

December 6<sup>th</sup>, 2022  
Antelope County Board of Commissioners  
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday, December 6<sup>th</sup>, 2022, at 9:00 AM in the County Commissioner's Meeting Room, Antelope County Courthouse Annex, Neligh, Nebraska. Meeting was called to order by Chairperson Henery with the following board members responding to roll call: Pedersen, Jacob, Smith, Krebs and Henery. Chairperson Henery stated the open meeting laws are posted on the east wall of the Commissioner's Meeting Room with more copies available at the County Clerk's Office.

Notice of the meeting was given in advance thereof by publication in the three (3) county newspapers, legal newspapers printed and in general circulation in Antelope County, Nebraska as shown by proof of publication filed in the County Clerk's office. Agenda for said meeting was sent to all members of the County Board of Commissioners. Meeting was available by Zoom.

Pledge of Allegiance was recited.

**Agenda:** Motion by Commissioner Jacob, seconded by Commissioner Krebs to approve agenda as presented. Voting aye: Pedersen, Jacob, Smith, Krebs, and Henery. Nays none. Motion carried.

**Correspondence was reviewed:** Catastrophic Leave Policy; Midwest Service and Sales Co – NACO luncheon; Berggren Architects NACO luncheon; Email from Wellness Partners Preventive Care Clinic regarding changes for 2023; Pledge Collateral on Treasurer's Funds, and Pledge Collateral for Imprest Account; Foreign owned land information and FSA 153 form; copy of Thunderhead Wind Energy RUA Bond release; email from A&R Construction regarding 2021 Pavement Repairs; First Concord Agreement for employee participation; Union Bank and Trust monthly statement for Antelope Memorial Hospital for October; Elgin building permit for storm shelter; JEO letters regarding one (1) year warranty on the Oakdale South Project; John Deere financing 7 year schedule on 772G Motor Grader; Maximus Antelope County Countywide Cost Allocation.

**Minutes of the November 7<sup>th</sup>, 2022, Board of Commissioner Meeting,** Motion by Commissioner Jacob, seconded by Commissioner Pedersen to approve as presented. Voting aye: Smith, Jacob, Pedersen, Krebs and Henery. Nays none. Motion carried.

**Receipts:** \$612.29 NNTC dividend to Road and Bridge.

**Treasurer's Fund Balance Report** for November was reviewed and put on file.

**Treasurer's Miscellaneous Revenue Report** for November was reviewed and put on file.

**Zoning Permit Report** for November was reviewed and put on file.

**Clerk of the District Court Monthly Fee Report** for November was reviewed and put on file.

**Miles of Smiles:** Sara Twibell, with NCDHD Miles of Smiles project met with the Commissioners for the annual update. She stated the funding helped increase participation, as Antelope County participation has significantly increased and is about 3% higher than their average for schools in the North Central District Health Department. She thanked the commissioners and reports things are heading in the right direction. Currently, there are five (5) schools in Antelope County participating. The North Central District Health Department will plan on applying for additional funding. No action today.

**Zoning Administrator Report:** Ms. Wingate met with the Commissioners today for her regular report. There were no questions regarding the permit report. No response. Commissioner Smith asked about CO<sub>2</sub> pipeline, and if the Planning and Zoning Board Members had discussed or taken action on the pipeline. Ms. Wingate stated the Planning and Zoning Board had not been interested in updating/changing the regulations. Commissioner Smith stated he thought they could maybe be reviewed. Ms. Wingate promised to check with Holt County and gather information, including State and Federal regulations, and share it next week.

**Meeting Stipend:** In recent months, discussion of meeting stipends has been reviewed. During the November 7<sup>th</sup>, 2022, meeting it was requested to add to the agenda to discuss and possibly increase the stipend. The current stipend is \$40.00 a meeting. Motion by Commissioner Krebs, seconded by Commissioner Jacob to increase the stipend to \$50.00 a meeting, starting January 1, 2023. Voting aye: Smith, Krebs, Jacob, Pedersen and Henery. Nays none. Motion carried.

**Bid Opening: Semi-Tractor Bids:** Antelope County advertised for Bids for a new or used Semi-Tractor Bids to be opened at 9:30 today. Two (2) bids were received. Both were for 2024 semi tractors. The first was for a Mack Truck from RDO Truck Center – for a 2024 Day Cab for \$128,253.98 – with delivery to be 3<sup>rd</sup> or 4<sup>th</sup> quarter 2023. The second was for a Western Star 47X Freightliner Truck from Truck Center Companies for \$137,618.00 with a delivery date of 3<sup>rd</sup> or 4<sup>th</sup> quarter 2023. Neither truck was quoted with a wet kit or a pusher. Discussion with bid representatives. Discussion of current fleet and used trucks. The used truck market is null currently. Mr. Boggs will work up a comparison worksheet for next week. No action today. This will be on next week's agenda.

**Brian McDonald met with the Board today**

- in follow up of the conversation regarding the A & R Construction Bid for 2021 Pavement project – Clearwater North and Brunswick East: this project was bid in December of 2021 with a proposed start date of September 2022 and completion date of December 2022. To date the project has not been started. Commissioner Smith, to ensure the construction company honors the bid and does not leave the County without the project complete wanted documentation to ensure the project/work will be completed. Mr. McDonald assured the Commissioners that is what the bond is for. Mr. McDonald, to document the adjusted timeline will complete a 'change order' to reflect the new timeline will be presented for signing next week.
- **Knox County Line Bridge** – Piers are in and pilings are placed. They will continue to work on this as the weather allows.
- **Micro surfacing Painting:** Summerland and Orchard Road were stripped by a subcontractor of the main contractor. The line, however, is not centered on the road. Mr. McDonald and Mr. Boggs are working with the contractor. The reflective paint does not meet standards. They are assuming they will be repainted. Currently, Antelope County has withheld approximately \$39,000.00 for the painting. Mr. McDonald and Mr. Boggs will continue to work with the contractor and subcontractors until a satisfactory result is proven.

**Thunderhead Road Use Bond Release:** Thunderhead Wind Energy/Invenergy requested cancellation of the Thunderhead Road Use Agreement Bond. The Road Use Agreement was released earlier this year, and work is satisfactorily completed at this time. Motion by Commissioner Jacob, seconded by Commissioner Pedersen to release the Road Use Agreement Bond. Voting aye: Smith, Krebs, Jacob, Pedersen and Henery. Nays none. Motion carried.

ANTELOPE COUNTY, NEBRASKA  
BOARD OF COMMISSIONERS  
RESOLUTION #2022-12-002

WHEREAS, in accordance with the County Roads Use Agreement dated May 14, 2019 ("RUA") entered into between Antelope County and Thunderhead Wind Energy LLC ("Developer"), Developer has maintained and restored County roads to the as-found condition or better for the County roads identified on the attached Exhibit A.

WHEREAS, The Developer notified the County that it had completed all Road Maintenance following Final Construction.

WHEREAS, The County roads listed on Exhibit A were reviewed jointly with representatives of Developer and the County and were confirmed to meet or exceed the as-found condition prior to commencement of Road Maintenance.

WHEREAS, The County has resumed maintenance responsibility for the roads listed on Exhibit A.

WHEREAS, Developer has satisfied all terms, conditions and obligations of the RUA to the County's satisfaction.

WHEREFORE, upon approval of this Resolution by the County Board, the County discharges and releases Developer from all obligations and responsibilities under the RUA.

IT IS HEREBY RESOLVED, that Antelope County releases Developer from all Road Maintenance obligations set forth in the RUA.

IT IS FURTHER RESOLVED, that all obligations of the Developer pursuant to the RUA are hereby discharged and terminated as of this date.

IT IS FURTHER RESOLVED, that Developer is hereby released from the Financial Assurance requirements set forth in Section 36 of the RUA and Developer is authorized to cancel, terminate or withdraw any bond, collateral, cash or security posted in compliance with Section 36 of the RUA.

ADOPTED AND APPROVED this 6th day of December, 2022, at Neligh, Antelope County, Nebraska.

Commissioner: Jacob Commissioner: Pedersen  
Moved to adopt said Resolution Seconded the Motion

Roll Call: 9 Yes 0 Nay 0 Abstain  
Resolution adopted, signed and billed as adopted.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

Robert Smith, Dist. #1  
Regina Krebs, Dist. #3  
Charles Henery, Dist. #4 Chairman  
Charles Pedersen, Dist. #5

Attest:  
Lisa Payne  
Lisa Payne, Antelope County Clerk

**First Concord Benefits:** In preparation of the County preparing for insurance premium changes in January 2023, First Concord has sent an agreement for charges of \$8.00 per employee per month. Motion by Commissioner Smith, seconded by Commissioner Jacob to approve agreement as written. Voting aye: Smith, Krebs, Jacob, Pedersen and Henery. Nays none. Motion carried.

first CONCORD  
Benefits Group

HRA ADMINISTRATIVE AGREEMENT  
Deductions: \$2000 / \$2000 to \$ 6000 / \$1200  
BCBS GROUP PLAN EMPLOYEE / FAMILY

ANTELOPE COUNTY  
501 MAIN ST  
NELIGH, NE 68756

This letter will confirm that First Concord Benefits Group (FCBG) will provide Third Party Administrative Services to Antelope County employees insured by the Blue Cross Blue Shield deductible buy-down plan effective January 1, 2023. The administrative fee will equal \$8.00 per insured employee per month.

Services provided by FCBG include the following:

- Process deductible claims provided by Blue Cross Blue Shield
- Determine needed portion of deductible to document
- State payment directly to employee via direct deposit
- Claim is invoiced monthly via Employer Portal for deductible claims and fees
- Keep records of deductible payments for each participant
- Track premium savings incurred annually by use of deductible buy-down plan

Please sign below and return a copy of this agreement to:

MAIL: Don Sawyer, PO Box 67220, Lincoln, NE 68506  
or  
FAX: (402) 423-4549

Agreed to this 06th day of December, 2022 as the duly authorized officer:  
Charles Henery  
Signature  
12-06-2022  
Date

**Fund Balance – Improvement Fund:** In November, it was brought to the Boards attention the Fund balance for the Improvement Fund was on the cusp of overdrawing had all the improvement grant requests been approved. Discussion ensued regarding how to handle requests during non-funded times. Discussion continues today. Annual income is around \$5,000.00+/- . Commissioner Krebs made a motion to draft a resolution to cap the lesser of \$1,750.00 or share of fund balance divided by applications, with a small amount to remain in fund balance, seconded by Commissioner Smith. Discussion regarding the holding of applications until funding is available, and possibly getting in a bind, with multiple applications in a wait status, and never catching up to fund sufficiency. Commissioner Smith seconds motion. Voting aye: Smith, Krebs, Jacob, Pedersen and Henery. Nays none. Motion carried.

**Nebraska Department of Transportation Master Agreement Adoption:** Motion by Commissioner Smith, seconded by Commissioner Pedersen to adopt and approve execution of the Master Agreement with Department of Transportation of the State of Nebraska for County Survey Purposes. Discussion. Voting aye: Smith, Krebs, Jacob, Pedersen and Henery. Nays none. Motion carried.

MASTER AGREEMENT - 5-YEAR DURATION  
COUNTY SURVEYOR - STATE HIGHWAY PROJECTS  
PERPETUATION OF CORNERS OF LAND SURVEYS

ANTELOPE COUNTY  
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION  
COUNTY SURVEYOR - LAND SURVEY CORNER PRESERVATION

THIS MASTER AGREEMENT, made and entered into by and between Antelope County, Nebraska, hereinafter referred to as the "County," and the State of Nebraska, Department of Transportation, hereinafter referred to as the "State," and collectively, the "Parties,"

Recitals

- Government land survey section corners, quarter section corners and other corners of land surveys (hereinafter "Survey Corners") are often located within existing or new State Highway property.
- The markers or monuments buried or set by surveyors to evidence the location of these Survey Corners are sometimes located in the highway surface, in the highway shoulder, or set elsewhere in or on the public road property.
- Sometimes the completion of a project to construct, reconstruct, repair, or maintain the highway (hereinafter "Highway Projects") may impact or require the re-establishment of a Survey Corner monument.
- Nebraska statutes place the obligation on the County to perpetuate "the existing corners of land surveys along the public roads and highways where such corners are liable to destruction, either by public travel or construction or maintenance." (See Neb. Rev. Stat. §§ 23-1907, 23-1906, and 39-1706.)
- The work to be completed under these provisions must meet all requirements of Instruction 86-1, issued by the Nebraska State Surveyor on April 11, 1986 concerning the "Monumentation of Corners," or any other applicable official instructions subsequently issued by the State Surveyor.
- The Parties believe the County Surveyor, whether a County employee or a consultant surveyor, when notified of an upcoming Highway Project, should use the following two-step process to perpetuate Survey Corners that might be impacted: (1) identify the location of the potentially impacted Survey Corner monuments prior to the Highway Project and install or confirm the location of reference monuments and ties for each potentially impacted Survey Corner; (2) after the project is completed, check for each Survey Corner, and re-establish any Survey Corner that was lost, removed or impacted by the Highway Project using the reference monument and ties survey information. ("County Survey Services")
- Prior to the use of this 5-year Master Agreement, the State-County practice was that State would notify the County of an upcoming project. State would then draft a project specific agreement for County review and County Board approval, which happened close in time to the start of the project.
- The Parties are interested in developing a process more efficient for both Parties to obtain the necessary County Survey Services.

2. The Parties wish to enter into this Master Agreement that will be in effect for five (5) years and will be the process used by the Parties any time County Survey Services are needed for a Highway Project.

3. Prior to the use of this 5-year Master Agreement, State paid a maximum not to exceed of \$100 for all new reference monuments and ties set for a reference Survey Corner as well as found and for any Survey Corners actually re-established; the standard State/County agreement did not include making a payment to County in cases where monuments were not affected by construction, rendering establishment of the monument unnecessary.

4. For this Master Agreement, State agrees to pay a lump sum of \$300.00 for all new reference monuments and ties set for a Survey Corner and for any Survey Corners actually re-established after completion of the highway project.

5. State's lump sum payment will be based on a review of costs estimated by surveyors statewide for completing each of the two steps of the County Survey Services.

6. The Parties believe these payments will assist County in meeting its statutory obligation to perpetuate Survey Corners for needed State Highway Projects.

7. For each Highway Project within the County boundaries, State will provide County reasonable advance notice of the upcoming Highway Project, and County needs to promptly complete the work required under this Master Agreement so that State's Highway Project can be started on time.

8. County and State have the authority to enter into this agreement pursuant to Neb. Rev. Stat. § 20-127.

9. County Board has authorized the Chairperson to sign this Agreement, as evidenced on the Resolution of County Board attached hereto as Exhibit "A".

NOW THEREFORE, in consideration of these facts, good and valuable consideration, and the mutual promises of the Parties, the Parties hereby agree as follows:

SECTION 1. PURPOSE OF THE MASTER AGREEMENT AND DEFINITIONS.

1.1. The purpose of this Master Agreement is to establish a State-County standard process for County to fulfill its Statutory duty to perpetuate Survey Corners as described above when necessary for Highway Projects. The work will meet the requirements of Instruction 86-1, issued by the State Surveyor on April 11, 1986, concerning the "Monumentation of Corners," or any other applicable official instructions subsequently issued by the State Surveyor. Prior to the start of a Highway Project for the construction, reconstruction, resurfacing or maintenance of a State Highway, County will confirm the location of certain Survey Corners and confirm the location of existing reference points, or if necessary, set reference points for the Survey Corners. Then, after construction, County will re-establish any Survey Corner monuments (located by the Highway Project).

1.2. Definitions. To "set reference monuments" or to "re-establish" a survey corner both mean the process whereby the surveyor identifies and perpetuates the location of a survey monument for the purpose of re-establishing the monument in the event the monument is disturbed during construction. Re-establishing a survey corner means the process whereby the surveyor re-sets the monument using the reference monuments or tie-outs, when necessitated by disturbance of the monument during a Highway Project.

SECTION 2. DURATION OF THE MASTER AGREEMENT. This Master Agreement will be effective for five years, beginning January 1, 2023, and ending December 31, 2027.

SECTION 3. DUTIES OF THE PARTIES. The Parties agree to use the process set out in this Master Agreement whenever State determines that a Highway Project within or on County's boundaries may impact Survey Corners along an existing or new State Highway.

SECTION 4. DUTIES OF THE STATE. State's obligations will be as follows:

- Promptly notify County when State has sufficient information to know that a Highway Project within County's boundaries may impact Survey Corners.
- Provide County with all needed information about the project including:
  - the location and boundaries of the project;
  - which Survey Corners may potentially be impacted by the Highway Project;
  - the limits of the new right of way acquired for the project in the area of each Survey Corner;
  - the type and nature of the construction work to be completed;
  - the requested timetable for completing the initial survey fieldwork;
  - any other project information requested by County.
- Cooperate with County as needed for County to complete the work.
- Promptly pay County when sufficient information has been provided by County, consistent with the terms of this Master Agreement.

SECTION 5. DUTIES OF THE COUNTY. When County is notified by State of a Highway Project, County agrees to:

- Promptly request the County Surveyor, or the Consultant County Surveyor, to complete the necessary work within the requested or State approved work completion deadline.
- Complete all work under this Master Agreement with or under the direction of a Registered Land Surveyor.
- Request the Surveyor to gather and review all applicable County and/or State governmental and available known data about the potentially impacted Survey Corners.
- Request that the Surveyor, prior to construction:
  - Confirm or identify in the field the location of each Survey Corner Monument.
  - Confirm or identify whether reference monuments or ties have previously been set for each identified Survey Corner; and if there are no existing reference monuments or ties for the Survey Corner, establish or re-locate the Survey Corner monument using properly placed reference points that are not likely to be impacted by the Highway Project.
  - Keep a written record of each Survey Corner for which reference monuments or ties were placed and communicate the number to State, with the applicable survey records, for review and payment.
- Request that the County Surveyor, after construction is completed:
  - Confirm or identify whether the monument for each Survey Corner still exists, if it has been moved or destroyed by the Highway Project.
  - If a Survey Corner has been moved or destroyed by the Highway Project, re-establish the Survey Corner by setting an appropriate monument or marker, and documenting all necessary facts about the re-established Survey Corner.

SECTION 6. AUTHORIZATION. The Chair of the County Board is authorized to sign this Agreement, as evidenced by the Resolution of the County Board, attached as Exhibit "A", and hereby made a part of this agreement.

SECTION 7. FAIR EMPLOYMENT PRACTICES ACT. County agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-101 through § 48-110.

SECTION 8. ENTIRE AGREEMENT. This Master Agreement, including all exhibits and documents incorporated or included herein, constitutes the entire agreement of the Parties. This Master Agreement supersedes all communications, representations, understandings, either oral or written hereto, leading up to this Master Agreement, except for any existing project specific Agreements between the Parties.

IN WITNESS WHEREOF, the parties hereby execute this Master Agreement pursuant to lawful authority.

EXECUTED by the County this 6th day of December, 2022.

WITNESSES: ANTELOPE COUNTY  
County Clerk: Lisa Payne  
County Clerk: Charles Henery  
County Clerk: Charles Henery  
County Clerk: Charles Henery

EXECUTED by the State this 6th day of December, 2022.

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Jed Ghosh  
Local Assistance Division Manager

Said surveying work shall be completed with 30 days of receipt of written notice of the State's Project Manager.

SECTION 9. LUMP SUM PAYMENT. State will promptly pay a lump sum payment of \$300.00 for each Survey Corner for which reference monuments were actually set by County prior to construction, and \$300.00 for each Survey Corner actually re-established by County after the completion of the Highway Project. The State will not reimburse post-construction costs when no actual re-establishment of monuments has occurred, such as in those cases where corners have remained static, or where monuments have been unaffected by construction. All requests for payment shall be made on State's standard form 102/PA entitled "Cost Breakdown Form." County may make separate requests for payment for work completed prior to the Highway Project and for work completed after the project. Or County may make one request for all work completed after Survey Monuments have been re-established. Payment will not be made unless the work has been properly completed, all necessary documentation has been created, and the survey information has been submitted in accordance with Section 107 above. The amounts of the Lump Sum Payments will be based on a review of costs estimated by surveyors statewide for completing each of the two steps of the County Survey Services.

**Nebraska Department of Transportation Master Agreement Adoption Resolution:** Motion by Commissioner Jacob, seconded by Commissioner Smith to approve and authorize Chairman to sign resolution. Voting aye: Smith, Krebs, Jacob, Pedersen and Henery. Nays none. Motion carried.



**NACO – Designee Appointee:** Annual NACO Convention is next week. Election of NACO Officers is during the Friday business meeting. The Commissioners are to designate a representative to cast a ballot for this election in the representation of the County. Motion by Commissioner Pedersen, seconded by Commissioner Krebs to appoint Eli Jacob to represent Antelope County for the 2022 Officer election. Voting aye: Smith, Krebs, Jacob, Pedersen and Henery. Nays none. Motion carried.

**2023 Wellness-Preventative Maintenance Clinic:** Discussion regarding the 2023 Preventative Maintenance Clinic. Wellness Partners has increased the cost of participants to \$150.00 each. The current major medical insurance covers a well exam and screening. Because of the increase in cost the Officials did not think the employees would be interested. Motion by Commissioner Smith, seconded by Commissioner Jacob to not participate in the clinic for 2023. Voting aye: Smith, Krebs, Jacob, Pedersen and Henery. Nays none. Motion carried.

**Improvement Grant – New Moon Theatre:** This is a revisit from the November 7<sup>th</sup>, 2022, meeting. According to the email from Melanie Miller, the theatre will be utilized by various entities for theatres, dinners, weddings etc. Thus, meeting the Antelope County Visitor guidelines. Motion by Commissioner Pedersen, seconded by Commissioner Krebs to approve grant application for New Moon Theatre for \$1,750.00. Voting aye: Smith, Krebs, Jacob, Pedersen and Henery. Nays none. Motion carried.

**Catastrophic Leave Policy:** Commissioners will review policy as written. County Attorney will review. Discussion next week.

**Foreign Owned Ground:** In a recent publication Antelope County was listed as having the most foreign owned acres in the State. Discussion of the where and whys. We believe the report stems from Invenergy filing a form with this information (FSA 153 Form). Discussion if anything needs to be done at this time. Commissioner Smith has given the information to Antelope County Attorney, Joe Abler. It is the County Attorney's responsibility to follow up on this ownership. No action today.

#### Road Superintendent Report:

- **Underground Permit:** Permit submitted by Dan Zwingman to have an electric line under 529<sup>th</sup> Avenue in the NW¼ Section 17, Township 23, Range 5, West of the 6<sup>th</sup> P.M., Antelope County, Nebraska. Electric line for irrigation well. Road Supervisor voiced no issues. Motion by Commissioner Pedersen, seconded by Commissioner Jacob to approve underground permit as submitted. Voting aye: Smith, Jacob, Krebs, Pedersen and Henery. Nays none. Motion carried.
- **Underground Permit:** Permit submitted by Dan Zwingman to have an electric line under 529<sup>th</sup> Avenue in the SW¼ Section 17, Township 23, Range 5, West of the 6<sup>th</sup> P.M., Antelope County, Nebraska. Electric line for irrigation well. Road Supervisor voiced no issues. Motion by Commissioner Pedersen, seconded by Commissioner Jacob to approve underground permit as submitted. Voting aye: Smith, Jacob, Krebs, Pedersen and Henery. Nays none. Motion carried.
- **Underground Permit:** Permit submitted by Two Rivers Irrigation to have an electric line under 517<sup>th</sup> Avenue in the NE¼ Section 30, Township 26, Range 7, West of the 6<sup>th</sup> P.M., Antelope County, Nebraska. Electric line for irrigation well. Road Supervisor voiced no issues. Motion by Commissioner Jacob, seconded by Commissioner Smith to approve underground permit as submitted. Voting aye: Smith, Jacob, Krebs, Pedersen and Henery. Nays none. Motion carried.
- **Underground Permit:** Permit submitted by Two Rivers Irrigation to have an electric line under 853<sup>rd</sup> Road in the NE¼ Section 31, Township 26, Range 7, West of the 6<sup>th</sup> P.M., Antelope County, Nebraska. Electric line for irrigation well. Road Supervisor voiced no issues. Motion by Commissioner Jacob, seconded by Commissioner Smith to approve underground permit as submitted. Voting aye: Smith, Jacob, Krebs, Pedersen and Henery. Nays none. Motion carried.
- **Oversize Permits (2):** Liebherr Construction/Barnhart Crane & Rigging submitted an oversize permit for a crane to help with construction of the bridge on 870<sup>th</sup> Road. Dixon Construction was bid winner of the bridge repair construction. Motion by Commissioner Jacob, seconded by Commissioner Pedersen to approve oversize permit to access wind tower. Voting aye: Smith, Jacob, Krebs, Pedersen and Henery. Nays none. Motion carried.
- **Access Permit:** Permit submitted by Luke Schilousky to have an access off 513<sup>th</sup> Avenue in the SE¼ of Section 21, Township 28, Range 8, (Sherman Township) west of the 6<sup>th</sup> P.M., Antelope County, Nebraska. The Schilousky's is proposing building a home on the property. Mr. Boggs requested approval pending access location to be determined in the spring of 2023. The Schilousky's have not decided where they will build, and access is somewhat limited as the terrain is not flat and open in the area. Motion by Commissioner Jacob, seconded by Commissioner Smith to approve access pending confirmation by Road Superintendent next spring. Voting aye: Smith, Jacob, Krebs, Pedersen and Henery. Nays none. Motion carried.
- **Underground Permit:** Permit submitted by Michael Crabtree to have an electric/water line under 862<sup>nd</sup> Road in the SE¼ Section 11, Township 27, Range 7, to W½SW¼ Section 12, Township 27, Range 7, West of the 6<sup>th</sup> P.M., Antelope County, Nebraska. Electric and water lines for irrigation wells. Road Supervisor voiced no issues. Motion by Commissioner Pedersen, seconded by Commissioner Smith to approve underground permit as submitted. Voting aye: Smith, Jacob, Krebs, Pedersen and Henery. Nays none. Motion carried.
- **Access Permit:** Motion by Commissioner Jacob, seconded by Commissioner Krebs to approve the application for an access permit submitted by Kevin Hild for access to property along 525<sup>th</sup> Avenue in the SE¼NE¼ Section 21, Township 25, Range 6, West of the 6<sup>th</sup> P.M. Antelope County, Nebraska. The Heithoff's are proposing a home on the location. Road Superintendent voices no issues. Voting aye: Smith, Jacob, Pedersen, Krebs, and Henery absent. Nays none. Motion carried.
- **No further report.**

**Motor Vehicle Fees:** Deb Branstiter, Antelope County Treasurer met with the Commissioners regarding mailing fees of registrations and license plates. Statute gives a guideline for these fees, however, Deb wanted to make sure the fees were fair and acceptable by the Commissioners. Motion by Commissioner Pedersen, seconded by Commissioner Jacob to set the mailing fees for registrations at \$1.00 and license plates at \$3.50 a piece or \$7.00 for a set. This is under the allowable amounts allowed by Statute. Voting aye: Pedersen, Jacob, Smith, Krebs, and Henery. Nays none. Motion passed.

**Grounds Maintenance:** With the resignation of Eddie Schindler from grounds maintenance, and after advertising one application was received. By volunteer of the Commissioners, Commissioners Jacob and Pedersen will meet this week for interview. No other action.

No other issues to discuss.

**Adjourn:** Motion was made by Commissioner Jacob seconded by Commissioner Pedersen to **adjourn**. Voting aye: Pedersen, Jacob, Smith, Krebs, and Henery. Nays none. Motion passed.

Meeting adjourned at 11:18 AM.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Chairperson of the Board, Charlie Henery

Attest: \_\_\_\_\_  
County Clerk, Lisa Payne