December 12, 2017
Antelope County Board of Commissioners
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday, December 12, 2017 at 8:00 AM in the County Commissioner’s Room, Antelope County Courthouse Annex, Neligh, Nebraska. Meeting was called to order by Chairman Kerkman, with the following board members responding to roll call: Schindler, Henery, Schwager, and Kerkman. Jacob absent. Chairman Kerkman stated that the open meeting laws are posted on the east wall of the Supervisors’ room with more copies available at the County Clerk’s Office.

Notice of the meeting was given in advance thereof by publication in the four 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.

Pledge of Allegiance was recited.

Review of Vendor and Payroll Claims.

Correspondence was reviewed: Barb Finn retirement party announcement; Fry Dairy Ltd Concentrated Animal Feeding Operation DEQ letter; email regarding the CBMP Bridge Project list; County Board members Conference Agenda; Self-Funded versus Fully Insured Health Plans; email regarding TERC cases pending; Report of the NSBA Indigent Defense Compensation Committee; Season Greetings from Matteo Sand and Gravel and Sapp Bros., Inc.; Recall on seatbelts 2008 GMC Sierra (Road Boss Informed); Countryman Associates PC regarding Convention Hospitality Suite; NIRMA the Interchange, November/December 2017.

Jack Allemang: Jack met with the commissioners to discuss an incident involving trees in the ditch/roadway and discussion had with Eli Jacob. The corner of 858 Road and 510th Avenue. He also discussed 859 Road and 516th Avenue. He expressed concern of the way this was presented. He indicates a conflict of interest between Eli’s two (2) positions Commissioner or Road Employee. The incident described indicated Eli had ‘hired’ tree removal of Mr. Allemang’s tree in the roadways. Jack had removed trees from the SW4, and is willing to remove the rest of the trees needed to make the visibility needed. However, he felt the employee/commissioner was more forceful and abrupt than he needed. He is willing to do what the county needs done. The stop sign in the road is largely ignored, however, the visibility is necessary, and Mr. Allemang agreed to clean up the visibility. It was agreed, Casey Ditrinch (Road Boss) will work with the land owner to have proper removal. Casey was not aware of the situation, and Mr. Allemang again requested the distinction between Eli working as a commissioner or a road employee. The commissioners agreed Casey should have been informed of and guided this situation.

Philip Jensen, representative from Great Plains Communication met with the Commissioners regarding changing of the phone carrier in follow-up of discussion from October meetings. The Commissioner requested he wait until January to move forward. Item was tabled. Discussion will continue in January 2018.

Motion by Commissioner Schwager to meet as a Board of Equalization at 9:29 AM. Motion seconded by Commissioner Schindler. Voting aye: Schwager, Schindler, Henery and Kerkman. Nays none. Motion carried. Met as a Board of Equalization for approximately five minutes.

Motion by Commissioner Schwager, seconded by Commissioner Schindler to go out of Board of Equalization and back to regular session, at 9:33 AM. Voting aye: Schwager, Schindler, Henery and Kerkman. Nays none. Jacob absent. Motion carried.

Official Wage: Per discussion and motion to draft a resolution to set the Officials Wages for 2019, 2020, 2021, and 2022, from the December 5, 2017 the resolution below was approved with a motion from Commissioner Henery, seconded by Commissioner Schwager. No opposition voiced. Voting aye: Henery, Schwager, Schindler and Kerkman. Nays none. Motion carried. Jacob absent.

WHEREAS, Pursuant to Section 23-1114 of the Revised Statutes of the State of Nebraska, the Board of County Commissioners are required to determine and set the salaries of the various Elected Officials of the County prior to January 15th of the year in which a General Election will be held for the respective offices;

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Antelope County, Nebraska, that the salary for the offices of County Assessor, County Clerk, County Clerk of District Court, and County Treasurer shall increase 1.5% more than the 2018 salary ($53,953.20) to fifty-four thousand, seven hundred sixty-two dollars and 50/100 ($54,762.50); and increase an additional 1.5% for the remaining three (3) years: Y2020: $55,983.94; Y2021: $56,417.70; Y2022: $57,263.97. The salary for the office of County Sheriff shall increase 1.5% from the 2018 salary ($57,457.03) to fifty-eight thousand three hundred eighteen dollars and 89/100 ($58,318.89); and increase an additional 1.5% for the remaining three (3) years: Y2020: $59,193.67; Y2021: $60,081.58; Y2022: $60,982.80. The office of County Attorney shall increase 1.5% over the 2018 salary ($54,889.75) to fifty-five thousand seven hundred thirteen and 10/100 ($55,713.10); and increase an additional 1.5% for the remaining three years: Y2020: $56,548.40; Y2021: $57,397.03; Y2022: $58,257.99. The office of County Commissioner shall remain at fifteen thousand seven hundred forty-eight and 10/100 ($15,748.10) annually.

Further, these salaries shall be adjusted on the first day of January in the year of 2020, 2021, and 2022 at a rate of 1.5% each year.

Further, for preparing the fiscal budget, the County Clerk shall be allowed an additional thirteen hundred dollars and 00/100 ($1,300.00) to be added to the annual salary.

Further, the Board of County Commissioners sets the salaries of the elected official’s deputies at no less than 65% and no more than 72% of the County Officials wage, to be awarded at the individual official’s discretion.

Resolution approved, passed and adopted this 12th day of December, 2017.

_/s/ LeRoy Kerkman
Chairman

_/s/ Jerald Schwager
no signature – absent

_/s/ Eli Jacob

_/s/ Edmund Schindler

_/s/ Charles F. Henery

Edmund Schindler

Charles F. Henery

ATTES: _/s/ Lisa Payne _______________
County Clerk

Official Newspaper(s) for 2018: During the Commissioner meeting on December 5, 2017 a discussion was held regarding the Official County Newspaper for 2018. Various options such as appointing two (2) for six (6) months and then switching to the other two (2); trying a quarterly schedule and having one paper for three (3) months, then switching. After some discussion the commissioners tabled the item to be revisited today. Joan Wright with the Neligh News and Leader met with the commissioner with information that the four (4) local papers: Neligh News and Leader, The Elgin Review, Orchard News and Clearwater Record/Ewing News had agreed to charge the county at a quarter of the county rate of their current charges. She stated the entities had agreed to this in 2003 and she believed they had all adhered to same. She gave a little more history regarding the agreement and how it works. Dennis Morgan with the Elgin Review reiterated the same and stated they still honored same contract. With the above agreement in place
the Commissioners agreed to the keep the four (4) newspapers as the official newspaper. Motion by Commissioner Schwager, seconded by Commissioner Schindler and Kerkman. Nays none. Jacob absent. Motion carried. Jacob absent.

Township Claims: Motion by Commissioner Schwager, seconded by Commissioner Schindler to approve payment of Township Claims to Gravel & Emme Gravel.

Access Permits: Motion by Commissioner Schindler, seconded by Commissioner Henery to approve the application for access permit submitted by Inverney to place a permanent access along 526th Road for approximately 1625 feet along the south half of NE¼ Section 31, Township 26, Range 5 West of the 6th P.M., Antelope County, Nebraska. Richard Schrader – owner, access to be used for access to wind turbine site, all work to be done according to State and County specifications. Casey has inquired access, no changes noted. Marlin Conry to oversee the work. Those voting aye: Schwager, Schindler, Henery and Kerkman. Jacob absent. Nays none. Motion carried.

Underground Permit: Motion by Commissioner Schindler, seconded by Commissioner Henery to approve the application for underground permit submitted by Tedd Adams to place a permanent water line along 526th Avenue and 850th Road in the NW¼ Section 13, Township 25, Range 6 West of the 6th P.M., Antelope County, Nebraska. Tedd Adams – owner, Boyd’s Electric to place the line. Electric line to be used for fiber optic cable, all work to be done according to State and County specifications. Boring under all structures and below 48” minimum. Boyd’s Electric to do the work. Those voting aye: Schwager, Schindler, Henery and Kerkman. Jacob absent. Nays none. Motion carried.

Underground Permit: Motion by Commissioner Schindler, seconded by Commissioner Henery to approve the application for underground permit submitted by Black Hills Energy to place a permanent gas line under 837th Road in the NW¼ Section of Township 24, Township 23, Range 7 West of the 6th P.M., Antelope County, Nebraska. Hofer Land and Cattle Co. Inc. – owner. Gas line to supply natural gas to work space, all work to be done according to State and County specifications. Boring under all structures and below 48” minimum. Black Hills Energy will do the work. Those voting aye: Schwager, Schindler, Henery and Kerkman. Jacob absent. Nays none. Motion carried.

Township Claims: Motion by Commissioner Henery, seconded by Commissioner Schindler to approve payment of Township Claims to Gravel & Emme Gravel.

Emme Gravel:

Logan Township $ 193.33
Mittels Sand and Gravel
Verdigrs Township $ 21.06
Sherman Township $ 852.11

Hinrichsen Sand and Gravel
Blaine Township $ 2,192.73
Clearwater Township $ 84.58

Pollock Redi-Mix
Blaine Township $ 704.16
Clearwater Township $2345.80

IT Contract: Approved during December 5th meeting:

This contract was not in the office today, and did not report. She had reported last meeting she would not be available.

Road Boss Report: Completion of the Bridge Matching Program Bridge List – the preliminary list was presented during correspondence. We have two (2) of our own, plus the one on the Holt County line, that we are going to remove. Everything has been submitted, they will make a decision on January 12th, 2018. There will be a update in the future. They will wait until everything is reviewed. Today, Casey requested to set a date for the One and Six Year Plan Public Hearing. Conversation was started at December 5th meeting. We do not have much funding left, because of the projects already completed, including Clearwater North Bridge re-decking, Koinzan Bridge and the Tilden West Project. By the time this is completed and paid for we will have maximized the budget. The one-year plan will probably be small. Bridge surprises will be a constant considering the age of current bridges. We can change and move last years One-Year Plan looks pretty complete. Motion by Commissioner Schindler, seconded by Commissioner Henery to set the public hearing for January 9th, 2017 to be announced after confirmation with Brian McDonald, Highway Superintendent. Budget looks great, we are currently at 49%. We did a lot of oil repairs after the first of the fiscal year. We are at 49%. Casey thanks they are controlling expenses really well. Much works was completed over the last year, and we will continue as budget and cash flow allows. Brian is still working on the insurance settlement on the Royal North Bridge project.

P.M., Antelope County, Nebraska.

Museum. One of the roof top units has gone out, the unit is 2 cells, 60 towers (base middle and tower), 57 blade sets (3 blades per set). There should be 21 more towers and 24 more blade sets to be delivered. They should be here before Christmas, weather cooperating. Another thing Josh has informed the Sheriff that they would like to make a $10,000.00 donation to the tower project. That check should be forthcoming. He will order the check, payable to the County Treasurer. Commissioner Henery reminded that money should go back into Inheritance Fund, since the invoice was paid out of it.

Boyd Pedersen, Antelope County Historical Society met with the Commissioners regarding a roof top air conditioning/heat unit at the Historical Museum. One of the roof top units has gone out, the unit is 20 years old. He has spoken with repair man and the estimate for repairing was $3,552.00. He has gotten a couple of bids, Marlin Conry to oversee, $2345.80; and Hughes Construction Inc. bid for $7,569.00. Boyd was open to suggestions and wanted to hear the commissioners’ opinions. Motion by Commissioner Schwager, seconded by Commissioner Schindler to accept Hughes Construction bid of $7,569.00. Voting aye: Schwager, Schindler, Henery and Kerkman. Nays none. Jacob absent. Motion passed.

Liz Doerr, Zoning Administrator was not in the office today, and did not report. She had reported last meeting she would not be available.

E. Independent Contractors. ACT is an independent contractor and nothing herein contained shall be construed to obligate or bind the other party in any manner whatsoever.

P.A.W.S.

WHEREAS, ACT is a Nebraska limited liability company authorized to transact business in the State of Nebraska and desires to have a credit with ACT or to receive a refund from ACT, the services hereinafter described upon the terms and under the conditions as set forth in this Service Agreement (the “Agreement”).

This SERVICE AGREEMENT made and entered into this 1st day of January, 2018 by and between Applied Connective Technologies, L.L.C., a Nebraska limited liability company, hereinafter referred to as to an ACT, and Antelope County histoeinformer hereafter referred to as Client.

1. Description of Services. Beginning on January 1st, 2018, ACT will provide One Hundred Ten (100) service hours (“Service Hours”) to the Client at a rate of $105.00 per hour. Services that ACT may provide to the Client include, but are not limited to, the services of the Client’s telephony system, computer system, equipment maintenance, software, and connected equipment (i.e., printers, fax machines) (the “Services”). ACT shall keep records of the number of hours ACT renders Services to the Client and shall deduct said time from the remaining Service Hours. Travel time will be billed at one-half (1/2) of the hourly rate. A minimum of Service Hours used by the Client and remaining Service Hours shall be provided to the Client upon request.

2. Term. The term of this Agreement shall be for a period of twelve months (“Term”) beginning on January 1st, 2018 and ending on December 31st, 2018. This Agreement shall automatically renew for successive terms of the same duration unless either party submits written notice of their intention to terminate this Agreement.

3. Payment. The Client shall pay to ACT $100.00 (One Hundred Dollars) per hour for the Services to be performed by ACT. The Client shall pay for Services monthly in advance with remittance notices sent to the Client at the expiration of this Agreement. The Client shall notify ACT in writing of its intention to terminate this Agreement. The Client shall not make any changes to the services provided during the term of this Agreement.

4. Indemnification. The Client shall indemnify and hold harmless ACT from and against any and all claims, demands, suits, costs, and expenses incurred by ACT in connection with the performance of this Agreement.

5. Expenses. The Client agrees to pay all expenses incurred by ACT in the performance of this Agreement, including, without limitation, all expenses related to the performance of this Agreement.

6. Independent Contractors. ACT is an independent contractor and nothing herein contained shall be construed to obligate or bind the other party in any manner whatsoever.

7. Amendments. This Agreement and any future amendments thereto shall be binding upon the parties only upon execution thereof in writing.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, understandings, and agreements between the parties with respect to the subject matter hereof.

10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 1st day of January, 2018. 

[Signature]

[Signature]
Services rendered by ACT. ACT and Client each acknowledge and agree that any breach of this section would cause the other party material damage. "Confidential Information" means the terms and conditions contained in this Agreement, including the consideration in dollars, documents and materials not generally available to the public which have been provided by one party to the other in connection with the transactions contemplated hereby or which otherwise relate to, any of the Services, with respect to the business of the other party and which such party acknowledges and agree that any breach of this paragraph shall include all genders.

3. Term and Termination. This Agreement shall be effective for a period of twelve (12) months. This Agreement shall not automatically renew for successive terms of the same duration. The parties may renew this Agreement for a term not to exceed one year unless one party submits in writing within the contract period a letter of termination.

4. Relation of Parties. It is understood by the parties that ACT is an independent contractor with respect to The Client, and not an employee of The Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of ACT.

5. Employment. ACT employees, if any, who perform Services for The Client under this Agreement shall also be bound by the provisions of this Agreement.

6. Indemnification. The Client agrees to indemnify and hold ACT harmless from all claims, losses, expenses, fees in connection with the transactions contemplated hereby or which otherwise relate to, any of the Services, with respect to the business of the other party and which such party acknowledges and agree that any breach of this paragraph shall include all genders.

7. Indemnification After Termination. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as shown above. Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

8. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written.

9. Amendment. This Agreement may be amended or modified if the amendment is made in writing and is signed by both parties.
Jerry's Feed, salt, fine rock 69.00; Lichtenberg Tire, service call, Bridgestone tires, tire mount/dismount, O-ring, miscellaneous shop supplies, Nebraska tire fee, labor, flat repair 4834.34; NMC Exchange, blades, element 194.85; Pollock Redi Mix, road gravel 242.66; Powerplan, wiper blade, freight/shipping, install new wiper blades, replace gas shock in seat suspension, seat suspension, labor 790.87; Road Builders, remove and resell wing cylinder 906.00; Sapp Bros, fuel 2337.07.

Register of Deeds: MIPS(153,301),(160,305), data processing 302.40.

Inheritance Fund: Antelope County Treasurer, transfer from Inheritance Fund to Road & Bridge 360,000.00.

Law Enforcement Fund: Bob Barker Co, 150.37; Cash-Wa Dist, ex 2482.42; Neligh City, duplicator 650.28; Custom Tech, eCigs 507.40; Dean's Market, cake mix, apple juice 308.04; Dollar General, burn relief spray, over the counter medications 17.25; Elgin Appliance, washer and dryer 3319.00; Faith Regional, lab work for inmate 134.00; Farmer Co, 53.20; Jonny Dodge, 2018 Dodge Pickup 10,000.00; Keefe Supply, coffee 108.00; Thriftway Market, onions, orange marmalade, pumpkin, carrots, cranberries, lemons, milk, eggs, Kool-Aid, flour, yeast, powdered sugar, corn starch, butter, iodized salt, margarine spread 3044.30; Wanek Pharmacy, over the counter meds for inmates, prescriptions for inmates 401.59; 319 Graphics, sweatshirts 207.00.

Building Fund: Radec Construction, door security hinges, shipping fee 180.37.

General: Total Payroll, 88,948.95; AFLAC, insurance 856.71; Ameritas, retirement 13,693.18; BC/BS, insurance 57,073.74; Colonial Life, insurance 58.25; Federal Withholding, 10,734.35; 1st Concord Benefits, insurance 893.33; Garnishment, 544.00; Madison National Life, insurance 423.31; Nebraska Department of Revenue, state tax 3523.62; NACO Vision, insurance 437.15; Social Security, 18,045.16; Washington National, insurance 307.65.

Road & Bridge: Total Payroll, 49,434.56; AFLAC, insurance 388.31; Ameritas, retirement 332.98; Federal Withholding, 4649.63; 1st Concord Benefits, insurance 312.50; Madison National Life, insurance 247.44; Nebraska Department of Revenue, state tax 1661.74; NACO Vision, insurance 199.80; Social Security, 9814.08; Washington National, insurance 133.40.

Ed Schindler /s/ 12-12-2017
Jerald Schwager /s/ 12-12-2017
Charles Henery /s/ 12-12-2017

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


Dean Smith again brought up the fact there is a very gray line on the Chain of Command with the Commissioners in dual positions.

There being no further activity or items on the agenda. Motion was made by Commissioner Henery, seconded by Commissioner Schindler to adjourn. Voting aye: Schindler, Henery, Schwager, and Kerkman. Nays none. Jacob absent. Motion passed.

Meeting adjourned at 10:35AM.