795.20, Robert Giese- 1450.04, Ruth Gillaspie- 1055.94, Jolene Heinemann- 851.20, Kimberly Kuehl- 790.23, Phyllis Ridge- 872.80, Lyn Beltz- 125.00, Mark J. Dorsey- 556.29, Margaret Rahn- 1055.94, Daniel Christoffers- 378.80, Arnold Mellick- 242.68, Lynette Beermann- 1450.04, Michelle Criss- 772.74, Carol Dunham- 1055.94, Joe Flynn- 2038.46, Mary Gamble- 944.00, Bryan Smith Jr- 1849.49, Dustin Kinsey- 789.60, Richard Jensen- 1233.74, Duane Kotalik- 961.25, Tammy Dunn-Peterson- 745.75, Sandy Beers- 1000.08, Jeremy Bermel- 1548.75, Anthony Bos- 1622.06, Brian Ellinger- 1903.87, Penny Epting- 1132.02, Todd Hammer- 1306.15, Melvin Harrison III- 1459.38, Rodney Herron- 1564.33, Kimberly Johnson- 671.22, Jared Junge- 1557.50, Michael Kreegar- 1400.89, Gayle Richards- 744.80, Kevin Rohde- 1141.60, James Wagner- 1813.63, Randall Walsh- 2082.70, Rita Chase- 940.80, Amber Hegarty- 1633.98, Aimee Kennedy- 826.40, Edward Matney III- 2346.03, Debra Schmiedt- 1884.62, Bobbi Strong- 777.60, Amanda Jones- 1098.47, Rebecca Broer- 1426.17, Richard Criss- 1049.60, Eric Davis- 1101.26, Ronald Fink Jr.- 1004.00, John Gilles- 1043.20, Michael Gregerson Jr.- 1113.75, Alma Gunderson- 1226.29, Paula Harrigfeld- 700.21, Cathy Harsma- 1024.00, Joseph Ramirez- 1401.60, Krystal Ramirez- 1150.73, Linda Schovanec- 1196.03, Arnold Mellick- 115.39, Cynthia Purucker- 878.40, Leon Pies- 550.80, Pamela DeVries- 1398.56, Gloria Dwyer- 856.00, Patricia Glover- 888.75, Alan Boyd- 910.00.
GENERAL FUND: Employee withholding paid to: Federal- 7,137.89, State- 2,543.26, Social Security Tax- 4,662.69, Medicare- 1,090.47, Retirement- 3,390.51, DC Health Plan- 1,167.86, Delta Dental- 381.95, Colonial Health- 35.20, Sheriff Union Dues- 70.00, Deferred Comp- 692.78, Garnishments- 989.65, Aflac Health- 502.52, Aflac Life/Dsbl- 90.55, Aflac Flex Plan- 421.00.
COUNTY ROAD PAYROLL: Gross salaries- \$15,124.05, Road Employees Net Pay- \$10,644.66, Employer deductions paid: Retirement- 1,020.89, DC Health Plan- 2,925.48, Delta Dental- 113.40, Jefferson Pilot Life- 27.00, Social Security Tax- 908.68, Medicare- 212.51.
Joel Broekemeier- 1109.60, Randall Crombie- 1113.60, Ronald Harder- 1105.60, Walter Heinemann- 1113.60, Richard Hoising- 1109.60, Robert Jacobsen- 1113.60, Fred Kellogg- 1105.60, Kimon Litras- 1150.40, Richard McNear- 2222.88, Arnold Mellick- 1213.57, Marlan Millard- 1113.60, Leon Pies- 550.80, James Swanson- 1101.60.
ROAD FUND: Employee withholding paid to: Federal- 1,329.78, State- 495.33, Social Security- 908.68, Medicare- 212.51, Retirement- 680.57, DC Health Plan- 300.69, Delta Dental- 58.71, Reassure America Life- 9.76, Union Dues- 220.00, Deferred Comp.- 61.68, Aflac Health- 141.45, Aflac Life/Dsbl- 60.23.
COPS FAST GRANT: Gross salaries- 1,448.94, Cops Fast Employee Net Pay- 995.88, Employer deductions paid: Retirement- 112.29, Unicare Health- 243.79, Delta Dental- 9.45, Jefferson Pilot Life- 2.25, Social Security- 89.83, Medicare- 21.01, Brent Gilster- 1448.94.
COPS FAST GRANT: Employee withholding paid to: Federal- 192.12, State- 65.41, Social Security- 89.83, Medicare- 21.01, Retirement- 79.69, Sheriff Union Dues- 5.00.

Chair Engel adjourned their meeting at 4:18 p.m.

DAKOTA COUNTY COMMISSIONERS

William F. Engel, Chair

ATTEST

Theodore A. Piepho, County Clerk

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