

November 7th, 2023
Antelope County Board of Commissioners
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday, November 7th, 2023, at 9:00 AM in the County Commissioner's Meeting Room, Antelope County Courthouse Annex, Neligh, Nebraska. Meeting was called to order by Chairman Henery with the following board members responding to roll call: Heithoff, Williby, Jacob, and Henery. Krebs absent. Chairman Henery stated the open meeting laws are posted on the east wall of the Commissioner's Meeting Room with more copies available at the County Clerk's Office.

Notice of the meeting was given in advance thereof by publication in the three (3) county newspapers, legal newspapers printed and in general circulation in Antelope County, Nebraska as shown by proof of publication filed in the County Clerk's office. The agenda for said meeting was sent to all members of the County Board of Commissioners.

Pledge of Allegiance was recited.

Agenda: Motion by Commissioner Jacob, seconded by Commissioner Heithoff to approve agenda as presented. Voting aye: Heithoff, Williby, Jacob and Henery. Krebs absent. Nays none. Motion carried. Village of Clearwater representatives were not able to attend today's meeting. They will check back at a later date.

Minutes of the October 10, 2023, Board of Commissioner Meeting were reviewed. Motion by Commissioner Heithoff, seconded by Commissioner Williby to approve the minutes as presented. Voting aye: Heithoff, Williby, Jacob. Henery abstains. Krebs absent. Nays none. Motion carried.

Minutes of the October 10, 2023, Board of Equalization Meeting were reviewed. Motion by Commissioner Jacob, seconded by Commissioner Heithoff to approve the minutes as presented. Voting aye: Heithoff, Williby, Jacob. Abstain Henery. Krebs absent. Nays none. Motion carried.

Correspondence was reviewed: Statewide Stop Sign Program agreement and resolution as returned from State of Nebraska; Distress Warrant letter and list; Neligh-Oakdale Teammates Promotional Fund grant request; email from Bill Hilton, NIRMA regarding public presented bills; NACO Election Procedures literature; NRCS North Fork Elkhorn River WFPO Watershed Plan-Environmental Assessment Request for Agency Coordination and Invitation to Virtual Agency Scoping Meeting; Credit Card Policy Resolution; Copy of Year End Highway Superintendent Certification and Resolution; Pipeline regulations in Antelope County zoning regulations; Planning Commissions findings and recommendations from CUP; Safety Alert – personal information shared Matheson – the Gas Professionals; County Attorney's letter to United Bat Control; Opioids Class Action Law Suit settlement email; NIRMA Dividend and Membership Recommitment; Personal Property Distress Warrants;

Receipts: \$9,888. Dividend check from NIRMA was divided equally to General and Road & Bridge (\$4,944.00 each).
\$50.00 Josh Wiseman Jury Duty – Road and Bridge: \$500.00

The **Treasurer's Fund Balance Report** for October was reviewed and put on file.

The **Treasurer's Miscellaneous Revenue Report** for October was reviewed and put on file.

The **Clerk of District Court Fee Report** for October was reviewed and put on file.

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

NACO – Election procedures for representative at NACO Convention in December. Commissioners Williby and Heithoff will be out of town for the Convention. Commissioner Jacob plans to attend the NACO Meeting. Motion by Commissioner Williby, seconded by Commissioner Heithoff to appoint Commissioner Jacob to represent Antelope County in voting for NACO Board. Voting aye: Williby, Heithoff, Jacob and Henery. Krebs absent. Nays none. Motion carried.

Credit Card Policy: during the 2023 Audit it was brought to the Commissioners attention that no Credit Card Policy is in place for Antelope County. With the help of Antelope County Attorney, Joe Smith a policy was written to guide Antelope County Officials and employees in the carry and use of County owned credit cards. Discussion of various credit card carrying and use. Storing credit cards in a single location does not seem to be productive as sometimes the purchase is needed across County, and or at odd hours. The Commissioners asked the Clerk to check with other clerks to see how this is handled in other Counties. Motion by Commissioner Heithoff, seconded by Commissioner Williby to approve policy as written and authorize Chairman to sign said policy so something is in place; the Clerk shall continue to check how other Counties handle credit cards. Voting aye: Heithoff, Jacob, Williby and Henery. Nays none. Krebs absent. Motion passed.

**RESOLUTION 2023-11-0001
ANTELOPE COUNTY POLICY ON CREDIT CARDS**

1. All credit cards issued in the name of Antelope County are property of Antelope County. Any misuse of those cards is grounds for discipline up to and including termination.
2. The County Board of Commissioners may allow and provide that elected officials maintain credit cards solely for necessary expenses incurred by their department. No office may apply for, obtain, or possess any such card or account without the expressed consent of the Board of Commissioners.
3. Cards may only be used for county purposes and only for routine purchases that are otherwise not amenable minimal to the process of submitting claims.
4. No employee will possess on his or her person any county credit card without the expressed permission without the appropriate elected official.
5. Anytime any card is used by an employee, that employee shall make a written report of the use to his or her supervisor within twenty-four hours. In each and every case the employee shall obtain a receipt from the vendor.
6. That certain vendors may be authorized by the Board of Commissioners to have copies of cards on site. In these situations, such as gas stations, the employee, unless in uniform, should provide his identification to the vendor.
7. Any employee having knowledge of any misuse of credit cards issued in the name of the County should notify his supervisor within twenty-four hours. Any elected/appointed official having knowledge that there has been misuse in his department should report such misuse to the county clerk within seventy-two hours.
8. Each elected official is responsible to notify the county clerk in writing of any employee authorized to use or possess a card and the purpose for that authorization. The Clerk shall maintain a list of each and every credit card and those authorized to use those credit cards and to keep that list current. Absent reports, reports of misuse or other problems, the County Clerk shall provide and review that list with the commissioners quarterly.
9. The County Clerk is directed in case of receiving any knowledge of misuse to notify the chairman of the board and the county attorney forthwith.

Adopted this _7th_ day of November 2023, at Neligh, Nebraska.

BOARD OF COUNTY COMMISSIONERS
OF ANTELOPE COUNTY, NEBRASKA

Attest: /s/ Lisa Payne

Lisa Payne, Clerk

/s/ Charlie Henery

Charlie Henery, Chairperson

Commissioner Heithoff, Moved the adoption of said Resolution, seconded by Commissioner Williby

Roll Call: _4_ Yea _0_ Nay _1_ Absent; Resolution adopted, signed, and billed as adopted.

Assessment Concerns & Property Taxes: Megan McWhorter and Colin Magdanz met with the Commissioners to discuss the valuation and subsequent taxes owed on their property for 2022. They state there is/was some structural issues and believes the Assessor should adjust the property value accordingly. By statute the time to adjust the property value (and taxes) is over and little can be done at this point. McWhorter-Magdanz bought their property in 2022, shortly after the house had undergone a complete refurbish. The house was assessed at \$217,000.00 in 2022, and was purchased in May, however the deed was not registered until June 14th. Thus creating a conundrum with the timing of valuation change notice. The property was assessed according to records as of January 1, 2022, per state statute. The property owners were informed the County is not able to adjust the value and/or taxes for 2022. The County Attorney agreed 2022 property valuation changes are not able to be adjusted now. No further action.

Comprehensive Plan and Future Land Use: Mason Herrman, with Marvin Planning and Consulting met with the Commissioners regarding the continuance of development of Antelope County's Comprehensive Plan. Mason has been working with Megan Wingate, Antelope County Zoning Administrator, in the distributing of information and surveys. He presents today with a brief update. The town hall meeting has been held, surveys are

out. He reports the town hall meeting was well attended and great information was shared. He related the study presented is skewed slightly as the housing market in Antelope County seems to be lacking availability. Smaller families, bigger farms are factors in the current situation. Mr. Herrman will continue to gather information to present a good moving forward picture. Discussion of families that stayed in the area and the lack of credit they are afforded is limited. It seems the credit goes to the young person who moved after high school and returning 15-20 years later. Mr. Herrman wants to present a good picture of what the County has to offer for the future as far as industry, and growth.

Board of Equalization: 10:08 AM Motion by Commissioner Williby, seconded by Commissioner Heithoff to open Board of Equalization. Voting aye: Jacob, Heithoff, Williby and Henery. Nays none. Krebs absent. Motion passed. Met for approximately two (2) minutes. 10:10 AM Motion by Commissioner Heithoff, seconded by Commissioner Jacob. Voting aye: Jacob, Heithoff, Williby and Henery. Nays none. Krebs absent. Motion passed.

Drainage Issues NE¼ Section 27, Township 28, Range 8, West of the 6th P.M., Antelope County, Nebraska; Robert Petersen (from Madison County) met with the Commissioners regarding backed up water in the NE¼ of 27-28-8, which is three (3) miles north of Orchard. He states better than five acres is underwater. This is just south of 866th Road (east-west). Mr. Petersen reports this is a mud hole and if it rains it fills up. This has been happening for greater than 10 years. There is about a six (6) foot down spout for an overflow pipe that will not let it go through the culvert that is there. He questions if the culvert that in place is actually in the right place to drain it if the down spout is removed. In this area the water flows to the north. Aaron Boggs, Road Superintendent believes this to be a FEMA mitigation from the early 1990's to alleviate flooding downstream. FEMA or NRD placed the culvert. The Culverts was placed before the road was paved. Mr. Boggs believes there is nothing the County can do as the culvert was placed by a Federal/State Agency (NRD/FEMA/CORE) for flood mitigation. He does not know the exact reason behind it. Mr. Boggs reports he was made aware of this issue in the past (3-4 years ago). The Commissioners recommended Mr. Petersen contact NRD/NRCS/FEMA personnel to get the correct information clarified. After the paperwork is clarified, the County can work with the landowner in helping to remedy what they legally can to help alleviate the overflow issues, or lack thereof provided all permits and easements are in place. The Commissioners also recommended talking to previous landowners and or family members.

Promotional Fund: Neligh Oakdale Teammates: Erin Whitesel, with Neligh-Oakdale Teammates submitted a promotional grant request for their Annual Rafts of Crats to be held on November 11, 2023. Motion by Commissioner Jacob, seconded by Commissioner Williby to approve \$188.46 Promotional Fund request from Neligh Oakdale Teammates. Voting aye: Jacob, Heithoff, Williby and Henery. Nays none. Krebs absent. Motion passed.

Public presented bills: Mr. Robert Johnston presented \$5,850.00 worth of tire and blade replacement. Mr. Johnston claims he ran over a post stub that destroyed his tire. He claims this stub was sheered off by a wing when pushing snow. Mr. Boggs reports shared pictures of the tire and of the sheered stub along with the exact location. Mr. Boggs said Mr. Johnston could not find a match to his tire and proceeded to purchase two (2) tires. The other item presented was blades for his mower. According to statute, it is the landowner's responsibility to mow the road ditch. Mr. Boggs stated Mr. Johnston removed all the sign markings along the stretch and brought them to the barn. These bills were discussed in October, at which time the Commissioners recommended submitting to insurance. The clerk submitted a claim to NIRMA. Today, County Attorney, Joe Smith presented follow-up from Antelope County Insurance Company (NIRMA) of the denial of the claim. Mr. Smith agrees with NIRMA stating the County is not liable because they were not aware of issues and the sheered off signposts. The County would be liable if they were aware of and had not addressed the issues. The insurance company does not believe this is a covered liability and will not be paying on the claim. The Commissioners further discussed maybe paying for the tire as a vendor claim. Although the Commissioners empathized with the property owner they did not want to set a precedent to pay for any and all presented landowner claims and it may become a bigger beast. Further discussion. Motion by Commissioner Williby to pay for a single tire -by dividing the tire bill and giving a 10% wear (approximately \$1,957.50). Commissioner Heithoff second motion. Voting aye: Williby. Voting nay: Heithoff, Jacob and Henery. Absent: Krebs. Motion did not pass. The bill will not be paid by the County.

River Road North: Village of Clearwater Board was not able to attend todays meeting. Mr. Boggs, Antelope County Highway Superintendent reported that 516th Road north of Clearwater, the culvert that was in place is actually a village responsibility. However, it was covered during the pavement project the County did and paid for the paving. The culvert was cleared by the County in the previous month, when it was brought to our attention by the landowners during the October 10th, 2023 Board of Commissioners Meeting. The culvert is cleared and marked. Mr. Boggs states this will be up to village maintenance in the future as it is in Village limits. If an extension is needed on the culvert it will be Village issue. In clearing the culvert, the west end was dug with a shovel, the east end a back hoe was utilized. The did mark the culvert with delineators. Culvert size 51 feet by 36 inches. While Mr. Boggs was assessing the blocked culvert he noticed the projected extended well into the Village limits by approximately 200 feet. Meaning the County has already paved 200 feet of 516th Avenue. We estimate this to be a \$100,000.00 upgrade to Village road. County Attorney stated there was not much that can be done at this time. It was an error the County, by overextending the original project, but the County could not hold the Village responsible for expenses. No action today.

Year End Certificate – Antelope County Highway Superintendent and Resolution: Brian McDonald was appointed Antelope County Highway Superintendent in early spring 2023. Today, the Year End Certificate is presented for completion and submission. Motion by Commissioner Williby, seconded by Commissioner Jacob to approve resolution and authorize signing of same. Voting aye: Jacob, Heithoff, Williby and Henery. Nays none. Krebs absent. Motion passed.

Do not recreate or revise this document. Revisions and corrections will not be accepted. Failure to complete and return the necessary documentation will result in your county not receiving an Incentive Payment for Calendar Year 2023. Documents include the signed County Resolution, Year-End Certificate, and a copy of documentation of the appointment(s) of the County Highway Superintendent(s). These must be received at the NDOT by December 31, 2023.

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF COUNTY HIGHWAY SUPERINTENDENT
2023
Resolution No. 2023-11-0001

Whereas: State of Nebraska Statutes, sections 39-2502, and 39-2501 through 39-2505 detail the requirements that must be met in order for a county to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each county must annually certify by December 31st of each year (the appointment(s) of the County Highway Superintendent(s) to the NDOT using the Year-End Certification of County Highway Superintendent form; and

Whereas: The NDOT requires that such certification shall also include a copy of the documentation of the county highway superintendent's appointment, i.e., meeting minutes showing the appointment of the County Highway Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable) and Class of License (if applicable), the type of appointment, i.e., employed or under contract (consultant or internal agreement with another county and/or incorporated municipality), and the beginning date of the appointment; and

Whereas: The NDOT also requires that each Year-End Certification of County Highway Superintendent form shall be signed by the County Board Chairman and shall include a copy of a resolution of the County Board authorizing the signing of the Year-End Certification of County Highway Superintendent by the County Board Chairman.

Be it resolved that the County Board Chairman of Antelope County is hereby authorized to sign the attached Year-End Certification of County Highway Superintendent form(s).

Adopted this 7th day of December, 2023, at Neligh, Nebraska.

County Board Members: *Erica Henery*, *Williby*, *Erica Henery*

County Board Member: *Williby*
Moved the adoption of said resolution: *Williby* Seconded the Motion: *Williby*
Not Call 3 - Yes 1 - No 1 - Abstained 2 - Absent
Resolution addressed, signed, and filed as accepted.

Attest: *Williby* (Signature of Clerk)

Do not recreate or revise this document. Revisions and corrections will not be accepted. Copying this form is acceptable, see (b) below. Failure to complete and return the necessary documents will result in your county not receiving an Incentive Payment for Calendar Year 2023. Documents include the signed County Resolution, Year-End Certificate(s), and a copy of documentation of the appointment(s) of the County Highway Superintendent(s). These must be received at the NDOT by December 31, 2023.

Year-End Certification of County Highway Superintendent
For Determining Incentive Payment in Calendar Year 2023
Signatures forms may be used to account for the entire year, see (b) below

This Form Covers the Following Period: January 1, 2023 to December 31, 2023

(1)(a) The County of Antelope certifies that Brian McDonald was the appointed County Highway Superintendent from during the above period. FOR ANY PERIOD OF TIME YOUR COUNTY DID NOT HAVE AN APPOINTED HIGHWAY SUPERINTENDENT, WRITE BY CHECKING AN APPROPRIATE YEAR-END CERTIFICATION AND STOP TO (b) BELOW.

(b) The superintendent review of the above listed person was provided by: (Check one box)

Employment with the County Contract (consultant) with the County Contract (internal agreement between this County and the following listed County(s) and/or Municipality(ies))

(c) The above listed individual is/was in the following: Reference Neb. Rev. Stat. §39-2502

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units.

2. Developing an annual program for design, construction, and maintenance.

3. Developing an annual budget based on programmed projects and activities.

4. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets.

(d) The above listed individual is a Licensed County Highway Superintendent, enter their Superintendent's License Number: *12000* and Class of License: *ASR*

(e) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number: _____ and Class of License: _____

(f) Signature of County Board Chairman: _____

(g) I, Brian McDonald, County Highway Superintendent for the County of Antelope, certify that I have completed the Year-End Certification of County Highway Superintendent for each year of the above period. Copy this form as needed to account for other appointments.

(h) The payment amount will be computed based on the most recent Federal Census, and (2020): (a) the number of full calendar months served by the appointed County Highway Superintendent who is licensed in Nebraska; (b) the number of full calendar months served by the appointed County Highway Superintendent who is licensed in Nebraska under the Superintendent Act (b) whether the appointed County Highway Superintendent is licensed or under contract (consultant or internal agreement with another county and/or incorporated municipality); and (c) if the appointed County Highway Superintendent assisted with the required data in (1)(d) above. Reference Neb. Rev. Stat. §39-2502 and 39-2503 through 39-2505.

(i) Failure to return by December 31, 2023, the Year-End Certificate(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your county not receiving an Incentive Payment.

Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2023 to:

Highway Local Liaison Coordinator
Nebraska Department of Transportation
Local Assistance Division
PO Box 84759
Lincoln, NE 68508-4759

Attach Documentation of the County Highway Superintendent Appointment(s) for 2023 here
For most Counties this information may be found in the January 2023 meeting minutes.
Call 402-471-8247 if you have any questions about what to submit for documentation.

10:40 AM Commissioner Heithoff leaves meeting.

Law Enforcement Agreements: Law Enforcement agreements for the listed towns and villages were presented, all being signed by the appropriate Town/Village Officials. These agreements are for law enforcement activity throughout the year. Motions were made by the following Commissioners for the individual Towns and Villages. This is a two (2) year contract.

Clearwater: \$1,302.25 a month Commissioner Jacob, Commissioner Williby
Elgin: \$2800.00 a month Commissioner Jacob, Commissioner Williby
Oakdale: \$1,035.50 a month Commissioner Williby, Commissioner Jacob
Orchard: \$1,192.50 a month Commissioner Williby, Commissioner Jacob
Voting aye: Williby, Jacob, and Henery. Nays none. Heithoff and Krebs absent. Motions passed.

AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF ANTELOPE
AND THE VILLAGE OF CLEARWATER/ELGIN/OAKDALE/ORCHARD

WHEREAS, under the provisions of the Interlocal Cooperation Act, Neb. Rev. Stat. Sec. 13-801 et seq., and any amendments thereto, local political subdivisions can contract between themselves for certain services, further any City or Village may enter into a contract with the County Board of its county for police and law enforcement services to be provided by the County Sheriff of said county; and

WHEREAS the parties hereinafter listed are desirous of entering into such an Agreement for police and law enforcement services from the County of Antelope County, Nebraska, for a period of two (2) years; and

WHEREAS, for the term of the contract, the County of Antelope, Nebraska has determined that the undersigned Village shall pay the sum of _____, per month for the said two (2) year term of this Agreement, to the Antelope County Treasurer, to be credited to the Antelope County Sheriffs budget to be used to defray costs incurred by the County in providing police and law enforcement services to said undersigned Village; and

WHEREAS, the County Sheriff of Antelope County and his Deputies shall provide services to the Village of Orchard, Nebraska, hereinafter "Village", and shall have all the authority, powers and duties of Peace Officers duly appointed by said Village.

NOW THEREFORE, the County of Antelope, Nebraska, and the undersigned Village of said County agree as follows:

1. By the terms of this Agreement, the undersigned Village shall be deemed to have requested the County of Antelope, Nebraska to provide law enforcement and police services to them through the Antelope County Sheriff's Office and the County shall be deemed to have agreed to provide such services as hereinafter set forth.
2. The County Sheriff and his Deputies shall handle, in addition to all other powers and duties of that office, all the powers and duties of a duly appointed Peace Officer of the undersigned Village, even though there may be no Peace Officer presently appointed.
3. This agreement shall be for a term of two (2) years, beginning the 30th day of September 2023 and ending the 30th day of September 2025.
4. This agreement shall be for the term previously stated and may be renewed or subject to renegotiation every two (2) years if the undersigned requests to renew the Agreement by giving written notice to the Antelope County Board of Commissioners at least 60 days in advance.
5. The undersigned Village reserves the right to cancel this Agreement by giving written notice thereof, or by not requesting its renewal as provided for in the preceding paragraph and Antelope County reserves the right to renegotiate for the raise of lowering of the amount to be paid by the undersigned, as stated in the above paragraph.
6. The undersigned Village shall pay to the Antelope County Treasurer funds appropriated by the undersigned Village for law enforcement and police services herein referred to and that payment of \$ _____ shall be made monthly, on or before the 1st day of every month, for an annual total of \$ _____.
7. The Antelope County Sheriff and his Deputies shall be responsible for enforcing all statutes of the State of Nebraska within the corporate limits of the undersigned Village. The Antelope County Sheriff and his Deputies shall also provide the following law enforcement and police services to-wit:
 - A. Provide and maintain a twenty-four-hour-dispatch radio communication center;
 - B. Maintain a jail in Antelope County, Nebraska with twenty-four-hour jailer/personnel;
 - C. Monitor all burglar alarm systems, when installed;
 - D. Maintain a radio and telephone log;
 - E. Make investigation and accident reports and maintain such information, file and keep an automobile registration file;
 - F. Make record of all complaints and arrests made.
8. Perform all usual, necessary, and proper law enforcement duties and series, but these shall not include maintenance or supervising of trash removal, disposal of dogs, cats, or other domestic animals, unless proven to be unsafe.
9. In addition to the law enforcement and police services listed above, the Antelope County Sheriff and his Deputies shall assist the undersigned Village with compliance/non-compliance issues relating to municipal Ordinances within the corporate limits of the undersigned Village.
10. The undersigned Village agrees that all matters relating to the standards of service, discipline of officers, rendition of performance and other such matters incident to the performance under this Agreement, shall remain and be under exclusive control of the County of Antelope, Nebraska. Formal complaints by and/or from the undersigned Village shall come from the Village Board and be made to the Antelope County Sheriff, with a copy thereof to be sent to the County Clerk of Antelope County, Nebraska.
11. The undersigned Village shall pay for the above listed services monthly as previously set forth herein paragraph six (6), to the Antelope County Treasurer, to be held in a special Interlocal Cooperation Law Enforcement Fund, and the County shall assume all responsibility for supplying all necessary equipment, materials, supervision, communication equipment, and personnel necessary to perform the services here in set forth. Compensation of employees and provision for such benefits such as, insurance & workmen's compensation, and other such related benefits shall be the sole responsibility of the County. All payments shall be made in the customary manner by the County and with County warrants.
12. The Antelope County Board of Commissioners and the Village Board of the undersigned Village shall meet quarterly at a mutually agreed date, to evaluate the services rendered under this Agreement.
13. The Antelope County Sheriff or his Chief Deputy shall meet with the undersigned Village's Board on a monthly basis to discuss activity and services to the Village during the previous month.
14. This agreement shall become effective upon its proper execution by all parties.

Dated this 11th day of September 2023 Village of Orchard Stephanie Cleveland, Chairman of the Board Attest: Brenda Harrison, Village Clerk
\$1,192.25/monthly \$14,307.00 Annually

Dated this 11th day of September 2023 Village of Oakdale Kyle Guggenmos, Chairman of the Board, Attest: Vicky Carstens, Village Clerk
\$1,035.50/monthly \$12,426.00 Annually

Dated this 11th day of September 2023 Village of Clearwater Kelly Kerkman, Chairman of the Board, Attest: Angie Hupp, Village Clerk
\$1,302.25/monthly \$15,627.00 Annually

Dated this 6th day of September 2023 City of Elgin Mike Schmitt, Mayor Attest: Kristin Childers, City Clerk
\$2,800.00/monthly \$33,600.00 Annually

Dated this 7th day of November 2023 Antelope County, Nebraska
_____/s/ Charlie Henery_____
Chairman, County Board of Commissioners Attest: /s/ Lisa Payne, Antelope County Clerk

Antelope County Library Agreements 2023-2024: Antelope County enters into a yearly agreement to sponsor the Library Association throughout the year. The Library's of Elgin, Neligh, Oakdale, Clearwater, Orchard, and Tilden have all returned the signed agreement. Antelope County Library Association annually renews the contracts with the County for County sponsorship of each Library regarding to help offset costs of County wide patronage. During the meetings in August, it was voted to increase the sponsorship contributions slightly to cover some increased costs. The agreements are presented today with the Village/Town officials' approval. Motion by Commissioner Jacob, seconded by Commissioner Williby to approve the agreements and authorize the Chairman to sign agreements. Voting aye: Jacob, Williby, and Henery. Nays none. Heithoff and Krebs were absent. Motion carried.

INTERLOCAL AGREEMENT FOR ANTELOPE COUNTY
AND
ANTELOPE COUNTY LIBRARY ASSOCIATION

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN Antelope County, Nebraska, a Political Subdivision, by and through its Antelope County Board of Commissioners, (hereinafter referred to as "County") and the Antelope County Library Association consisting of the public libraries of the Cities of Neligh, Elgin and Tilden, and the Villages of Royal, Orchard, Clearwater, and Oakdale, each being Municipal Corporations, by their respective Mayors, Chairpersons, and Trustees, respectively.

WHEREAS, Nebraska Revised Statute Section 13-801 Et. Seq., R.R.S. 1943 (reissued 1997), the "Nebraska Interlocal Cooperation Act" authorizes the parties hereto to unite their efforts and resources to accomplish the intent of this agreement; and

WHEREAS, the Antelope County Library Association, by and through their respective community libraries does agree to provide all services and materials to the residents of Antelope County, Nebraska, whom are not residents of the respective Municipal Corporations, under the same terms and conditions as provided to the residents of such Municipal Corporations;

WHEREAS, the Antelope County Library Association's mission statement is to serve the communities of Neligh, Elgin, Tilden, Royal, Orchard, Clearwater and Oakdale as well as all residents of rural Antelope County, Nebraska, as a resource for information, entertainment, cultural opportunity, and educational development, thereby enhancing and enriching the lives of the users. That the libraries within said communities shall be active and progressive institutions providing materials that reflect the needs and interests of its patrons. That said Library Association shall seek equitable funding, share materials and solutions to problems, provide access to resources beyond each of their individual facilities by cooperative agreements with library organizations at the local, regional and state levels and to strive to make use of all possible resources and ideas to meet the needs of the patrons of each of the communities and of the residents of the entire county.

WHEREAS, Nebraska Revised Statute Section 77-3442 R.R.S. 1943 (reissue 1996) provides that \$.05 per \$100.00 of taxable valuation of property subject to the county levy may only be levied to provide financing for the county's share of revenue required under an agreement executed pursuant to the Interlocal Cooperation Act.

NOW THEREFORE, in consideration of the foregoing recitals and their mutual covenants here and after expressed, the parties agree as follows:

Each of the communities, Royal, Orchard, Clearwater, Neligh, Elgin, Oakdale and Tilden by and through their public libraries commonly referred to as the Antelope County Library Association shall provide all services and materials currently available through the public libraries, to non-residents of their community so long as such residents are residents of the county, under the same terms and conditions as such services and materials are provided to the resident of their respective communities.

That the County agrees to contribute financially to the Antelope County Library Association and agrees to implement a levy not to exceed \$.05 per \$100.00 of taxable valuation of property on an annual basis to the Antelope County Library Association, by paying to the respective libraries of the Cities of Neligh, Elgin and Tilden, and the Villages of Royal, Orchard, Clearwater and Oakdale the applicable amount as provided by this agreement. That a like amount shall be included in the County's budget, reviewable, on an annual basis. This funding to be supplemental funding and not replace other funding.

That this agreement shall have an effective date of July 1, 2021, and shall continue in full force and effect for a period of one year.

This agreement shall not be construed as to form an additional political subdivision. The parties hereto agree to comply with any and all laws, rules and regulations, whether same be local, state or federal, required in the administration and execution of the terms and provisions of this agreement. Further, that no party will assign any rights granted under this agreement.

This agreement shall be administered by the Antelope County Clerk, as directed by the respective board of the parties hereto.

IN WITNESS WHEREOF, the parties have executed the agreement on the dates appearing directly below their signatures.

Dated: October 9th, 2023.

VILLAGE OF CLEARWATER, a Municipal Corporation BY: Kelly Kerkman, Village Board Chairman Attest: Angie Hupp, Village Clerk

Dated: October 17th, 2023.

VILLAGE OF ORCHARD, a Municipal Corporation BY: Stephanie Cleveland, Village Board Chairman Attest: Brenda Harrison, Village Clerk

Dated: October 9th, 2023.

VILLAGE OF OAKDALE, a Municipal Corporation BY: Kyle Guggenmos, Village Board Chairman Attest: Vicki Carstens, Village Clerk

Dated: October 10th, 2023.

CITY OF TILDEN, a Municipal Corporation BY: Thomas E. Nelson, Mayor Attest: Shawna Moore, Clerk

Dated: September 12th, 2023.

CITY OF NELIGH, a Municipal Corporation BY: Joe Hartz, Mayor Attest: Danielle Klabenes, Clerk

Dated: October 10th, 2023.

CITY OF ELGIN, a Municipal Corporation

Dated: November 7th, 2023

BY: Mike Schmitt, Mayor

Attest: Kristin Childers, Clerk

ANTELOPE COUNTY NEBRASKA
BOARD OF COMMISSIONERS

BY: /s/ Charlie Henery, Chairman of County Board

/s/ Keith Heithoff, Neil Williby, Eli Jacob, Commissioners

Attest: Lisa Payne, Antelope County Clerk

Distress Warrants: Antelope County Treasurer presented this list of Distress Warrants. No action today.

Zoning Administrator Report:

*Ms. Wingate presented the **findings and recommendations of the Zoning Board from the public hearing on the CUP for CO2 pipeline.** The Zoning Board recommended granting permission for the Conditional Use Permit be granted. It is contingent upon Summit Carbon Solutions obtaining all applicable State and Federal Permit Requirements and providing digital copies these for the Zoning Administrator and the County Clerk. There are many regulations for the pipeline from the Federal Government. There is recommendations included throughout the document. The closest resident to the pipeline is 383 feet, all other homes are greater than 400 feet from the pipeline. The proposal is to have a rupture mitigation valve located just south of Royal. Going west the next valve is approximately 13 miles over into Holt County, and eastwardly it is approximately 18 miles over into Pierce County.

***North Folk Elkhorn Reiver WFPO Watershed Plan** – Mrs. Wingate will be attending this meeting on the 28th of November.

Monthly Permit Report was reviewed and put on file.

Dave Ptak – DHP Consulting, Legal Counsel training Session.

Road Superintendent Report:

- **Access Permit:** William Fangman submitted a permit to place an access along 836th Road. This access is in the NW corner of NW¼ of Section 29, Township 23, Range 6, West of the 6th P.M. Mr. Fangman's son is moving back to the area and will be building a house south of 836th Road. Mr. Boggs reports no issues. The line of site is good, access for new home. Motion by Commissioner Williby, seconded by Commissioner Jacob to approve access permit. Voting aye: Williby, Jacob and Henery. Nays none. Heithoff, and Krebs absent. Motion carried.
- **Access Permit:** Timothy Kallhoff submitted a permit to place an access along 525th Avenue. This access is in the NW corner of NW¼ of Section 27, Township 26, Range 6, West of the 6th P.M. Mr. The access has been established. Mr. Boggs reports no issues. The line of site is good. Motion by Commissioner Williby, seconded by Commissioner Jacob to approve access permit. Voting aye: Williby, Jacob and Henery. Nays none. Heithoff, and Krebs absent. Motion carried. In addition, Mr. Kallhoff has access to a bin site that needs a culvert to prevent flooding. Mr. Boggs states he will work with the property owner to get the culvert placed. i.e. size of culvert.
- **Underground Permit - Turnkey:** Mr. Boggs reports he had given a verbal permission for these two (2) underground permits. Turnkey indicated they would be boring the fiber. However, the fiber was trenched across the road surface. This is not a good time for trenching roads, as the weather can get to cold and there is not enough time for settling. Additionally, the contractor was not Bauer Underground as the permit indicated, and the fiber was trenched along the side of the road – which is not acceptable as it makes the maintaining and snow removal of the road a hazard. Mr. Boggs will be following up with Turnkey. **No action today** back on the agenda for next week.
- **Oversize Permits:** Six (6) Permits CL0046, CL0047, CL0048, CL0049, CL0050, CL0051 all to tower off of 531st Avenue. Nebraska Highway 14 to 852nd Road to Junction 531st Avenue. Mr. Boggs expressed no concerns and reported the cranes have already been mobilized. Motion by Commissioner Williby, seconded by Commissioner Jacob to approve permits with no restrictions. Voting aye: Williby, Jacob and Henery. Nays none. Krebs and Heithoff absent. Motion passed.
- **Oversize Permits:** Permit CL0052 Wilkerson Crane Rental to Tower 31; Highway 14, 853rd Road east to Tower 31. Mr. Boggs expressed no problem and the mobilization has been completed. Motion by Commissioner Jacob, seconded by Commissioner Williby to approve permits with no restrictions. Voting aye: Williby, Jacob and Henery. Nays none. Krebs and Heithoff absent. Motion passed.
- **Underground Permits for Two Rivers Irrigation:** Mr. Boggs reviewed eight (8) underground permits submitted by Two Rivers to place underground permits. All permits are for irrigation electric well:
 - 836th Road in the SE¼, Section 23, Township 23, Range 8, Rich Hunholtz is owner. Motion by Commissioner Williby, seconded by Commissioner Jacob to approve permit. Voting aye: Jacob, Williby and Henery. Nays none. Krebs and Heithoff were absent. Motion carried.
 - 857th Road in the NW¼ in Section 12, Township 26, Range 8. Merlin Bolling is the owner. Motion by Commissioner Williby, seconded by Commissioner Jacob to approve permit. Voting aye: Jacob, Williby and Henery. Nays none. Krebs and Heithoff were absent. Motion carried.
 - 527th Avenue in the SE¼ in Section 35, Township 23, Range 6. Luke Beckman is the owner. Motion by Commissioner Williby, seconded by Commissioner Jacob to approve permit. Voting aye: Jacob, Williby and Henery. Nays none. Krebs and Heithoff were absent. Motion carried.
 - 519th Avenue in the SW¼ in Section 10, Township 23, Range 7. Andy Starman is the owner. Motion by Commissioner Williby, seconded by Commissioner Jacob to approve permit. Voting aye: Jacob, Williby and Henery. Nays none. Krebs and Heithoff were absent. Motion carried.
 - 843rd Road in the NW¼ in Section 21, Township 24, Range 7. Jason Rittscher is the owner. Motion by Commissioner Williby, seconded by Commissioner Jacob to approve permit. Voting aye: Jacob, Williby and Henery. Nays none. Krebs and Heithoff were absent. Motion carried.
 - 843rd Road in the SE¼ in Section 17, Township 24, Range 7. Bob Koenig is the owner. Motion by Commissioner Williby, seconded by Commissioner Jacob to approve permit. Voting aye: Jacob, Williby and Henery. Nays none. Krebs and Heithoff were absent. Motion carried.
 - 847th Road in the SW¼ in Section 30, Township 25, Range 8. Ron Funk is the owner. Motion by Commissioner Williby, seconded by Commissioner Jacob to approve permit. Voting aye: Jacob, Williby and Henery. Nays none. Krebs and Heithoff were absent. Motion carried.
 - 514th Avenue in the SW¼ in Section 26, Township 27, Range 8. Fred Thiele is the owner. Motion by Commissioner Williby, seconded by Commissioner Jacob to approve permit. Voting aye: Jacob, Williby and Henery. Nays none. Krebs and Heithoff were absent. Motion carried.
- **Oversize Permits:** CL0053 & CL0054 These permits are for Crane Service, Inc and ProCrane Services. They are utilizing Highway 45 to 837th Road west to 532nd Avenue south to Tower 221. Mr. Boggs states the movement has taken place and no issues were noted. Motion by Commissioner Williby, seconded by Commissioner Jacob to approve permit. Voting aye: Jacob, Williby and Henery. Nays none. Krebs and Heithoff were absent. Motion carried.
- **529th Avenue** – South of Oakdale: Village limits seems to go approximately ½mile south. In 2019 this stretch was ground up. The milled surface is coming up in chunks – from the size of a quarter to pretty good chunks. This is a four (4) mile stretch. There is quite a few residences along this road. This stretch goes past the Cemetery – there is a drainage project that needs to be worked on south of the Cemetery. The top portion of the road is flaking away sometimes in pretty good size chunks. Mr. Boggs believes road capping will greatly improve this stretch. However, to facilitate the project he believes the drainage issue should be addressed. This is completely within the County's capabilities. An interlocal with Oakdale Village may help facilitate the project. Hopefully, sometime during the next construction cycle.

- **846th Road between 514th & 515th Avenue** – Discussion on 846th Road: this stretch goes past the Cemetery – there is a drainage project that needs to be worked on south of the Cemetery. The top portion of the road is flaking away sometimes in pretty good size chunks. Mr. Boggs believes road capping will greatly improve this stretch. However, to facilitate the project he believes the drainage issue should be addressed. This is completely within the County’s capabilities. Hopefully, sometime during the next construction cycle.
- **846th Road** – from Jennie Paul’s west is very rough. Commissioner Henery believes the packing on this stretch was lacking. It was laid fast and did not get done correctly. Invenergy did this project. Questioning clay capping this road. Mr. Boggs will establish a working plan.
- **846th Road** – 514th – 515th Avenue: Soybean dust control. This product works for dust control, but not for road stability. It almost presents a safety hazard. Mr. Boggs will check with the Soybean Board to make sure all is well, and/or how to get rid of it.
- **Fuel Contracts:** Mr. Boggs requested the available contract of 35,000 gallons of bulk diesel fuel at \$3.25/gallon. Motion by Commissioner Williby, seconded by Commissioner Jacob to authorize Mr. Boggs to continue to work through this and contract for 35,000 gallons. Voting aye: Jacob, Williby and Henery. Nays none. Heithoff and Krebs were absent. Motion carried.
- **Gravel Prices:** rumor is gravel is going to take a giant leap. Road and Bridge is working on stockpiling.
- **River Road:** (North of Spuds going east.) Road signs need to be checked. Road signs say 846th & 845th within two (2) miles.
- No other report.

No other issues to discuss.

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

The meeting adjourned at 11:43 AM.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

By: _____
Chairperson of the Board, Charlie Henery

Attest: _____
County Clerk, Lisa Payne