

March 4, 2014
Antelope County Board
Neligh, Nebraska

The Antelope County Board of Supervisor's convened in regular session on Tuesday, March 4, 2014 at 9:00 AM in the County Supervisor's room, Antelope County Courthouse annex, Neligh, Nebraska. Meeting called to order by Chairman Schwager with the following board members responding to roll call: Bolling, Brandt, Kerkman, Baker, Williby, and Schwager. Henery absent. Chairman Schwager stated that the open meeting laws are posted on the east wall of the Supervisor's 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 Supervisor's.

The following correspondence was reviewed and placed on file: miscellaneous receipt from McHugh Metal for scrap iron sold from the Oakdale barn in the amount of \$208.50; miscellaneous receipt from Nebraska Association of County Officials in the amount of \$200.00 for a refund of convention registration costs; Antelope County Historical Society winter 2014 Newsletter; field engineering report from JEO Consulting for the Neligh Mill Bridge Pedestrian railing dated 02-24-2014; letter from the Nebraska Commission on Law Enforcement and Criminal Justice stating that "the majority of Antelope County deputies did not report continuing education for 2013"; letter from the City of Neligh requesting that the county select ACE as their natural gas provider; letter from the State of Nebraska Department of Roads regarding the Federal Fund Purchase Program - the county will receive \$122,100.55 in STP Funds and \$61,705.00 in Bridge Funds; letter from North Central District Health Department regarding by-law changes stating "a member who has been inactive for a period of 1 year can be placed on the inactive list or removed from the board upon the act of a majority of the Members present at which a quorum is present" - this is in regards to Jack Green; NIMA's Safety Shots dated March 1, 2014, Volume 2, Number 3; Tornado Spotter Training at the Neligh Fire Hall on Wednesday, March 5, 2014 at 7:00 PM; Northeast Region Threat and Hazard Identification and Risk Analysis Workshop on March 14, 2014 at 1:00 PM at the Wayne Fire Hall, Wayne, Nebraska; and agenda and registration for the March 21, 2014 Northeast Nebraska Association of County Officials Spring Workshop to be held at the Lifelong Learning Center in Norfolk beginning at 9:00 AM.

Architect Jerry Berggren informed the county board that he had looked at some of the shingles on the old courthouse roof and noticed some hail damage. He did not go out onto the roof due to the snow coverage but he would come back and check the roof in the spring and give the board a better idea of what needs to be done with the shingles. He also stated that he looked at the structural issue with the roof and felt that by taking the chimneys down it was allowing the roof to move. The chimneys were evidently acting as a support to hold the roof in place and by removing them that structural support was removed as well. Mr. Berggren has contacted a contractor and he felt that it would take very little material but a substantial amount of labor to correct the problem. He would report back to the board regarding this issue when he comes back to look at the shingles. No action taken.

Motion by Williby, seconded by Kerkman to approve the application for permit submitted by Chris Rasmussen to place a permanent electric line beneath 530 Avenue crossing at the NW1/4NW1/4 of Section 28, Township 28 North, Range 5 West of the 6th P.M., Antelope County, Nebraska, Duane Rasmussen, owner, said line to be used for electric well; all work to be done according to State specs. Those voting aye: Bolling, Brandt, Kerkman, Baker, Williby, and Schwager. Henery absent. Nays none. Motion carried.

Motion by Bolling, seconded by Baker to approve the two applications for permit submitted by Dennis McDonald to place a permanent electric line beneath 527 Avenue crossing at the NW1/4 of Section 12, and crossing at the SW1/4 of Section 12, Township 26 North, Range 6 West of the 6th P.M., Antelope County, Nebraska, Dennis McDonald, owner, said lines to be used for electric line to run well and pivot; all work to be done according to State specs. Those voting aye: Brandt, Kerkman, Baker, Williby, Bolling and Schwager. Henery absent. Nays none. Motion carried.

Motion by Kerkman, seconded by Baker to approve the application for permit submitted by Prairie Breeze Wind Energy to place a permanent electric line beneath 520 Avenue crossing at the NE1/4 of Section 10, to the NW1/4 of Section 11, Township 23 North, Range 7 West of the 6th P.M., Antelope County, Nebraska, Prairie Breeze Wind Energy, LLC - owner, said line to be used for communication cable to connect from turbine to O&M building for the Prairie Breeze Wind Energy Project; all work to be done according to State specs. Those voting aye: Kerkman, Baker, Williby, Bolling, Brandt and Schwager. Henery absent. Nays none. Motion carried.

Motion by Bolling, seconded by Williby authorizing Chairman Schwager to sign Resolution 2014-03-0001 relinquishing all easement rights under the contract between the County Board and Albert and Dora Lorenzen, dated June 19, 1951 and the sole control, access and use of said land revert back to and upon the current owners of record; said tracts being a part of the N1/2NW1/4 of Section 22, Township 26, Range 8 West of the 6th P.M., Antelope County, Nebraska. Those voting aye: Baker, Williby, Bolling, Brandt, Kerkman and Schwager. Nays none. Henery absent. Motion carried.

RESOLUTION NO. 2014-03-0001

ANELOPE COUNTY, NEBRASKA, BOARD OF SUPERVISORS

WHEREAS, Board of Supervisors of Antelope County, Nebraska, (the "Board") during their regular meeting on this 4th day of March, 2014 did approve a motion made by Bolling and seconded by Williby and affirmed and passed by roll call vote, to allow the "easement" upon property described as Tract 1 and Tract 2 in a contract between Antelope County, Nebraska and Albert Lorenzen, and Dora Lorenzen, dated June 19th, 1951 to be abandoned by Antelope County and the sole control, access and use of said described property return to the current owner(s) of record, Steven R. and Kathleen A. Ahlers. Tract 1 and Tract 2 are more specifically described as follows:

Tract 1: Beginning at a point 33 feet East and 33 feet South of the Northwest corner of Section 22, thence South 700 feet, hence East 30 feet, thence North 700 feet, thence West 30 feet to the point of beginning.

Tract 2: Beginning at a point 733 feet South and 33 feet East of the Northwest corner of Section 22, thence running Southeasterly along a natural drain way a distance of 210 feet thence east 30 feet thence in a Northwesterly direction 210 feet thence west 30 feet to the place of beginning;

Both of the above tracts being a part of the North Half of the Northwest Quarter of Section 22, Township 26, Range 8 West of the 6th P.M., Antelope County, Nebraska.

NOW THEREFORE, BE IT RESOLVED by the Board that Antelope County, Nebraska, hereby relinquishes all "easement" rights under the contract between the Board, and Albert and Dora Lorenzen, dated June 19, 1951 and the sole control, access and use of said land revert back to and upon the current owners of record, Steven R. and Kathleen A. Ahlers, their heirs and assigns forever.

Attest:
Carolyn Pedersen /s/
Antelope County Clerk

SEAL

Jerald Schwager /s/
Board/Chairperson

Motion by Williby, seconded by Brandt to accept the Option 2 Catastrophic Inmate Medical Insurance quote received from Hunt Insurance Group for off-site inpatient hospital services and outpatient surgical and attending physician services for inmates in the amount of \$2700.00/yearly. Those voting aye: Williby, Bolling, Brandt, Kerkman, Baker and Schwager. Nays none. Henery absent. Motion carried.

Motion by Williby, seconded by Baker authorizing Chairman Schwager to sign the amendment for the long term disability insurance offered through National Insurance Services increasing the base pay plus overtime pay up to 45 hours per week for employees; if the employee elects to take the insurance they are solely responsible for the premiums. Those voting aye: Bolling, Brandt, Kerkman, Baker, Williby and Schwager. Nays none. Henery absent. Motion carried.

Two requests were received for funding from the Promotional Fund and one request was received for funding from the Improvement Fund, they are as follows: Bargain Buyway for advertising of their event “for treasurer hunting, bargain finding and sightseeing” along 360 miles covering eight NE Nebraska counties and 32 towns event to be held April 25, 26 and 27, 2014; Orchard Historical Society for advertising of their luncheons they put on to raise money for repairs to the Rex Theater which is used for local events; and from the Improvement Fund the Elgin Chamber of Commerce for a digital Community sign to advertise local non-profit events. Motion by Kerkman, seconded by Bolling to accept the Antelope County Visitors Committee recommendation and grant approval of the request for \$300.00 each for advertising received from Bargain Buyway and the Orchard Historical Society and approve the request from the Improvement Fund in the amount of \$1500.00 received from the Elgin Chamber of Commerce for the digital community sign. Those voting aye: Brandt, Kerkman, Baker, Williby, Bolling and Schwager. Nays none. Henery absent. Motion carried.

Motion by Kerkman, seconded by Williby authorizing Chairman Schwager to sign the letter to Nebraska Emergency Management Agency stating that Antelope County will be responsible for \$4378.78 of the total \$16,913.00 for the update of the Knox/Antelope/Holt Counties (Tri-County) Hazard Mitigation Plan and to sign the Multi-Jurisdictional Hazard Mitigation Plan agreement. Those voting aye: Kerkman, Baker, Williby, Bolling, Brandt and Schwager. Nays none. Henery absent. Motion carried.

INTERLOCAL GOVERNMENT AGREEMENT MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

This Interlocal Agreement (“Agreement”) is hereby made and entered into this 4th day of March, 2014 by Knox County, Holt County and Antelope County (“Partners”), with respect to the following:

1. Knox County, Holt County and Antelope County are public agencies within the meaning of the Act, and
2. Knox County, Holt County and Antelope County desire to enter into an agreement for the purpose of combining funding resources for, and appointing a common representative to direct, the preparation of the update to the existing and approved Hazard Mitigation Plan (“Plan Update”)

WHEREAS, all Partners are authorized by the statutes of the State of Nebraska to enter into cooperative agreements for their mutual benefit and to provide services in a manner that will accord best with the geographic, economic and other factors influencing the needs and development of said Partners; and

WHEREAS, all Partners recognize hazards are possible in their jurisdictions and have an interest in mitigating the effects of such hazards through sustained actions designed to reduce or eliminate long-term risk to life and property from a hazard event; and

WHEREAS, the Partners will apply for a grant to cover 75% of the cost of updating the existing and approved multi-jurisdictional hazard mitigation plan, funded by the Hazard Mitigation Grant Program (HMGP) allocated by Nebraska Emergency Management Agency (NEMA); and

WHEREAS, the Partners desire to join together and cooperate by providing the required 25% non-federal share of the costs associated with the update of the existing and approved multi-jurisdictional hazard mitigation plan; and

WHEREAS, the Partners have hired Olsson Associates of Lincoln, Nebraska to assist with the preparation of the grant application and the update of the existing and approved multi-jurisdictional hazard mitigation plan.

THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the Partners agree as follows:

1. **Authority:** This agreement is made pursuant to authority provided in the Nebraska Interlocal Cooperative Act, Neb. Rev. Stat. §§ 13-801 et seq., without creating a separate administrative entity, and whenever possible, this agreement shall be construed in conformity therewith.
2. **Purpose:** The purpose of this agreement is to establish a relationship between the Partners and identify a common representative to act for the Partners during the Plan Update project.
3. **Costs:** The total consultant fee associated with the Plan Update is \$67,650, to be funded on a cost share basis with a federal share of 75%, and a local share of 25%. The Partners are allowed to provide a total combined amount of \$3,000 of the local share through in-kind thereby reducing the total local share cost. If no in-kind is used during the project the maximum local share will be as follows:

Holt County	\$ 6,834.54
Antelope County	\$ 4,378.78
Total local match	\$16,913.00

4. **Appointed Representative:** The Partners hereby authorize the duly appointed Knox County representative to enter into contracts and conduct any other business on behalf of the Partners necessary for completion of the Plan.
5. **Payments:** The Partners hereby authorize the Appointed Representative to bill all Partners for their share of the non-federal costs incurred for the completion of the Plan. The Appointed Representative shall bill all Partners in a timely manner once payment requests are received. All Partners shall submit their payments to the Appointed Representative within a reasonable amount of time. The Appointed Representative shall remit payment in full according to stated invoice terms.
6. **Partner Representation:** Each Partner shall designate a representative from either its governing body or administrative staff to act on its behalf. The following persons are hereby appointed by each Partner; in the event said representative will not or cannot serve in this capacity, the respective County Board shall appoint a replacement representative:

Knox County – Laura Hintz
Knox County Emergency Manager
P.O. Box 165
Center, NE 68724
(402) 288-4513

Holt County – Deb Hilker
Holt County Emergency Manager
P.O. Box 544
O’Neill, NE 68763
(402) 336-2756

Antelope County – Charlayne Carpenter
Antelope County Planning and Zoning
501 Main Street, Room 3
Neligh, NE 68756
(402) 887-4248

7. **Partner Responsibilities:** Each Partner shall:
 - a. Work cooperatively with one another and Olsson Associates for the purposes of updating the existing and approved multi-jurisdictional hazard mitigation plan.
 - b. Work diligently to identify those additional communities and jurisdictions that may be interested in participating in the Plan Update project.
 - c. Distribute letters, news releases or other correspondence to potential participating communities informing them of the planning effort and inviting them to attend public meetings and/or hearings
 - d. Coordinate with stakeholders, citizens and volunteers to assist in background data collection and provide necessary information to Olsson Associates pertaining to said Plan Update, including hazard identification, hazard occurrence records, goals and objectives, potential mitigation alternatives and structural inventories for all participating jurisdictions.
 - e. Coordinate the public meeting and hearing efforts and assist with conducting each meeting and hearing, including periodic progress meetings with stakeholders.
 - f. Provide a suitable location to conduct public meetings and hearings.
 - g. Cooperate with the Appointed Representative in all activities associated with the Plan Update project.
8. **Effective Date:** This Agreement becomes effective upon execution by all Partners.
9. **Duration of Agreement:** This Agreement shall remain in effect for a three-year period of time, until the completion and acceptance of the Plan Update or until termination by one or more Partners, whichever is first. This Agreement may be terminated at any time by any Partner upon 30 days written notice submitted to the Appointed Representative.

- 10. Execution of Agreement:** Separate copies of this Agreement may be executed by each Partner. For purposes of this Agreement, a document signed and transmitted by facsimile or in portable document format (PDF) shall be treated as an original and binding upon the Partners, and the Partners warrant and represent the authority of the signature below.
- 11. Amendments:** This Agreement may be renewed, extended or amended by mutual written consent of all Partners.

IN WITNESS WHEREOF, This Agreement is executed by each Partner on the date shown below.

Knox County

By: _____

Title: _____

Date: _____

Holt County

By: _____

Title: _____

Date: _____

Antelope County

By: Jerald Schwager /s/

Title: Chairman of County Board

Date: March 4, 2014

The following gravel bids were opened at 9:30 AM. Matteo Sand & Gravel, Norfolk, Nebraska road and armor coat gravel \$10.00 per ton picked up at pit in Norfolk – Chad Jensen present for bid opening; Mitteis Gravel, Orchard, Nebraska road gravel and armor coat gravel \$8.25 per yard at pit site; Pollock Redi Mix, Ewing, Nebraska road and armor coat gravel \$9.25 per yard at Ewing pit; and Willow Creek Sand & Gravel, Orchard, Nebraska road gravel \$10.00 per yard at pit and armor coat gravel \$10.50 per yard at pit; and Bazile Aggregate, Plainview, Nebraska road gravel \$9.00 picked up at Plainview pit. Motion by Williby, seconded by Brandt to accept all gravel bids with each district purchasing gravel from the pit closest to their project. Those voting aye: Baker, Williby, Bolling, Brandt, Kerkman and Schwager. Nays none. Henery absent. Motion carried.

The following blade bids were opened at 9:40 AM. Midwest Service and Sales, Schuyler, Nebraska, Ambrose Placzek present - blade bid prices good for only 90 days; Nebraska Machinery, Norfolk, Nebraska bid prices good from July 1, 2014 – June 30, 2015; Titan Machinery, Omaha, Nebraska – Ron Carmichael present bid prices good from July 1, 2014 – June 30, 2015 and B's Enterprises, Inc., Norfolk, Nebraska, Tim Braithwait present bid prices good from July 1, 2014 – June 30, 2015. Motion by Williby, seconded by Brandt to accept all blade bids. Those voting aye: Williby, Brandt, Baker and Schwager. Nays: Kerkman and Bolling. Henery absent. Motion carried.

The following culvert bids were opened at 9:45 AM: B's Enterprises, Inc., Norfolk, Nebraska, Tim Braithwait present bid prices good from July 1, 2014 – June 30, 2015; Midwest Service and Sales, Schuyler, Nebraska, Ambrose Placzek present July 1, 2014 – June 30, 2015; and Metal Culverts, Inc., Jefferson City, Missouri bid prices good for 30 days from date of quote. Motion by Bolling, seconded by Brandt to accept all culvert bids. Those voting aye: Bolling, Brandt, Kerkman, Baker, Williby and Schwager. Nays none. Henery absent. Motion carried.

The asphalt oil bids were opened at 10:00 AM with the following vendors submitting bids: Jebro, Inc., Sioux City, Iowa – representative Mike Spohr and Stu Zick were present for bid opening – MC-800 \$2.8520 per gallon – HFE-300 \$2.0800 per gallon - CRS-2 \$2.0160 per gallon and MC-250 \$2.9020 per gallon - prices good from April 1, 2014 to November 1, 2014; Flint Hills Resources, Omaha, Nebraska – no representative present – MC-800 \$699.56 per ton with a quantity of 165 tons listed also listed MC-800 \$2.7479 –per gallon with a quantity of 40,000 gallons listed– no price given for CRS-2 - prices good for 3 days from the date of March, 4, 2014; and Monarch Omaha, Nebraska – no representative present – CRS-1 \$2.12 per gallon and CRS-2 \$2.18 per gallon – estimated quantities of 35,000 – 40,000 gallons each. Motion by Kerkman, seconded by Bolling to accept the bid from Jebro, Inc. for the following amounts MC-800 \$2.8520/per gallon; MC-250 \$2.9020/per gallon; HFE-300 \$2.0800/per gallon and CRS-2 \$2.0160/per gallon. Those voting aye: Brandt, Kerkman, Baker, Williby, Bolling and Schwager. Nays none. Henery absent. Motion carried.

The armor coating bids were opened at 10:10 AM with the following vendors submitting bids. The Road Guy Construction Company, Yankton, South Dakota – no representative present for bid opening - \$2265.00 per mile – if work is done after September 15, 2014 the cost would be \$1,850.00 per mile; and Figgins Construction, Inc., Red Cloud, Nebraska - \$2,968.61/12,907 square yard. Motion by Bolling, seconded by Brandt to accept both armor coating bids so that both companies can be used if the other vendor is not available when the county is ready to armor coat. Those voting aye: Kerkman, Baker, Williby, Bolling, Brandt and Schwager. Nays none. Henery absent. Motion carried.

Motion by Kerkman, seconded by Williby to approve the February 4, 2014 and February 11, 2014 regular board minutes and the February 11, 2014 Board of Equalization minutes. Those voting aye: Baker, Williby, Bolling, Brandt, Kerkman and Schwager. Nays none. Henery absent. Motion carried.

Omar Hoffman and Gregg Hoffman met with the county board to discuss the two parcels of ground the county owns in Sections 21 and 28 of Frenchtown Township; said parcels lay adjacent to Omar Hoffman’s parcels. The county board will speak with the county attorney to see if a 100 year lease could be entered into by both the county and Hoffman’s allowing them access and use of the two parcels listed above with the county retaining ownership of the parcels. No formal motion made nor action taken.

Motion b Williby, seconded by Kerkman to adjourn. Those voting aye: Williby, Bolling, Brandt, Kerkman, Baker and Schwager. Nays none. Henery absent. Motion carried.

Meeting adjourned at 10:45 AM.

ANTELOPE COUNTY BOARD OF SUPERVISORS

By: _____
Chairman of County Board

Attest: _____
Antelope County Clerk