

December 7th, 2021
Antelope County Board of Commissioners
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday December 7th, 2021 at 9:00 AM in the County Commissioner's Meeting Room, Antelope County Courthouse Annex, Neligh, Nebraska. Meeting was called to order by Chairman Henery with the following board members responding to roll call: Jacob, Smith, Krebs, Pedersen and Henery. Chairman Henery stated the open meeting laws are posted on the east wall of the Commissioner's Meeting Room with more copies available at the County Clerk's Office.

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

Pledge of Allegiance was recited.

Agenda: Motion by Commissioner Jacob, seconded by Commissioner Pedersen to approve agenda as presented. Voting aye: Jacob, Pedersen, Smith, Krebs, and Henery. Nays none. Motion carried.

2022 Yearly Newspaper Designation: Motion by Commissioner Pedersen, seconded by Commissioner Jacob to appoint all three (3) County newspapers as County Newspapers. Antelope County News, Elgin Review, and Summerland Advocate Messenger were appointed for the 2022 County Newspaper. Voting aye: Jacob, Pedersen, Smith, Krebs, and Henery. Nays none. Motion carried.

Minutes of the November 9th, 2021 Board of Commissioner Meeting: Motion by Commissioner Jacob, seconded by Commissioner Pedersen to approve minutes as presented. Voting aye: Jacob, Smith, Pedersen, Krebs and Henery. Nays none. Motion carried.

Correspondence was reviewed: Proposed Resolution regarding removal of center pivot on 848th Road; Miles of Smiles Update; JEO letter regarding one (1) year anniversary on EWP Repairs; copies of Invenergy Flood Easements; NIRMA Safety Shorts; copy of the commissioner district proposal from UNO; Copy of Highway 20 Interlocal Law Enforcement Agreement; copies of emails, prior wages, NACO wage comparison studies, wage proposals; Nebraska Department of Environment and Energy letters regarding: Thiele Dairy Concentrated Animal Feeding Operation Permit issued; Berggren Architect Invitation to luncheon at NACO Convention; Treasurer's Pledge Collateral Report; Statutes and email correspondence regarding temporary road closing for cattle grazing. Proposed redistricting resolution per recommendation of SOS Office;

Receipts: R&B \$595.53 – NNTC annual profit sharing; \$556.50 - Summerland Golf Course 0.21 miles armor coat; \$5,483.45 - NIRMA cost reimbursement; \$3,502.00 Brian Smith Farms; \$212.00 Village of Clearwater 0.08 mile of armor coat.
General: \$10,183.55 – NIRMA cost reimbursement; \$534.79 Elgin Livestock Market – selling of cow; \$25.00 NACO District Meeting refund.

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

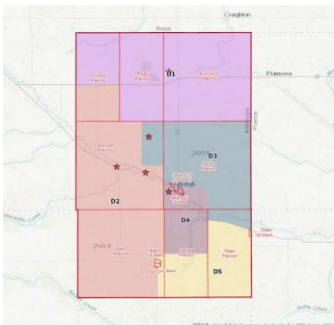
Clerk of the District Court Miscellaneous Fee Report for November was reviewed and put on file.

Treasurer's Fund Balance Report for November was reviewed and put on file.

Treasurer's Miscellaneous Revenue Report for November was reviewed and put on file.

Stealth Broadband: Klint Arnold met with the Commissioners regarding their plans for expanding fiber to northern Antelope County. He presented some cost estimates for these expansion projects. He presented for review and will check back with the County in February of 2022. More discussion. No action taken.

Redistricting: Josie Schafer, UNO Director, Center for Public Affairs, met with the Commissioners via Zoom. Josie and her team at UNO were contracted by Antelope County to redistrict the County Commissioner Districts following the 2020 census as required by statute. Discussion of the current Commissioner Districts, 2010 and 2020 population count. The purpose of redistricting is to substantially equalize population in the Commissioner Districts. When the districts were initially split there was some very unique district lines to include current Commissioners in districts. When District 5 Commissioner stated she would not be seeking reelection in 2022 for the 2023 term the precincts were compacted to be a little less jagged. Josie will try to insert the township section on the current map so it is more easily visualized. Neligh will continue to be split by Highway 275. Josie is working with Elgin and Neligh for redistricting purposes also. Clarification was needed to verify counts and precinct lines. Josie worked with her team and checked back to the meeting.



Further discussion and clarification with Josie. Motion by Commissioner Smith, seconded by Commissioner Krebs to approve and set precincts. Voting aye: Smith, Krebs, Jacob, Pedersen and Henery. Nays none. Motion carried.

Bid Opening 2012 Pavement Repair Bid Openings: Brian McDonald met with the Commissioners. 2 Bids received:
A&R Construction: Pavement Repair \$386,825.37, Brunswick \$696,770.29, Clearwater \$675,477.46, Total \$1,759,073.12 Start 9/2022.
Elkhorn Paving: Pavement Repair \$445,200.50, Brunswick \$775,748.70, Clearwater \$596,253.80 Total 1,817,203.00 Start 9/2022. Brian will take and review to verify numbers. Commissioners to award next meeting.
Advertise for Bids for Bridge Project 16015 south of Dittrich's – project 368 from 1- and 6-Year Plan – Motion by Commissioner Smith, seconded by Commissioner Jacob to authorize Clerk to advertise for bids for this project. Voting aye: Jacob, Pedersen, Smith, Krebs, and Henery. Nays none. Motion carried.

Add Project to 1- and 6-Year Plan: Resolution to add Project C-2(426) to replace culvert approximately 1,000 feet west of 524th Avenue on 838th Road to 1- and 6-Year Plan. Motion by Commissioner Smith, seconded by Commissioner Pedersen to add project to the 1- & 6-Year Road Program. Voting aye: Jacob, Pedersen, Smith, Krebs, and Henery. Nays none. Motion carried.

ANTELOPE COUNTY
RESOLUTION
2021-12-00002

WHEREAS, it is in the public interest to replace the culvert located approximately 1,000 feet west of 524th Avenue on 838th Road. The structure is located between Sections 8 and 17, Township 23, and Range 6 West of the 6th P.M., Antelope County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Antelope County, Nebraska, that said culvert replacement be placed on the current One- and Six-Year Road Program and be known as Project No. C-2(426).

Adopted this 7th day of December, 2021, at Neligh, Nebraska.

BOARD OF COUNTY COMMISSIONERS OF ANTELOPE COUNTY, NEBRASKA

_____/s/ Lisa Payne_____
Lisa Payne, Clerk
_____/s/ Charlie Henery_____
Charlie Henery, Chairman
Commissioner _____ Smith _____ Moved the adoption of said Resolution
Roll Call: ___5___ Yea ___0___ Nay Resolution adopted, signed, and billed as adopted.

Add Project to 1- and 6-Year Plan: Resolution to add Project C-2(427) to replace bridge number C00021710 located approximately 1,800 feet west of 531st Avenue on 835th Road to 1- and 6-Year Plan. Motion by Commissioner Smith, seconded by Commissioner Pedersen to add project to the 1- & 6-Year Road Program. Voting aye: Jacob, Pedersen, Smith, Krebs, and Henery. Nays none. Motion carried.

RESOLUTION
ANTELOPE COUNTY
2021-12-00003

WHEREAS, it is in the public interest to replace the bridge number C000217010 located approximately 1,800 feet west of 531st Avenue on 835th Road. The structure is located between Sections 21 and 28, Township 23 North, and Range 5 West of the 6th P.M., Antelope County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Antelope County, Nebraska, that said bridge replacement be placed on the current One- and Six-Year Road Program and be known as Project No. C-2(427).

Adopted this 7th day of December, 2021, at Neligh, Nebraska.

BOARD OF COUNTY COMMISSIONERS OF ANTELOPE COUNTY, NEBRASKA

_____/s/ Lisa Payne_____
Lisa Payne, Clerk
_____/s/ Charlie Henery_____
Charlie Henery, Chairman
Commissioner _____ Smith _____ Moved the adoption of said Resolution
Roll Call: ___5___ Yea ___0___ Nay Resolution adopted, signed, and billed as adopted.

Road Studies: Brian presented Road Studies for 848th Road responding to a Petition to close the east half mile of 848th Road between Sections 20 and 29, Township 25, Range 5, west of the 6th P.M., Antelope County, Nebraska; and a road study for 853rd Road between Sections 30 and 32 in Township 26, Range 5, west of the 6th P.M., Antelope County, Nebraska. These will be placed on the next agenda to set public hearing for the first meeting in January.

Resolution regarding irrigation well in County ROW: Brian presented verbiage to present a resolution for removal of irrigation well off of 848th Road. Resolution will be on the agenda next week.

Bridge Inspections: there are 65 bridges due for inspection in December and January. JEO will inspect for \$200.00 a bridge. Motion by Commissioner Pedersen, seconded by Commissioner Jacob to authorize bridge inspections. Voting aye: Jacob, Smith, Pedersen, Krebs and Henery. Nays none. Motion carried.

County Bridge Match Program: Brian and Aaron have been working with Knox County regarding the County Line Bridge and Brian believes the project has a greater chance of being considered if both Counties are on Board. If awarded expenses and rewards would be shared with Knox County. They will submit paperwork for Bridge Matching money to repair bridge. They submitted another structure two (2) miles north of Highway 20.

Kokesh completed 524th Culvert: there was a change order for \$800.00+.

Ashfall and Knox County Line Bridge – Brian is compiling information and structural plans and is hoping to let bids in February, at the same time Knox County Bridge is let hoping a contractor might bid on both bridges and we can capitalize on a two for special.

Kokesh Pay Application, Change Order, and Certificate of Substantial Completion, pay application for \$14,028.05, change order #1, and certificate of substantial completion for the Elgin Southeast Culvert Project. Motion by Commissioner Smith, seconded by Commissioner Pedersen to approve and authorize Chairman to sign documents as presented. Voting aye: Jacob, Smith, Pedersen, Krebs and Henery. Nays none. Motion carried.

Summit Carbon Solutions: Dayton Murty met with the Commissioners regarding a proposed CO2 pipeline that will take carbon emissions from area ethanol plants and transporting it through underground pipelines to North Dakota for permanent storage. He shared preliminary information. They are still in planning phase and are beginning to work with easements and permits. Construction is possible for the 2023 calendar year. No action today.

Temporary Road Closing: Kurt Rakow met with the Commissioners regarding the temporary closing of a road to allow his cattle to cross the road to graze in a field across the road. He states he has been doing this for years as they own property on one side of the road and rent the other side from the current owner. There is not much activity in the area. Discussion of the emails between Tim Baxter from NIRMA and position taken by County Attorney regarding legal ramifications. 11:10 AM Motion is made by Commissioner Smith, seconded by Commissioner Krebs to go into executive session for possible legal matters. Commissioner Smith invites County Attorney to attend the executive session, along with Road Superintendent, Aaron Boggs. Voting aye: Jacob, Smith, Pedersen, Krebs and Henery. Nays none. Motion carried. Met in executive session for approximately 30 minutes. 11:42 AM Motion by Commissioner Smith, seconded by Commissioner Pedersen to go out of executive session and back to regular session. Voting aye: Jacob, Smith, Pedersen, and Henery. Nays none. Krebs out of room. Motion carried. Chairman Henery states no action was taken during executive session.

Commissioner Krebs returns to meeting.

Temporary Road Closing Discussion continues with Mr. Rakow regarding allowing cattle to cross for grazing purposes. Mr. Rakow clarified he does not have gates across the road at this time. The Commissioners agreed to allow Mr. Rakow to place steel gates, not barbed wire, that are openable on both ends for public use. The County will place signage, which will be removable as soon as the cattle grazing is complete for the season. Road closed ahead signage will be placed.

Water after Tiling: Kurt Rakow reported the ditches are $\frac{3}{4}$ full of water, because there is no drainage out there. The owner has bought three (3) more quarters of land in the vicinity. Kurt is concerned the water will be even bigger during the spring rains and thaw. The Commissioners stated they do not think they can do anything until it happens. Mr. Rakow was instructed to call Aaron Boggs and/or the Commissioners when the water starts backing up.

Health & Human Services Ceiling: During 2019, Antelope County advertised and accepted bids to repair the ceiling in the Health and Human Services Office. The accepted bidder never completed the work. In November it was brought to the table to establish a current plan for repairs. Through email correspondence with the State Auditor, the Board can proceed with the informal bid via a motion. Motion by

Commissioner Smith, seconded by Commissioner Pedersen to proceed with Kinnan Construction updated bid of \$10,125.42. Voting aye: Jacob, Smith, Pedersen, Krebs and Henery. Nays none. Motion carried.

Catastrophic Leave Policy: The Commissioners agreed to drop this at this point as there is not enough information to make it beneficial to the employees.

Appointment of Highway Superintendent: Motion by Commissioner Pedersen, seconded by Commissioner Jacob to appoint Brian McDonald of JEO Consulting as the 2022 Antelope County Highway Superintendent. Voting aye: Jacob, Smith, Pedersen, Krebs and Henery. Nays none. Motion carried.

Do not recreate, revise, or copy this form. Revisions, recreations, and copies will not be accepted. Failure to complete and return the necessary documents per instructions will result in your county not receiving an Incentive Payment for Calendar Year 2021. Documents include the signed Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the County Highway Superintendent(s). These must be received at the NDOT by December 31, 2021.

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF COUNTY HIGHWAY SUPERINTENDENT
2021

Resolution No. 2021-12-000

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2501 through 39-2505 detail the requirements that must be met in order for a county to qualify for an annual Incentive Payment; and

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

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

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

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

Adopted this 7th day of December, 2021 at Neigh, Nebraska.

County Board Members:
[Signatures]

County Board Member Pederson
Moved the adoption of said resolution
Member [Signature] Seconded the Motion
Roll Call: 52 Yes 0 No 0 Absent
Resolution adopted, signed, and billed as adopted.

Attest [Signature]
Signature of Clerk

Year-End Certification of County Highway Superintendent
For Determining Incentive Payment
January 1, 2021 to December 31, 2021

(1)(a) Certification of the county of Antelope that Brian McDonald was the appointed County Highway Superintendent from January, 2021 to December, 2021.

(b) The above listed person is or is a Licensed County Highway Superintendent, License Number 5, Class 712.

(c) The above listed person is or is a Licensed Engineer in Nebraska, License Number E-1202.

(d) The superintending services of the above listed person were provided by: (Check one)
 Employment with this County
 Contract (consultant)
 Contract (interlocal agreement) between this County and the following listed County(ies) and/or Municipality(ies)
[Signatures]

(e) The above listed individual assisted in the following: Reference Neb. Rev. Stat. §39-2502
1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plan, programs, and budgets.

(2) If your county had a licensed superintendent for a portion of the calendar year, 1 or more successive licensed superintendents, and/or did not have an appointed highway superintendent for any portion(s) of the year, complete a separate Year-End Certification form for EACH appointed county highway superintendent AND for any period without an appointed county highway superintendent. For any period of time your county did not have an appointed highway superintendent, write "County Board" as the name of the "Superintendent." Copy this form as needed to account for these separate periods.

(3) The payment amount will be computed based on (a) your most recent Federal Census, rural population; (b) the number of full calendar months served by the appointed superintendent who is licensed or exempted from licensure under the Superintendent Act; (c) class of license, A or B; (d) whether your Superintendent is employed, or under contract (consultant or interlocal agreement with another county and/or incorporated municipality); and (e) the appointed County Highway Superintendent assisted with the required duties in (1)(e) above. Reference Neb. Rev. Stat. §§39-2302 and 39-2501 through 39-2505.

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

Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2021 to:
Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

Attach Documentation of the County Highway Superintendent(s) Appointment for 2021 here
For most counties, this information may be found in the January 2021 meeting minutes. Call 402-479-4430 if you have any questions about what to submit for documentation.

Zoning Administrator Report: Megan met with the Commissioners. No report today.

Invenergy Flood Water Agreements: per Commissioner's request, Brian McDonald and Joe Abler worked with Michael Courtney to establish correct verbiage. Motion by Commissioner Krebs, seconded by Commissioner Jacob to approve the Flood Easements, as updated and approved by Highway Superintendent, Brian McDonald and County Attorney, Joe Abler. Voting aye: Jacob, Smith, Pedersen, Krebs and Henery. Nays none. Motion carried.

FLOOD EASEMENT AGREEMENT

THIS FLOOD EASEMENT AGREEMENT (this "Agreement") is made, dated and effective as of 2021 (the "Effective Date"), between **FRIDMAN FURSELL, A SINGLE PERSON** (together with his successors, assigns and heirs, "Grantor"), and **ANTELOPE COUNTY**, whose principal business address is [Address] ("County"), and in connection herewith, Grantor and County agree, covenant and contract as set forth in this Agreement. Grantor and County are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

FLOOD EASEMENT AGREEMENT

THIS FLOOD EASEMENT AGREEMENT (this "Agreement") is made, dated and effective as of 2021 (the "Effective Date"), between **FREDERICK T. SCHULTE AND KATHLEEN J. SCHULTE, INDIVIDUALLY AND AS HUSBAND AND WIFE, AS JOINT TENANTS** (together with their successors, assigns and heirs, "Grantor"), and **ANTELOPE COUNTY**, whose principal business address is [Address] ("County"), and in connection herewith, Grantor and County agree, covenant and contract as set forth in this Agreement. Grantor and County are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

FLOOD EASEMENT AGREEMENT

THIS FLOOD EASEMENT AGREEMENT (this "Agreement") is made, dated and effective as of 2021 (the "Effective Date"), between **SHARON BERTRAM** (together with her successors, assigns and heirs, "Grantor"), and **ANTELOPE COUNTY**, whose principal business address is [Address] ("County"), and in connection herewith, Grantor and County agree, covenant and contract as set forth in this Agreement. Grantor and County are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

RECITALS

A. Grantor owns certain real property located in Antelope County, Nebraska, described as Exhibit A, attached hereto and by this reference made a part hereof (the "Premises").

B. Upstream Wind Energy LLC, a Delaware limited liability company has developed a wind energy project comprised of one or more wind power generation facilities in the vicinity of the Premises ("Wind Project").

C. The Wind Project improved the county road depicted on Exhibit B and incorporated hereto by this reference which improvements increased the flood water depths on the Premises and expanded the surface area of land that will be inundated by flood water. This additional flooded area is more particularly shown on Exhibit B and Grantor desires to grant an easement to County for such expanded flood area on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual obligations and covenants of the Parties hereto contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. **Grant of Flood Easement:** Grantor hereby grants, conveys, transfers and warrants to County and its successors and assigns a perpetual easement for flooding from the County Board (the "Easement") for, over,

COUNTY
ANTELOPE COUNTY

By: [Signature]
Name: County Seal
Title: County Seal

STATE OF NEBRASKA)
COUNTY OF ANTELOPE)

Witness my hand and official seal on this 7th day of December, 2021.

[Signature]
County Seal

NENEDD – Northeast Nebraska Economic Development District Interlocal Agreement: Due to recent mandates the interlocal agreement is required to be updated to include the verbiage with, 'including CBDG administration' at the end of the last paragraph on page one. Motion by Commissioner Krebs, seconded by Commissioner Pedersen to approve and authorize the Chairman to sign said interlocal

agreement. Voting aye: Jacob, Smith, Pedersen, Krebs and Henery. Nays none. Motion carried. 2021-12-00005

INTERLOCAL COOPERATION AGREEMENT BETWEEN ANTELOPE COUNTY AND THE NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT

This Interlocal Cooperation Agreement (the Agreement) between Antelope County, Nebraska, (County) and the Northeast Nebraska Economic Development District (NENEDD) has been entered into to permit the County, jointly and cooperatively, to make efficient use of its powers by enabling them to participate in the NENEDD.

THE PARTIES AGREE as follows:

- Parties.** The parties to this Agreement are as follows:
 - Northeast Nebraska Economic Development District (NENEDD), an economic development district formed pursuant to the Interlocal Cooperation Act in Nebraska planning and development region 5 under the provisions of Sections 13-1901 and 13-1902, Reissue Revised Statutes of Nebraska, 1943, as amended. The principal office of the NENEDD is located at 111 South 1st Street, Norfolk, Nebraska, 68701.
 - All government entities which are organized and existing under the laws of the State of Nebraska, and are eligible and wish to participate, and have adopted the attached resolution. These entities are members in good standing of NENEDD.
- Purpose.** This Agreement has been entered into by the parties for the purpose of providing a means by which the member governmental entities, herein referred to as Participants, may jointly and cooperatively use, exercise and implement, through the auspices of the NENEDD, any of their powers, privileges or authority on a basis of mutual advantage to efficiently provide services and facilities in a manner and pursuant to forms of governmental organization that will best accord with geographic, economic, population and other factors influencing the needs and development of local communities and creating and implementing community and economic development programs and cooperatively exercising all of the powers, privileges and authority as authorized by the Interlocal Cooperation Act as set forth in Sections 13-801 to 13-827, Reissue Revised Statutes of Nebraska, 1943, as amended (the "Interlocal Act").

The NENEDD and the Participants may have and exercise all powers, privileges or authority and make use of all benefits jointly and cooperatively to which each of the parties separately is entitled under State and federal law; provided, however, that nothing herein shall prevent any of the parties hereto from separately applying for any such benefits to which they may be entitled.

- Organization.** The Participants agree to conduct their activities hereunder in the manner provided for herein, in the Interlocal Act, in the Bylaws of the NENEDD attached hereto as Attachment 1 (the Bylaws), the provisions of which are incorporated herein by reference.

The Participants hereby delegate to the NENEDD and authorize the NENEDD to exercise and employ such of the Participants' powers, privileges or authority as the Participants may jointly and cooperatively use, exercise and implement for and on its own behalf on a basis of mutual advantage in order to facilitate, create and implement community and economic development programs for the benefit of the Participants, including CDBG administration.

RESOLUTION AUTHORIZING PARTICIPATION IN THE NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT

RESOLUTION NO. 2021-12

A resolution of the Antelope County, Nebraska providing for full participation by the Antelope County Nebraska, in the Northeast Nebraska Economic Development District through the execution of an intergovernmental agreement.

It is hereby resolved as follows by the County Commissioners of Antelope County:

SECTION 1. That the Antelope County is hereby authorized to join and cooperate with other counties, incorporated villages, and cities that are eligible and may wish to participate in the creation of the Northeast Nebraska Economic Development District through the execution of an intergovernmental agreement. Said agreement is attached hereto and made a part hereof.

SECTION 2. That all Resolutions and parts of Resolutions in conflict herewith are hereby repealed.

SECTION 3. This resolution shall take effect and be in full force and effect from and after its passage, approval and publication as provided by Law.

Passed and adopted this 7th day of December, 2021

Charlie Henery
Board Chairman

ATTEST:
Lisa Payne
Clerk

Promotional Fund Grant: Old Fashioned Christmas, Clearwater Chamber of Commerce requested funding for promotion of the Clearwater Old-Fashioned Christmas. The celebration was held on December 4th, 2021 in Clearwater. This is a community event sponsored by Chamber of Commerce to promote fellowship and community. The Antelope County Visitors Committee recommended approval of \$350.00. Motion by Commissioner Pedersen, seconded by Commissioner Jacob to approve payment to the Clearwater Chamber of Commerce Old-Fashioned Christmas. Voting aye: Jacob, Smith, Pedersen, Krebs and Henery. Nays none. Motion carried.

RC&D Board is currently seeking up to three (3) members at large in Antelope County. The Commissioners were asked to look for volunteers to serve on the Board. No further action.

Petty Cash Checking Account for Civil Processing Fees for Antelope County Law Enforcement Center: during recent year audits it was discussed with the Law Enforcement Personnel and the State Auditor's Office that establishing a petty cash checking account to rotate Civil Processes through could help eliminate some of the confusion and balancing issues with current checking account. Through numerous discussions it was motioned to establish the account with a balance of \$2,000.00. Motion by Commissioner Krebs, seconded by Commissioner Pedersen to approve said resolution to put the establishment of said account in place. Voting aye: Jacob, Smith, Pedersen, Krebs and Henery. Nays none. Motion carried.

RESOLUTION NO. 2021-12-00006
CIVIL PROCESS FEES – LAW ENFORCEMENT CENTER
ANTELOPE COUNTY, NEBRASKA

WHEREAS, the Antelope County Board of Commissioners has determined, on the recommendation of the Nebraska State Auditor's Office that the creation of petty cash funds is an efficient method to pay expenses for civil process fees. Law Enforcement is directed by the Nebraska State Court Administrator, to process civil fees regarding paper services to all duly established residents and/to establish business within Antelope County;

WHEREAS, Antelope County Sheriff, based on recommendation of the Nebraska State Auditor's Office, wishes to establish a Civil Service Checking Account to facilitate the funds and reconciliation of same;

WHEREAS, a motion was made and approved by Antelope County Board of Commissioners to establish the petty cash amount at \$2,000.00.

WHEREAS, said petty cash is to be funded by petty cash funds through a claim filed by the Antelope County Law Enforcement Center and approved by the Antelope County Board of Commissioners.

WHEREAS, Antelope County Law Enforcement Center shall use the petty cash funds for the limited purpose of making change for payments made by attorneys and lawyers for the purpose of serving, paying and balancing paper processing fees served by the Law Enforcement Center employees. It will be the responsibility of the Law Enforcement Staff to balance said account on a not more than monthly basis – to ensure the continuity of the funds.

WHEREAS, on this date, December 7th, 2021 it is approved to finance the Civil Process Petty Cash Fund for Antelope County Law Enforcement Center.

THEREFORE, BE IT RESOLVED BY THE ANTELOPE COUNTY BOARD OF COMMISSIONERS that Antelope County Law Enforcement Center is awarded \$2,000.00 petty cash to open a bank account to balance civil process fees and payments for the limited purpose of refunding overpayments of cash by users paying fees or costs.

Dated this 7th Day of December, 2021.

_____/s/ Charlie Henery _____ /s/ Lisa Payne _____
Charlie Henery Antelope County Clerk
Chairman of County Board

Motion By: ____ Krebs _____; Seconded by ____ Pedersen _____
Ayes: ____ 5 _____ Nays: ____ 0 _____ Passed/Failed ____ Passed _____

Highway 20 Law Enforcement Agreement: Antelope County is asked to join the Highway 20 Law Enforcement Interlocal Agreement for calendar year 2022. This agreement is to provide personnel backup and such other assistance as any of the parties may require in time of emergency or other time of need. Motion by Commissioner Jacob, seconded by Commissioner Pedersen to approve and authorize Chairman to sign agreement. Voting aye: Jacob, Smith, Pedersen, Krebs and Henery. Nays none. Motion carried.

HIGHWAY 20 LAW ENFORCEMENT INTERLOCAL AGREEMENT
2021-12-00007

THIS AGREEMENT is made and entered into by and between the Cities of Gordon, O'Neill, Valentine, and the Counties of Antelope, Brown, Cherry, Holt, Keya Paha, Rock, and Sheridan, 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 O'Neill is located within the County of Holt, and the City of Gordon is located within the County of Sheridan, 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:

- Definitions: As used herein the following terms shall have the following meaning:
 - "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.

“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 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:

Chief of Police, City of O’Neill, 401 E Fremont St., O’Neill, NE 68763
Chief of Police, City of Gordon, 311 ½ North Oak, Gordon, NE 69343
Chief of Police, City of Valentine, 365 North Main St., Suite #10, Valentine, NE 69201
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 Rock County, Box 679, Bassett, NE 68714
County Sheriff Holt County, 204 North 4th Street, O’Neill, NE 68763,
County Sheriff Antelope County, 1102 L Street Neligh, NE 68756
County Sheriff Keya Paha PO Box 100, Springview, NE 68778,
County Sheriff Sheridan County, 303 ½ East 2nd, Rushville, NE 69360

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.

HIGHWAY 20 INTERLOCAL LAW ENFORCEMENT AGREEMENT

In witness whereof, this agreement is executed pursuant to authorizing action of the County of Antelope, Nebraska.

County of Antelope: Charlie Henery, County Commissioner

Attest: Lisa Payne, Clerk

Dated December 7, 2021

Flexible Spending Account: IRS through one of the taxpayers COVID bills passed in Congress allows for more flexibility of claims, rollover of funds, extending time for claims. First Concord Benefits will work with the employees regarding same. Motion by Commissioner Smith, seconded by Commissioner Krebs to approve resolution and authorize Chairman to sign. Voting aye: Smith, Jacob, Krebs, Pedersen and Henery. Nays none. Motion carried.

RESOLUTION NO. 2021-12-00008
ANTELOPE COUNTY FLEXIBLE SPENDING ACCOUNT – PLAN AMENDMENT
ANTELOPE COUNTY, NEBRASKA

WHEREAS, the Antelope County Board of Commissioners provides for Flexible Spending Accounts as a benefit to county employees;

WHEREAS, The Internal Revenue Service has provided greater flexibility, due to the pandemic, to employee benefit plans offering health flexible spending arrangements (FSAs) or dependent care assistance programs and under the COVID-related Taxpayer Certainty and Disaster Tax Relief Act of 2020, these plans now have additional discretion in 2021 and 2022 to adjust their programs to help employees better meet the unanticipated consequences of the public health emergency;

WHEREAS, Antelope County Board of Commissioners has determined, to implement all available benefits to the county employees may experience changes in the availability of certain medical care and dependent care as a result of COVID-19;

WHEREAS, IRS Notice 2021-15 in reference to the COVID-related Taxpayer Certainty and Disaster Tax Relief Act of 2020; provides for the following plan temporary plan provisions:

- Provides flexibility for the carryover of unused amounts from the 2020 and 2021 plan years;
- Provides flexibility to extend the permissible period for incurring claims for plan years ending in 2020 and 2021;
- Provides flexibility to adopt a special rule regarding post-termination reimbursements from health FSAs;
- Provides flexibility for a special claims period and carryover rule for dependent care assistance programs when a dependent "ages out" during the COVID-19 public health emergency; and
- Allows certain mid-year election changes for health FSAs and dependent care assistance programs for plan years ending in 2021.

WHEREAS, a motion was made and approved by Antelope County Board of Commissioners to amend the Antelope County Flexible Spending Plan. WHEREAS, on this date, December 7th, 2021 it is approved to amend the Antelope County Flexible Spending Plan to incorporate the temporary provisions per Taxpayer Certainty and Disaster Tax Relief Act of 2020.

THEREFORE, BE IT RESOLVED BY THE ANTELOPE COUNTY BOARD OF COMMISSIONERS that Antelope County Flexible Spending Plan be amended to incorporate the temporary provisions of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 – IRS Notice 2021-15.

Dated this 7th Day of December, 2021.

_____/s/ Charlie Henery
Charlie Henery
Chairman of County Board

_____/s/ Lisa Payne
Antelope County Clerk

Motion By: _____ Smith _____; Seconded by _____ Krebs _____
Ayes: _____ 5 _____ Nays: _____ 0 _____ Passed/Failed _____ Passed _____

Opioid Crisis: Opioid litigation settlement was presented by NACO in October. Since that time the Commissioners and County Attorney Joe Abler have reviewed the paperwork and have agreed to accept the funds and share the funds with Behavioral Health Region. Motion by Commissioner Pedersen, seconded by Commissioner Krebs to authorize same. Voting aye: Smith, Jacob, Krebs, Pedersen, and Henery. Nays none. Motion carried.

Official Wages for 2023-2024-2025 and 2026: It is by Statute the Commissioners need to set wages by January 15th of the year in which County Official are elected. The wages have been on the agenda during the months of October, November and December. Discussion today involved the numbers presented by the clerk, and recommendations by NACO in their wage study sent in early fall. The benefits were also discussed. Commissioner Krebs recommended the Commissioner hold a workshop to discuss the wages and benefits before wages are set during the January 11th, 2022 meeting. At the Clerk's recommendation a date and time was set for the workshop – December 21, 2021 at 8:00 AM.

Road Superintendent Report:

- **Access Permit:** Jared Bearinger permit for a field entrance access off of 859th Road in the S½ Section 25, Township 27, Range 8, West of the 6th P.M. Road Superintendent voiced no issues. Motion by Commissioner Jacob, seconded by Commissioner Krebs to approve access permit on 859th Road per Road Superintendent recommendations. Voting aye: Jacob, Smith, Pedersen, Krebs and Henery. Nays none. Motion carried.
- **Oversize Permit:** Midwest Infrastructure submitted two (2) Oversize Permits to move Cranes to two (2) tower sites. Road Superintendent voiced no issues and stated the moves had been completed. Motion by Commissioner Smith, seconded by Commissioner Jacob to approve oversize permits. Voting aye: Smith, Krebs, Jacob, Pedersen and Henery. Nays none. Motion carried.
- **Underground Permit:** Daniel Borer submitted a permit for to place an electrical line under 522nd Avenue in order to facilitate roto phase on a pivot. This is located in the SE¼ of Section 13, Township 24, Range 7 West of the 6th P.M. Antelope County, Nebraska. Road Superintendent voices no opposition. All County and State Specs will be maintained. Motion by Commissioner Jacob, seconded by Commissioner Smith to approve on Road Superintendents recommendation. Voting aye: Jacob, Smith, Pedersen, Krebs and Henery. Nays none. Motion carried.
- **Underground Permits:** Larry Borer submitted two (2) underground permits for a natural gas line to run irrigation motors under 522nd Avenue and 844th Road. Both are located in the NE¼ of Section 13, Township 24, Range 7, West of the 6th P.M, Antelope County Nebraska. Road Superintendent recommends approval. All County and State specs will be maintained. Motion by Commissioner Smith, seconded by Commissioner Jacob to approve per Road Superintendent recommendation. Voting aye: Jacob, Smith, Pedersen, Krebs and Henery. Nays none. Motion carried.
- **Underground Permit:** William Wakefiled, submitted an underground permit to place 2” conduit line under 521st Avenue for natural gas line to severak pivots. Motion by Commissioner Jacob, seconded by Commissioner Pedersen to approve under road permit per Road Superintendent recommendation. Voting aye: Jacob, Smith, Pedersen, Krebs and Henery. Nays none. Motion carried.
- **Access Permit:** Steve Randolph presented a permit to place a permanent road access along 513th Avenue in the NE¼ of Section 22, Township 28, Range 8 West of the 6th P.M., Antelope County, Nebraska. Road Superintendent voiced no opposition. Motion by Commissioner Jacob, seconded by Commissioner Pedersen to approve access permit on Road Superintendent recommendation. Voting aye: Smith, Krebs, Jacob, Pedersen and Henery. Nays none. Motion carried.
- **Oversize Loads:** Borsheim Crane Service submitted oversize permits for moving cranes for fixing wind turbines. Road Superintendent has worked with the vendor to line up the current correct routes. Motion by Commissioner Smith, seconded by Commissioner Pedersen to approve oversize permits as submitted on Road Superintendents recommendation. Voting aye: Jacob, Smith, Pedersen, Krebs and Henery. Nays none. Motion passed.
- **Smith Access permit-tabled.**
- **Olson Access permits (2)-tabled.**
- **Crane and Sign Truck:** hold for now.
- **Motor Grader:** Aaron stated he has researched and the State Bid on Motor Graders are approximately \$30-40,000.00 less than what the County actually purchased in 2019. Discussion whether Antelope County wanted to purchase at a state bid price. Aaron is working with NACO regarding purchasing with state bid. He will check further. No action taken.
- **Sign Permit:** State of Nebraska sent a letter regarding sign permit update for the ‘Neligh’ sign on Highway 14 – Highway 20 intersection. No opposition was voiced by Aaron or the Commissioners. Motion by Commissioner Pedersen, seconded by Commissioner Krebs to approve if needed. Voting aye: Jacob, Smith, Pedersen, Krebs and Henery. Nays none. Motion carried. No action needed.

No other issues to discuss.

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

Meeting adjourned at 1:10PM.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

By: _____
Chairperson of the Board, Charlie Henery

Attest: _____
County Clerk, Lisa Payne