

February 6, 2018
Antelope County Board of Commissioners
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday, February 6th, 2018 at 9:02 AM in the County Commissioner's Room, Antelope County Courthouse Annex, Neligh, Nebraska. Meeting was called to order by Chairman Kerkman, with the following board members responding to roll call: Schindler, Jacob, Henery, Schwager, and Kerkman. Chairman Kerkman stated that the open meeting laws are posted on the east wall of the Supervisors' room with more copies available at the County Clerk's Office.

Notice of the meeting was given in advance thereof by publication in the four county newspapers, legal newspapers printed and in general circulation in Antelope County, Nebraska as shown by proof of publication filed in the County Clerk's office. Agenda for said meeting was sent to all members of the County Board of Commissioners.

Pledge of Allegiance was recited.

Correspondence was reviewed: Union Bank and Trust Monthly Statement on Bond refinancing Antelope Memorial Hospital; Blue Cross/Blue Shield Nebraska insurance offerings; Ford Motor Company F-Super Duty Truck Shimmy – tire recall; UNK Motorcycle Safety Course; Email from Brenda Harrison, Village of Orchard re: Sheriff; JEO letter regarding one year anniversary for Elgin Northeast; NIRMA letter regarding letter on snow removal incident in law enforcement facility parking lot; Historical Museum Membership list; Kumm Gas letter regarding closing of store; Philip Jensen, Great Plains, email regarding SIP Trunk line; State Highway Commission names and calendar; NDOR past due bridge inspection; NDOR Upcoming bridge inspection reminder;

Receipts: \$10,000.00 Invenenergy Donation to Inheritance Fund.

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

Sheriff's January Fee Report was reviewed and put on file.

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

Depositories: Motion by Commissioner Schwager seconded by Commissioner Schindler to approve Brunswick State Bank, Bank of Elgin, Bank of Orchard, The Tilden Bank, Pinnacle Bank, Neligh and Heritage Bank, Neligh as county depositories for 2018. Those voting aye: Henery, Schwager, Jacob, Schindler and Kerkman. Nays none. Motion carried.

RESOLUTION APPROVING DEPOSITORY AND SECURITIES

(Bank)

(City & State)

It was moved by Commissioner Schwager that the following resolution be adopted:
(person making motion)

RESOLVED that application for designation as County depository by _____, _____, Nebraska and that the deposit of the following securities aggregating in amount of the sum of _____, to-wit: with _____, President/Vice President of _____, _____, Nebraska, by said Bank, as a pledge to secure deposits of the public moneys of this County in said Bank be and the same hereby is approved as to said securities and the deposit thereof with said trustee, on condition that said trustee issue its trust receipt thereof, as provide by the Section 77-2316 R.S. Neb.

RESOLVED, further, that said trust receipt when issued by said trustee shall be deposited by said Bank with the County Clerk of this County in lieu of the deposit of said securities with said County Clerk as a pledge to secure the deposit of said moneys in said Bank.

RESOLVED, further, that such trust receipt shall contain the following provisions which shall constitute the terms and conditions of the escrow.

- I. When the interest coupons attached to said bonds become due, the proceeds of collection shall be applied to the credit of said bank.
- II. The above securities shall be delivered to said bank only: (1) upon the joint order of the County Clerk and County Board of Supervisors of said county with resolution approving substitution of other securities, or (2) upon receipt of certificate of said County Treasurer that all deposits secured thereby been repaid.
- III. On presentation by the bank to the trustee of a certificate from the County Treasurer under seal, stating the amount of the deposits in said bank, together with a certified copy of a resolution of the County Board approving such withdrawal, the trustee may deliver to said bank designated securities in excess of 110 per cent of the deposits based on the then market value of securities deposited.
- IV. The above securities shall be delivered to the County Clerk of said county upon his written demand, (without further responsibility on the part of the trustee) supported by certified copy of resolution of the County Board of Supervisors of said county and
 - (1) a certificate from the office of the Department of Banking under seal certifying that possession of said bank has been taken by said Department, or
 - (2) proof that a receiver of said bank has been applied for, with an affidavit signed by the County Clerk and attested by the County Treasurer under seal, or
 - (3) an affidavit of the Treasurer of said county that said bank has been unable to pay any check drawn by him on said bank.

Said county shall have the right to dispose of said securities and reimburse the county to the extent and for the amount of the deposit with interest in said bank.

V. The trustee may at any time act in reliance upon the signature of any public officer, attested by his official seal, without liability to either the county or said bank.

VI. Said securities shall be held by the trustee without cost to the county and the said bank shall pay all costs, expenses and charges for the safekeeping, transportation and handling of said securities. The county shall not be responsible for any loss of said securities or coupons thereon.

VII. The trustee will give to said securities the same care it gives to its own property, but beyond that it will not and does not assume any responsibility.

VIII. RESOLVED, further, that a copy of this resolution duly certified by the County Clerk of this County be transmitted to said trustee, and shall constitute the escrow agreement.

The motion was seconded by Commissioner Schindler and on roll call the vote was as follows:

(name of person)

Ayes: Henery, Jacob, Schindler, Schwager, Kerkman

Nays: None

Absent: None

The chairman declared the resolution adopted.

This is to certify that the foregoing is a true and correct copy of the resolution duly adopted by the County Board of Antelope County, Nebraska at the Antelope County Board meeting held at Neligh, Nebraska on the 6th, day of February 2018, at which a quorum was present as shown by the minutes of said meeting and that said resolution is now in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed by official seal this 6th, day of February, 2018.

(Seal)

_____/s/ Lisa Payne _____
County Clerk of Antelope County, Nebraska

Heritage Bank	Neligh, Nebraska	Kevin Henderson, Vice President
The Bank of Elgin	Elgin, Nebraska	Anne Parks, Vice President
Bank of Orchard	Orchard, Nebraska	Ben Clifton, President
The Tilden Bank	Tilden, Nebraska	Gary Gunderson, President
Pinnacle Bank	Neligh, Nebraska	Patricia Smith, Vice President
Brunswick State Bank	Brunswick, Nebraska	Kathy Wagner, Vice President

Motion by Commissioner Henery, seconded by Commissioner Jacob to approve **Commissioner Meeting Minutes** as submitted for **January 9, 2018** meeting. Voting aye: Henery, Jacob, Schwager, Schindler, and Kerkman. Nays none. Motion carried.

National Insurance Services: During a recent audit review by National Insurance Services of coverage for Antelope County Employee's Life Insurance it was brought to our attention the coverage on the county employees is not equal. Initially, Antelope County Employees utilizing the major medical insurance had a \$15,000.00 life insurance policy through NACO, and a supplemental life insurance of \$5,000.00 from Antelope County. The LTD was offered to employees utilizing the major medical through NACO as well. Under the current billing there are some employees covered with \$35,000.00 (\$15,000.00 NACO and County + additional \$5,000 County) life insurance and other employees who have \$5,000.00 coverage. In order to establish some continuity, and consistency in the coverage, National Insurance Services is asking Antelope County to establish a current coverage levels. As per the discussion and belief of previous intentions it was established to have all employees participating with NACO medical coverage continue with the \$15,000.00 life insurance. And to offer all full-time eligible employees a \$5,000.00 Antelope County life insurance policy. Motion by Commissioner Schwager, seconded by Commissioner Henery to implement the \$15,000.00 NACO life insurance (premium paid by NACO) and \$5,000.00 life insurance (premium paid by County) for all eligible full-time employees, whether or not the employee participates with NACO insurance. Voting aye: Henery, Schindler, Schwager, Jacob and Kerkman. Nays none. Motion carried. In addition, the current offer on the disability is not consistent either. Motion was made by Commissioner Schindler, seconded by Commissioner Schwager to approve Long Term Disability Coverage as a NACO benefit, and only employees participating with NACO Insurance are eligible to participate, and to utilize the buy up option. Voting aye: Schindler, Schwager, Henery, Jacob and Kerkman. Nays none. Motion carried.

One and Six Year Road Plan Public Hearing 9:17AM Tuesday 6th February 2018 9:17 AM Public Hearing – One and Six Year Road Plan Motion by Commissioner Henery, seconded by Commissioner Schwager to open public hearing for One and Six. Voting Aye: Henery, Schwager, Schindler, Jacob and Kerkman. Nays: none. Motion carried.

BRIAN MCDONALD: Good morning. Essentially this is part of what we do to get our gas tax money. They require that we have a One and Six Year Road Program. The packet I gave you got[sic] a tax map for the next hearing, it's got the One and Six Year Road Program and it's got the map. Since we talked last, about the only thing we added was the Invenenergy projects in the north and pretty much east of Neligh. Roughly Project 496 to, I think to 400. Yeah, Project 496 to 400 and to... Essentially those are the grading improvements that are looking at. I wrote them up each separately, so if they add to one or drop it, it is easier to keep track of with NDOR. The other project I added is number 407, which is the grinding that took place I think in the fall. And, I think we already... then I added the project for what they were supposed to add. That is 406. That is the culvert that Invenenergy is looking at replacing for us. The other additions would be, we talked about the two (2) bridges on the Knox County line, Project number 403 and 404. Those were added at the request of Knox County. I put them on the six year. I guess we talked to Casey. It is up to you really want to build those. I got them in the six year plan at the top. The other project I added was Project number 405, which is on the Holt County line, in the Northwest corner of the county. That is one of the projects we requested for funding that we received the funding on. One of those, the two projects would have been 319 and Project 318, are those the two (2) culverts that were funded by NDOR? We offered up Project 405 to remove that bridge from the system. Essentially the only thing that is there is the abutments. We can go up with a torch and cut it out and then put up a proper road close signs. It has been closed for years, it is inoperable. Other than that, that is all of the additions I've got. We shifted a couple things around for a, off the one (1) year back to the six (6) – just in discussion with Casey. CASEY DITTRICH: I kind of want to address this. This is a public hearing and I have some questions about it. Just to kind of run through it quick. The front page is all Invenenergy stuff. The second page is a box culvert we promised to replace in Elm Township if we ground up 529th Avenue. Which we did last fall. I have got that in writing. So when construction time starts we will replace a bridge. That is a 13 ton bridge, I think? BRIAN MCDONALD: It could be posted 13, it is closer to 10. CASEY DITTRICH: It is posted 13, and we are going to replace it at their cost. So Brian added that. So priority numbers 8 and 9 on the second page were kind of a trade deal. 10 is the bridge south of Frey's, 3 ton. It has been there for a while. We have been talking about. We applied for funding the first time and the bridge match program. We didn't get it. The second time, we did get it. So that is on the one year along with number 11. Which is the bridge two (2) south of Tilden. It is 15 feet wide, this bridge is very narrow. That is also on there. ELI JACOB: Is that the one here – on the one year? CASEY DITTRICH: Yeah, that on the one year. That is number 11 priority. 319 is the project number on it. Number 14 is the on Eddie, Jerry and I met on. When we met the Frey's out there. It is on the black top north of the Sanne's driveway that intersection. Regrading that, it is not a huge project; we will be able to do it ourselves. And number 15, is still on the one year. It has been on there for a while. LeRoy, that is over by Elgin, by Joe Beckman's, right north of him. It is that small wooden structure north of his driveway that is really rough when you go across it. Brian has already sized it and everything. All of the engineering is done on that. So it is something we should knock out pretty quick. The things we need moved, I do not think we have had much conversation about the two bridges that Knox County wants to do next year. You can see the estimated costs, I think that is the number you came up with, right Brian? Just a culvert? BRIAN MCDONALD: Yeah, I wanted to make sure. I got those number from Kevin, so paperwork would be the same on there. CASEY DITTRICH: So we are looking at \$700,000.00 worth in two (2) bridges that we are supposed to split 50/50 with Knox County. We do not have their official numbers, but has definitely got to be on our radar. Because, I don't want to get steamrolled into doing that without us knowing. But we will see when they get estimations on that. Kevin called me. He has been in contact with Brian so they are doing a good job of keeping the lines of communication open. But those two (2) bridges are by that 10 footer. They are right east of Ashfall, and a mile and a half east of there. So those are added on there. A couple of the things that we kicked down do the six, that I know are high are the bridge by Wayne Wingate. He come in here and brought his pictures of all the cornstalks. There is just no good plan for that yet. And we wanted to use this tool as something we would use. That is why it is on the six year plan. If you guys want to move that priority up, we do not have a lot of options. It is kind of hard to move forward on something we do not have a game plan for. So I want to make sure we discuss that today. Because Wayne was very vocal on the problem that have there. And I have seen the problem, there is just – we do not have a good fix for it. But, if anyone asks why it got moved to the six. CHARLIE HENERY: There is no fix inside the county right-of-way. BRIAN MCDONALD: Basically, we have got to get stuff picked out outside to get water flow – which is the problem. CASEY DITTRICH: The talking that we have done with the landowners north of there is her is probable going to take legal action. _____ so that is the road we are up against. That is why is back on the six year. I just don't want anybody to think that we just tried to sideline it and hope nobody said anything about it. We just don't have a good game plan. It is probably not something that can happen in the next year, so that is why it got bumped. Everything else, I feel, we have already discussed. Unless you guys have anything that is missing, or a priority you want to see higher? (pause) I did have a call this morning about the changes north of Clearwater that we discussed last month. Rebuilding the road or adding a structure. I don't know if anybody put any more thought into that. That Eli brought up at last month's meeting. I guess there is some concern about whether or not the dike was built in relation with the road, or if our road was going to flood the town. There is nothing on this about that, so if there is something you want to discuss now would be a good time. LEROY KERKMAN: That would just speed the flow of water up coming down that, wouldn't it? BRIAN MCDONALD: If they lower the road? LEROY KERKMAN: Yeah. BRIAN MCDONALD: It is not going to change the velocity as much. It is going to have more of an effect probably downstream. I guess the question I have for Casey is: When they built their dike, did they account for what road was there? Or did that come in after the fact? I understand. I know Rix made some changes there after the 95 flood, I think it was. But, that is where a lot of that change happened. And I know he raised that road significantly. But as far as, like I said if their dike is designed that the road overtopping as it is, do you want to go ahead and change it or not? ELI JACOB: I think it is fine the way it is. EDDIE SCHINDLER: Is the dike height comparable to the road height? BRIAN MCDONALD: Ahhh. I am going to go over and look at it closer, but if they built the dike, and the dike had an engineering stamp on it, I would have it looked at; if I was doing it, I would have looked at what the road overflow was. And then calculated the 100 year because to get that taken out I think FEMA would require you to be 3 foot over the 100 year. And three foot in the area is huge. But like I said, I do not know what standard they designed it to. I have never really been involved in that piece of it. Other than kind of after the fact. ELI JACOB: That bridge was that south bridge was put in after to 2010 flood? Wasn't it? BRIAN MCDONALD: Um..? ELI JACOB: And wasn't it made bigger? BRIAN MCDONALD: It was bigger. But that. Like I said, he raised the road significantly beyond that. Um, there

was a small structure there that we put in. I want to say it is 25-30 foot. ELI JACOB: So, it should be handle a lot more water now. BRIAN MCDONALD: It will, but like I said, in that big of a flood it is going to wash out again. That whole drainage wants to push that way. LEROY KERKMAN: Ok. BRIAN MCDONALD: Essentially, like I said, if that is all the discussion you guys have on those projects. This is a public hearing. There is a copy of the One and Six, and the map in there. If anybody has any input on the One and Six, now is the time to come forward and address the Board. CASEY DITTRICH: Fred, if you got some questions. FRED THIELE: Are you guys talking about putting a new – the big bridge east of Clearwater? As part of your One and Six Year Program? CASEY DITTRICH: That is nowhere on the One and Six. That is why I invited you to come down and discuss it. Because this is the time... FRED THIELE: Well, I was thinking the bridge north of Clearwater. Since the flood of 2010 we haven't used 60 foot of the south end. Water hits it at an angle. There was a dike put in there back in the 90's on the other side of the bridge that causes water to sit there and swirl, and it fills in our bridge. Until you get that dike on the east side of the road so water can hit that bridge and go straight on through, we are never going to use the whole big bridge. You guys talk about building another bridge, let's clean the one out and use the one we got. You gain 60 foot. It is not perfect, but it is roughly 60 foot of bridge we don't use. I do not know what the right answer is, but water has got to hit a bridge straight and it has got to go right on through straight. Or you are going to have a problem. TOM KESTER: Or _ the road_? FRED THIELE: No that is not a problem. ELI JACOB: How do you figure we are going to clean that river out? FRED THIELE: That's what we hire you guys for. ELI JACOB: It needs to be straightened. And in order to do that, that bridge is in the wrong place. It needs to be further north. FRED THIELE: Right. ELI JACOB: So that water can go straight. FRED THIELE: So, you can definitely consider moving it north 60 to 80 feet, or taking that cement dike out. That was pushed up at the spur of the moment in a flood back in the 90's. I remember when they put it in there, But, they put it in at an angle. That bridge, or the water runs northeast. On yeah northwest when it comes thorough that bridge. It sits there and swirls, and dumps all the junk on the south end of the bridge. MATT KLABENES: I don't think you can clean that out. ELI JACOB: No. MATT KLABENES: That is full of logs and... there is sand there now, but Fred, I think that's... ELI JACOB: The mayor of the city wanted me to do that already. And I said I wasn't doing to do that. MATT KLABENES: That is so full of logs from that flood that... it is just them logs will never rot. They will be there forever. FRED THIELE: There has got to be a way a great big back hoe or something can get in there and clean it out. Well even the dike you can put all that back. BRIAN MCDONALD: Would you ever get army corps permits to do that? CASEY DITTRICH: You can barely pull a dead tree out of the river that way. You can't really go in and reshape anything. MATT KLABENES: I know. TOM KESTER: So what is the corps going to do? Are they... like the west, the Orchard bridge. Are they just going to let the river wash that road out and completely miss this? BRIAN MCDONALD: The corps has nothing. All they do is regulate. They do not come in and tell you what you can do and what you can't do. You ask them, and... the biggest problem with what we have up there would be getting the permit. That is what they approve. The project is all going to be wetland. Anything you do can change the river, they really don't want it to happen. They are the ones that changed a lot of stuff over the years. But we are dealing with their problems. TOM KESTER: You know if you dug a three (3) foot deep ditch, straight west of the bridge when the river came up it would make its natural channel there. BRIAN MCDONALD: I won't argue with you. CASEY DITTRICH: You just have to do it in the dark. BRIAN MCDONALD: Well, you got to deal with the corps like we do. Is that that amounts to. Um, is it easier to get forgiveness than permission? I won't argue that theory either. But that's, I, I... what you are saying if that happens yeah, that could/would change. A cottonwood falling over in that river, could change the course of the river. I mean it is a sand bed stream that meanders. We are trying to shoehorn it into certain spots. What happens upstream and downstream of that bridge changes everything. Um... the Clearwater north, you look at that, the flow line of the first bridge, right at the edge of Clearwater is lower that what it is at the river. So when that water comes up it wants to go south. It is going to take the easiest path and it has got more basically flow or depth. The deeper the water is going to be the more it is going to push that away. So we can try and clean out that bridge north. It is not going, it's still the line there is higher than what is it south. So that bridge wants to, that whole river wants to flow south. You know when you look at the flood – you can see the sand the way it was laying in after the fact. If you want to see where the water was flowing it was flowing away from the river once it gets high. So as far as cleaning it out, I don't have a good answer for you. Knowing what is in there, you know, it doesn't change things. Realistically, you look at the length of the bridge we got, it is really about the length we got there. CASEY DITTRICH: I guess to address your concerns when you called this morning – I was the one who invited Fred to come down. It is just, we do not have any plans to build any bridges around Clearwater, or changing anything right now. Per this conversation, I mean we discussed that road north of town, but that is why I wanted you to come in and make sure we addressed your concerns because there was a lot of talk about grinding up the road and lowering that road. And I wanted to make sure everybody knew it had been discussed but it doesn't sound like it is in the plans at all. It would have to be on this to go forward. TOM KESTER: The littler bridge through last summer filled in. You know it is rougher. I mean you do not hit it over 20 or 25 miles an hour. That north approach, you can see water through the before they filled that oil in. CASEY DITTRICH: There is a place underneath there, and that was a temporary fix for it. That has already been let for bids. It was meant to be done in the fall, weather fought us and we couldn't pour the concrete deck. It is going to be redecked. That abutment is broken, and that was a temporary just to keep the road open because that statue we got when we put it down to one lane was bad enough. If we shut the damn thing down we were not going to get any sleep. Me or Eli. So that is why we did that. It is rough, and we got it signed as a bump, and 2³/₄" steel plates – 4 x 8 plates underneath that blacktop. I am guessing since it was bid to be done last fall we will get them out there first thing. BRIAN MCDONALD: Ok. Are there and other comments about the One and Six from the public? Ok. You guys can close the public hearing. LEROY KERKMAN: Motion to close the public hearing. EDDIE SCHINDLER: So moved. ELI JACOB: I'll second that."

9:34 AM Motion by Commissioner Schindler, seconded by Commissioner Jacob to close public hearing. Voting aye: Schindler, Jacob, Schwager, Henry and Kerkman. Nays none. Motion carried. Slight discussion. Motion by Commissioner Schwager, seconded by Commissioner Schindler to accept and adopt the One and Six Year Road Plan. Voting aye: Schwager, Schindler, Jacob, Henery and Kerkman. Nays none. Motion carried.

**ANTELOPE COUNTY
ONE AND SIX YEAR ROAD
RESOLUTION 2018-02-00002**

Be it resolved by the Board of Commissioners for Antelope County, Nebraska, that the One and Six Year County Road Program as prepared by Brian E. McDonald of Norfolk, Nebraska, and attached hereto, be adopted.

BOARD OF COMMISSIONERS FOR
ANTELOPE COUNTY, NEBRASKA
/s/ LeRoy Kerkman
Chairman

ATTEST:

/s/ Lisa Payne

County Clerk

Passed and approved this 6th day of February, 2018.

Motion by Commissioner Schwager

Second by Commissioner Schindler

That the above Resolution be approved, the Chairman stated the motion and directed the Clerk to call the roll. Roll call resulted as follows:

Supervisors voting

Yea: 5

Nay: 0

The result of the vote being _5_ Yeas and _0_ Nays. The Chairman declared the motion carried.

Public Hearing Closing a portion of 524th Avenue between 838th and 839th Road. (150) 9:38 AM - Public Present included: Gene Selting, Gary Beckman, Jerry Heithoff, Tom Kester, Fred Thiele, Gary Borer, Bob Snodgrass, Duane Kerkman, Mel Heithoff, Charlie Meis, Brian Selting; Matt Klabenes. Motion by Commissioner Henery, seconded by Commissioner Schwager to Open the Public Hearing for the Closing of a portion of 524th Avenue. Voting aye: Henery, Schwager, Schindler, Jacob and Kerkman. Nays none. Motion passed.

LEROY KERKMAN: I got a motion by Schwager, seconded by Henery to open the Public Hearing of closing 524th Avenue. (Roll call vote: Eli, Schindler, Schwager, Henery and I vote yes. – All respond here.) Ok, Brian. BRIAN MCDONALD: We are in the second hearing now? LEROY KERKMAN: Yes. I am going to let you start with that. BRIAN MCDONALD: Ok, 524th Avenue, starting at the – I looked at a two (2) mile section essentially. Starting at the south end – or like a short two (2) miles. The first 4000 feet was upgraded by Invenergy when they did the wind tower at the top of the hill. The next segment becomes a trail, down to where the old bridge was. The bridge has been – the bridge was replaced by the land owner. It is too short, it is not. There is no corporate end with it. The next segment north is – was used as field access. And then there is like a quarter mile of the north end of it that basically serves the place north and west of the sign. Um, I guess as far as my recommendation to the Board, if you are looking at closing this segment of road; the tax map shows how that property is held. Um, the north segment of what I am looking at closing affects no property owners, other than the two (2) adjacent land owners. The south piece is the piece where the bridge is – and my concern there is – say we go 30 years down the road and someone else owns this property, and this culvert is gone. That is his only access to it, if we close that segment of road. And, what will happen is the next landowner, through no fault of his, doesn't want to maintain that culvert, he could claim that we don't have access to his property. The County would have to go in and then would be closed and open him up a driveway. So essentially, I'm not saying that you guys have open up and maintain a culvert, but I am saying it is worthwhile to maintain that stretch as a viable easement, so if that scenario ever happened we could open the road up to that point. He would have to go around the mile to access it. But he would still have access to the property. So, like I said, that is the way I recommend it. You guys have the option of doing what you guys choose. Again, this is a public hearing; I guess this is the time if you got something to say that would like to relay to the Board, this is the time to do that. LEROY KERKMAN: When you were saying that, is that, you want or we could close that, just the short portion down there were the culvert is? BRIAN MCDONALD: I say you go south of that property, and close that, I think it is a quarter mile segment. Close it to traffic. Put the red markers up, but retain the right-of-way. The piece north of that, let that revert back to the land owners, because it is not going to affect this. They still have got access. But, like I said in the middle of this, of that south segment, there is that culvert. And he would have, that that creek would cut off a piece of that property. If the culvert was gone, and we closed this segment he wouldn't have access to his property. LEROY KERKMAN: That is correct. BRIAN MCDONALD: So that is my concern. With the... like I said, you can keep it open as a right-of-way as is. You close it to the public traffic and retain the right-of-way, or you can close it to the public traffic and let the right-of-way revert to the land owner. But, that is basically how you guys decide how you want to close it. That's the discussion before the hearing is closed. ED SCHINDLER: If we close it and keep ownership, you know close it to the public, that they wouldn't have any access to it. BRIAN MCDONALD: Right, essentially, we would maintain an easement... ED SCHINDLER: Would the land owner be able to use that property, like would they have to keep fences off of it? Or could they... BRIAN MCDONALD: Essentially, we are going to close it to traffic and retain the right-of-way. So a land owner could go in and put a fence down the center and use it as he likes. The thing is, is if at a later date we come in, we can take out his fence, it is not his problem. We are not paying. ED SCHINDLER: Yeah. Yeah. Fence down the center, and use... something? Yeah, yeah. But he wanted to temporarily put in a fence – or pasture of whatever? CHARLIE HENERY: Close the road, and keeping the easement. ED SCHINDLER: Yeah, yeah. And the owner could use it if he wants. (Someone from the public attempts to speak) LEROY KERKMAN: Just a second, just a second. I will have you in a second. Ok, are you done? CASEY DITTRICH: Is there any county liability in keeping ownership of the culvert? Should the CORPS come in? Should someone drive off there? BRIAN MCDONALD: Uh? CASEY DITTRICH: I am guessing that we have fences to fences. When the road is open, we will probably be continuously fenced. BRIAN MCDONALD: Right now, there is a liability there. The way I would recommend you do this is to require a gate at the end of the thing. And the way a road sign with red dots on it. Red reflectors. That needs to be placed ahead of the gate that would access this property. If that is the way you guys choose to go. That is how I recommend you close the road. CASEY DITTRICH: If the neighbor is upset that they can no longer get through, because it is fenced, and they call the CORPS. And the CORPS comes in and says the structure is not approved, and it was done. Is that county liability? BRIAN MCDONALD: Uh, I, I, like I said, it is county right-of-way now. I do not know how to temporarily eliminate the county liability. If the CORPS came in and said, move the structure, we will still have the right-of-way. You could go up there and move the structure. CASEY DITTRICH: There is no legal ramification as long as we close it today and don't land lock anyone. If someone buys it after the road is closed that is a fault of their own? If the cause is no fault of their own? BRIAN MCDONALD: Well if somebody else came in and bought it and – didn't have – or we had a flood and that thing is washed out, and he doesn't have access to his property. If we don't maintain that piece of it. CASEY DITTRICH: I guess what I am getting at is if we are going to wash out hands of this, something we know is done wrong or illegally or whatever word you want to use. It would be nice, I feel, to just get rid of it all. We could collect taxes on a little bit more, which is very minimal. But we would have no concerns of how it is fenced, or who goes through it, or anything. It is up to the land owner as to who he is going to let through there. Because it is a road again. It has not been for 40 years now. If you go drive it. We stopped pushing snow, where it was usually closed. We pushed to the wind tower, and you can't get through it. Someone has with a four-wheeler. But you can't get through it today with a pick up very well. That is how I would like to see it. I would like to keep it. ELI JACOB: Close a half mile or just a mile? CASEY DITTRICH: I would like to close the whole red section on the map. LEROY KERKMAN: I have a good... CASEY DITTRICH: If we don't put anybody in a pinch, and we don't look like there is going to be anything down the road, should they sell it? Someone would buy that with the accessibility that they have starting tomorrow should this close. It is no fault of ours. They need to figure out how to get in there, and we wash our hands, put up a road closed. And let the neighbors deal with who and how many people are going through it. ED SCHINDLER: Doesn't that eliminate buyers if there is no access? Or the only access to it is by people who own the land around it? Are you prohibiting buyers by...? BRIAN MCDONALD: Potentially. Like I said I... if his only access he has got to cross a creek to get there and it is a sizeable creek, there is a little corner of land that he wouldn't have access from the north side. If he doesn't have access from the south side, I think we need, if you are going to close the road, you close it south of that. So, if we ever have to open it we can. We don't have to open the culvert, but we can at least open that quarter so we can get to it. ED SCHINDLER: That is my, you know... BRIAN MCDONALD: Like I said this is for input from the public. ED SCHINDLER: Yeah, I don't know who owns the land around it, or how they feel. BRIAN MCDONALD: The details of how you guys choose to close it. Probably, save the details for later. But that is how I am looking at it are the two (2) recommendations. CHARLIE HENERY: Let's see what the public has to say. ED SCHINDLER: We at least can keep the traffic from going down there. That would be the best alternative. If we put up the right decals and closing signs and stuff, doesn't that take the liability down a little way? BRIAN MCDONALD: Yeah, your liability is definitely... you got to have the signs posted and documented. If somebody goes off the road, that's a, like I said, that a make it... that is a... it's a federal sign, I mean it's state to state. That denotes the end of the road, you don't go past that. If the signs are down, are you assuming liability? Yes, it would be no different than any other sign. ED SCHINDLER: (acknowledges Brian speaking) Yeah, yeah, yeah. At least get some of the liability off of our shoulders. A big part of it. CASEY DITTRICH: We only have to sign just the 22 to 26 feet of roadway. And we are not responsible for a 66-foot-wide barricade to stop people from driving/getting around it. ED SCHINDLER: I know where Casey is coming from. It would be nice just to get rid of it. But, to land lock it tends to cause problems down the road. BRIAN MCDONALD: Basically, if you got that sign up, that inside avenue is good. LEROY KERKMAN: Ok. ED SCHINDLER: Are you going to land owners? LEROY KERKMAN: I'm going to let Gene... you want to explain your angle here? GENE SELTING: Yeah, first of all... What is the liability? What are you guys afraid of? Why do want to close it? BRIAN MCDONALD: Anytime the County builds a structure, the hearing we just had is to get the County's portion of the gas tax money. Another part of that agreement to get out gas tax money is anything built in the county right-of-way is on this plan and it meets the minimum standard. That is not going to meet the minimum standard. GENE SELTING: Ok, minimum standard for county road, or a minimum maintenance road? Because... BRIAN MCDONALD: It doesn't matter. If it is a minimum maintenance, this is not delineated as a minimum maintenance road. It is very likely a local road. Minimum maintenance is a designation that the County would apply to the Department of Roads and request it. There is a lot of trail roads out there that everybody calls minimum maintenance. But they are technically a local road, and it just falls in that category. GENE SELTING: Ok. Taking the tax issue out of it. As far as safety, I understand there is a safety issue. BRIAN MCDONALD: Yeah. GENE SELTING: It wasn't done according to specs. BRIAN MCDONALD: Right. GENE SELTING: Within three (3) miles there are two other minimum maintenance roads crossing across that culvert that I put in is wider and more straight than two (2) bridges, on those two (2) minimum maintenance roads, within three (3) miles of those curves. BRIAN MCDONALD: Ok. Those have been in place for many years. And the stuff that is already... a lot of these standards came in in the 70's. Uh. When it was built, they accepted whatever was out there. It is when we go and change things. So, the new construction, if we change those roads, have to meet the standards when we change those roads. So that's what, so that's what keeps the standard in play. Ok. GENE SELTING: So, so, on those other minimum maintenance roads. Again, back to safety issue on those other minimum maintenance roads, when is the last time any of those bridges probably have been inspected? So, you don't know if last fall? BRIAN MCDONALD: If it is over 20-foot length it is probably inspected twice a year. If the structure of the bridge is right now, because they are not subject to the same things the main County roads are? CASEY DITTRICH: That is not right. If it is a bridge, if it is over 20 feet, it has to be, you said twice a year, but it is once every two years. Right? LEROY KERKMAN: Yeah, once every two years. GENE SELTING: But, my point, my point being the safety factor. In my opinion the safety factor is not a reason to close the road. And I put the culvert in, just as a way to get my four-wheeler across. It saves me four (4) miles one way twice a day. And some of the other little farms around it saves them some time. So that is originally why it was put in. Um, I didn't think it would be traveled. And unless a study has been done, I really don't know how much it is traveled. So, basically, basically I would like to see it stay open. What has been happening in the past is, it is just a local road as you called it. Some local people are fencing it off and making it impossible for anybody to get through. Now it is a public, it's an open road up until the wind tower. From the south, 839 up to the wind tower. Yep, that has been closed for, well it was closed for 60 days, well it was closed for 60 days this fall. And nothing was done. So, I am afraid if you close any portion of the road, it is just going to be fenced off and closed from my access. Like you said I have that little tiny spot in the south side of the creek. I won't have any access to that unless I go through four (4) or five (5) fences. And I just, I just would like to see no portion of it closed

off. Is there a possibility you can close a short, short portion? And then, and get by that way? BRIAN MCDONALD: That's, like I said, the Board decides how things are closed or don't get closed. A short portion, I am going to disagree, that it is going to be... It this road is going to remain open it is going to have to be reconstructed correctly. And, again that is a Board decision. If this if going to remain open – as a public road. Right now, if somebody goes out there and goes off the culvert, because it is too short, because it was built not with a plan, and to specs, the County can get sued. There is no question about that. GENE SELTING: To spec? What spec? Minimum maintenance? County road? What spec? BRIAN MCDONALD: It is the minimum design standard that is put out by the Board of Classifications and Standards gives us the specs. There is a specification for a road that has less than 50 AZ. That culvert does not meet the spec, it is too narrow. The next thing it has to be sized hydraulically. That tube is not going to meet the minimum maintenance requirements there either. So right now, the County has got to close that off or something today. If they want to keep it open, they have got to upgrade it. And they have got to upgrade it to the minimum standard in that whole section, that they are going to be touching. ED SCHINDLER: AM I thinking right here? You want to keep it open to the public? Or would you be willing to close it, but not...? GENE SELTING: I would, I would like the whole thing open. I would. ED SCHINDLER: To the public? GENE SELTING: It is good access. I have got six (6) to 25 people that use it, and would support me. ED SCHINDLER: I mean there is a lot of people that do use it. KERKMAN/SELTING: Yes. CHARLIE MEIS: What liability did you have before those culverts were put it? They had liability there with the road closed. BRIAN MCDONALD: Ah, I believe it was fenced off. GENE SELTING: No, it wasn't. LEROY KERKMAN: No, it wasn't. (ALL: general denial of bridge being fenced.) CHARLIE MEIS: That bridge burnt down when I was about this tall. They never did close the road. GENE SELTING: There was a steep drop off into a creek. Who carried that liability? BRIAN MCDONALD: I am telling you right now, that they, did they have liability? Yeah, if that was the case it looked like. The way I remember it when you walk up to it you could not get to the bridge with a vehicle. Walking to it was... GENE SELTING: If it rains... LEROY KERKMAN: It was all soggy. CASEY DITTRICH: Yeah, we come from the north and had to walk. LEROY KERKMAN: You couldn't get through it. GENE SELTING: If it rains, and you are worried about someone hitting the culvert and going off. They are going to get sued. And they are going to sue the County. GENE SELTING: But, safer than it was when it was a drop off to that creek. That is what I am saying. BRIAN MCDONALD: No, I won't, I won't argue that either. It is safer than it was, but it still doesn't meet the standards. CASEY DITTRICH: Yeah, it was never signed properly. It should have been signed at the oil that it was not a through road, to keep people from launching down that thing at 60. You are definitely correct there. ED SCHINDLER: Well, if the culvert is the issue, can't we replace the culvert? CASEY DITTRICH: What was put in there...? GENE SELTING: If it is a cost issue, the way I understand it. CASEY DITTRICH: What was put in there is a five (5) foot. GENE SELTING: Six (6) foot. CASEY DITTRICH: Six (6) foot by 40 feet. ED SCHINDLER: You bought the culvert, right? GENE SELTING: Yeah. CASEY DITTRICH: If it was sized. It wouldn't be. I mean look what they did right to the south of there. What Invenergy had to do with buying those culverts and bringing that curb up? You know the work did going north from the hill. ED SCHINDLER: I mean it isn't that big of expense to the county to throw in a culvert. I mean what size is it? I mean what...? GENE SELTING: Well, like I said, it is under sized probably. But I have one. ED SCHINDLER: Well it ain't a big deal if it runs over the road is it? GENE SELTING: Behind my dad's place there has been one smaller than that and that has been in for close to 35 years. So. ED SCHINDLER: Well, I mean if that an issue. CASEY DITTRICH: We have had to add dirt to it already. It is definitely going to be an issue with a big rain storm. GENE SELTING: Well I... CASEY DITTRICH: We did not have any big rain storms yet this year. GENE SELTING: I disagree with you on that. I am not finished with it yet. There is a spring in the middle there that I had dug out and was trying to find the spring to get that water out of there. And then the County came along and dumped a bunch of asphalt and rock in there, so now I have to start over again. So, I wasn't quite done with it. CASEY DITTRICH: Oh. Before you blame us for anything. GENE SELTING: No, no, no. Yeah. CASEY DITTRICH: We went out there, and I wasn't even going to get to this part, but we had a full plan which involved none of you working in the right-of-way. Was that understood by everyone out there, Brian, Supervisor Koinzan, myself and you? GENE SELTING: I am sorry, say that again. CASEY DITTRICH: When we met, when we met out there that day, and walked down to the bridge? GENE SELTING: Right. CASEY DITTRICH: I think there was a very well – very good understanding from all four of us, that no work was to be done in the right-of-way. GENE SELTING: Oh, no! When we left, on the way back to the pickups, I was told by three (3) people, that if I was to put a culvert in... CASEY DITTRICH: Two (2) of them are here and one was a former Supervisor? The three (3) people? GENE SELTING: Can I name names? CASEY DITTRICH: Absolutely! GENE SELTING: Greg Koinzan, Casey Ditrtrich, and Brian, and myself. CASEY DITTRICH: Ok. GENE SELTING: We were there and, on our way back to the pickup, it was all; the consensus was if you put – or if you throw a culvert in there we won't say anything. We won't do any maintenance, we won't gravel it, or nothing like that... CASEY DITTRICH: On your property?! GENE SELTING: Right where we talked about on the road. CASEY DITTRICH: That was a misunderstanding by three (3) of the people. BRIAN MCDONALD: I was going to say. I disagree with that too. CASEY DITTRICH: We said that had people put culverts across streams all over. And we, we are not out there to police that. If it is in the right-of way and it is part of a straight road that goes through, that's a liability. If you built that culvert 33 feet off to the east of where you put it. We have no way of doing anything with that. We are not going to call the CORPS on you. That was the conversation. If you do something on your property we are not the police for that. That is up to the CORPS to find. People do it all over. I have got a crossing like that on some of our ground. We weren't there to police anything. We were there for the County's responsibility and liability only. CHARLIE MEIS: So if he was to move that culvert 33 feet to the east? CASEY DITTRICH: Then it is between him and the CORPS. CHARLIE MEIS: That that is ok. So you just make a little dint in there? DUANE KERKMAN: My question is why did we have to drive around all of the extra miles all of the time? When we could take a straight shot down that road? CASEY DITTRICH: That is just a cost issue, and to fix that we put it on the One Year? DUANE KERKMAN: Well no. You got how many roads around the County? That you done the same thing? You, but went and finished some of those up. The wind towers for one. The wind towers came in 48 rods or so, the County went in and built the rest of the mile up. You can go (5) miles east of Elgin. You couldn't get through them roads with a four-wheeler. Guys were having to drive around to get to their property to farm it. Now, for three (3) miles long them roads are all built up. And it is just unbelievable. Yet, you can do that. And I get these guys where they don't have to drive around, but we are forced to drive around all the time, instead of taking the shortest route to our land. CASEY DITTRICH: I agree with you. I use the road myself. And you are right, the 25 signatures from people that use it, I am sure that is on the low end. Because when I was there taking those pictures I met (2) people. It is a very big convenience. The inconvenience is the cost to the County. And getting thrown into the mix of this after it was done this way. The proper way to do it would say Invenergy came in and spent probably \$2,000,000.00 south of there, at least \$1,000,000.00. I am guessing upgrading that road. If the County was willing to put in \$150,000.00 structure. Maybe that is where we go. But we need to decide that now. But, just putting in a tube the way it has been done and leaving it up to the County to fix the problem afterwards, is where we kind of stubbed our toe in the process. GENE SELTING: But I wouldn't ask you to fix it, unless you guys are willing to put the money forth to make it right. I think it is fine the way it is. I mean there is nothing broken right now. It is just the liability issue. Um, is the County willing to put in some money to it? To make it work? Because a lot of people use this road. CASEY DITTRICH: That is a Board question. I mean, LeRoy, I think you know better than anybody how much that road is a convenience now that it is open. Beings that you lived there. CHARLIE HENERY: Would we be best to have Brian do a small study on what it would take dollar wise to put a structure in there – say more culverts, whatever. Would it be best to leave this until we find that out what it would cost the County to make that road passable? CASEY DITTRICH: Is it wetlands? BRIAN MCDONALD: Ah, well there, you are going to have wetlands delineation. It is creek bottom, so anytime you impact creek bottom you got wetlands. The thing is, it is small enough that it fits inside the permit, but you have got to request the permit. The permit delineation any of them is about five grand. Just to get somebody out there, and do the report and tell them that it is less than so many acres of impact. That is just the way that piece of it is. As far as sizing the culvert. I think you can leave this low enough. Um, you don't have to change the road from what it used to be. You can keep that, you know. We can widen it out to whatever, without reaching standards. Ah, but yeah, that's... CASEY DITTRICH: You did all the work to the north of us. All that dirt work, but the road is, we are going to call it what it used to be. But... CHARLIE HENERY: Don't you think we should find out what it is going to take to structure, implement the proper structures here. LEROY KERKMAN: Do you have any idea what you are looking at, for cost? BRIAN MCDONALD: For size? I have sized the structure. I do not know if you got to get up to a box culvert. I think there is a scenario? You can... CHARLIE HENERY: Is it a running creek? CASEY DITTRICH: It is a spring – running. LEROY KERKMAN: Yes, it is a running creek. BRIAN MCDONALD: Leave this as a... CASEY DITTRICH: If there, there is not a lot on the west end of it. But it gets with right there. LEROY KERKMAN: In a certain spot. GENE SELTING: Yeah, it is pretty swollen right there. BRIAN MCDONALD: You can do this as a low water crossing or just above. Um, you don't have to build a carry road up to a hundred-year standard. Like you would some other spots. We could leave this at a two (2) year standard, knowing that is was going over the top of the road every other year. We would have to size the structure. CASEY DITTRICH: I think you guys would be ok with that, right? CHARLIE HENERY: So, who owns the land on the west where there is less water? BRIAN MCDONALD: To me you are looking at... GENE SELTING: Brian Dinslage. LEROY KERKMAN: Brian Dinslage. Creekside Farms. CHARLIE HENERY: Has that got irrigation on it where a system comes around? Is it pastured? LEROY KERKMAN: It's all pasture. GENE SELTING: Pastureland. It is all ground. ED SCHINDLER: You been traveling that road for how many years? You been traveling for years – and it hasn't been a problem? CHARLIE HENERY: Why don't we put the road around the hole? CHARLIE MEIS: I have a question. With all the extra tax money that this County has taken in in the last, look what our land taxed have jumped in the last 12-15 years. Like at farm land has jumped what 176%. And these wind towers, the money that is generated into this County is unbelievable. And I think there should be a way that this road should be fixed for all the extra income that is coming into this County. That, the money should definitely be available for it. JERRY HEITHOFF: I don't think it would take that much. I hauled over 100,000 bushels of corn over that this fall. Water levels are high. Water levels are up so... CHARLIE HENERY: I have not seen the road, but would it be possible to make road around the hole? ERKMAN/SELTING/DITTRICH (All talking at once): It would be, why... BRIAN MCDONALD: You've got to cross, Charlie you gotta cross the creek one way or another. CASEY DITTRICH: It's yeah, it is not just a hole. It is a creek still. CHARLIE HENERY: Oh I thought you said the springs started there and went east. DITTRICH/MCDONALD/SELTING: Yeah. That is, yeah, no... CHARLIE MEIS: My question is, why do you want to do something half way? Why not fix the problem, and? CHARLIE HENERY: That is what I am asking. I understood the hole was right in the middle of the road. And if you went around it, it would be a simple fix. If there is still creeks to the west though – no we gotta fix where it's at, if we're going to fix it. But I think we should find where it's at, if we're going to fix it. But I think we should find out what our cost factor would be to put a proper structure across it, gravel the damn thing and let these people use it. But... CASEY DITTRICH: And I'm all for that, I understand that. But

playing Devil's Advocate, we have 20 some structures that were on our bridge deficiency list, and so we get some people that come back in and say that road wasn't a road for forty years, and now because someone stuck a culvert in somewhere now you guys are going to spend 100-150 to 200,000 on a road that hasn't been open for 40 years. I've already heard that argument and I want to bring it to light now, cause we are discussing it. We've got fishing bridges all over the County that are driven with 100,000 pound semis over them with three (3) ton ratings. ED SCHINDLER: Well they've been going across it for how many years? CHARLIE MEIS: Well it just started now. CASEY DITTRICH: Yeah there's no... CHARLIE HENERY: In 1968 or so it burned down. (Indistinct chatter) CASEY DITTRICH: Somebody knows more than me because I can't get a straight date on that. (Laughter) Nobody puts themselves there but I've heard early seventies. JERALD SCHWAGER: Let's have Brian take a look there and see what the cost would be on that. LISA PAYNE (clerk): Who is the gentleman in the back? CASEY DITTRICH: To size the structure? Do you want to come forward? BRIAN MCDONALD: You're still in a public hearing. Um, if all the input has been given to the Board and you want, you guys need to close the hearing and made a decision on how you guys want to compensate. LEROY KERKMAN: If uh, if he was to close a short portion of that road from like Brian Dinslage's driveway there down to just south of where he has to go in his field. And then that reverts back to the landowners, revert back to you and Dinslage. The rest of the road would be open, that section would be closed. Then it would be your responsibility if you left the people go across it. CHARLIE MEIS: But what good would it do me? I mean you are still saying? What you know? LEROY KERKMAN: Well, that road has been closed for 50 some years. CHARLIE MEIS: I know it has, but like I said, you took a lot of other roads... LEROY KERKMAN: And you said, and you said something about taxes. You know that really that, there's about 70% of the taxes that you pay go to the public schools, and the college in Norfolk. Our portion is pretty damn small. GENE SELTING: Well, the problem with closing any portion of the road though, is that wherever you close it, um, no traffic can get through. So it negates the whole entire road. Whether it is one (1) foot or a quarter of a mile. CASEY DITTRICH: That is why I was saying – closing it at... LEROY KERKMAN: They wouldn't negotiate it if you were to let them go across it. CASEY DITTRICH: Yeah, it would be up to you guys. That is why I want to take it out of the equation. Because, the County is not in the business of making neighbors get along. As much as neighbors try and use a pry bar. GENE SELTING: Yeah. CASEY DITTRICH: It would be up to you to decide how many vehicles and when. I mean it happens every time. And that is the only reason. I am not trying to get anyone two (2) more acres to their land plot right now. I don't want to come in here and mitigate who gets to cross the fences across the road six (6) months out of the year, like it is right now. It is not there, but the posts are there. It has been an ongoing problem. I have had to call the sheriff out there. I have been directed by the Board to call law enforcement. I do not particularly like doing that to land owners and cattle raisers. Because they put up a hot wire across the road way. But, this needs to, that is why we are in a public hearing. So all of these concerns can be address including the fencing of the road on the south end. And that is why I would like to see if anything happens, it goes back to you guys so you can decide who, how, and when they can cross that. GENE SELTING: Well, it won't be in my power to do that. Because if it is closed, a certain neighbor is going to say it is closed, so what are you going to do about that? Nobody is supposed to go through it. So we are going to fence it off. And so again, I want to guarantee you that will happen. If you close any portion of that road, it will be completely inaccessible because of the neighbor want to have... LEROY KERKMAN: Oh! We won't close. We will not close the part South. CASEY DITTRICH: If we do... BRIAN MCDONALD: (Inaudible) LEROY KERKMAN: We will not close the south part. GENE SELTING: But if, say you close the very north one (1) foot. He is still going to use that excuse. Nobody can go through the road. And it is going to be grazed and patched – fenced off. And it makes the road worthless. _____: If there is a way we could close it and keep it open, yet. (All laugh) CASEY DITTRICH: On that point, if we were to close the road north of Gene's south boundary that is all we have to hit. It reverts back to you. Your south neighbor can't come in and say this is closed. He can't go past his boundary. LEROY KERKMAN: No he will not. CASEY DITTRICH: He can't. GENE SELTING: He will put a fence up there, he put a fence across there one time. LEROY KERKMAN: He can't. He can't. Because that road will be open. GENE SELTING: He has before. BRIAN MCDONALD: The fence can go down the middle of the property. You own up to the center of the road. He owns... you have 33 feet, if this road is closed. CASEY DITTRICH: He is talking south. GENE SELTING: The south, yeah. He owns both sides. He owns both sides. CASEY DITTRICH: The south neighbor, going up that road owns both sides. And has been known to fence the road whether the sheriff goes and talks to him or the County Commissioners talk to him, or I talk to him. BRIAN MCDONALD: So his land is east to west. CASEY DITTRICH: So if we went north of Gene's south boundary, it would be, if we are going to uses names, it would be Brian's land. I guess if Brian didn't want anybody on it, he could come out to the center of the road his 33 feet put a fence up. You still got 33 feet from your existing fence line that you can turn into a road. Whether you let the public travel it or not. They would have to go around the black diamond sign – that takes the county liability off. If there was a route around that sign, and then went up to you – that is totally up to you. GENE SELTING: I think it would be a lot cleaner to put in a better structure and keep it. That is my thoughts. That is what I would like to see happen. LEROY KERKMAN: I guess we would kind of have to know what that was going to cost. BRIAN MCDONALD: Alright, I guess is there any other input? Like I said, you are still in a public hearing, is there any other input you guys want from the public, or is there anybody else who has something to present, before you close the public hearing? Then you guys can make the decision.

CHARLIE MEIS: Gene, how many signatures you got for that? GENE SELTING: Ah. I am working on about 22 right now. CHARLIE MEIS: If he had 40, would it make any difference? GENERAL: No. CASEY DITTRICH: Thanks for coming today. That is the biggest thing right there, get the conversation going. I totally agree, I mean I am just as guilty as the last guy. Do you know how many times I have driven that road since you done that? It is very handy. GENE SELTING: Well there you go. CASEY DITTRICH: I will admit that. It is damn handy. There is no good way around it. GENE SELTING: There is one more thing. If 30 or 40 people do want it open, how can you vote to close it? They are all local, within about three (3) mile radius. They are all wanting it open. How can you close it? That, I guess that's my... BRIAN MCDONALD: Any road that remains open at the discretion of the Board. They can close down the Pierce-Neligh road if they want to. GENE SELTING: Right, right. I understand. BRIAN MCDONALD: Like I said, you can present your case to the Board, the Board decides which roads are open or not. LEROY KERKMAN: If we did that. CHARLIE MEIS: You also have power lines that go down there, down alongside that road. If the power company has to have access to it, how is...? BRIAN MCDONALD: That is all addressed in my letter to the Board. They will have to obtain an easement of some sort. LEROY KERKMAN: If we were to put the culverts in there, would you do the work? GENE SELTING: I sure would. (laughter around the room.) LEROY KERKMAN: Is that legal; would that be a legal deal? CASEY DITTRICH: Is he bonded? BRIAN MCDONALD: Is he willing to get bonded? JERALD SCHWAGER: It would be a liability to use then. GENE SELTING: If I do it according to plans, someone else overseeing the whole thing... BRIAN MCDONALD: You still have to be bonded. JERALD SCHWAGER: You would still be under construction, you'd be a liability to the County. BRIAN MCDONALD: Basically, you have to be bonded and insured to do work on a public road. CHARLIE HENERY: It has been surveyed. It has to be engineered. It has to have the wetland delineation, right? BRIAN MCDONALD: We got to get a permit to cross it. CHARLIE HENERY: We got to get a permit from the CORPS. And then is has got to meet those specs by a bonded construction person. CASEY DITTRICH: The work that you have done already is great for the County, no matter what way we go. I mean, I can't, it was not done by the book, and by the rules. But what you did was great. The dirt is there. You improve. Should the Board decide to go that route, I can tell you that Gene saved us a lot of money in dirt work. If he is willing to do that it is something that can be worked out, should we move forward. But, we can definitely do this cheaper than we could... If somebody says that they are just going to open up any old road anymore. That is not the cause here. We are not really opening up any old road, it is passable you can see from the photos there that I took from my pickup on the road. You probably cannot meet a car, which on the end of the culvert. But that would be where we would focus on. Do you think the grade is ok? Have you been down there? BRIAN MCDONALD: I haven't been over there for a while. Like I said, we have got to run a survey through there to see what we got. What we got to change, what we don't. CASEY DITTRICH: Just the work that you have done will cut the labor in half, from what I have seen. I am pretty green, but I really think that is an honest statement. CHARLIE MEIS: If you close the road then to Gene's south boundary, ok, and from his south boundary you closed it up to Brian Dinslage's driveway. And Gene extended his culvert to the east and went around and put a fence down the middle, so you could drive up to the road closed sign – which would be Gene's south boundary. Correct? CASEY DITTRICH: Um-hum. CHARLIE MEIS: So they beyond that then its only, it's Gene's. SELTING/MCDONALD: It's private land. BRIAN MCDONALD: 33 foot either side. CHARLIE MEIS: It's on private land. But he would not be on Brian Dinslage's side, he would be... BRIAN MCDONALD: He would be have to be on his side, on the section line. CHARLIE MEIS: He would be on his side, so that would be an option, they you would say. CASEY DITTRICH: If Brian wanted to move his fence out to the center to his, to his actual property line, on center line, yes. BRIAN MCDONALD: Again, that would not be an open public road. CHARLIE MEIS: But he wouldn't have to move his fence out there. BRIAN MCDONALD: No. CASEY DITTRICH: No he wouldn't have to. If he doesn't want anybody driving on his ground, or he wanted the extra quarter of an acre of grass. He has every right to move his fence out there. It probably wouldn't happen. But... CHARLIE MEIS: What kind of barricades do you put up there then. If you get up to Gene's south boundaries, and it says road closed, are you going to be able to go, or is Gene going to be able to drive around it to go on his extension. CASEY DITTRICH: If that is what is proposed. BRIAN MCDONALD: To, me I would like to see a gated structure with the diamonds on either side. As far as exactly were road closes. CASEY DITTRICH: What is the minimum requirement? If we put a sign on two (2) posts right in the dead center of the road. BRIAN MCDONALD: Yeah, we can, absolutely. I think as a minimum you need one, I recommend you have multiple. Just because they don't show up that great. CASEY DITTRICH: Then we would sign at the oil near the substation, we would put up "Not a Thru Road" That way people would be expecting to see that diamond sign. CHARLIE HENERY: So then what do you do when he stumbles out of the bar and gets ran over tomorrow? Then the land sells. Then it is a whole different deal. You don't know what your future is. CASEY DITTRICH: That is what I was talking about; we do this one time... CHARLIE HENERY: You know you don't know what... yeah it is fine and dandy today with him, or it everything. But the future you don't know anything about. BRIAN MCDONALD: That is why I am, to represent the future. CHARLIE HENERY: He might sell. He might sell it? Get rid of it? Or... CASEY DITTRICH: What if we close the road and retain the right-of-way for the new section we are talking about. Gene's south boundary north to Dinslage's driveway. Close the road. Close the road but retain the right-of-way. So, he gets hit by a truck and we still have... BRIAN MCDONALD: You still have that. That is my recommendation. CHARLIE HENERY: You still, you still would have the right-of-way within the County's possession. CASEY DITTRICH: As much of a section. CHARLIE HENERY: But the road will be closed. CASEY DITTRICH: We would start north of your south boundary whether it is two (2) feet or 200 feet. CHARLIE HENERY: Do you think we should find a dollar figure before we make all of these decisions. LEROY KERKMAN: Probably so. GENE SELTING:

Yeah. I think any road closure there is going to prompt fences across there, and make it inaccessible. That is what I am afraid of. So if you guys could figure out what it costs, and I will donate whatever I could and just fix it up. CHARLIE HENERY: And solve the problem. CASEY DITTRICH: It is, it is a kick in the chin. It happens south of Tilden, same way east of Elgin. We have got roads where Invenergy came and built them up, made them a 26 foot wide surface. And it is crazy, it just goes to nowhere, and now the road is 14 feet wide, because there is one (1) vehicle that drives that road and it becomes a sunflower farm. And this is that exact case. When you are driving down that road you got 26 feet, it is an interstate, and it comes to nothing. CHARLIE HENERY: That would be my thoughts. Would be that we need to put a dollar figure on it before we make any decision on this. LEROY KERKMAN: Could you submit just as a water way. That water runs across it. Instead of having a culvert in it? BRIAN MCDONALD: To do a low water crossing, you still have to build a tube and a structure. If you can pass a minimum size flood, which is a two year flood, we don't have to take and go down to the Classifications and Standards Board and request a low water crossing. So at a minimum, I would recommend it would save you guys' money in the design, because you are going to pay for that anyway. To go down there and get a relaxation of the standard to allow a low water crossing. Like I said, if we hit a two (2) year frequency storm it is not a low water crossing. I would argue that it is going to cross almost every other year. But it gets you out of that standard. It is going to be more than what you've got as pipe. But, I think you could do it with pipe structures to get up to that point. CASEY DITTRICH: If we could, if it, if the water, once he sizes it, if it comes back to $\frac{2}{8}$ or $\frac{3}{8}$, the dirt is there, we have all the help in the world to do it. It is a two (2) week maximum project, probably not even that. Especially if we can do it when it is dry if the spring is slow enough. It is probably something the county can do. I think if it was a couple of eighths it would be tough to move around, but it is doable, as long as it meets standards. I mean right now, the ADT on that road is zero. CHARLIE HENERY: Can we reclassify that road as a minimum maintenance road and help this out any at all? As far as your standards? BRIAN MCDONALD: Everything you do on a minimum maintenance road has to go to the Classification and Standards Board. CHARLIE HENERY: Still the same. BRIAN MCDONALD: Minimum maintenance can be a hindrance, unless, say you've got an extreme amount of grading you got to do. This isn't that case. I wouldn't recommend that those things change. CHARLIE HENERY: Ok. BRIAN MCDONALD: To avoid the Classification and Standards Board – if we meet the, if we lower the design speed to 35 from 40, which doesn't sound like much. But it does change quite a bit on the grading. Ah. I don't think you can change anything to save anything there. CASEY DITTRICH: If we got a relaxation of the standards would be the next thing we have to do - to do a low water course. BRIAN MCDONALD: Like I said, I think you can build something reasonable with a little bit of pipe structure. As far as meeting the standard, this is the bottom of that thing is fairly flat. We may have widen out what is there. Which is probably the biggest part of what I am looking at. And then, like I said, size the structure so it passes a minimum of a (2) year. If it looks like it is going to be a frequent, it may be worthwhile putting a head wall on this thing. To make sure if we get a lot over the top the culverts are still there. CHARLIE HENERY: We are looking of repeating ourselves here. Maybe we will find out what we are doing. I make a motion to... LEROY KERKMAN: I think we should do that. CHARLIE HENERY: I make a motion to close the public hearing, and do a, and give Brian permission to put some temporary numbers together to kind of see where we are for a structure for that. JERALD SCHWAGER: You going to close the hearing first? LEROY KERKMAN: Yes. CHARLIE HENERY: I motion to close the hearing. JERALD SCHWAGER: I will second the motion. LEROY KERKMAN: Motion and second to close the hearing. Schwager? Henery? Schindler? Eli? (All respond yes) and I will vote yes. Ok. CHARLIE HENERY: I make a motion for us to have Brian do a study on that to where we are at for a structure as far as cost wise. JERALD SCHWAGER: I will second that. LEROY KERKMAN: That is seconded by Schwager. Everybody understand what we are doing? (Yep) Eli? Schindler? Schwager? Henery? (All respond yes) and I will vote yes on that too. CASEY DITTRICH: We are going to size a structure, but we are not go for – the \$5,000.00 – for the permitting process we are not going to do that at this time. Ok. Just so the record is clear. MCDONALD/HENERY: Not at this time. BRIAN MCDONALD: I can give you an idea of what that is going to be. I will just give you a summary. As far as sizing the structure, I will tell you what work needs to be done. That is the study. As far as the petition that was submitted, the hearing we had today, I believe you have got to make a decision, probably something in the minutes that says, we are going to keep this road open at this stage and if you want to re-address this you have to have a new hearing to close it. CASEY DITTRICH: This wasn't a petition. It was just a Board vote, but... BRIAN MCDONALD: Well, but either way, this whole thing triggered as a process. If you are not going to make a decision, we either got to table that decision; I think that is probably... LEROY KERKMAN: I think that's what we need to – is table the decision. JERALD SCHWAGER: Be better to table it, Brian. Probably. BRIAN MCDONALD: Yeah. Ok, like I said, I think that will keep you in... But something needs to be done, with that... JERALD SCHWAGER: Table it and go on. LEROY KERKMAN: Yeah. BRIAN MCDONALD: That piece of it. You got your hearing, you want addition information. I've got to gather... CHARLIE HENERY: Everybody understands what we are doing as let's just table it. BRIAN MCDONALD: It is not going to be next week. LEROY KERKMAN: No, I know it. LISA PAYNE (clerk): Why don't you make a motion? CHARLIE HENERY: I will make a motion that we table this decision. JERALD SCHWAGER: I will second that. LEROY KERKMAN: Second by Schwager. LISA PAYNE (clerk): So the motion: "Motion to table the decision on hearing until further numbers are gathered to be discussed and decided at a later date." Does that work with you? LEROY KERKMAN: Yes. That will do. CHARLIE MEIS: So this will come back as an agenda item at a later date? LISA PAYNE (clerk): Yep! LEROY KERKMAN: Schindler? Schwager? Henery? Eli? (All yes) and I will vote yes. HENERY: You might be surprised where the center of the road is at. Your culvert might not even be close to the center of the road. GENE SELTING: Probably. CHARLIE HENERY: Somebody just started down that road years ago, and said this is the section line. CASEY DITTRICH: Appreciate getting the corners mapped.

10:13 AM Motion by Commissioner Henery to close the public hearing. Motion seconded by Commissioner Schwager. Voting aye: Schindler, Schwager, Henery, Jacob and Kerkman. Nays none. Motion carried. Motion by Commissioner Henery to Table the decision on closing of 524th Avenue, in order to gather information, and consider costs. This is tabled to be discussed and a decision made at a later date. Motion seconded by Commissioner Schwager. Voting aye: Schindler, Schwager, Henery, Jacob and Kerkman. Nays none. Motion carried.

Brian McDonald met with the Commissioners regarding NDOR Bridge Matching funding. They submitted Projects 318 and 319, one north of Tilden and one south of Tilden (box culvert replacements). To sweeten the deal elimination of Project # 405 was added. The funding was awarded for all three projects. Brian recommends to start getting the process started. Project 318 has been surveyed. The CORE permit can be the choking point. These projects have to be done in two (2) years, by the end of 2019. This is the 55/45 cost share. There is not a lot of dirt work needed on these projects. Motion by Commissioner Schwager, seconded by Henery to have Brian proceed process on Projects #318 and #319 for the bridge match program. Voting aye: Schwager, Henery, Jacob, Schindler and Kerkman. Nays none. Motion passed.

Midwest Sales and Service Claims: Matt Klaben, Klaben Construction manager met with the Commissioners regarding the claim received from Midwest Sales and Service Claims. This claim is for pylons from the Royal Bridge Project. Klaben was on this project on a Sunday, Brian was not available by phone, and the culverts were trying to float away. Because there was so much mud and muck in the area the culverts would not stay in place. Working with the mud, compared to the dirt it became heavy and bowed the culverts. To keep the project moving forward, and to complete the project it was decided to get the pylons from Midwest. They drove up and brought the pylons. Mr. Dittrich did not know there was county blessing, and discussed with Midwest, who claimed there was county blessing through Matt Klaben. Matt reported Jerry Schwager and Eli Jacob were both on site and knew this was taking place. It was discussed the pylon is working well and is what the project needed. It might have been done a different way, but outside of timeliness and change orders (both costly measures in other ways). Commissioner Jacob made a motion to pay the Midwest Claim. The Commissioners were in complete agreement to pay the Midwest Claim as submitted. It will be in next week's claims. The motion died for lack of second. No further action.

Brian McDonald reported he met with Keystone XL Pipeline. They are looking at beginning construction fairly soon, possibly 2019. He discussed we would want them to have their pipeline out of the way. They are talking about road access, and road agreement. This will not be nearly as evasive as the wind farm. He was looking at approximately 20 truckloads of pipe per mile.

Art Tanderup, a land owner in the routes for the pipeline, met with the Commissioners regarding the **Keystone XL Pipeline** and the proposed alternative route. He presented information regarding the timeline of the project, and other issues hindering the advancement of the current project. No action was requested. No action taken.

Road Boss Report:

Access Permit: Motion by Commissioner Henery, seconded by Commissioner Schindler to approve the access application permit submitted by Keith Clark to establish a permanent road access in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21, Township 23, Range 6 West of the 6th P.M., Antelope County, Nebraska; on 831st Road. Keith Clark – owner, Bruce Clark Tenant. Access to be used for grain bin. All work to be done according to County and State specs. Owner needs to maintain a 500 foot sight line, no culvert is needed. Those voting aye: Henery, Schindler, Jacob, Schwager and Kerkman. Nays none. Motion carried. Mr. Clark, owner, will need an underground permit, and will present for same.

We are proud to announce the **bridge matching funds** acceptance of two (2) bridges. The bridge number of 16025 and 14705, and removal of 30110. The bridge north of Tilden was constructed in 1950, has a 3-ton rating it will be a triple followed by a box culvert. The road had about 40 average

traffic, during the last time the state measured traffic. The bridge south of Tilden is a 41-foot-long bridge constructed in 1935s it is 15.5 feet wide between the trusses. It will be replaced with a triple 12 x 6 culvert. We will remove the structure up on the Holt County line. It was constructed in 1960. We could receive up to \$200,000.00 for these projects, utilizing the 55/45 cost share, total project cost is approximately \$405,000.00. These projects will have to be completed at the same time, before the end of 2019.

There are 126 bridges over 20 feet that 18% are **structurally deficient**.

The **Royal Bridge** has not been settled. They reach out for more information, we produce, they remain silent. We will remain firm on our \$60,000.00 bridge.

The **Knox County bridges**, Kevin Barta has been discussing with me. There are two (2) - 60-foot truss bridge and 118-foot double truss bridge. Knox County has a bridge building crew but they do not intend to do it. They will contract these out. We will have to watch these, they were not included on our One and Six – because they have Knox County Bridge Numbers. Any bridge on the county line is 50/50 ownership. Brian McDonald said to wait until estimates come in. Kevin Barta has been very open, but the budget can not take a \$500,000.00 hit.

During snow removal, we had some damage to **CAT 950 Payloader**, out of Oakdale. It needs a new wishbone; insurance claim will be coming through.

Liz Doerr, **Zoning Administrator** gave her regular meeting report. She presented with an Administrative Plat from Aschoff Brothers. This is a 4.0 acre split in the S½NW¼ Section 22, Township 28, Range 5, west of the 6th P.M., Antelope County, Nebraska. Motion by Commissioner Schwager, seconded by Commissioner Henery to approve Administrative Plat. Voting aye: Schwager, Henery, Schindler, Jacob and Kerkman. Nays none. Motion carried.

The permit report of January. Matt Fischer, class I cattle on both sides of his place by his dad. It is temporary and does not actually need a permit.

Jeremy Wagner in Frenchtown, he built dog permit – that is not all corrected. Verlin Braun paid a late fee.

Liz will not be available next week, she has a meeting in Lincoln.

Planning Commission is scheduled for February 20th in the afternoon. It has been a while since the last meeting. There are several items on the agenda. One of the Planning Commission members will need to serve on the Board of Adjustments. There is no fee on the Fee Schedule for them, so that needs to be reviewed. I have Matt's pre-application meeting, it is something Keith suggested. They come in and tell us what they are planning for livestock operations, and the board has the chance to ask questions in an informal manner. There is a public hearing set for Cody Schacht, he is proposing a seed warehouse sales office a half mile west of CVA at Royal. Election of Officers.

Maximus: Maximus is the company contracted by Antelope County to review and verify a cost analysis for the Department of Health and Human Services in support of the State of Nebraska Child Support Enforcement Office. Motion by Commissioner Henery, seconded by Commissioner Schwager to approve the Maximus Consulting Services, Inc to conduct the Indirect Cost Allocation for 2018. Voting aye: Henery, Schwager, Jacob and Kerkman. Nays none. Schindler out of room for vote. Motion carried.

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT (this "Agreement") is entered into by and between MAXIMUS Consulting Services, Inc. ("Consultant"), and Antelope County, Nebraska ("Client"). In consideration of mutual promises and covenants, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services. Consultant shall perform the services detailed in Exhibit A, attached and incorporated by reference as if fully set forth herein (the "Services"), in a professional and workmanlike manner consistent with the typical standards of the industry.
2. Term. This Agreement shall commence on January 2, 2018 ("Effective Date") and shall remain in effect until January 1, 2022, or until completion of, and payment in full for, the Services specified in Exhibit A, whichever occurs last. The parties may mutually agree to extend this Agreement for two additional one-year periods, pursuant to an amendment duly signed by both parties.
3. Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, attached and incorporated by reference as if fully set forth herein.
4. Termination.
 - a. Termination for Cause. Upon material breach of the terms of this Agreement, the nonbreaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have a minimum of 30 days from the date of receipt to cure any such default prior to the effective date of termination.
 - b. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days' prior written notice to the other. In the event Client terminates this Agreement, Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.
 - c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all Services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.
5. Data Accuracy. Consultant shall provide guidance to the Client in determining the data required. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. The Client further acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
6. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days' prior written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours and no more than once every six months. Any employee, consultant, subcontractor or MAXIMUS Professional Consulting Services Agreement – last updated November 21, 2016 agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted access.
7. Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables under this Agreement are specifically set out in Exhibit A.
8. Insurance. Consultant shall maintain customary general liability insurance in the amounts of \$1,000,000 per occurrence / \$2,000,000 annual aggregate, workers' compensation insurance including employer's liability in the amount of \$1,000,000, automobile liability insurance in the amount of \$1,000,000, and professional liability insurance in the amount of \$1,000,000.
9. Indemnification. To the extent allowed by law, Consultant shall defend, indemnify and hold harmless the Client from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorneys' fees) to the extent proximately caused by the negligent actions or willful misconduct of Consultant, its employees or agents. Consultant shall not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Client, its employees, consultants, or agents or any third party.
10. Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability,

breach of contract or breach of warranty shall not, in the aggregate, exceed \$12,600. In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy. Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes

performance of the Services specified in this Agreement.

11. Consultant Liability if Audited. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.

12. Notices. Any notice of default, in accordance with section 4(a) of this Agreement, shall be delivered by certified mail or overnight courier. Any other notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via email or in the United States mail, postage paid, to the address noted below:

MAXIMUS Professional Consulting Services Agreement – last updated November 21, 2016

Antelope County

Antelope County Courthouse

501 Main; P.O. Box 26

Neligh, NE 68756

402.887.4410

MAXIMUS Consulting Services, Inc.

808 Moorefield Park Drive, Suite 205

Richmond, VA 23236

804.323.3535

fsc-operations@maximus.com

Such notice shall be deemed delivered same day if sent via email or 5 days after deposit in the U.S. mailbox.

13. Changes. The terms and conditions of this Agreement, including all attached and incorporated Exhibits, may be changed only by written agreement signed by both parties.

14. Miscellaneous.

a. If Consultant is requested by Client to produce Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder, then Client and Consultant shall execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with Consultant's response and related to the reasonable fees of Consultant in responding. The foregoing does not diminish or negate Consultant's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under the Description of Services contained in Exhibit A.

b. Consultant specifically disclaims all warranties, express or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose.

c. Consultant reserves the right to subcontract the Services. Consultant agrees to notify Client in writing of any such subcontracts.

d. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.

e. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and its employees are not to be considered agents or employees of Client for any purpose.

f. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.

g. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

MAXIMUS Professional Consulting Services Agreement – last updated November 21, 2016

h. This Agreement and any additional or supplementary document or documents incorporated by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

i. Neither party shall be liable by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

j. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

k. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, Client and the Consultant have executed this Agreement as of the date last written below.

Antelope County, Nebraska

By: /s/ LeRoy Kerkman

Name: LeRoy Kerkman

Title: Chairman, Antelope County Board of Commissioners

Date: 02-06-2018

MAXIMUS Consulting Services, Inc.

By:

Name:

Title:

Date:

MAXIMUS Professional Consulting Services Agreement – last updated November 21, 2016

EXHIBIT "A"

Scope of Services

NE CO Antelope CAP 17-19

Description of Services:

a) Development of a Central Services Cost Allocation Plan. The Consultant shall prepare on behalf of the Client a central services cost allocation plan to identify support services performed in fiscal year 2017 which will result in cost reimbursements during fiscal year 2019. Consultant shall complete fieldwork during fiscal year 2018. The central services cost allocation plan identifies the various costs incurred by the Client to support and administer federal programs. If the Agreement is not terminated per the provisions of Section 4, the Consultant shall develop a central services cost allocation plan to identify support services performed in fiscal year 2018 which will result in cost reimbursements during fiscal year 2020. Consultant shall complete fieldwork during fiscal year 2019. If the Agreement is

again not terminated, the Consultant shall develop a central services cost allocation plan to identify support services performed in fiscal year 2019 which will result in cost reimbursements during fiscal year 2021. Consultant shall complete fieldwork during fiscal year 2020.

b) Plan Contents, Consultant Staffing and Client Participation. Each plan will contain a determination of the allowable costs of providing each supporting service, such as: insurance, building maintenance, financial administration, etc. Consultant shall analyze all data required, perform all cost allocation calculations, and complete the cost allocation plan in a form ready for the Client to submit for Federal and State approval. Client personnel involvement will be limited to locating and providing access to accounting and payroll records, answering questions to enable Consultant to appropriately interpret Client records, and participation in brief interviews by selected personnel to enable Consultant to determine appropriate allocation of costs across Client programs.

c) Negotiation. Consultant shall negotiate use of the completed cost allocation plan with the appropriate Federal and State representatives if necessary.

d) Instruction and Monitoring. Consultant shall instruct Client personnel in preparing the claims to the State and other appropriate sources for recovery of funds due the Client. Consultant will monitor the progress of Client claims to insure the Client receives recoveries due it. (Contract end.)

Antelope County Treasurer, Deb Branstiter, shared her semi-annual report. It was published. No action taken.

Antelope County Treasurer, Deb Branstiter shared the total due and unpaid taxes for year 2016 and prior is a little over 110,000.00+/- . This is low in comparison to previous years.

January 1, 2019 is a Tuesday, and a regular **Board meeting** day. We will meet on Wednesday, **January 2, 2019**.

Motion by Commissioner Henery, seconded by Commissioner Jacob to **approve** the payment of **Jury Claims** of \$8,614.13. District Court had a jury trial in January and the jury fees were paid at that time. Voting aye: Henery, Jacob, Schindler, Schwager and Kerkman. Nays none. Motion carried.

Motion by Commissioner Henery, seconded by Commissioner Schindler to approve the appointment of Cris Kurpgeweit the **Antelope County Airport Authority** for the year 2018. Cris will run for office in 2018, and if elected will continue his term for the remaining 4 years. The Airport Authority runs for 6-year terms and the vacancy is created from the 2016 election. Voting aye: Henery, Schindler, Schwager, Jacob and Kerkman. Nays none. Motion carried.

Orchard Historical Society applied for grant funding for siding on the District 57 School House. These funds were approved by The **Visitor Fund**, and then referred to the Commissioners for approval. The Historical Society has resided the school house and requested \$1,500.00. Motion by Commissioner Henery, seconded by Commissioner Schindler to approve the \$1,500.00 payment to Orchard Historical Society. Voting aye: Henery, Schindler, Jacob, Schwager and Kerkman. Nays none. Motion carried.

LB 1022 No Discussion. No action. Larry Dix, NACO President, will keep us informed.

Motion was made by Commissioner Henery seconded by Commissioner Jacob to **adjourn**. Voting aye: Schindler, Jacob, Henery, Schwager, and Kerkman. Nays none. Motion passed.

Meeting adjourned at **11:06 AM**.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman of the Board, LeRoy Kerkman

Attest: _____
County Clerk, Lisa Payne