

January 10th, 2023
Antelope County Board of Commissioners
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday, January 10th, 2023 at 8:06 AM in the County Commissioner's Meeting Room, Antelope County Courthouse Annex, Neligh, Nebraska. The meeting was called to order Board Vice-Chairperson, Regina Krebs with the following board members in attendance: Jacob, Williby, Heithoff and Krebs. Henery absent. Vice-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. Meetings are also available by ZOOM.

Pledge of Allegiance was recited.

Agenda: Motion by Commissioner Williby, seconded by Commissioner Jacob to approve agenda as presented. Voting aye: Jacob, Heithoff, Williby, and Krebs. Nays none. Henery absent. Motion carried.

Review of Payroll Claims.

Review of Vendor Claims.

Motion by Commissioner Williby, seconded by Commissioner Heithoff to approve **payroll claims** as presented. Voting aye: Jacob, Williby, Heithoff and Krebs. Nays none. Henery absent. Motion carried.

Motion by Commissioner Heithoff, seconded by Commissioner Jacob to **approve and pay vendor claims**. Voting aye: Jacob, Heithoff, Williby and Krebs. Henery absent. Nays none. Motion carried.

General: AMERITAS LIFE INSURANCE CORPORATION retirement 18,615.51; ANTELOPE COUNTY COURT county court fees 160.00; ANTELOPE COUNTY SHERIFF subpoena, summons, transport order 198.51; APPEARA micro wipes, linen towels, mop, floor care 36.31; APPLIED CONNECTIVE TECHNOLOGIES watchguard, monthly fee, Microsoft 365 apps, email & business services, cyber security, managed firewall, ninja rmm, vga switch w/audio 4,013.64; BLACK HILLS ENERGY heating fuel 1,960.45; BLUE CROSS BLUE SHIELD insurance 77,750.80; BOB BARKER COMPANY uniform tact pant (4) 179.96; BOMGAARS furnace filter, heat lamp bulb, halogen capsule (2), triple outlet, extension cord, puppy food, outlet strip, square shovel, mini light set (3), ice melt (6), key blank (3) 230.19; DEBORAH BRANSTITER meal at conference 29.49; CASEYS fuel 582.87; CITY OF NELIGH electricity, water, garbage 5,322.66; CITY OF NELIGH-RECYCLING recycling 250.00; CLEARFLY COMMUNICATIONS internet & phone 155.17; JUDITH COLE prior service 10.00; COLONIAL LIFE & ACCIDENT INSURANCE employee supplemental insurance 100.88; CUBBYS fuel 885.39; CUMING COUNTY ASSESSOR'S OFFICE assessor's meal at conference, 2023 northeast Nebraska county assessor association dues 40.53; DAS STATE ACCOUNTING teletype, network service charge 609.00; JEFFREY DOERR court-appointed attorney fees 2,744.39; LIZ DOERR zoning hours from october 27.57; DRIVERS LICENSE GUIDE COMPANY id checking guide for passports, postage 31.96; DUSTYS fuel 441.73; EAKES OFFICE SOLUTIONS stapler, pens (24), desk calendar, calendar refill, file folders, Clorox wipes (3), Kleenex (6) 125.56; ELGIN ONE STOP fuel 314.12; ELGIN REVIEW legal notices: proceedings (12/6, 12/12), notice of BOE (1/4), help wanted ad, notice of January meetings, notice to bidders re: mowing and snow removal 168.03; ELITE OFFICE PRODUCTS copier maintenance agreement 373.77; FEDERAL WITHHOLDING tax 10,465.23; FIRST CONCORD BENEFITS GROUP, cafeteria/125 plan 1,045.82; TAMMY GOODWIN witness fee, mileage 60.00; GREAT PLAINS COMMUNICATIONS telephone & internet 355.07; TESSA HAIN Nebraska cooperative extension association membership, professional 4H section dues 105.00; DARRELL HAMILTON prior service 11.00; LYLE HART commodities delivery 200.00; HI-WAY MART fuel 252.92; CHRISTINE HINES witness fee, mileage 70.00; HOLIDAY INN EXPRESS hotel stay during naco conference 1,979.30; JACK'S UNIFORMS & EQUIPMENT open top flashlight holder 25.95; JONNY DODGE battery, labor, material 373.25; KNOX COUNTY TREASURER county share of jeo invoice for tri-county hazard mitigation plan 2,828.12; LIBERTY NATIONAL, employee supplemental insurance 87.19; MADISON NATIONAL LIFE INSURANCE, supplemental insurance 155.07; MICROFILM IMAGING SYSTEMS, scanning equipment monthly rent-court offices 198.00; DUANE MILLER prior service 12.00; MIPS INC payroll, time and attendance, budget programs, treasurer's package, assessors administrative package, CAMA package, Marshall & Swift cost tables 4,362.87; NEBRASKA ASSOCIATION OF COUNTY OFFICIALS annual conference fee: veteran's officer, commissioner 315.00; NEBRASKA ASSOCIATION OF COUNTY OFFICIALS PLANNING & ZONING 2023 dues 40.00; NEBRASKA DISTRICT COURT CLERK ASSOCIATION new clerk's workshop, 2023 dues 125.00; NEBRASKA ASSOCIATION OF COUNTY ASSESSORS 2023 dues 60.00; NEBRASKA DEPARTMENT OF REVENUE payroll state tax 5,387.22; NEBRASKA WEED CONTROL ASSOCIATION conference registration 120.00; NELIGH POSTMASTER po box rental fee 170.00; NIELSEN INSURANCE application fee for notary 30.00; VSP-NACO VISION employee vision insurance 561.99; NORTH CENTRAL PUBLIC POWR DISTRICT electricity 34.39; OLD MILL SALES & REPAIR labor to fix snow plow, iron 145.00; PINNACLE BANK business checks, roll paper (12) 390.96; PITZER DIGITAL help wanted (bulletin, black & white, color ad (2)), dangerous dog forms, legal notice: commissioners (12/6, 12/13), notice of meetings 496.80; QUILL CORPORATION dab-n-seal (4), paper clips, scotch tape, post it's 81.36; REGION 4 BEHAVIORAL HEALTH SYSTEM quarterly dues 2,808.00; JANICE RIDDER prior service 10.00; CAROLINE SIEMS prior service 25.00; WEX BANK fuel 601.74; SOCIAL SECURITY payroll tax 25,118.28; STEALTH BROADBAND telephone and internet 1,130.09; UNIVERSITY OF NEBRASKA-LINCOLN internet for iPad 45.02; US CELLULAR sheriff's cell phones 633.71; WASHINGTON NATIONAL INSURANCE COMPANY, supplemental insurance 285.92; MEGAN WINGATE reimbursement: file folder labels 7.29; 319 GRAPHICS & T'S polo (3), embroidery, crewneck (2), print 172.50; Payroll: 129,249.19
Road&Bridge: AKRS electrical connector terminal (6), electrical connect locking device (2), bulb (2), air filter (2), floodlamp (4), hydraulic filter (3), fuel filter (2), mineral engine oil 1,146.41; AMERITAS LIFE INSURANCE CORPORATION retirement 12,731.08; BARCO MUNICIPAL PRODUCTS light bar, freight, magnetic locator w/case 1,247.38; BLACK HILLS ENERGY heating fuel 2,060.17; BLACKSTRAP sand & gravel, road salt 1,571.00; BLUE CROSS BLUE SHIELD insurance 36,194.12; BOMGAARS bathroom tissue (3), vise grip, shop towels (6), brake cleaner (6), windshield wash (8), motorcraft oil, dish soap, chop saw wheel (2), drill bit (7), heavy duty antifreeze (4), key blank (4), lockset, caulk (4), foam, deck screws, bulk bolts, water (2), mechanics set, tip (2), impact wrench, combo kit, coupler, female coupler, bushing (2), pipe nipple, torch head, penetration oil (2), propane cylinder, utility knife, foam, saw blade, reciprocation blade, brush (2), circuit tester, wrench, gloves, snow brush, sewer/drain pipe, tape measure (2), extension cord (2), power strip, ratchet strap, bottle jack, wire connector, clamp connector (4), conduit strap, diesel fuel supplement (4), wheel cut-off, fasteners (12), c clamp, star socket set, threaded rod, inkzall marker, spray paint, gloves, spray bottle, epoxy (2), knife, blades (4), flexible quik cap (2), test plug (2), pressure cap, ball valve, ultimate valve, transmission fluid (5), cut-off grinder tool, de-icer (2), wheel (2), cutting wheel, cleaning wheel, rubber mallet, power steering fluid, cable ties, protie (3), electrical tape (2), ceiling lamp holder, howe's conditioner, brush, light bulb (2), hammer (2), antifreeze, silicone sealant, Sawzall blade, drill bit set, receptacle, power plug, building wire (30) 3,506.23; CARHART LUMBER 2x12x8 board, 1x12 (6), 4x8 polystyrene (2), deck screws, ½" emt connector, 4x4 box, lamp holder, 50' wire, wire connectors 435.69; CARQUEST heater hose (10), hose clamp (4), d2 governor, 20" battery cable, trailer connector, halogen work lamp, bulk battery cable (4), battery terminal (3), alternator, shipping, fuel filter (3), thermostat, starter, injector hose kit, adapter (4), alternator, shipping 1,481.69; CATERPILLAR FINANCIAL SERVICES CORPORATION motor grader payment 40,836.22; CITY OF ELGIN garbage 60.00; CITY OF NELIGH dumpster sticker 16.00; CITY OF TILDEN sewer, water, garbage 77.02; COLONIAL LIFE & ACCIDENT INSURANCE employee supplemental insurance 18.00; COLONIAL RESEARCH CHEMICAL CORPORATION de-icer & washer concentrate, mark resistor (24) 590.60; CONSTELLATION heating fuel 229.42; CORNHUSKER INTERNATIONAL TRUCKS, INC carrier bearing assembly, prop tube nut, u joint drive shaft, u joint kit, fuel charge 485.99; CUBBYS fuel 663.88; D & M MACHINERY boxes of rags (2), sea foam (2) 57.88; DUSTYS fuel 200.32; ELGIN ONE STOP flat washer (6), hex

lock nut (6), screws (6), square point shovel, toilet seat, dish detergent, toilet flush lever, gorilla tape, electrical tape 63.59; ELKHORN RURAL PUBLIC POWER DISTRICT electricity, yard light rental (5) 643.05; FARMERS PRIDE diesel, propane, liquid ice melt 24,479.92; FEDERAL WITHHOLDING tax 8,917.86; FIRST CONCORD BENEFITS GROUP, cafeteria/125 plan 233.33; FRONTIER COMMUNICATIONS telephone & internet 321.97; GRAHAM TIRE NORFOLK tires (4), state tire fee 775.88; GREAT PLAINS COMMUNICATIONS telephone, internet 270.22; HOLIDAY INN EXPRESS hotel stay during naco conference 144.95; ISLAND SUPPLY WELDING welding gas (oxygen, c25, stargon, acetylene) 199.36; JOEL SINCLAIR 1” crushed gravel, delivery 25,103.03; JEO CONSULTING GROUP general engineering, preliminary design, bidding & negotiation, construction services, personal services 12,496.25; DUANE JONES running boards (2) 150.00; JONNY DODGE dot inspection (2); labor to replace shoes & drums, brake shoes (2); labor to replace rite center hub seal, cap gasket & clean up grease, cr seal, cap gasket, lube; labor to replace left front hub seal, cap gasket & clean up grease, lube, cr seal, cap gasket 996.63; K & S DOOR CO INC 20’2”X14’1” door, weather strip, perimeter seal, remove old door, bar operator, steel jambs, labor 9,423.00; KAYTON INTERNATIONAL bobcat rental, antifreeze 5,038.57; LEIGH KLUTHE reimbursement for tow 100.00; LAWSON PRODUCTS hex cap screw (20), mechanics drill bit (7), lens cleaner towelettes (4), tarp strap (20), hex nut (25), plow bolt (50), steel flange nut (25), heavy hex nut (25) 265.63; LAZY T TIRE & IMPLEMENT tire repair 30.00; LIBERTY NATIONAL, employee supplemental insurance 235.77; MADISON NATIONAL LIFE INSURANCE, supplemental insurance 62.56; MATTEO SAND & GRAVEL road gravel 2,824.50; MURPHY TRACTOR-POWER PLAN light bracket kit for grader, blue led, freight, labor to travel & install light assemble, wired up light, installed software 2,135.46; N&B GAS bulk diesel 1,432.00; NEBRASKA CHILD SUPPORT PAYMENT CENTER child support 153.00; NEBRASKA DEPARTMENT OF REVENUE payroll tax 4,276.48; NEBRASKA PUBLIC POWER DISTRICT electricity 255.01; NELIGH AUTO & MACHINE oil filter, air filter, oil, earplugs, power steering fluid, mini torch, shrink butt, shrink butt connector, brake parts cleaner, electrical tape, force blade, rain x, ice blades, gauge, freight, exhaust wrap, 688.75; NETCOM INC installed radio in maintainer, partially install antenna, power unite lights exchanged, replaced broken antenna, installed new radio 921.00; VSP-NACO VISION INSURANCE eye insurance 298.36; NORTH CENTRAL PUBLIC POWER DISTRICT electricity 297.40; NORTHEAST NEBRASKA TELEPHONE COMPANY telephone and internet 75.91; QUALITY IRON & METAL square tube, flat strips 53.43; QUICK SERVE OIL oil change, oil filter, mount and balance, TPMS reset, tire mount and dismount, shop supplies, labor, o-rings, valve stems, disposal fee, fuel 1,345.03; RAZOR TRACKING INC monthly service fee – tracking vehicles/equipment 965.00; RDO TRUCK CENTER bucket cover 63.71; ROSE EQUIPMENT INC LeeBoy L300T Tack Trailer rental period 1,125.00; ROYAL ONE STOP gasoline 705.61; RUETERS RED POWER INC stop flashing lights, shipping 124.62; RYANS TRUCK&TRACTOR scanning ABS codes 100.00; SANNE REPAIR towing, fuel pump, shop supplies, drain fuel tank, drop fuel tank, replace fuel pump, assay 707.63; SAPP BRO PETRO bulk diesel 4,753.46; WEX BANK fuel, gasoline 899.48; SOCIAL SECURITY payroll tax 18,105.82; SPENCER QUARRIES INC (over payment from December – check returned) 3,022.34; STATE OF NEBRASKA DEPARTMENT OF REVENUE motor fuels 1,445.00; STEALTH BROADBAND telephone and internet 94.79; CHAD STEVENS drivers school for CDL 450.00; TRUCK CENTER OF NORFOLK fuel water separator, hydro spin filter 131.49; VILLAGE OF BRUNSWICK water, sewer, trash 54.50; VILLAGE OF CLEARWATER trash, sewer, water 67.75; VILLAGE OF ORCHARD trash, sewer, water 53.30; WASHINGTON NATIONAL INSURANCE employee supplemental insurance 277.90; Payroll 90,710.46

Register of Deeds: MIPS register of deeds, Nebraska Deeds Online 342.80;

Disaster 2019 Flood: JEO CONSULTING GROUP engineering fees 1,497.50;

Law Enforcement: ANTELOPE MEMORIAL HOSPITAL FAMILY PRACTICE inmate medical expense 212.00; CASH-WA DISTRIBUTING vanilla extract, syrup, taco seasoning, dehydrated onions, soft serve mix, carrots, juice, waffles, egg noodles, fruit cocktail, pasta, soft serve, cabbage dry slaw mix, pork rib patty, chicken breast patty, fruit cocktail, diced peaches, tomatoes, sliced pears, mandarin oranges, ground beef, potatoes, fries, spudbites, salt, diced tomatoes, tomato juice, sliced cheese, soft serve, potatoes, juice 2,121.16; CHARM-TEX tumbler (2), freight 325.80; COAST TO COAST COMPUTER PRODUCTS ink cartridges (14) 519.86; CULLIGAN 5 gallons water (11), transportation fee 94.75; FAITH REGIONAL HEALTH SERVICES inmate medical expense 279.00; HEARTLAND COUNSELING SERVICES officer therapy visit 120.00; HEARTLAND VET CLINIC canine euthanasia 92.00; HILAND DAIRY milk 521.08; MENARDS Lysol (8), mr clean (10) 127.04; NELIGH FAMILY DENTISTRY inmate medical expense 133.00; ODP BUSINESS SOLUTIONS, LLC prong paper fasteners (4) 45.56; POLLARD PUMPING pump outside grease tank (2), disposal, labor&extra person 810.00; WANEK PHARMACY inmate medical expense 1,815.91;

Commissary: BOMGAARS mens boot, socks, gloves (2) 83.96; CASH-WA DISTRIBUTING sweetarts, hot chocolate 160.41; KEEFE SUPPLY freeze dried coffee (3) 108.00; PINNACLE BANK jack links (12), toothpaste (24), single ticket roll (7), devotional book, why the nativity dvd, body wash (12), pop tarts (4), uno cards (5), phase 10 card game (5), 8 pack powerade (24), can’t hurt me book, shipping, dove bar soap (36), hidden message word (4), shipping, adult coloring books (2), coconut oil (10) 657.87;

Building: BOYDS ELECTRICAL SERVICE conduit, connector, coupler, strap, carflex, flex connector, 4 square box, 4 square blank plate, 12 thin wire, damper fan, weatherhood, axial fan, speed control, labor 2,968.19.

Pledge Collateral is at \$4,025,000.00, and \$250,000.00 FDIC insured.

Minutes: Minutes of the December 13th, 2022, Board Meeting: Motion by Commissioner Jacob, seconded by Commissioner Williby to approve minutes as presented. Voting aye: Jacob, Heithoff, Williby and Krebs. Henery absent. Nays none. Motion carried.

There being no more old business to discuss.

9:10 AM The Antelope County Board of Commissioners convened in regular session on Tuesday, January 10th, 2023, at 9:10 AM in the County Commissioner’s Room, Antelope County Courthouse Annex, Neligh, Nebraska. Reorganization of the Commissioners was addressed first.

Reorganization: Clerk, Lisa Payne calls for nominations from the floor for **2023 Chairperson**. Nomination for Charlie Henery as Chairman from Commissioner Jacob. Clerk again calls for nominations. No response. The clerk calls for the third time for nominations. Motion by Commissioner Krebs to cease nominations and appoint Commissioner Henery as 2023 Chairman. Voting aye: Jacob, Williby, Heithoff and Krebs. Henery absent. Nays none. Motion carried.

Clerk, Lisa Payne calls for nominations from the floor for **2023 Vice-Chairperson**. Commissioner Williby nominates Commissioner Heithoff for Vice Chairperson. The clerk calls for the second and third time for nominations. Commissioner Krebs motioned to have nominations cease and appoint Commissioner Heithoff as Vice Chairperson for the 2023 year, seconded by Commissioner Jacob. Voting aye: Jacob, Williby, Heithoff and Krebs. Nays none. Henery absent. Motion carried.

Holidays 2023: Discussion of Holidays to be observed in 2023. The following list was reviewed and discussed. Motion by Commissioner Heithoff, seconded by Commissioner Jacob to approve the Holidays as listed, accordingly the County will also observe all Holidays declared by Federal or State Government. In addition, in 2023 as in 2022 **all** holidays for **every** department (Road & Bridge, Courthouse, Sheriff, Janitorial Personnel, etc.), will be paid at 7.5 hours. Except for the half day holidays in which 3.5 hours (1 PM closing). All Full-Time employees will be entitled to Holiday Pay. Voting aye: Heithoff, Williby, Jacob and Krebs. Henery absent. Nays none. Motion carried.

<u>Date</u>	<u>Holiday</u>	<u>Day</u>	
January 2, 2023	New Year’s Day (1 st) Sunday	Monday	7.5
January 16, 2023	Martin Luther King Day	Monday	7.5
February 20, 2023	President’s Day	Monday	7.5
April 7, 2023	Good Friday	Friday 1:00 pm	3.5
April 28, 2023	Arbor Day	Friday	7.5
May 29, 2023	Memorial Day	Monday	7.5
June 19, 2023	Juneteenth (19 th)	Monday	7.5
July 4, 2023	4 th of July	Tuesday	7.5

September 4, 2023	Labor Day	Monday	7.5
October 9, 2023	Columbus Day	Monday	7.5
November 10, 2023	Veteran's Day (11 th) Saturday	Friday	7.5
November 23, 2023	Thanksgiving	Thursday	7.5
November 24, 2023	Thanksgiving Friday	Friday	7.5
December 25, 2023	Christmas Day	Monday	7.5
January 1, 2024	New Year's Day	Monday	7.5
If the Federal Government or State of Nebraska declares a holiday the County will follow same.			

Correspondence was reviewed: calendar from Berggren Architects; Dean Smith email regarding appointment to NCDHD Board, Imprest Account pledge collateral; list of holidays 2024; Letter from Ryan Furstenau regarding the T intersection at 849th Road and 525th Avenue; Comprehensive Plan and Zoning Regulations contract for services; catastrophic leave policy and resolution; semi-tractor comparison; Northeast Nebraska Area Agency on Aging letter regarding 2023 committee appointments; listing of 2022 Commissioner committee appointments; Extension Board Applications; Snow Removal Plan and Map; North Central District Health Department appointment letter; Nebraska Community Foundation thank you letter for Improvement Grant; Certificate of Liability Insurance forms (6).

The Treasurer's December Fund Balance Report was reviewed and put on file.

The Treasurer's December Miscellaneous Revenue Report was reviewed and put on file.

The Sheriff's December Miscellaneous Fee Report was reviewed and put on file.

The Sheriff's November Miscellaneous Fee Report was reviewed and put on file.

The Clerk of the District Court December Miscellaneous Fee Report was reviewed and put on file.

Zoning Permit Report for December was reviewed and put on file.

Zoning Permit Report for Year 2022 was reviewed and put on file.

516th Avenue: Fred Thiele, Antelope County Landowner, met with the Commissioners regarding 516th Avenue north of Clearwater. This road goes out past the cemetery. This road was hard surfaced and was ground a couple of years ago, with the promise of having a more stable road. The stretch of 516th between the bridges is due to be hard surfaced this spring. The bidding has been accepted, to be completed during construction season 2023. This item was not on the agenda prior to the deadline, and was included for discussion only. No action taken today.

2023 Appointed Official Appointments:

- Motion by Commissioner Krebs, seconded by Commissioner Heithoff to appoint **Tom Nelson as the Veterans Service Office** for 2023. Voting aye: Krebs, Jacob, Williby and Heithoff. Nays none. Henery absent. Motion carried.
- Motion by Commissioner Krebs, seconded by Commissioner Heithoff to appoint **Bryan Cornett as the Weed Superintendent** for 2023. Voting aye: Krebs, Jacob, Williby and Heithoff. Nays none. Henery absent. Motion carried.
- Motion by Commissioner Krebs, seconded by Commissioner Heithoff to appoint **Megan Wingate as the Antelope County Zoning Administrator** for 2023. Voting aye: Krebs, Jacob, Williby and Heithoff. Nays none. Henery absent. Motion carried.
- Motion by Commissioner Krebs, seconded by Commissioner Heithoff to appoint **LaVern Schroeder as the Antelope County Surveyor** for 2023. Voting aye: Krebs, Jacob, Williby and Heithoff. Nays none. Henery absent. Motion carried.
- Motion by Commissioner Krebs, seconded by Commissioner Heithoff to appoint **Brian McDonald as the Antelope County Highway Superintendent** for 2023. Voting aye: Krebs, Jacob, Williby and Heithoff. Nays none. Henery absent. Motion carried.

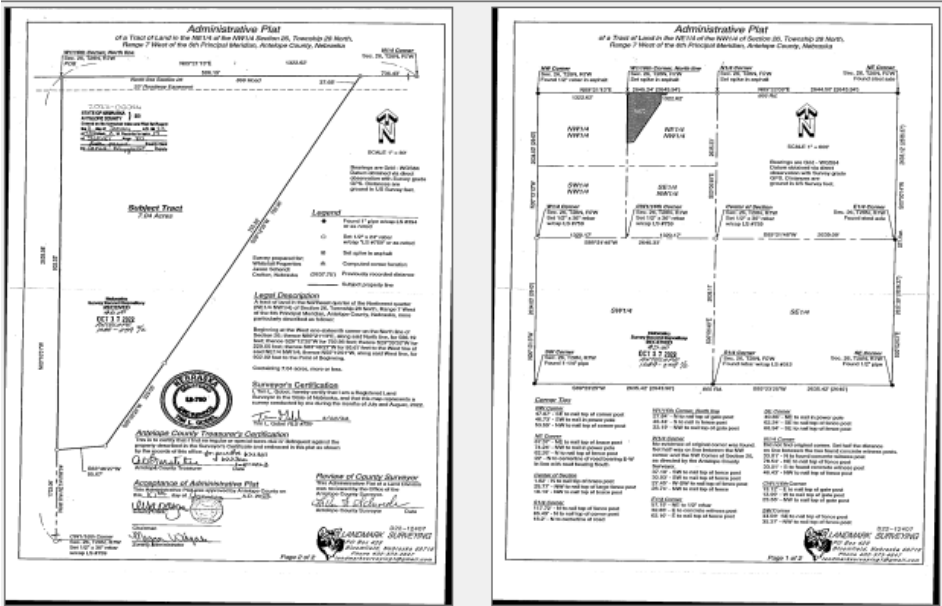
Quarterly Jail Inspection: Commissioners Jacob and Heithoff will complete the inspection after today's meeting.

Public Defender Contract: Deputy County Attorney, Joe Smith met with the Commissioners regarding the Public Defender Contract which had expired in 2015. Mr. Smith recommends a 20% increase. The current contract is at \$38,000.00, and a 20% increase is looking at an increase of \$7,600.00. Mr. Pat Carney (appointed Public Defender) agreed and expressed an interest in continuing. He voiced he likes to work with the Antelope County cliental. Mr. Smith will work with Mr. Carney on the fine points of the contract. Mr. Smith recommended approving the contract for two (2) years and increasing the contract to \$45,600.00 with a January renewal. The current contract will run from January 2022 to January 2024. Motion by Commissioner Heithoff, seconded by Commissioner Jacob to approve said contract. Voting aye: Krebs, Jacob, Williby and Heithoff. Nays none. Henery absent. Motion carried. The contract will be presented in February for signature.

Summit Carbon Solutions: Robert Latimer representing Summit Carbon Solutions for a project update. Accompanying Mr. Latimer was Ben Fuller, relationship manager, and project manager, Brent Niese. Mr. Latimer gave a review and update for approximately 30 minutes. Summit Carbon Solutions is based out of Ames, Iowa. The carbon dioxide is pressurized into a liquid formation and would be piped to North Dakota where it will be stored underground in the rock formations for hundreds of years. Nebraska will have 317 miles of pipeline, currently approximately 54% of easement right of ways have been acquired. There is approximately 27miles of 6-inch line in Antelope County there is approximately 45% of the easement miles has been acquired. Summit is proposing an August 2023 project construction timeline. Map and information – were presented. They are predicting a centrally assessed value at approximately \$700K. Isolation valves are no more than 20 miles apart – Antelope County will have a single isolation valve. There will be two (2) pumping stations in the State of Nebraska – none being in Antelope County. The product going through the pipeline will be at an ambient temperature – initially it will be approximately 120 degrees. Hazards discussed – atmospheric conditions – as it comes out of ethanol plants it is at 95% purity. There may be a pinhole (quarter size) break which will be controlled at a station which will be constantly monitored. The plan is to be no closer than 330 feet from a home. Wind is better if a leak should happen because it would help displace the gas. The top of the pipe will be at least four (4) feet. The construction process across Nebraska will be three (3) to four (4) months. The actual hole will be open after the pipe is placed. They will utilize extra heavy wall pipes and extra coating. Local businesses – they will be contacting and contracting as the project goes on. The pipeline in Nebraska will employ 1300-1400 people after the construction timeline. Holt County just updated their pipeline regulations, and Summit meets their current regulations. There are shut off valves built into the pipeline. They promised to be back in a couple of months for another update. They wanted to make sure the 'right' story is out there.

Zoning Administrator Report: Ms. Wingate met with the Commissioners to review permit reports and the following items:

- Ms. Wingate asked for re-appointment of Dan Zwingman and Greg Wortman for the Planning and Zoning Board. This is a three-year term. Motion by Commissioner Krebs, seconded by Commissioner Williby to appoint Greg Wortman and Dan Zwingman for an additional term. Voting aye: Krebs, Williby, Jacob, and Heithoff. Henery absent. Nays none. Motion carried.
- Ms. Wingate presented an Administrative Plat for David and Cynthia Pieke. The Administrative Plat for 7.04 acres is split from parent parcel also owned by the Pieke's. This is being requested for the purpose of separating the house sites from the Family parcel. This parcel lies in the NW¼NE¼NW¼ of Section 26, Township 28, Range 7 West of the 6th PM, Antelope County, Nebraska. Megan has no issues or concerns, setbacks are met. Motion by Commissioner Williby, seconded by Commissioner Jacob to approve the Administrative Plat for 7.04 Acres. Voting aye: Krebs, Williby, Jacob, and Heithoff. Henery absent. Nays none. Motion carried.



- Ms. Wingate has been working with Keith Marvin to contract the update of the Comprehensive Plan and the Zoning Regulations. The contract price is \$22,000.00. Mr. Marvin will work with the zoning administrator and the Planning & Zoning Board both in person and via zoom. The contract does have a couple of public meetings built in. Mr. Marvin was the only response to the bid request. Motion by Commissioner Jacob, seconded by Commissioner Williby to accept the bid as submitted. Voting aye: Krebs, Williby, Jacob, and Heithoff. Henery absent. Nays none. Motion carried.

CONTRACT FOR SERVICES

Antelope County, Nebraska
Comprehensive Plan and Zoning Regulations

This agreement between Antelope County, Nebraska (County) and Marvin Planning Consultants (MPC) is hereby entered into this 10th day of June, 2023. This agreement shall consist of this document and such other drawings, conditions and stipulations as shall be mutually agreed to and attached hereto.

The purpose of this agreement is for the project entitled Antelope County, Nebraska Comprehensive Plan and Zoning Regulations. A scope of services to be performed under this agreement is contained in Section 1. Such work shall begin upon signing of this document and is estimated to be substantially complete by March 2024. Modification or additions to this schedule may be authorized by mutual consent of the County and MPC.

SECTION 1 - Scope of Services

A. MPC shall provide the following services to the County:
See Attachment #1

MPC may combine reports listed above in order to facilitate review and comment. Additional services may be performed by MPC at the direction of the County and with modification to the contract amount in Section 2. Such services shall be mutually agreed to and attached to this document.

The standard of care for all professional services performed or furnished by MPC under this Agreement will be the care and skill ordinarily used by members of the MPC's profession practicing under similar conditions of the same time and in the same locality. MPC makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with services provided.

All documents prepared or furnished by MPC pursuant to this Agreement are instruments of service developed exclusively for use of the County, and MPC shall retain an ownership and property interest therein. Other reuse of any such documents by County shall be at County's sole risk, and County agrees to indemnify, and hold MPC harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by County or by others acting through County.

B. COUNTY shall provide the following:

1. A project manager as a direct liaison with MPC to provide instruction and direction on behalf of the County.
2. Provide all printed materials for meetings prior to the final documents being printed.
3. As needed, copies of all existing base maps owned by or in the possession of the County.
4. Copies of all studies and data in its possession or that it may obtain that are relevant to the performance of this contract.
5. Reasonable assistance in contacting residents and agencies, scheduling activities and distributing information about the project.
6. Arrange for site access to and make of provisions for MPC and MPC's Consultants to enter upon public and private property as required for MPC to perform services under this Agreement.
7. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals and other documents presented by MPC (including obtaining advice of an attorney and other consultants as County deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
8. Give prompt written notice to MPC whenever County observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of MPC services, or any defect or nonconformance in MPC's services or in the work of any Subconsultant.
9. Review by County Attorney of documents and regulations for conformity with existing local, state and federal law and regulations.
10. MPC shall be entitled to use and rely upon all such information and services provided by County or others in performing services under this Agreement.

SECTION 2 - Contract Sum and Payment

The County shall pay MPC a fixed fee of \$22,000.00 for the performance of the scope of services in Section 1.

The County will be billed monthly for services completed and performed to date. All invoices not paid within 30 days will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if any) from said day.

In addition, MPC may, after giving seven days written notice to County, suspend services under this Agreement until MPC has been paid in full all amounts due for services, expenses, and other related charges.

Additional services as may be agreed to and as may be added to Section 1.A above shall be billed in accordance with the agreement or addendum authorizing such service.

SECTION 3 - General Considerations

A. **Controlling Law**
This Agreement is to be governed by the law of the State of Nebraska.

B. **Successors and Assigns**
Neither party shall assign, subcontract, or transfer its rights, interests or obligations under this Agreement without the express written consent of the other party.

C. **Unless expressly provided otherwise in this Agreement:**
1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by MPC to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety or employee of any of them, or give any rights or benefits under this Agreement to anyone other than County and MPC.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of County and MPC and not for the benefit of any other party.

D. **Notices**
Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notice shall be effective upon the date of receipt.

E. **Severability and Waiver**
Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and MPC, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

F. **Termination of Contract**
Either party may at any time, upon seven (7) days prior written notice to the other party, terminate this Agreement. Upon such termination, County shall pay to MPC all amounts owing to MPC under this Agreement for all work performed up to the effective date of termination.

Signed this 10th day of June, 2023.

Antelope County, Nebraska
Marvin Planning Consultants, Inc.

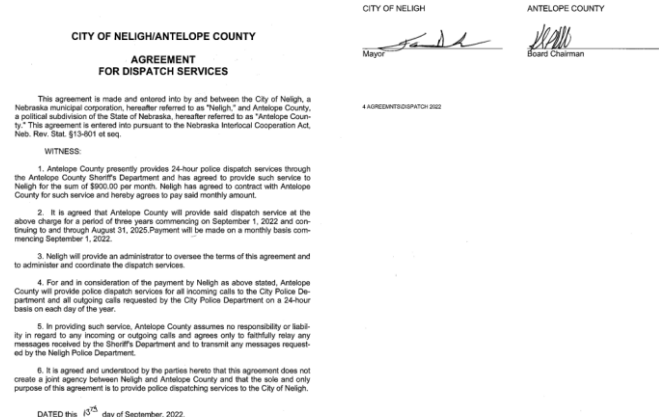
Keith A. Marvin, ACP, President

Attest:

- No further report.

10:18 AM Board of Equalization: Motion by Commissioner Williby, seconded by Commissioner Jacob to open as Board of Equalization. Met for approximately three (3) minutes. 10:21 AM Motion by Commissioner Williby, seconded by Commissioner Jacob to close Board of Equalization and go back to regular session. See BOE minutes.

Sheriff Dispatch with City of Neligh Contract: Neligh City has a contract with the Sheriff's Department for dispatching services. The contract is in place and is presented today for renewal. Motion by Commissioner Jacob, seconded by Commissioner Williby to approve contract. Voting aye: Jacob, Williby, Krebs, and Heithoff. Henery absent. Nays none. Motion carried.



Courthouse Maintenance: In follow-up of the maintenance position and bid for snow removal/mowing publication: The clerk reports she did not receive any bids and has a single application. Short discussion. No action. It will be on the agenda for February 7th, 2023.

Improvement Grant Fund Balance – table until February.

Catastrophic Leave Policy: Over the past couple of months Road Foreman Leigh Kluthe has been working with former Commissioner Pedersen at the request of several employees on a catastrophic leave policy. This policy allows the employees of Antelope County to donate leave to a leave bank in which the hours are converted to a dollar amount to be utilized by employees who are without paid leave for whatever reason to have a bank of time to be utilized to allow the receiving employee to be paid for time that would normally be without pay. The County Attorney has signed off. Motion by Commissioner Williby, seconded by Commissioner Heithoff to approve the leave policy and resolution as presented. Voting aye: Jacob, Williby, Krebs, and Heithoff. Henery absent. Nays none. Motion carried.

CATASTROPHIC LEAVE POLICY
ANTELOPE COUNTY RESOLUTION
2023-01-0001

WHEREAS Antelope County Employees earn leave on an annual basis, and
WHEREAS Antelope County Employees may accumulate leave in excess of needed amounts; and where these employees may desire to share the time with an employee who is undergoing a medical condition or personal hardship; and


WHEREAS Antelope County Board of Commissioners is authorized pursuant to Neb. Rev. Stat. 23-101 through 23-145, to perform all act in relation to the concerns of the County necessary to exercise its corporate power, including the establishment of leave sharing of Antelope County Employees; and

WHEREAS Antelope County Board of Commissioners wishes to establish and implement a Catastrophic Leave policy to implement good will and help with these personal hardships.

WHEREFORE, BE IT RESOLVED by the governing body of the County of Antelope, Nebraska, that the County Board of Antelope County adopt the following policy regarding the Catastrophic Leave Sharing.

PASSED AND APPROVED THIS 3rd DAY OF January 2023.


Antelope County Board Chairman

ATTEST: 
Antelope County Clerk

Motion by Commissioner Williby, seconded by Commissioner Heithoff to approve and adopt said resolution.

4 Yays 0 Nays 1 Absent - Abstain

Said resolution is adopted as presented.

Catastrophic Illness Leave - Donation and Recipient Policy

PRACTICE/POLICY

Antelope County recognizes that employees, or their immediate family members, may suffer from a catastrophic illness or non-work-related injury requiring extensive medical treatment or rehabilitation that causes a severe impact to the employee, resulting in a need for additional time off in excess of their available leave bank. To address this need, all eligible employees will be allowed to donate or receive donated time in accordance with the criteria outlined below. Donations are strictly on a voluntary basis.

PROCEDURES

Employees Eligible to Donate Leave

To be eligible to donate leave pursuant to this policy, employees (donors) are subject to the following conditions:

- Donors must be employees who earn leave and have been employed a minimum of 12 consecutive months. For re-instated employees, previous service time does not apply.
- Employees must submit a "Catastrophic Leave Donation Request Form", such form requires review and approval from the Antelope County Board, or its designee, before employee can be considered a viable donor.
- Donors will not be informed of the name(s) of recipient(s).
- At separation from the County, employees have the option to donate accrued sick or vacation leave to the Catastrophic Leave Bank.
- Employees must not have solicited or accepted anything of value in exchange for the donation.
- Employees may not donate more than 50 percent of their current vacation or sick leave balance (combination of) leave bank below 120 hours when making a donation. The minimum donation is 8 hours.
- Employees may donate leave only from their vacation, or sick banks (any combination of), employees may not donate comp time.
- Employees who are currently on an approved leave of absence cannot donate leave time.
- A donor's leave is not taxable to his/her regular rate of pay.

Employees Eligible to Receive Donated Leave

To be eligible to receive donated leave pursuant to this policy, employees (recipients) are subject to the following conditions:

- Recipients must be employees who have satisfactorily completed a minimum of three (3) consecutive months. For re-instated employees, previous service time does not apply.
- The employee must be suffering from a catastrophic illness or non-work injury which incapacitates the employee or a member of the employee's immediate family. In relation to this policy, "immediate family" shall mean: A spouse, son, son-in-law, daughter, daughter-in-law, grandparent, parent, parent-in-law, grandparent-in-law, or grandchild of the employee. To include family members residing in the employee's residence. Examples of a "catastrophic illness" can be defined, but not limited to:
 - An illness that poses a threat to the employee's life, or a member of the employee's immediate family's life (e.g., most cancers).
 - Requires inpatient or hospice health care.
 - Non-elective surgery (complications that arise from this type of surgery may qualify).
 - A period of incapacity due to pregnancy-related complications or child birth (e.g., bed rest).
 - Prevents the employee from working for an extended period of time.
- The employee must provide medical certification satisfactory to Antelope County that supports the reason for donated leave.
- The employee must have exhausted all of his/her paid leave.
- If the employee is receiving any other supplemental payments (e.g., workers' compensation or employee-sponsored disability), he/she will only be eligible to receive donated leave up to 100 percent of normal wages between the supplemental payments and the donated leave (e.g., if employee is receiving two-thirds of his/her salary through Antelope County's Workers' Comp program, then the employee would only be eligible to receive donated leave time equal to one-third of his/her wages).
- Donated leave may only be used for time off related to the approved request. Leave time donated that is in excess of the time off needed will be returned to Antelope County's Donated Leave Pool.
- Employees cannot accrue leave time while using employee-donated leave.
- While using leave under this policy and/or in combination with other leave policies, an employee's eligibility for insurance benefits will be evaluated on a case-by-case basis, excluding FMLA time, based on Antelope County's insurance carrier's determination.
- An employee's request for donated leave may be approved for up to 160 hours (forty-four hours/week) of leave per request. After that, the Committee will review and make a recommendation if additional employee-donated leave is needed and make recommendations on a case-by-case basis. I.E. Employees currently working 40 hours can be awarded up to 160 hours; employees currently working 30 hours can be awarded up to 120 hours. The employee will be paid the normal number of work hours while using catastrophic leave.
- Recipients must not have solicited anything of value in exchange for the donation.
- The recipient will not be informed of the name(s) of the donor(s).
- Donated leave is taxable to the recipient at his/her regular rate of pay.
- In accordance with the Family Medical Leave Act of 1993 (FMLA), the maximum amount of donated leave an employee receives shall not exceed twelve (12) weeks or 480 hours.
- If a holiday falls during an employee's catastrophic leave period, the holiday will count as part of the employee's catastrophic leave.
- Donated Catastrophic Leave Bank hours may not be used to extend employment beyond the point that it would otherwise end by rate or law. For example, if an employee would have otherwise been

terminated due to layoff or other reason, donated Catastrophic Leave Bank hours may not be used to extend employment.
p) Eligibility shall cease when the employee can return to work, or the family member is once again able to care for him/herself.

How to Apply for Donated Leave

Employees who believe they may have a need for donated leave must initiate their request as soon as they become aware of the need. Leave should not be taken with the expectation that donated leave will be granted.

An employee who is eligible for catastrophic leave shall complete the "Catastrophic Leave Donation Request Form" and submit it to his/her supervisor, who shall submit the request to the Antelope County Catastrophic Leave Committee, or his/her designee. Upon receipt of an employee's request, the Antelope County Catastrophic Leave Committee shall review the request. The Antelope County Catastrophic Leave Committee shall have sole discretion in approving requests, taking into consideration undue hardship to the County. Its decision is final and non-grievable.
If more than one request is pending for donated leave, the requests will be considered on a case-by-case basis.

How Donated Leave is Administered

- Antelope County maintains a "Donated Leave Pool" that is administered by the Antelope County Clerk, or its designee, and shall be provided in accordance with all applicable state and federal laws pursuant to an IRS bona fide employer-sponsored leave-sharing plan.
- The Antelope County Clerk, or its designee, shall be responsible for providing an annual update of the usage of the Donated Leave Pool (e.g., number of hours donated and used, but not the names of the donors or recipients) to the Antelope County Board of Commissioners.
- Donated leave may only be used for time off related to the approved request. Donated leave time that is in excess of the recipient's needed time off will be returned to Antelope County's Donated Leave Pool.
- Employees donating their time are doing so strictly on a voluntary basis and will have their vacation, and/or sick leave banks irrevocably reduced for the amount of time transferred to the Donated Leave Pool.
- The dollar value of donated leave in the Donated Leave Pool will be determined based upon the donor's hourly rate and amount of leave donated. In withdrawing leave, the recipient's hourly rate will be used to compute the amount of leave received. For example, if an employee earning \$7/hour transfers 40 hours of leave to the Pool, this will have a value of \$280. If a recipient is earning \$14/hour and receives 20 hours of leave, that would require a transfer of \$280 from the Pool.
- Vacation and sick leave transferred to the Catastrophic Leave Pool will be provided in writing to the donor and a copy to the Elected Official and/or Department Head.
- All applications requesting or donating leave, as well as medical information, will be kept confidential and are not included as a part of an employee's regular personnel file.
- The Catastrophic Leave Committee referred to throughout this document shall consist of the employee's immediate supervisor/elected official, Antelope County Attorney, Antelope County Board of Commissioners' Chairperson, and the Antelope County Clerk (payroll representative).

ANTELOPE COUNTY

Catastrophic Illness Donation Request Form

(To be completed by Requesting Employee)

_____, an employee in _____ (Department) has requested Catastrophic Leave donation under our Catastrophic Leave Program and meets the conditions of our Catastrophic Leave Program per the attached medical documentation. My signature hereto acknowledges that I agree to release, indemnify, and hold harmless, Antelope County from any date I might have relating to the release of only my name to County Departments advising that I am eligible for Catastrophic Leave Donations.

- I am requesting Catastrophic Leave Donations for my own serious illness.
 I am requesting Catastrophic Leave Donations for:
 Time Request for Name: _____
Address/Phone: _____

I certify that the following has been met:
 I have exhausted my own paid leave including sick leave and vacation leave.
 I have, and/or will be absent due to this illness/injury.
 I have not nor will not offer anything of value in exchange for leave donations.
 I understand that if I receive donated leave it becomes wages for employment for tax purposes.

I am requesting approximately _____ hours of catastrophic leave.

Employee Signature _____ Date _____

APPROVED: _____ Date _____
Department Head

APPROVED: _____ Date _____
Human Resources Director

Employee: Forward this request form and medical documentation from your physician to your department head.

Antelope County
Catastrophic Leave Donation Authorization

_____, an employee in the _____, has requested to donate sick and/or vacation hours to Antelope County's Catastrophic Leave Program. This employee meets the conditions of our Catastrophic Leave Program donation. If you wish to donate, please complete the form below and return to the Antelope County Clerk's Office.

If you have questions, please contact the Antelope County Clerk at 402.887.4116.

Catastrophic Leave Donation Authorization Form

DONATING EMPLOYEE'S NAME: _____
ADDRESS: _____

To be eligible to donate vacation/sick leave:

- Donations must be made in no less than 8 hours.
- Donations must not have solicited nor accepted anything of value in exchange for the donation.
- After donating sick/vacation leave, you must have at least 120 hours of accrued leave remaining.

I wish to contribute _____ sick hours to the Catastrophic Leave Bank. (Donations must be at least 8 hours.) I understand that any time donated will be left in the Catastrophic Leave Donation Pool, until such time it is awarded/allotted to an employee in need.

I wish to contribute _____ vacation hours to the Catastrophic Leave Bank. (Donations must be at least 8 hours.) I understand that any time donated will be left in the Catastrophic Leave Donation Pool, until such time it is awarded/allotted to an employee in need.

I understand that my sick and/or vacation balance will be decreased by the hours I am donating and that my sick/vacation leave shall be irrevocably reduced.

Employee's Name _____

Employee Signature _____ Date _____

Witness Name _____

Witness Signature _____ Date _____

For Office Use Only:

Current Sick Hours Accumulated: _____

Current Vacation Hours Accumulated: _____

Amount employee wishes to donate: _____ Employer Balance: _____

Approved by and date: _____

Credited by and date: _____

Appointment of Extension Board Members: Brittany Spieker, UNL Extension Educator met with the Board regarding appointments. The applicants have filled out and filed applications and a recommendation is presented from the Extension Board/Office. Motion by Commissioner Krebs, seconded by Commissioner Jacob to approve and appoint Bev Krutz to District 1, Extension Board. Voting aye: Jacob, Williby, Heithoff, and Krebs. Henery absent. Nays none. Motion carried. The recommendation of DeManda McGowen for District 3 is presented from the Extension Board/Office. Motion by Commissioner Williby, seconded by Commissioner Heithoff to approve and appoint DeManda McGowen Extension Board. Voting aye: Jacob, Williby, Heithoff, and Krebs. Henery absent. Nays none. Motion carried.

Maintenance Report: Eddie met with the Commissioners today. There is a noise in the furnace of Health & Human Services. The electrician indicated it is from the transformer/controller going bad in the heating unit. The electrician stated it is not dangerous, and to continue to use it as is, until something happens. Changing/fixing it is a major ordeal. Eddie thanked the Commissioners for closing due to the snow on the 3rd of January because of the circumstances with moving snow. Eddie shared a list of his duties.

Road Superintendent Report:

- Mr. Boggs shared a breakdown of the 'new' semi bids and a quick overview of the fixes/repairs needed for the current fleet. He is hoping to fix the current fleet considering the fact the bid semis are 12 months out. The fixes should be timely enough to be ready to run during construction season 2023. The commissioners agreed to the fixes on the existing fleet. Aaron was asked to prepare a sheet comparing a list with the cost for needed Road and Bridge equipment. The Commissioners opted to table the decision on purchase until the list is completed.
- Bridge Approach and Railing 525th Avenue – Mr. Ryan Furstenau presented a letter in December regarding the guard rail and bridge in this area. A portion 525th Road was closed back in 2012 and Mr. Boggs researched where the closure started. In discussion with Brian McDonald, Highway Superintendent, the options are limited. Guard rails are not meant to stop traffic, they are there for flow. Options were discussed including placing dirt to build the bank. Mr. McDonald will be out to engineer and give options. This discussion will be added to February 7th, 2023, agenda.
- Underground Permit:** Motion by Commissioner Krebs, seconded by Commissioner Jacob to approve the application for underground permit submitted by Rebecca Hickey from Frontier Communications to place a permanent underground line along 862nd Road and 520th Avenue in the NW¼ of Section 14, Township 27, Range 7 West of the 6th P.M., Antelope County, Nebraska. No contractor is listed. Purpose is lowering existing cable. All work to be done according to County and State specs, including 48 inches below road surface. Voting aye Jacob, Williby, Krebs and Heithoff. Nays none. Henery absent. Motion carried.
- Vacated 529th Road – Southwest of Oakdale – Mr. Boggs presents today with a packet of information regarding 529th Road abandonment and maintaining said road. There was a district court case forty years ago closing the road. Mr. Tim Springer stated the stretch has been maintained by the County for 45 years. During the flood of 2019, FEMA refused to pay for any maintenance on this road because they had found the declaration of the closing of road. Today, with that knowledge Antelope County cannot maintain the road. Discussion of options. County Attorney stated there is a lot of liability in continuing to maintain/remove snow. Mr. Springer rents the ground, and it was discussed to have Mr. Springers renters maintain the road and remove snow. No action, except maintenance and snow removal will not continue (unless emergency situation).
- Snow Removal Policy and Map:** The map for snow removal was recently shared and publicized in local newspapers, after no response from Commissioners after an email was shared with said policy. This was originally established in 2020. No action today.
- Tree Issues:** The letters were sent out and Mr. Boggs has had a moderate response. His intention is NOT to remove any shelterbelts but to clear the roadway, so traffic is not impeded. He has had mostly positive feedback. Mr. Boggs stated he will create a list of tree trimmers in the Antelope County Area to be shared by patrons not having the means to trim trees.

- **Rehire Jerry Finkral:** Motion by Commissioner Williby, seconded by Commissioner Jacob to approve rehire of Jerry Finkral PT/Seasonal (Winter). Voting aye: Jacob, Williby, Heithoff, and Krebs. Henery absent. Nays none. Motion carried.

County Attorney Update: Deputy County Attorney, Joe Smith updated the Commissioners regarding the status of County Attorney’s Office. County Attorney Joe Abler took sick approximately on/about November 30th, 2022, and he will be out for the foreseeable future. Mr. Smith is working on a couple of issues and catching up on other issues that have not been completed. The office is compiling boxes of information to be shredded. Antelope County has hired a company for shredding. The Attorney’s Office will be purchasing new computers and some other devices for the County Attorney’s Office.

2023 Committee Appointments motion by Commissioner Williby, seconded by Commissioner Jacob to appoint the following Commissioner/Employees to the Committees as listed. Voting aye: Williby, Jacob, Heithoff, and Krebs. Nays none. Henery absent. Motion carried.

Committees for 2023

Bond Committee	Henery and Krebs
Claims Committee	All board members. Williby, Chairman
Finance and Revenue, Road and Bridge, Printing and Supplies, School and University Lands, Licenses and Permits, Rules and Regulations, Illegal Taxes, Relief, Mentally Ill and Purchasing Committee	County At Large
Building and Grounds Committee	Henery, Jacob, Marlene Schindler & Edmund Schindler
Finance Committee (added 2019)	Krebs, Heithoff, Boggs, Payne
Additional Committees:	
Antelope County Goldenrod Hills Community Service	Jacob
Northeast Nebraska Area Agency for Aging	Jacob and Williby alternate
Region IV Mental Health	Jacob with Heithoff alternate
Antelope County Mental Health Board	Jacob
Goldenrod Joint Housing Agency	Jacob
Region 4/North Star Service	Krebs with Henery alternate
North Central District Health Department.....	Krebs and Spirited citizen – Dean Smith
Region 11 Emergency Management	Henery, Jacob alternate
Personnel Policy Committee	Krebs, Heithoff Mueller, Branstiter, Boggs, Payne, & Hain (or Spieker)
Antelope County Commodities Committee	Jacob
Elkhorn Valley Local Emergency Planning Committee (LEPC)	Henery
Safety Committee:	
Safety Committee Chairman	Aaron Boggs
Administrative member	Eli Jacob
Elected official member	Kelly Mueller, Lisa Payne
Clerical employees	Tessa Hain and Terri Schade
Buildings and Grounds member	Eddie Schindler and Marlene Schindler
Road Department member	Leigh Kluthe and Ray Schlecht
Law Enforcement member	Sheriff Robert Moore
Weed Control Authority member	Bryan Cornett
Early Response team member	Aaron Boggs and Leigh Kluthe

Road District for year 2023 are all at Large.

Semi Purchase: Mr. Boggs shared a list of equipment/prices of current Road and Bridge needs. Discussion of the semi bids and payment options. Motion by Commissioner Williby, seconded by Commissioner to purchase the Western Star Semi utilizing a down payment from the 2023 budget if expenses allow. Voting aye: Jacob, Heithoff, Williby and Krebs. Henery absent. Nays none. Motion passed.

No other issues to discuss.

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

Meeting adjourned at 12:32 PM.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

By: _____
Vice-Chairman of the Board, Keith Heithoff

Attest: _____
County Clerk, Lisa Payne