

June 25<sup>th</sup>, 2019  
Antelope County Board of Commissioners  
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday, June 25<sup>th</sup>, 2019 at 9:00 AM in the Commissioner Meeting Room, Antelope County Courthouse, Neligh, NE. The meeting was to finish Fiscal Year End 2019.

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.

Chairman Borer opened the meeting at 9:00 AM. Responding to Roll Call: Commissioners Henery, Smith, Jacob, Bentley and Borer. Open Meetings poster is posted on the east wall of the Commissioner Meeting Room. Additional copies available in the County Clerk's Office.

Pledge of Allegiance was recited.

**Agenda:** Motion by Commissioner Bentley, seconded by Commissioner Smith to approve agenda as submitted. Voting aye: Smith, Jacob, Bentley, Henery and Borer. Nays none. Motion carried.

**Minutes of the June 11<sup>th</sup>, 2019 Board of Commissioner Minutes:** Motion by Commissioner Henery, seconded by Commissioner Jacob to approve minutes as presented. Voting aye: Smith, Jacob, Bentley, Henery and Borer. Nays none. Motion carried.

**Correspondence was reviewed:** Farmers Pride propane contract letter; Jonny Dodge-thank you for 2019 3500 Dodge Ram Pickup Purchase; RC&D Council Minutes; Region 4 Behavioral Health System membership letter; Certificate (2) of Property Insurance Caterpillar from NIRMA; Neligh News & Leader termination letter; Letter from County acknowledging training exercise for Eglin AFB, Florida; Antelope County Planning Commission Minutes from April 2, 2019 approved by Planning Commission in June; Jon Cannon & Ruth Sorensen email regarding LB512 regarding Q&A and telephone conference; NDOT Flood Recovery Update Meetings; Invenergy Road Use Map. BOE next Tuesday. Notice to landowners x 3 was published; Larry Dix email regarding Whitehouse Visit.

A brief refresher/discussion on **LB512** – Destroyed land. Natural Disaster destruction only.

**Receipts:** Nothing to present

**Pledge Collateral:** \$510,000.00, plus FDIC insured of \$250,000.00. Pinnacle Bank will increase by \$2,500,000.00 for deposit on Friday. This was confirmed by end of meeting.

**Budget:** Discussion of the budget and the \$950,000.00 being transferred from General to the Disaster Fund. Which is similar to transfer to Road and Bridge, so it is not an abnormal expenditure. 2018-2019 budget is still on track.

**Protests:** are scheduled for the 23<sup>rd</sup> of July at 9:00 AM. They have to be completed by July 25<sup>th</sup>, 2019. There is normally a meeting at the end of July (30). Discussion of changing the regular meeting date to after the protests on the 23<sup>rd</sup>.

**Zoning Administrator Report:** Liz presented her report. Planning Commission Minutes. The final site plan for Thunderhead was reviewed. Invenergy did not have all of the Geo-Tech work completed. They have applied for their FFA permits, so the most they can move them is 90 feet, which the Planning Commission did not think would matter to much. Liz has posted these site plans on the Antelope County Website. Most seem to be in compliance, the Planning Commission did not identify any problem areas. Alternate towers are also listed on this map, most seem to be in compliance with the setback and the clustering. Some of the alternate locations may need to be adjusted if the other towers are built. Commissioner Smith mentioned the Planning Board originally requested a 2,600-foot set bank

**ProtexCentral Contract:** Motion by Commissioner Smith, seconded by Commissioner Bentley to approve the Protex Central Contract as presented. This item was postponed from an earlier meeting as Ed Schindler, Maintenance had been wanting to get a second quote, but it never came. The ProtexCentral contract is a three (3) year contract for \$325.00 for Annual Fire Alarm inspection. Voting aye: Smith, Bentley, Jacob, Henery and Borer. Nays none. Motion carried.

PERIOD OF AGREEMENT: AGREEMENT SHALL BEGIN 5/ 1 / 2019 AND CONTINUE FOR THREE (3) YEARS.

SCOPE OF WORK:

Protex Central will test & inspect all fire alarm system components listed in this document.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing Frequency - PCI will perform Inspections at a frequency that is listed on the Service Contract page or Systems to Inspect page: 100% test per year on automatic initiating devices (heat, smoke, duct smoke, manual pull stations and beam/optical smoke detectors & sensors, etc.) and 100% functional test(s) of NFPA 72 required battery load and notification appliances excluding a Decibel level test shall completed during the 12 month period. Fire Protection/Sprinkler System Initiating Devices that are connected and supervised by the Fire Alarm system will be tested electrically. All testing will be completed in accordance with the most recent edition of NFPA 72 - National Fire Alarm Code. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.

Sensitivity Calibration Testing of Smoke Detectors is not included unless listed as a line item within the proposal body with Item ID = INSP - SMOKE DETECTOR CALIBRATION and a Quantity greater than "0"

Customer Acknowledgement Initial: \_\_\_TB\_\_\_ Date: \_6-25-2019

TERMS & CONDITIONS:

A. DEFINITIONS

1. "Equipment" means the equipment covered by the Services to be performed under this Agreement, and is identified in the respective work scope attachments under the "Equipment List".
2. "Services" means those services and obligations to be undertaken by PCI in support of CUSTOMER pursuant to this Agreement, as more fully detailed in the attached work scope document(s), which are incorporated herein.

B. COVERAGE:

1. CUSTOMER agrees to provide access to all Equipment covered by this Agreement. PCI will be free to start and stop all primary equipment incidental to the operation of the mechanical, and life safety system(s) as arranged with CUSTOMER's representative.

2. It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached Equipment List. Repair or replacement of non-maintainable parts of the system such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of CUSTOMER.

3. PCI will not reload software, nor make repairs or replacements necessitated by reason of negligence, vandalism or misuse of the Equipment by persons other than PCI or its employees, or caused by lightning, flood or water damage from any source, electrical storm, or other violent weather or by any other cause beyond PCI control. This clause shall supersede and take precedent over any Emergency Service clause or provision contained elsewhere in this Agreement.

4. This Agreement assumes that the systems and/or Equipment included in the attached Equipment List are in maintainable condition. If repairs are necessary upon initial inspection, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly. System equipment deemed to be no longer economically maintainable (obsolete) by PCI will be identified throughout the term of this agreement and brought to the CUSTOMER's attention and may be removed from this specific Agreement or coverage type on the equipment identified may be reduced.

5. Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. PCI shall not be obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to CUSTOMER'S system(s) hereunder.

6. All non-emergency services under this Agreement will be performed between the hours of 8:00 a.m. - 5:00 p.m. local time Monday through Friday, excluding federal holidays and normal PCI observed Holidays. If for any reason CUSTOMER requests PCI to furnish any labor or services outside of the above stated hours, any overtime or other additional expense occasioned thereby, shall be billed to and paid by CUSTOMER except as may be provided under the Emergency Service section or Special Provisions of this Agreement.

7. CUSTOMER will promptly notify PCI of any malfunction in the system(s) or Equipment covered under this Agreement that comes to CUSTOMER'S attention.

8. Inspection pricing provided is based on quantities and devices listed on the pages of this quote/proposal. If it is discovered that device quantities are different vs. what's listed in this quote/proposal or if devices are added/deleted to/from the existing system as a result of remodel/addition during the contract term, Protex Central, Inc. reserves the right to adjust the contract price according to necessary onsite labor adjustments.

#### C. PRICE, BILLING, AND TERM:

1. CUSTOMER shall pay or cause to be paid to PCI the full price for the Services as specified on the first page of this Agreement. PCI shall submit annual invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within thirty (30) days of the Invoice Date. Payments for Services past due more than ten (10) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed.

CUSTOMER shall pay all attorney and/or collection fees incurred by PCI in collecting any past due amounts.

Customer Acknowledgement Initial: \_\_\_TB\_\_\_ Date: \_06-25-2019\_\_

2. PCI may adjust the annual price of this Agreement periodically during the term of this Agreement (either up or down), and CUSTOMER agrees to pay for this negotiated increase or decrease in scope of services to the main Agreement between the CUSTOMER and PCI, if additional systems and equipment are added or deleted to the scope of this Agreement.

3. Following the initial term of this Agreement as noted on Page 1 of this Agreement and titled, "Period of Agreement", this Agreement will automatically renew for successive one (1) year periods unless canceled prior to the anniversary date with at least a thirty (30) day written notice issued by the CUSTOMER. Agreements that are automatically renewed beyond the initial term may be subject to a minimum price increase based on the published U.S. Department of Labor, Consumer Price Index (CPI) at the time of renewal.

4. CUSTOMER agrees to pay any sales, excise, use or other taxes, now or hereafter levied, which PCI may be required to pay or collect in connection with this Agreement.

#### D. TERMINATION:

1. CUSTOMER may terminate this Agreement for cause after giving PCI thirty (30) days advance written notice. CUSTOMER is responsible for payment of services provided up to cancellation date.

2. PCI may terminate this Agreement for cause (including, but not limited to, CUSTOMER'S failure to make payments as agreed herein) after giving CUSTOMER thirty (30) days advance written notice.

#### E. GENERAL TERMS AND CONDITIONS:

1. Assignment and Delegation: CUSTOMER may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of PCI. PCI may assign its right to receive payment to a third party.

2. CUSTOMER shall be responsible for maintaining all liability and property insurance. No insurer or other third party will have any subrogation rights against PCI.

3. Hazardous Materials: CUSTOMER represents and warrants that, except as otherwise disclosed in this in the areas where PCI will undertake work or provide Services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions.

4. CUSTOMER SHALL INDEMNIFY AND HOLD PCI HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER SUCH MATERIALS, SITUATIONS OR CONDITIONS, REGARDLESS OF WHETHER CUSTOMER HAS PRE-NOTIFIED PCI. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

5. Warranties and Limitation of Liability: PCI will replace or repair any product PCI provides or CUSTOMER procures under this Agreement that fails within the warranty period (Typically one-year) due to defective workmanship or materials. The failure must not result from CUSTOMER's negligence; or from fire, lightning, water damage, or any other cause beyond PCI control. This warranty applies to PCI fabricated and outside-purchased products. The warranty effective date is the date of CUSTOMER acceptance of the product or the date CUSTOMER begins to receive beneficial use of the product, whichever comes first.

6. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND PCI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. PCI SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

7. PCI shall not be liable for damages caused by delay or interruption in Services due to fire or flood; corrosive substances in the air or water supply that may enter or otherwise affect sprinkler piping and sprinkler systems including but not limited to biological growth, Calcium Carbonate Deposits and microbiologically influenced corrosion (MIC); strike, lockout, dispute with workmen, inability to obtain material or services, war, acts of God or any other cause beyond PCI reasonable control. Should any part of the system or any Equipment be damaged by fire, water, water leakage, freezing pipes, lightning, acts of God, third parties or any other cause beyond the control of PCI, any repairs or replacement shall be paid for by CUSTOMER.

8. Indemnity and Limitation of Liability: PCI agrees to indemnify and hold CUSTOMER and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under PCI negligent actions or willful misconduct in its performance of the Services. PROVIDED, THAT NOTHING IN THIS ARTICLE SHALL BE CONSTRUED OR UNDERSTOOD TO ALTER THE LIMITATIONS OF LIABILITY CONTAINED IN THIS ARTICLE OR THE INDEMNIFICATION CONTAINED IN SECTION 4. IN NO EVENT SHALL PCI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, OR CONSEQUENTIAL DAMAGES ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER. SUCH INDEMNITY OBLIGATION IS VALID ONLY TO THE EXTENT CUSTOMER GIVES PCI REASONABLY PROMPT NOTICE IN WRITING OF ANY SUCH CLAIMS AND PERMITS PCI, THROUGH COUNSEL OF ITS CHOICE, TO ANSWER THE CLAIMS AND DEFEND ANY RELATED SUIT.

9. The parties further agree that PCI is not an insurer; that the Services purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose the level and scope of services being provided by PCI from a variety of service options; that PCI will not be held liable for any loss, in tort or otherwise, which may arise from the failure of the system(s) and/or service(s) or any errors and omissions in the above referenced specifications. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.

10. BECAUSE IT IS IMPOSSIBLE TO ASSESS ACTUAL DAMAGES ARISING FROM THE FAILURE OF A SYSTEM AND/OR SERVICE PROVIDED UNDER THIS AGREEMENT, THE PARTIES AGREE THAT IF ANY LIABILITY IS IMPOSED ON PCI FOR DAMAGES OR PERSONAL INJURY TO EITHER CUSTOMER OR ANY THIRD PARTY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE ANNUAL SERVICE CHARGE OF THIS AGREEMENT.

#### F. MISCELLANEOUS:

1. Extent of Agreement: Except as and to the extent provided in the Contract, this Agreement represents the entire Agreement between CUSTOMER and PCI for the Services described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the Services described herein.

2. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent document unilaterally issued by CUSTOMER that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

3. PCI shall not be liable for any delay in producing, delivering, installing, or giving advice and technical assistance for any of the equipment or software covered hereunder if such delay shall be due to one or more of the following causes: fire, strike, lockout, dispute with workmen, flood, lightning, accident, delay in transportation, shortage of fuel, inability to obtain material, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of PCI. In addition, PCI shall not be liable for any delays caused by failure of CUSTOMER, or its agent, or any person or entity not a party hereto, to perform any of its obligations in a timely manner.

#### G. DISPUTE RESOLUTION:

1. This Agreement shall be deemed to be made in Adams County, Nebraska, regardless of the location of any office or representative of CUSTOMER, or the location of the equipment, or the place of signing by any party. This Agreement will be governed by Nebraska law. The venue for any claim arising under this Agreement shall be in Adams County, Nebraska. In the event of a dispute regarding the interpretation or enforcement of this Agreement which results in litigation, the prevailing party shall have its attorney's fees and costs paid by the losing party.

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**Accepted by: /s/ Tom Borer Date: 6-25-2019**

Last meeting a discussion of starting the second meeting of the month at 8:00 AM (currently we meet at 8:30 AM) for claim review was initiated. Motion by Commissioner Jacob, seconded by Henery to **change meeting start time on the second meeting to 8:00 AM**. Voting aye: Jacob, Henery, Smith, Bentley and Borer. Nays none. Motion carried.

Vendor Claims were reviewed.

#### Road Superintendent Report:

- **Cemetery Road:** Repair and overlay of Cemetery Road was discussed in detail last meeting and today. Casey reported the City of Neligh expressed no interest in a written agreement to reimburse the county if the road is annexed within 15 years. It was discussed cost sharing with the stretch of the road the city owns. The city is not disagreeing with the project. It is not legal to enter into a contract with the city-county for a future annex. Casey believed the city would not object and would be willing to share in their part

of fixing and overlaying of this stretch. Use of millings were discussed. It was voiced that repairing of this road is an awful lot of money. None of this is flood damage.

- **Everett Meyer bridge.** Kevin Barta, Knox County Highway Superintendent, said he did not have any knowledge of the bridge on the county being removed until way after it had been removed and culverts placed. Now we have a farmer who can't get to his field, and nobody knows where the bridge is. Knox County is willing to participate their share. Kevin is considering two (2) 10-foot diameter culverts. Mr. Barta requested to be kept in the loop. There was a Truss Bridge that was replaced between 2012-2014 with a single 10-foot culverts. FEMA is willing to reimburse costs for what was there. Mr. Barta is suggesting the culverts would be a temporary fix (2-3 years). The current culvert is buried under sand, and will be a huge undertaking to remove the same. Time frame on getting culverts is six-eight (6-8) weeks. Brian McDonald will do whatever the Commissioners wants to do. Engineered headwall will add additional time. The culverts and material will be approximately \$120,000.00 for this project. The pilings are still in place from the bridge, not in good shape. This culvert does not hinder the FEMA reimbursement, they will help replace what was there. This is considered an emergency project, so we need to move forward. It was recommended Casey get the best price on a single 100 foot 10-foot diameter and be very conscience of the timeline. The engineers are estimating this project \$800,000.00 with a cost share of 50/50 with Knox County. Casey was asked to spearhead this upfront and send Knox County their share. Casey said he will have a timeline and estimated cost by Tuesday, July 2<sup>nd</sup>, 2019.
- **Milling northeast of Brunswick** is completely ground. Casey believes there was over a mile worth of millings to be used. There is a windrow pile 6foot tall and 12-foot-wide, an estimate is 100 loads (90 loads for a mile). The plan before the rain was to remove it today. It still needs to be graveled for final project.
- **Road South of Oakdale:** Rick Funk is laying milling back out. We maintained till 11:00 last night. There is one (1) way out of Tintern. It has been non-stop. All four miles were ground up there. We should be done by 4PM today. The grinder will take a rest there. Casey believes this has a good enough base it will not need Sinclair dirt.
- **Weinrich Road:** No further report or action.
- **Bridges** – there are still eight (8) bridges out.
  - **Koinzan (south of ranch)** sheet piling
  - **Bridge north of Ray Schlect** – is an EWP to build a headwall that goes out to the fence.
  - **Poor Farm Bridge**
  - **848<sup>th</sup> Road** (west of Clearwater)
  - **West of Ashfall – wet lands delineation**
  - **Northeast of Ashfall – EWP**
  - **513<sup>th</sup> Avenue**

The rain has hindered progress all spring.

- **Poor Farm Bridge** Motion by Commissioner Henery, seconded by Commissioner Smith to allow Clerk to **advertise for bids for the Poor Farm Bridge**. Voting aye: Henery, Smith, Jacob, Bentley and Borer. Nays none. Motion carried.
- **A&R Change Order and Pay Application:** Motion by Commissioner Henery, seconded by Commissioner Jacob to approve and pay the A&R Change Order and Pay Application as submitted. Voting aye: Henery, Smith, Jacob, Bentley and Borer. Nays none. Motion carried.
- **Knife River Change Order and Pay Application:** Motion by Commissioner Smith, seconded by Commissioner Jacob to approve and pay the Knife River Change order and pay application. Voting aye: Smith, Jacob, Henery, Bentley and Borer. Nays none. Motion carried.
- **Oakdale Cut Across** – the Oakdale bridge is not out. However, Oakdale Village are requesting no trucks. They will have a 6-ton weight limit on it. But it is no longer closed. The main goal is to eliminate that route as a truck route. Casey was questioning how to sign this appropriately. The Oakdale cut across goes from Highway 14 east to Oakdale. This is utilized a lot by traffic to cut miles off of routes. Because of the structure, the Village is trying to limit traffic. However, there are no outlets to traffic when you get to the bridge for turnaround or to avoid same. There are no North & South Roads off of the Oakdale Cut Across. Options for signage was discussed. All agreed, on NIRMA recommendation it should be noted as a Village of Oakdale Resolution. Motion by Commissioner Henery, seconded by Commissioner Jacob to allow Oakdale to place a sign on the Right of Way on the Oakdale Cut-Across. Limit of Six (6) ton vehicles ahead by order of Village of Oakdale. Voting aye: Henery, Jacob, Bentley, Smith and Borer. Nays none. Motion carried. County Attorney suggested: Roadway Weight Restriction Ahead, no through traffic of vehicles exceeding six (6) ton ahead.
- **Cemetery Road:** Discussion of Cold Mix fix, may be a more affordable fix. Lyle Juracek stated Dana Clerk City of Neligh, said the Council Members did not consider the 10% cost share and it is on the July 9<sup>th</sup> agenda. Discussion of the county repairing and overlaying the stretch without the city consent. Knife River will be here sometime after the 5<sup>th</sup> of July. Road stabilization has to be done in the stretch. Casey estimated the cost of a 3-inch patch with a two (2) inch overlay to be over \$200,000.00 Antelope County doing the work themselves. Casey again voiced he did not think the City would argue with the fixing and overlay. Motion by Commissioner Henery, seconded by Commissioner Jacob to proceed with Knife River to complete a three (3) inch milling and patch as needed and a complete two (2) inch overlay. Proposing to the City Council to pay for their share of the fix, approximately 10% - 13% - as they own that percentage of the stretch. Commissioner Bentley, asked if the we could add the city to commit to payback if it is annexed within 10-15 years. Commissioner Henery stated he did not have that in the motion. County Attorney, Joe Abler, commented the City cannot commit to same. Voting aye: Henery, Jacob, Smith. Nay: Bentley and Borer. Motion carried. A minimum patch on Cemetery Road, milled and overlaid, the county would have 914 feet which is 87%, the city would be 13%. of a 3-inch: \$121,000.00/\$18,000.00; 4-inch: \$139,000.00/\$21,000.00 this is just to mill the road – Knife River would probably not be here again till the end of July. The city is interested in overlaying it also. From the north Cemetery Driveway to Highway 14 is 3700 feet. (Again, it would be 90/10 split so, \$143,000.00/\$16,000.00) Total (3-inch) \$265,000.00 for county, and \$35,000.00, (4-inch) \$282,000.00 and \$36,000.00. There is a lot of houses on that stretch. A good fix will last 10-15+ years. Road Superintendent recommended a three (3) inch overlay. We could do just patching, if that is the question. It was raised whether or not the 'city' is going to annex this road.
- **76 Road Access Permits: Invenergy-Thunderhead Area (25-8=5;25-7=3,24-8=41;24-7=20;23-8=7)** tabled until July 2<sup>nd</sup>, 2019
- Starting on the Bridge by Mrs. Hoefler's today.
- Grader: We rented a grader during the flood, because Ray Schlechts machine was down. Road Builders are offering to let us purchase it for \$68,500.00. We have the opportunity to purchase they would credit the rental price of (6,250.0 a month x 3) towards the purchase price at \$50,000.00+/- . Motor grader discussion. Currently, we own 21 maintainers. Each operator maintains approximately 60 miles of road. It currently has 9400 miles, 1996 year built. Rays original machine has been rebuilt, so we will keep it as a backup snow removal machine.
- **Dump Trucks:** Orchard's 10-yard dump truck is in the repair shop. It is in need of a complete overhaul; the motor is a DT545. Cornhusker can repair it for approximately \$21,000.00 a complete assembly and will have a one (1) year warranty. The cost is \$15-16,000.00 with an additional \$5-6,000.00 oils. This truck was bought new by the County in 1998ish. Discussion on repair or new. It was decided a repair was more feasible. Commissioners recommended complete overhaul from Cornhusker at stated estimate. Currently, the county owns 7 10-yard dump trucks with each barn utilizing a dump truck at least two (2) days a week.
- Weed Board is selling, or will need to repurpose a **2000 Chevy 1-ton flatbed pickup** truck. They are asking \$3,000.00 to the Road & Bridge for their use. No objection voiced. Proceed with purchase.

**Vendor Claims:** Motion by Commissioner Henery, seconded by Commissioner Jacob to **approve vendor claims** as submitted. Voting aye: Henery, Smith, Jacob, Bentley and Borer. Nays none. Motion carried.

Antelope County Treasurer, inter fund transfer to disaster fund 950,000.00; Luann Bartos, mileage 46.76; Bear Graphics, record binders, xerographic paper 735.00; Black Hills Energy, heating fuel 168.86; Bomgaars, weed killer, fuse cartridge 249.60; Boyd's Electrical Service, labor and parts to repair furnace in assessor's office, heat sequencer 865.93; CDW Government, barcode scanners, scanner stands 1902.36; Centec Cast Products, WWI/WWII/Vietnam bronze markers, marker stakes 370.51; Clearwater Record, meeting proceedings, board of equalization, notices to irrigators/landowners, noxious weed spraying notice 127.70; Country Inn, lodging expense 212.00; Liz Doerr, postage 11.70; Eakes Office, wall calendar, appointment book, hanging folders, letter opener, calendar refills, money tray, ink cartridges, laminating pouches 877.59; Andy Elder, mileage 25.00; Elgin One Stop, fuel 27.60; Elite Office, monthly maintenance copier agreements, color copiers 10,068.73; Embassy Suites, lodging expense 276.00; Kathy Feusse, mileage 11.60; Tessa Hain, meals, ribbon totes 92.35; Lyle Hart, commodities 200.00; Holiday Inn Express, lodging expense 330.00; Holiday Inn, lodging expense 199.90; Jack's Uniforms, deputy uniform pants, name plate, service pins 93.90; Law Enforcement Coordination Unit, 2019 LECC Conference registration fee 150.00; Madison County Sheriff, transport inmate to court, sheriff fees to deliver subpoenas 105.28; MIPS, microfilming for district court records 2662.21; Sandra Moser, mileage 22.50; NACO, county budget workshop registrations 180.00; NE Health & Human Services, financial responsibility for the developmentally disabled 183.00; Neligh News, ex 98.30; Office Depot, toner cartridges, sticky notes, correction tape, DVD sleeves, tape cartridges, shredder lubricant, sharpie markers, note pads, binder clips, calculator, sheet, money receipt books, highlighters, markers, disinfecting wipes, office duster, batteries, paper clips, legal pads, rubber bands, binder clips, envelopes, file folders, hanging folders 2314.21; Office Systems, copier contract 1149.46; Petty Cash (District Court), rental for safe deposit box 37.50; Petty Cash (Sheriff), postage 7.45; Pinnacle Bank, tactical pants, phone fee, late fee, interest 580.79; Pitzer Digital, envelopes 705.60; Prairie Hills Ford, 2019 Ford ¼ ton 31,560.00; Protex Central, fire alarm inspection, battery, mini module 299.50; Quick Serve, oil change 146.75; Quill Corp, laptop, electric stapler, post cards, highlighters 1716.26; Region 4 Health, 1<sup>st</sup> Quarter FY20 mental health & substance abuse service distribution 5749.50; Sanne Service, labor and parts to change old unit to new unit 3000.00; Shop 4H, armbands 35.10; Stealth Broadband, telephone service 1340.15; Thriftway Mkt, flour, oil, storage bags 16.71; Uline Ship, hand sanitizer, wet mop heads, amazing foam erasers, disinfecting wipes, jug pump, paper plates, angle brooms, cups, mop kits, mop handles, mop kit, replacement head, puffer blanket 1684.27; UNL Its Communication, internet for iPad 91.06; Willie's Service, oil change 42.42; Gail Wortman, mileage 54.00; Derek Zuhlke, mileage 23.20; 319 Graphics, uniform shirts 137.92.

**Road & Bridge Fund:** Black Hills Energy, heating fuel 279.04; Bomgaars, windshield wash, bathroom tissue, motorcycle tie-down, spray paint, fasteners, PTO pin, shop towel, safety vest, self-drill screws, bow rake, manure bedding, shovel, safety flag, pro tie, chuck, kit, chain oil, measuring wheel, tape measure, tractor fluid, disposable gloves, funnel, pliers, screwdrivers, safety vest, LED work light, glasses, hard hat, oil, chainsaw, E-track, tie-off straps, axle straps, tool box, multi-ball mount, hitch-pin clip, drill bit, lightbulbs, cut off wheels 930.16; Casey Dittrich, laptop & software for foreman 698.30; Frontier Communication, telephone service 791.75; Jacob Construction, machine hire 163,860.84; Jebro, road patching 6688.69; Mr. S's, fuel 316.21; Nebraska Public Power District, electricity 50.25; Stealth Broadband, telephone service 266.50.

**Reappraisal Fund:** Clearwater Record, property tax assessment 12.00; Cobblestone Hotel, lodging expense 178.00; NACO, workshop/assessor training 65.00; Neligh News, property tax assessment 12.00; Briann Werner, meals 31.77.

**Disaster Flood Fund:** Hometown Station, fuel 4238.68; Road Builders Machinery, motor grader rental, equipment repair, labor and materials 36,875.45; Rutjens Construction, annual vehicle inspection report, mechanic labor/parts 2355.50; A & R Construction, hauling rock, contract 70,290.97; G I Trailer, replace both driver and ride side bulster mechanisms due to damage with new pins and bolts, labor/materials 7018.00; Gene Heithoff Truck, ballast rock hauling 8061.58; Gerald Heithoff, machine hire 2312.50; Kayton International, tractor rental 3240.00; Knife River Midwest, patching oil 1,312,537.96; Matteo Sand, road gravel, delivery charge 9480.36.

**Law Enforcement Fund:** Cash-Wa Dist, apple slices, mayo, gelatin, pudding, cabbage slaw, broccoli florets, juice, chicken patties, garlic spice, grill screens, cover, ketchup, pork & beans, diced peaches, applesauce, pineapple, pears, oranges, pasta sauce, short oil, spaghetti, foil wrap, flour, gravy mix, pasta, toilet paper, paper towels, hair nets, BBQ sauce, dish detergent, steel polish, grill cleaner, bologna, potatoes, cheese slices, broccoli, pork, ground beef, chicken drums/thighs 8345.83; Cornhusker State, office dispatch chairs 1294.00; Hiland Dairy, milk 302.56; Keefe Supply, cereal, potato chips, peanuts, candy, donuts 246.96; Pinnacle Bank, cereal 694.02; Wanek Pharmacy, prescriptions for inmates 296.13.

**Commissary Fund:** Bob Barker Co, deodorant/antiperspirant, shampoo, playing cards, lotion, cotton swabs, sinus relief medication, antibiotic ointment, stomach relief medication, bandages 427.87; Pinnacle Bank, composition notebooks, pantliners, shampoo/conditioner, deodorant, toothpaste, Carmex, envelopes, floss picks, filler paper, drawing paper, checkers, DVDs, books 346.37.

**Building Fund:** Merit Mechanical, preventative maintenance contract work performed in March 2019 2694.00.

Two-minute break.

Clerk reviewed the **Budget Process** from previous years.

No other issues to discuss.

Motion was made by Commissioner Henery, seconded by Commissioner Jacob to **adjourn**. Voting aye: Smith, Jacob, Bentley, Henery, and Borer. Nays none. Motion passed.

Meeting adjourned at 12:14 PM.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Chairman of the Board, Tom Borer

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