

December 3<sup>rd</sup>, 2024  
Antelope County Board of Commissioners  
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday, December 3<sup>rd</sup>, 2024, at 9:00 AM in the County Commissioner’s Meeting Room, Antelope County Courthouse Annex, Neligh, Nebraska. The meeting was called to order by the Board Chairperson, Charlie Henery with the following board members in attendance: Williby, Dittrich, Krebs and Henery. Commissioner Jacob was absent. Chairman stated that 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. The agenda for said meeting was sent to all members of the County Board of Commissioners.

Pledge of Allegiance was recited.

**Agenda:** Motion by Commissioner Dittrich seconded by Commissioner Williby to approve agenda, with the addition of the Public Comment at 9:05 AM. Voting aye: Krebs, Dittrich, Williby, and Henery. Nays none. Jacob absent Motion carried.

Stealth Broadband: White Realty is switching telephone/internet provider and would like to temporarily place equipment on the annex roof to shoot across the street. No opposition was voiced.

**Correspondence was Reviewed:** Nebraska State Highway Commission Meeting – December 6, 2024; Jim Wennkamp with Elkhorn Rural Public Power District email regarding ROW placement of electric poles; Topkote Inc. letter regarding retirement of John “Jack” Brockman; Northeast Nebraska Solid Waste Coalition – Landfill Site Observations; Tilden City Council Blight Study & Redevelopment Plan Hearing scheduled for December 10<sup>th</sup> & 7:30 PM; copy of Highway 20 Law Enforcement Interlocal Agreement; email and pictures from County Line Bridge Project; Open Face Barn – Tilden pictures; letter from Jonny Dodge thanking the Commissioners for purchase; a completed copy of the License Plate Automatic Readers.

**Receipt:** \$14,599.00 to General – Dividend Distribution - NIRMA;  
\$601.20 to Road & Bridge – scrap iron/metal; Roadrunner Iron and Metal;  
\$22778.80 to Road & Bridge – scrap aluminum; Roadrunner Iron and Metal.

**9:05 AM: Public Comment.** Chairman called for public comment. Called three (3) times for public comment. No response.

**Veterans Service Officer:** Mr. Tom Nelson met with the Commissioners regarding a pay increase. He stated the Veterans Service Committee had include a pay raise in the budget requested for the 2024-2025 fiscal year. He reported he has been averaging about 32 hours a week. The proposed increase was from \$28.75 to \$29.70 an hour, representing an approximate 3% (2.66%) increase. When VSO stated he was working 32 hours a week, it was brought forward, Antelope County recognizes employees working more than 30 hours a week, are qualified as full-time employees, thus Mr. Nelson would qualify for full-time benefits. Discussion. Motion by Commissioner Dittrich, seconded by Commissioner Williby to approve the transition to a full-time part-time status and to increase pay to \$29.70 an hour, starting December 1<sup>st</sup>, 2024. Voting aye: Krebs, Dittrich, Williby, and Henery. Nays none. Jacob absent. Motion carried. Other report: 701 veterans in the County, of that 401 are receiving compensation. Totaling \$5,443,000.00 in payments. Antelope County lost 13 veterans this year. Short discussion on transportation vans – no action today.

**9:29 AM Board of Equalization** – Motion by Commissioner Williby, seconded by Commissioner Dittrich to open as a Board of Equalization. Voting aye: Krebs, Dittrich, Williby, and Henery. Nays none. Jacob absent Motion carried. Met for approximately three (3) minutes. Motion by Commissioner Dittrich, seconded by Commissioner Krebs to close as a Board of Equalization. Voting aye: Krebs, Dittrich, Williby, and Henery. Nays none. Jacob absent Motion carried.

**Extension Board** – Pam Slaymaker, with UNL Extension Office met with the Commissioners for a brief overview/update on the Extension Office status and other office related information and happenings. Ms. Slaymaker continues to work on outreach and community involvement. She presents today with the names of individuals willing to serve on the Extension Board, as members have decided not to continue to serve in these positions. Stacy Mitchell lives in and wishes to serve in District 3, for a three (3) year term, accordingly, Courtney Soper lives in and wishes to serve in District 1. Discussion. Motion by Commissioner Krebs, seconded by Commissioner Williby to approve appointments. Voting aye: Krebs, Dittrich, Williby, and Henery. Nays none. Jacob absent. Motion carried. Extension Board will meet January 22<sup>nd</sup>, 2025 at 5:00 PM.

**Airport Authority:** during the 2024 General Election two (2) positions were up for the Airport Authority. On the election filing deadline, nobody had filed a candidacy affidavit. The incumbents were notified. Rick Schindler filed as a write-in candidate and won the nomination. However, the other candidate did not file which now creates a vacancy. Today, it is presented to appoint Joe McNally, incumbent to the Antelope County Airport Authority Board. Motion by Commissioner Williby, seconded by Commissioner Krebs to appoint Joe McNally to serve a two (2) year term until another General Election is held, at which time the issue will be placed on the ballot – for a four (4) year term. Voting aye: Krebs, Dittrich, Williby, and Henery. Nays none. Jacob absent Motion carried.

**Highway 20 Interlocal Agreement:** Antelope County has participated in the Highway 20 Interlocal Agreement for a number of years. This agreement basically unites the individual agencies in all law enforcement duties. Motion by Commissioner Williby, seconded by Commissioner Dittrich to approve and authorize Chairman to sign. Voting aye: Dittrich, Krebs, Williby, and Henery. Nays none. Jacob was absent. Motion carried.

HIGHWAY 20  
LAW ENFORCEMENT INTERLOCAL AGREEMENT

1. **Definitions:** As used herein the following terms shall have the following meaning:  
a. "Administrative Board" shall mean the board comprised of the County Sheriff and the Chiefs of Police of the Cooperating Agencies, or their designees.  
"Agency of Primary Jurisdiction" shall mean the Agency within which an arrest is being made, warrant served or other law enforcement activity is occurring.  
"Cooperating Agencies" or "Agencies" shall mean the parties' signatory hereto, and "Agency" shall mean any one of the Agencies.

2. **Authority:** The authority for the Cooperating Agencies entering into this Agreement is that authority granted by law, including the general powers of the agencies, the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13, Neb. Rev. Stat. (1943) (Revised 1993), and the authority granted under Neb. Rev. Stat. Sec. 29-215 created by the Nebraska Legislature in 1994 and renumbered 2011. The powers granted to other law enforcement agencies of this Agreement shall be limited to times when assistance is requested by the Agency of Primary Jurisdiction.

3. **Purpose:** The purpose of this Agreement is to grant to all officers of the Cooperating Agencies, full law enforcement powers, including arrest and detention authority, which each agency has within their jurisdiction. Each law enforcement officer covered by this agreement shall have the full power and authority to enforce the laws of the State of Nebraska and the ordinances of each political subdivision even if the officer is outside his/her primary jurisdiction.

4. **Mutual Assistance:** In addition to the authority granted in section 3, any officer of a Cooperating Agency may call upon any officer for assistance at any time. In all such instances, the requesting officer or the Cooperating Agency of primary jurisdiction shall be in charge of and shall give direction to the assisting officer. Assistance may include equipment of personnel, and equipment as deemed necessary by the assisting Agency(ies) and may include the use of dogs specifically trained to assist officers belonging to the assisting agency.

5. **Investigation:** Each Cooperating Agency may assist another Agency requesting assistance in the investigation of persons within the limits of the Primary Jurisdiction of the Cooperating Agency who are suspected by such other Agency of committing or believed to have information concerning crimes or criminal activity occurring in such other Agency.

6. **Officers Remain Employees of Their Agency:** While serving outside their primary jurisdiction, officers shall consider themselves in accordance with the general orders of the primary jurisdiction except as may otherwise be agreed to by each officer's agency.

7. **Disciplinary Proceedings:** Disciplinary action arising out of an officer's conduct, actions, or omissions, whether occurring within or without the officer's Primary Jurisdiction, shall be handled by the officer's Agency.

8. **Public Information:** To the extent that specific case information is to be made public, it shall be released to news media representatives by the Agency originating the investigation through the office of the agency head.

9. **Administrative Board:** This Agreement shall be administered by the Administrative Board. No separate entity is created pursuant to this Agreement. Each of the Agencies under this Agreement shall maintain its individual independence, except as otherwise provided by the terms of this Agreement.

10. **Financing:** This Agreement does not require the commingling of funds between the Cooperating Agencies or their political subdivisions.

11. **Joint:** This Agreement shall be effective upon full execution by each cooperating political subdivision. The Agreement shall continue in full force and effect unless and until terminated by a majority vote of the governing body of the political subdivisions desiring to withdraw its involvement. Said termination will not affect the remainder of the agreement and the agreement shall remain in full force and effect and continue for those remaining agencies. When and if said governing body terminates the agreement, the termination shall occur ninety (90) days after written notice thereof to the other cooperating agencies.

12. **Supplies:** This Agreement does not prohibit or limit any of the agencies from contracting for or entering into separate agreements for law enforcement services.

13. **Insurance:** Each political subdivision herein named in parties to the agreement shall maintain insurance coverage for its own officers, vehicle and equipment while providing assistance on both hereto.

14. **Hold Harmless:** Each host agency shall defend, indemnify and hold the cooperating agencies, and its elected and appointed officials, officers, employees, and agents, harmless from and against any and all claims of action, claims, costs, losses or liabilities for personal injury or property damage, which may arise from the activities under this Agreement, whether due to the negligent or intentional actions of the Cooperating Agencies.

The assisting agencies shall defend, indemnify and hold the host agencies, and its elected and appointed officials, officers, employees, and agents harmless from and against any and all claims of action, claims, costs, losses or liabilities for personal injury or property damage, which may arise from the activities under this Agreement, whether due to the negligent or intentional actions of the Cooperating Agencies.

15. **Non-Discrimination Clause:** The agencies shall not, in the performance of this Agreement, discriminate or permit discrimination on violation of federal or state laws, or local ordinances, because of race, color, sex, age, or disability, as recognized under 42 USC 12101 et seq., political or religious opinion, affiliation, or marital status.

16. **Notice:** Any formal notice, demand or request required by this Agreement shall be deemed properly given if mailed, postage prepaid, to the following:

Chief of Police City of Palouse City of 67260 401 E. Fremont St. O'Neil, NE 68701	Chief of Police City of Garden 311 S. North Oak Garden, NE 68741	Chief of Police City of Valentine 302 North Main St. Valentine, NE 68781
Chief of Police City of Alliance 246 South Main Alliance, NE 68113	Chief of Police City of Neligh PO Box 107 Neligh, NE 68756	Chief of Police City of Chadron 123 Main Street Chadron, NE 68317
County Sheriff Bass County 142 West 4 <sup>th</sup> Atkinson, NE 68216	County Sheriff Cherry County 307 North Main St. Salem, NE 68121	County Sheriff Rock County Box 579 Bassett, NE 68714
County Sheriff Holt County 246 North 4 <sup>th</sup> Street O'Neil, NE 68701	County Sheriff Keith Parks PO Box 100 Springview, NE 68778	County Sheriff Sheridan County 303 S. East 2 <sup>nd</sup> Rushville, NE 68960
County Sheriff Bass County 323 Main Street P.O. Box 305 Harrison, NE 68746	County Sheriff Harrison County 411 Main Street Sheila, NE 68756	County Sheriff Antelope County 1181 L Street Neligh, NE 68756

17. **Amendment:** This is the entire Agreement between the parties. Amendments to this Agreement shall be approved by writing, through a resolution approved and signed by the governing bodies of each agency.


18. **Equitable:** Expenses under the Agreement will be covered by the cooperating political subdivisions with the understanding that, when each of the parties has executed a copy, each of them shall be deemed bound to the same extent and purpose as if each had individually joined in the execution of a single master copy.

Report 02/28/2024

HIGHWAY 20  
INTER LOCAL LAW ENFORCEMENT  
AGREEMENT

IN WITNESS WHEREOF, THIS AGREEMENT IS EXECUTED PURSUANT  
TO AUTHORIZING ACTORS OF THE COUNTY OF ANTELOPE,  
NEBRASKA.

COUNTY OF ANTELOPE, Nebraska

ATTEST:  CLERK

DATE: 3/21/2024

**Zoning Administrator Report:**

- **Administrative Plat:** Mrs. Wingate presented an **Administrative Plat** for Vince and Sandra Kallhoff. The parcel is 5.00 acres located in the E½SE¼ of Section 28, Township 24, Range 7, West of the 6<sup>th</sup> P.M., Antelope County, Nebraska. This tract is the building site. They plan on deeding the ground and keeping the building site. Access is good to both parcels, all setbacks have been met, no easements are required. Zoning Administrator recommends approval. Motion by commissioner Dittrich, seconded by Commissioner Williby to approve the administrative plat as presented. Voting aye: Williby, Dittrich, Krebs and Henery. Jacob absent. Nays none. Motion carried.
- **No further report.**

**ROW-Easements:** Discussion continued from a request of Elkhorn Rural Public Power District regarding placement of utility poles in the fence-line along the right of way. The current discussion is in the area of 516<sup>th</sup> Avenue south of 845<sup>th</sup> Road. Discussion with local landowners, the Road Superintendent and Board Chairman, Charlie Henery at the site with ERPPD personnel. The Commissioners agreed, do to circumstances and the current situation, this would be the best plan for this area. The Commissioners discussed further that future issues should be on a case-by-case basis. The utilization of the permit application might be in order. The landowner or subdivision could submit the permit, discuss with Road Superintendent, and it should be presented at a Board meeting. Meeting by Commissioner Williby, seconded by Commissioner Dittrich to approve the proposed plan submitted by Elkhorn Rural Public Power District. Voting aye: Williby, Dittrich, Krebs and Henery. Jacob absent. Nays none. Motion carried. We will continue to work on underground permits to utilize for tree line/fence line issues.

**Road Superintendent Report:**

- **Underground Permit – 843<sup>rd</sup> Road in NE¼ Section 20, Township 24, Range 6** – Two Rivers submitted an underground permit for electric service to irrigation. The landowner is Duane Dinslage, and the tenant is Jim Schiltmeyer. Road Superintendent voices it will be five (5) foot below and voices no issues. Discussion. Motion by Commissioner Dittrich, seconded by Commissioner Williby to approve underground permit on Road Superintendent recommendation. Voting aye: Williby, Krebs, Dittrich, and Henery. Nays none. Jacob absent. Motion carried.
- **Underground Permit – 836<sup>th</sup> Road in NW¼ Section 26, Township 23, Range 5** – Dan Zwingman submitted an underground permit for electric service to irrigation. The landowner is Myhre Farms LLC, the tenant is Shane Vanis. Road Superintendent voices it must stay four (4) feet below and has no other issues. Discussion. Motion by Commissioner Williby, seconded by Commissioner Dittrich to approve underground permit on Road Superintendent recommendation. Voting aye: Williby, Krebs, Dittrich, and Henery. Nays none. Jacob absent. Motion carried.
- **Underground Permit – 838<sup>th</sup> Road in NW¼ Section 15, Township 23, Range 5** – Dan Zwingman submitted an underground permit for electric service to irrigation. The landowner is Sue Petersen, tenant is Dan Zwingman. Road Superintendent voices it must stay four (4) feet below and has no other issues. Discussion. Motion by Commissioner Williby, seconded by Commissioner Dittrich to approve underground permit on Road Superintendent recommendation. Voting aye: Williby, Krebs, Dittrich, and Henery. Nays none. Jacob absent. Motion carried.
- **Underground Permit – 531<sup>st</sup> Avenue in SW¼ Section 15, Township 23, Range 5** – Dan Zwingman submitted an underground permit for electric service to irrigation. The landowner is Sue Petersen, tenant is Dan Zwingman. Road Superintendent voices it must stay four (4) feet below and has no other issues. Discussion. Motion by Commissioner Williby, seconded by Commissioner Dittrich to approve underground permit on Road Superintendent recommendation. Voting aye: Williby, Krebs, Dittrich, and Henery. Nays none. Jacob absent. Motion carried.
- **Oversize Permit-517<sup>th</sup> Avenue – 855<sup>th</sup> Rd, NE Hwy 14-NE Hwy 275-531<sup>st</sup> Ave-839<sup>th</sup> Rd-527.5 Ave-838<sup>th</sup> Rd-527<sup>th</sup> Ave:** Barnhart Crane submitted two (2) oversize permits for access to a tower. Road Superintendent worked with crane operators and found the best route and voices no issues today. Motion by Commissioner Dittrich, seconded by Commissioner Krebs to approve oversize permit as per Road Superintendent recommendation. Voting aye: Williby, Krebs, Dittrich, and Henery. Nays none. Jacob absent. Motion carried.
- **Oversize Permit-517<sup>th</sup> Avenue – 855<sup>th</sup> Rd, NE Hwy 14-NE Hwy 275-531<sup>st</sup> Ave-839<sup>th</sup> Rd-527.5 Ave-838<sup>th</sup> Rd-527<sup>th</sup> Ave:** Barnhart Crane submitted a permit for access to a tower. Road Superintendent worked with crane operators and found the best route and voices no issues today. Motion by Commissioner Dittrich, seconded by Commissioner Krebs to approve oversize permit as per Road Superintendent recommendation. Voting aye: Williby, Krebs, Dittrich, and Henery. Nays none. Jacob absent. Motion carried.
- **Oversize Permit-837<sup>th</sup> Rd-enter field-N to 837.5 Rd-E 837<sup>5</sup> Rd-520<sup>th</sup> Ave-N and travel to just should of 839<sup>th</sup> Road to building Site:** Leigh Kluthe submitted an oversize permit for access to a building site. Allan Kluthe plans to relocate a barn in rural Antelope County. Road Superintendent established the best route and voices no issues today. Motion by Commissioner Dittrich, seconded by Commissioner Krebs to approve oversize permit as per Road Superintendent recommendation. Voting aye: Williby, Krebs, Dittrich, and Henery. Nays none. Jacob absent. Motion carried.
- **Starman Bride:** Mr. Kluthe, Road Superintendent is working with Brian McDonald regarding the Starman Bridge on 840.5 Road, to submit for County Bridge Matching Program.
- **Sunken Gardens:** culverts are in. No issues noted.
- **Heithoff culvert area** is being surveyed today.
- **Tilden Open Face Barn:** Mr. Kluthe shared photos of the barn. There are multiple holes in the open face part of the barn is an eyesore and is not functional and not utilized. He will have the Road & Bridge Crew work on this project.
- **Equipment Sold on Auction:** everything is gone except for three (3) pieces. One is at the compactor – sold for \$3,050.00 (belly dump) & the other (Belly Dump-Neligh Barn) should be picked up next Monday, and the LowBoy in Clearwater and purchaser plans to pick up.
- **Scrap Metal** – has been going to salvage yards regularly.
- **Old/Unused Parts** - during cleanup of barns - equipment and parts will be lined up for auction. Mr. Kluthe will continue to work with Auction Companies. No action today.
- **No further report.**

**Lot in Elgin** being utilized by Antelope County Road Department. The County currently utilizes an empty lot in Elgin owned by Kenny and Julie Schindler. Recent developments have made the landowners want rent and possible payment for use of the property in the past. The Commissioners will discuss this with Mr. Schindler, and ask him to present an agreement, and the rental amount to be discussed at the next meeting. No further action today.

**Shingles – Old Courthouse:** Commissioner Henery mentioned there are several shingles on the old courthouse that are missing. He noticed this the other day and is wondering what the plan should be. Discussion about getting new shingles – however, the commissioners agree Mr. Henery should call a local roofing contractor to see if something could be done to help the survival of the winter. Mr. Henery will call Guarantee Roofing.

**Maintenance** – Chairman Henery stated he had a gentleman contact him regarding a maintenance position. At this time there is no need for a position, however someone on call to do small projects here and there would be beneficial to the courthouse. Mr. Henery will contact this person and see if he is interested in a on call type position.

There being nothing more to discuss.

**Adjournment:** Motion was made by Commissioner Williby, seconded by Commissioner Krebs to **adjourn**. Voting aye: Williby, Krebs, Dittrich, and Henery. Jacob absent. Nays none. Motion carried.

The meeting adjourned at 10:36 AM.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

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

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