

February 10, 2015
Antelope County Board
Neligh, Nebraska

The Antelope County Board of Supervisors convened in regular session on Tuesday, February 10, 2015 at 8:02 AM in the County Supervisor's room, Antelope County Courthouse annex, Neligh, Nebraska. Meeting was called to order by Chairman Schwager, with the following board members responding to roll call: Kerkman, Schindler, Henery, Schwager, and Bolling. Williby appeared at 8:07 AM, Brandt Absent. Chairman Schwager states that the open meeting laws are posted on the east wall of the Supervisors' room with more copies available at the County Clerk's Office.

Notice of the meeting was given in advance thereof by publication in the four county newspapers, legal newspapers printed and in general circulation in Antelope County, Nebraska as shown by proof of publication filed in the County Clerk's office. Agenda for said meeting was sent to all members of the County Board of Supervisors.

We, the Committee on Claims, report that we have examined and approved for payment the following claims:

GENERAL FUND: Joe Abler-county attorney/annual license report/annual continuing legal education report-148.00; Antelope County Court-county court costs-184.50; Antelope County District Court-district court costs-210.00; Antelope Memorial Hospital-sheriff/inmate care-124.00; Apperaa-towel service-88.30; Applied Connective Tech-county attorney/computer/software-1459.61; AS Central Finance-sheriff/network service charges-448.00; AS Central Finance-county clerk/treasurer/district court clerk/intergovernmental data services-79.60; Biglin's Mortuary-autopsy-690.00; Bishop Equipment-weed control/spray head recondition-216.55; Bob Barker Company-sheriff/inmate personal supplies/sweat pants-367.20; Bomgaars-sheriff/ice melt/building & grounds/locks/safety orange flag/flapper-23.57; Diana Borer-assessor testing/mileage/meal/parking-199.26; Boyd's Electric-sheriff/repair vent motor/parts/labor-317.90; Eleanor Brady-prior services-25.00; Harlan Brandt-mileage-124.78; Dean Brown-prior service-25.00; Butch's Body Shop-/sheriff/towing charge-240.00; Carney Law-attorney fees-3216.66; Charlayne Carpenter-zoning/mileage/NPZA meeting-165.60; Casey's General-assessor/fuel/unleaded-35.88; Cash-Wa Distributing-sheriff/inmate food-637.68; Neligh City-electricity/water/sewer/garbage-4066.20; Neligh City-recycling-250.00; Neligh City/building & grounds-dumpster stickers/sheriff/tower lease-13.00; Norfolk City-civil defense/region 11-17,888.00; Clearwater Record-publishing costs-330.50; Judith Cole-district court clerk/dues/registration-75.00; Cornhusker State Industries-sheriff/plaque-39.00; Veteran Service Office Association-registration/national accreditation school-275.00; Cubby's-building & grounds/sheriff/unleaded/super unleaded-436.58; Dell Marketing-county judge/toner cartridge-239.98; Dollar General-sheriff/cleaning supplies/air freshener/building & grounds/paper towels/tissue/Lysol/vinegar-98.05; Driver's License Guide-sheriff/id checking book-29.95; Eakes Office-office supplies/assessor/flash drive/door hangers w/card/tape-222.12; James Egley-mental health hearing attendance-75.00; Elgin Appliance-sheriff/oven repair/labor/mileage-111.99; Elgin One Stop-sheriff/fuel/e-10-409.85; Elgin Review-publishing costs-375.03; Elite Office Prod-assessor/monthly maintenance agreement-62.14; Elkhorn River Farms-sheriff/inmate food/potatoes-36.00; Ann Flood-mental health board hearing attendance-50.00; Frontier Communications-telephone service-2693.22; Tessa Hain-extension agent/conference meals-36.89; Charles Henery-mileage-96.03; Hilltop Drug-weed control/printer ink/sheriff/inmate over the counter medications/assessor/flash drive-138.80; Nadene Hughes-prior service 14.00; Image Technologies-treasurer/check blanks-145.34; Jonny Dodge-sheriff/towing-250.00; Frank Kamphaus-prior service-16.00; LeRoy Kerkman-mileage-23.00; Jeffrey Doerr Law-district court/attorney fees-5530.99; Madison County Court-attorney/copies-2.50; Microfilm Imaging-district court clerk/county judge/monthly rent/scanning equipment-87.00; Mid State Organized Crime-sheriff/2015 membership fees-100.00; MIPS-district court clerk-jury pool listing/labels/labor-858.61; Morland, Easland & Lohrberg-district court/attorney fees-408.18; Nebraska

Association County Clerks-county clerk/membership dues-50.00; Nebraska Health & Human Services-financial responsibility institutional costs-186.00; Neligh Auto-sheriff/wiper blade-18.06; Neligh News-publishing costs-896.17; Nextiva-sheriff/E911 surcharge-1.00; Northeast Research & Extension-extension/external hard drive-74.99; Bruce Ofe-weed control/registration fee/workshop-10.00; Valorie Olson-mental health board hearing attendance-50.00; Orchard News-publishing costs-180.40; Orval's Auto-sheriff/Durango grease & oil change/parts/labor-53.00; Donna Payne-prior service-25.00; Pengad-county judge/office supplies/paper-66.25; Antelope County District Court-petty cash/bill of exceptions mailing-90.95; Pinnacle Bank-ACH annual billing-200.00; Pitney Bowes-postage machine rental/postage-5137.00; Quill Corporation-assessor/office supplies/monthly planner/disinfectant-48.93; Reliable Office-sheriff/folders/receipt book/binders/end tabs/binders-221.68; Sanne Repair-sheriff/vehicle oil changes/parts/labor/mirror/light bar repair/wiring/seat repair/console repair/ammo-4752.49; Marlene Schindler-county clerk/mail boxes-29.99; Jerald Schwage-mileage-27.60; Nebraska Secretary of State-county attorney/copies-20.00; Shell Fleet Plus-sheriff/fuel/unleaded-576.72; Caroline Siems-prior service-25.00; Source Gas-heating fuel-1614.18; State Auditor of Nebraska-audit costs-22,272.95; Michael Sullivan-mental health board attendance-50.00; Darin Ternus-sheriff/postage-10.12; Tilden Citizen-publishing costs-25.00; US Cellular-sheriff/cell phone service-370.31; Verizon Wireless-weed control/cell phone service-45.17; Bonita Welke-prior service-22.00; Western Office-district court clerk-copier contract fees-55.69; Rod Wilke-extension/farm bill meeting supplies-27.46; Neil Williby-mileage-98.33; Willie's Service-sheriff/vehicle oil change/parts/labor-41.37; Schroeder Land-surveying fees-1500.00

ROAD & BRIDGE: (Brunswick Area) Beaver Bearing-speed sleeve/shipping-50.38; Bomgaars-flash light/squeegee/fuel supplement/starting fluid/tarp strap/bolts/grease/mitten liners/hammer/brush/cut off wheels/tissue-440.67; Frontier Communications-telephone service-77.32; Green Line Equipment-motor oil/filter element/oil filter/bulk hose/fitting-258.68; Key Sanitation-trash disposal-18.00; Kimball-shop supplies/markers/fittings/lubricant-81.09; Lichtenberg Tire-equipment tire repair/parts/labor/service call-140.10; Kumm Gas Company-bulk fuel/unleaded/gasohol-7820.62; Midwest Service & Sales Company-bulk chain/spinner disks/shipping-4981.11; Neligh Auto-fuel additive/fuel filter/cotter pins/gas cap/towels-320.69; North Central Public Power-electricity-237.42; Antelope County Clerk-petty cash-district 1/sierra pickup title-10.00; 2 M Auto Repair-1996 dodge 1500/oil change/parts/labor-50.62; Village of Brunswick-water/sewer/trash-39.50 (Orchard Area) Dusty's-equipment fuel/unleaded with ethanol-80.51; Farmer's Pride-bulk fuel/diesel-4072.94; Frontier Communications-telephone service-63.58; Green Line Equipment Inc-wiper blades-128.20; Jonny Dodge Chrysler-starter/core charge/shipping-524.75; Kimball-Midwest-cables/cable ties-142.85; Lazy T Tire-motor oil/filters/delivery surcharge/hydraulic hose/hose ends/crimp fee-1201.06; Midwest Service-pup sander-2090.27; North Central Public Power-electricity-454.24; Powerplan-wheel rings/wheel/o-ring/tire valve/shipping-2294.12; Source Gas-heating fuel-477.15; T-J's Corner Hardware-extension cord/battery charger-89.47 (Clearwater Area) Bomgaars-fuel supplement/washer solution-58.31; Elkhorn Rural Public Power-electricity-158.48; Farmer's Pride-bulk fuel/diesel/additive/fillrite pump/parts/labor-2778.55; Green Line Equipment-ball bearings/oil/hydraulic/transmission/hydraulic filter-317.35; Jonny Dodge-indicator-20.39; Kayton International-bobcat rental-1500.00; Lichtenberg Tire-tires/o-rings/spin balance/labor/service call-3982.64; Neligh Auto-brush/tool kit-56.17; NMC Exchange-equipment repair/fuel transfer pump/remove & install/parts/labor/freight/filter/halogen lamp/air filter/v-belt set/panel-1554.39; Northeast Nebraska Telephone-telephone service-59.92; Powerplan-equipment repair/service truck/replace transmission & differential filters/mileage-418.05; Shell Fleet Plus-fuel/diesel/plus-442.54; Source Gas-heating fuel-419.84; Village of Clearwater-water/sewer/garbage-53.50 (Neligh Area) Bomgaars-light bulbs/milk house heater/spring water/-41.96; Cubby's-fuel/super-128.71; Farmer's Pride-bulk fuel/diesel/propane-2433.91; Frontier Communications-telephone service-61.62; Kayton International-equipment parts/seat suspension/bobcat rental-1895.55; Lichtenberg Tire Service-tire repair/service call/o-ring-127.00; Neligh Auto-terminal/cable/starter lug/shrink tube-126.69; NMC Exchange-motor grader link assembly/locknut-765.30; Road Builders-repair motor grader charging system/parts/labor/shop supplies/mileage-384.78 (Tilden Area) Black Hills Energy-heating fuel-300.20; Bomgaars-air filter-39.80; Carhart Lumber-hex bolts-12.90; City of Tilden-water/sewer/trash-81.60; Constellation Energy Gas-heating fuel-1047.15; Darren's Service-fuel/unleaded/101.30; Frontier Communication-telephone service-61.46; Matteo Sand-road gravel-1384.30; Mr S's-fuel/ethanol-134.64; Nebraska Public Power-electricity-214.59; Netcom-radio repair-393.00; Sapp Bros Petroleum-bulk fuel/diesel-1958.67

(Oakdale Area) Bomgaars-lithium grease/utility clevis-29.69; Farmer's Pride-bulk fuel/diesel/bulk oil/motor/hydraulic-4810.99; Great Plains Communications-telephone service-91.81; Green Line Equipment-injector repairs/freight-758.52; Lichtenberg Tire-tire repair/boot/discounted tire/service call-182.50; Matteo Sand-small rock/road gravel-5055.20; Mr S's-fuel/ethanol-133.99; Nebraska Public Power-electricity-94.97; Neligh Auto-drill bit-44.49; NMC Exchange-bolts-166.67; Source Gas-heating fuel-543.37; David Totten-barricade trailer frame-125.00

(Elgin Area) Bomgaars-de-icer/wd-40-68.56; Elgin One Stop-squeegies-54.22; Elkhorn Rural Public Power-electricity-120.15; Great Plains Communications-telephone service-57.62; Hometown Station-fuel/super unleaded-47.71; Jonny Dodge Chrysler-fan assembly-66.69; NMC Exchange-repair transmission oil leak/parts/labor/-805.18; Road Builders-repair blower motor/parts/labor/freight-430.46; Rueter's-loader seat-1378.77; Sapp Bros-bulk fuel/diesel/filter/hose/diesel fuel additive-2066.56; Ken Schindler-cd physical-75.00; Source Gas-heating fuel-244.65; The Station-fuel/unleaded-45.86

(At Large) Appera-towel service-156.99; ATCO Int-sno-go-251.50; B's Enterprises-swivel hooks/blade nuts/bolts-762.00; Bauer Built-equipment inspection/alignment/labor/shop supplies-78.00; Bomgaars-pins/hinges/fasteners/mouse bait/mouse traps-61.12; Butch's Body Shop-2008 GMC payment-12,200.00; Bygland Dirt Contracting Inc-crushed concrete-1801.92; Central Valley Ag-quick links-11.56; Cornhusker International-'99 international F-4900 repair/clutch adjustment/stop light/radiator/parts/labor/shop supplies/freight-3745.19; Cubby's-fuel/super-45.54; Elkhorn Rural Public Power-electricity-98.73; Fastenal-hex nuts/cap screws/cap screws-116.89; Green Line Equipment-JD 770 repair/flush hydraulic system/parts/labor-3249.01; Island Supply-oxygen/acetylene/cylinder rental-239.03; JEO Consulting-2013 bridge inspection/general engineering/Oakdale south bridge 839 ave/-11,007.00; Jonny Dodge Chrysler-equipment repair/walking beam/tube/bushing kits/fittings/clamp/stain flex/equalizers/torsion arms/parts/labor/shop supplies/freight-4324.64; Knife River Midwest-cold mix asphalt-1455.30; Kumm Gas-bulk fuel/diesel-56.03; Martin Marietta Materials-rock-444.85; Molt Mfg-snow plow parts/side plates/shoes-469.20; Mr S's-fuel/ethanol-904.80; Neligh Auto-grease cap/relay-23.47; OK Auto-brake cleaner-30.00; OK Tire-tire repair-34.00; Road Builders-repair alternator/parts/labor-1325.14; Royal One Stop-fuel/unleaded/super-187.38; Shell Fleet-bulk fuel/diesel/unleaded-201.36; Spud Trucking-aluminum welding repair/-100.00

REAPPRAISAL FUND: County Assessors Assn-assessor/20K dues-50.00; Kelly Mueller-assessor/exam application-75.00; Thomson Reuters-assessor/new employee training-2750.00

REGISTER OF DEEDS FUND: MIPS-deeds on line costs-118.72

INHERITANCE FUND: Jonny Dodge-sheriff/2014 Dodge RAM 1500 pickup-30,890.00

BUILDING FUND: Applied Connective Technologies-new law enforcement center/computer/workstation-4425.50; Berggren Architects-courthouse masonry repairs-3071.87; Cash-Wa Distributing-new law enforcement center/kitchen supplies-9320.00; Cornhusker Stat Industries-new law enforcement center/cabinets/mattresses/pillows/chairs-18,802.20; Elite Office-new law enforcement center/copier-4687.00; Matteo Sand-new law enforcement center/road gravel-553.30; Platte Valley Communications-new law enforcement center/75% computer project-60,585.50; Reliable Office-new law enforcement center/display board-271.47; Bob Barker Company-blankets/sheets/inmate uniforms-1789.84

GENERAL FUND PAYROLL Total Wages-73,259.01; Social Security/Medicare-14,838.10; State Withholding-2643.19; Federal Withholding-8012.27; Ameritas Life Insurance Corporation-retirement-11,265.94; Ameritas Life Insurance Corporation-dental insurance-1469.07; Ameritas Life Insurance Corporation-vision insurance-484.16; American Family Life Assurance Corporation-insurance-98.54; Blue Cross/Blue Shield of Nebraska-employees' health insurance 49,771.00; Colonial Life & Accident Insurance-insurance-58.25; Coopportunity-employees' health insurance-3862.75; 1st Concord Benefits-cafeteria plan payroll deductions-323.33; Credit Bureau Services-garnishment-387.86; Nebraska Child Support Pmt Center-garnishment-594.00; Madison National Life-insurance-264.99; Mid-American Benefits-employee health insurance buyback administration fee-232.50; Washington National-insurance-399.30

ROAD & BRIDGE PAYROLL Total Wages-45,533.12; Social Security/Medicare-9321.58; State Withholding-1825.58; Federal Withholding-5157.91; Ameritas Life Insurance Corporation-retirement-7021.05; Ameritas Life Insurance Corporation-vision insurance-190.64; Ameritas Life Insurance Corporation-dental insurance-870.22; American Family Life Assurance Corporation-insurance-337.49; Blue Cross/Blue Shield of Nebraska-28,220.38; Colonial Life & Accident Insurance-insurance-64.80; 1st Concord Benenefits-cafeteria plan payroll deductions-208.33; Credit Bureau Services-garnishment-359.38; Nebraska Child Support Pmt Center-garnishment-435.00; Madison National Life-

insurance-162.96; Mid-American Benefits-employee health insurance buyback administration fee-135.00;
Washington National-insurance-24.90

Schindler /s/ 2-10-2015

Ed

Schwager /s/ 2-10-2015

Jerald

Williby /s/ 2-10-2015

Neil

Motion by Henery, seconded by Williby, to approve claims for payment. Voting aye: Bolling, Kerkman, Schindler, Williby, Henery, Schwager. Nays none. Brandt absent. Motion passed.

Correspondence reviewed: Berggren Architects Letter regarding Architectural Services and Masonry Repairs, Farmers Pride Gasoline and Diesel Fuel Contract (Orchard and Clearwater), Kumm Gas Company Fuel Contract (Brunswick), Construction Equipment Rentals E-mail to Jerry from Joe Meyer at United Rentals, Figgins Construction Co, Inc. letter regarding asphalt and cold mix. Email regarding Spring Workshop on March 20, 2015 in Norfolk, State of Nebraska Audit Requirements for Federal Grants 2013, Frontier Notice of Proposed Rate Change, Nebraska Auditor of Public stating they will do Antelope County audit for 2015, Catastrophic Inmate Medical Reimbursement Letter (on 03/03/2015 agenda for action), Freeholders Bond-Crawford Township-Randy Christiansen, Sheriff's Office Fee Report-January, Treasurer's Semi Annual Report, County Board Workshop moved to June instead of March (June 10-12 in Kearney), City of Neligh Tower Agreement-on 3/3/2015 agenda for action, AIA Document G702-1992.

County Clerk affirmed pledge collateral for Pinnacle Bank's Imprest Account at \$750,000.00. No action.

Treasurer's Miscellaneous Fund and Fund Balance Report were reviewed.

Clerk of the District Court January Fee Schedule was reviewed.

Back up Cameras for various road equipment. No discussion/action taken. More information needed.

Advertise for Semi-Tractor with the trailer bids. Discussion held. It was decided to advertised for the trailer at this time and to wait on any tractor bidding until later.

Mr. Jeff Mason and Mr. Mark McFarland from Great Plains Communication met with the board regarding fiber optic cable lines. The fiber optic lines are in place and will need to be routed. Great Plains is offering internet service at 20 meg upload and download. (currently, we are at 3.5 upload and 1 download) for \$80.00 a month for five (5) years. Discussion held on the user email addresses and routing. The \$80.00 is in line with the quote given to the New Correctional Facility. Motion by Henery, seconded by Schindler to accept and sign the agreement of Great Plains, (pending agreement of County Attorney). Motion amended to

ensure we are not under contractual internet agreement with Frontier. Those voting aye: Bolling, Kerkman, Schindler, Williby, Henery, and Schwager. Nays none. Brandt absent. Motion passed.

Telecommunications Services Agreement

This agreement is entered into by and between Netlink, Inc., a wholly-owned subsidiary of Great Plains Communications, Inc. ("Great Plains"), and Antelope County Clerk, Neligh, NE ("Customer") February 10, 2015

WHEREAS, Great Plains provides Internet services, and Customer desires to subscribe to certain of Great Plains' services.

NOW THEREFORE, in consideration of the terms and conditions contained herein, Netlink and Customer hereby mutually agree as follows:

Great Plains agrees to provide Customer services as set forth in Exhibit 1, and Customer agrees to pay Great Plains for such services at the rates set forth in Exhibit 1, which is attached hereto and incorporated herein by reference.

This Agreement shall be effective February 10, 2015, and shall remain in effect for five (5) years.

A statement of the amount due to Great Plains will be provided to Customer. The amount due Great Plains will be payable on the Payment Date shown on the statement. Any payment received after the Payment Date will be subject to a late payment charge, which shall be one and one-half (1.5) percent of the amount due or Ten Dollars (\$10.00), whichever is greater. If payment is not received within thirty (30) days of the Payment Date, the Customer shall be considered in default, and Great Plains may terminate this Agreement immediately.

Great Plains is responsible and liable for the administration and remittance of taxes due to any governmental agency for Internet services provided by Great Plains under this Agreement. Great Plains shall compute, bill and collect all applicable taxes. Great Plains, on behalf of Customer, shall remit taxes with the appropriate taxing authority.

Customer shall be liable for and shall pay to Great Plains an early termination fee if the contract is terminated for any reason other than breach thereof by Great Plains. The early termination fee shall be \$80.00 per month for the remainder of the term of the contract.

Customer agrees that the rates quoted to it by Great Plains and that all rates on any and all Exhibits attached to this agreement are confidential and shall not be disclosed to anyone or any entity by Customer.

Customer agrees that contracted services will be for the sole use of Customer, and will not be resold, shared, traded, or in any way provided to any other business or individual customer.

Great Plains shall not be held liable for any delay or failure in performance of any part of this Agreement from any Force Majeure condition, including acts of God, acts of civil or military authority, government regulation, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of

transportation common carriers, or other causes beyond its control whether or not similar to the foregoing conditions.

Customer agrees that in no event shall Great Plains be liable to the other for any indirect, special or one-sided consequential damages of any kind whatsoever.

This agreement may not be assigned by the customer without prior written consent of Great Plains.

No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the party against whom such waiver or consent is claimed. No course of dealing or failure of any party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

This Agreement embodies the entire Agreement and understanding between the parties hereto pertaining to the subject matter hereof. No provision of this agreement may be altered, amended, canceled, changed, discharged, modified, terminated or waived except by written Agreement executed by the party against which enforcement of such alteration, amendment, cancellation, change, discharge, modification, termination or waiver is sought.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nebraska. This agreement shall be binding upon the successors, assigns, heirs and personal representatives of all parties hereto.

Billing will commence upon testing and acceptance by customer, not to exceed five (5) business days after completion of the circuit.

Antelope County Clerk

Great Plains Communications

By _____

By _____

Lisa Payne

Jeff Mason

County Clerk

Network Accounts Manager

(Date)

(Date)

INTERNET SERVICES AGREEMENT
Exhibit 1

I. Rates and Charges.

A. Internet access will be billed at a rate of \$80.00 per month for 20 Megabit Download by 20 Megabit Upload speeds.

B. No fiber construction is included.

C. Installation charges are waived.

D. Email charges and email hosting are an additional charge (nominal). If email is needed, ten (10) e-mail addresses are provided at no additional charge. Beginning with the eleventh (11) addresses, each additional address will be billed at \$0.50 each per month.

E. Customer to receive one (1) static IP address charge at \$10.00/month. Additional IP addresses are charged at \$10.00/month.

II. Internet Service provided to Customer by Great Plains pursuant to the Internet Services Agreement are described below:

- A. Internet speeds up to 20 Megabit Download and 20 Megabit Upload speeds will be provided.
- B. E-mail addresses may not be used for fraudulent or illegal activities, or engage in transmission of bulk unsolicited e-mail (Spamming).
- III. Internet modems provided to Customer by Great Plains pursuant to the Internet Modem Agreement are described below:
 - A. All equipment placed on site by Great Plains will remain the property of Great Plains.
 - B. Antelope County Clerk Courthouse must provide access to and appropriate space for Great Plains for required equipment, to be mounted on a rack.
 - C. Service delivered on Great Plains fiber.
- IV. Physical Location.
 - A. Physical location 501 Main, Neligh, NE, 68756.

Invenergy Road Agreement: Agreement was presented. Discussion held. Motion by Kerkman, seconded by Bolling to accept the agreement, with the stipulation that ALL product brought to Antelope County, will stay in Antelope County. Voting aye: Kerkman, Schindler, Williby, Henery, Bolling, Schwager. Nays none. Brandt absent. Motion passed.

COUNTY ROADS AGREEMENT

THIS COUNTY ROADS AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 2015, by and between Antelope County, Nebraska (hereinafter referred to as the "County"), whose address is 501 Main Street, Neligh, Nebraska 68756, and Prairie Breeze Wind Energy II LLC, whose address is c/o Invenergy LLC, 1 S. Wacker Dr., Suite 1900, Chicago, IL 60606 (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the County is the governmental entity and political concern directed and authorized pursuant to Neb. Rev. Statutes to construct, administer, operate and maintain roadways and highways in Antelope County, Nebraska, more specifically, the roads within the area of Antelope County, Nebraska to be utilized by Developer for the construction of a wind farm facility near Elgin, Nebraska (hereinafter referred to as "Wind Farm Facility");

WHEREAS, the term "Developer" shall extend to and include all employees, affiliated companies, authorized agents, visitors, contractors, successors, assigns, or any person under the direction or control of Prairie Breeze Wind Energy II LLC;

WHEREAS, Developer has developed plans and intentions to construct and operate a Wind Farm Facility in Antelope County, Nebraska utilizing county roadways and highways;

WHEREAS, the County has previously consented to the location, development and construction of the Wind Farm Facility within Antelope County pursuant to County zoning regulations through its approval and granting of a condition use permit to Developer for said purpose;

WHEREAS, the County and Developer wish to set forth their understanding and agreement as to the county roadway and highway use issues relating to the construction and operation of the Wind Farm Facility by the Developer in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties, intending to be legally bound, agree as follows:

1. Developer and County agree the County roadways/highways utilized by the Developer during the construction of the Wind Farm Facility shall only be those as identified on the map attached as Exhibit A (hereinafter referred to as "impacted roads").
2. Developer and County agree to the definition of "Road Maintenance" as used herein, to mean the grading, reshaping, graveling, surfacing, resurfacing, repair, and/or modification to the roadway/highway surfaces, sub-surfaces, grades, ditches, bridges, culverts or any other drainage fixture(s) on impacted roads. Graveling will use material from a pit location approved by the Antelope

County Highway Superintendent, so long as the gravel is available in large enough quantities and at commercially reasonable, competitive rates. If an approved pit location cannot be found meeting this criteria, Developer shall make a good faith effort to locate gravel meeting the Antelope County Highway Superintendents provided specifications. In no event shall the gravel used on the County Roads not meet sieve requirements as outlined by the Nebraska Department of Roads.

3. Developer shall present to the County its plans for all material Road Maintenance it intends to perform upon roads impacted by the construction of the Wind Farm Facility prior to commencement of construction activities, which County shall have the County Highway Superintendent review, and inspect if necessary prior to approval, within thirty (30) days of receipt, such approval is not to be unreasonably withheld, conditioned or delayed.

4. Developer shall at its expense repair or restore, or cause to be repaired or restored, any damage(s) to roads caused by the construction of the Wind Farm Facility, returning each to their original condition as is reasonable, upon completion of construction of the Wind Farm Facility. These repairs are to include damage specifically caused by construction activities associated with the Wind Farm Facility whether such damage is caused by Developer, its successors or assigns and/or its employees, agents, contractors, subcontractors, material suppliers and/or their respective transport providers. "Damages" shall mean degradation of the road(s) surface, subsurface, culverts, bridges, drainage tiles, drainage facilities and adjacent ditches.

5. Developer and County shall agree as to the condition of impacted roads prior to construction of the Wind Farm Facility. Video recordings and photographs of the current conditions of all impacted roads as designated in Exhibit A, will be undertaken by the Developer, at their expense and provided to the County for their review and retention prior to the start of any construction activities by the Developer. The County shall have the right, if so desired, (i) to observe these recordings/photographs as they are being taken and (ii) to require Developer to undertake certain types of recordings and photographs or additional inspections if County reasonably believes the recordings/photographs are inadequate representations of the impacted roads current conditions.

6. In the event any of the impacted roads degrade (by way of example and not limitation, "degrade" means to show signs of bleeding, rolling, breaking or pumping) while construction of the Wind Farm Facility is ongoing due to construction activities and/or the volume of construction traffic related to the Wind Farm Facility, Developer, at its expense and upon the request of the County, shall implement all necessary means to ensure safe passage of the motoring public within reasonable time; unless immediate hazards exist, in which case Developer shall take immediate commercially reasonable action to make the roadway safe for the motoring public.

7. Developer shall at its expense, upon the request of the County, obtain and post traffic control devices and/or warning signs at various locations as an aid for both construction and public traffic management. All such signage or postings shall comply with Nebraska Department of Roads ("NDOR") rules and regulations.

8. In the event that Developer moves a traffic control device or signage to accommodate its construction traffic, such device or signage shall be promptly replaced by the Developer at its expense.

9. At all times during construction of the Wind Farm Facility, road maintenance work, road improvement work, or repair work as described in paragraphs four (4) and six (6) above, Developer shall ensure that construction areas and routes are free and clear of debris, garbage, obstructions or hazards and excess mud and dirt. Upon request by the County, Developer shall clear any debris, garbage, obstructions or hazards or excess mud or dirt, from a County road, culvert or ditch prior to dusk on the day such request is made.

10. If, during the course of construction of the Wind Farm Facility, the County notifies Developer of significant potholes or other conditions/hazards specifically caused by the construction traffic or construction activities which make travel on the County road hazardous, Developer shall at its expense remediate the hazard, or place adequate warning signs pending the remediation of the hazard prior to dusk on the day it receives notice of the hazardous condition from the County (or promptly if such warning is received after dusk).

11. Developer agrees that any improvement(s) or upgrade(s) to impacted roads and the costs associated therewith are the sole responsibility of the Developer. Developer shall also agree to present

to the County Road Superintendent all County road improvement plans prior to construction for his/her review, inspection and approval, which approval shall not be unreasonably withheld, conditioned or delayed and shall be made within thirty (30) days of County Road Superintendent's receipt of such plans. Developer shall reimburse County for the reasonable costs of such County Road Superintendent review to the extent the County Road Superintendent's review is beyond normal review activities upon receipt of an itemized invoice, such invoice not to exceed \$5,000.00.

12. Developer shall agree that any permanent modification or permanent improvement to impacted roads shall comply with any and all state and local regulations and guidelines, and where applicable, any Federal regulations and guidelines, including signage requirements.

13. Developer shall agree and ensure that any road and intersection closures shall be marked and signed in accordance with NDOR rules and regulations and any applicable requirements.

14. The County reserves the right to request any road improvements remain in place after the completion of construction activities. The County shall be fully responsible and liable for the continued road maintenance of any road improvements it requests to remain in place following the completion of construction of the Wind Farm Facility.

15. Developer shall furnish to the County evidence of liability insurance in the amount of at least Three Million Dollars (\$3,000,000.00) (United States Currency) per occurrence covering the construction, road improvement and/or repair activities of the Developer contemplated by this Agreement. The insurance policy shall provide for a thirty (30) day "prior notice of termination" provision in favor of the County. Should Developer allow such liability insurance to terminate prior to completion of the construction, road improvement and/or repair activities contemplated by this Agreement, the County shall have recourse against the Developer for the reimbursement of funds sufficient to cause the liability insurance to be reinstated until the completion of such construction, road improvements and/or repairs. The County shall be named as additional insured on the policy.

16. Developer shall be responsible for any and all state permits required to haul on public right of ways; provided however, County hereby grants Developer the right to haul on County roads, as described as impacted roads herein and outlined in attached Exhibit A, including loads that exceed posted County weight limits.

17. Developer shall ensure that its contractors, subcontractors, material suppliers and their respective transport providers transporting oversized (overwidth and overweight) loads, use the County roads during daylight hours only and shall display slow moving vehicle emblems and provide escort vehicles and related signage and lighting as required by federal, state and local highway rules and regulations.

18. Developer shall agree to meet with relevant school district officials to ensure that County roads used by school bus routes are not closed during times students are transported to and from school, or that acceptable alternative routes exist and otherwise to further ensure that reasonably suitable arrangements are put into place for the safe and timely transportation of the local children to and from school.

19. Developer agrees to hold the County, County Supervisors and County Road Superintendent, harmless, indemnify, defend, pay costs of defense (including attorney's fees), and pay any and all claims or judgments which may hereafter accrue against the County and or the County Board, and/or their agents, servants and employees, arising out of any of the use as permitted hereunder of the County roads by Developer, its successors and/or assigns or its employees, agents, contractors, subcontractors and material suppliers and their respective transport providers in connection with the construction of the Wind Farm Facility, or as a result of Developers negligent performance or intentional failure to comply with the terms and obligations set forth in this Agreement.

20. Application of the terms and obligations of this Agreement are limited to the construction of the Wind Farm Facility as detailed in the Conditional Use Permit previously approved and granted to the Developer by the County. In the event the Developer desires the use of County roads for future maintenance work on the Wind Farm Facility, then the Developer shall be responsible for any road damage caused by any such maintenance work. In addition, for future maintenance work after the construction of the Wind Farm Facility is complete, the acquisition of individual permits may be required as needed for overweight or over length loads, which permits will be issued by the County in a timely manner upon the payment of the current permit fee. In the event Developer desires to use the

County roads for the development of another Wind Farm Facility or expansion of the completed Wind Farm Facility, another roads agreement with the County shall be required.

21. Due Authorization. Developer hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Developer, and that Developer has the power and authority to enter into this Agreement. The County hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County and that the County has the power and authority to enter into this Agreement.

22. Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of the Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

23. Entire Agreement. This Agreement contains the entire understanding of the parties as to the matters set forth herein, and the Agreement supersedes any prior agreements or understanding by and between the parties.

24. Notices. All notices shall be in writing. Any notice shall be deemed to be sufficiently given: (i) on the date, if delivered in person; (ii) five days after being sent by United States registered or certified mail, postage prepaid, return receipt requested; or (iii) on the next business day if sent by overnight delivery service (i.e. Federal Express) to the notified party at its address set forth above. These addresses shall remain in effect unless another address is substituted by written notice. Notice may be sent via facsimile transmission to a facsimile number; provided, however, that notice sent via facsimile transmission shall be followed by notice delivered by personal service or by registered or certified mail, return receipt requested or by overnight delivery service.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually signed counterpart to this Agreement.

26. Force Majeure. If performance of the Agreement or any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure", the affected party, upon giving notice to the other party, shall be excused from such performance to the extent and for the duration of such prevention, restriction or interference. The effected party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, or other casualty, condemnation, accident, prohibitive or severe weather condition, blizzard or hazardous winter weather conditions, frost ban or similar road restrictions, closing of asphalt production facilities within a commercially reasonable distance of the Wind Farm Facility; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of a party hereto.

27. This Agreement, its terms, obligations and the rights of the parties herein shall be binding upon the successors, executors, administrators and assigns of both the Developer and the County.

28. In the event that any mortgage is entered into by Developer, then the mortgagee shall, for so long as its mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this section. Developer shall send written notice to the County of the name and address of any such mortgagee. A mortgagee of Developer shall have the right: (i) to assign its security interest; (ii) to enforce its lien and acquire Developer's rights set forth herein; (iii) to exercise all of Developer's rights hereunder, and to perform all obligations to be performed by Developer hereunder, or to cause a receiver to be appointed to do so (by way of assuming Developer's rights or substitution without such assumption); and (iv) following exercise of its rights under applicable mortgage, to assign or transfer Developer's rights to a third party. If Developer defaults hereunder, the County shall give notice of Developer's failure to perform to each mortgagee, of which it has notice, concurrently with delivery of such notice to Developer. In the event the County give such notice of failure to perform, the mortgagee shall have the same period after receipt of the notice of failure to perform to remedy the failure to perform, or cause the same to be remedied, as is given to Developer, plus, in each instance, such time reasonably required to complete such cure, including the time required

for the mortgagee to perfect its right to cure failure to perform by obtaining possession (including possession by a receiver) or by instituting foreclosure proceedings, provided the mortgagee acts with reasonable and continuous diligence.

29. Each of the parties hereto, their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party, or their successors or assigns, which default is not cured for a period of seven (7) days (or such longer period of time (i) as is reasonably necessary to cure the same, (ii) as otherwise provided in this Agreement or (iii) as provided by law) after written notice to the defaulting party of such default, the party seeking to enforce said provisions shall then have the right of specific performance, injunctive relief or any other remedy available at law or in equity.

30. This Agreement may be assigned, in whole or in part, or collaterally, without the written consent of the other party.

31. Financial Assurance. Not less than fifteen (15) days after execution of this Agreement, Developer shall provide the County with a bond issued by a sound financial institution in a form reasonably acceptable to the County in the amount of \$1,000,000. The parties acknowledge that the exact terms of the bond may be subject to terms required by the financial institution issuing such bond. The bond shall provide security to the County for Developer's obligations to the County hereunder. Upon the later of (i) one year after completion of construction of the Wind Farm Facility, or (ii) Developer fulfilling all of its repair obligations set forth hereunder, Developer shall have no further obligation to maintain the bond which shall be cancelled and returned to Developer. In order for the County to draw upon the bond, the County shall be obligated to first submit an invoice to Developer (and Developer's mortgagee, if any) setting forth in detail the time, materials and charges incurred in the repairs necessitating such draw request. Developer may request additional information from the County to the extent such request is reasonable. Once all requested information has been provided to Developer, Developer shall have twenty (20) days thereafter to either dispute such draw request by providing written notice to the County or pay the County the funds requested under the draw. Developer's approval of a draw request within such twenty (20) day period or Developer's failure to provide a dispute notice within such twenty (20) day period shall be deemed a waiver by Developer of its right to contest such draw request. If Developer contests such draw request, Developer's written notice shall contain a detailed explanation of which expenses are disputed and why they are disputed and which expenses are approved. County shall be entitled to draw any non-disputed portion of a draw request. County may not draw any funds from the bond for any expenses that are being disputed until written agreement between the parties or if the parties cannot resolve the dispute within thirty (30) days, the parties shall agree upon a third party Nebraska Licensed Professional Engineer to evaluate the dispute, whose decision shall be binding on the Parties. The cost of said engineer shall come out of the escrow account referenced in this section.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

COUNTY:	DEVELOPER:
Antelope County, Nebraska	Prairie Breeze Wind Energy II LLC
_____ By: Jerald Schwager Chairman, Antelope County Board of Supervisors	_____ Mick Baird, Vice President Date
ATTEST: _____ By: Lisa Payne	

Antelope County Clerk	
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Invenergy Agreement Amendment:

#1. All road material and product brought to and or stored in Antelope County stays in Antelope County.

Approved: February 10th, 2015

Jerald Schwager, Chairman
Antelope County Supervisors Board

Liquor license for rural Antelope County Sales were approved. Grove Lake Bait Shop, Summerland Golf Course, Mr. S's, and Plainview Country Club. Motion by Williby, seconded by Williby to approve license. Voting aye: Kerkman, Williby, Schindler, Henery, Bolling, and Schwager. Nays none. Motion passed.

Discussion on Airport Runway Millings. Charlie asked if we would be interested in purchasing the millings. Questions, raised whether Antelope County owns the millings already since it is an Antelope County Airport. Charlie will check on this. No action.

10:15AM Board of Equalization

Discussion held on bridge inspections on bridges annexed by the City or Villages. For example the Old Mill Bridge south of Neligh. If the City owns the bridge, do we maintain inspections, etc. Henery will talk to City Council. No further action.

10:30 AM Proposals and Presentations from Dave Potter from JEO Consulting and Keith Marvin from Marvin Consulting regarding costs and revising plans for writing new Planning and Zoning regulations. Planning and Zoning Board Members: Char Carpenter, Mark Smith, Kurt Rakow, Phyllis Perdew, Ron Rice, Bob Krutz, Matt Klabenes, and Dave Miller were in attendance. After much discussion, it was determined that the need probably wasn't there for a total rewrite. Updating and creating guidelines and regulations for Pipelines, Wind Towers, Communication Towers, and Airports, would be more accurate to our needs. The agreement was to have Char Carpenter, the Zoning Administrator call both proposals for a quote on updating recommendations and regulations for the Pipelines, Wind Towers, Communication Towers, and Airport.

Motion by Kerkman, seconded by Schindler to adjourn. Voting aye: Bolling, Kerkman, Schindler, Henery, and Schwager. Nays none. Brandt and Williby absent. Motion passed.

Meeting adjourned at 12:03 PM.
OF SUPERVISORS

ANTELOPE COUNTY BOARD

By: _____
Board, Jerald Schwager

Chairman of the

Attest: _____
Payne

County Clerk, Lisa

February 10, 2015
Antelope County Board of Equalization
Neligh, Nebraska

The Antelope County Board of Supervisor's convened as a County Board of Equalization on Tuesday, February 10, 2015 at 10:15 AM in the County Supervisor's room, Antelope County Courthouse annex, Neligh, Nebraska. Meeting called to order by Chairman Schwager with the following board members responding to roll call: Kerkman, Schindler, Williby, Henery and Schwager. Brandt absent. Antelope County Treasure, Sandy Knapp and Assessor office employee, Diana Borer was also present. Chairman Schwager stated that the open meeting laws are posted on the east wall of the Supervisor's room with more copies available at the County Clerk's office.

Notice of the meeting was given in advance thereof by publication in the four county newspapers, legal newspapers printed and in general circulation in Antelope County, Nebraska as shown by proof of publication filed in the County Clerk's office. Agenda for said meeting was sent to all members of the County Board of Supervisors.

Approved Motor Vehicle Exemptions for Pope John XXIII Central Catholic High School: 1995 Ford Bus, 2002 Ford Van, 2003 Chevy Mini Bus, 1992 International Bus, 1992 Ford Bus. Approved for School Sisters of St Francis: 2012 Toyota Corolla. Approved Antelope County Agriculture and Fair Association: 1996 4 Wheel Utility Trailer. Approved Neligh Young Mens Club: 1966 Pontiac Funeral Coach and 2005 Interstate Enclosed Trailer. Approved Antelope Memorial Hospital: 1997 Ford Cutaway Van, 2005 Ford Freestyle Van, 1999 Ford Windstar Van, 1996 Ford Ambulance, 1998 Dodge 1500 Pickup. Motion by Henery, seconded by Kerkman. Voting aye: Kerkman, Schindler, Williby, Henery, Bolling and Schwager. Nays none. Brandt absent.

Antelope County Treasurer, Sandy Knapp presented the following 6 tax list corrections for approval. Parcel 000251400 Steven and Kathy Belik-building was assessed to wrong parcel, classification of building needed to be corrected, original taxes \$105.80 corrected \$1513.76 Tax Year 2013. Parcel 000251400 Steven & Kathy Belik building was assessed to wrong parcel, original taxes \$85.08 corrected \$1217.22 Tax Year 2014. Parcel 000251401 John and Lucille Ferguson taxed for building that was not theirs, original taxes \$4635.94 corrected taxes \$3200.64 Tax Year 2013. Parcel 000251401 John and Lucille Ferguson taxed for building that was not theirs, original taxes \$3727.84 corrected taxes \$2573.70 Tax Year 2014. Parcel 000990508 Meridian Leasing Company-2014 Personal Property Incorrect, Previous taxes due \$39.76, corrected taxes \$46.78. Parcel 000990745 Fifth Third Equipment Finance Co - Personal Property should have taken 2 items off, original taxes \$937.14 corrected taxes \$661.68. Motion by Williby, seconded by Schindler to approve Tax list corrections. Those voting aye: Kerkman, Schindler, Williby, Henery, Bolling, and Schwager. Nays none. Brandt absent.

Motion by Kerkman, seconded by Williby to adjourn as a County Board of Equalization. Those voting aye: Kerkman, Schindler, Williby, Henery, Bolling and Schwager. Nays none. Brandt absent. Motion carried.

Meeting adjourned at 10:18AM.

ANTELOPE COUNTY BOARD OF EQUALIZATION

By:

Equalization

Chairman County Board of

Attest:

Antelope County Clerk