

April 7th, 2026
Antelope County Board of Commissioners
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday, April 7th, 2026, at 9:00 AM in the County Commissioner’s Meeting Room, Antelope County Courthouse Annex, Neligh, Nebraska. The meeting was called to order by Board Chairperson, Charlie Henery, with the following board members in attendance: Jacob, Krebs, Dittrich, Williby and Henery. 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 Williby seconded by Commissioner Dittrich to approve agenda as presented. Voting aye: Jacob, Krebs, Dittrich, Williby and Henery. Nays none. Motion carried.

Minutes: Minutes of March 10th, 2026 Board of Commissioner Meeting: Motion by Commissioner Dittrich, seconded by Commissioner Jacob to approve minutes of March 10th, 2026 Board of Commissioner Meeting. Voting aye: Jacob, Williby, Dittrich, Krebs and Henery. Nays none. Motion carried.

Correspondence was Reviewed: Great Plains Communication Change Order; Road and Bridge list of excess inventory to be auctioned off; Buyback funds receipts; NMC Sales Agreement; Catastrophic Inmate Medical Insurance renewal; Imprest Pledge Collateral; NIS insurance summaries; Weed Department fee resolution; copy of Public Defender Contract; Notice for bids: gravel, armor coat, hot mix, and asphalt oil; copy of email from Trevor Ziegler regarding licensing; copy of Viking Fire Protection Group proposed inspection costs.

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

Treasurer’s Fund Balance Report for March was reviewed and put on file.

Treasurer’s Miscellaneous Revenue Report for March was reviewed and put on file.

Treasurer's Sweep Account Statement for March was reviewed and put on file.

9:05 AM: Public Comment: Chairman Henery called for any public comments three (3) times. No comments were voiced.

Follow-up on 841st Road: Mr. Jim Fehringer met with the Commissioners to thank them for their consideration and effort in helping to eliminate the issue with drainage on 841st Road that he presented during the February meeting. He is very satisfied with the results and believes the rocks should diffuse the flow and alleviate the previous drainage issues. Mr. Fehringer expressed his gratitude. Pictures were shared. No further action.

Old Courthouse Improvements: Mr. Jim McNally met with the Commissioners regarding improvements to the old Courthouse. He has a private client (who wishes to remain anonymous) wanting to restore the tower and clock that once stood on top of the old courthouse roof. The ‘donor’ is willing to have an engineer look at it, design and reconstruct the tower to ‘like’ historic means. The donor will hire an architect, plan, pay and hire the complete project, with the County committing to the cost of a crane for lifting it in place. The County would also handle future maintenance. Discussion. They are guestimating this project to be between \$500,000.00 & \$750,000.00. The donor does not want to expend money if it does not have complete support from the Commissioners. The Commissioners requested to think about this for a week and to decide next week. No action today.

Old Courthouse Maintenance: Last fall during a visual inspection of the courthouse, after a report from the Janitor, there were multiple windows in disrepair. To get some maintenance work completed the clerk requested Cris Kurpgeweit to look at some of these issues to see what could be done. After looking at the windows, they wanted to meet with the Commissioners to discuss the magnitude of the project. There are over 40 windows in various states of disrepair. Discussion. Because the Courthouse is on the National Registry of historic places the windows have to be wood, vinyl windows are not acceptable replacements. The Commissioners asked Cris to give a guestimate of the cost, and to share with the Building and Grounds Committee (Henery & Jacob) who will then bring it to the Board as needed. If the cost is over the threshold the Commissioners will advertise for bids, or if not they can discuss the project to be completed by Cris Kurpgeweit. No action today.

Kings Crushing LLC: Aaron Vanderscoop met with the Commissioners regarding products produced and distributed by them. They are out of Avon, South Dakota, and carry a specialty type project. He presented with three (3) five (5) gallon buckets of the projects they produce. Because of the shape and rigidness of the product it works well for packing. Discussion. The Commissioners requested he submit a bid to be opened with the gravel, asphalt, hot mix and armor coat next week. No further action today.

Weed Report: Mr. Cornett met with the Commissioners in follow-up of the discussion last month about setting fees, and 10- or 15- day notices. Discussion of the fees and how they should be set. It was agreed the fees should not be competitive and carry a heavier weight as we do NOT want the public to rely or even ‘fall back’ on the County to control weeds and invasive growth. After discussing with the Weed Board, it was agreed, all products will be at two (2) times the cost of chemicals, hiring and application. Brian stated in the past they were competitive, however, today they don’t need to be competitive as there are plenty of agronomy supply places. Motion by Commissioner Williby, seconded by Commissioner Krebs to approve and authorize the Chairman to sign resolution. Voting aye: Williby, Krebs, Jacob, Dittrich and Henery. Nays none. Motion carried.

ANTELOPE COUNTY

WEED DEPARTMENT - FEES ASSOCIATED WITH

OFFICIAL 18- AND 15-DAY NOTICE

2024-04-000

Received, by the County Board of Commissioners, in and for Antelope County, Nebraska, that the Antelope County Board of Commissioners have hereby set the Official Fee Schedule for 10- and 15-Day Notice Weed Official Notices.

Management Fee - This fee includes, but is not limited to:
Filing Fees, postage and delivery service fees, pre and post inspection costs.
This will be assessed per parcel.

\$250.00

Labor/Machine/Chemicals Hire/Spraying - will be charged
the normal fee Times Two.
For example, if a commercial applicator or corrective charges
\$50.00 per hour/ditch, the charges to the landowner will be
\$100.00 per hour/ditch. If an aerial applicator is used and the fee
is \$25.00 per acre - the charges to the landowner will be \$50.00
per acre.

Rate Times Two

Mileage - If charged by the commercial applicator,
mileage will be charged at the rate listed, per mile.

\$ 3.00

Other Miscellaneous Expenses
Relating to the control of noxious weeds on noted property.
Costs only.

As Needed

Additional: the parcel owner is responsible to work with the Antelope County Weed Control
Authority Office to rectify the issues. After such work is completed, it will be the parcel (land)
owners responsibility to follow up with the Weed Control Authority.

Motion by Commissioner Williby, seconded by Commissioner Jacob, to approve
and resolution.

Adopted by Antelope County Board of Commissioners this 7th day of April, 2026.

Attest: Charlie Henery
Clerk, Antelope County

Voting aye: Williby, Krebs, Henery, Jacob, Dittrich

Voting nay: _____

Absent: _____ Absent: _____

Catastrophic Inmate Medical Insurance: Annually, the Law Enforcement Center purchases an insurance policy to protect the County should there be a catastrophic event at the jail facility. Today, it is presented for renewal. The yearly policy is \$4,725.96. Sheriff Moore has reviewed and agrees for continuation. Discussion. Motion by Commissioner Jacob, seconded by Commissioner Krebs to approve and authorize annual renewal. Voting aye: Jacob, Krebs, Williby, Dittrich and Henery. Nays none. Motion carried.

employees, including, but not limited to, health insurance, workers' compensation insurance, unemployment insurance, or retirement plans.

Public Defender shall not be responsible for any claims of negligence or malpractice by any public defender or any constituent, including but not limited to, health insurance and life insurance. Public Defender shall be responsible for claims of malpractice brought against public defenders or constituent. Public Defender shall not be responsible for claims of malpractice brought against Public Defender for any act or omission of any constituent or employee or constituent Public Defender.

11. **Entire Agreement.** This Agreement and the Public Defender is contained within this Agreement. Any modification or any provision of this agreement by one party shall not be effective on the other party unless it is in writing and signed by both parties.

12. **Assignment.** Public Defender shall not assign this contract or any of the rights contained within this agreement.

13. **Termination.** If for any reason either the County or District Court frustrates the good of this agreement, then the agreement shall terminate and Stanton, Day, Carlson, and Strum, P.C., L.L.O., will be deemed to have been appointed as Public Defender. If the County or District Court terminates this agreement shall be to Stanton, Day, Carlson, and Strum, P.C., L.L.O., at 260 West 10th Street, Suite 200, Anchorage, Alaska 99501.

14. **Notices.** Any written notice forwarded by this agreement shall become effective as of the date of the mailing by certified mail. Notices shall be deemed sufficiently given to the County if sent to the County Clerk, 100 North 4th Street, Anchorage, Alaska 99501.

15. **Waiver.** Notice shall be deemed sufficiently given by the Public Defender if sent to the County at any of the following addresses: 100 North 4th Street, Anchorage, Alaska 99501.

16. **Severability.** Regarding the manner of the designation of Public Defender, it is agreed that the law office of Stanton, Day, Carlson, and Strum, P.C., L.L.O., is the law office of the County of Anchorage, Alaska, and that the County of Anchorage, Alaska, is the law office of Stanton, Day, Carlson, and Strum, P.C., L.L.O., and that the principal, Nathan J. Stanton, shall be considered such other designations. Furthermore, the effect of this agreement shall be to appoint and appoint such other designations as the County of Anchorage, Alaska, or the County of Anchorage, Alaska, may deem appropriate.


Charlie Henry, Chairman
Antelope County Board of Commissioners

Nathan J. Stratton
Stratton, DeJoy, Carlson, and Stratton, P.C., L.L.C.

Signed at _____, Nebraska on the _____ of March 2026

Summer Intern in the Extension Office: Brooke Kumm and Lisa Welding met with the Commissioners regarding the hiring of summer help for the 2026 summer season. Discussion. Wage \$ 15.00/hour for approximate 37.5 hours a week except for fair week. There was no commissioner objection. The Extension Office will advertise for this position. They asked about the return of Travis Rudloff for fair week. The Commissioners voiced no objection.

Great Plains Communication: Last month Antelope County entered into an agreement to authorize Great Plains to provide telephone and internet to the courthouse, law enforcement center, and weed department. At that time, Great Plains figured the fax lines would all be web faxes. However, there are several offices that wanted to remain with the traditional fax line. This is at a higher cost of between \$24.50-\$27.50 per line monthly. The change order presented shows removal of three (3) web-fax lines and the addition of five (5) POTS lines. After discussion the Commissioners needed clarification of the change order and requested contacting Mrs. Starkel regarding this. No action today.

- No further report.

- **Skid Loader: CAT Skid steer** - Last month the Commissioners agreed to buy out a skid loader lease that was presented. Today, the purchase agreement is presented. Discussion. Motion by Commissioner Williby, seconded by Commissioner Jacob to authorize Chairman to sign purchase contract. Voting aye: Williby, Jacob, Krebs, Dittrich and Henery. Nays none. Motion passed.

  SALES AGREEMENT		DATE 2 of 2	
1000 W. North Ave. Northbrook, IL 60062 TEL: 847.579.1000		AGREEMENT DATE 03/10/2008 VALID UNTIL 03/31/2008 AGREEMENT ID QTC101234	
Buyer 12345 Address 123 Main St. City Chicago, IL 60601 State IL Zip 60601 Phone 312.555.1234 Fax 312.555.5678 E-Mail info@12345.com		Item 12345 Part 12345 Qty 1000	
Additional Terms: This Agreement is subject exclusively to the Sales and Service Terms for Caterpillar Products located at http://www.caterpillar.com, which are incorporated by reference herein. NMC specifically reserves any terms and conditions contained in documents produced by Buyer (including, but not limited to, purchase orders) that conflict with the terms and conditions of this Agreement. Any purchase order sent over E-procat by Buyer, which contains terms that conflict with the internal administration by Buyer and have in legal effect altered NMC, ALL SALES ARE FINAL. All orders are subject to credit approval and review by NMC's Sales Manager. Please Note: NMC cannot guarantee availability of equipment. In addition, we NMC understand we provide accurate pricing, due to circumstances beyond our control, such pricing is considered an estimate only. If the final price and may be subject to change as market, supply, or other circumstances require (including, without limitation, OEM pending sold out, work-in-progress & OEM cancell) and all items are as stocked in shipment. Should the final price exceed the estimated price, Buyer shall have the option to terminate the order at his sole discretion. Buyer's signature below signifies Buyer's Agreement to these terms and conditions. Buyer's order is the legally binding effect of this Agreement.			
Signature of the Purchasing Company		Signature Terms: Address/Contact	
Date: _____		Date: _____	

- **Oversize Permits:** 72 Oversize Permits for moving wind turbine blades. These permits were submitted and paid for. Mr. Kluthe stated there were no issues and recommended approval. Motion by Commissioner Williby, seconded by Commissioner Dittrich to approve oversize permits as listed. Voting aye: Dittrich, Krebs, Jacob, Williby and Henery. Nays none. Motion carried.
 - Oversize Permits: (376-379) HWY 14 & 70 west to 515th Avenue south 3.5 miles to tower 15
 - Oversize Permits: (380-383) Turbine 17-Turbine 11-- 846th Road-516th Ave/Southern Transport LLC
 - Oversize Permit: (384) HWY 14 S-846th Rd W 11.5 miles to site/Barnhart Crane

- Oversize Permit: (385-387) Highway 70 to 515th avenue south to pad 17/Hawk Transportation
 - Oversize Permits: (388-397) Turbine 17 to Turbine 11-846th to 516th/Southern Transport
 - Oversize Permits: (398-415) Turbine 11 to Turbine 13-516th Ave S to 847th Rd E to 517th N/Southern Transport
 - Oversize Permits: (416-433) Turbine 13 to Turbine 8-517th Ave S to 846th Rd E to 519th S to 845th Rd W/Southern Transport
 - Oversize Permits: (434-435) Turbine 8 to Turbine 36 – 845th Road-519th North-846th West-Wheeler Co/Southern Transport
 - Oversize Permits: (452-453) Tower 15-23 - 836th Rd & 515th Ave 515th Ave-836th Rd-516th Ave-South to Tower 23 & Return/True
 - Oversize Permits: (455-464) 515th Ave N to 836th Rd E to 516th Ave S to 115th Ave E to 170th Ave N to Tower 49/True Steel
- **Access Permits:** Motion by Commissioner Dittrich, seconded by Commissioner Jacob to approve access permits as listed. Mr. Kluthe reports no issues. Voting aye: Dittrich, Krebs, Williby, Jacob and Henery. Nays none. Motion carried.
 - Access Permit: 524th Avenue in the SW¼ Section 28, Township 23, Range 6, (House)/Beckman
 - Access Permit: SE¼ Section 25, Township 25, Range 8, 516th Avenue//Thunderhead & Krohn
 - Access Permit: SW¼ Section 25, Township 23, Range 6; along 527th Avenue/Andy Frey
 - Access Permit: NE1/4NE1/4 36-26-7-Svatos
- **Underground Permits:** The following four (4) underground permits were submitted. Mr. Kluthe stated all look good All are for irrigation electric motors. All were bored as per Board/Road Superintendent recommendation. Mr. Kluthe recommends approval. Motion by Commissioner Dittrich, seconded by Commissioner Williby to approve permits as submitted. Voting aye: Dittrich, Williby, Krebs, Jacob and Henery. Nays none. Motion carried.
 - Underground Permit: 511th Ave: Section 20, Township 23, Range 8 Antelope County-Pivot/Clark & Baum Bros, Inc
 - Underground Permit: 511th Avenue in NW¼ Section 29, Township 24, Range 8/Fehringer&2Rivers
 - Underground Permit: 859th Road SW¼ Section 27, Township 27, Range 7 West, Antelope County/Rutjens
 - Underground Permit: 529th Avenue Sections 29 & 30, Township 25, Range 5 West Antelope County/Rutjens
- **Kevin Bitney** had submitted an underground permit, when in fact he needed an access permit. The Commissioners requested he complete an access permit and pay the \$55.00 difference. If completed this will be considered during next weeks meeting.
- **ROW/Utility Permit:** NPPD – will be held an additional week. Payment was not made. Road Superintendent will follow up. No action today.
- **Hot Mix Plant:** Discussion of a proposed pit for material in northern Antelope County. Rumors are circulating a temporary plant is being proposed for the old Mitteis Pit (513th Avenue). (Two (2) or three (3) miles west of Orchard on Highway 20. Concerns of possibly having heavy loads in-on the road(s) in the area. Road Superintendent was requested to video/record the as is condition of the roads, and to find out what the actual plan is.
- **Truck Update:** Both trucks will need DOT inspection, both have damage to dash in same area were moving scale was housed.
 - **Serial #9139:** Dylan Wilkins has changed all fluids, fixed small air leak by 5th wheel, needs new turbo, and headache rack; other things: developed a small misfire once back; steering column u-joint under dash will need replaced; steering axle tires, had issues in Sterling, Colorado on way back. \$130.00 in parts, air dryer pop off valve and filter with fitting by air compressor, Freightliner in Sterling helped with diagnosis – did not charge.
 - **Serial #9140:** Dylan Wilkins has changed all fluids, and brake valve air leak. Other things: EGR tube temp sensor, AC not working, needs wet kit; dash warning lights came on – on way home after hitting a big bump – found wires were off. Sitting in Norfolk, since last Tuesday waiting to get estimate on repairs;
- **Fire Danger Presence:** during recent fire situations Antelope County was called on to have employees and equipment on site.
 - Saturday 3/28 – three (3) graders/4 employees (Bob Swett 3H, Dan McElhaney 2H, Wayne Schwager 2H, Duane Jones 3.5 Hours)
 - Sunday 3/29 grader and loader (Bob Swett & Clearwater Loader – both 2 hours)
 - Monday 3/30 Loader only (Nate Thieman 8.5 hours)
 - Tuesday 3/31 Loader only (Nate Thieman 8 hours)
 - Wednesday 4/1 Loader only (Kevin Schindler 8.5 hours)
 - Thursday 4/2 Loader only (Kevin Schindler 4.0 hours) – released by Emergency Management
- **Auction Time:** Commissioner Dittrich requested a complete list of equipment ready for auction, to include a plan of who’s auctioning.

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

The meeting was adjourned at 11:57 AM.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman of the Board, Charlie Henery

Attest: _____
County Clerk, Lisa Payne
Lisa Payne