

December 3rd, 2019
Antelope County Board of Commissioners
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday, December 3rd, 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 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.

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

Minutes of the November 5th, 2019 Board of Commissioner Meeting: Motion by Commissioner Jacob, seconded by Commissioner Henery to approve minutes as presented. Voting aye: Jacob, Henery and Smith. Nays none. Krebs and Pedersen abstain. Motion carried.

Minutes of the November 12th, 2019 Board of Commissioner Meeting: Motion by Commissioner Henery, seconded by Commissioner Jacob to approve minutes as presented. Voting aye: Jacob, Henery, Pedersen and Krebs. Nay Smith. Motion carried.

Correspondence: NDOR Past Due Bridge Inspection Reminder; Jake Schindler Animal Feeding Operation DEQ Letter, Zoning Permit Report; Appeals pending before the Tax Equalization and Review Commission; Accountability and Disclosure 2019 reminder; letter from Jerry Berggren with luncheon invitation for NACO; Pitney Bowes Security Breach; Lee Meyer thank you for assistance on 846th Road. NIRMA Safety Shorts for November and December; Frontier Communications letter regarding damage to their line on 848th Road and 533rd Avenue. Commissioner Smith asked about the NRIN email. Sheriff Moore is aware and will be meeting with Commissioners in January regarding same. NACO convention on December 11-12-13, 2019, Commissioners Krebs and Pedersen showed interest, did not want registered.

Receipts: \$75.00 from Dean Smith for copies of surveillance camera.

Board Preapproval Reports from July, August and September were presented for signatures.

Official Newspapers: Motion by Commissioner Henery, seconded by Commissioner Jacob to approve Antelope County News and The Elgin Review as the official newspapers for Antelope County during 2020. Voting aye: Henery, Jacob, Pedersen, Krebs and Smith. Nays none. Motion carried.

Zoning Administrator Report: Zoning Permit Report for November was presented. Permit report shows excessive dust complaint not approved. That has been resolved.

Three (3) members of the Planning Commission are up for re-appointment. All have agreed to serve another term. Motion by Commissioner Smith, seconded by Commissioner Jacob to approve re-appointment of Phyllis Perdew, Dan Zwingman, and Greg Wortman for a three (3) year term to the planning Commission. Voting aye: Jacob, Pedersen, Krebs, Henery and Smith. Nays none. Motion carried.

Randy Hughes with the Board of Adjustments has resigned and Liz is actively looking for volunteers to fill the position. They like to have is geographically located.

Planning Meeting is scheduled for Tuesday, December 17th, 2019 in the afternoon.

There is a solar farm planned for west of Elgin, and Summerland School so Conditional Use Permit hearings will be coming up.

Improvement Grant Request: Clearwater Chamber of Commerce Request for updating of concession stand at Rodeo Grounds. They are requesting \$1,500.00. Approved by the Improvement/Visitors Committee on December 1, 2019. Motion by Commissioner Henery, seconded by Commissioner Krebs to approve request. Voting aye: Henery, Krebs, Jacob and Smith. Nays none. Pedersen abstains. Motion carried.

Nebraska Sign Permit: renewal permit for illuminated sign on the Highway 14/20 junction. No action needed/taken.

Treasurer's Fee Resolution: Deb Branstiter met with the Commissioners during the November 12th, 2019 meeting to establish fees for her office. At that time, it was approved to set and allow the Treasurer to collect fees. Today, a resolution was presented today for approval. Motion by Commissioner Henery, seconded by Commissioner Jacob to approve resolution as presented. Voting aye: Henery, Jacob, Pedersen, Krebs and Smith. Nays none. Motion carried.

ANTELOPE COUNTY
RESOLUTION NO. 2019-12-0001
TREASURER FEES

WHEREAS, the Antelope County Treasurer collects fees for mailing registrations, mailing of plates and Non-Sufficient Funds returned checks. And in order to conduct business in an orderly and lawful fashion;

WHEREAS, the Antelope County Treasurer is in need to establish and publicly set and adhere to the fees, and in accordance, need to have the fees set by County Board Resolution.

WHEREAS, the Antelope County Board of Commissioners has been made aware by the Nebraska State Auditor's Office that these fees should be established and maintained by a board resolution or policy; and during the November 12th, 2019 Board of Commissioners Meeting approved the fees

WHEREAS, the Antelope County Treasurer needs to collect these fees to continue good will and maintain a solid fee schedule;

WHEREAS, the Antelope County Treasurer, has been and will continue to collect fees for mailings and returned check fees. In order to continue good will and maintain a solid fee schedule recording basis the following fees will be set as per usual and customary actions:

Registration Mailing Fee	\$0.55
Plate Registration Mailing Fee	\$3.00/per plate
	\$6.00/2 plates
Non-Sufficient Funds Returned Check	\$25.00

THEREFORE, BE IT RESOLVED BY THE ANTELOPE COUNTY BOARD OF COMMISSIONERS, that the Antelope County Treasurer shall establish a fee schedule as above. The Treasurer and office personnel by and through the Antelope County Treasurer's Office shall collect the fees as deemed necessary.

Dated this 3rd day of December 2019.

_____/s/ Dean Smith _____

Dean Smith, Chairman

County Board of Commissioners

Motion by: __ Henery _____

Seconded by: __ Jacob _____

Voting aye: _ Henery, Jacob, Pedersen, Krebs, and Smith _____

Voting nay: ___ none _____

Motion passed/failed: _Passed_____

Attest: __/s/ Lisa Payne _____

Antelope County Clerk

Miles of Smiles: Sara Twibell met with the Commissioners with an update on the Miles of Smiles program sponsored by North Central District Health Department. This program operates within a nine (9) county district, which includes 38 schools. This program tries to visit each school twice a year. Dental sealants are offered at times to six (6) schools a year. The County is currently involved in a five (5) year program at approximately \$1,180.00 annual sponsorship. Antelope County has an approximate 590 students able to participate.

Orchard Law Enforcement Contract: During the November 12th, 2019 meeting law enforcement contracts for the Villages of Clearwater, Elgin and Oakdale were approved. Orchard was missed on the agenda, so was not approved. The Orchard contract was presented. Motion by Commissioner Jacob, seconded by Commissioner Pedersen to approve the Village of Orchard Law Enforcement Contract. Voting aye: Jacob, Henery, Pedersen, Krebs and Smith. Nays none. Motion carried.

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF ANTELOPE**

AND THE VILLAGES OF OAKDALE, CLEARWATER, & ELGIN

WHEREAS, under the provision of the Interlocal Cooperation Act, Neb. Rev. Stat. Sec. 13-801et 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: \$1,092.25 (one thousand ninety-two and 25/100) per month for the said two (2) year term of this Agreement, to the Antelope County Treasurer, to be credited to the Antelope County Sheriff's 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 Oakdale, Clearwater, and Elgin, 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:

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.

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 appoint Peace Officer of the undersigned Village, even though there may be no Peace Officer presently appointed.

This agreement shall be for a term of two (2) years, beginning the 30th day of September, 2019 and ending the 30th day of September, 2021.

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 Supervisors at least sixty (60) days prior to the last day under the terms of this Agreement.

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 or lowering of the amount to be paid by the undersigned, as stated in the above paragraph.

(Orchard) 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 \$1,092.25 (one thousand ninety-two and 25/100) shall be made monthly, on or before the 1st day of every month, for an annual total of \$13,107.00 (thirteen thousand one hundred seven and 00/100s dollars).

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:

Provide and maintain a twenty-four-hour dispatch radio communication center;

Maintain a jail in Antelope County, Nebraska with twenty-four-hour jailer/personnel;

Monitor all burglar alarm systems, when installed;

Maintain a radio and telephone log;

Make investigation and accident reports and maintain such information, file and keep an automobile registration file;

Make record of all complaints and arrests made.

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.

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.

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.

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 herein set forth. Compensation of employees and provisions 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.

The Antelope County Board of Supervisors and the Village Board of the undersigned Village shall meet quarterly at a mutually agreed date, to evaluate the services rendered under this Agreement.

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.

OAKDALE

This Agreement shall become effective upon its proper execution by all parties.

Dated this 14th day of October, 2019.

ATTEST:

/s/ Brenda Harrison
Village Clerk

VILLAGE OF ORCHARD

/s/ Dennis Clifton
Mayor

Dated this 3rd day of December, 2019.

ATTEST:

/s/ Lisa Payne
Antelope County Clerk

ANTELOPE COUNTY, NEBRASKA

/s/ Dean Smith
Chairperson, Board of Commissioners

NACO Conference: Appointing of an Official to represent Antelope County for the ballot casting for Antelope County. Motion by Henery, seconded by Commissioner Krebs to appoint Commissioner Jacob and Commissioner Pedersen alternate to represent Antelope County during the 2019 Annual Conference. Voting aye: Jacob, Henery, Krebs, Pedersen and Smith. Nays none. Motion carried.

Road Superintendent Report:

- **Underground permit:** Motion by Commissioner Henery, seconded by Commissioner Jacob to approve the application for placement of underground electric lines under 533rd Avenue, in the SE¹/₄SE¹/₄ Section 26 Township 24, Range 5 West, south of 842nd Road West of the 6th P.M., Antelope County, Nebraska. This line will provide electricity for irrigation. Catherine Ray is owner. Anson Electric is contractor. This is along a gravel road. Casey was onsite – no issues. Voting aye: Henery, Pedersen, Krebs, Jacob, and Smith. Nays none. Motion carried. All work to be done according to County and State specs.
- **Underground permit:** Motion by Commissioner Jacob, seconded by Commissioner Pedersen to approve the application for placement of underground electric lines under 515th Avenue, in the SW¹/₄ Section 26 Township 27, Range 8 West, north of 859th Road West of the 6th P.M., Antelope County, Nebraska. This line will provide electricity for calving barn, well and grain bin. Jared Bearinger is owner. Kerkman Electric is contractor. This is along a gravel road. Casey voiced no issues. Voting aye: Henery, Pedersen, Krebs, Jacob, and Smith. Nays none. Motion carried. All work to be done according to County and State specs.
- **Underground permit:** Motion by Commissioner Henery, seconded by Commissioner Jacob to approve the application for placement of underground electric lines under 513th Avenue, in the SW¹/₄ Section 15 Township 27, Range 8 West of the 6th P.M., Antelope County, Nebraska. This line will provide electricity for new house. Josh Stelling owner. Hurtig Well is contractor. This is along a hard surface road. County requests boring under road by at least 48 inches. Casey reported no other issues. Voting aye: Henery, Pedersen, Krebs, Jacob, and Smith. Nays none. Motion carried. All work to be done according to County and State specs.
- **846th Road:** In follow-up of previous discussion and the agreements with Klein regarding Highway access to 846th Road. Casey has contacted both Invenergy, and the landowner to the north, (Lee and Rhonda Meyer). Both agree things are going well. Casey requested what follow-up or pursuit the Board is wanting to take at this time. It was agreed for now it is good. It will not be back on the agenda. No action on either item regarding 846th on today's agenda.
- **Brian McDonald** met with the Commissioners regarding the Nebraska Board of Classifications and Standards. This is the qualifying and certifying conditions which must be in place for Antelope County to receive Highway Allocation. Brian presented both. Motion by Commissioner Jacob, seconded by Commissioner Pedersen to approve Certification and Program Compliance. and sign same. Voting aye: Henery, Pedersen, Krebs, Jacob, and Smith. Nays none. Motion carried.
 - Resolution for Annual Certification of Program Compliance to NBCS

Resolution 2019-12-0003

-Singing of the

COUNTY ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM 2019

Whereas: State of Nebraska Statutes, section 39-2115, 39-2119, 39-2120; 39-2121, and 39-2510(2), requires an annual certification of program compliance to the Nebraska Board of Public Road Classification and Standards; and

Whereas: State of Nebraska Statute, Section 39-2120 also requires that the annual certification of program compliance by each county shall be signed by the County Board Chairperson and shall include a copy of a resolution of the governing body of the county authorizing the signing of the certification form.

Be it resolved that the County Board Chairperson of Antelope County is hereby authorized to sign the attached County Annual Certification of Program Compliance form.

Adopted this 3rd day of December 2019 at Neligh, Nebraska.

/s/ Dean Smith

/s/ Charles F. Henery

/s/ Regina Krebs

/s/ Eli Jacob

/s/ Carolyn Pedersen

County Board Member Jacob moved the adoption of said resolution.

Member Pedersen seconded the motion.

Roll Call: 5 Yes, 0 No 0 Abstained 0 Absent

Resolution adopted, signed and billed as adopted.

Attest: /s/ Lisa Payne

Signature of Clerk

- **Year-End Certification of County Highway Superintendent:** Motion by Commissioner Henery, seconded by Commissioner Jacob to approve Certification of Brian McDonald as Highway Superintendent for Antelope County during calendar year 2019 (January 1, 2019-December 31, 2019). Voting aye: Henery, Pedersen, Krebs, Jacob, and Smith. Nays none. Motion carried.
- **Final Pay Application, change order and recommendation of acceptance for the Poor Farm Bridge for Thiesen Construction Inc.** for \$73,318.88 pay application; Brian presented for payment. Motion by Commissioner Jacob, seconded by

Commissioner Henery to approve and pay all paperwork on Poor Farm Bridge. Voting aye: Henery, Pedersen, Krebs, Jacob, and Smith. Nays none. Motion carried

- **Asphalt Patching completed by Knife River.** Most of this work was completed in July and August and we held this last payment until all work was complete. Motion by Commissioner Jacob, seconded by Commissioner Pedersen to approve, sign and pay the pay application for Knife River in the amount of \$55,483.45. Voting aye: Henery, Pedersen, Krebs, Jacob, and Smith. Nays none. Motion carried
- Follow up on **Singing Bridge.** Brian followed up with DOT regarding the current bridge situation. They handled the Section 106 which deals with Historic structures. As long as Federal Funds are not involved, we can do quite a bit. We can clean out trees and pull off the debris. We can remove trees as long as we don't change the channel. The State Historic Society as far as moving the bridge, as long as we are not using Federal Funds or getting into the channel it can be removed. Brian has contacted some contractors: he requested two (2) options: remove the bridge intact and get to a County yard, or dismantle it. When those quotes are returned, they will be given to Casey. Brian is not recommending removal of the trusses – because that will probably affect the channel. Steel pilings will be addressed later. This bridge is of historic nature and is on the historic register.
- **TransCanada Permits.** Postponed until further notice.
- **Snow Removal Policy:** This is in follow-up of the policy shared during the last meeting. Casey has been working with Terry Baxter from NIRMA and Joe Abler. This is basically an internal employee policy. The last page is a public notice. Casey intends for public notice to be shared with the media. This policy demonstrates the snow removal plan for the County. During the discussion the notice for the public and emergency routes were discussed. The policy and public notice were discussed and fine-tuned. NIRMA recommended identifying areas that needed prioritizing. At present Antelope County identifies approximately 30 sites that are normal routine snow removal. The most important thing to prove this is the right motivation is the communications between the Commissioners and Road Superintendent/Job Foreman, along with the public. Motion by Commissioner Krebs, seconded by Commissioner Jacob to approved the Antelope County Snow Removal Policy as presented. Voting aye: Krebs, Jacob, Henery, Pedersen and Smith. Nays none. Motion carried.

Antelope County Snow Removal Policy December 2019

The following snow removal plan covers the procedures that will be followed in the event of a winter snowstorm. Any of the operations may be altered by the Road Superintendent or Road Foreman depending on weather conditions and/or emergencies. No overtime work will be performed on weekdays, weekends or holidays unless authorized by the Road Superintendent or Road Foreman.

INTRODUCTION:

The Antelope County Road Department is responsible for providing snow removal for approximately 1300 miles of gravel and asphalt county roads. The Roads Department does not guarantee that county roads will be free of snow and ice after plowing. Bare, dry roads should not be expected. The Roads Department attempts to maintain adequate traction for vehicles properly equipped for winter driving conditions. Planning for a winter storm is difficult. The differences in rate of snowfall, moisture content, and temperature, time of day and wind velocity make each storm unique. However, it is the intent of this program to establish general policies and procedures to make travel within the County as safe as possible. Safety is the primary concern and all persons involved with this plan will consider safety first in their operating procedures. The Antelope County Road Superintendent will be responsible to format and implement this Snow Removal Plan and Policy with the input and approval of the Antelope County Commissioners.

CLASSIFICATION OF COUNTY ROADS:

PRIORITY ONE: The County Roads designated **PRIORITY ONE** includes all **EMERGENCY** and **SCHOOL BUS ROUTES**, within the county as established by the School Districts and with the input of the County Commissioners.

PRIORITY TWO: The County Roads designated as **PRIORITY TWO** includes all **MAIL ROUTES** (as established by the area Postmasters), **OCCUPIED RESIDENCES**, and **RURAL BUSINESSES** and with the input of the County Commissioners.

PRIORITY THREE: The County Roads designated as **PRIORITY THREE** includes all other roads that have no occupied residence within the mile. These miles are established by the County Road Superintendent and with the input of the County Commissioners.

LEVEL OF SERVICE: Plowing will begin on all **PRIORITY ONE** and **TWO** County Roads when snow accumulation reaches three (3) inches or more, with **PRIORITY ONE** roads being opened first, then **PRIORITY TWO** roads, followed by some **PRIORITY THREE** roads. After all roads are opened satisfactorily to allow vehicles in and out access to all occupied residences, additional road widening will be done. **PRIORITY ONE** roads at this time will be plowed and widened, followed by **PRIORITY TWO** roads. After all **PRIORITY ONE** and **PRIORITY TWO** County Roads have been widened, some **PRIORITY THREE** County Roads will be widened. If snow continues, road widening operations on Priority Three County Roads may have to be suspended and redirected to Priority One and Two County Roads, before the completion of plowing operations on Priority Three County Roads. The County Roads Department will generally not plow **MINIMUM MAINTENANCE ROADS** unless there is an emergency declared. Emergency Snow Removal Priority Route Maps will be mailed to all school districts and post offices that use county roads and an emergency snow removal priority route map will be placed in all county newspapers each fall to inform the public of the county's Emergency snow removal routes.

Gravel Roads: No operators or equipment will be dispatched for snow removal on gravel roads until at least three (3) inches or more snow has accumulated. Snow and wind conditions will determine when plowing operations proceed due to poor visibility, safety conditions, snowfall per hour, etc. Snow removal will not proceed until poor visibility is no longer a problem. Maintain snowplow blade one to two inches above gravel road to keep from removing gravel off the road. Plow according to wind conditions. In a very heavy snow, plow both ways and leave snow windrow beyond the road shoulder to let snow melt away from the road and not on it. Open priority routes for one lane traffic before starting secondary routes. Do not widen large drifts until entire route has been cleared to at least one lane traffic. Motor grader operators are responsible for clearing intersections where gravel and pavement meet.

Paved Roads: Motor graders will be used to blade paved roads. Tight blade paved roads to remove as much snow and ice as possible without harming the pavement surface. Plow snow out to a minimum of two feet beyond pavement edge, where possible, to let snow melt away from the road and not back on it causing ice conditions.

De-Icing Treatment Operations: De-icing material application location maps are attached and have been distributed to the employees. Additional locations may be treated as required. The county will begin treating operations when conditions require. No material will be applied on bridges. Material will not be applied when snowfall is so heavy that the material will be covered in a short period of time.

Bridges: All snow will be removed from bridges as roads are cleared. **DO NOT** leave snow windrows along bridge rail. This creates a ramp condition which could cause a vehicle to jump the guardrail. Remove snow beyond the bridge ends and guardrail, 15 to 20 feet, so snow will not melt back onto bridge causing ice conditions.

Special Circumstances: Rarely does the county receive the same amount of snow county-wide. Under these circumstances, employees and equipment will be moved from the least heavy snowfall area to concentrate on the hardest hit portions of the county. This will be done only upon authorization of the Road Superintendent or Road Foreman.

SNOW REMOVAL PERSONNEL: In the event of a snowstorm, the Road Superintendent or Road Foreman will contact the operators as to when to proceed with plowing operations. All equipment operators must be ready to commence snow removal operations at any time it is determined that operations must begin. Primary responsibility for snow removal planning, operation direction and snow removal decision making will be that of the County Road Superintendent with the assistance of the Antelope County Roads Foreman. The Antelope County Road Superintendent or the Road Foreman, with the approval of the County Road Superintendent, will decide when to call snow removal personnel to work and for how long they will work. The start time will be 7:00 a.m., unless otherwise specified, and go until it gets too dark to safely operate, or unless otherwise specified. If the decision to commence snow removal operations is made during the normal work day, operators and the Foreman must be prepared to cease the activities they are engaged in and begin snow removal operations. Employees from all districts will be required to clock in at this time. If conditions become such that snow removal must begin after normal working hours, the Sheriff's Department will notify the County Road Superintendent or Road Foreman who will then notify operators to report for snow removal. Rest periods and/or meal breaks will be coordinated by the Foreman until all PRIORITY ONE County Roads have been plowed. Employees will normally be limited to a maximum of 12 hours of continuous snow plowing. This is in consideration of the safety of the operator, the public and liability to the County. Employees may be asked to work longer than 12 hours during a SNOW EMERGENCY. All operators have a map of their area with emergency snow routes clearly marked. These routes will be strictly followed by priority and will not be deviated from for any reason other than an emergency. After the prioritized routes have been cleared, a systematic approach will be taken to clear the rest of the area, with school bus and mail routes taking priority. Cooperation and communication between the Sheriff's Department and Antelope County Roads Department is critical during a winter storm. All communication will be between the Sheriff's Department and the Road Superintendent. There will need to be close contact between the two departments during plowing operations. The Sheriff's Department will keep the Roads Department informed as to county road conditions and be on alert for trouble spots including icy roads and bridges and reduced visibility at intersections. It may be necessary, if circumstances dictate, to conduct snow removal on a 24-hour basis. Should this situation arise, the County Road Superintendent with assistance of the Road Foreman will divide the employees into two groups with each group working 12-hour shifts. Fueling of equipment will occur at the end of each shift to prepare for the next shift's operation. Equipment operators must obey ALL TRAFFIC LAWS during snow removal operations. If an employee for the Antelope County Road Department comes upon a stranded vehicle during snow plow operations, they must first check the vehicle for occupants, should the vehicle be abandoned, they will contact the Road Superintendent or Foreman. The Road Superintendent or Foreman will contact the Sheriff's Office for assistance to locate the owner of such abandoned vehicle to get it moved. If an emergency exists, the Road Superintendent or Foreman will instruct the employee to remove the vehicle by using the best method available. Should the employee find injured occupants, the Road Superintendent or Foreman will activate the Emergency Medical System. If the stranded vehicle has uninjured occupants and ask the employee to assist in removing the stuck vehicle, the employee must contact the Road Superintendent or Road Foreman for instructions. The Road Superintendent or Foreman will instruct the employees what procedure they may take to remove the stuck vehicle. NO County Employee will hook a chain or tow strap/cable to a vehicle without the authorization of the Road Superintendent or Foreman unless it is a life-threatening situation. Operators who are involved in an accident are required to report the accident immediately to the Road Superintendent or Foreman and the Sheriff's Department. Operators must complete an accident report and submit it to their Foreman before the end of the shift.

ADJACENT DRIVEWAYS: The cleaning of adjacent driveways to County Roads is the responsibility of the adjacent property owner. When plowing snow, several passes are sometimes necessary before a county road is clear. Every effort is made to prevent plowing into driveways; however, the Roads Department will not clean driveways adjacent to County Roads. Cleaning driveways, that are plowed closed by the Roads Department, is the responsibility of the adjacent property owner. It is generally best for the adjacent property owner to open driveways AFTER the snowplows have completed their operations.

SNOW REMOVAL PLAN AND SNOW ROUTE MAPS: A copy of this Snow Removal Plan and Policy and Maps indicating all PRIORITY ONE, PRIORITY TWO, and PRIORITY THREE County Roads will be kept at the Antelope County Clerk's office, all the Antelope County Department Shops, and the Antelope County Sheriff's Department.

CITIZEN COOPERATION: In order to achieve the best possible result and in the most efficient manner from the Antelope County Roads Department's snow removal operations, all citizens of Antelope County are requested to cooperate fully with the Roads Department. Motorists should always allow plenty of space near the snow plows and avoid passing a snow plow whenever possible. Operating a snow plow can be a dangerous task. When ice, snow, wind and cold create treacherous operating conditions, one of which is limited visibility, the snow plow operators require tremendous operating skill and courage to operate. In these poor conditions when motorists operate their vehicles in an unsafe manner, loss of control could force the snow plow from the road, causing harm and/or damage

DEPARTURE FROM POLICY: Antelope County acknowledges the policies set forth in this program are of a general nature and realizes conditions may be so unusual or unexpected that a departure from this program may need to be authorized. When conditions warrant, the Antelope County Road Superintendent, after consulting with the Antelope County Sheriff, may order a departure from this policy when conditions are such that the departure from this policy is necessary for the health, safety and welfare of the citizens and road department personnel of Antelope County. The Antelope County Road Superintendent or his/her designee is authorized to publicly announce that nonemergency travel is not recommended when conditions warrant such a warning. This policy is not, nor is it intended to encompass all details of Antelope County's snow removal operations.

POLICY PRIORITY: To the extent that any previous policy or past practice written or unwritten conflicts with the provisions of this policy, it is hereby void, and all personnel will conduct themselves in a manner that conforms to this policy.

EMERGENCY CONTACTS:

Antelope County Sheriff's Office: (402)887-4148

Antelope County Department of Roads District #1 - Brunswick Shop: (402) 842-3131

Antelope County Department of Roads District #2 - Orchard Shop: (402) 893-2912

Antelope County Department of Roads District #3 - Clearwater Shop: (402) 485-2413

Antelope County Department of Roads District #4 - Neligh Shop: (402) 887-4453

Antelope County Department of Roads District #5 - Tilden Shop: (402) 368-7711

Antelope County Department of Roads District #6 -Oakdale Shop: (402) 776-2515

Antelope County Department of Roads District #7 - Elgin Shop: (402) 843-5515

Antelope County Road Superintendent Cell: (402) 929-0215

Antelope County Roads Foreman Cell: (402) 929-3076

Public Notice:

The Antelope County Road Department is responsible for providing snow removal for approximately 1300 miles of gravel and asphalt county roads. The Road Department attempts to maintain adequate traction for vehicles properly equipped for winter driving conditions. Planning for a winter storm is difficult. The differences in rate of snowfall, moisture content, temperature, time of day, and wind velocity make each storm unique. However, it is the intent of this program to establish general policies and procedures to make travel within the County as safe as possible. Safety is the primary concern and all persons involved with this plan will consider safety first in their operating procedures.

Plowing, when deemed necessary by the Road Superintendent with input from County Commissioners, will begin on all EMERGENCY ROUTES or PRIORITY ONE (Emergency and School Bus Routes) and PRIORITY TWO (Mail Routes, Occupied Residences, and Rural Businesses) County Roads, with PRIORITY ONE roads being opened first, then PRIORITY TWO roads,

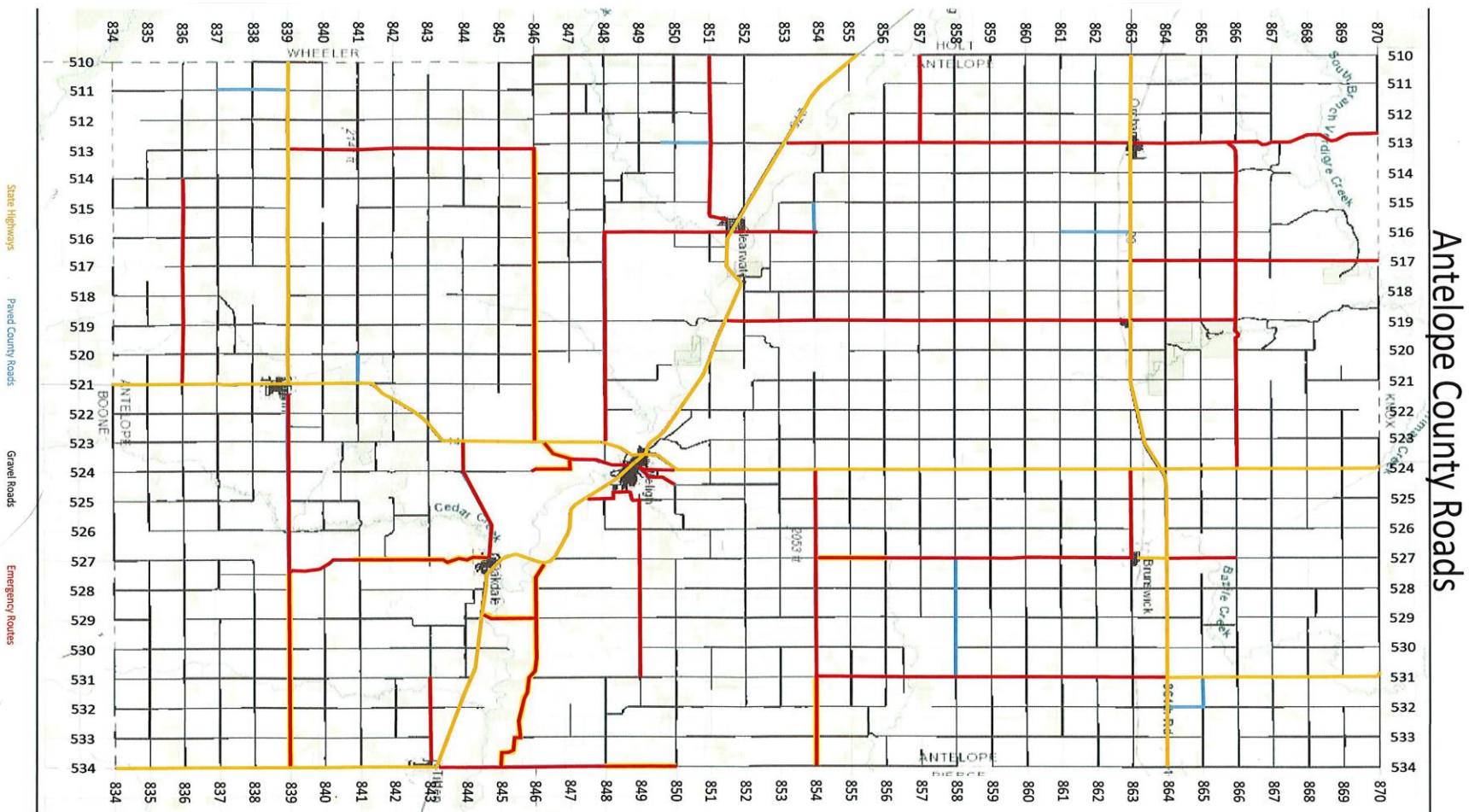
followed by some PRIORITY THREE (No Occupied Residences) roads. After all roads are opened satisfactorily to allow vehicles in and out access to all occupied residences, additional road widening may be done.

State Statute 60-6140 states the driver of any motor vehicle when traveling upon a roadway outside of a business or residential district shall not follow any highway maintenance vehicle more closely than one hundred feet if such vehicle is engaged in plowing snow, or performing other highway maintenance duties. Operating a snow plow can be a dangerous task. When ice, snow, wind and cold create treacherous operating conditions, such as limited visibility, the snow plow operators require tremendous operating skill and courage to operate.

If an Antelope County employee, while they are plowing snow, comes upon an abandoned vehicle that is blocking a county road and must be moved, the sheriff's office will attempt to contact the owner. If the owner cannot be located and the vehicle must be removed, steps will be taken to move the vehicle. Antelope County or the employees of Antelope County cannot be held liable for damages caused by removing the abandoned vehicle. Occupied vehicles will only be removed from a snowdrift by the county employee when the owner is present and able to attach a tow rope to the personal vehicle.

The Road Superintendent, in conjunction with the Sheriff's Office, is authorized to publicly announce that non-emergency travel is not recommended when conditions warrant such a warning. This public notice is not, nor is it intended to encompass all details of Antelope County's snow removal operation. The Emergency Route map can be viewed at www.antelopecounty.nebraska.gov. Travel restrictions will be announced on the Antelope County Sheriff's Facebook page, area radio stations, and area media outlets.

Along with the snow removal policy an **emergency route map** was shared. Map will be printed in local media outlets and on County Website.



Assessor Tax Valuation Maintenance Contract: Kelly Mueller, Antelope County Assessor presented a contract for property appraisal. Tax Valuation has been contacted in previous years for residential and commercial parcels throughout Antelope County. This contract is current for a single year at a cost of \$5,000.00. Kelly and Joe Abler have reviewed and believe all of the Regulations #50-003 & #50-0004 are met in the contract. Motion by Commissioner Jacob, seconded by Commissioner Pedersen to approve the maintenance contract and accept the terms. Voting aye: Henery, Jacob, Pedersen, Krebs and Smith. Nays none. Motion carried.

CONTRACT FOR PROPERTY APPRAISAL

This contract for appraisal services is made by and between the Antelope County Assessor on behalf of, and with the approval of, the Antelope County Board of Commissioners; hereinafter referred to as "the County", and Tax Valuation Inc. 6101 S 56th St, Suite D, Lincoln, NE. 68516, hereinafter referred to as "the Contractor".

I. GENERAL PROVISIONS

- Project Definition:** The Contractor agrees to execute a maintenance program for the properties in Antelope County. The maintenance program includes analysis of the annual statistics and recommendations for corrective measures needed for corrections of any noted deficiencies, plus developing land values for residential, rural residential and commercial parcels throughout the County. No agricultural land values are included in this contract. The Contractor, the Subcontractor, its employees, or its agents, agree to perform their duties in accordance with Reg. 50-004 as set forth by the Nebraska Department of Revenue and required by the Tax Commissioner. The Contractor shall begin the work when agreed to by the County and the Contractor, after the execution of this contract. This contract will start on November 1, 2019 and will terminate October 31, 2020, unless otherwise terminated, in writing, by both parties.
- Price:** The County agrees to pay the Contractor the amount of \$5,000.
- Payments:** Payments shall be made for work completed on a monthly basis. The Contractor shall submit a description of the progress being made on each invoice submitted for payment. This description will be based on a percentage of stages completed translated into a dollar amount.
- Contract Integrated:** Neither the Contractor nor the County shall have authority to change any provisions of this Contract without the written consent of the other party. The contract documents represent the entirety of the agreement between the parties and no other agreement shall be binding unless in writing and signed by the parties hereto and approved by the Tax Commissioner.
- Assignment of Contract:** The Contractor shall not assign or transfer the Contract, or any interest therein, without first receiving written approval from the Assessor and the Tax Commissioner.
- Subcontractor:** The parties agree that the Contractor may use a Subcontractor, to complete portions of the project. No Subcontractors shall be utilized on this project without first receiving written approval from the Assessor.

7. **Submission of Completed Work:** Periodically throughout the program, as appraisals are completed and finally checked by the Contractor's or Subcontractor's supervisor, the Contractor shall submit these to the Assessor for review.

8. **Penalty:** Failure to complete the appraisal records and office records for the parcels included in this project by March 19, of each appropriate tax year, shall be cause for a penalty payment by the Contractor, at the discretion of the County, in an amount not to exceed Two Hundred Fifty Dollars (\$250) per county business day beyond the completion date. Such penalty shall be deducted from the Contract sum owed the Contractor. The Contractor shall not be liable for damages or penalty by reason of strike, explosion, war, fire, act of God, or any act or failure to act by Terra Scan, Automated Systems or officials of the County or State of Nebraska which might delay or stop progress of the work. Should work be delayed or stopped due to any of these contingencies, the Contractor and the County shall renegotiate a revised completion date.

9. **Insurance and Workmen's Compensation:** The Contractor shall carry automotive, public liability and workmen's compensation insurance in the following: Property damage, \$1,000,000; Public Liability same as automotive; Workmen's Compensation Statutory. Proof of bond-ability is not required because funds are not advanced prior to the completion of the work. Written proof of insurance from an insurance carrier may be furnished to the County establishing the above coverage. The insurance provider for Tax Valuation Inc is Zimmer Insurance Agency, Lincoln, NE. The Contractor agrees to comply with all federal, state and local laws, rules and regulations during the performance of this Contract.

10. **Indemnification:** The Contractor shall indemnify and hold harmless the County and its officers and employees from all claims, demands, payments, suits, actions, recoveries and judgments of every kind and description brought or recovered against it, by reason of any act or omission of the contractor, its agents or employees in the execution of the work.

11. **Compliance with other laws:** The Contractor is an equal opportunity employer and agree to comply with all state, federal and local laws and regulations related to performance of this contract.

12. **Quality and Progress Control:** If at any time during the contract period the quality and/or progress of the work shall not be satisfactory to the Contractor, the County reserves the unilateral right to terminate the contract upon written notice to the Contractor. In the event the Contract is terminated, the County reserves the right to take possession of all completed work, work in progress, material, data and statistical analysis. The County shall be liable only for the reasonable value of the services rendered by the Contractor and Subcontractor prior to the date of the notice and in no event shall the sum be greater than the ratio of completed work to the whole project. Values shall be set at market value and the Contractor will strive to achieve a median assessment/sales ratio of between 92% and 100%, a Coefficient of Dispersion of 15% or less for residential properties, and a Price Related Differential between .98 and 1.03 unless otherwise agreed upon between the Contractor and the Assessor.

13. **Interpretations and Specifications and Contract:** The Assessor will be the interpreter of the specifications and the Contract.

14. **Confidential Nature of Contract:** Disclosure of appraisal information to any individual, firm, or corporation, other than appropriate public officials, and their authorized agents, is expressly prohibited and, if done before approval of this project, will be considered a violation of this Contract.

15. **Independent Contractor Representation:** The implementation of this agreement does not constitute a hiring by either party. It is the intent of the parties that the Independent Contractor shall maintain an independent contractor status and shall not be considered an employee for any purpose, including, but not limited to, the application of the Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, provisions of the Federal Internal Revenue Code, State Revenue and Taxation Code relating to income tax withholding, Workers' Compensation Insurance and other benefit payments and third party liability claims.

II. Contract Specifications

16. **Scope of Services:** The services rendered by the Contractor and Subcontractor shall be to inspect and appraise at its actual (market) value, according to the Constitution and the Statutes of the State of Nebraska, the following:

- Review of year and annual statistics for all classes of property.
- Recommendations of corrective actions to rectify deficiencies in the statistics.
- Review and verify commercial sales.
- Complete all commercial pick-up work, including all open building permits.

17. **Performance of Services:** The services provided pursuant to this contract will be performed as follows:

The Contractor will be responsible for the overall supervision of the services. The Contractor will be directly responsible for sales analysis including: a) review of annual commercial statistics, b) commercial sales review, c) confirm validity of commercial sales with Assessor and d) the inspection and valuation of all pick-up work, including all open building permits.

18. **Public Relations:** During the progress of the work, the Contractor, their employees or agents will endeavor to promote understanding and amicable relations with the taxpayers and public. If used by the Contractor, newspaper articles and other publicity shall be presented for clearance to the Assessor before release. The Assessor shall cooperate in maintaining good public relations throughout the reappraisal project.

The employees or agents of the Assessor and the Contractor shall work together to maintain the full cooperation of all taxpayers by treating each inquiry with courtesy and

