

JUN **12** 2018

RECEIVED

LANCASTER COUNTY CLERK

Exhibit 1 REFEREE AGREEMENT

THIS AGREEMENT, made and entered into this 12 day of June 2018, by and between <u>Great Plains Agerais at Co. Inc.</u> [hereinafter referred to as "Referee"] and the County of Lancaster, Nebraska [hereinafter referred to as "County"].

WHEREAS, Neb. Rev. Stat. § 77-1502, as amended, requires that the Lancaster County Board of Equalization ["Board of Equalization"] shall hold a session for the purpose of reviewing and deciding protests filed pursuant thereto; and

WHEREAS, Neb. Rev. Stat. § 77-1502.01, as amended, authorizes the Board of Equalization to appoint one or more suitable persons to act as referees to hear protests in the first instance and to transmit to the Board of Equalization all papers relating to such protests, together with written findings and recommendations; and

WHEREAS, the County, to accommodate the volume of protests and to afford each taxpayer ample opportunity for meaningful hearing before a qualified individual, has determined that it shall appoint referees to hear the protests filed for the 2018 tax year; and

WHEREAS, Referee possesses certain skills, experience, education and competency to perform said services, and the County desires to engage Referee to such services upon the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1. County agrees to employ Referee and Referee agrees to perform the services hereinafter set forth.

2. County agrees to employ the Referee, as such services are required, to conduct hearings and make findings pursuant to Neb. Rev. Stat. §77-1502. Referee agrees to hear said protests in the manner provided for the hearing of protests by the County Board of Equalization. In providing such services, Referee shall be under the direct supervision and control of the Referee Coordinator hired by the County. All services provided by Referee shall be in strict compliance with the directions of said Referee Coordinator.

3. For the services provided pursuant to the terms of this Agreement, County agrees to reimburse Referee at the rate of A per working hour. Any time spent for transportation to and from the work site, for meals, for resting periods, or for any other purpose or purposes not directly and necessarily related to provision of services pursuant to this Agreement shall not be considered working hours. Referee will be paid fifty-four and one-half (\$0.545) cents per mile for a reasonable amount of mileage for use of a personal vehicle for those purposes which are necessary and directly related to the provision of the services provided pursuant to the terms of this Agreement. The Referee shall not commence work under this Agreement until he/she has provided the Referee Coordinator with proof of automobile insurance.

4. It is specifically understood and agreed that Referee shall be an independent contractor and shall not be an employee of Lancaster County. The compensation to be paid Referee pursuant to the terms of Paragraph 3 shall represent the sole consideration for the services of the Referee and except as specifically provided in

Paragraph 3, County shall not be responsible for the payment of any expenses nor shall the County be responsible for the provision of any insurance, fringe benefits or applicable taxes. Referee shall be responsible for submitting to the County, through the Referee Coordinator, an itemized statement detailing the number of hours and services provided, the rate of reimbursement, the dates and times at which services were provided, and the specific nature of such services. Said itemized statements shall be subject to the approval of the Referee Coordinator, who, in his discretion, may disallow any or all of the reimbursement claimed in the event that Referee fails to provide such services in a proper and timely manner. The County shall reimburse Referee within a reasonable time following receipt of said itemized statements approved by the Referee Coordinator.

5. The Referee shall indemnify and hold harmless the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, civil rights liability, sickness, disease, death, or damage to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Referee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Referee to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the negligence of Lancaster County, Nebraska.

6. The County Board, through the Referee Coordinator, may terminate this Agreement without penalty at any time by giving written notice to the Referee and specifying the effective date of such termination. In the event of termination, the Referee shall be entitled to compensation arising from working hours or travel expenses pursuant to Paragraph 3 prior to the date of termination, but Referee shall not be entitled to any compensation for any hours not actually worked or any expenses not actually incurred.

7. It is hereby specifically understood and agreed that any protests in which Referee or any agent, employee, or business associate of Referee is involved on behalf of the taxpayer, either directly or indirectly, in any advisory, professional, or other capacity, shall not be heard by Referee. In such cases, Referee shall immediately declare a conflict of interest and shall inform the taxpayer that he or she will, at the discretion of the Referee Coordinator, have the protest heard by a disinterested Referee, by the Referee Coordinator, or directly by the Board of Equalization pursuant to the provisions of Neb. Rev. Stat. § 77-1502.

8. All documents received or prepared by the Referee in connection with the services provided pursuant to the terms of this Agreement shall be considered the property of the County, shall be included in the protest packet and shall be turned over to the County at or before the time at which the Referee submits his or her itemized statement for reimbursement.

9. In connection with the performance of the activities provided herein, the parties agree that they shall not discriminate against an employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

10. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, Referee agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Referee shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Referee shall require any subcontractor to comply with the provisions of this section.

EXECUTED BY REFEREE this 12 day of June, 2018.
By:
REFEREE Thomas W. Kuet For Grant Physics, CaInc.

EXECUTED BY THE COUNTY OF LANCASTER, NEBRASKA, this ____ day of _____, 2018.

THE BOARD OF COUNTY COMMISSIONERS OF LANCASTER COUNTY, NEBRASKA

By:

APPROVED AS TO FORM this _____ day of _____, 2018.

Deputy County Attorney for PATRICK CONDON Lancaster County Attorney

Attachment "A"

The following individuals are employees of Great Plains Appraisal, Inc. who are qualified as, and may provide services as, "Referee" in the "Referee Agreement" to which this form is attached. The following schedule reflects the name of the individual who may act as "Referee" and the fee schedule pursuant to Paragraph Item 3 applicable under the terms of the "Referee Agreement".

Name	Fee Schedule per hour of Contracted Services ¹
Wayne Kubert, MAI	\$100.00
Thomas Kubert, MAI	\$100.00
Cody Gerdes, MAI	\$100.00
Lori Johnson, MAI	\$100.00
Jason Pickerel, MAI	\$100.00
Shawn Fleck	\$75.00
Cathy Briley	\$70.00
Jill Henle	\$70.00
Carlos Lopez	\$75.00
Jay Seiffert	\$75.00
Clerical Services	\$35.00
Security Services	\$43.00

¹ Current to June 2018

Owners Insurance Company Company Number: 32700

Lima, OH

46-856336-03

1. 64 **Owners Insurance Company** Company Number: 32700

Lima, OH

NEBRASKA AUTOMOBILE INSURANCE IDENTIFICATION CARD

Named Insured WAYNE W KUBERT MONA R KUBERT

Policy Number 46-856336-03 Effective Date 10-01-2017 Year/Make 2014 FORD EDGE LTD Expiration Date 10-01-2018 VIN 2FMDK4KC0EBA83876 Agency MID-ALLIANCE INSURANCE ASSOCIATES LLC Phone (402) 421-7800

Agency Code 20-0048-00 1. This policy meets the minimum liability limits as prescribed by

NEBRASKA AUTOMOBILE INSURANCE IDENTIFICATION CARD Named Insured WAYNE W KUBERT

MONA R KUBERT

Policy Number 46-856336-03 Effective Date 10-01-2017 Year/Make 2014 FORD EDGE LTD Expiration Date 10-01-2018 VIN 2FMDK4KC0EBA83876

Agency MID-ALLIANCE INSURANCE ASSOCIATES LLC Phone (402) 421-7800 Agency Code 20-0048-00 1. This policy meets the minimum liability limits as prescribed by

Policy Number

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FARMERS MUTUAL INSURANCE COMPANY OF NEBRASKA NEBRASKA MOTOR VEHICLE LIABILITY INSURANCE CERTIFICATE

Policy: AU366137 Effective 02/28/18 and Expiring 08/28/18 Year-Make-Model: 2012 FORD EXPLOR

VIN: 1FMHK8B88CGA81089 KUBERT, THOMAS W & SUSAN A 7921 LILLIBRIDGE STREET LINCOLN NE 68506

 Agency:
 STUCHLIK & ASSOCIATES INS.

 Agency Phone Number:
 (402)
 489-8990

 This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.
 12019.0316

 PLEASE DETACH AND PLACE IN YOUR VEHICLE
 PLEASE DETACH AND PLACE IN YOUR VEHICLE

FARMERS MUTUAL INSURANCE COMPANY OF NEBRASKA NEBRASKA MOTOR VEHICLE LIABILITY INSURANCE CERTIFICATE

MOTOR VEHICLE LIABILITY INSURANCE CERTIFICATE

Policy: AU366137 Effective 02/28/18 and Expiring 08/28/18

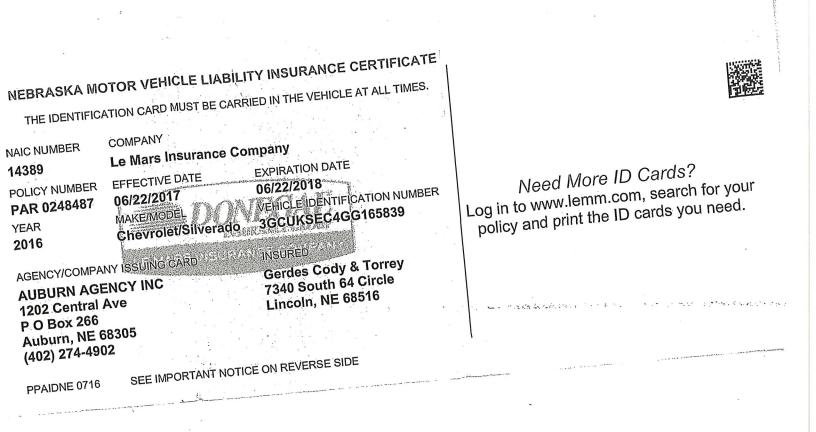
Year-Make-Model: 2003 TOYOTA CAMRY

VIN: 4T1BE32KX3U255659

KUBERT, THOMAS W & SUSAN A 7921 LILLIBRIDGE STREET LINCOLN NE 68506

Agency: STUCHLIK & ASSOCIATES INS. Agency Phone Number: (402) 489–8990 This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

12019-0316 PLEASE DETACH AND PLACE IN YOUR VEHICLE



NEBRASKA MOTOR VEHICLE LIABILITY INSURANCE CERTIFICATE KEEP THIS CARD IN YOUR VEHICLE PPGM0014219274-5 Policy No. Account No. 7280556678

JOHNSON, AARON JOHNSON, LORI 6920 LAURENT CIR LINCOLN NE 68526-9749

Policy Period: 05/01/18 to 11/01/18

This Card effective: 05/01/18

NATIONWIDE AGRIBUSINESS INS CO 1100 LOCUST ST DEPT 1100 DES MOINES IA 50391-1100

1GNSKCE07ER138514

Veh: 10 14 CHEV **BUSH & ROE FINANCIAL, INC.**

PLAINVIEW NE 68769-0549

Nationwide'

Nebraska Law (Section 60-302) requires evidence of proof of financial responsibility. This card meets this requirement and is satisfactory evidence if you are asked to show proof of financial responsibility on the motor vehicle.

FARMERS MUTUAL INSURANCE COMPANY OF NEBRASKA NEBRASKA MOTOR VEHICLE LIABILITY INSURANCE CERTIFICATE

Policy: AU349023 Effective 04/18/18 and Expiring 10/18/18

Year-Make-Model: 2016 JEEP GRAND

VIN: 1C4RJFBG4GC496656

12019-0316

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PICKEREL, JASON & RYLY ZETTERMAN-PICKEREL 4220 MOHAWK ST LINCOLN NE 68510

Agency: INSPRO, INC./LINCOLN Agency Phone Number: (402) 483-4500

This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

PLEASE DETACH AND PLACE IN YOUR VEHICLE



FARM BUREAU FINANCIAL SERVICES

THANK YOU for your business. These vehicle identification cards must be carried in your vehicle.

NEBRASKA INSURANCE IDENTIFICATION CARD Farm Bureau Property & Casualty Insurance Company 5400 University Avenue, West Des Moines, Iowa 50266-5997

Insured(s): CARRIE FLECK SHAWN FLECK

Policy Number: 000000007765041 Effective Date:06-22-2018 Expiration Date:06-22-2019 Insured Vehicle: Year: 2012 Make: Toyota Model: SIENNA LE VIN:5TDKK3DC3CS276554 Phone #: 402-421-6798 Agent: Peterson, S Coverage provided by this policy meets the minimum liability limits prescribed by law.

> THIS CARD MUST BE CARRIED IN YOUR VEHICLE AT ALL TIMES.

REBRASKA INSURANCE IDENTIFICATION CARD Farm Bureau Property & Casualty Insurance Company 5400 University Avenue, West Des Moines, Iowa 50266-5997

Insured(s): CARRIE FLECK SHAWN FLECK

Policy Number: 000000007765041 Effective Date:06-22-2018 Expiration Date:06-22-2019 Insured Vehicle: Year: 2008 Make: Toyota VIN:5TELU42N68Z582943 Model: TACOMA DOUBLECA Phone #: 402-421-6798 Agent: Peterson, S Coverage provided by this policy meets the minimum liability limits prescribed by law. THIS CARD MUST BE CARRIED IN YOUR VEHICLE AT ALL TIMES.

NEBRASKA INSURANCE IDENTIFICATION CARD Farm Bureau Property & Casualty Insurance Company 5400 University Avenue, West Des Moines, Iowa 50266-5997

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THIS CARD MUST BE CARRIED IN YOUR VEHICLE AT ALL TIMES.

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VEHICLE AT ALL TIMES.

Please Fold on the perforated lines before tearing.

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Farm Bureau Property & Casualty Insurance Company Lincoln Regional Office: 5225 S. 16th Street P.O. Box 80299, Lincoln, Nebraska 68501-0299

POLICY NO. 000000007765041 05-23-2018

ACCOUNT NO. 7270205093	ALLIED PROP AND CAS INS CO 1100 LOCUST ST DEPT 1100 DES MOINES IA 50391-1100			
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645 G ST PALMYRA NE 68418-3021				3 2461 446
Policy Period: 02/15/18_to_08/15/18	This o			764-; 269- <u>2</u>
Veh: 2 15 CHEV	This Card effective: 02/15/18		<u>N</u>)33394 5093 1-402- 1-800-2
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Your ID Cards

Keep these cards handy--in your glove compartment or wallet. And contact us anytime you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And while you'll always have a choice where to repair your vehicle, when you use a shop in our preapproved network, we'll guarantee your repair for as long as you own or lease your vehicle.

Thank you for choosing Progressive.

	INSURANCE IDENTIFICA		
JILL HENLE		AIC Number: 38628 piration Date: 09/07/2018	
Platinum Membership	Insurer: Progressive Northern Insurance Co 1-800-876-5581 PO Box 6807 Cleveland, OH 44101 Named Insured(s):		
Valued Customer Since 2015			
	MICHAEL HENLE JILL HENLE	4 (A. 1) (A. 1)	
	Your Agent: Zimmer Insurance Group 1-402-423-6262 3230 S 13TH ST LINCOLN, NE 68502	an la sé an la sé	
	Year Make Model	VIN	
	2010 Ford Edge	2FMDK3JC1ABA52545 1FTRW08L51KD77921	
	2001 Ford F150 2007 Ford Escape	1FMYU93127KB90619	
Form A022 (03/11)			
F YOU'RE IN AN ACCIDENT			
 Remain at the scene. Don't admit fault. Find a safe location, call the police, and exchange driver information. 			
3. Call Progressive right away.			
TO REPORT A CLAIM Call 1-800-274-4499 or go to claims.progressive.com.	DA-u-u-u-u-u-u-u-u-u-u-u-u-u-u-u-u-u-u-u	adicy anytimo	
NEED ROADSIDE ASSISTANCE?	Manage your		
Call 1-800-776-2778.	with just a few clicks at progressiveagent.com		
	progressive	agenticom	
PROGRESSIVE	-		
KEEP THIS CARD IN YOUR VEHICLE WHILE IN OPERATION.			

MEBRASKA INSURANCE IDENTIFICATION CARD Western Agricultural Insurance Company 5400 University Avenue, West Des Moines, Iowa 50266-5997 Insured(s): MICHELLE LOPEZ CARLOS E LOPEZ Policy Number: 000000008063018 Effective Date: 02-24-2018 Expiration Date: 02-24-2019 Insured Vehicle: Year: 2006 Make: Chevrolet Model: COBALT VIN:1G1AK55F467719379 Agent: Thompson Jr, D Phone #: 402-894-5046 Coverage provided by this policy meets the minimum liability limits prescribed by law. THIS CARD MUST BE CARRIED IN YOUR VEHICLE AT ALL TIMES. NEBRASKA INSURANCE IDENTIFICATION CARD Western Agricultural Insurance Company 5400 University Avenue,West Des Moines, Iowa 50266-5997 Insured(s): MICHELLE LOPEZ CARLOS E LOPEZ Policy Number: 000000008063018 Effective Date:02-24-2018 Expiration Date:02-24-2019 Insured Vehicle: Year: 2010 Make: Toyota Model: COROLLA VIN:2T1BU4EE7AC416689 Agent: Thompson Jr, D Phone #: 402-894-5046 Coverage provided by this policy meets the minimum liability

limits prescribed by law. THIS CARD MUST BE CARRIED IN YOUR

VEHICLE AT ALL TIMES.

	ICO.	Nebraska Insuran 1-800-841-300	
GEICO AI	DVANTAGE	INSURANCE COMP	ANY
P.O. Box	509090 • Sa	n Diego, CA 92150-9	090
Policy Nu		Effective Date	Expiration Date
4351-07-9		12-20-17	06-20-18
Year	Make	Model	Vehicle ID No.
2011	BUICK	REGALICXL	W04GR5EC6B1142428
Insured: Jay R Sei	ffert		
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