

January 2nd, 2024
Antelope County Board of Commissioners
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday, January 2nd, 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 Board Chairperson, Charlie Henery with the following board members in attendance: Jacob, Heithoff, Williby and Henery. Krebs 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 Heithoff, seconded by Commissioner Jacob to approve agenda as presented. Voting aye: Jacob, Heithoff, Williby and Henery. Krebs absent. Nays none. Motion carried.

Minutes: Minutes of the December 12th, 2023, Board of Commissioner Meeting: Motion by Commissioner Heithoff, seconded by Commissioner Jacob to approve minutes of the December 5th Board of Commissioner Meeting. Voting aye: Jacob, Heithoff, and Henery. Krebs absent. Williby abstains. Nays none. Motion carried.

Correspondence was Reviewed: Audit Service Request advertisement; Northeast Nebraska Area on Aging letter regarding appointment of Duane Esau; Bud’s Sanitation information-solid waste management (was emailed prior to meeting); Veterans Service Officer Annual Report; Bid Tab for Intersection Paving; Union Bank and Trust Antelope Memorial Hospital Bond Statement for end of November; Certificate of Liability JJK Construction x 2.

Board of Equalization: Motion by Commissioner Heithoff, seconded by Commissioner Williby to open as Board of Equalization. Voting aye: Jacob, Heithoff, Williby and Henery. Krebs absent. Nays none. Motion carried. Met for approximately four (4) minutes. Motion by Commissioner Heithoff, seconded by Commissioner Williby to close as Board of Equalization and go back to regular session. Voting aye: Jacob, Williby, Heithoff, and Henery. Krebs absent. Nays none. Motion carried.

Quarterly Jail Inspection: Commissioners Heithoff and Williby will conduct Jail Inspection after today’s meeting.

NCDHD Advisory Board: on the Recommendation of the North Central District Health Department a motion was made by Commissioner Heithoff, seconded by Commissioner Williby to appoint Dean Smith of rural Antelope County to the North Central District Health Department Advisory Board. Voting aye: Jacob, Heithoff, Williby, and Henery. Krebs absent. Nays none. Motion carried.

Northeast Nebraska Area Agency of Aging: Motion by Commissioner Heithoff, seconded by Commissioner Jacob to appoint Duane Esau to the Northeast Nebraska Area Agency on Aging Advisory Board for a three-year term as requested by the Executive Director of the Area Agency on Aging. Voting aye: Jacob, Heithoff, Williby and Henery. Krebs absent.. Nays none. Motion carried.

Bridge Match Program: The State of Nebraska selected two (2) Antelope County Bridges for the Bridge Match Program. The first bridge on the Knox-Antelope County Line and the second bridge lying north of Royal on Hay Creek. Estimated costs of the projects are \$600,000.00 and \$250,000.00 respectively. The State will pay \$193,548.00 for County Line Bridge, and \$106,452.00 for the Hay Creek Bridge. Projects must be completed by December 31, 2027. Motion by Commissioner Heithoff, seconded by Commissioner Jacob to approve resolution authorizing Chairman to sign agreement. Voting aye: Williby, Jacob, Heithoff and Henery. Nays none. Krebs absent. Motion passed. Motion by Commissioner Heithoff, seconded by Commissioner Williby to approve and authorize Chairman to sign County Bridge Match Program Agreement. Voting aye: Williby, Jacob, Heithoff and Henery. Nays none. Krebs absent. Motion passed.

RESOLUTION
ISSUANCE OF THE PROJECT PROGRAM AGREEMENT - BMD230

Antelope County
Resolution No. 2024-01-0028

Whereas: Antelope County is proposing a transportation project for which it would like to share County Bridge Match Program funds and
Whereas: Antelope County understands that it must strictly follow all State and local laws, rules, regulations, orders, and policies applicable to the funding of the project and
Whereas: Antelope County and Nebraska Department of Transportation (NDOT) wish to enter into a Cost Shared Project Agreement setting out the various roles and funding responsibilities for the project.
As it is Resolved: by the Board of Commissioners of Antelope County that
I, the undersigned County Clerk, do hereby certify that I have read the attached Project Program Agreement between Antelope County and the NDOT.
Antelope County is committed to providing local funds for the project as required by the Project Program Agreement.

NDOT Project Number: STWD-CBMP(9)
NDOT Contract Number: 0007403
NDOT Project Name: County Bridge Match Program

Adopted this 2nd day of January, 2024, at Neligh, Nebraska.
(Date) (Place)

The Board of Commissioners of Antelope County
[Signatures]

Respectfully,

County Clerk

Table 1*

COUNTY BRIDGE MATCH PROGRAM PROGRAM AGREEMENT

ANTELOPE COUNTY
DEPARTMENT OF TRANSPORTATION
PROJECT NO. STWD-CBMP(9)
STATE CONTROL NO. 0007403
CBMP CONTROL NO. 0007403
COUNTY BRIDGE MATCH PROGRAM

THIS AGREEMENT is between Antelope County, Nebraska hereinafter referred to as "County," and the State of Nebraska, Department of Transportation, hereinafter referred to as "State," and collectively referred to as the "Parties."

WITNESSETH:
WHEREAS, the Transportation Innovation Act established a new program called the County Bridge Match Program (CBMP), (Ish. Rev. Stat. § 30-2802), and
WHEREAS, the purpose of the CBMP is to promote innovative solutions and provide additional funding to accelerate the repair and replacement of deficient bridges on the county road system, and
WHEREAS, State has developed the program requirements for the CBMP, and a project approved by County has been selected to be funded by the CBMP, and
WHEREAS, County will be responsible for completing all phases of the project, however, State will reimburse County a designated share up to a maximum total dollar amount of County's actual and reasonable costs of only the bridge construction phase of the project, as further described herein, and
WHEREAS, for the project the State's designated share will be 55 percent of the bridge or culvert construction costs, with a maximum State contribution not to exceed \$200,000.00, as more specifically described below, and
WHEREAS, County's CBMP project(s) are described as follows:

000220220 - IW N14 KNOX CL. AT STREAM
000211200 - IW N14 HWY 107/14 HWY CREEK

WHEREAS, funding for the CBMP pursuant to June 30, 2023, accordingly, the project must be completed by December 31, 2027 in order to maximize the overall number of projects that can be funded as a part of the CBMP, and
WHEREAS, County has designated a point of contact, who will be known for this project as the Project Liaison (PL), and who will be in charge of all aspects of the project from planning through post-construction activities, and
WHEREAS, this agreement is intended to provide the conditions and requirements for County to obtain CBMP funding for County's project, and
WHEREAS, County desires that this project be constructed under the designation of Project No. STWD-CBMP(9), State Control No. 0007403, CBMP Control No. 0007403 as evidenced by the Resolution of County dated the 2nd day of January, 2024, attached as Exhibit "A" and made a part of this agreement.

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NOW THEREFORE, in consideration of these facts, and the promises of the Parties, County and State agree as follows:

SECTION 1. DURATION OF THE AGREEMENT
This agreement becomes effective upon the signing of the agreement by State. State intends to sign the agreement after County has signed. The agreement will expire when County's project is finished and final financial settlement has been completed, or as otherwise provided in this Agreement.

SECTION 2. General CBMP Description and Requirements
The CBMP program is generally described in this section. These provisions govern County's project when applicable, unless the specific project description in Section 3 makes any or all of the Section 2 provisions inapplicable.
2.1 Overview: The CBMP is intended to provide matching funds (see Section 3 below), based on the bridge construction costs specified in County's proposal, up to but not to exceed a specified maximum total payment or cap for the bridge construction phase only of the repair or replacement of structurally deficient county bridges. The CBMP encourages innovation in bridge design and construction and allows the bundling of bridge construction sites from one or multiple counties. The CBMP allows the replacement of a bridge with culvert pipes as long as County uses a properly completed hydraulic study to determine the appropriate size of the replacement culverts.
2.2 Project Development and Management: County is solely responsible for all phases of the project, including but not limited to planning, preliminary engineering including obtaining environmental permits, final design, right-of-way, bid letting, construction, construction engineering, operation and maintenance. This project is not a State project and State's involvement in the project is solely for establishing the conditions that must be met for funding to be provided as set out in this Agreement.
2.3 Environmental: County is solely responsible for determining what, if any, environmental permits apply to County's project. County is further responsible for completing all necessary environmental processes and obtaining all needed environmental permits before letting any part of the project to bid.
2.4 Design Criteria: County is solely responsible for the design of the bridge(s) or culverts to be constructed as a part of this project. The project shall be designed to meet or exceed the requirements of the 1) Nebraska Minimum Design Standards, 2) the NDOR (now NDOT) Policy for Design, Load Rating and Inspection of Public Road Bridges dated May 24, 2010 (a copy of which is attached herein as Exhibit "B" and incorporated by its reference), and 3) applicable State and local laws and policies. Additionally, the design of any bridges shall incorporate NDOT's approved bridge rail design TL-2 or TL-3 in the plans and shall include the approach guardrail with appropriate end treatments.
2.5 Costs Eligible for Reimbursement: Eligible costs include the labor, materials, and equipment necessary for the actual construction of the bridge or culvert project and may include any other costs identified in the State's acceptance of the project proposal. County will not be reimbursed for any of the other costs in planning, designing, developing, constructing, or managing this project, including construction engineering, management, and inspection.

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2.6 Time Restrictions: County's bridge construction must be completed by December 31, 2027, for the project to be eligible for either of the two payments to be made under this Agreement. No time extensions will be allowed, except in exceptional circumstances. Therefore, time is of the essence in this Agreement.

SECTION 3. COUNTY'S APPROVED PROJECT
County's proposal included a project in Antelope County. Each project is identified as follows:
County: Antelope County
NBIS Bridge Structure(s): 000220220
Project Description IW N14 KNOX CL. AT STREAM
Estimated Cost: \$600,000.00
Funding Split: State \$193,548.00 (of the estimated costs specified in the proposal, exceed of State's maximum contribution for Bridge - County proposed).
NBIS Bridge Structure(s): 000211200
Project Description IW N14 HWY 107/14 HWY CREEK
Estimated Cost: \$250,000.00
Funding Split: State \$106,452.00 (of the estimated costs specified in the proposal, exceed of State's maximum contribution for Bridge - County proposed).
State Funding Contribution \$200,000.00
State and County agree that the estimated cost for the project in each County is simply an estimate and may change. In the event that the estimate for any individual County's project is revised upward, based on State's analysis of proposed costs, the State's total payment for the individual County project will be revised upward at State's discretion no more than 5% or cap of \$5,000. However, any upward adjustment made will not result in the State's contribution exceeding what was specified in the IFP regarding caps on Single Bridge, Multi Bridge Single County and Multi Bridge Multi County projects.

SECTION 4. COUNTY'S RESPONSIBILITIES
4.1 General
County shall be responsible for all phases of the planning, obtaining environmental permits, design, construction, operations and maintenance of the project, including but not limited to, preliminary and construction engineering, management, planning, design, right-of-way activities, bid letting, construction, and future operation and maintenance all in accordance with the laws and policies applicable to County road projects. County agrees that its failure to comply with the terms of the Agreement may lead to the State, in its sole discretion, withdrawing funding for the project. Further, County shall also be responsible for the following:

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4.2 Professional Performance
County will be solely responsible for the professional performance and ability of County or its Design or Construction Engineering Professional. Examination by State, or any acceptance or use of the work product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product which would relieve County or its Design or Construction Engineering Professionals from any liability or expense that would be contracted with County's sole responsibility for the propriety and integrity of the professional work to be accomplished by County or its Design or Construction Engineering Professional pursuant to this agreement. That further, acceptance or approval of any of the work by State will not constitute a waiver of any rights of State to recover from County, damages that are caused by County or its Design or Construction Engineering Professional due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of County or its Design or Construction Engineering Professional, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, County or its Design or Construction Engineering Professional shall make such revisions without expense to State. County or its Design or Construction Engineering Professional's legal liability for all damages incurred by State caused by error, omission, or negligent acts of County or its Design or Construction Engineering Professional will be borne by County without liability or expense to State.

4.3 Timeline for Required Submittals
The following information and/or documents must be submitted to State by the times provided below:
4.3.1 Before County advertises the project for bid letting or begins Construction with County's own forces -
1. **Bridge or Culvert Construction Project, when constructed by a Contractor -** Final Plans Package must be submitted to State for review and approval. The Final Plans Package must include:
a. Final Construction Plans and Specifications, sealed and signed by a Nebraska licensed professional engineer.
b. Hydraulic Data Sheet, sealed and signed by a Nebraska licensed professional engineer.
c. The engineer's estimate of construction costs.
d. Load Rating Summary Sheet, including all applicable calculations, sealed and signed by a Nebraska licensed professional engineer. If the new structure is not bridge length (span less than 20 feet), no Load Rating Summary Sheet is required.
e. County's bid documents shall be written so that the bridge construction costs can be readily distinguished from roadway and other non-bridge related project costs.
2. **Bridge or Culvert Construction Project, when constructed by County's own forces -** Final Plans Package must be submitted to State for review and approval. The Final Plans Package must include:
a. Final Construction Plans and Specifications, sealed and signed by a Nebraska licensed professional engineer.
b. Hydraulic Data Sheet, sealed and signed by a Nebraska licensed professional engineer.
c. The engineer's estimate of construction costs.
d. Load Rating Summary Sheet, including all applicable calculations, sealed and signed by a Nebraska licensed professional engineer. If the new structure is not bridge length (span less than 20 feet), no Load Rating Summary Sheet is required.
e. County's bid documents shall be written so that the bridge construction costs can be readily distinguished from roadway and other non-bridge related project costs.

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a. Final Construction Plans and Specifications sealed and signed by a Nebraska licensed professional engineer.

b. Hydraulic Data Sheet, sealed and signed by a Nebraska licensed professional engineer.

c. The engineer's estimate of construction costs including a list of materials, and a breakdown of the estimated labor and equipment hours for construction.

d. Load Rating Summary Sheet, including all applicable calculations, sealed and signed by a Nebraska licensed professional engineer. If the new structure is not bridge length, (span less than 20 feet) no Load Rating Summary Sheet is required.

ii. In the event that County's proposed in Section 3 above, involve more than one culvert or bridge project (bundled), all information and/or documents above must be submitted and accepted by the State prior to County letting the projects for bids or the purchase of project materials. County shall let all bundled projects together in the same letting.

4.3.2. After County Awards a Construction Contract and/or Receives Material Invoices - County must submit to State a copy of the executed construction contract or material invoices and a proposed schedule of project construction and completion.

4.3.3. After Project Construction has been completed - County must submit to State the final project cost documentation for all culverts and bridges constructed, a complete set of as-built plans, and County's certification, on a form provided by State, that the project has been completed. County shall enter, or cause its consultant to enter, the NBIS Initial Inspection data and photographs into State's Bridge Management Software (BMS) database. If the new structure is not bridge length, the County shall notify NDOT to remove the structure from the county bridge inventory.

4.3.4. December 31, 2027 - Project Construction must be completed.

4.4. Laws and Bid Letting
County is required to comply with all laws applicable to the development, design, letting and construction of County's bridge or culvert project on a local road or street. County shall be responsible for ensuring that its contractor has sufficient training, experience, labor and equipment to properly complete the work. Further, prior to County awarding a contract to a construction contractor, County shall provide to State all needed documentation about all bids received.

4.5. Financial
County shall solely be responsible for the following project costs:

- Planning, preliminary engineering including obtaining environmental permits, final design, right-of-way, bid letting, construction engineering, operation, maintenance,

and all other project phases with the exception of bridge construction costs, which will be eligible for CBMP funding.

b. All expenses not paid by State under this agreement (the parties understand that all grading and roadway construction costs outside the limits of the bridge will not be paid by State, with the exception of guardrail).

4.6. Failure to complete construction as designed
If County does not complete the construction of this project as described or shown on the approved plans, specification and estimates or as amended by any approved change orders, County shall notify State and may be required by State, in its sole discretion, to repay State any funds provided by State for the project. State will not participate in the costs of any change order proposed by County unless County presents to State 1) the details of the proposed change order, and 2) a detailed explanation of the reasons for the change order, and State determines, in its sole discretion, that the change order will be funded as a part of this project.

4.7. Maintenance and Environmental Commitments
Upon project completion, County shall own the bridge and have jurisdictional responsibility over the bridge. County shall maintain the constructed improvements and continue to meet environmental commitments at its own expense and agree to make provisions each year for such costs. County will release and hold harmless State, from any suits brought against State arising out of County's design, construction, operation, and maintenance of or related to the project.

4.8. Change of Scope
County understands that there are limited funds available for this bridge construction and that State reserves the right, in its sole discretion, to decline funding for any scope changes proposed by County for the bridge.

4.9. Indemnification
County agrees to hold harmless, indemnify, and defend State from all claims and liability due to the error, omission, or negligence of County or those of County's agents or employees arising out of County's project and the terms of this agreement.

SECTION 6. STATE'S RESPONSIBILITIES

6.1. Submittals
State shall accept the documents submitted by the County under Section 4.3, Timeline for Required Submittals.

6.2. Financial
State's total financial obligation for the project shall be as specified in Section 3. State shall pay its share of the project to County, based on the following schedule:

- Upon County's award of a construction contract or submittal of invoices for materials or rental equipment - 70 percent of State's share. For projects being constructed with County's own forces, this final payment will be 70 percent of the State's funding split specified in Section 3.

b. Upon County's certification of project completion, submittal of all construction invoices and final review by State - the remaining 30 percent of the State's share up to the maximum total dollar amount.

SECTION 6. SUSPENSION OR TERMINATION

6.1. Suspension
State, in its sole discretion, reserves the right to suspend this agreement when State determines that there are issues related to project performance, responsiveness, or quality that must be corrected by County. State shall provide County with notice of the suspension including a description of the reason(s) for the suspension, a timeframe for County to correct the deficiencies, and when applicable, a description of the actions that must be taken for State to revoke the suspension.

A suspension may also be imposed by State for any of the reasons listed in the Termination subsection below, or for any significant change in the scope of the project that has not been previously approved by State.

Failure to correct the deficiencies identified in an extension will be grounds for the loss of funding for the project and for termination of this agreement.

6.2. Termination
This agreement may be terminated for the following reasons:

- State and County, by mutual written agreement, may terminate the agreement at any time.
- State may terminate this agreement for the following reasons:
 - Failure of County to provide the submittals or meet deadlines as set out in this agreement.
 - County's failure to cause the project to be constructed according to the approved project plans and specifications.
 - Loss of or a lack of available funds for the project.
 - County's breach of a provision of this agreement.
- Prior to State terminating this agreement, State shall provide written notice to County of the basis for termination and, when applicable, provide the County sixty (60) days to properly resolve all issues identified by State.
- County may terminate the agreement by providing written notice of termination to State, subject to subsection a. below.
- Whenever the project is terminated for any reason, County shall be solely responsible for all costs associated with County's project and County shall promptly repay all previous payments made by State.

6.3. Review and Audit
State reserves the right, but not the duty, to review County's work related to this project and reserves the right to complete a financial audit of County records for the project. County shall repay State any funds determined by audit to not be eligible or participating for this project.

SECTION 7. DRUG-FREE WORKPLACE
County shall have an acceptable and current drug-free workplace policy on file with State.

SECTION 8. FAIR EMPLOYMENT PRACTICES
If County performs any part of the work on this project itself, County shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101, through 48-1128.

SECTION 9. LATE/FEE PRESENCE IN LRA AND WORK ELIGIBILITY STATUS PROVISIONS
County agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

SECTION 10. ENTIRE AGREEMENT
This agreement contains the entire agreement of County and State. No representations were made or relied upon by County or State other than those that are expressly set forth herein. No agent, employee or other representative of County or State is empowered to alter any of the terms in this agreement unless done in writing and signed by an authorized officer of the County and State.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the County this 20th day of January, 2024.

WITNESSES:
ANTELOPE COUNTY

David Brown
County Clerk

Chad Henery
Chair, Board of Commissioners

EXECUTED by the State this ____ day of _____, 2024.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Jodi Gibson
Local Assistance Division Manager

Project No. STWD-CBMP(R)
State Control No. 009740
LPA Control No. 009740(C)
County Bridge Match Program

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Project No. STWD-CBMP(R)
State Control No. 009740
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Project No. STWD-CBMP(R)
State Control No. 009740
LPA Control No. 009740(C)
County Bridge Match Program

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Memorandum of Understanding-Nebraska Crime Commission: Madison County Attorney's Office and Antelope County Attorney's Office have partnered in efforts for the Nebraska Crime Commission. As Madison County is the lead county, they are requesting a memorandum of understanding be in place to help facilitate the agreement and corresponding paperwork and grants. Madison County Attorney, Joe Smith, is also County Attorney for Antelope County. The counties have worked together for a few years. Motion by Commissioner Jacob, seconded by Commissioner Heithoff to approve memorandum of understanding and authorize Chairman to sign same. Voting aye: Williby, Heithoff, Jacob and Henery. Nays none. Krebs absent. Motion passed.

MADISON COUNTY ATTORNEY
Joseph M. Smith
Madison County Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the following parties:

Madison County Attorney Joseph M. Smith
Antelope County Attorney Joseph M. Smith

The purpose of this MOU is to facilitate the Madison County Attorney's Office as the official applicant and "lead county" for the Nebraska Crime Commission's 2024-2027 Community-Based Juvenile Services Grant program for the Madison County area. The MOU is intended to clarify the roles and responsibilities of the Madison County Attorney's Office and the Antelope County Attorney's Office in the grant application process. The Madison County Attorney's Office shall be the lead applicant and shall be responsible for submitting the grant application to the Nebraska Crime Commission. The Antelope County Attorney's Office shall be the "lead county" for the grant application and shall be responsible for submitting the grant application to the Nebraska Crime Commission. The MOU shall be in full force and effect from the date of execution until the grant application is submitted to the Nebraska Crime Commission. The MOU shall be subject to the terms and conditions of the grant application and shall be subject to the terms and conditions of the grant award. The MOU shall be subject to the terms and conditions of the grant application and shall be subject to the terms and conditions of the grant award.

Responsibilities of the "Lead County" (Madison County):

- Serve as lead applicant for the 2024-2027 Community-Based Juvenile Services Grant program.
- Provide the required official application of administration for the 2024-2027 Community-Based Juvenile Services Grant program.
- Provide the required official application of administration for the 2024-2027 Community-Based Juvenile Services Grant program.
- Comply with all other grant requirements as needed.

Responsibilities of the other counties participating in the Official Applicant (Antelope County for the 2024-2027 Community-Based Juvenile Services Grant):

- Each county is responsible for collecting all the data and information to the Madison County Administrator for the grant application on or before 15 days after the end of the month provided. All data for the month of July 2024 have to be received by August 15, 2024.
- Each county is responsible for completing the required quarterly reports to the Crime Commission through the S&S database to be required due date in order to continue to receive the Community-Based Juvenile Services Grant.

Dated this 2nd day of January, 2024.

Joseph M. Smith
Madison County Attorney

Chad Henery
Antelope County Attorney

Joe Smith, Madison County Board of Commissioners

Snow pusher for Bobcat: Last month the County purchased a Bobcat for snow removal on Courthouse and Law Enforcement Grounds. During the recent snow storm the Sherriff and inmates worked on removal of snow. During a conversation with a local dealer, he mentioned they had a pusher on the lot for about \$1,500.00. After such, Commissioner Henery called other local dealers for an informal bid on the pusher. Bids were received from John Deere, Reinke Service and Kayton International. After review of the bids, a motion was made by Commissioner Heithoff, seconded by Commissioner Jacob to accept bid from Kayton International for a new Wemhoff 8' snow pusher with pull back for \$1,500.00. Voting aye: Williby, Heithoff, Jacob and Henery. Nays none. Krebs absent. Motion passed.

Kayton International	New Wemhoff 8' Snow Pusher with pull back	\$1,500.00
John Deere (AKRS)	2023 John Deere SP8C Snow Push	\$5,200.00
Reinke's Farm & City Service	SBB 10' Westerdorf	\$4,310.00
Reinke's Farm & City Service	SBB 8' Ironcraft	\$4,065.00

Bid Opening: 2022 Intersection Pavement:
Bid letting was advertised for three (3) weeks: a single bid was submitted. A & R Construction from Plainview submitted a bid for \$282,771.23. Estimated repair was \$375,000.00. Discussion of project. Highway Superintendent, Brian McDonald, was not present today. Today, the bid was reviewed, however no action was taken as highway superintendent has not reviewed numbers or bid. Bid acceptance will be on the agenda for next week. No further action today.

Veterans Service Officer Annual Report: Veteran Service Officer, Tom Nelson met with the Commissioners for a review and update of office activity. He reports, with the resigning of Keith Heithoff from the Elgin area and the illness of Ralph Tichota in the Clearwater area. The post commanders of various area have made recommendations for replacement. Mr. Nelson requested the Board of Commissioners to appoint the following members of the appropriate areas-all are recommend by representing posts.

Vince Sausser	07-01-2006	06-30-2027	Neligh, NE
Mark Tharnish	01-01-2024	06-30-2026	Elgin, NE (replaces Mr. Heithoff)
Randall Robertson	07-10-2017	06-30-2028	Orchard, NE
Edward Auger	07-01-2023	06-30-2024	Plainview, NE (replaces Mr. Tichota)
Don Carter	06-30-2014	06-30-2025	Tilden, NE

- Motion by Commissioner Heithoff, seconded by Commissioner Williby to appoint the Committee as presented by Mr. Nelson. Voting aye: Williby, Heithoff, Jacob and Henery. Nays none. Krebs absent. Motion passed.
- Balance in CVA checking account is \$16,917.00 spent so far is \$3082.00. He has had two (2) CVA claims and three (3) Nebraska Veteran Aid claims to approve.
- Mr. Nelson also reviewed with the Commissioners it is time to renew the VetraSpec program for Antelope County. This program allows the VSO to utilize the Department of Veterans Affairs program and helps facilitate benefits for veterans. Motion by Commissioner Heithoff, seconded by Commissioner Williby to approve the renewal and authorize Chairman to sign contract. Voting aye: Williby, Heithoff, Jacob and Henery. Nays none. Krebs absent. Motion passed.
- Mr. Nelson reviewed the numbers. He is currently tracking 661 veterans up from 418. \$5,483,000.00+ coming into Antelope County.
- Social Security and VA both have approved a 3.2% raise for this year.



Zoning Administrator Report: Megan Wingate, Zoning Administrator, met with the Commissioners for her report. She has no actual report, however requested appointments to her committees.

- Matt Klabenes and Bob Krutz Planning Commission. Motion by Commissioner Williby, seconded by Commissioner Jacob to re-appoint Matt Klabenes and Bob Krutz to the Planning Commission for three (3) year terms. Both have agreed to serve another term. Voting aye: Williby, Heithoff, Jacob and Henery. Nays none. Krebs absent. Motion passed.
- Tom Krause: Planning Commission. Motion by Commissioner Jacob, seconded by Commissioner Williby to appoint Tom Krause to a three (3) year term on the Planning Commission, replacing Phyllis Perdew. Voting aye: Williby, Heithoff, Jacob and Henery. Nays none. Krebs absent. Motion passed.

Road Superintendent Report: Mr. Boggs met with the Commissioners for regular meeting report.

- Brian McDonald, Highway Superintendent has completed a hydro study on the Sunken Gardens Bridge. Mr. Boggs has not seen the report but believes it will be forthcoming shortly.
- Access Permit: Derek Zuhlke submitted an access permit off of 531st Avenue for truck access. There is an existing access that he wants to widen, and wants to add a second. Mr. Boggs requested tabling this item until he has had time to check with Mr. Zuhlke and the lay of the land. No action today. Will be on next week's agenda.
- No further report.

Bud's Sanitation: Darrell Guthard, met with the Commissioners regarding waste and disposal of solid waste and presentation of Northeast Nebraska Solid Waste Coalition (owned by the Cities of Fremont, Columbus, and Norfolk). The Coalition is requiring all haulers, communities, counties, etc that are utilizing the transfer station to participate (be members) and sign the resolutions. This is a requirement passed down by the State of Nebraska. He does not believe this will affect the cost/price. Mr. Guthard, Bud's Sanitation, hauls a majority of Antelope County rural residents. He reports he is presenting on behalf of the waste disposal regulation. If the County does not choose to participate and sign the resolution the County's waste will not be accepted by the Coalition. Mr. Guthard reported today the coalition prices are very competitive and affordable. Motion by Commissioner Williby, seconded by Commissioner Jacob to approve participation and authorize the Chairman to sign resolution. Voting aye: Jacob, Heithoff, Williby, and Henery. Nays none. Krebs absent. Motion passed.



Executive Session 10:09 AM Motion by Commissioner Jacob, seconded by Commissioner Heithoff to meet in executive session regarding personnel issues. Voting aye: Jacob, Heithoff, Williby and Henery. Nays none. Krebs was absent. Motion passed. Met for approximately 22 minutes in the Clerk's Office Vault. In attendance of executive session County Attorney, Commissioners Williby, Heithoff, Jacob and Henery, and Road Superintendent Aaron Boggs. **10:32 AM** Motion by Commissioner Heithoff, seconded by Commissioner Jacob to close executive session and go back to regular meeting. Voting aye: Jacob, Heithoff, Williby and Henery. Nays none. Krebs was absent. Motion passed. Chairman Henery stated no action was taken during executive session.

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

The meeting adjourned at 10:33AM.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman of the Board, Charlie Henery
Attest: _____
County Clerk, Lisa Payne