

**BOARD OF EQUALIZATION PROTEST REVIEW COMMITTEE
MEETING AGENDA
WEDNESDAY, OCTOBER 12, 2016
10:00 A.M.
COUNTY-CITY BUILDING - ROOM 210
2ND FLOOR
COUNTY-CITY BUILDING
555 S. 10TH STREET
LINCOLN, NE 68508**

Location Announcement of Nebraska Open Meetings Act: A copy of the Nebraska Open Meetings Act is located on the wall at the back of the room.

AGENDA ITEM

- 1 Approval of Minutes for September 29, 2016**
- 2 Review of County's Protest Process Using Great Plains Appraisal**
- 3 Review of Contracts and Protest Processes in Douglas and Sarpy Counties**
- 4 General Discussion on How the Protest Process Can Be Improved**

MINUTES
BOARD OF EQUALIZATION PROTEST REVIEW COMMITTEE MEETING
OCTOBER 12, 2016 10:00 A.M.
COUNTY – CITY BUILDING, ROOM 214

Present: Kerry Eagan, Chief Administrative Officer; Ryan Mick Swaroff, Deputy County Attorney; Dan Nolte, Lancaster County Clerk; Cori Beattie, Chief Deputy Lancaster County Clerk; and Rob Ogden, Assessor Register of Deeds

Other Attendees: Commissioner Bill Avery; and Norm Agena, Assessor/Register of Deeds

Eagan called the meeting to order at 10:00 a.m.

1. Approval of Minutes for September 29, 2016

MOTION:

It was move by Ogden and seconded by Beattie to approve the minutes from Board of Equalization Protest Review Committee meeting held September 29, 2016. The motion passed unanimously.

2. Review of County's Protest Process Using Great Plains Appraisal

The following documents were received and made a part of the Committee record:

Exhibit A - email from Beattie dated October 10, 2016 providing overview of the documents

Exhibit B - 1986 contract with Matthew J. "Joe" Wilson for referee coordination services

Exhibit C - 1986 contract with Trampe and Associates Company for referee services

Exhibit D - 1993 contract with Matthew J. "Joe" Wilson for referee coordination services (for 1993 protest season)

Exhibit E - 1993 contract with Wayne Kubert, Darrel Standard and Terryl Tillman for referee coordination services (for 1994 protest season)(includes a few pages referencing Spec. 93-177 – RFP for Coordinator for an Appraiser Referee System)

Exhibit F - 2016 contract with Great Plains Appraisal Co. for referee coordination services

Exhibit G - 2016 contract with Great Plains Appraisal Inc. for referee services

Exhibit H - 2016 Lancaster County BOE Policies and Procedures

Beattie gave a brief overview of Lancaster County's contractual relationship with Great Plains. She noted the first contract for referee coordination services was entered into in 1986 with Joe Wilson (Exhibit B). Another contract for referee services with Trampe and Associates was executed in 1986 (Exhibit C). A 1993 contract with Joe Wilson for referee coordination services covering the 1993 protest season was also mentioned (Exhibit D). In the fall of 1993 the County issued a request for proposals (RFP) for referee coordination services, resulting in a contract with Wayne Kubert, Darrel Standard, and Terryl Tillman for the 1994 protest season. Trampe and Associates became Great Plains Appraisal, which included Kubert, Standard and Tillman, and Great Plains has had the contract continuously through the 2016 protest season. Exhibits E and F are the contracts with Great Plains for referee coordinator services and for referee services for 2016.

Beattie noted the contracted services have not changed much since 1994. Ogden noted that improvements

have been made over the years, including better documentation, revised forms, new forms, and more information to the public on how the protest process works. Beattie added that every year Great Plains meets with the County Board to provide a wrap-up following the conclusion of BOE protests, and to discuss how the process can be improved. Beattie also noted the protest process went smoothly for 2016.

3. Review of Contracts and Protest Processes in Douglas and Sarpy Counties

Beattie provided the Committee with a handout summarizing BOE statistics for Lancaster County, Douglas County and Sarpy County (Exhibit I). Other documents distributed include: Douglas County BOE Policies and Procedures (Exhibit J); Douglas County Resolution appointing referee coordinators and referees (Exhibit K); Sarpy County BOE Policies and Procedures (Exhibit L); and a referee contract previously used by Sarpy County (Exhibit M). She indicated the services in Douglas and Sarpy Counties were not bid. Lancaster is the only county with individual coordinator and referee contracts.

In Sarpy County the Clerk is the coordinator. Sarpy County has not used a referee agreement since 2013, and referee rates are automatically set at \$65.00 per hour for residential properties, and \$75.00 per hour for commercial/agricultural properties.

Douglas County also does not use referee coordinator/referee contracts. Coordinator rates are set by BOE resolution at \$85.00 an hour. Referee rates are set by BOE resolution at \$50.00 an hour for residential, \$60.00 an hour for commercial/agricultural, and \$50.00 per parcel for inspections. She added Douglas County is considering rate increases for 2017 as rates have not been raised in over 10 years.

Ogden inquired about the cost per parcel for each county. Beattie indicated she had made those calculations by dividing the total cost for each county by the number of protests in each county. Lancaster County is \$47.96 per parcel, Douglas County is \$29.93 per parcel, and Sarpy County is \$20.33 per parcel.

The Committee discussed whether these figures include all the costs of the protest process in the three counties. Swaroff indicated Douglas County puts everything on-line, which adds additional costs. In Sarpy County only the applications are on-line. Also, very little information is provided to tax payers in Douglas County, while Sarpy County detailed information on referee decisions is provided to tax payers. In response to a question from Avery, Beattie indicated only the final report is put on-line in Lancaster County, which includes: the Assessor's value; the referee's recommended value; and the BOE's final value.

Avery inquired as to what information we provide to tax payers to assist them in filing an adequate protest. Beattie and Swaroff indicated extensive information is provided in the guidelines and in a brochure produced by the Clerk's Office. A copy of the brochure is reproduced in Exhibit N. Swaroff said the Clerk is limited in the amount of information that can be provided to tax payers because of the concern about giving legal advice. Beattie added the brochure is included with forms that are distributed at the request of tax payers.

Eagan raised the question of costs incurred after the completion of the BOE process. Swaroff indicated we do not know what the Tax Equalization and Review Commission (TERC) costs are for each county. She has requested Sarpy and Douglas County filings from TERC but does not expect to

receive that information soon because of TERC'S workload. Beattie indicated she would reach out to the Clerk's in Sarpy and Douglas Counties to get that information. Swaroff added it will still be necessary to go through the individual cases to know the TERC results. Nolte added there are additional costs which are unknown making it difficult to compare the total cost of referee services in the three counties.

At this point Avery raised a question about public perception regarding the referee process. These discussions will be recorded under the next agenda topic.

4. General Discussion on How the Protest Process Can Be Improved

Avery indicated there is a public perception that referees are working for the County and inquired as to what we can do to alter that perception. Swaroff indicated referees are neutral, and work neither for the tax payer nor the Assessor. Beattie stated referee recommendations are made to the BOE. Ogden added that the people who tend to be upset with the process are upset because they didn't get their values lowered.

Nolte stated he does not agree with the assumption there is not a problem. He referred to the Lancaster County Board Staff Meeting minutes for May 14, 2015, where Tom Kubert referred to a rebound affect in values for subsequent years. He inquired why values are higher the year after a referee finds a lower value? He stated these are legitimate concerns that deserve more respect than we are giving them. Swaroff answered that the Assessor has a duty to look at all information affecting value, which could include new market information acquired after the protest.

Swaroff and Ogden reiterated the need to identify specific cases where this problem arises. Beattie responded the Clerk's Office has agreed to begin tracking specific cases and complaints, and suggested that the County Board also track complaints. Avery added that when values rebound the public perception is that the Assessor knows better and will raise values regardless of what happened in the protest process. He stated this is reality to these people, regardless of whether it is based on wrong information. Beattie added the Assessor often transfers calls to the Clerk on why values have gone up in this situation. Ogden responded that the Assessor must set values by March 25th and they are out of the process after that date.

Nolte offered two suggestions for improving the protest process. First, he stated the County should consider hiring five or six realtors to perform a brokers price opinion (BPO) on 200 or 300 randomly picked protests. He added a BPO is simpler than an appraisal. Ogden agreed, adding that a BPO is performed to set a list price, and is not a formal appraisal. The Assessor does mass appraisal, and information in a BPO for a specific property can be included as part of the process in establishing market value. Following a question from Avery, Ogden indicated the duty of the Assessor is to establish the market values which are equalized with other similar properties.

Nolte's second suggestion was that the County should hire several appraisers to be in the Clerk's Office to be available to explain protest results when tax payers have questions.

Avery raised a complaint from a constituent who experienced a 40% increase in assessed value from one year to the next, when the only change to the property was painting the outside of the house. Ogden inquired as to whether this change in value occurred during a revaluation year. He urged people

in this situation to come to the Assessor's office for an informal hearing during the months of January, February, and March. He added in 2015 post cards were sent to all property owners informing them of the informal hearing process.

Ogden emphasized the importance of the informal hearing process. He noted informal hearings were first performed in 1994 as part of the big revaluation performed that year. The informal hearings were well publicized in the newspaper at that time, and greatly reduced the number of protests for that year.

Agena indicated that in 2009, the Assessor's Office held 7,800 informal hearings. Of that number only 380 people filed formal protests, and only 5 cases ended up at TERC. Ogden stated that the perception that the Assessor does not want to change values is not true. He added that the Assessor is out of the process after March 25th, so the importance of the informal hearing process must be emphasized to the public.

Another suggestion for improving the BOE protest process is to include information about the informal hearing process in the Clerk's brochure.

Avery inquired about the next scheduled revaluation by the Assessor. Ogden indicated there is no official guidance about when revaluations are performed. There is nothing in statute requiring revaluations every three years, and the markets determine the need for revaluations. He stated residence values will be revalued in 2017, commercial values are scheduled for revaluation in 2018, and agricultural values are revalued every year. He added the determining factor is the need to keep all values between 92% and 100% of market value.

Eagan asked if additional information could be provided to protestors on final decisions. Nolte indicated a one or two paragraph explanation would be helpful, but the 10-day turnaround requirement makes this difficult. Beattie added this information would need to be obtained from the referees, which would increase time and costs.

Eagan also posed the question of what would be gained by issuing an RFP for referee coordination services. Nolte responded that an RFP would not address any of the problems raised above, but after 20 years perhaps an RFP would be OK. However, Nolte also indicated he is not in favor of an RFP for next year because of the revaluation for residential properties. Avery stated that we don't know if we are getting a good price on coordinator and referee services unless we issue an RFP. Ogden responded that we know Great Plains charges \$140 an hour for other contracted work with the County, but charges only \$95 an hour for referee coordination services.

Pursuant to a question from Avery, Eagan indicated that the Committee did not reach consensus at the last meeting about whether public testimony should be taken by the Committee. After a brief discussion, it was the consensus of the Committee that testimony should be taken by the entire County Board at a public hearing, with both invited testimony and testimony from anyone wanting to testify.

The next meeting was set for Friday, October 28, 2016 at 10:00am. The main topic will be the formulation of recommendations to the County Board.

Cori R. Beattie

From: Cori R. Beattie
Sent: Monday, October 10, 2016 2:35 PM
To: Minette M. Genuchi; Dan F. Nolte; Doug D. Cyr; Kerry P. Eagan; Norm H. Agena; Rob M. Ogden; Ryan M. Mick Swaroff
Cc: Bill P. Avery; 'Bill Avery'
Subject: RE: BOE Protest Review Committee
Attachments: 1986 - Wilson Contract.pdf; 1986 - Trampe Contract.pdf; 1993 - Wilson Contract.pdf; 1993 - Kubert Contract.pdf; 2016 Ref Coord Contract.pdf; 2016 Ref Serv Contract.pdf; Lancaster BOE Policies.pdf; Douglas BOE Policies.pdf; Douglas Referee Res.pdf; Sarpy BOE Policies.pdf; Sarpy Referee Agmt.pdf

In preparation for Wednesday's meeting, I have attached the following documents for your review. **If you so choose, please print copies and bring them to the meeting.**

1. 1986 contract with Matthew J. "Joe" Wilson for referee coordination services
2. 1986 contract with Trampe and Associates Company for referee services
3. 1993 contract with Matthew J. "Joe" Wilson for referee coordination services (for 1993 protest season)
4. 1993 contract with Wayne Kubert, Darrel Standard and Terryll Tillman for referee coordination services (for 1994 protest season)(includes a few pages referencing Spec. 93-177 – RFP for Coordinator for an Appraiser Referee System)
5. 2016 contract with Great Plains Appraisal Co. for referee coordination services
6. 2016 contract with Great Plains Appraisal Inc. for referee services
7. 2016 Lancaster County BOE Policies and Procedures
8. 2016 Douglas County BOE Policies and Procedures (per Resolution)
9. 2016 Douglas County BOE Resolution authorizing referees and referee coordinators
10. 2016 (??) Sarpy County BOE Policies and Procedures
11. 2014 Sarpy County "proposed" referee agreement

In summary, it appears:

1. Referee and referee coordinator contracts for Lancaster County go back at least 30 years.
2. It has been customary (at least since 1988) for referees to write-in their hourly rates.
3. Matthew J. "Joe" Wilson was the referee coordinator from 1986-1993.
4. A separate 1988 consulting services contract between Lancaster County and Trampe and Associates lists Matthew J. "Joe" Wilson as an employee of Trampe who is involved in the County's BOE process.
5. From 1986 to the present, individuals (including staff from Trampe and Associates and now Great Plains Appraisal) signed individual contracts for referee services.
6. A request for proposal (RFP) was issued in the fall of 1993 (Spec. 93-177) for "Coordinator for an Appraiser Referee System." While the RFP documentation no longer exists in the Purchasing Department, some pages were attached to the 1993 contract with Wayne Kubert, Darrel Standard and Terryll Tillman (see attached).
7. Since the 1994 protest season, Lancaster County has contracted with Great Plains Appraisal for referee coordination services.

Have a great day!

Cori Beattie
Lancaster County Deputy Clerk
555 S. 10th Street, Room 108
Lincoln, NE 68508
Direct: 402-441-7488
Main: 402-441-7484

From: Minette M. Genuchi
Sent: Monday, October 10, 2016 9:48 AM
To: Cori R. Beattie; Dan F. Nolte; Doug D. Cyr; Kerry P. Eagan; Norm H. Agena; Rob M. Ogden; Ryan M. Mick Swaroff
Cc: Bill P. Avery; 'Bill Avery'
Subject: BOE Protest Review Committee

Please find attached the minutes for the September 29, 2106,
BOE Protest Review Committee Meeting for your review.

Please let me know if you have any questions.

Minette

Minette M. Genuchi
Administrative Aide
Lancaster County Board of Commissioners
402-441-7449

Happiness isn't getting all you want it's enjoying all you have!!!!

AGREEMENT

C- 3194

THIS AGREEMENT, made and entered into this 25th day of February, 1986, by and between the County of Lancaster, Nebraska, hereinafter referred to as "County" and Matthew J. Wilson, hereinafter referred to as "MJW".

WHEREAS, Neb.Rev.Stat. §77-1502 (Reissue 1981) requires that the Lancaster County Board of Equalization shall hold a session of not less than three and nor more than sixty days, for the purpose of reviewing and deciding protests filed pursuant to Neb.Rev.Stat. §77-1502 to §77-1507; and

WHEREAS, Neb.Rev.Stat. §77-1502.01 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 a meaningful hearing before a qualified and an impartial individual, has determined that it should appoint referees to hear the protests filed for the 1986 tax year; and

WHEREAS, in order to ensure that all protests are processed expeditiously, treated fairly and consistently, and decided in compliance with the provisions of state law, the County has determined that it should seek a qualified firm or individual to supervise and coordinate all activities of the referees appointed to hear the protests filed for the 1986 tax year; and

WHEREAS, MJW is a qualified individual who is willing to contract with the County to provide the necessary supervision and coordination of the referee activities for the 1986 tax year:

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

1. MJW shall coordinate all referee activities for the 1986 tax year. The services to be provided by the coordinator are summarized in Exhibit 1 which is attached hereto and incorporated herein by this reference. Such services shall include, that are not necessarily limited to the following:

I.

PRE-HEARING ACTIVITIES

- A. Establishment of basic philosophies.
- B. Development and implementation of a pre-hearing review process designed to screen, classify, and, where appropriate, resolve protests prior to a formal referee hearing.
- C. Selection/recruitment of referees.
- D. Development of reporting vehicles.
- E. Development/implementation of referee procedures (training).
- F. Development of referee aids.
- G. Facilities/schedule coordination.

II.

HEARING ACTIVITIES

- A. Coordination of all referee activities.
- B. Day-to-day monitoring of all referee activities.
- C. Consultation with referees.
- D. Coordination and oversight of all reporting to the Board of Equalization.
- E. Acting as a referee when necessary as time permits.
- F. Consultation with Board of Equalization.

III.

POST HEARING ACTIVITIES

qualifications of the referees, the specific nature and extent of the services each will perform, and the compensation each will receive shall be decided by MJW , subject to approval of the County. In recruiting and selecting individuals to act as referees MJW shall employ the materials which are attached hereto as Exhibit 2 and incorporated herein by this reference.

4. Each individual selected to act as a referee shall be required to execute a separate agreement with the County. A copy of the agreement to be executed by each referee is attached hereto as Exhibit 3 and is incorporated herein by this reference.

5. It is understood and agreed that MJW and all individuals selected to act as referees shall be independent contractors and shall not be employees of the County. The compensation to be paid to each of the foregoing independent contractors pursuant to the terms of their respective agreements with the County shall represent the total consideration to be paid by the County to said contractors. Said independent contractors shall be reimbursed at the rate of 20.5 cents per mile for use of their personal vehicles for those purposes which are necessarily and directly related to the provision of services pursuant to the terms of their respective agreements with the County. Except as specifically provided in this paragraph 5, the County shall not be responsible for the payment of any expenses of the coordinator or the referees nor shall the County be responsible for provision of any insurance or fringe benefits.

6. It is hereby specifically understood and agreed that any protests in which MJW is involved on behalf of the taxpayer, either directly or indirectly, in any advisory, professional, or other capacity, shall be heard and decided directly by the Board of Equalization pursuant to the provisions of Neb.Rev.Stat. §77-1502. It is further understood and agreed that any protest in which any referee or any agent, employee or business associate of any referee is involved on behalf of the taxpayer, either directly or indirectly, in any advisory, professional or other capacity, shall not be heard by any such interested referee or referees. In such cases such interested referee shall immediately declare a conflict of interest and inform the taxpayer that he or she may choose to have the protest heard by a disinterested referee or by the coordinator or directly by the Board of Equalization pursuant to the provisions of Neb.Rev.Stat. §77-1502.

7. As soon as is practicable after execution of this Agreement MJW shall inform the County, through the Board of County Commissioners or its designated representative, of the facilities, equipment, and materials and supplies that will be required to properly conduct hearings on the tax protests filed for the 1986 tax year. Said facilities, equipment, and materials and supplies shall be provided by the County at County expense subject to approval of the Board of County Commissioners. Such approval shall not be unreasonably withheld.

8. County further agrees to cooperate to the fullest extent possible, through the various offices of the County, in

the processing of tax protests and the scheduling of hearings. Copies of all materials filed with the County by taxpayers in connection with their protests shall be forwarded to

 MJW immediately after receipt of said materials by the County. County, through its various offices, specifically including but not limited to the offices of the County Assessor, County Clerk, County Treasurer and Register of Deeds, shall provide MJW access to all County records deemed relevant to any protest heard by any referee.

9. For the services of the coordinator provided pursuant to the terms of this Agreement County shall reimburse MJW at a rate not to exceed \$500.00 per man-day for coordinator services provided. For purposes of this Agreement a man-day shall be defined as eight working hours. All 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 the provision of services pursuant to this Agreement shall not be considered in the computation of working hours.

10. In the event that the coordinator is unable to provide all of the services required by the terms of this Agreement he may elect to employ another qualified individual to assist him in performing the required services. Employment of an assistant coordinator shall be subject to prior approval of the Board of County Commissioners, which approval shall not be unreasonably withheld. Any assistant coordinator shall be compensated at a rate not to exceed \$400.00 per man-day and except for said rate of

compensation shall be bound by the terms and provisions of this Agreement in the same manner and to the same extent as the coordinator.

11. It is hereby acknowledged by the parties that the precise number of manhours necessary to fulfill the terms of this Agreement is dependent upon the number of protests which are filed. Because the number of protests that will be filed is unknown to the parties the total compensation to be paid by the County to MJW for the services provided pursuant to this Agreement cannot be accurately determined at this time. However, it is presently estimated that a maximum of 30 mandays (18 mandays for pre-hearing activities, 10 mandays for hearing activities, and 2 mandays for post-hearing activities), will be sufficient to enable MJW to properly perform all services required by the terms of this Agreement. For that reason the total compensation to be paid by the County to MJW for services provided pursuant to this Agreement shall not exceed \$15,000.00 without the prior approval of the Board of County Commissioners. Failure to obtain such prior approval shall limit the compensation to be paid to MJW by the County to a maximum of \$15,000.00 irrespective of the number of manhours of service provided. The Board of County Commissioners shall approve compensation in excess of the \$15,000 limitation only upon a showing of good cause. The action of the Board of County Commissioners authorizing the payment of compensation in excess of \$15,000.00

- a. Shall be taken only during a regularly scheduled open public meeting of the Board

- b. of County Commissioners;
Shall specifically state the factors which justify the action; and
- c. Shall state a specific dollar amount by which the \$15,000 limitation may be exceeded.

12. To assist both parties in monitoring the cost of this Agreement it shall be the responsibility of MJW to provide the County with periodic progress reports regarding the provision of services pursuant to this Agreement and the progress of the referee hearings. Said reports may be written or oral and shall be provided on at least a bi-weekly basis beginning no later than thirty days following approval of this Agreement by the Board of County Commissioners of Lancaster County. The County may request or MJW may provide additional reports at any time if deemed necessary.

13. MJW shall not be reimbursed for any of the services provided pursuant to this Agreement until all of such services have been properly completed. At such time MJW shall submit to the County an itemized statement detailing the number of manhours of service provided, the names of the individual or individuals providing such services, the rate of reimbursement for each of said individuals, and the dates and times at which such services were provided and the specific nature of such services. County shall reimburse MJW within a reasonable time following receipt of said itemized statement.

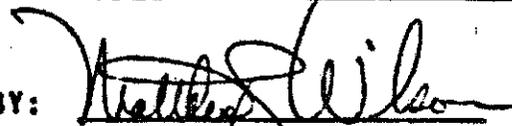
14. All documents received or prepared by MJW or any of the referees in connection with the services provided pursuant to this Agreement shall be considered the property of the County and shall be turned over to the County at or before the time at which

MJW submits an itemized statement for reimbursement. Copies of said documents may be maintained by MJW for his files. It is understood and agreed that the provisions of this paragraph 14 shall not apply to any documents or other data that have been collected or developed by MJW or any of the referees in the regular course of their business and which are made available to the County under the provisions of this Agreement for purposes of assisting the referees.

15. It is hereby specifically understood and agreed that the nature of the services to be provided pursuant to this Agreement, as well as the time frame in which such services must be provided are subject to the requirements of state law, specifically Neb.Rev.Stat. §77-1502 and §77-1502.01. Failure by MJW to provide all of the services required by the terms of this Agreement in a proper and timely fashion may result in irreparable injury to the County. For that reason this Agreement shall be deemed indivisible and any breach by MJW shall be considered a breach of the entire contract. In the event of any such breach to which the County has not materially contributed, County shall immediately provide MJW written notice of the breach. If the breach can be remedied, MJW shall have 48 hours within which to effect such remedy and resume performance of his obligations. Otherwise, County may elect to treat the Agreement as abandoned. In that event the County shall have no obligation whatsoever to MJW and shall be entitled to recover from MJW as damages any and all costs incurred by the County as a result of said breach.

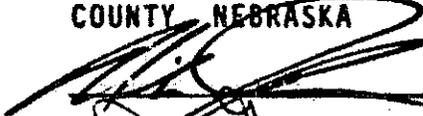
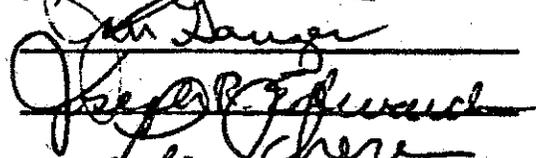
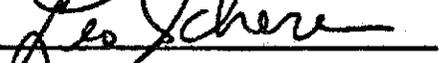
C- 3194

EXECUTED by Matthew J. Wilson this 25th day of February,
1986.

BY: 
Matthew J. Wilson

EXECUTED BY THE COUNTY this 4th day of March,
1986.

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA




Arbitrage was absent.

APPROVED AS TO FORM THIS
4th DAY OF March,
1986.


MICHAEL G. HEAVICAN
Lancaster County Attorney

REFEREE SYSTEM

C-3194

I. Primary Objectives of System

- A. Responsibility to Public**
 - 1. Provide an unbiased hearing of the public's opinions concerning the valuation of property.
 - 2. Maintain a professional and objective public image.
- B. Responsibility to Board**
 - 1. Provide a system which sorts non-value issues from value issues.
 - 2. Provides a reasonably reliable unbiased opinion of value.
 - 3. Maintenance of consistencies in assessment system by identifying inconsistencies, and providing a justified opinion of value for those properties adjudged inconsistent.

II. Role of Coordinator

- A. Coordinator Responsibilities**
 - 1. Development/implamentation of pre-hearing screening and classification process.
 - 2. Selection/retention of referees.
 - 3. Development of reporting vehicles.
 - 4. Development/implementation of procedures and training.
 - 5. Development of Referee Aids.
 - 6. Facilities/schedule coordination.
 - 7. Day-to-day coordination and operations (on-site management).
 - 8. Development/implementation of review panel.
 - 9. Preparation of final recommendations to Board.
 - 10. Post-hearing activities.

III. Referee System

- A. Residential Appeals**
 - 1. Retain qualified residentially oriented staff.
 - 2. Provide staff with summary data base.
 - 3. Staff hears appeal, prepares justification/recommendation.
 - 4. Review panel monitors and confirms results.
- B. Non-residential Appeals**
 - 1. Retain active and qualified staff.
 - 2. Staff responsible for own data base.
 - 3. Staff hears appeal, prepares justification/recommendation, or refers to review panel.
 - 4. Review panel monitors and confirms results.

BASIS OF PROTESTS:

It is our perception that valuation protests generally fall into several categories, or combinations thereof:

- A. Assessed value exceeds fair market value.
- B. Error(s) exist in the Assessor's records.
- C. Assessed values are not equalized with other similar properties.
- D. Assessed values are not equalized with the values of other property types.
- E. Protests relating to the rate/system of real estate taxation.

REFEREE'S FUNCTION:

It is our perception that the referees should confine their attentions primarily to those protest issues identified as "A", "B", and "C" above.

- A. The referee's primary function is to determine the issues relative to fair market value. If, through a combination of evidence provided by the tax payer or the referee's knowledge of the market, and/or observations concerning the basis of the assessment, the referee determines an inconsistency exists, the referee is responsible to provide the Board with a supported recommendation.
- B. The referee is responsible to review the Assessor's data concerning the property with the tax payer to determine if an error exists. Elements of potential error(s) may be size, use, finish, etc. If an error exists, the referee should make the appropriate notations and recalculate the value.
- C. An additional function of the referee is to review purported inconsistencies in equalization within a classification of property. The referee, in this case, should base his judgement on evidence provided by the tax payer. If the evidence is clear that an inconsistency exists, the referee should make two supported recommendations to the Board. The first recommendation relates to the fair market value of the property; the second relates to the inconsistencies of equalization. The Board then has a basis for action.

The referee should hear arguments related to "D" and "E" type protests, make the appropriate notation of the tax payer's claim, advise the tax payer that these issues will be determined at the sole discretion of the Board of Equalization, and make no recommendation to the Board.

Dear

I have been retained by the Lancaster County Commissioners to coordinate the Referee System which will assist the Board of Equalization in hearing the 1986 tax appeals. To the greatest extent possible, I will utilize the referee system developed and implemented last year.

The foundation of this year's system is the retention of well qualified individuals to act as referees. I visualize the qualified referee to have an intimate knowledge of real estate values, have the ability to objectively analyze value indicators, possess sound objective judgement, and possess good communicative abilities. In short, I desire to secure the best of the real estate professionals in our community and, to that extent, is why I have contacted you.

I have attempted to summarize what I perceive to be some of the more important issues which would concern you in reaching a decision to assist in this project:

- General Duties: Hear valuation protests, elicit appropriate information from the protesting party, objectively evaluate appropriate data within defined parameters, render an advisory opinion based upon supported information, data, analysis, etc.
- Time Commitments: Of course, the time required on your behalf will be largely dependent upon the number of protests filed. However, recognizing that you also have other responsibilities, we will attempt to schedule your duties with a minimum of conflicts.
- Contracting Authority: You will be acting as an independent contractor hired by the Lancaster County. This will provide you with the ability to act in an unbiased manner essentially representing the public and the Board of Equalization.
- Fees: The Referee System is based upon the premise that we are seeking quality professional services. The services required may range beyond the scope of those provided under former systems. Therefore, compensation will be based upon a daily/hourly rate for services rendered.
- Selection Process: Referees will be selected from proposals giving due consideration to the number of referees required, qualifications of referees available, commitments of time to the process on behalf of the referee, and fees.
- Time Frame: Again, the time frame of the referee hearings will be dependent upon the number of protests filed and the swiftness of filing. At this time, we are utilizing the month of May as a general time frame.

Attached, please find a form which will be utilized to prepare a preliminary survey to determine the availability of your services and general fee parameters. Please return this form to our office at your earliest convenience. Of course, your reply will be held in confidence. I am available for any questions or comments. Thank you for your prompt response and consideration.

C-3194

Sincerely,

REFEREE RESPONSE

NAME: _____

ADDRESS: _____

PHONE: _____ (OFFICE) _____ (HOME)

TIME COMMITMENT: Please check the appropriate box which corresponds to the amount of time which you anticipate you could devote to this project.

One Week Period Half Days

Preference: AM PM

Full Days Evenings Two Week Period Half Days

Preference: AM PM

Full Days Evenings Three Week Period Half Days

Preference: AM PM

Full Days Evenings

FEES: _____ PER DAY _____ PER HOUR

Please return this response no later than _____ to

TIME ACCOUNTING SUMMARY

REFEREE SYSTEM - 1986

C-3194

NAME: _____

ADDRESS: _____

PHONE: _____

PERIOD: _____

DATE	TIME IN	TIME OUT	FUNCTION	CODE

Time In/Out: Nearest 1/2 Hour

Function: ie Hearing, Analysis, Inspection, etc.

Code: Case Number

REFEREE REPORT

C-3194

APPEAL NO : _____	ASSESSED DATA:
ACCOUNT NO: _____	LAND: _____
PROPERTY CLASS: _____	IMPROVEMENTS: _____
ADDRESS: _____	TOTAL: _____

DATE HEARING: _____ DATE INSPECTION: _____

PERSONS PRESENT: _____

BASIS OF PROTEST: EXCEEDS MARKET VALUE NOT EQUALIZED WITH OTHER CLASS
 ASSESSOR'S DATA ERROR RATE/SYSTEM OF TAXATION
 NOT EQUALIZED WITHIN CLASS
OTHER: _____

SUMMARY OF PROTEST: _____

REFEREE OBSERVATIONS: BELOW AT ABOVE MARKET VALUE
 EQUALIZATION DISPARITY

SUMMARY OF REFEREE RECOMMENDATIONS:
 NO CHANGE REVIEW EQUALIZATION RECALCULATION BY ASSESSOR
 VALUE MODIFICATION:
LAND _____
IMPROVEMENTS _____
TOTAL _____

(DATE)

(REFEREE SIGNATURE)

APPROVED DISAPPROVED OTHER (SEE ATTACHMENTS)

AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of C- 3194

_____, 1986, by and between

_____, hereinafter referred to as "Referee",
and the County of Lancaster, Nebraska, hereinafter referred to as
"County".

WHEREAS, Neb.Rev.Stat. §77-1502 (Reissue 1981) requires that
the Lancaster County Board of Equalization shall hold a session
of not less than three and not more than sixty days, for the
purpose of reviewing and deciding protests filed pursuant to
Neb.Rev.Stat. §77-1502 to §77-1507; and

WHEREAS, Neb.Rev.Stat. §77-1502 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 a meaningful
hearing before a qualified individual, has determined that it
should appoint referees to hear the protests filed for the 1986
tax year; and

WHEREAS, Referee is specially trained and possesses certain
skills, experience, education and competency to perform said
services, and County desires to engage Referee for 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 hereby agrees to engage Referee and Referee hereby 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 in real estate assessment protests made 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 \$_____ per hour. Any time spent for transportation to and from 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. In addition, Referee will be paid 20.5 cents per mile for a reasonable amount of mileage for use of a personal vehicle for those purposes which are necessarily and directly related to the provision of the services provided pursuant to the terms of this Agreement. 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 this paragraph 3 shall represent the sole consideration for the services of Referee and except as specifically provided in this

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 for fringe benefits. Referee shall be responsible for submitting to the County, through the referee coordinator, an itemized statement detailing the number of hours of service 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 or timely manner. The County shall reimburse Referee within a reasonable time following receipt of said itemized statements approved by the referee coordinator.

4. The County Board, through the referee coordinator, may terminate this Agreement at any time by giving written notice to Referee and specifying the effective date of such termination.

5. It is specifically understood and agreed that any protest in which any referee or any agent, employee, or business associate of any referee is involved on behalf of the taxpayer, either directly or indirectly, in an advisory, professional, or any other capacity, shall not be heard by any such interested referee or referees. In such cases such interested referees shall immediately declare a conflict of interest and inform the taxpayer that he or she may choose to have the protest heard by a disinterested referee or by the coordinator or directly by the Board of Equalization pursuant to the provisions of Neb.Rev.Stat. §77-1502.

6. 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 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.

DATED this ____ day of _____, 1986.

BY: _____

Referee

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM THIS
DAY OF _____,
1986.

MICHAEL G. HEAVICAN
Lancaster County Attorney

EXHIBIT C

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of April, 1986, by and between TERRACE ASSOCIATES CO., hereinafter referred to as "Referee", and the County of Lancaster, Nebraska, hereinafter referred to as "County".

WHEREAS, Neb.Rev.Stat. §77-1502 (Reissue 1981) requires that the Lancaster County Board of Equalization shall hold a session of not less than three and not more than sixty days, for the purpose of reviewing and deciding protests filed pursuant to Neb.Rev.Stat. §77-1502 to §77-1507; and

WHEREAS, Neb.Rev.Stat. §77-1502 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 a meaningful hearing before a qualified individual, has determined that it should appoint referees to hear the protests filed for the 1986 tax year; and

WHEREAS, Referee is specially trained and possesses certain skills, experience, education and competency to perform said services, and County desires to engage Referee for 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 hereby agrees to engage Referee and Referee hereby 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 in real estate assessment protests made 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 \$ 65⁰⁰ per hour. Any time spent for transportation to and from 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. In addition, Referee will be paid 20.5 cents per mile for a reasonable amount of mileage for use of a personal vehicle for those purposes which are necessarily and directly related to the provision of the services provided pursuant to the terms of this Agreement. 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 this paragraph 3 shall represent the sole consideration for the services of Referee and except as specifically provided in this

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 for fringe benefits. Referee shall be responsible for submitting to the County, through the referee coordinator, an itemized statement detailing the number of hours of service 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 or timely manner. The County shall reimburse Referee within a reasonable time following receipt of said itemized statements approved by the referee coordinator.

4. The County Board, through the referee coordinator, may terminate this Agreement at any time by giving written notice to Referee and specifying the effective date of such termination.

5. It is specifically understood and agreed that any protest in which any referee or any agent, employee, or business associate of any referee is involved on behalf of the taxpayer, either directly or indirectly, in an advisory, professional, or any other capacity, shall not be heard by any such interested referee or referees. In such cases such interested referees shall immediately declare a conflict of interest and inform the taxpayer that he or she may choose to have the protest heard by a disinterested referee or by the coordinator or directly by the Board of Equalization pursuant to the provisions of Neb.Rev.Stat. §77-1502.

C. 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 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.

DATED this 25th day of April, 1986.

BY: [Signature]
Referee Vice President, For the Firm

BY THE BOARD OF COUNTY COMMISSIONERS OF LANCASTER COUNTY, NEBRASKA

[Signature]
[Signature]
[Signature]
[Signature]

FILED IN THE OFFICE OF THE CLERK OF DISTRICT COURT LANCASTER COUNTY NEBRASKA
APR 25 1986
M. J. ...

APPROVED AS TO FORM THIS 25th DAY OF April, 1986.

[Signature]
MICHAEL G. HEAVICAN
Lancaster County Attorney

C - 7037
24 pages

AGREEMENT

THIS AGREEMENT, made and entered into this 4 day of ^{May} April, 1993, by and between the COUNTY OF LANCASTER, NEBRASKA, hereinafter referred to as "COUNTY", and MATTHEW J. WILSON, hereinafter referred to as "MJW". The COUNTY and MJW may hereinafter be jointly referred to as the "PARTIES".

WHEREAS, Neb.Rev.Stat. §77-1502 (1992 Cum.Supp.) requires that the Lancaster County Board of Equalization shall hold a session of not less than three and not more than sixty days, for the purpose of reviewing and deciding protests filed pursuant to Neb.Rev.Stat. §§77-1502 to 77-1507; and

WHEREAS, Neb.Rev.Stat. §77-1502.01 (Reissue 1990) 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 and an impartial individual, has determined that it should appoint referees to hear the protests filed for the 1993 tax year; and

WHEREAS, in order to ensure that all protests are processed expeditiously, treated fairly and consistently, and decided in compliance with the provisions of state law, the COUNTY has determined that it should seek a qualified firm or individual to supervise and coordinate all activities of the referees appointed

to hear the protests filed for the 1993 tax year; and

WHEREAS, MJW is a qualified individual who is willing to contract with the COUNTY to provide the necessary supervision and coordination of the referee activities for the 1993 tax year.

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

1. MJW shall coordinate all referee activities for the 1993 tax year. The services to be provided by MJW are summarized in Exhibit 1 which is attached hereto and incorporated herein by this reference. Such services shall include, but are not necessarily limited to the following:

I.

PRE-HEARING ACTIVITIES

- A. Establishment of basic philosophies.
- B. Development and implementation of a pre-hearing review process designed to screen, classify, and, where appropriate, resolve protests prior to a formal referee hearing.
- C. Selection/recruitment of referees.
- D. Development of reporting vehicles.
- E. Development/implementation of referee procedures.
- F. Development of referee aids.
- G. Facilities/schedule coordination.

II.

HEARING ACTIVITIES

- A. Coordination of all referee activities.

- B. Day-to-day monitoring of all referee activities.
- C. Consultation with referee.
- D. Coordination and oversight of all reporting to the Board of Equalization.
- E. Acting as a referee when necessary as time permits.
- F. Consultation with Board of Equalization, including attendance and consultation at the open sessions of the Board of Equalization at which protests are heard and decided by the Board.

III.

POST-HEARING ACTIVITIES

- A. Coordination of a critique session to discuss the referee procedure with those individuals and bodies who have been involved.
- B. Preparation and submission of a final report which:
 - 1. Summarizes the activities and procedures employed in the referee system.
 - 2. Gives a detailed cost analysis of the referee system.
 - 3. Provides an assessment of the effectiveness of the referee system.
 - 4. Makes appropriate suggestions and recommendations regarding the use and structure of the referee system in the future.

In providing the foregoing services, MJW shall ensure that all protests are processed in compliance with the requirements of

Neb.Rev.Stat. §77-1502 and §77-1502.01 and other applicable provisions of state law. Within a reasonable time following disposition of each protest, all papers relating to the protests, together with the written findings and recommendations of the referee shall be transmitted to the Board of Equalization.

2. As soon as practicable following approval of this Agreement by the Board of County Commissioners of Lancaster County, MJW shall meet with the Lancaster County Assessor and members of his staff for the purpose of developing a pre-hearing screening process designed to identify those protests which are capable of resolution without a formal referee hearing and to classify the remaining protests so as to minimize the time and effort required to hear and resolve those remaining protests.

3. MJW shall be responsible for the recruitment, selection and training of the individuals who will serve as referees. Said individuals shall be qualified by training and experience to properly perform the duties assigned to them. All matters relating to the selection and qualifications of the referees, the specific nature and extent of the services each will perform, and the compensation each will receive shall be decided by MJW, subject to the approval of the COUNTY. In recruiting and selecting individuals to act as referees MJW shall employ the materials which are attached hereto as Exhibit 2 and incorporated herein by this reference.

4. Each individual selected to act as a referee shall be required to execute a separate agreement with the COUNTY. A copy

of the agreement to be executed by each referee is attached hereto as Exhibit 3 and is incorporated herein by this reference.

5. It is understood and agreed that MJW and all individuals selected to act as referees shall be independent contractors and shall not be employees of the COUNTY. The compensation to be paid to each of the foregoing independent contractors pursuant to the terms of their respective agreements with the COUNTY shall represent the total consideration to be paid by the COUNTY to said contractors. Said independent contractors shall be reimbursed at the rate of 20.5 cents per mile for use of their personal vehicles for those purposes which are necessarily and directly related to the provision of services pursuant to the terms of their respective agreements with the COUNTY. Except as specifically provided in this paragraph, the COUNTY shall not be responsible for the payment of any expenses of the coordinators or the referees nor shall the COUNTY be responsible for the provision of any insurance or fringe benefits.

6. It is hereby specifically understood and agreed that any protests in which MJW is involved on behalf of the taxpayer, either directly or indirectly, in any advisory, professional, or other capacity, shall be heard and decided directly by the Board of Equalization pursuant to the provisions of Neb.Rev.Stat. §77-1502 (1992 Cum.Supp.). It is further understood and agreed that any protests in which any referee or any agent, employee or business associate of any referee is involved on behalf of the taxpayer, either directly or indirectly, in any advisory, professional or

other capacity, shall not be heard by any such interested referee or referees. In such cases interested referees shall immediately declare a conflict of interest and inform the taxpayer that he or she may choose to have the protest heard by a disinterested referee or by MJW or directly by the Board of Equalization pursuant to the provisions of Neb.Rev.Stat. §77-1502 (1992 Cum.Supp.).

7. As soon as is practicable after execution of this Agreement MJW shall inform the COUNTY, through the Board of County Commissioners or its designated representatives, of the facilities, equipment, and materials and supplies that will be required to properly conduct hearings on the tax protests filed for the 1993 tax year. Said facilities, equipment, materials and supplies shall be provided by the COUNTY at COUNTY expense subject to the approval of the Board of County Commissioners. Such approval shall not be unreasonably withheld.

8. COUNTY further agrees to cooperate to the fullest extent possible, through the various offices of the COUNTY, in the processing of tax protests and the scheduling of hearings. Copies of all materials filed with the COUNTY by taxpayers in connection with their protests shall be forwarded to MJW immediately after receipt of said materials by the COUNTY.

9. For the services of the coordinator provided pursuant to the terms of this Agreement, COUNTY shall reimburse MJW at the rate not to exceed \$500.00 per man-day for coordinator services provided. For purposes of this Agreement a man-day shall be defined as eight working hours. All 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 the provision of services pursuant to this Agreement shall not be considered in the computation of working hours.

10. In the event that MJW is unable to provide all of the services required by the terms of this Agreement he may elect to employ another qualified individual to assist him in performing the required services. Employment of an assistant coordinator shall be subject to prior approval of the Board of County Commissioners, which approval shall not be unreasonably withheld. Any assistant coordinator shall be compensated at a rate not to exceed \$500.00 per man-day. Said rate shall be specifically determined prior to the provision of any services by the assistant coordinator. Except for said rate of compensation of this Agreement in the same manner and to the same extent as MJW.

11. It is hereby acknowledged by the PARTIES that the precise number of man-hours necessary to fulfill the terms of this Agreement is dependent upon the number of protests which are filed. Based upon the number of protests that have been filed it is presently estimated that a maximum of 20 man-days (6 man-days for pre-hearing activities, 12 man-days for hearing activities, and 2 man-days for post-hearing activities), will be sufficient to enable MJW to properly perform all services required by the terms of this Agreement. For that reason the total compensation to be paid by the COUNTY to MJW for services provided pursuant to this Agreement shall not exceed \$10,000.00 without the prior approval of the Board

of County Commissioners. Failure to obtain such prior approval shall limit the compensation to be paid to MJW by the COUNTY to a maximum of \$10,000.00 irrespective of the number of man-hours or service provided. The Board of County Commissioners shall approve compensation in excess of the \$10,000.00 limitation only upon a showing of good cause. The action of the Board of County Commissioners authorizing the payment of compensation in excess of \$10,000.00:

- a. Shall be taken only during a regularly scheduled open public meeting of the Board of County Commissioners;
- b. Shall specifically state the factors which justify the action; and
- c. Shall state a specific dollar amount by which the \$10,000.00 limitation may be exceeded.

12. To assist the PARTIES in monitoring the cost of this Agreement it shall be the responsibility of MJW to provide the COUNTY with periodic progress reports regarding the provision of services pursuant to this Agreement. The COUNTY may request or MJW may provide additional reports at any time if deemed necessary.

13. MJW shall not be reimbursed for any of the services provided pursuant to this Agreement until all of such services have been properly completed. At such time MJW shall submit to the COUNTY an itemized statement detailing the number of man-hours of services provided, the names of the individual or individuals providing such services, the rate of reimbursement for each of said individuals, and the dates and times at which such services were

provided and the specific nature of such services. COUNTY shall reimburse MJW within a reasonable time following receipt of said itemized statement.

14. All documents received or prepared by MJW or any of the referees in connection with the services provided pursuant to this Agreement shall be considered the property of the COUNTY and shall be turned over to the COUNTY at or before the time at which MJW submits an itemized statement for reimbursement. Copies of said documents may be maintained by MJW for his files. It is understood and agreed that the provisions of this paragraph 14 shall not apply to any documents or other data that have been collected or developed by MJW or any of the referees in the regular course of their business and which are made available to the COUNTY under the provisions of this Agreement for purposes of assisting the referee.

15. It is hereby specifically understood and agreed that the nature of the services to be provided pursuant to this Agreement, as well as the time frame in which such services must be provided are subject to the requirements of state law, specifically Web. Rev. Stat. §77-1502 (1992 Cum. Supp.) and §77-1502.01 (Reissue 1990). Failure by MJW to provide all of the services required by the terms of this Agreement in a proper and timely fashion may result in irreparable injury to the COUNTY. For that reason this Agreement shall be deemed indivisible and any breach by MJW shall be considered a breach of the entire contract. In the event of such breach in which the COUNTY has not materially contributed, COUNTY shall immediately give MJW written notice of the breach. If

the breach can be remedied, MJW shall have 48 hours within which to effect such remedy and resume performance of his obligations. Otherwise, COUNTY may select to treat the Agreement as abandoned. In that event COUNTY shall have no obligation whatsoever to MJW and shall be entitled to recover from MJW as damages any and all costs incurred by the COUNTY as a result of said breach.

16. In carrying out the provisions of this Agreement MJW shall not discriminate against any employee, applicant for employment, contractor, prospective contractor, or any other person, firm, association or corporation, because of race, color, religion, sex, national origin, or on any other basis which is prohibited by any federal, state, or local law.

17. The PARTIES acknowledge that MJW is an independent appraiser, and that he has done and may do work for the County, the City of Lincoln, other governmental agencies, and private individuals and businesses in this area and will continue to do so during the term of this Agreement. The PARTIES agree that Paragraph 6 of this Agreement will be strictly followed to avoid any potential conflicts of interest.

EXECUTED BY MATTHEW J. WILSON this _____ day of April, 1993.

Beverly Taylor
WITNESS

BY: Matthew J. Wilson
MATTHEW J. WILSON

EXECUTED BY THE COUNTY this 4 day of ^{May} April, 1993.

WITNESSES:

[Signature]
COUNTY CLERK

APPROVED AS TO FORM this
day of April, 1993.

[Signature]
Collins

SEN. E. LACEY
County Attorney

SEN. DC/jp
4-22-93

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

[Signature]
Kathy Campbell

[Signature]
Dallene King

[Signature]
Steve Droloda

[Signature]
Lynn Hurlin

[Signature]
Marcia Malone

EXHIBIT #1REFEREE SYSTEM

I. Primary Objectives of System

A. Responsibility to Public

1. Provide an unbiased hearing of the public's opinions concerning the valuation of property.
2. Maintain a professional and objective public image.

B. Responsibility to Board

1. Provide a system which sorts non-value issues from value issues.
2. Provides a reasonably reliable unbiased opinion of value.
3. Maintenance of consistencies in assessment system by identifying inconsistencies, and providing a justified opinion of value for those properties adjudged inconsistent.

II. Role of Coordinator

A. Coordinator Responsibilities

1. Development/implementation of pre-hearing screening and classification process.
2. Selection/retention of referees.
3. Development of reporting vehicles.
4. Development/implementation of procedures and training.
5. Development of Referee Aids.
6. Facilities/schedule coordination.
7. Day-to-day coordination and operations (on-site management).
8. Development/implementation of review panel.
9. Preparation of final recommendations to Board.
10. Post-hearing activities.

III. Referee System

A. Residential Appeals

1. Retain qualified residentially oriented staff.
2. Provide staff with summary data base.
3. Staff hears appeal, prepares justification/recommendation.
4. Review panel monitors and confirms results.

B. Non-residential Appeals

1. Retain active and qualified staff.
2. Staff responsible for own data base.
3. Staff hears appeal, prepares justification/recommendation, or refers to review panel.
4. Review panel monitors and confirms results.

BASIS OF PROTESTS:

It is our perception that valuation protests generally fall into several categories, or combinations thereof:

- A. Assessed value exceeds fair market value.
- B. Error(s) exist in the Assessor's records.
- C. Assessed values are not equalized with other similar properties.
- D. Assessed values are not equalized with the values of other property types.
- E. Protests relating to the rate/system of real estate taxation.

REFEREE'S FUNCTION:

It is our perception that the referees should confine their attentions primarily to those protest issues identified as "A", "B" and "C" above.

- A. The referee's primary function is to determine the issues relative to fair market value. If, through a combination of evidence provided by the tax payer or the referee's knowledge of the market, and/or observations concerning the basis of the assessment, the referee determines an inconsistency exists, the referee is responsible to provide the Board with a supported recommendation.
- B. A secondary function of the referee is to review those protests filed on the basis of errors in the Assessor's records. The referee's job is to verify any purported errors and, if the error can be verified, to make any corrections necessary. Verification may involve property inspection and research of the Assessor's records.
- C. An additional function of the referee is to review purported inconsistencies in equalization within a classification of property. The referee, in this case, should base his judgment on evidence provided by the taxpayer. If the evidence is clear that an inconsistency exists, the referee should make two supported recommendations to the Board. The first recommendation relates to the fair market value of the property; the second relates to the inconsistencies of equalization. The Board then has a basis for action.

The referee should hear arguments related to "D" and "E" type protests, make the appropriate notation of the protestor's claim, advise the protestor that these issues will be determined at the sole discretion of the Board of Equalization, and make no recommendation to the Board.

Dear

I have been retained by the Lancaster County Commissioners to coordinate the Referee System which will assist the Board of Equalization in hearing the 1993 tax appeals. To the greatest extent possible, I will utilize the referee system developed and implemented over the past few years.

The foundation of this year's system is the retention of well qualified individuals to act as referees. I visualize the qualified referee to have an intimate knowledge of the real estate values, have the ability to objectively analyze value indicators, possess sound objective judgment, and possess good communicative abilities. In short, I desire to secure the best of the real estate professionals in our community and, to that extent, is why I have contacted you.

I have attempted to summarize what I perceive to be some of the more important issues which would concern you in reaching a decision to assist in this project:

- **General Duties:** Hear valuation protests, elicit appropriate information from the protesting party, objectively evaluate appropriate data within defined parameters, render an advisory opinion based upon supported information, data, analysis, etc.
- **Time Commitments:** Of course, the time required on your behalf will be largely dependent upon the number of protests filed. However, recognizing that you also have other responsibilities, we will attempt to schedule your duties within a minimum of conflicts.
- **Contracting Authority:** You will be acting as an independent contractor hired by Lancaster County. This will provide you with the ability to act in an unbiased manner essentially representing the public and the Board of Equalization.
- **Fees:** The Referee System is based upon the premise that we are seeking quality professional services. The services required may range beyond the scope of those provided under former systems. Therefore, compensation will be based upon a daily/hourly rate for services rendered.

- Selection Process: Referees will be selected from proposals giving due consideration to the number of referees required, qualifications of referees available, commitments of time to the process on behalf of the referee, and fees.
- Time Frame: Again, the time frame of the referee hearings will be dependent upon the number of protests filed and the timeliness of filing. At this time, we are utilizing the last half of April and the first half of May as a general time frame.

Attached, please find a form which will be utilized to prepare a preliminary survey to determine the availability of your services and general fee parameters. Please return this form to our office at your earliest convenience. Of course, your reply will be held in confidence. I am available for any questions or comments. Thank you for your prompt response and consideration.

Sincerely,

MATTHEW J. 'JOE' WILSON

Enclosure

REFEREE RESPONSE

NAME: _____

ADDRESS: _____

PHONE: _____ (OFFICE) _____ (HOME)

TIME COMMITMENT: This year we are anticipating approximately 3 weeks to complete the appeal process. The anticipated time frame is from the middle of April through the middle of May. Please indicate your availability throughout this time frame:

_____ of weeks.

If you cannot work the entire 3 week period please indicate those weeks when you are available:

Prefer full days _____.

Prefer half days _____ AM or PM (circle one)

FEES: _____ PER DAY _____ PER HOUR

Please return this response no later than _____ to Matthew J. 'Joe' Wilson, 300 So. 68th Place, Suite 500, Lincoln, NE 68510.

If you have any questions don't hesitate to call me at 483-2922. Thanks for your quick response. Joe

REFEREE REPORT

APPEAL NO: _____	ASSESSED DATA:
ACCOUNT NO: _____	LAND: _____
PROPERTY CLASS: _____	IMPROVEMENTS: _____
ADDRESS: _____	TOTAL: _____

DATE HEARING: _____ DATE INSPECTION: _____

PERSONS PRESENT: _____

- BASIS OF PROTEST: EXCEEDS MARKET VALUE
 NOT EQUALIZED WITH OTHER CLASS
 ASSESSOR'S DATE ERROR
 RATE/SYSTEM OF TAXATION
 NOT EQUALIZED WITHIN CLASS

OTHER: _____

SUMMARY OF PROTEST: _____

REFEREE OBSERVATIONS: BELOW AT ABOVE MARKET VALUE
 EQUALIZATION DISPARITY

SUMMARY OF REFEREE RECOMMENDATIONS:

- NO CHANGE REVIEW EQUALIZATION RECALCULATION BY ASSESSOR
 VALUE MODIFICATION:

LAND: _____

IMPROVEMENTS: _____

TOTAL: _____

(DATE)

(REFEREE SIGNATURE)

- APPROVED DISAPPROVED OTHER (SEE ATTACHMENTS)

Exhibit 3

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 199____, by and between _____, hereinafter referred to as "Referee," and the County of Lancaster, Nebraska hereinafter referred to as "County."

WHEREAS, Neb.Rev.Stat. §77-1502 (1992 Cum.Supp.) requires that the Lancaster County Board of Equalization shall hold a session of not less than three and not more than sixty days, for the purpose of reviewing and deciding protests filed pursuant to Neb.Rev.Stat. §77-1502 to §77-1507; and

WHEREAS, Neb.Rev.Stat. §77-1502.01 (Reissue 1990) 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 a meaningful hearing before a qualified individual, has determined that it should appoint referees to hear the protests filed for the 1993 tax year; and

WHEREAS, Referee is specially trained and possesses certain skills, experience, education, and competency to perform said services, and the County desires to engage Referee for 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 engage Referee and Referee hereby 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 (1992 Cum.Supp.). 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 the Agreement County agrees to reimburse Referee at the rate of \$ _____ per hour. Any time spent for transportation to and from 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. In addition, Referee will be paid 20.5 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. 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 this paragraph 3 shall represent the sole consideration for the services of the Referee and except as specifically provided in this 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 or fringe benefits. Referee shall be responsible for submitting to the County, through the referee coordinator, an itemized statement detailing the number of hours of service 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.

4. The County Board, through the referee coordinator, may terminate this Agreement at any time by giving written notice to Referee and specifying the effective date of such termination.

5. It is specifically understood and agreed that any protest in which any referee or any agent, employee, or business associate of any referee is involved on behalf of the taxpayer, either directly or indirectly, in an advisory, professional, or any other capacity, shall not be heard by such interested referee or referees. In such cases, such interested referees shall immediately declare a conflict of interest and inform the taxpayer

that he or she may choose to have the protest heard by a disinterested referee or by the coordinator or directly by the Board of Equalization pursuant to the provisions of Neb.Rev.Stat. §77-1502 (1992 Cum.Supp.).

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 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.

DATED this 4 day of May, 1993.

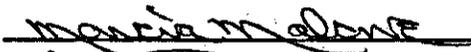
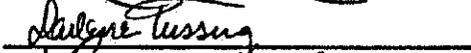
WITNESS:

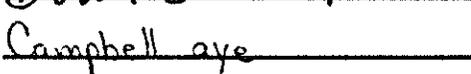
BY: _____
Referee

ATTEST:

COUNTY CLERK

BY THE BOARD OF COUNTY COMMISSIONERS OF LANCASTER COUNTY, NEBRASKA

APPROVED AS TO FORM THIS _____ day of _____, 199____.

GARY E. LACEY
County Attorney

AGREEMENT

THIS AGREEMENT, made and entered into this 12 day of October, 1993, by and between the COUNTY OF LANCASTER, NEBRASKA, hereinafter referred to as "COUNTY", and Wayne Kubert, Darrel Standard, and Terryll Tillman, hereinafter collectively referred to as "COORDINATORS". The COUNTY and COORDINATORS may hereinafter be jointly referred to as the "PARTIES".

WHEREAS, Neb.Rev.Stat. §77-1502 (Reissue 1990) requires that the Lancaster County Board of Equalization shall hold a session of not less than three and not more than sixty days, for the purpose of reviewing and deciding protests filed pursuant to Neb.Rev.Stat. §§77-1502 to 77-1507; and

WHEREAS, Neb.Rev.Stat. §77-1502.01 (Reissue 1990) 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 a meaningful hearing before a qualified and an impartial individual, has determined that it should appoint referees to hear the protests filed for the 1994 tax year; and

WHEREAS, in order to ensure that all protests are processed expeditiously, treated fairly and consistently, and decided in compliance with the provisions of state law, the COUNTY has determined that it should seek a qualified firm or individual to supervise and coordinate all activities of the referees appointed

to hear the protests filed for the 1994 tax year; and

WHEREAS, COORDINATORS are qualified individuals who are willing to contract with the COUNTY to provide the necessary supervision and coordination of the referee activities for the 1994 tax year.

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

1. COORDINATORS shall coordinate all referee activities for the 1994 tax year. The service to be provided by COORDINATORS are summarized in Exhibit 1 which is attached hereto and incorporated herein by this reference. Such services shall include, but are not necessarily limited to the following:

I.

PRE-HEARING ACTIVITIES

- A. Establishment of basic philosophies.
- B. Development and implementation of a pre-hearing review process designed to screen, classify, and, where appropriate, resolve protests prior to a formal referee hearing.
- C. Selection/recruitment of referees.
- D. Development of reporting vehicles.
- E. Development/implementation of referee procedures (training).
- F. Development of referee aids.
- G. Facilities/schedule coordination.

II.

HEARING ACTIVITIES

- A. Coordination of all referee activities.
- B. Day-to-day monitoring of all referee activities.
- C. Consultation with referees.
- D. Coordination and oversight of all reporting to the Board of Equalization.
- E. Acting as a referee when necessary as time permits.
- F. Consultation with Board of Equalization, including attendance and consultation at the open sessions of the Board of Equalization at which protests are heard and decided by the Board.

III.

POST-HEARING ACTIVITIES

- A. Coordination of a critique session to discuss the referee procedure with those individuals and bodies who have been involved.
- B. Preparation and submission of a final report which:
 - 1. Summarizes the activities and procedures employed in the referee system.
 - 2. Gives a detailed cost analysis of the referee system.
 - 3. Provides an assessment of the effectiveness of the referee system.
 - 4. Makes appropriate suggestions and recommendations regarding the use and structure of the referee system in the future.

In providing the foregoing services, COORDINATORS shall ensure

that all protests are processed in compliance with the requirements of Neb.Rev.Stat. §77-1502 and §77-1502.01 and other applicable provisions of state law. Within a reasonable time following disposition of each protest, all papers relating to the protests, together with the written findings and recommendations of the referee shall be transmitted to the Board of Equalization.

2. As soon as practicable following approval of this Agreement by the Board of County Commissioners of Lancaster County, COORDINATORS shall meet with the Lancaster County Assessor and members of his staff for the purpose of developing a pre-hearing screening process designed to identify those protests which are capable of resolution without a formal referee hearing and to classify the remaining protests so as to minimize the time and effort required to hear and resolve those remaining protests.

3. COORDINATORS shall be responsible for the recruitment, selection and training of the individuals who will serve as referees. Said individuals shall be qualified by training and experience to properly perform the duties assigned to them. All matters relating to the selection and qualifications of the referees, the specific nature and extent of the services each will perform, and the compensation each will receive shall be decided by COORDINATORS, subject to approval of the COUNTY. In recruiting and selecting individuals to act as referees COORDINATORS shall employ the materials which are attached hereto as Exhibit 2 and incorporated herein by this reference.

4. Each individual selected to act as a referee shall be required to execute a separate agreement with the COUNTY. A copy

of the agreement to be executed by each referee is attached hereto as Exhibit 3 and is incorporated herein by this reference.

5. It is understood and agreed that COORDINATORS and all individuals selected to act as referees shall be independent contractors and shall not be employees of the COUNTY. The compensation to be paid to each of the foregoing independent contractors pursuant to the terms of their respective agreements with the COUNTY shall represent the total consideration to be paid by the COUNTY to said contractors. Said independent contractors shall be reimbursed at the rate of 20.5 cents per mile for use of their personal vehicles for those purposes which are necessarily and directly related to the provision of services pursuant to the terms of their respective agreements with the COUNTY. Except as specifically provided in this paragraph, the COUNTY shall not be responsible for the payment of any expenses of the coordinators or the referees nor shall the COUNTY be responsible for the provision of any insurance or fringe benefits.

6. It is hereby specifically understood and agreed that any protests in which COORDINATORS are involved on behalf of the taxpayer, either directly or indirectly, in any advisory, professional, or other capacity, shall be heard and decided directly by the Board of Equalization pursuant to the provisions of Neb.Rev.Stat. §77-1502 (Reissue 1990). It is further understood and agreed that any protest in which any referee or any agent, employee or business associate of any referee is involved on behalf of the taxpayer, either directly or

indirectly, in any advisory, professional or other capacity, shall not be heard by any such interested referee or referees. In such cases such interested referee shall immediately declare a conflict of interest and inform the taxpayer that he or she may choose to have the protest heard by a disinterested referee or by COORDINATORS or directly by the Board of Equalization pursuant to the provisions of Neb.Rev.Stat. §77-1502 (Reissue 1990).

7. As soon as is practicable after execution of this Agreement COORDINATORS shall inform the COUNTY, through the Board of County Commissioners or its designated representatives, of the facilities, equipment, and materials and supplies that will be required to properly conduct hearings on the tax protests filed for the 1994 tax year. Said facilities, equipment, materials and supplies shall be provided by the COUNTY at COUNTY expense subject to the approval of the Board of County Commissioners. Such approval shall not be unreasonably withheld.

8. COUNTY further agrees to cooperate to the fullest extent possible, through the various offices of the COUNTY, in the processing of tax protests and the scheduling of hearings. Copies of all materials filed with the COUNTY by taxpayers in connection with their protests shall be forwarded to COORDINATORS immediately after receipt of said materials by the COUNTY.

9. For the services of the coordinator provided pursuant to the terms of this Agreement, COUNTY shall reimburse COORDINATORS at the following rates for coordinator services provided:

Wayne Kubert: not to exceed \$600.00 per working-day

Darrel Standard: not to exceed \$560.00 per working-day

Terryl Tillman: not to exceed \$520.00 per working-day

For purposes of this Agreement a working-day shall be defined as eight working hours. All 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 the provision of services pursuant to this Agreement shall not be considered in the computation of working hours.

10. In the event that COORDINATORS are unable to provide all of the services required by the terms of this Agreement they may elect to employ another qualified individual to assist them in performing the required services. Employment of an assistant coordinator shall be subject to prior approval of the Board of County Commissioners, which approval shall not be unreasonably withheld. Any assistant coordinators shall be compensated at a rate not to exceed \$500.00 per working-day. Said rate shall be specifically determined prior to the provision of any services by the assistant coordinators. Except for said rate of compensation the assistant coordinators shall be bound by the terms and provisions of this Agreement in the same manner and to the same extent as COORDINATORS.

11. It is hereby acknowledged by the PARTIES that the precise number of working-hours necessary to fulfill the terms of this Agreement is dependent upon the number of protests which are filed.

Based upon the number of protests that have been filed in the past years, and considering that new appraisals will go into effect this tax year, it is presently estimated that a maximum of

30 working-days (7 working-days for pre-hearing activities, 20 working-days for hearing activities, and 3 working-days for post-hearing activities), will be sufficient to enable COORDINATORS to properly perform all services required by the terms of this Agreement. For that reason the total compensation to be paid by the COUNTY to COORDINATORS for services provided pursuant to this Agreement shall not exceed \$50,400.00 without the prior approval of the Board of County Commissioners. Failure to obtain such prior approval shall limit the compensation to be paid to COORDINATORS by the COUNTY to a maximum of \$50,400.00 irrespective of the number of working-hours of service provided. The Board of County Commissioners shall approve compensation in excess of the \$50,400.00 limitation only upon a showing of good cause. The action of the Board of County Commissioners authorizing the payment of compensation in excess of \$50,400.00:

- a. Shall be taken only during a regularly scheduled open public meeting of the Board of County Commissioners;
- b. Shall specifically state the factors which justify the action; and
- c. Shall state a specific dollar amount by which the \$50,400.00 limitation may be exceeded.

12. To assist the PARTIES in monitoring the cost of this Agreement it shall be the responsibility of COORDINATORS to provide the COUNTY with periodic progress reports regarding the provision of services pursuant to this Agreement. The COUNTY may request or COORDINATORS may provide additional reports at any time if deemed necessary.

13. COORDINATORS shall not be reimbursed for any of the services provided pursuant to this Agreement until all of such services have been properly completed. At such time COORDINATORS shall submit to the COUNTY an itemized statement detailing the number of working-hours of services provided, the names of the individual or individuals providing such services, the rate of reimbursement for each of said individuals, and the dates and times at which such services were provided and the specific nature of such services. COUNTY shall reimburse COORDINATORS within a reasonable time following receipt of said itemized statement.

14. All documents received or prepared by COORDINATORS or any of the referees in connection with the services provided pursuant to this Agreement shall be considered the property of the COUNTY and shall be turned over to the COUNTY at or before the time at which COORDINATORS submits an itemized statement for reimbursement. Copies of said documents may be maintained by COORDINATORS for their files. It is understood and agreed that the provisions of this paragraph 14 shall not apply to any documents or other data that have been collected or developed by COORDINATORS or any of the referees in the regular course of their business and which are made available to the COUNTY under the provisions of this Agreement for purposes of assisting the referee.

15. It is hereby specifically understood and agreed that the nature of the services to be provided pursuant to this Agreement, as well as the time frame in which such services must be provided

are subject to the requirements of state law, specifically Neb.Rev.Stat. §77-1502 and §77-1502.01 (Reissue 1990). Failure by COORDINATORS to provide all of the services required by the terms of this Agreement in a proper and timely fashion may result in irreparable injury to the COUNTY. For that reason this Agreement shall be deemed indivisible and any breach by COORDINATORS shall be considered a breach of the entire contract. In the event of such breach in which the COUNTY has not materially contributed, COUNTY shall immediately give COORDINATORS written notice of the breach. If the breach can be remedied, COORDINATORS shall have 48 hours within which to effect such remedy and resume performance of his obligations. Otherwise, COUNTY may elect to treat the Agreement as abandoned. In that event COUNTY shall have no obligation whatsoever to COORDINATORS and shall be entitled to recover from COORDINATORS as damages any and all costs incurred by the COUNTY as a result of said breach.

16. In carrying out the provisions of this Agreement COORDINATORS shall not discriminate against any employee, applicant for employment, contractor, prospective contractor, or any other person, firm, association or corporation, because of race, color, religion, sex, national origin, or on any other basis which is prohibited by any federal, state, or local law.

17. The PARTIES acknowledge that COORDINATORS are independent appraisers, and that they have done and may do work for the County, the City of Lincoln, other governmental agencies, and private individuals and businesses in this area and will

continue to do so during the term of this Agreement. The PARTIES agree that Paragraph 6 of this Agreement will be strictly followed to avoid any potential conflicts of interest.

EXECUTED BY WAYNE KUBERT this ___ day of October, 1993.

[Signature]
WITNESS

BY: [Signature]
WAYNE KUBERT

EXECUTED BY DARREL STANDARD this ___ day of October, 1993.

WITNESS

BY: [Signature]
DARREL STANDARD

EXECUTED BY TERRYLL TILLMAN this ___ day of October, 1993.

WITNESS

BY: [Signature]
TERRYLL TILLMAN

EXECUTED BY THE COUNTY this 19 day of October, 1993.

ATTEST:
[Signature]
COUNTY CLERK

BY THE BOARD OF COUNTY COMMISSIONERS OF LANCASTER COUNTY, NEBRASKA

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

APPROVED AS TO FORM
this 25 day of
October, 1993.

[Signature]
GARY E. LACEY
Lancaster County Attorney

GEL/DC/jp
10/8/93

REFEREE SYSTEM**I. Primary Objectives of System**

- A. Responsibility to Public**
 - 1. Provide an unbiased hearing of the public's opinions concerning the valuation of property.
 - 2. Maintain a professional and objective public image.
- B. Responsibility to Board**
 - 1. Provide a system which sorts non-value issues from value issues.
 - 2. Provides a reasonably reliable unbiased opinion of value.
 - 3. Maintenance of consistencies in assessment system by identifying inconsistencies, and providing a justified opinion of value for those properties adjudged inconsistent.

II. Role of Coordinator

- A. Coordinator Responsibilities**
 - 1. Development/implementation of pre-hearing screening and classification process.
 - 2. Selection/retention of referees.
 - 3. Development of reporting vehicles.
 - 4. Development/implementation of procedures and training.
 - 5. Development of Referee Aids.
 - 6. Facilities/schedule coordination.
 - 7. Day-to-day coordination and operations (on-site management).
 - 8. Development/implementation of review panel.
 - 9. Preparation of final recommendations to Board.
 - 10. Post-hearing activities.

III. Referee System

- A. Residential Appeals**
 - 1. Retain qualified residentially oriented staff.
 - 2. Provide staff with summary data base.
 - 3. Staff hears appeal, prepares justification/recommendation.
 - 4. Review panel monitors and confirms results.
- B. Non-residential Appeals**
 - 1. Retain active and qualified staff.
 - 2. Staff responsible for own data base.
 - 3. Staff hears appeal, prepares justification/recommendation, or refers to review panel.
 - 4. Review panel monitors and confirms results.

BASIS OF PROTESTS:

It is our perception that valuation protests generally fall into several categories, or combinations thereof:

- A. Assessed value exceeds fair market value.
- B. Error(s) exist in the Assessor's records.
- C. Assessed values are not equalized with other similar properties.
- D. Assessed values are not equalized with the values of other property types.
- E. Protests relating to the rate/system of real estate taxation.

REFEREE'S FUNCTION:

It is our perception that the referees should confine their attentions primarily to those protest issues identified as "A", "B" and "C" above.

- A. The referee's primary function is to determine the issues relative to fair market value. If, through a combination of evidence provided by the tax payer or the referee's knowledge of the market, and/or observations concerning the basis of the assessment, the referee determines an inconsistency exists, the referee is responsible to provide the Board with a supported recommendation.
- B. A secondary function of the referee is to review those protests filed on the basis of errors in the Assessor's records. The referee's job is to verify any purported errors and, if the error can be verified, to make any corrections necessary. Verification may involve property inspection and research of the Assessor's records.
- C. An additional function of the referee is to review purported inconsistencies in equalization within a classification of property. The referee, in this case, should base his judgment on evidence provided by the taxpayer. If the evidence is clear that an inconsistency exists, the referee should make two supported recommendations to the Board. The first recommendation relates to the fair market value of the property; the second relates to the inconsistencies of equalization. The Board then has a basis for action.

The referee should hear arguments related to "D" and "E" type protests, make the appropriate notation of the protestor's claim, advise the protestor that these issues will be determined at the sole discretion of the Board of Equalization, and make no recommendation to the Board.

EXHIBIT #2

Dear

I have been retained by the Lancaster County Commissioners to coordinate the Referee System which will assist the Board of Equalization in hearing the 1994 tax appeals. To the greatest extent possible, I will utilize the referee system developed and implemented over the past few years.

The foundation of this year's system is the retention of well qualified individuals to act as referees. I visualize the qualified referee to have an intimate knowledge of the real estate values, have the ability to objectively analyze value indicators, possess sound objective judgment, and possess good communicative abilities. In short, I desire to secure the best of the real estate professionals in our community and, to that extent, is why I have contacted you.

I have attempted to summarize what I perceive to be some of the more important issues which would concern you in reaching a decision to assist in this project:

- **General Duties:** Hear valuation protests, elicit appropriate information from the protesting party, objectively evaluate appropriate data within defined parameters, render an advisory opinion based upon supported information, data, analysis, etc.
- **Time Commitments:** Of course, the time required on your behalf will be largely dependent upon the number of protests filed. However, recognizing that you also have other responsibilities, we will attempt to schedule your duties within a minimum of conflicts.
- **Contracting Authority:** You will be acting as an independent contractor hired by Lancaster County. This will provide you with the ability to act in an unbiased manner essentially representing the public and the Board of Equalization.
- **Fees:** The Referee System is based upon the premise that we are seeking quality professional services. The services required may range beyond the scope of those provided under former systems. Therefore, compensation will be based upon a daily/hourly rate for services rendered.

- Selection Process: Referees will be selected from proposals giving due consideration to the number of referees required, qualifications of referees available, commitments of time to the process on behalf of the referee, and fees.
- Time Frame: Again, the time frame of the referee hearings will be dependent upon the number of protests filed and the timeliness of filing. At this time, we are utilizing the last half of April and the first half of May as a general time frame.

Attached, please find a form which will be utilized to prepare a preliminary survey to determine the availability of your services and general fee parameters. Please return this form to our office at your earliest convenience. Of course, your reply will be held in confidence. I am available for any questions or comments. Thank you for your prompt response and consideration.

Sincerely,

WAYNE KUBERT

Enclosure

REFEREE RESPONSE

NAME: _____

ADDRESS: _____

PHONE: _____ (OFFICE) _____ (HOME)

TIME COMMITMENT: This year we are anticipating approximately 4 weeks to complete the appeal process. The anticipated time frame is from the middle of April through the middle of May. Please indicate your availability throughout this time frame:

_____ of weeks.

If you cannot work the entire 4 week period please indicate those weeks when you are available:

Prefer full days _____.

Prefer half days _____ AM or PM (circle one)

FEES: _____ PER DAY _____ PER HOUR

Please return this response no later than _____ to Wayne Kubert, 303 N. 52nd, Suite 310, Lincoln, NE 68504.

If you have any questions don't hesitate to call me at 466-1414. Thanks for your quick response. Wayne

REFEREE REPORT

APPEAL NO: _____	ASSESSED DATA:
ACCOUNT NO: _____	LAND: _____
PROPERTY CLASS: _____	IMPROVEMENTS: _____
ADDRESS: _____	TOTAL: _____

DATE HEARING: _____ DATE INSPECTION: _____

PERSONS PRESENT: _____

- BASIS OF PROTEST: EXCEEDS MARKET VALUE
 NOT EQUALIZED WITH OTHER CLASS
 ASSESSOR'S DATE ERROR
 RATE/SYSTEM OF TAXATION
 NOT EQUALIZED WITHIN CLASS

OTHER: _____

SUMMARY OF PROTEST: _____

REFEREE OBSERVATIONS: BELOW AT ABOVE MARKET VALUE
 EQUALIZATION DISPARITY

SUMMARY OF REFEREE RECOMMENDATIONS:

- NO CHANGE REVIEW EQUALIZATION RECALCULATION BY ASSESSOR
 VALUE MODIFICATION:

LAND: _____

IMPROVEMENTS: _____

TOTAL: _____

(DATE)

(REFEREE SIGNATURE)

APPROVED

DISAPPROVED

OTHER (SEE ATTACHMENTS)

Exhibit 3AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 199____, by and between _____, hereinafter referred to as "Referee," and the County of Lancaster, Nebraska, hereinafter referred to as "County."

WHEREAS, Neb.Rev.Stat. §77-1502 (1992 Cum.Supp.) requires that the Lancaster County Board of Equalization shall hold a session of not less than three and not more than sixty days, for the purpose of reviewing and deciding protests filed pursuant to Neb.Rev.Stat. §77-1502 to §77-1507; and

WHEREAS, Neb.Rev.Stat. §77-1502.01 (Reissue 1990) 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 a meaningful hearing before a qualified individual, has determined that it should appoint referees to hear the protests filed for the 1994 tax year; and

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

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

1. County agrees to engage Referee and Referee hereby 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 (1992 Cum. Supp.). 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 the Agreement, County agrees to reimburse Referee at the rate of \$ _____ per hour. Any time spent for transportation to and from 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. In addition, Referee will be paid 20.5 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. 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 this paragraph 3 shall represent the sole consideration for the services of the Referee and except as specifically provided in this 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 or fringe benefits. Referee shall be responsible for submitted to the County, through the referee coordinator, an itemized statement detailing the number of hours of service 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 itemizes statements approved by the referee coordinator.

4. The County Board, through the referee coordinator, may terminate this Agreement at any time by giving written notice to Referee and specifying the effective date of such termination.

5. It is specifically understood and agreed that any protest in which any referee or any agent, employee, or business associate of any referee is involved on behalf of the taxpayer, either directly or indirectly, in an advisory, professional, or any other capacity, shall not be heard by such interested referee or referees. In such cases, such interested referees shall immediately declare a conflict of interest and inform the taxpayer

that he or she may choose to have the protest heard by a disinterested referee or by the coordinator or directly by the Board of Equalization pursuant to the provisions of Neb.Rev.Stat. §77-1502 (1992 Cum.Supp.)

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 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.

DATED this ____ day of _____, 199__.

WITNESS:

ATTEST:

COUNTY CLERK

APPROVED AS TO FORM
this ____ day of
_____, 199__.

GARY E. LACEY
County Attorney

BY: _____

Referee

BY THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

GREAT PLAINS APPRAISAL

Matthew J. Wilson, MAI • Wayne W. Kubert, MAI • Cay Lacey, MAI • Darrel L. Stanard • Richard J. Danek

October 4, 1993

Mr. Vince M. Mejer, CPPO C.P.M.
Purchasing Agent
Room B-367, County-City Building
555 South 10th Street
Lincoln, Nebraska 68508

RE: Coordinator for an Appraiser
Referee System

Dear Mr. Mejer,

Following is the information requested in the above proposal.

3.2.1 Wayne Kubert,
303 North 52nd Street
Lincoln, Nebraska 68504
(402)466-1414

Firm name:
Great Plains Appraisal
303 North 52nd Street
Lincoln, Nebraska 68504
(402)466-1414

3.2.2 Wayne Kubert - Appraisal experience
22 years
Great Plains Appraisal established 1990
(Previous name was Trampe and Associates)

3.2.3 Types of service
Wayne Kubert
Extensive experience in appraising agricultural property, commercial
property, residential property, special use property and values for
mass appraisal.
Great Plains Appraisal: as outlined above

Mr. Vince M. Mejer
October 4, 1993
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3.2.4 Darrel L. Stanard and Terryl Tillman

Experience:

Darrel L. Stanard
Eight years appraisal and 5 five years in mass appraisal for tax valuations.

3.2.4 (Continued)

Terryl M. Tillman
Five years appraisal experience and five years in mass appraisal for tax valuations.

- 3.2.6 Dakota County - Full County reappraisal
- Lancaster County - Agriculture, residential, commercial and special use referee work for 12 years.
- Madison County - Special use properties
- Cass County - Complete reappraisal of all commercial property.
- Pierce County - reappraisal of all commercial property
- Hall County - Complete reappraisal of all commercial property.

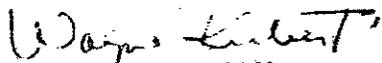
Court cases involving real estate values for tax purposes in;
Dakota County
Ford County Kansas
Hall County
Buffalo County
Sedgewich County, Colorado
Gage County

- 3.2.10 Betty O'Neill - Dakota County Assessor (402)987-2101
- Norm Agena - Lancaster County Assessor (402)471-7463
- Tom Maas - Pierce County Assessor (402)329-4215
- Mona Moje - Platte County Assessor (402)563-4925
- George Teaser - Cass County Assessor (402)296-3383
- Jerry Knoche - Nebraska Department of Revenue

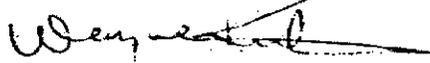
Mr. Vince M. Mejer
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- 3.2.11 General information about the past referee system. General and specific information about the current method of valuing the real estate.
- 3.2.12 Time frame: as required from November 1993 to June 1994.

Sincerely,


Wayne Kubert, MAI

For the Firm
Great Plains Appraisal
by Wayne Kubert



GREAT PLAINS APPRAISAL

Matthew J. Wilson, MAI • Wayne W. Kubert, MAI • Cay Lacey, MAI • Darrel L. Stanard • Richard J. Danek

October 4, 1993

Mr. Vincent Weier, CPPO, C.P.M.
Purchasing Agent
Room E-357
County- Courthouse Building
555 South 10th Street
Lincoln, Nebraska 68508

RE: Fee proposal for Coordinator for
an Appraisal Referee System

Dear Mr. Weier:

This fee is proposed to be billed at an hourly rate based on the hours worked
in the preparation and completion of the project.

The fee should be based on the following:

	Hourly rate
Wayne Kubert	\$75.00
Darrel Stanard	\$70.00
Terry Tillman	\$65.00

Sincerely,


Wayne Kubert, MAI

C-107276

NAME Kubert

PROPOSAL

SPECIFICATION NO. 93-177

OPENING TIME: 12:00 NOON

DATE: Wednesday, October 6, 1993

The undersigned submitter, having full knowledge of the requirements of the County for the below listed services and the contract documents (which include Notice to Submitters, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to contract with the County for the Below listed services for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for the fees listed below.

THE REQUIREMENTS FOR: COORDINATOR FOR A APPRAISER REFEREE SYSTEM

FEE SCHEDULE

BASIC SERVICES 75 per hour
OTHER FEES NOT LISTED _____

ALL NORMAL REIMBURSABLE COSTS SHALL BE INCLUDED IN THE ABOVE FEES.

The undersigned signatory for the firm represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

RETURN 3 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF ENVELOPE AS FOLLOWS:

SEALED PROPOSAL FOR SPEC. 93-177

COORDINATOR FOR A APPRAISER REFEREE SYSTEM

GREAT PLAINS Appraisal
COMPANY NAME

Wayne Kubert
BY (Signature)

303 N. 52ND Suite 310
STREET ADDRESS or P.O. BOX

WAYNE KUBERT
(Print Name)

Lincoln, Neb 68505
CITY, STATE ZIP CODE

Director of Commercial
(Title) APPRAISALS

466-1414
TELEPHONE

10-6-93
(Date)

117276

NAME STANARD

PROPOSAL
SPECIFICATION NO. 93-177
OPENING TIME: 12:00 NOON
DATE: Wednesday, October 6, 1993

The undersigned submitter, having full knowledge of the requirements of the County for the below listed services and the contract documents (which include Notice to Submitters, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to contract with the County for the Below listed services for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for the fees listed below.

THE REQUIREMENTS FOR: COORDINATOR FOR A APPRAISER REFEREE SYSTEM

FEES SCHEDULE

BASIC SERVICES 70⁰⁰ Per hour
OTHER FEES NOT LISTED 65⁰⁰ Per hour
For Terry L Tillman

ALL NORMAL REIMBURSABLE COSTS SHALL BE INCLUDED IN THE ABOVE FEES.
The undersigned signatory for the firm represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

RETURN 3 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF ENVELOPE AS FOLLOWS:
SEALED PROPOSAL FOR SPEC. 93-177
COORDINATOR FOR A APPRAISER REFEREE SYSTEM

GREAT PLAINS APPRAISAL
COMPANY NAME

303 N. 52ND Suite 310
STREET ADDRESS or P.O. BOX

Lincoln Nebr 68504
CITY, STATE ZIP CODE

466-1414
TELEPHONE

Darrel L. Stanard
BY (Signature)

Darrel L. Stanard
(Print Name)

Director of MASS APPRAISALS
(Title)

10-6-93
(Date)

EXHIBIT F

REFEREE COORDINATOR AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of May, 2016, by and between the COUNTY OF LANCASTER, NEBRASKA, hereinafter referred to as "County", and GREAT PLAINS APPRAISAL CO., on behalf of WAYNE KUBERT AND TOM KUBERT, hereinafter referred to as "Referee Coordinator". The County and the Referee Coordinator may hereinafter be jointly referred to as the "parties".

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 written protests filed pursuant to § 77-1502; 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 2016 tax year; and

WHEREAS, in order to ensure that all protests are processed expeditiously, treated fairly and consistently, and decided in compliance with the provisions of state law, the County has determined that it should seek a qualified firm or individual to supervise and coordinate all activities of the referees appointed to hear the protests filed for the 2016 tax year; and

WHEREAS, Referee Coordinator is qualified and willing to contract with the County to provide the necessary supervision and coordination of the referee activities for the 2016 tax year.

NOW, THEREFORE, in consideration of the mutual covenants herein contained it is

agreed as follows by the parties hereto:

1. Wayne Kubert and Tom Kubert shall be in charge of the performance of this Agreement on behalf of Referee Coordinator and shall coordinate all referee activities for the 2016 tax year. The services to be provided by Referee Coordinator shall include, but are not necessarily limited to the following:

I. PRE-HEARING ACTIVITIES

- A. Establishment of basic philosophies.
- B. Be responsible for the recruitment, selection and training of the individuals who will serve as referees.
- C. Development of reporting vehicles.
- D. Development/implementation of referee procedures, to include policies and procedures for property valuation protests
- E. Development of referee aids.
- F. Facilities/schedule coordination.
- G. Development of forms and other documents, approved by the Board, to be used throughout the hearing process.

II. HEARING ACTIVITIES

- A. Coordination of all referee activities.
- B. Day-to-day monitoring of all referee activities.
- C. Consultation with referees.
- D. Coordination and oversight of all reporting to the Board of Equalization.
- E. Acting as a referee when necessary as time permits.
- F. Consultation with Board of Equalization, including attendance and consultation at the open sessions of the Board of Equalization at which protests are heard and decided by the Board.

III. POST-HEARING ACTIVITIES

- A. Coordination of a review session to discuss the referee procedure with those County agencies involved in the property valuation protest process.
- B. Preparation and submission of a final report which:
 - 1. Summarizes the activities and procedures employed in the referee system.
 - 2. Gives a detailed cost analysis of the referee system.
 - 3. Provides an assessment of the effectiveness of the referee system.
 - 4. Makes appropriate suggestions and recommendations regarding the use and structure of the referee system in the future.
- C. Appear as necessary as witness before the Nebraska Tax Equalization Review Commission to testify regarding referee action and related issues in cases appealed from the Board of Equalization.

In providing the foregoing services, Referee Coordinator shall ensure that all protests are processed in compliance with the requirements of Neb. Rev. Stat. § 77-1502 and § 77-1502.01 and other applicable provisions of state law. Within a reasonable time following disposition of each protest, all papers relating to the protests, together with the written findings and recommendations of the referee shall be transmitted to the Board of Equalization.

2. The Referee Coordinator shall be responsible for the recruitment, selection and training of the individuals who will serve as referees. Said individuals shall be qualified by training and experience to properly perform the duties assigned to them. All matters relating to the selection and qualifications of referees, the specific nature and extent of the services each will perform and the compensation each will receive shall be decided by the Referee Coordinator, subject to the approval of the County.

3. Each individual selected to act as a referee shall be required to execute a separate

agreement with the County. A copy of the agreement to be executed by each referee is attached hereto as "Exhibit 1" and is incorporated herein by this reference.

4. It is understood and agreed that Referee Coordinator and all individuals selected to act as referees shall be independent contractors and shall not be employees of the County. The compensation to be paid to each of the foregoing independent contractors pursuant to the terms of their respective agreements with the County shall represent the total consideration to be paid by the County to said contractors. Said independent contractors shall be reimbursed at the rate of fifty-four cents (\$0.54) per mile for use of their personal vehicles for those purposes which are necessarily and directly related to the provision of services pursuant to the terms of their respective agreements with the County. Except as specifically provided in this paragraph, the County shall not be responsible for the payment of any expenses of the coordinators or the referees nor shall the County be responsible for the provision of any insurance or fringe benefits. Referee Coordinator shall provide to the County proof of automotive insurance.

5. The Referee Coordinator 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 Coordinator, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Referee Coordinator 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.

The Referee Coordinator shall carry insurance in the following kinds and minimum limits:

1. **Workers' Compensation Insurance**
Referee Coordinator shall purchase and maintain during the term of this Agreement, Workers' Compensation Insurance, fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.
2. **General Liability Insurance**
Referee Coordinator shall purchase and maintain during the term of this Agreement, General Liability Insurance, naming and protecting them and the County against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Agreement whether such operations be by Referee Coordinator or any one directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence

The Referee Coordinator shall not commence work under this Agreement until it has obtained all insurance required under this Agreement and has provided the County with proof of such insurance showing the specific limits of insurance required by this section.

6. It is hereby specifically understood and agreed that any protests in which Referee Coordinator is involved on behalf of the protestant and related to the protest under review, either directly or indirectly, in any advisory, professional, or other capacity, shall be heard and decided by a disinterested contracted referee, with the referee's report forwarded directly to the Board of Equalization for final review pursuant to the provisions of Neb. Rev. Stat. § 77-1502. It is further understood and agreed that any protests in which any referee or any agent, employee or business associate of any referee is involved on behalf of the protestant and related to the protest under review, either directly or indirectly, in any advisory, professional or other capacity, shall

not be heard by any such interested referee or referees. In such cases interested referees shall immediately declare a conflict of interest and inform the taxpayer that he or she will, at the discretion of the Referee Coordinator, have the protest heard by a disinterested referee or by Referee Coordinator or by the Board of Equalization pursuant to the provisions of § 77-1502.

7. As soon as is practicable after execution of this Agreement, Referee Coordinator shall inform the County, through the Board of County Commissioners or its designated representatives, of the facilities, equipment, and materials and supplies that will be required to properly conduct hearings on the tax protests filed for the 2016 tax year. Said facilities, equipment, materials and supplies shall be provided by the County at County expense subject to the approval of the Board of County Commissioners. Such approval shall not be unreasonably withheld.

8. County further agrees to cooperate to the fullest extent possible, through the various offices of the County, in the processing of tax protests and the scheduling of hearings. Copies of all materials filed with the County by taxpayers in connection with their protests shall be forwarded to Referee Coordinator immediately after receipt of said materials by the County.

9. For the services of the coordinator provided pursuant to the terms of this Agreement, County shall reimburse Referee Coordinator at the rate of \$95.00 per hour. All 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 the provision of services pursuant to this Agreement shall not be considered in the computation of working hours.

10. In the event that Referee Coordinator is unable to provide all of the services required by the terms of this Agreement he/she may elect to employ another qualified individual to assist in performing the required services. Employment of an Assistant Coordinator shall be

subject to prior approval of the Board of County Commissioners, which approval shall not be unreasonably withheld. Any Assistant Coordinator shall be compensated at a rate of \$85.00 per hour. Said rate shall be specifically determined prior to the provision of any services by the Assistant Coordinator. Except for said rate of compensation the terms of this Agreement shall apply to the Assistant Coordinators in the same manner and to the same extent as the Referee Coordinator. Cody Gerdes and Lori Johnson are hereby designated as Assistant Coordinators. Robert Anderson, Bill Lange and Sally Webster are hereby designated as Alternate Assistant Coordinators. It is recognized by the parties that additional Assistant and Alternate Assistant Coordinators may be necessary, but such additions shall be subject to written approval of the Lancaster County Board of Commissioners.

11. It is hereby acknowledged by the parties that the precise number of working hours necessary to fulfill the terms of this Agreement is dependent upon the number of protests that are filed. Included in the costs of services for this agreement is the cost of the coordinator, assistant coordinator, if appointed, as approved by the County Board of Equalization. The total compensation to be paid by the County to Referee Coordinator for coordinator services provided pursuant to this Agreement shall not exceed \$180,000.00, without the prior approval of the Board of County Commissioners. Failure to obtain such prior approval shall limit the compensation to be paid to Referee Coordinator by the County for coordinator services to a maximum of \$180,000.00, irrespective of the number of working hours of service provided. The Board of County Commissioners shall approve compensation in excess of the \$180,000.00 limitation only upon a showing of good cause. The action of the Board of County Commissioners authorizing the payment of compensation in excess of \$180,000.00:

- a. Shall be taken only during a regularly scheduled open public meeting of the Board of County Commissioners;
- b. Shall specifically state the factors which justify the action; and
- c. Shall state a specific dollar amount by which the \$180,000.00 limitation may be exceeded.

12. The parties agree that in addition to the \$180,000.000 coordinator fee listed above, the Referee Coordinator will be reimbursed for off-duty security personnel used throughout the protest process. The total compensation to be paid by the County to Referee Coordinator for security services provided pursuant to this Agreement shall not exceed \$15,000.00, without the prior approval of the Board of County Commissioners. Failure to obtain such prior approval shall limit the compensation to be paid to Referee Coordinator by the County for security services to a maximum of \$15,000.00, irrespective of the cost of providing said security personnel.

13. To assist the parties in monitoring the cost of this Agreement it shall be the responsibility of the Referee Coordinator to provide the County with periodic progress reports regarding the provision of services pursuant to this Agreement. The County may request or the Referee Coordinator may provide additional reports at any time if deemed necessary.

14. Referee Coordinator shall not be reimbursed for any of the services provided pursuant to this Agreement until all of such services have been properly completed. At such time the Referee Coordinator shall submit to the County an itemized statement detailing the number of working hours of services provided, the names of the individual or individuals providing such services, the rate of reimbursement for each of said individuals, and the dates and times at which such services were provided and the specific nature of such services. County shall reimburse the Referee Coordinator within a reasonable time following receipt of said

itemized statement.

15. All documents received or prepared by the Referee Coordinator or any of the referees in connection with the services provided pursuant to 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 Coordinator submits an itemized statement for reimbursement. Copies of said documents may be maintained by the Referee Coordinator for his/her files. It is understood and agreed that the provisions of this Paragraph 15 shall not apply to any documents or other data that have been collected or developed by the Referee Coordinator or any of the referees in the regular course of their business and which are made available to the County under the provisions of this Agreement for purposes of assisting the referee.

16. It is hereby specifically understood and agreed that the nature of the services to be provided pursuant to this Agreement, as well as the time frame in which such services must be provided are subject to the requirements of state law, specifically Neb. Rev. Stat. § 77-1502 and § 77-1502.01. Failure by the Referee Coordinator to provide all of the services required by the terms of this Agreement in a proper and timely fashion may result in irreparable injury to the County. For that reason this Agreement shall be deemed indivisible and any breach by the Referee Coordinator shall be considered a breach of the entire contract. In the event of such breach in which the County has not materially contributed, County shall immediately give the Referee Coordinator written notice of the breach. If the breach can be remedied, the Referee Coordinator shall have 48 hours within which to affect such remedy and resume performance of his obligations. Otherwise, County may elect to treat the Agreement as abandoned. In that event County shall have no obligation whatsoever to Referee Coordinator and shall be entitled to recover from Referee Coordinator as damages any and all costs incurred by the County as a

result of said breach.

17. The parties acknowledge that Referee Coordinator is an independent appraiser, and that he has done and may do work for the County, the City of Lincoln, other governmental agencies, and private individuals and businesses in this area and will continue to do so during the term of this Agreement. The parties agree that Paragraph 6 of this Agreement will be strictly followed to avoid any potential conflicts of interests.

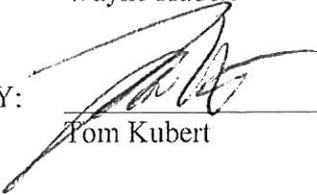
18. In connection with the performance of the activities provided herein, the parties agree that they shall not discriminate against an employee or applicant for employment or in the performance of the duties provided herein because of race, color, religion, sex, disability, national origin, age, marital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

19. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, Referee Coordinator 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 Coordinator 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.A § 1324b. Referee Coordinator shall require any subcontractor to comply with the provisions of this section

EXECUTED BY REFEREE COORDINATOR this 26th day of April, 2016.

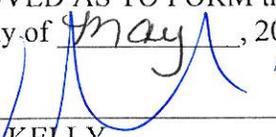
GREAT PLAINS APPRAISAL CO.

BY: 
Wayne Kubert

BY: 
Tom Kubert

EXECUTED BY THE COUNTY OF LANCASTER, NEBRASKA, this 10 day of May, 2016.

APPROVED AS TO FORM this 10 day of May, 2016.


for JOE KELLY
Lancaster County Attorney

THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

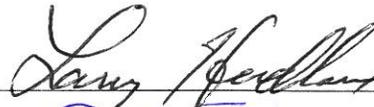






Exhibit 1
REFEREE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between _____ [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 2016 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 \$_____ per 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 (\$0.54) 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 County 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 at any time by giving written notice to the Referee and specifying the effective date of such termination.

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.

EXECUTED BY REFEREE this ____ day of _____, 2016.

By: _____
REFEREE

EXECUTED BY THE COUNTY OF LANCASTER, NEBRASKA, this ____ day
of _____, 2016.

THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

By: _____

APPROVED AS TO FORM
this ____ day of _____, 2016.

Deputy County Attorney
for JOE KELLY
Lancaster County Attorney



CERTIFICATE OF LIABILITY INSURANCE

GREAT-5

OP ID: LH

DATE (MM/DD/YYYY)
05/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

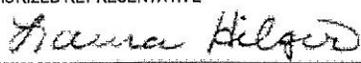
PRODUCER Mid-Alliance Ins Assoc, LLC 5600 So 48th St, Suite 114 Lincoln, NE 68516-4105 Robert K Marshall	Phone: 402-421-7800 Fax: 402-421-7832	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	MAY 03 2016 LANCASTER COUNTY CLERK	FAX (A/C, No):
	INSURED Great Plains Appraisal Co Thomas Kubert 115 Cherry Hill Blvd Lincoln, NE 68510-2639		INSURER(S) AFFORDING COVERAGE INSURER A: Owners Insurance Company INSURER B: Auto-Owners Insurance Group INSURER C: Lloyd's of London INSURER D: INSURER E: INSURER F:	NAIC # 32700 18988 32727

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners	X		4971117800	01/24/2016	01/24/2017	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ Included
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			4971117800	01/24/2016	01/24/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	39057167	01/24/2016	01/24/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
							OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Professional Liab			MPL141654216	02/20/2016	02/20/2017	E&O	1,000,000
							Ded	5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Lancaster County Board of Equalization is an Additional Insured on the General Liability.

CERTIFICATE HOLDER Lancaster County Board of Equalization 555 S 10th Street Lincoln, NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT G

Exhibit 1
REFEREE AGREEMENT

THIS AGREEMENT, made and entered into this 28 day of June, 2016, by and between Great Plains Appraisal, Inc. [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 2016 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 \$55.00 per 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 (\$0.54) 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 County 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 at any time by giving written notice to the Referee and specifying the effective date of such termination.

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.

EXECUTED BY REFEREE this 16th day of June, 2016.

By: [Signature] REFERENCE
Thomas W. Kubert
For the Firm

EXECUTED BY THE COUNTY OF LANCASTER, NEBRASKA, this 28 day of June, 2016.

THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

By: [Signature]

[Signature]
[Signature]
[Signature]
[Signature]

APPROVED AS TO FORM
this 28 day of June, 2016.

[Signature]
Deputy County Attorney
for JOE KELLY
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 Services¹
Wayne Kubert, MAI	\$85.00
Thomas Kubert, MAI	\$85.00
Cody Gerdes, MAI	\$85.00
Lori Johnson, MAI	\$85.00
Jason Pickerel	\$70.00
Shawn Fleck	\$70.00
Cathy Briley	\$60.00
Jill Henle	\$50.00
Carlos Lopez	\$50.00
Jay Seiffert	\$50.00
Clerical Services	\$30.00
Security Services	\$35.00

¹ Current to June 2016

**2016 LANCASTER COUNTY BOARD OF EQUALIZATION
POLICIES AND PROCEDURES FOR
PROPERTY VALUATION PROTESTS**

Lancaster County notifies property owners in the county of their property valuation as required by Nebraska Revised Statute §77-1315. Property owners have until June 30 to file protests. These protests are to be heard by the Lancaster County Board of Equalization as required by Nebraska Revised Statute §77-1502.

The Lancaster County Board of Equalization plans to use the following procedures to hear the property valuation protests. The Board plans to use the Referee system for valuation recommendations as set out in Nebraska Revised Statute §77-1502.01. The Referee hearings will begin as early as mid-June, and documentation of the hearings and the Referee's reports will be returned to the Board of Equalization upon completion. The recommendations of the referee, along with potential additional information, will be submitted to the Lancaster County Board of Equalization, which will determine the values of all properties on, or before, August 10th or as required by Nebraska Law.

The procedures to be used are more fully described in the following discussion. The procedures are a general outline that is subject to change based upon the number of protests and other unforeseeable factors.

The Board has contracted with Great Plains Appraisal to act as Referee Coordinator, with Wayne Kubert and Tom Kubert identified as Referee Coordinators. It will be their duty to recruit and coordinate the Referees as required to complete the hearings and valuation recommendations, with adequate time to allow the Board of Equalization to be completed by the previously identified statutory deadlines. Wayne Kubert and Tom Kubert may designate additional coordinators as necessary, with direct supervision by Wayne Kubert and Tom Kubert.

The selection and contractual obligations of the Coordinator and Referees are outlined in the following statements:

- Are to be experienced real estate professional that are properly credentialed to appraise real estate in Nebraska and/or are experienced in real estate valuation issues. Preference will be given to referees that are familiar with the Lincoln and Lancaster County market.
- All Referees will sign a contract with the Lancaster County Board of Equalization. A company that employs two or more appraisers that are hired as referees may contract all of their employees with a company contract. The terms of the Coordinator and Referee contracts are hereby made part of these procedures, and the Coordinator and Referees will serve as independent contractors for Lancaster County.
- Referees are to be assigned protests based on their experience and knowledge. The Coordinator is to have the duty of assigning Referees, and developing and applying any policies related to Referee assignments.
- The Coordinator and Referees shall coordinate with Lancaster County as much as possible to ensure corrections are made to records and to ensure value changes are consistent and equalized with other similar properties.
- The Coordinator shall coordinate with Lancaster County in completing the protests and notifying the parties. However, the ultimate responsibility of documenting the protests and notifying the parties is with Lancaster County.
- The Coordinator will be responsible for final review of consistency and reasonableness of all recommended values presented by the Referees. The final value recommended to the Lancaster County Board of Equalization will be that of the Referee Coordinator.

- The Coordinator and Referees are responsible to the Board of Equalization for any additional valuation duties that the Board of Equalization may require.
- The Referees and Coordinator, in coordinated effort with Lancaster County, shall keep daily log records of the hearings. All of the hearings shall be recorded and the recording submitted to the County as soon as possible after the hearing. Lancaster County shall be responsible for maintenance, custody, and control of all records relating to the Board of Equalization at the conclusion of the referee system process.
- The Referees and the Coordinator shall complete the forms as approved by the Coordinator and Board of Equalization. The completed forms are necessary to form a completed file in the event the protest is appealed to the Tax Equalization and Review Commission.

PLEASE NOTE: Nebraska Revised Statute §77-1315(2) requires that taxpayers be provided with notice of the taxable value of their property only if that value has changed from the preceding year. If a taxpayer appeals a value for one year and that appeal has not yet been resolved by March 1 of the following year, the value for the latter year will likely not have changed from that of the preceding year, and as a result the taxpayer will likely not receive a value notice for the latter year. In spite of that fact, and irrespective of the ultimate outcome of the original appeal, neither the County Board nor the Tax Equalization and Review Commission will have authority to reduce the value for the latter year unless a separate protest is filed for that year as well.

SCOPE OF APPRAISAL SERVICES TO BE PERFORMED BY THE REFEREES AND THE REFEREE COORDINATOR

In an effort to minimize the cost of services that are to be performed by the Referees, the services are to be limited in nature. The Referees and the Coordinator are to consider the data, information and analysis presented by Lancaster County, and they are to consider all evidence submitted by the protestant. In addition, they are to consider relevant market data available to them, note the date on the proper forms, and make relevant analysis using the data available. The written analysis will generally be limited to the approved Referee's forms. However, in complicated cases the Referees and/or Coordinator can include additional analysis, which will be submitted as part of the official record. The services requested are based on mass appraisal techniques modified only to estimate the value of an individual property.

The Referee's Report is to be prepared and/or reviewed by an individual acting in the capacity of a disinterested third party in the role of a Referee or Referee Coordinator.

The services related to referees appointed by the Lancaster County Board of Equalization are exempt from the Nebraska Real Property Appraiser Act pursuant to Nebraska Revised Statute §76-2221(7). However, as required by the Nebraska Real Property Appraiser Act, each Referee's Report shall include the following disclosure prominently with such report: The opinion of value may not meet the minimum standards contained in the Uniform Standards of Professional Appraisal Practice and is not governed by the Real Property Appraiser Act.

Any opinions or recommendations by the Referees and/or Referee Coordinator(s) should not be used for any purpose or function requiring compliance with any section of either the Uniform Standards of Appraisal Practice or the Nebraska Real Property Appraiser Act. The services rendered by the Referee process are to be utilized only by the Lancaster County Board of Equalization, or its assigns. The reports are public documents and are available for review once filed in the County Clerk's Office at the conclusion of the Referee System process.

GENERAL POLICIES RELATING TO PROTESTS

The Lancaster County Board, in its capacity as the Lancaster County Board of Equalization, has hired real estate professionals as Referees to assist the Board in examining all protests. The purpose of a Referee hearing is to allow the protestant to provide information relating to the value of the property as of January 1 of the relevant tax year. A Referee hearing will be set for each property protested, subject to scheduling and policies of the Board. If a hearing is waived, or is not available, consideration of a protest will be limited to the written documentation submitted with the protest filed. Relevant information will also be provided to the Referee by representatives of Lancaster County.

Protestants have the responsibility of presenting relevant evidence as to why the assessed value of the protested property should be adjusted. It is not the responsibility of the Referee to appraise each property, but rather to consider the information presented by the protestant and the County and to make a recommendation to the Board of Equalization. Therefore, it is important that the protestant provide relevant information that supports the requested valuation.

Examples of relevant information may include:

- Physical characteristics of the property.
- Market sales of similar properties in a similar area, or evidence of a recent “arms-length” sale of the protested property.
- An appraisal of the property by a credentialed real estate appraiser, if available.
- Costs of recent construction on the property that affects the value, or costs needed to update or change use, as applicable.
- Income, vacancy and expense data relating to commercial or investment property.
- Data showing different land uses or soil types. (Farmland only)
- Discounted cash flow data for development land.
- Any other evidence or data that reflects the market value of the protested property.

Income, vacancy, and expense data relating to a commercial property protest should include summaries of all relevant, and available, data. Verification of income and expense data will vary based on availability, complexity of the case, and the discretion/requirements of the Referee assigned.

GENERAL COMMENTS

During the protest process, the Referee may request to inspect the property, ***if necessary***, (this may include only an exterior inspection) and will review both the information presented by the owner and Lancaster County. The Referee will make a decision based on this information and other relevant market data, as appropriate. The Referee will complete a Referee’s Report. *PLEASE NOTE: The Lancaster County records will be presumed correct unless the Referee requested inspection(s) are completed.*

The referees are to use their experience to interpret the data provided by the owner and Lancaster County. If necessary, referees may also use additional relevant market data to estimate the market value of the property.

Any protests in which a Referee or any agent, employee, or business associate of Referee is involved on behalf of the protestant and related to the protest under review, either directly or indirectly, in any advisory, professional, or other capacity, shall not be heard by the involved Referee. In such cases, the 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 Nebraska Revised Statute §77-1502.

In addition Referees and the Coordinator are to declare a conflict of interest on all protests for which they have provided real estate services within the last three years that may be perceived to create a conflict of interest and on all protests in which they may have, or may be perceived to have, a personal conflict.

NOTE: With prior approval of the Referee Coordinators the parties may waive any conflict of interest, and any such waivers shall be part of the record.

All appraisals offered as evidence are to be accepted by the referee. The appraisal is to be correlated by the referee and weighted based upon the relevance of the data. Older appraisals may be considered with diminished weight, depending on the market conditions and the experience of the referee.

If a hearing is scheduled, owners or their representatives will be allowed time to present the data or information at the hearing. Generally this will be 8 minutes for residential use properties, 10 minutes for apartments up to four units, and 15 minutes for agricultural use properties. In complex cases the referee has discretion to allow additional time.

The Referee Coordinator will review the completed Referee's Report and the final report will be forwarded to the Board of Equalization. The final value recommendation to the Board of Equalization will be that of the Referee Coordinator.

The Lancaster County Board of Equalization reserves the right to change, reconsider, or approve any of the values recommended by the Referee system. The final value certified by the Board of Equalization will be that of the Board of Equalization.

In the event of any real or perceived threat from a protestant to any public official and/or representative of the Board of Equalization, the protestant will be immediately suspended from the protest process and referred to the Lancaster County Sheriff's Department. At the discretion of the Board of Equalization and/or Referee Coordinator, such protest may be removed from the referee protest process and heard directly by the Board of Equalization or Referee Coordinator.

QUESTIONS / COMMENTS

Please direct questions regarding the 2016 Lancaster County Board of Equalization Policies and Procedures to the Lancaster County Clerk's Office at 555 South 10th Street, Room 108, Lincoln, NE 68508 or by calling (402)441-7481.

(Updated May 2016)

BOE STATISTICS

LANCASTER COUNTY

<u>PROTEST YEAR</u>	<u># OF PROTESTS</u>	<u>REF/COORD EXPENSES</u>
2010	736	\$72,067.00
2011	1087	\$87,892.35
2012	6281	\$268,047.91
2013	2940	\$105,926.66
2014	1119	\$59,860.34
2015	3881	\$169,715.96
2016	781	\$43,382.28

Lancaster County last bid for BOE services in the fall of 1993.

Lancaster County has contracts for both referee coordinator and referee services.

2016 Referee Coordinator rate per contract = \$95/hour; \$85/hour (Assistant Coordinator).

2016 Referee rates per contracts (individuals fill in their hourly rates) = \$50 to \$85/hour.

DOUGLAS COUNTY

<u>PROTEST YEAR</u>	<u># OF PROTESTS</u>	<u>REF/COORD EXPENSES</u>
2010	5456	\$136,714.00
2011	5195	\$145,098.00
2012	4421	\$138,765.00
2013	3659	\$115,008.00
2014	2170	\$106,683.00
2015	3126	\$122,294.00
2016	4887	\$100,963.00

Douglas County does not bid for BOE services.

Douglas County does not use referee coordinator/referee contracts.

2016 Referee Coordinator rate per BOE Resolution = \$85/hour.

2016 Referee rates per BOE Resolution = \$50/hour (residential); \$60/hour (commercial/agricultural) and \$50/parcel for inspections.

Note: The Douglas County BOE may consider referee/referee coordinator rate increases for 2017 as rates have not been raised in over 10 years.

BOE STATISTICS

SARPY COUNTY

<u>PROTEST YEAR</u>	<u># OF PROTESTS</u>	<u>REF/COORD EXPENSES</u>
2010	918	\$18,324.25
2011	683	\$15,630.00
2012	689	\$20,891.25
2013	450	\$7,586.25
2014	470	\$9,981.25
2015	918	\$13,098.75
2016	933	\$17,368.75

Sarpy County does not bid for BOE services.

Sarpy County does not use referee coordinator/referee contracts.

2016 Referee Coordinator rate = N/A (Sarpy County does not use a Referee Coordinator).

2016 Referee rates per the 2014 referee agreement = \$65/hour (residential); \$75/hour (commercial/agricultural).

Note: Sarpy County has not used referee agreements since 2013 (the 2014 agreement was prepared but never adopted). Referee rates are established by comparing those of Lancaster and Douglas counties. Referees are then informed of the hourly rate based on the type of property they are reviewing.

Resolution No: 86
ADOPTED: May 24, 2016

BOARD OF EQUALIZATION
DOUGLAS COUNTY, NEBRASKA

WHEREAS, pursuant to Neb. Rev. Stat. 77-1501 et seq., it is the duty of the Douglas County Board of Equalization (BOE) to value and equalize locally assessed land and improvements; and,

WHEREAS, the BOE must meet to review and decide valuation protests filed on or after June 1, 2016 and no later than June 30, 2016; and

WHEREAS, the BOE has considered the proposed 2016 Board of Equalization Procedures listed as Attachment A.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF EQUALIZATION, DOUGLAS COUNTY, NEBRASKA, the 2016 Board of Equalization Procedures listed as Attachment A is hereby adopted.

DATED this 24th day of May, 2016.

Motion by Boyle, second by Morgan to approve. I move the adoption of the resolution.
Adopted: May 24, 2016
Yeas: Boyle, Cavanaugh, Duda, Kraft, Morgan, Rodgers, Borgeson

Resolution No: 86
ADOPTED: May 24, 2016

(CERTIFIED COPY)



Daniel A. Esch
Douglas County Clerk

**2016 DOUGLAS COUNTY BOARD OF EQUALIZATION (BOE)
POLICIES AND PROCEDURES FOR
PROPERTY VALUATION PROTESTS**

1. The Assistant County Administrator shall serve as the BOE Coordinator.
2. Referees shall be retained by the Douglas County Board of Equalization. Referees shall objectively review assessment protest materials as presented, applying their professional expertise, and shall not serve as an advocate for any party.
3. The Farnam Level of the Civic Center shall serve as the Clerk's working area. The Legislative Chambers and additional space within the Civic Center will be used for referee review of all protests filed and appointments.
4. All valuation protests are to be
 - a. filed online via www.boardofequalization.org, **or**
 - b. filed by mail to the Douglas County Board of Equalization, Room H08, 1819 Farnam St., Omaha, NE 68183, **or**
 - c. hand-delivered to the Board of Equalization office, Farnam Street level, 1819 Farnam St., Omaha, NE 68183.
5. All protests shall be filed on or after June 1, 2016 and no later than June 30, 2016.
 - **Online Protests** shall be accepted as long as they are filed on or after June 1, 2016 and no later than June 28, 2016.
 - **Mailed Protests** or **Hand Delivered Protests** shall be accepted as long as they are postmarked or filed on or after June 1, 2016 and no later than June 30, 2016.
 - County Offices shall not be open outside of the normal operating hours of Monday through Friday from 8:00 am to 4:30 pm for walk in traffic. Hand-delivered filings must be submitted during normal operating hours and shall not be accepted outside of normal operating hours, except on June 30, 2016, when hand-delivered filings will be accepted until 5:00 pm.
6. The Referee shall make an objective decision based on the data and other relevant market data as appropriate. A Referee shall review the data presented by the owner and the Assessor and may, at the Coordinator's discretion, inspect the property. The Referee shall complete a Referee Report and submit it to the Referee Coordinator. The completed Referee Report shall be reviewed by a Referee Coordinator and the final report shall be forwarded to the Board of Equalization. The Referee Coordinator shall review all information, approve or overrule the Referee recommendation and complete a Referee Coordinator Report. The final recommendation to the Douglas County Board of Equalization shall be that of the Referee Coordinator.
7. Each protester shall be afforded the opportunity to meet in person with a Referee to provide information relevant to the protested property value.
8. Each protester may submit evidence at the time the protest is filed and at the time of appointment, should a protester request to meet in person with a referee and wish to present evidence at that appointment. Protesters submitting additional evidence at an appointment must arrive at least 30 minutes before the scheduled appointment to allow for processing of additional documentation. A protester's failure to arrive timely for a scheduled appointment may result in the forfeiture of the appointment. All protest hearings before a referee are scheduled to conclude by July 22, 2016.
9. The full Board of Equalization shall meet to review the written findings and recommendations of the Referees and Referee Coordinators. The Board of Equalization may approve the findings and recommendations, hear additional testimony, or set aside the referees' findings and hear the protest again.

10. Property owners shall be notified by mail of the action taken by the Board of Equalization by August 18, 2016. Notifications will also be available on www.boardofequalization.org, along with other documentation associated with the protests. Any request for hard copies of protest documentation shall be processed through the County Clerk.
11. All Assessor recommendations shall be noted on the Board of Equalization information packet for each protest, prior to the protest being reviewed by a Referee. The property information provided by the Assessor/Register of Deeds office for each protest shall be made available on www.boardofequalization.org.
12. Residential Referee compensation shall be \$50/hour. Commercial and Agricultural Referee compensation shall be \$60/hour. Chris Mustoe, Rick Coder, and John Stevens shall be retained as Referee Coordinators, and each shall be compensated at \$85/hour. Additional Referee Coordinators may be hired if the workload so demands.
13. Those who qualify as Commercial Referees shall include active real property appraisers who are certified general real property appraisers. All such appraisers appointed as Commercial Referees must comply with the requirements of Neb. Rev. Stat. §76-2221(7).
14. Those who qualify as Residential Referees shall include active real property appraisers who are licensed residential real property appraisers, certified general real property appraisers, or certified residential real property appraisers. All such appraisers appointed as Residential Referees must comply with the requirements of Neb. Rev. Stat. §76-2221(7).
15. The BOE Coordinator shall compile and present to the Board for its approval a list of potential Referees and Referee Coordinators who the BOE Coordinator shall be authorized to use during the protest and appeal process. If any individual Commissioner desires to include additional real property assessment professionals, those professionals shall be placed on a separate list for consideration by the Board of Equalization.
16. Regularly scheduled Referee hours shall be Monday through Friday from 8:30 a.m. to 4:30 p.m. Additional hours may be scheduled as needed. Referees shall receive a one-half hour unpaid lunch.
17. Information outlining the 2016 Douglas County Board of Equalization process shall be available on the Board of Equalization web site: <http://www.boardofequalization.org>.

DUTIES AND RESPONSIBILITIES

BOE Coordinator

Recruitment of Referees
Recommend list of Referees for approval by the BOE
Schedule Referees in consultation with the Clerk's Office and the Referee Coordinators
Oversee BOE planning
Troubleshoot during BOE
Be available to answer Commissioners' questions during the BOE hearing
Assist in other areas as needed

Referee Coordinator(s)

Assist in selection of Referees
Assist as requested in training of Referees
Assist commercial & residential Referees when requested
Oversee Referees (performance, time cards, breaks)
Perform duties of Referee (when necessary)
Review all Referee recommendations
Attend all BOE hearings

County Clerk's Office

Hire and train clerks
Design space layout for BOE: oversee set up of furniture, phone lines, computers, modems, printers, lighting requirements and copiers
Design and maintain website on BOE process
Request needed security
Distribute protest forms to libraries
Maintain all official records of the Board of Equalization
Mail Notification of Board Action to owners of all properties protested by August 18, 2016
Prepare requested copies of all Board of Equalization for the public or other governmental offices
Assist in development of all computer systems for protest processing
Scan protests
Notify public, property owners, and attorneys of process
Organize protest by property class and subdivision
Provide coffee for Clerks and Referees (to be obtained from Commissioner's Office)
Greet, direct and assist public in BOE process

Assessor/ Register of Deeds' Office

Mail assessment notices

Prepare assessment protest packets

Attend all BOE meetings concerning the assessment of real and personal property

Board of Equalization

Approve Board of Equalization procedures

Approve Referee Coordinators and Authorized Referees

Convene as the Board of Equalization

Resolution No: 87 ADOPTED: May 24, 2016
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BOARD OF EQUALIZATION DOUGLAS COUNTY, NEBRASKA

WHEREAS, the County Board of Equalization is required by statute to fairly and impartially equalize the values of real property so that it is all assessed uniformly and proportionately; and

WHEREAS, pursuant to Neb. Rev. Stat. §77-1502.01 the County Board of Equalization may appoint suitable persons to act as Referees; and

WHEREAS, this Board desires to retain the services of active, professional real estate appraisers to serve as Referees or Referee Coordinators during the 2016 Board of Equalization process; and,

WHEREAS, qualified, active, professional real estate appraisers who have agreed to serve as Referees should their services be requested are contained in Exhibit A which is attached and incorporated hereunto; and

WHEREAS, Rick Coder, John Stevens, and Chris Mustoe have agreed to serve as Referee Coordinators; and

WHEREAS, should the services of additional, qualified, active, professional real estate appraisers be necessary during the 2016 Board of Equalization process, this Board desires to authorize Catherine Hall to retain said Referee services.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF EQUALIZATION, DOUGLAS COUNTY, NEBRASKA, that the qualified, active, professional real estate appraisers included in Exhibit A are hereby authorized to serve as 2016 Board of Equalization Referees or Referee Coordinators.

BE IT FURTHER RESOLVED that Catherine Hall is hereby authorized to retain the services of additional qualified, active, professional real estate appraisers, if necessary, to serve as 2016 Board of Equalization Referees.

BE IT FURTHER RESOLVED that Rick Coder, John Stevens, and Chris Mustoe are hereby authorized to serve as 2016 Board of Equalization Referee Coordinators.

BE IT FURTHER RESOLVED that the County shall compensate said Referees for the hours they serve the County at the following rates: \$50 per hour for Residential protests, \$60 per hour for Commercial and Lands protests, \$50 per parcel for inspections, and \$85 per hour for Referee Coordinators.

Motion by Boyle, second by Morgan to approve. I move the adoption of the resolution.

Adopted: May 24, 2016

Yeas: Boyle, Cavanaugh, Duda, Kraft, Morgan, Rodgers, Borgeson

(CERTIFIED COPY)



Daniel A. Esch
Douglas County Clerk

Resolution No: 87 ADOPTED: May 24, 2016
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2016 Board of Equalization Referees & Coordinators

Exhibit A

Referees

1. John Cherica
2. Jeanne Giordano-Smith
3. Clifton Hodges
4. Kevin Kroeger
5. Larry Saxton
6. Tammy Massengale
7. James Minikus
8. Gerald Moritz
9. Tom Stevens
10. Thomas Tefft
11. John Templeton
12. George Tesar
13. Robert Wintz
14. Marc Woodle
15. Jad Bundy
16. Kathy Bundy
17. Ray Bundy

Referee Coordinators

18. Rick Coder
19. Chris Mustoe
20. John Stevens

SARPY COUNTY BOARD OF EQUALIZATION
POLICIES and PROCEDURES
PROPERTY VALUATION PROTESTS

On or before June 1st of each year, upon completion of the real property assessment roll, the Sarpy County Assessor notifies property owners in the county of their property valuation as required by Nebraska Revised Statute §77-1315. Any property owner, regardless of receiving a change notice, that feels their assessment notice does not reflect fair market value of their property may file a Property Valuation Protest. Property owners have until June 30 to file protests. These protests are to be heard by the Sarpy County Board of Equalization as required by Nebraska Revised Statute §77-1502. The Sarpy County Board of Equalization plans to use the following procedures to hear the property valuation protests.

The procedures to be used are more fully described in the following information. The procedures are a general outline that is subject to change based upon the number of protests and other unforeseeable factors.

PRELIMINARY PROCESS

Immediately upon completion of the assessment role by the Assessor, the County Clerk must publish in a newspaper of general circulation in the County a certification that assessment role is complete and that notice of valuation changes have been mailed. It must provide the final date for filing valuation protests with the County Board of Equalization.

Beginning June 1st protest form 422's may be picked up, downloaded or mailed and must be received by the County Clerk's office by close of business June 30th (4:45 PM) or postmarked no later than June 30th. The county website (www.Sarpy.com/boe) provides detailed information regarding the hearing process and other needed information. Forms are available on-line, at the City offices and in the County Clerk's office. Every property owner is given an instruction sheet with the protest form along with "Protest Procedures" that include tentative hearing dates. **We ASK that each property owner visit with the Assessor's office before filing a protest** (however every request for a protest form is provided – many are through the mail).

The protest form must be returned to the County Clerk's office and upon receipt we verify that each section is completed correctly including the legal description and location I.D. number/parcel number. We then enter each protest form into our BOE System, scan all documents and each individual is sent a postcard stating their "hearing date and time" and the hearing process is explained to them. This system allows the Clerk, Assessor and County Attorney's offices access to the protest information. Attendance is not mandatory and if they are unable to attend their protest hearing the protest will still be given complete consideration.

PROTEST PROCEDURES

The Board uses Referees for valuation recommendations as set out in Nebraska Revised Statute §77-1502.01. The Referee hearings will begin in mid to late June, depending on the number of protests, and continue until completed. Documentation of the hearings and the Referee's reports will be completed and provided to the Board of Equalization. The recommendations of the referee, along with potential additional information, will be submitted to the Board of Equalization, which will determine and approve the values of all properties on, or before, July 25th or as required by Nebraska Law.

The Sarpy County Board, in their capacity as the Board of Equalization, has designated the County Clerk to hire professional appraisers as Referees to assist them in examining all protests while making sure there is adequate time to allow the Board to meet the previously identified statutory deadlines. A Referee hearing will be set for each property protested. The purpose of a Referee hearing is to allow the protester to provide information relating to the value of the property. Relevant information will also be provided to the Referee by the Sarpy County Assessor's Office.

The County Clerk hires professional, Nebraska licensed appraisers as independent Referees, experienced in property valuation, to conduct the protest hearings. Referees are given a complete orientation before the first day of hearings. Six (6) days of hearings were held last year to hear all of the 2013 450 protests that were filed. This does not include the additional research hours the referees need to complete their recommendations. A total of six (6) referees were utilized last year. The Board spent a total of \$7,586.25 to hold the referee hearings in 2013. Referees are paid \$65 per hour for residential properties and \$75 per hour for agricultural and commercial properties.

The selection and obligations of the Referees are outlined in the following statements:

- Referees are to be experienced real estate appraisers that are properly credentialed to appraise real estate in Nebraska. Preference will be given to appraisers that are familiar with the Sarpy County market.
- All Referees will sign a contract with the Sarpy County Board of Equalization. The terms of the Referee contracts are hereby made part of these procedures, and Referees will serve as independent contractors for Sarpy County.
- Referees are assigned protests based on their experience and knowledge (i.e. residential, agricultural or commercial properties). The Clerk is to have the duty of assigning Referees, and any policies related to Referee assignments.
- The Referees shall communicate with the Assessor's Office as much as possible to ensure corrections are made to County records and to ensure value changes are consistent and equalized with other similar properties.

- The Referees shall coordinate with the Clerk's Office in completing the protests and finalizing reports. The Board of Equalization must act on protests no later than July 25th. The Clerk must notify the protester of the Board of Equalization's final determination within seven (7) days after adjournment.
- The Referees are responsible to the Board of Equalization for any additional valuation duties that the Board of Equalization may require.
- The Referees, in coordinated effort with the Clerk's Office, shall complete written recommendations on the protest forms provided. All of the recommendations shall be completed and submitted to the Clerk as soon as possible after the hearing.
- The Clerk's Office shall be responsible for maintenance, custody, and control of all records relating to the Board of Equalization at the conclusion of the referee system process.
- The Referees shall use and complete the forms approved by the Clerk and Board of Equalization. The completed forms are necessary to form a completed file in the event the protest is appealed to the Tax Equalization and Review Commission.

SCOPE OF APPRAISAL SERVICES TO BE PERFORMED BY THE REFEREES

In an effort to minimize the cost of the appraisal services that are to be performed by the Referees, the services are to be limited in nature. The Referees are to consider the data, information and analysis presented by the Assessor's Office, and they are to consider all evidence submitted by the protester at the hearing. The services requested are based on mass appraisal techniques modified only to estimate the value of an individual property.

In addition, they are to consider relevant market data available to them by the Assessor's office, note the data on the proper forms, and make relevant analysis using the data available. The written analysis will generally be limited to the approved Referee's forms. However, in complicated cases the Referees can include additional analysis, which will be submitted as part of the official record.

The Referee's Report is to be prepared by an individual acting in the capacity of a disinterested third party in the role of a Referee. The services related to referees appointed by the Sarpy County Board of Equalization are exempt from the Nebraska Real Property Appraiser Act. However, as required by the Nebraska Real Property Appraiser Act, each Referee's Report shall include the following disclosure prominently with such report: *The opinion of value may not meet the minimum standards contained in the Uniform Standards of Professional Appraisal Practice and is not governed by the Real Property Appraiser Act.*

Any opinions or recommendations by the Referees should not be used for any purpose or function requiring compliance with any section of either the Uniform Standards of Appraisal Practice or the Nebraska Real Property Appraiser Act. The services rendered by the Referee process are to be utilized only by the Sarpy County Board of Equalization. The reports are public documents and are available for review once filed in the County Clerk's Office at the conclusion of the Referee recommendations.

GENERAL POLICIES RELATING TO PROTESTS

The law presumes that the values set by the Assessor are correct until evidence is presented to the contrary. The burden is on the property owner to show that a different value is appropriate.

Protesters have the responsibility of presenting relevant evidence as to why the assessed value of the protested property should be adjusted. It is not the responsibility of the Referee to appraise each property, but rather to consider the information presented by the protester as well as the Assessor and make a recommendation to the Board of Equalization. Therefore, it is important that the protester provide relevant information that supports the requested valuation.

Examples of relevant information may include:

- Physical characteristics of the property.
- Market sales of similar properties in a similar area, or evidence of a recent "arms length" sale of this property.
- An appraisal of the property by a credentialed real estate appraiser if available.
- Costs of recent construction on the property that affects the value, or costs needed to update or change use, as applicable.
- Income, vacancy and expense data relating to commercial or investment property.
- Data showing different land uses or soil types. (farmland only)
- Discounted cash flow data for development land.
- Any other evidence or data that reflects the market value of your property.

Income, vacancy, and expense data relating to a commercial property protest should include summaries of all relevant, and available, data. Verification of income and expense data will vary based on availability, complexity of the case, and the discretion/requirements of the Referee assigned.

REFEREE RECOMMENDATIONS

Protesters or their representatives will be allowed time to present the data or information at the hearing. Generally this will be 15 minutes for all types of properties. If there are multiple properties, extra time is allotted and in complex cases the referee has discretion to allow additional time.

After the hearing the Referee may have the protester meet with the Assessor's office to request an inspection of the property, *if necessary*, (this may include only an exterior inspection) and the referee will review both the information presented by the owner and

the Assessor's office. The Referee will make a decision based on this information and other relevant market data, as appropriate.

Interior inspections of the protested property may be required when the owner/representative provides data relating to the value change that involves the interior of the property. The Assessor's record will be presumed correct unless the necessary inspection(s) are completed prior to the Referee's recommendation.

The referees are to use their experience to interpret the data provided by the owner and the Assessor's office. If necessary, referees may also use additional relevant market data to estimate the market value of the property. The Referees final report will be forwarded to the Board of Equalization.

Referees are to declare a conflict of interest on:

- all properties they have appraised within the last three years;
- on all protests for which they have provided real estate services within the last three years that may be perceived to create a conflict of interest;
- for all protests in which they may have, or may be perceived to have, a personal conflict.

All appraisals offered as evidence are to be accepted by the referee. The appraisal is to be correlated by the referee and weighted based upon the relevance of the data. Older appraisals may be considered with diminished weight, depending on the market conditions and the experience of the referee.

In some cases the Sarpy County Assessor's Office is provided, or by other means obtains, information or data that relates to a protested property after the date the valuation notices are mailed. In many cases after visiting with the Assessor's office the protester may agree to a "Revised Property Value Recommendation" that will go before the County Board for approval. If a revised assessed value is recommended by the Assessor's office it must be appropriately documented, agreed to and signed by both Assessor and property owner and then approved by the Board of Equalization. If a protest has been filed prior to the "Revised Property Value Recommendation", the protester must request our office "withdraw" their protest and no review of the file will need to be completed by the Referee and, after Board approval, the new revised property value will be used.

FINAL BOARD HEARING

After all referee hearings are completed the Board of Equalization will convene to make the final determinations and receive public comments (not intended to be additional hearings) regarding the property tax protest forms for residential, commercial and/or rural property (with or without improvements). By statute (77-1502) "*a county with a population of more than one hundred thousand inhabitants based upon the most recent federal decennial census may adopt a resolution to extend the deadline for hearing protests from July 25th to August 10th. The resolution must be adopted before July 25th (so no later than July 15th meeting) and it will affect the time for hearing protests for that year only. By*

adopting such resolution, such county WAIVES any right to petition the Tax Equalization and Review Commission for adjustment of a class or subclass of real property under section 77-1504.01 for THAT year". Sarpy County has never done this in the past as it hasn't been necessary. I would recommend discussing this option with the Assessor as well as the County Attorney before deciding to utilize this option.

A detailed "Board Presentation" report is provided to the Board on-line for review prior to final determinations being made. This report is a consolidation of all the information from the referee hearings containing the protester's previous and current valuation, referee's recommended value and percent of change. The Clerk has an alpha/numeric listing of all property protests, if needed. Every original protest will be available in the Boardroom on the day final determinations are made if needed for further review. After public comments are received the Board will consider the recommendations of the referee's and/or Assessor regarding these forms.

The Sarpy County Board of Equalization reserves the right to change, reconsider, or approve any of the values recommended by the Referee. All decisions to make changes should be made at the end of the "public comments". Any motions for changes that might be done must include an EXACT amount of change for LAND and/or IMPROVEMENTS. After public comment, discussion and changes, if any, the Chairman asks for a FINAL Motion (...moves, seconded by...) to accept the Referee's and/or the County Assessor's recommendations on all 2013 Property Valuation Protests (residential, commercial, and rural) as presented to the Sarpy County Board of Equalization. The final value certified will be that of the Board of Equalization.

On or before August 2nd the County Clerk shall mail to the protester written notice of the Board's decision. We send the "final determination" report to the protester. The final value will also be available on the county's website. All required statutory information is provided in the final report provided to the protester.

In the event of any real or perceived threat from a protester to any public official and/or representative of the Board of Equalization, the protester will be immediately suspended from the protest process and referred to the Sarpy County Sheriff's Department.

APPEAL PROCESS

Appeals challenging the real property valuation decisions by the County BOE must be made to the Tax Equalization and Review Commission (TERC) within thirty (30) days after adjournment of the Board of Equalization (July 26th thru August 24th). The required TERC appeal form is available on-line at TERC (<http://www.terc.ne.gov/>) or from the County Clerk's office.

PROPERTY VALUATION PROTEST NUMBERS (per year)

1991	4,788 (*0 valuations requested)	2003 -	358
1992 -	922	2004 -	292
1993 -	429	2005 -	253
1994 -	162	2006 -	375
1995 -	2,788	2007 -	657
1996 -	396	2008 -	991
1997 -	441	2009 -	1,216
1998 -	410	2010 -	918
1999 -	504	2011 -	683
2000 -	713	2012 -	689
2001 -	331	2013 -	450
2002 -	312	2014 -	470

REFEREE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2014, by and between _____ (hereinafter referred to as "Referee") and the County of Sarpy, Nebraska (hereinafter referred to as "County").

WHEREAS, Neb. Rev. Stat. § 77-1502 (2002 Cum. Supp.) requires that the Sarpy County Board of Equalization ("Board of Equalization") shall hold a session of not less than three days for the purpose of reviewing and deciding protests filed pursuant thereto; and

WHEREAS, Neb. Rev. Stat. § 77-1502.01 (Reissue 1996) authorizes the Board of Equalization to appoint one or more suitable persons to act as referees to hear 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 2011 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 County Clerk BOE Coordinator. All services provided by the Referee shall be in strict compliance with the directions of said BOE Coordinator.
3. For the services provided pursuant to the terms of this Agreement, County agrees to reimburse Referee as the rate of \$ 65.00 per hour (Residential) and \$ 75.00 (Agriculture; Commercial).
4. It is specifically understood and agreed that the Referee shall be an independent contractor and shall not be an employee of Sarpy County. The compensation to be paid Referee pursuant to the terms of paragraph 3 shall represent the sole consideration for the services for 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 BOE 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 BOE Coordinator, who, in her discretion, may disallow any or all of the reimbursement claimed in the event that the 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 BOE 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 the 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 there from 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 Sarpy County, Nebraska.

6. The County Board, through the BOE Referee Coordinator, may terminate this Agreement at any time by giving written notice to the Referee and specifying the effective date of such termination.

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 BOE Coordinator, have the protest heard by a disinterested Referee 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 any 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.

EXECUTED BY REFEREE this ____ day of _____, 2014.

By: _____
Referee

EXECUTED BY COUNTY OF SARPY this ____ day of _____, 2014

THE BOARD OF COUNTY COMMISSIONERS
OF SARPY COUNTY, NEBRASKA

By: _____
Chairman

Attest:

County Clerk