

December 1st, 2020
Antelope County Board of Commissioners
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday, December 1st, 2020 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 two (2) 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. The meeting was open to the public and was available by ZOOM.

Chairman Henery opened the meeting at 9:00 AM. Responding to Roll Call Commissioners Smith, Jacob, Pedersen, Krebs and Henery. Chairman stated 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 Pedersen, seconded by Commissioner Jacob to approve **agenda** as presented. Voting aye: Smith, Jacob, Pedersen, Krebs and Henery. Nays none. Motion carried.

Motion by Commissioner Pedersen, seconded by Commissioner Krebs to approve **Board of Commissioner Minutes for November 3rd, 2020**. Voting aye: Pedersen, Smith, Jacob, Krebs and Henery. Nays none. Motion carried.

Motion by Commissioner Jacob, seconded by Commissioner Pedersen to approve **Board of Commissioner Minutes for November 10th, 2020**. Voting aye: Pedersen, Smith, Jacob, Krebs and Henery. Nays none. Motion carried.

Motion by Commissioner Pedersen, seconded by Commissioner Krebs to approve **Board of Commissioner Minutes for November 17th, 2020**. Voting aye: Pedersen, Krebs and Henery. Nays none. Abstain: Smith and Jacob. Motion carried.

Correspondence was reviewed: NACO Virtual Meeting is December 10th @ 1:30 PM; Liberty Mutual letter regarding merger with Global Life; North Central District Health Department Miles of Smiles billing; Region 11 letter regarding the update of the Mitigation Plan; NIRMA dividend letter and renewal Plan; Nebraska Department of Transportation letter regarding rural projects.

Official Newspaper Appointments for 2021: Currently, Antelope County News and The Elgin Review serve as the official papers for 2020. Discussion regarding the addition of a third paper – the Summerland Advocate Messenger. Currently, the two newspapers are charging the papers at the lowest publication rate as per the agreement honored by the papers from a number of years ago. The papers are splitting the cost so only a single complete publication rate is being charged. Display ads are charged by all papers are billed at the lowest publication rate in the county. The current papers did not want to take less of a payment than current rate. The newspaper publishers met privately for approximately 20 minutes. The editors suggested they would divide 200% of the lowest County rate by the three (3) papers if the Commissioners are willing to appoint all papers. As opposed to all charging a full rate. The Newspapers will check and balance their charges. Motion by Commissioner Pedersen to set the 2021 Official Newspapers as: Antelope County News, Elgin Review, and Summerland Advocate Messenger. Motion is seconded by Commissioner Jacob. Voting aye: Smith, Jacob, Krebs, Pedersen and Henery. Nays none. Motion carried.

Miles of Smiles: Sara Twibell met with the Commissioners by telephone. She reiterated the importance of the program throughout Antelope County Schools. This is a preventative program helping with tooth decay. Antelope County is engaged in a five (5) year agreement with them and this is the third year. She submitted a claim for the annual support of the program. NCDHD involves nine (9) counties. They try to visit each school twice a year. They have seen an increase to 63%, probably due in part to COVID restrictions. Claim will be presented next week. \$1,180.00/year. No action today.

Weed Superintendent: Antelope County received two (2) applications. Ed Jensen with the Weed Authority and Bruce Ofe, current Weed Superintendent met with the Commissioners asking how the interview process should work. The Commissioners felt the Weed Board was important in this decision. Wage was discussed. It was decided it would depend on experience. Commissioner Pedersen said she would be happy to help with the interview process. The Weed Authority will interview and come to the Commissioners with a recommendation. Secretary position was discussed. The current employee has discussed an interest in working the secretary position. Mr. Ofe thought the position could be a dual position.

Mr. Ed Jensen asked the Commissioners about the pickup boxes currently stored in the Weed Building. It was discussed to put on Big Iron.

Zoning Administrator Report: Liz Doerr presented an Administrative Plat for Donald Oelsligle. An Administrative Plat for 3.39 acres home site is being presented today. Liz has no issues. Motion by Commissioner Jacob, seconded by Commissioner Pedersen to approve the Administrative Plat for a 3.39-Acre tract. Voting aye: Smith, Pedersen, Krebs, Jacob and Henery. Nays none. Motion carried. Mr. Oelsligle also presented a 14.11-acre Subdivision Plat, which is in addition to the original parcel as the current buyer wanted a few more acres. Since it is over the 10 acres it does not need to be approved as it meets the DEQ standards.

- Motion by Commissioner Pedersen, seconded by Commissioner Jacob to approve and reappoint Matt Klabenes, Ron Rice and Bob Krutz to a three (3) year term to the Antelope County Planning Commission. Voting aye: Smith, Jacob, Krebs, Pedersen and Henery. Nays none. Motion carried.
- Motion by Commissioner Jacob, seconded by Commissioner Pedersen to reappoint Dave Miller to the Board of Adjustments for a three (3) year term. Voting aye: Smith, Jacob, Krebs, Pedersen and Henery. Nays none. Motion carried.
- Antelope County is in need of another person for a three (3) year appointment, and another person to fulfill another year to replace LeRoy Kerkman.
- Hazard Mitigation: This plan is currently in place and it is time to review/renew the plan. This is a plan that has to be in place in order for Antelope County to be considered for FEMA reimbursement. The plan has to be reviewed every five (5) years and is due in 2022. It is

the time to start the process. Bobbi Risor, with Region 11 will start the process of advertising for a firm to update the current mitigation plan. Motion by Commissioner Jacob, seconded by Commissioner Krebs to approve authorize Region 11 to request proposals to update Mitigation Plan. Voting aye: Smith, Jacob, Krebs, Pedersen and Henery. Nays none. Motion carried.

Extension Board Member: Brittany Spieker, with Antelope County Extension Office met with the Commissioners to request an appointment to the Extension Board. Motion by Commissioner Pedersen, seconded by Commissioner Jacob to appoint Linda Grosserode to the Extension Board, District 4. Voting aye: Smith, Jacob, Krebs, Pedersen and Henery. Nays none. Motion carried.

10:03 AM **Public Hearing Closing of 841st Road between 510th and 511th Avenue**, between Sections 30 and 31, Township 24, Range 8, West of the 6th P.M. Antelope County, Nebraska. Chairman Henery requested motion to open the public hearing. Motion by Commissioner Smith, seconded by Commissioner Jacob to open the Public Hearing. Voting aye: Smith, Jacob, Krebs, Pedersen and Henery. Nays none. Motion carried. Chairman called Roll Call: Smith, Jacob, Krebs, Pedersen and Henery. Stated open meeting poster on the east wall of Commissioner Meeting Room. Also attending was Brian McDonald, Aaron Boggs, David Owenby, Ellis Schrunk, Steve Schrunk, Kyle Childers, members of media and County Assessor.

Chairman states the hearing is for the Closing of 841st Road between 510th and 511th Avenue - Public Hearing – Brian McDonald opens: **Brian McDonald:** Essentially the petition was filed with the Clerk to request closing of a portion of this road. We did a study of the use of the road. Essentially, it is primarily ag access and then there is one (1) tower in Antelope County. And I believe just to the end of the drive two (2) just into Wheeler County I suspect two (2) towers in Wheeler County. There is a power line on the north half mile on the east end. And then there is- if you look at the GIS Workshop, this is two (2) properties that if this road is closed would not have access. If a closure is to be considered, an easement for those two (2) properties across all the way to 511th Avenue would be required. I guess that is all the information I got for you guys, unless you got questions. And then I guess I will open this up. This is a public hearing for you guys to get input from the public about this. **Dean Smith:** I guess I am a little bit – unless I missed it in past meetings – I do not believe I have. Don't we typically see the signatures that have been gathered? **Charlie Henery:** No, this was done in a different form. **Clerk:** No, No, you seen them last spring or summer. I'll grab it. **Carolyn Pedersen:** Yeah. When we authorized the study. **Smith:** Requested it? I have not seen the results of the petition. Yes. No, I remember them coming in to request the petition. I have not seen the results of the signed petition. **Henery:** Do you want to make copies of that? **Smith:** I thought on other ones we always seen that? **Clerk:** Yeah, you saw this this summer sometime. You did! **Smith:** Well, I am just asking to see it again. **Clerk:** That is fine. That is why I am bringing it to you. **McDonald:** That the petition that was filed. Essentially, that. **Smith:** Is there a minimum number? **Clerk:** Ten. **Smith:** Ok, go ahead Brian. What? **McDonald:** The process with petitions filed, the Board directs me to do a study of the use of the road. I submit that. Then a hearing is filed. That is where we are at today. I guess, unless you guys have questions for me, I will open it up to the public. Or turn it over to the public. **Henery:** Ok. People in favor of this. Would they like to come forward and testify on the closure of this road? **Clerk:** Call that three (3) times. **Henery:** we need, if there is anybody here that is in favor of closing – would they like to come forward and testify why they want this road closed? **David Owenby:** Good Morning. I am David Owenby with Invenergy. I am Construction Manager for the project. Um.... **Henery:** Dave, that may not be turned on. You need to poke the button and hold it down till the little light comes on. **Owenby:** Is that better? **Henery:** Yup! **Owenby:** So, good morning. My name is David Owenby. I am the construction manager for Invenergy and their project. As we understand, this road, if the ROW is not abandoned it will become an upgrade road. And so, we along with some of the landowners in the area had pursued the abandonment petition. We would be obviously in favor of abandoning the road because otherwise it becomes an upgrade road and the County would be responsible for the maintenance of the road. If it is abandoned then it becomes a private driveway and then the liability of the responsibility for the maintenance is no longer with the County. It would be with private landowners, and the project. I think that is all that I have. Unless you have questions for me. **Henery:** OK, You guys have any questions for David on this? **Smith:** I guess, can we ask him questions after we hear if there are people opposing? **Henery:** I suspect we can. We need to know all the facts. OK, is there anybody else that would like to speak in favor of the closure of this road. If not, we will go to the people that is opposed to closing this road. Do we have anybody here that would like to step forward with opposing closing this road? **Ellis Schrunk:** Yeah, I'll.... **Henery:** OK, you want to state your name for us please? **E. Schrunk:** Ellis Schrunk. So, what does that re... What he was talking about. The survey or whatever they done? Does it show that it is used quite often or what was in that? **Clerk:** That report? This report? Do you want to see this report? **Henery:** The report that Brian with JEO & Associates did a study on that. Would you like to take a moment and read this over and what it says, Ellis? **E. Schrunk:** Whatever. I mean. We are... I am a landowner and we do use the road occasionally. You hate to see a road closed, because of future generations. Once you close a road it is done. I mean, I suppose, I have never had any experience with actually closing a road. Do you move the fences in and call it land? I mean, how do you close a road? **Henery:** Ok, Brian would you like to explain that? Brian is an engineer with JEO & Associates that did the road study. He will explain it. **McDonald:** Like I said, I did a study of the use of the road. Which it is primarily farm access and tower access, and there is a little bit of utility to the power line to the north ½ mile. If it is decided to close the road the County has got some options as to what happens to the existing 66-foot (right of way) strip. If they close the road to public travel and retain the right of way you guys can put your fences back on the ½ mile. That way if the County wants to open that up at a later date, it is still their right of way. The second way, which is the way the insurance company is going to tell you to do it, is that they close the road and basically eliminate the right of way. So, you really own up to the center of the section. And then you get credit back. Basically, the County has an easement on those acres where the road is occupied. You would put your fences back were you want them, or put the fences back on section line – you would have right of way up to that. In this case, there is two (2) properties on the north side that would not have access to an Antelope County Road. They would need an easement across where that 33-foot strip was across the two properties to the east to the west property and across the one property for the middle property. If they would have easement access, basically they would have right of way. They couldn't close that off. If the County ever decided they wanted to open the road back up. If that was the case, they would have to go in and buy the right of way and then they can open the road. But they can do that anywhere it is needed, or for the public interest. Does that answer your question? **E. Schrunk:** So, do you represent the wind project? **McDonald:** I am the Highway Superintendent for the County, and I do the road survey. **E. Schrunk:** Oh, you're the **McDonald:** So, like I said. The petition basically put the statutes in play. Once the petition is filed with the Clerk. They appoint me to do a study of the use of the road. And that is what is there. I file that with the Clerk and Board. From there a hearing is set. So, right now is your time to give the Board your input of what you want to do with this thing or don't want to do with it. To them, they will close the hearing and ultimately it is a Board decision what happens at that point. **E. Schrunk:** So, these names on that petition are they public? **McDonald:** Yeah. It is a public petition filed with the clerk. **Smith:** I passed it around. **Henery:** She has got it here on file. We will have to get it. We can get you a copy of it or some... Or, do you want to just look it over, or do you want to take it home? **E. Schrunk:** Are these names for it or against it? **Smith:** They are all ones that would be for it. **Henery:** Yeah, they are in favor of closing the road. Correct Brian? **McDonald:** They have requested the road be closed. It has got to be 10 registered voters within so many, 10 miles of the road. Then they file the petition. **E. Schrunk:** Ten miles, that is halfway across Wheeler County. **McDonald:** Yeah. **Smith:** Yeah, I was surprised it was a 10 mile. I thought it was more restrictive than that. Before we did it, it has always been really close. **Henery:** Well, there is less population out there. **Clerk:** Can we make copies of it? **Henery:** I do not know. **Smith:** Yeah, but 10 miles is quite a bit – some of those people wouldn't even know those roads. **Henery:** We can give you, if you want to look at them here, we can let you look at them, but we have to have them back. **E. Schrunk:** Yeah but, can you name them off? Can you just tell us who they are? **Henery:** Why don't you just take a look at it. ... I take it you own some of this land to the north here? **E. Schrunk:** Yeah. **Kyle Childers:** He actually owns to the west. He owns to the west of it, in Wheeler County. **Henery:** Oh, over here? You're in Wheeler County. **Smith:** So, who are.... Oh, I don't know if that is a question for now. I let him. **Henery:** Do you use this road to enter your property from the east there? **E. Schrunk:** No, we come in from the west. We have a Pelster from Elgin they rent our pasture. They use it occasionally and we use it occasionally. But I was, it was just a trail. But the wind tower went a built a real nice ½ mile to the east end. That is really nice. I wish they kept right on going. **Henery:** They are not likely to do that though. **E. Schrunk:** No. But it looks like you have one, two, three, four, five. You got five (5) Funks, Sehi, Schindler, Henn. The Funks they all live up on Clearwater, right by Knievels, that would be more than 10 miles away. Right at 10 miles. I do not know about Brandon Henn, where he lives. The rest of them are way, way off. I don't understand why they want it closed. Cause that ---- **Henery:** Well, they signed it, I guess that is not for you and me to understand. **E. Schrunk:** No. That was kind of interesting. **Henery:** Yea. OK, Anything else, Ellis? **E. Schrunk:** No, I just. I am against closure of the road. **Henery:** You're against the closure of the road? OK. But this is not the access to your pasture? We need the copy of those people's names back. **Assessor:** Charlie, do you guys have a map of that? **Henery:** yes. **Assessor:** Ok. I was making sure. I just made one. **E. Schrunk:** I guess I they are going to close it. **Henery:** We haven't got that far yet, Ellis. **E. Schrunk:** Thank you. **Henery:** You bet, thank you.... Anybody else who want to speak on being opposed to... OK. Go ahead. State your name please. **Steven Schrunk:** I am Steven Schrunk, his kid. As he said, Chuck Pelster uses it on occasion. I did have a gentleman from the School Lands – which would be to the west of Childers property contact me. And he was concerned about losing access from the east to the school land – which would be in Wheeler County. He was opposed to it. Like I say we do use it on occasion. **Henery:** So, you do have that school ground? Is that right? **S. Schrunk:** No, we do not. No. No. Brian Curry rents it. And you know as long as he uses the road once and a while too. He is kind of – it doesn't matter to him right now, I don't think. I am not sure I haven't talked to Brian. But I would be opposed to closing it. It is nice the way it is fixed up now. As long as it would stay that way, we would really like it. But I would hate to see it closed up. **Henery:** Ok. Thank you! And you got his name and stuff. **Clerk:** Steven Schrunk. **Henery:** Anyone else that is opposed to this, who would like to testify? **Kyle Childers:** Charlie, I am not opposed or for. I just have a comment. **Henery:** Sure, go ahead. **Childers:** Kyle Childers. Uh, when this was brought to us, Invenergy came to us and wanted us to...they basically said you know it would benefit them and it would help us out obviously because we didn't, everybody seen no use in the road. Well, we signed the petition and, thinking who is going to oppose it. We own the ground on both sides. Grandpa owns it on the south side. Dad and I own it on the north side, and who is going to oppose it? Well, hearing that people are opposed to it we would like to withdraw our petition and forget about closing the road. **Henery:** OK. **Childers:** I talked to Grandpa and he is in the same boat as I. He said if we are going to make a neighbor unhappy, what is the point in closing it. Like I said when it was brought to our attention, we were like yeah, it would be really nice because we got a good road and who uses

the road anyway. But now that we hear that people do want to use the road now that it is fixed up. I say withdraw our petition and let it be an upgrade road. **Henery:** And you are the one that. **Childers:** My Dad actually was, Duane. And he passed away. That is all I got. **Henery:** Oh. OK. Sure. I understand. **Smith:** Thank you very much Kyle. **Henery:** Good Neighbor... Very good neighbor. **Childers:** Got to live with your neighbors. **Henery:** My Dad always said, 'Trust your neighbor's but brand your calves.' ... Brian? **McDonald:** Is there any other input from the Public? If not, we can close the public portion. **Henery:** We will close the public hearing part. **Clerk:** That should be a motion. **Jacob:** I will make that motion to close. **Henery:** I have a motion by Eli, do I have a second? (10:22 AM) **Pedersen:** I will second that. **Henery:** OK. Any discussion. Jacob, Smith, Krebs, Pedersen, and I will vote yes. (All respond 'yes.')

10:22 AM Motion by Commissioner Jacob, seconded by Commissioner Pedersen to Close public hearing. Voting aye: Smith, Jacob, Krebs, Pedersen and Henery. Nays none. Motion carried.

- Brian McDonald states: At this stage it is up to you guys (the Board), whether you want to close the road or not. The petition cannot be withdrawn. It is filed, it is public. It is essentially up to the Board as to what happens. If the desire is to leave it open a motion has to be made as such. If you wish to close it a resolution has to be signed.

Discussion of an upgrade road, versus the trail it was needs to be considered when making considerations. Invenergy put some heavy dirt down to get the towers built, and there were no engineering surveys completed. The road will have to meet state standards for safety purposes, slopes, ditches, etc. The road was a two-track road to 508th Avenue in Wheeler County, the improvements were made on this ½ mile. This road is not on section line, so will probably need to be moved if not closing said ½ mile. If the road is closed there will need to be an easement from the property owners to access land locked property's further west. Currently, the Childers family owns both north and south of this road. Without easements the roads cannot be closed. Upgrading this would be a one- and six-year project. Since the public hearing and study is complete if the road remains open, we can make a decision to close it later. Motion by Commissioner Smith, seconded by Commissioner Jacob to not close the road. Voting aye: Smith, Jacob, Pedersen, Krebs and Henery. Nays none. Motion carried.

Clearwater North Bridge: Brian McDonald gave an update on the Clearwater north bridge. Road Superintendent Aaron Boggs, Commissioner Krebs and McDonald was in contact with the owner on the south side of the river. He did not want any rock placed on his property. Essentially, he has a little corner. The bridge sits just south of his north property line. Brian presented the NRCS with a plan to trench and file with rip rap on Dean Thiele's property. NRCS had no issues. Mr. Thiele is willing to work with the County and allow the trench and rip rap to protect the bridge. There could possibly be a change order and the County may have a little more behind the scenes work.

Weinrich Bridge: Work to begin next week or so. Aaron Boggs will be meeting with Knox County regarding bridge repair.

Road Superintendent Report:

- **Oversize Permits:** ProCrane submitted two (2) permits: 1) Invenergy; 2) Summerland School. Aaron approved. Motion by Commissioner Smith, seconded by Commissioner Krebs to approve ProCrane oversize permits. Voting aye: Smith, Jacob, Pedersen, Krebs and Henery. Nays none. Motion carried.
- **Oversize Permits:** Rocky Mountain Crane Service: submitted three (3) permits for 515th Avenue south of Highway 70 (just north of the County Line). Motion by Commissioner Jacob, seconded by Commissioner Pedersen to approve permits. Voting aye: Smith, Jacob, Pedersen, Krebs and Henery. Nays none. Motion carried.
- Discussion on **engineering fees** on oversize loads. Aaron tries to have oversize loads avoid structures. If this cannot be he will be giving a heads-up to the filing office there may be some engineering fees coming after the Engineer bills the County.
- **Access Permit:** Melanie Miller submitted an access permit for 854th Road, in the SW¼SE¼ Section 19, Township 26, Range 6, West of the 6th PM, Antelope County, Nebraska. She is intending to build a house like structure in this location. Aaron is recommending at least 550 feet and gave the landowner an option to go east of that. Traveling will more than likely go to the east, and not the west. The County will install a 30-foot, 30-inch culvert in the locations. Motion by Commissioner Jacob, seconded by Commissioner Pedersen to approve access. Voting aye: Smith, Jacob, Pedersen, Krebs and Henery. Nays none. Motion carried.
- **Two (2) underground permits** submitted by Carrie Olsen, permit agent for TransCanada Fiber Project on 849th and 850th Roads. In Section 8, Township 25, Range 5, West of the 6th PM, Antelope County, Nebraska. This is an electrical line to provided fiber to TransCanada Project. Motion by Commissioner Jacob, seconded by Commissioner Pedersen to approve underground permits. Voting aye: Smith, Jacob, Pedersen, Krebs and Henery. Nays none. Motion carried.
- **TransCanada Road Use Agreement Release:** TransCanada is interested in releasing part of the Road Use Agreement. Basically, release everything but a back-and-forth route to the lay down yard, from Highway 20 on 517th Avenue to 866th Road to 519th Avenue to Highway 20. The original road use agreement gave the releasing authority to the Road Superintendent. When construction begins again, we will reinstate the portion of the RUA needed for the work being completed. Temporary release of these roads will be extended. A notice will be forthcoming prior to work beginning again in the future, so it can be on the agenda.
- **TransCanada Valve Site Access Permit:** We will grant access to the Valve Site off of 517th. We talked last meeting we will gate the access so as to prevent public transportation as it will not be a through road. Motion by Commissioner Jacob, seconded by Commissioner Pedersen to approve access to 517th South of the Highway 20 in the NW¼ Section 8, Township 27, Range 7, West of the 6th PM, Antelope County, Nebraska, for TransCanada Mainline Valve Access. Voting aye: Smith, Jacob, Pedersen, Krebs and Henery. Nays none. Motion carried.
- **RUA Invenergy:** Aaron stated he had completed a visual inspection of the roads in the agreement. He stated they noticed tremendous improvement on some of the areas compared to 10 days ago – bearing in mind 10 days ago was right after 6 inches of snow. Aaron stated they are wanting to release portions of 846th Road (not including 846th Road) south to Highway 70 between 513th Avenue and Highway 275.
Aaron discussed the possibility of accepting a check for gravel as now is not the time to place gravel and we would pay for gravel in the spring. Antelope County would make a list of roads involved, to make sure they will get gravel. RUA release will be on the agenda next week. Discussion of leaving current Bond in place and not releasing Bond until the entire project is complete. It can serve as an incentive for work to be completed.
- **Excavator:** the excavator has been discussed multiple times this fall. Antelope County is currently renting a 2020 Excavator. There have been many projects it has assisted. The lease agreement ends on the 4th of December. CAT & John Deere Motor Graders do not have a payment due until November of 2021. The excavator is a good size for work in Antelope County \$147,000.00 with Source Well pricing. Discussion of excavator usage and the amount of hired contractors for projects Antelope County can do. Antelope County had approximately 130 hours. Motion by Commissioner Jacob, seconded by Commissioner Krebs. Voting aye: Jacob, Krebs and Henery. Nays Smith, Pedersen. Motion carried.
- **Post Pounder:** Aaron discussed purchasing a post pounder to assist in the placement of signs. The current post pounder was purchased in approximately 2014. It has been repaired multiple times over the last four or five months. Aaron is questioning the motor in the post pounder. Options of electric generator, etc. discussed. Aaron will look at options and bring back to the Board.

Highway 20 Interlocal Agreement: This agreement helps remove barriers. It is an agreement with various towns, cities, county to help response times and joint efforts. Summerland School being close to the County line it is a way to help unite the various forces. Motion by Commissioner Pedersen, seconded by Commissioner Jacob. Voting aye: Smith, Jacob, Pedersen, Krebs and Henery. Nays none. Motion carried.

HIGHWAY 20

LAW ENFORCEMENT INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the City's of Atkinson, Gordon, Neligh, O'Neill, Valentine, and the Counties of Antelope, Brown, Cherry, Dawes, Holt, Keya Paha, Rock, Sheridan, and Sioux, and all political subdivisions of the State of Nebraska, pursuant to the provisions of LB 667, codified as Sec. 29-215, R.R.S. Reissue 1994, which became effective on February 28, 2011, so as to empower law enforcement officers ("Officer" as defined herein) of each of the Cooperating Agencies to exercise extraterritorial law enforcement authority and arrest.

WHEREAS the City of Atkinson and the City of O'Neill are located within the County of Holt, and the City of Gordon is located within the County of Sheridan, and the City of Neligh is located within the County of Antelope, and the City of Valentine is located within the County of Cherry, all which are located within the State of Nebraska; and

WHEREAS, the Cooperating Agencies wish to provide for personnel backup and such other assistance as any of the parties may require in time of emergency or other time of need; and

WHEREAS, an interlocal agreement for law enforcement services would enhance the police protection in all identified jurisdiction; and

WHEREAS, the Cooperating Agencies wish to formalize their understanding pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. '13-801 et seq., as amended (herein "Interlocal Cooperation Act").

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. **Definitions:** As used herein the following terms shall have the following meaning:

a. "Administrative Board" shall mean the board comprised of the County Sheriff and the Chiefs of Police of the Cooperating Agencies, or their designees.

"Agency of Primary Jurisdiction" shall mean the Agency within which an arrest is being made, warrant served or other law enforcement activity is occurring.

"Cooperating Agencies" or "Agencies" shall mean the parties' signatory hereto, and "Agency" shall mean any one of the Agencies.

"Host Agency" shall mean an Agency of Primary Jurisdiction other than an Officer's own Agency of regular employment.

damage, which may arise from the activities under this Agreement, whether due to the negligent or intentional actions of the Cooperating Agencies.

15. **Non-Discrimination Clause:** The agencies shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws, or local ordinances, because of race, color, sex, age, or disability, as recognized under 42 USCS 12101 et seq., political or religious opinions, affiliations, or national origin.

16. **Notices:** Any formal notice, demand or request required or authorized by this Agreement shall be deemed properly given if mailed, postage prepaid, to the following:

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| Chief of Police City of Atkinson 104 South Main Atkinson, NE 68713 | Chief of Police City of Gordon 311 1/2 North Oak Gordon, NE 69343 | Chief of Police City of Neligh PO Box 87 Neligh, NE 68756 |
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| Chief of Police City of O'Neill 401 E Fremont St. O'Neill, NE 68763 | Chief of Police City of Valentine 365 North Main St. Suite #10 Valentine, NE 69201 | County Sheriff Antelope County 1102 L St. Neligh, NE 68756 |
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| County Sheriff Brown County 142 West 4th Ainsworth, NE 69210 | County Sheriff Cherry County 365 North Main St. Suite #9 Valentine, NE 69201 | County Sheriff Dawes County 451 Main Street Chadron, NE 69337 |
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| County Sheriff Holt County 204 North 4th Street O'Neill, NE 68763 | County Sheriff Keya Paha PO Box 100 Springview, NE 68778 | County Sheriff Rock County Box 679 Bassett, NE 68714 |
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| County Sheriff Sheridan County 303 1/2 East 2nd Rushville, NE 69360 | County Sheriff Sioux County P.O. Box 305 Harrison, NE 69346 | |
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17. **Amendments:** This is the entire Agreement between the parties. Amendments to this Agreement shall be approved in writing through a resolution approved and adopted by the governing bodies of each agency.

18. **Execution:** Separate copies of the Agreement will be executed by the cooperating political subdivision with the understanding that, when each of the parties has executed a copy, each of them shall be deemed bound to the same extent and purpose as if each had simultaneously joined in the execution of a single master copy.

"Officer" shall mean a duly sworn full-time, part-time or reserve law enforcement officer in the employment of a Cooperating Agency.

"Officer's Primary Jurisdiction" shall mean the geographic area within the territorial limits (corporate limits) of the Agency with regularly employs the Officer.

"Political Subdivision" or "Primary Jurisdiction" shall mean where the arrest is being made, warrant served or other law enforcement activity is occurring.

2. **Authority:** The authority for the Cooperating Agencies entering into this Agreement is that authority granted by law, including the general powers of the agencies, the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13, Neb. Rev. Stat. (1943) (Reissue 1991); and the authority granted under Neb. Rev. Stat. Sec. 29-215 enacted by the Nebraska Legislature in 1994 and reissued 2011. The powers granted to other law enforcement signatories of this agreement shall be limited to times when assistance is requested by the Agency of Primary Jurisdiction.

3. **Purpose:** The purpose of this Agreement is to grant to all officers of the Cooperating Agencies, full law enforcement powers, including arrest and detention authority, which each agency has within their jurisdiction. Each law enforcement officer covered by this agreement shall have the full power and authority to enforce the laws of the State of Nebraska and the ordinances of each political subdivision even if the officer is outside his/her primary jurisdiction.

4. **Mutual Assistance:** In addition to the authority granted in section 3, any officer of a Cooperating Agency may call upon any officer for assistance at any time. In all such instances, the requesting officer or Cooperating Agency of primary jurisdiction shall be in charge of and shall give direction to the assisting officer. Assistance may include assignment of personnel, and equipment as deemed necessary by the assisting Agency(ies) and may include the use of dogs specifically trained to assist officers belonging to the assisting agency.

5. **Investigation:** Each Cooperating Agency may assist another Agency requesting assistance in the investigation of persons within the limits of the Primary Jurisdiction of the Cooperating Agency who are suspected by such other Agency of committing or believed to have information concerning crimes or criminal activity occurring in such other Agency.

6. **Officers Remain Employees of Own Agency:** While serving outside their primary jurisdiction, officers shall conduct themselves in accordance with the general orders of the primary jurisdiction except as may otherwise be agreed to by such officer's agency.

7. **Disciplinary Procedures:** Disciplinary action arising out of an officer's conduct, actions, or omissions, whether occurring within or without the officer's Primary Jurisdiction, shall be handled by the officer's Agency.

8. **Public Information:** To the extent that specific case information is to be made public, it shall be released to news media representatives by the Agency originating the investigation through the office of the Agency head.

9. **Administrative Board:** This agreement shall be administered by the Administrative Board. No separate entity is created pursuant to this Agreement. Each of the Agencies under this Agreement shall maintain its individual independence, except as otherwise provided by the terms of this Agreement.

10. **Financing:** This Agreement does not require the commingling of funds between the Cooperating Agencies or their political subdivisions.

11. **Term:** This Agreement shall be effective upon full enactment by each cooperating political subdivision. The Agreement shall continue in full force and effect unless and until terminated by a majority vote of the governing body of the political subdivision desiring to terminate its involvement. Said termination will not affect the remainder of the agencies and the agreement shall remain in full force and effect and continue for those remaining agencies. When and if said governing body terminates the agreement, the termination shall occur ninety (90) days after written notice thereof to the other cooperating agencies.

12. **Separate Agreements:** This Agreement does not prohibit or limit any of the agencies from contracting for or entering into separate agreements for law enforcement services.

13. **Insurance:** Each political subdivision herein named as parties to the agreement shall maintain insurance coverage for its own officers, vehicle and equipment while providing assistance set forth herein.

14. **Hold Harmless:** Each host agencies shall defend, indemnify and hold the cooperating agencies, and its elected and appointed officials, officers, employees, and agents, harmless from and against any and all causes of action, claims, costs, losses or liabilities for personal injury or property damage, which may arise from the activities under this Agreement, whether due to the negligent or intentional actions of the Cooperating Agencies.

The assisting agencies shall defend, indemnify and hold the host agencies, and its elected and appointed official, officers, employees, and agents harmless from and against any and all causes of action, claims, costs, losses or liabilities for personal injury or property

**HIGHWAY 20
INTER LOCAL LAW ENFORCEMENT
AGREEMENT**

IN WITNESS WHEREOF, THIS AGREEMENT IS EXECUTED PURSUANT TO AUTHORIZING ACTION OF THE COUNTY OF ANTELOPE, NEBRASKA.

COUNTY OF ANTELOPE: 
County Commissioner

ATTEST:  
CLERK

DATE: 1 December 2020

Tower Lease/Purchase: Sheriff Moore presented today in follow-up of previous conversations. Sheriff presented with an estimate from Platte Valley Communications for taking down tower. The county would be responsible for notifying tax payers about removing/recycling of the tower. Today the proposal reads \$2,500.00. This tower will be facility communications through out all of northeast Nebraska. The tower is 300 feet tall, and is located in the SW¼SW¼ of Section 10, Township 26, Range 5, West of the 6th PM, Antelope County, Nebraska. The County Attorney was concerned about removing expenses of the County. With the presentation today, the removal would be cost effective. Motion by Commissioner Krebs, seconded by Commissioner Jacob to approve proceeding with purchase of the tower and the surrounding equipment, via a quit claim deed. Future maintenance will be a joint effort between Region 11 and Antelope County. This allows a more valuable experience in communications for total public safety. Voting aye: Krebs, Jacob, Pedersen and Henery. Nays Smith. Motion carried.

Security Windows/Courthouse Security: Following recent discussions the County Assessor was asked to follow up with NIRMA regarding recommendations and reimbursements. Terry Baxter will be here at 10:00 AM on December 22nd, 2020, to do an assessment for the Courthouse. NIRMA would prefer bullet proof glass, and then shatter resistant glass. Counters – dip trays are recommended. No holes in glass – recommend speakers. Counter top – lower for handicap assessable. Reimbursement of the safety/security windows is available from the Assist Projects.

COVID Chairman asked if there was any concern or recommendations regarding the current COVID restrictions. All agreed, no action needed at this time.

NIRMA Membership: Discussion of NIRMA Membership benefits. Concern of options of coverage was discussed. Motion by Commissioner Pedersen, seconded by Commissioner Jacob to approve resolution and to agree to NIRMA participation for three (3) years. Voting aye: Jacob, Pedersen, Krebs and Henery. Nays: Smith. Motion carried.

RESOLUTION
FOR AMENDMENT AND ADDENDUM TO
NIRMA/NIRMA II INTERGOVERNMENTAL/INTERLOCAL AGREEMENTS

WHEREAS, Antelope County has previously entered into Intergovernmental/Interlocal Agreements with various other Nebraska Counties and other public agencies to form and participate in the Nebraska Intergovernmental Risk Management Association (NIRMA) and the Nebraska Intergovernmental Risk Management Association II (NIRMA II) as authorized by the Intergovernmental Risk Management Act (Neb. Rev. Stat. §44-4301 et seq.) and the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §13-801 et seq.); and

WHEREAS, Counties and other Public Agencies as defined in Neb. Rev. Stat. §44-4303 are allowed to participate in said cooperative undertakings; and

WHEREAS, the Legislature has found that proper risk management requires the spreading of risk so as to minimize fluctuation in insurance needs and that benefits can be derived through the pooling of insurance purchasing by local government; and

WHEREAS, NIRMA and NIRMA II have provided coverages to the County in a cost effective way which meet and exceed that provided by standard insurance carriers; and

WHEREAS, NIRMA and NIRMA II provide risk management services such as loss prevention, safety audits, claims and litigation management; and coverages tailored to address loss exposures counties and other related public entities face not economically available from other sources; and

WHEREAS, these coverages and risk management services are essential for the continued effective and efficient use of county taxpayer dollars; and

WHEREAS, the current Intergovernmental/Interlocal Agreements will expire on June 30, 2021, and

NOW, THEREFORE, BE IT RESOLVED that the Antelope County Board hereby:

1. Extends its commitment to participate in NIRMA and NIRMA II for the period July 1, 2021 through June 30, 2024; and
2. Declares that this Resolution shall serve as an amendment and addendum to the previous Intergovernmental/Interlocal Agreements entered into by the County Board, said Intergovernmental/Interlocal Agreements adopted by and incorporated herein by this reference as amended.

After motion duly made by member Carolyn Pedersen and seconded by member Bill Jacob, the following members voted by roll call vote in favor of passage and adoption of said Resolution, Pedersen, Jacob, Krebs, Henery.

The following members voted against the same: Smith.

The following members were absent or not voting: _____.

PASSED AND APPROVED this 1st day of December, 2020.

Attest: _____
County Clerk, Lisa Payne

Antelope County Board
By: Charlie Henery
Chairman/Presiding Officer

No other issues to discuss.

Adjourn: Motion was made by Commissioner Pedersen seconded by Commissioner Jacob to **adjourn**. Voting aye: Smith, Krebs, Jacob, Pedersen and Henery. Nays none. Motion carried.

Meeting adjourned at 12:09 PM.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman of the Board, Charlie Henery

Attest: _____
County Clerk, Lisa Payne