

July 2nd, 2019
Antelope County Board of Commissioners
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday, July 2nd, 2019 at 9:00 AM in the Commissioner Meeting Room, Antelope County Courthouse, Neligh, NE.

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, Bentley and Borer. Commissioner Jacob was absent. 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. Jacob absent. Nays none. Motion carried.

Correspondence was reviewed: Past Due Bridge Inspection; Zoning Permit Report for June; July 2019 Retirement News Newsletter; Upcoming Bridge Inspection; email from Larry Dix email regarding Whitehouse Visit; Antelope County Law Enforcement Center Jail Inspection letter; North Fork Elkhorn Watershed project Kick-off Meeting.

Vending pop machine request was discussed. Gene Miller, who provides the vending machine requested the placing of a pop machine in the hallway. This would not be the responsibility of the county, and the county would not have any responsibility or profit. The county would provide electricity to the machine. No opposition was voiced and the Commissioners were in agreement.

Receipts: \$10.00 Bridge Plank – Road and Bridge; \$950,000.00 transfer to Disaster Fund from General.

Region 11 Contract: Shane Wiedner, City of Norfolk, and Bobbi Risor, Emergency Manager for Region 11 was here to present the renewal agreement. There has been a little bit of reorganization with personnel and representatives, was the biggest change, the proposed budget has been presented. Statute requires all entities to have an Emergency Policy in place to qualify for any federal money. County Attorney, Joe Abler has reviewed the proposed contract. This is a one (1) year renewing contract. Motion by Commissioner Henery, seconded by Commissioner Bentley to approve and sign the Interlocal Agreement. Voting aye: Henery, Bentley, Smith and Borer. Jacob absent. Nays none. Motion carried. They again thanked the County for the dedication and work during and after the 2019 flood.

INTERLOCAL AGREEMENT:

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of June, 2019, by and between the following parties:

Antelope County, Nebraska, a Political Subdivision of the State of Nebraska;

Madison County, Nebraska, a Political Subdivision of the State of Nebraska;

Pierce County, Nebraska, a Political Subdivision of the State of Nebraska;

City of Norfolk, Nebraska, a Municipal Corporation;

WITNESSETH:

WHEREAS, the political subdivisions which are part of this Agreement for their common good are desirous of entering into an Agreement pursuant to the Nebraska Interlocal Cooperation Act, §13-801 to §13-827, R.R.S. 1943 as the same may from time to time be amended for the purpose of carrying out the provisions of the Emergency Management Act in a cost effective manner; and

WHEREAS, any actions authorized or taken pursuant to this Agreement shall be referenced as having been undertaken as the Region 11 Emergency Management Agency; and

WHEREAS, the parties are desirous of addressing funding resources and the distribution of certain funds; and

NOW, THEREFORE, in consideration of the foregoing recitals, and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The political subdivisions which are a party to this Agreement agree to cooperate by collectively referring to their collective efforts as the Region 11 Emergency Management Agency.
2. This Agreement shall continue in effect for so long as two or more parties continue to be parties to the Agreement.
3. Parties to this Agreement can terminate their participation in the agreement as of October 1 of any year upon giving notice ninety (90) days prior to their withdrawal.
4. The cooperative undertaking described in this Agreement contemplates that all costs associated with this Agreement shall be financed by the member assessments or from other outside sources which may include but not be limited to state or federal aid or grants.
5. Any property acquired pursuant to this Agreement will be acquired, held and disposed of by the City of Norfolk, Nebraska, if such property is acquired from funds derived solely from member assessments as provided herein; however, if the advisory board declares an exception to this provision prior to the acquisition of property funded by member assessments, then said property shall be disposed of by the members in the same percentages as the most recent member assessments made pursuant to paragraph 10 of this Agreement.
6. Any property acquired pursuant to this Agreement will be acquired, held or disposed of by the member or by a political subdivision located within the geographical boundary of a member when such property has been acquired from any funds other than member assessments.
7. The administrator required pursuant to Section 13-804(4)(a) of the Nebraska Revised Statutes shall be the City of Norfolk's Public Safety Director.
8. This Agreement contemplates that the emergency manager of the City of Norfolk, who, in the City of Norfolk organizational structure reports to the public safety director, will provide the day-to-day activities contemplated by this Agreement and which person shall serve as the director for each of the members to this Agreement as contemplated by the Emergency Management Act (presently, N.R.S. Section 81-829.46). Said manager shall be a Nebraska certified emergency manager.
9. Additional political subdivisions may become parties to this Agreement by (1) ascertaining the identity of all previous parties to this Agreement by contacting the administrator set forth herein, (2) obtaining the written consent of all previous parties to this Agreement, (3) determining whether an initial or start up fee shall be required, (4) executing a copy of this Agreement, including any addendum, amendment or any modification thereto and paying any required initial or start up fee, and (5) returning the original signed Agreement to the administrator who shall in turn provide a copy of the new Agreement to all previous parties.
10. The administrator, or his or her designee, shall submit an annual budget setting forth all anticipated agency expenditures. Said budget shall be prepared on or before May 30 of each year and shall be submitted to each party to this Agreement. It is agreed that said budget is for the fiscal year beginning on October 1 of each year. Said budget shall propose an assessment to each of the parties signing this Agreement. Unless subsequently changed by all the members to this Agreement or altered as a result of new parties entering into the Agreement, the parties hereto shall share the total assessment in the percentages as follows:

Antelope County	-	Twenty percent (20%)
Madison County	-	Twenty-three percent (23%)
Pierce County	-	Seventeen percent (17%)
City of Norfolk	-	Forty percent (40%)

Each party shall, within thirty (30) days after receipt of a proposed budget, notify the administrator as to whether it accepts or rejects the proposed budget. Failure of any party to this Agreement to notify the administrator of a rejection to the budget shall be deemed as acceptance of the proposed budget. In the event that a party has objected to a proposed budget and such rejection is not withdrawn or budget modifications made by June 30 of any year, the party so objecting shall be deemed to have withdrawn from this Agreement. At such time, the administrator shall advise the remaining parties of their proportionate share of the assessments following a reapportionment made necessary by the withdrawal of a party. Said reapportionment shall occur as soon as possible after June 30 and any party advised of a reapportionment shall within thirty (30) days advise the administrator as to whether or not they are agreeing to make the assessment due pursuant to the reapportionment. All assessments provided for herein shall be paid to the City of Norfolk by October 1 of each year.

11. In addition to the assessments set forth above, it is anticipated that revenue sources will be made available to Region 11 Emergency Management from sources outside of the members themselves. These may include but are not limited to state and federal aid or grants from whatever source they may be derived. Any funds so acquired shall be expended or distributed as provided by the advisory board created by this Agreement. The decision of the advisory board as constituted herein shall be the sole determiner in directing the City of Norfolk how to distribute any funds it holds for the Region 11 Emergency Management Agency.

12. Each party to this Agreement shall appoint a representative from its respective governing body to an advisory board. The advisory board created hereunder shall be viewed as a board subject to the provisions of the Public Meetings Law and shall communicate their directives regarding authorized expenditures or distributions to the City of Norfolk by way of a resolution adopted by the advisory board following a public meeting. Notice of such public meeting shall be provided by way of a public notice meeting the requirements of the Public Meetings Law which notice shall be published in the legal newspaper commonly utilized by each of the political subdivisions.

13. The parties hereto acknowledge that notwithstanding this Agreement each of them shall remain responsible for the movement of any of their equipment and personnel, including but not limited to emergency equipment and personnel outside the limits of each local government subdivision. The powers of such personnel and liability for any resulting personal injuries or property damage shall be governed by the provisions of the Emergency Management Act (which presently includes N.R.S. Section 81-829.65). Each party to this

have ever filled. Casey was asking how much the County wanted to spend on this and how far they want to go. The Commissioners discussed how this was going to be fixed, unless it stays dry. Matt Klabenes stated it is 3½ feet that is needed to fill the hole. Commissioner Bentley suggested to have Aaron Boggs look at this with his tiling background, maybe he would have some suggestions. Commissioner Smith stated Kevin and him have been communicating a plenty – with proof on his phone. Now, he is willing to work with the County, however, this spring he was not. Road Superintendent stated at this point we are talking land scaping, not dirt work. Matt stated this spring they took some trees out and buried them because he was instructed to anything he wants done, do it. This came from Commissioner Smith and Road Boss Casey Dittrich. Commissioner Bentley asked to be able to talk to Kevin. Road Superintendent Casey asked if he could go also so everyone had the same story. Commissioner Smith thought maybe he should go. It was decided Commissioners Smith and Bentley and Road Superintendent Casey Dittrich all go out and meet with Mr. Elwood.

- **Underground Permit:** Motion by Commissioner Smith, seconded by Commissioner Bentley to approve the application for underground permit submitted by Jeff Kerkman, to place a permanent electric line under 525.5 Avenue in the SW¼ of Section 22, Township 24, Range 6 West of the 6th P.M., Antelope County, Nebraska. Jeff Kerkman, – owner and tenant. Access is along a gravel road. Voting aye: Henery, Bentley, Smith and Borer. Jacob absent. Nays none. Motion carried. All work to be done according to County and State specs.
- **Access Permit:** Motion by Commissioner Bentley, seconded by Commissioner Smith to approve the application for access permit submitted by Gene Selting to place a permanent grain bin entrance along 519th Avenue in the NE¼ of Section 16, Township 24, Range 7 West of the 6th P.M., Antelope County, Nebraska. Nancy Selting, – owner and Gene Selting - tenant. Access is along a gravel road. This is approved as long as the north edge of the driveway is 100 feet south of 844th Road. Voting aye: Henery, Bentley, Smith and Borer. Jacob absent. Nays none. Motion carried. All work to be done according to County specs.
- **Access Permit:** Motion by Commissioner Henery, seconded by Commissioner Jacob to approve the application for access permit submitted by Marlin Conry, Invenergy to place a permanent field entrance along 528th Avenue in the SE¼ of Section 13, Township 25, Range 6 West of the 6th P.M., Antelope County, Nebraska. Merlin Hansen, – owner, Invenergy - Tenant. Building up the radius for the north quarter of the corner. Access is along a gravel road. Voting aye: Henery, Bentley, Smith and Borer. Jacob absent. Nays none. Motion carried. All work to be done according to County specs.
- **76 Road Access Permits: Invenergy-Thunderhead Area (25-8=5;25-7=3,24-8=41;24-7=20;23-8=7)** Casey has reviewed about a third of them. So far there are no issues. If there are issues, he will work with the Road Manager to work out the kinks. Motion by Commissioner Bentley, seconded by Commissioner Borer to approve the permits pending review by Casey. Voting aye: Bentley, Smith, Henery and Borer. Jacob absent. Nays none. Motion carried.
- **7 Permits from Invenergy – Thunderhead Area, Laydown Yard-7 Road Access Permits Thunderhead-(24-7) 6 on 846th Road/1 on 519th Avenue-** These are mainly access to the laydown yard, Casey has not inspected either. Asked for approval pending review. Motion by Commissioner Henery, seconded by Commissioner Borer to accept the access permits pending review. Voting aye: Bentley, Smith, Henery and Borer. Jacob absent. Nays none. Motion carried.
- **OT/Comp Time:** This has been discussed in April and was approved through June payroll. At this point, Casey would like to extend this through the season. Motion by Commissioner Smith, seconded by Commissioner Bentley to approve extension of the Road and Bridge Employee option of compensatory time verses overtime until December 1st (through November hours). It is and will continue to be at employee choice by month. A resolution will be typed for next week. Motion is seconded by Commissioner Bentley. Voting aye: Bentley, Smith, Henery and Borer. Jacob absent. Nays none. Motion carried.
- **Road Builder CAT Grader:** We got this machine as a free usage as they were fixing ours. We had it during the flood and continued to use it, (March) when they begin charging us their normal rental rate. We have charged the rental to FEMA. We have our other machine back. This is a 1996 model with 9750 hours, 3306 CAT motor. Road Builders had it listed at \$79,500.00. The invoice shows the difference with our rental amounts. Today we have the opportunity to purchase this machine right now for \$50,549.79. Comparable machine on Machine Trader are: 1997 with 9900 Hours for \$88,000.00; 1997 with 13000 hours for \$74,500.00 and a 1997 with 11,900 hours for \$81,000.00. This machine does not have a standard or wing. We have a G which we can utilize those parts. We would sell that machine for approximately \$30,000.00 (14000 hours). Casey is figuring we could be upgrading for \$15,000.00. We have worked the machine through road repairs – it seems to be a good machine. The CAT is a trade-in from Madison County. Commissioner Bentley, made a motion to accept the bid from Road Builders to purchase the CAT grader for \$50,549.79. Motion is seconded by Commissioner Borer. During discussion, Commissioner Henery asked about the Bid process. County Attorney, Joe Ablor suggested the proper bid process should be used since the purchase is \$50,000.00. Commissioner Bentley and Commissioner Borer rescind motion and second. Casey will procure a couple of bids for like items, and check with Road Builders to see if they will hold for a month.
- In conversation Road Superintendent talked about the **old patcher-truck** and somebody from the east coast has reached out to Rose Equipment and is wanting to purchase a like machine. We may want to consider selling – Rose Equipment thinks they could get \$15,000-20,000.00 for the old patcher-truck. We do get better attention if we have a number of items to place on a sale.

Commissioner Bentley spoke to the Board about getting the message to the public about what they are doing with the roads, with the windmills, etc. He would like to discuss it further. Maybe they could utilize the website, or a quarterly mailing. So, the public knows what the Board has done really good, and the public knows of the road plans, five (5) year plans and stuff. The public does not know what it is, so we need to keep them informed.

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.

Kevin Elwood appeared and asked if they wanted to see him again. Commissioner Bentley said he would talk to him after the meeting.

Meeting adjourned at 10:26 AM.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman of the Board, Tom Borer

Attest: _____
County Clerk, Lisa Payne