

August 11, 2015
Antelope County Board
Neligh, Nebraska

The Antelope County Board of Supervisors convened in regular session on Tuesday, August 11, 2015 at 8:00 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, Koinzan, Henery, Schwager. Chairman Schwager stated 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. Supervisor Williby appeared at 8:01 AM and Supervisor Bolling appeared at 8:05 AM.

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.

Chairman Schwager signed correspondence for public hearing.

Claims were reviewed. Motion was made by Schindler, seconded by Kerkman to pay claims as submitted. Voting aye: Kerkman, Schindler, Williby, Henery, Bolling, Koinzan, and Schwager. Nays none. Motion carried.

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

General: Internal Revenue Service, federal excise tax return 108.00; AMH Family Practice, sheriff/inmate/employee medical expense 918.00; Antelope County District Court, district court costs 70.00 Antelope County Court, county courts costs 200.00; Antelope Memorial Hospital, sheriff/inmate medical expense 723.00; Appera, towel service 81.60; Applied Connective Technologies, sheriff/mileage/travel/labor/printer/imaging drum 338.87; AS Central Finance, sheriff/network service charges 448.00; Fran Baum, county court/mileage/witness fee 52.30; Big Timber Tree Service, building & grounds/grind out tree stump/clean up majority of wood chips/mileage 125.00; Merlin Bolling, mileage 43.70; Bomgaars, sheriff/sprayer/ball mount/air compressor/hand cleaner/hardware/trimmer line/weed control/fluorescent bulbs/washer/tie down straps/furnace filter/pipe plug/oil filter/building & grounds/spot light bulbs/sprinklers/ fluorescent bulbs/seal-all 488.98; Eleanor Brady, prior service 25.00; Deborah Branstiter, treasurer/binders 3.73; Dean Brown, prior service 25.00; Carney Law. attorney fees 3,216.66; Bailey Carpenter, extension agent/work shop supplies/crustaceans 33.69; Elgin City, recycling fee 250.00; Neligh City, electricity/water/garbage/sewer/recycling 3,389.85; Clearwater Record, publishing costs 162.00; Creative Product Sourcing, sheriff/county fair/DARE products 17.50; Dollar General, extension agent/workshop supplies/miracle grow/spray bottle/tumblers/bird food/corn starch/t-shirts 133.10; Dugan Business Forms, treasurer/receipts/freight 191.97; Eakes Office Plus, treasurer/rubber stamps/calendar refills/envelopes/file folders/extension agent/calendar refill/appointment book/attorney/staples 117.30; Egley, Fullner, Montag & Hockabout, district court/court appointed attorney fees 2,240.40; Elgin Review, publishing costs 339.94; Elite Office Products, clerk/monthly maintenance agreement/copier/printer 113.74; Fitzgerald, Vetter & Temple, district court/court appointed attorney fees 1,390.11; Frontier Communications, telephone/internet 2,009.59; Great Plains Communication, building & grounds/internet/sheriff/internet 180.00; Charles Henery, mileage 67.28; Holt County Court, attorney/certified copies 8.50; Nadene Hughes, prior service 14.00; Indoff, zoning/envelopes/freight 32.65; J & A Tree Service, building & grounds/tree removal 125.00; Jonny Dodge, sheriff/lube/oil/filter/shop supplies/engine service/labor/towing 206.95; Frank Kamphaus, prior service 16.00; Leroy Kerkman, mileage 29.90; Knox County Emergency Mgt, zoning/ hazard mitigation plan share 193.20; Jeffrey Doerr Law, county court/court appointed attorney fees 200.74; Lichtenberg Tire, sheriff/tire repair 28.88; Madison County Court, county attorney/certified copies 4.75; Madison County Sheriff, paper service/mileage 28.29; Madison County Treasurer, district court clerk/county's share of district fudges expense 73.53; Madison County, antelope county's share district 7 probation expense reimbursement 15,732.72; Manatron Inc, treasurer/assessor/computer program & support 13,173.50; Leo Market, weed control/computer repair 71.39; Tammy Marshall, sheriff/translator fees 40.00; Marvin Planning Consultants, zoning/zoning & subdivision regulations 500.00; Joseph McNally, sheriff/reimbursement/fuel 40.00; Microfilm Imaging Systems, clerk of district court/county judge/scanning equipment monthly rent 87.00; MIPS, clerk of district court/microfilming costs/clerk/data processing costs 2,249.65; Morland, Easland & Lohrberg, district court/court appointed attorney fees 943.86; Moyers, sheriff/uniform polo shirt 42.00; National Sheriff's Association, sheriff/75th anniversary book/shipping 55.00; National 4-H Council, extension agent/4-H armbands 37.95; Nebraska Health & Human Services, financial responsibility institutional costs 180.00; Neligh News, publishing costs 315.70; Neligh Post Office, district court clerk/post office box rental 144.00; Neligh-Oakdale Schools, county fair expense/ribbons/teachers 85.90; Bruce Ofe, weed control/petty cash 95.33; OK Auto Parts, weed control/battery for 1991pickup 114.43; Orchard News, publishing costs 117.12; Donna Payne, prior service 25.00; Antelope County Sheriff-petty Cash 29.76; Pinnacle Bank-Visa, sheriff/cleaning supplies/bottle brush/brush caddy/dry erase/scourers/Clorox product 46.84; Plainview News, publishing costs 34.50; Pope John-Art Department, county fair expense/ribbons/teachers 60.10; Quill Corporation, treasurer/office supplies/paper punch/stapler/fingertip moistener/adding machine paper rolls 206.47; Ed Schindler, mileage 100.63; Peggy Schrader, county court/witness fee/mileage 20.00; Schroeder Surveying, surveyor fees/project #2015-06-01/survey/project AFE-C0003/hwy 275-Oakdale West/hwy 20-Orchard-Royal 2,000.00; Nebraska Secretary of State, clerk/registration fee/election workshop 50.00; Caroline Siems, prior service 25.00; Source Gas, heating fuel 327.42; Special T's and More, sheriff/dispatcher sweatshirt/shipping 39.30; Chuck Thiemann, weed control/mowing 60.00; Thriftway Market, extension agent/work shop supplies/dispensers/ketchup/mustard 8.59; Tilden Citizen, publishing costs 47.83; Uline Shipping Supply Specialists, sheriff/enclosable bags/plates/shipping 84.72; Unified School District, county fair expense/ribbons/teachers 63.80; Neligh Postmaster, county judge/postage stamps 49.00; US Cellular, sheriff/cell phone service 370.44; Verizon, weed control/cell phone service 45.42; Clearwater Village, recycling fee 250.00; Wayne County Treasurer, district court/antelope county share district judge expenses 3,139.80; Bonita Welke, prior service 22.00; Western Office Plus, district court clerk/copier contract quarterly billing 87.54; Neil Williby, mileage 144.90; Willie's Service, sheriff/service 2012 Dodge RAM/parts/labor 56.22; Woods & Aitken, professional services 184.00 Barton Koinzan, reimbursement/picnic table 149.99

Road & Bridge (at Large) Appera, towel service 157.39; ATCO International, white line marker/take off degreaser 328.25; B's Enterprises, grader blades/culvert elbows/corrugated bands/spirol culvert 5,872.00; Bolling Excavating, machine hire/excavator 5,332.00; Bomgaars, rivets/invisible glass/bait 51.45; Cornhusker International, oil rail plug 29.78; Elgin Auto Parts, filters/air/fue; 94.41; Elkhorn Rural Public, electricity 409.70; Farmer's Pride, bulk diesel 5,146.12; Grand Island Trailer, welding/parts/labor/shop supplies 553.96; Hinrichsen Sand, sand/fill/bank run 11,612.14; Hometown Station, fuel/diesel 653.06; Island Supply, oxygen/acetylene 170.50; Jebro, asphaltic oil 165,854.81; JEO Consulting, 2015 general engineering fees 1,155.00; Jonny Dodge, change fuel filters/clutch brake replacement/oil change/brake adjustment/light repair/wheel bearings repair/parts/labor/shop supplies 4,579.33; Klabenes Construction, machine hire/road ditch sure-up 3,100.00; Kumm Gas, fuel/diesel 1,765.67; Lazy T Tire, tire/freight/labor/trip 314.63; Lichtenberg Tire, tire repair/mount/dismount/ball & seat wheel/shop supplies/ 142.00; Maddock Construction, wirtgen bits/kennamental bases/holders/freight 5,302.81; Matteo Sand, armor coat 340.92; Midwest Service, culvert bands/culverts 3,985.84; Mr S's, fuel/diesel/ethanol 998.35; Neligh Auto, air filter 62.21; Newman Traffic Signs, road signs/freight 352.58; Norfolk Truck, coolant 75.00; OK Auto, batteries 262.84; Orval's Auto, grease job/install fuel injectors 286.70; Quick Serve Oil, fuel/diesel 590.80; Royal One Stop, fuel/super/diesel 146.48; Rutjens Construction, machine hire/backhoe 385.00; Sapp Brother, sleeve/nut 2.79; Schlecht Trucking, white rock 3,069.00; Shell Fleet, fuel/diesel 2,174.29; Tinsley Grain, white rock 1,559.91; Town & Country, starter-rewind 38.35; Willie's Service, replace wire connector/air conditioner system repair/parts/labor/shop supplies 136.13; Wynn Auto Body, 2014 full tilt trailer 5,600.00
(Brunswick Area) Bazile Aggregate, sand 198.00; Frontier Communication, telephone service 79.57; Green Line Equipment, spring/oil filter/bulk hose/hose fittings 185.04; Kayton International, skid loader rental 1,500.00; Key Sanitation, garbage 18.00; Kumm Gas, bulk fuel/diesel/gasohol/unleaded 3,370.33; Lazy T Tire, bulk oil/bulk power-tran 2,197.30; Matheson Tri-Gas, hardalloy 85.15; Mitteis Gravel, sand 21.30; Neligh Auto, mirror/halogen bulb 21.98; NMC Exchange, filters/muffler 430.12; North Central Public Power, electricity 128.25; Reinke's Farm, chain saw oil 14.95; Brunswick Village, water/garbage 39.50
(Orchard Area) Bolling Excavating, machine hire/excavator 722.50; Dusty's, fuel/unleaded with ethanol/diesel 208.75; Farmer's Pride, bulk fuel/diesel 2,495.46; Frontier Communications, telephone service 66.85; Hinrichsen Sand, sand 338.29; Lichtenberg Tire, service call/tire repair 86.50; North Central Public Power, electricity 52.56; Powerplan-Murphy Tractor, air conditioner repair/parts/labor/travel/freight 2,404.88; Source Gas, heating fuel 35.42; Willie's Service, wiper blades 7.98
(Clearwater Area) Bomgaars, fasteners/flare union 8.71; Elkhorn Rural Public Power, electricity 108.23; Farmer's Pride, bulk fuel/ diesel 2,453.66; Green Line Equipment, oil filters 82.00; Hinrichsen Sand & Gravel, sand 123.71; Kayton International, switch 9.50; Mitteis Gravel, road gravel/mud rock/armor coat/sand 6,763.80; Neligh Auto, ratchet/socket set/bit set 172.77; NMC Exchange, repair air conditioner/remove & install injection pump/parts/labor/miscellaneous 8,593.79; Northeast Nebraska Telephone, telephone service 53.60; Shell Fleet, fuel/plus 329.27; Source Gas, heating fuel 30.35; Clearwater Village, water/sewer/garbage 54.00; Pollock Redi Mix, road gravel 4,170.57
(Neligh Area) Farmer's Pride, tank lease/bulk fuel/diesel 1,607.31; Frontier Communication, telephone service 62.16; Kayton International, air conditioner repair/parts/labor/shop supplies/bobcat hydraulic oil 355.25; Mitteis Gravel, road gravel 86.21; Neligh Auto, antifreeze 66.00; Willow Creek Sand, armor coat 5,093.30
(Tilden Area) Tilden City, water/sewer/trash 104.82; Constellation Gas, heating fuel 49.12; Farmer's Pride, bulk fuel/diesel 1,455.37; Frontier Communication, telephone service 63.75; Hinrichsen Sand, sand 241.01; Matteo Sand & Gravel, road gravel 4,010.14; Mitteis Gravel, road gravel 532.46; Mr S's, fuel/ethanol 232.00;

Nebraska Public Power, electricity 80.08; NMC Exchange, filter/fittings 70.74; Quality Iron, metal products 57.64; Quick Serve Oil, fuel/diesel 86.00; Pollock Redi Mix, road gravel 1,022.11

(Oakdale Area) Bomgaars, diesel exhaust fluid 20.98; Famer's Pride, bulk fuel/diesel 933.45; Great Plains Communication, telephone service 53.12; Kayton International, caps 18.28; Mitteis Gravel, road gravel 2,432.76; Mr S's, fuel/ethanol 64.50; Nebraska Public Power, electricity 38.05; Pollock Redi Mix, road gravel 102.47

(Elgin Area) Beckman Lumber, road gravel 9,447.05; Central Sand & Gravel, road gravel 230.87; Central Valley, fuel/ethanol/roundup powermax/wd-40/quick link/carburetor cleaner/batteries/marketing paint 207.89; Elkhorn Rural Public, electricity 53.59; Farmer's Pride, bulk oil 1,088.10; Great Plains Communication, telephone service 59.96; Hometown Station, fuel/unleaded/super unleaded 208.91; Jerry's Feed, wasp & hornet spray/radiator stop leak 16.12; NMC Exchange, alternator/alternator core charge 991.80; Precision Repair, alternator/labor 260.02; Sapp Brother, bulk fuel/diesel/antifreeze/super STA 2/propane stickers 4,026.97; Source Gas, heating fuel 59.72

Reappraisal Fund: Dollar General, batteries/camera 12.45; Nebraska Department of Property Assess, real property appraisal course/registration fee/textbook 630.00

Register of Deeds Fund: MIPS, deeds online costs 265.33

Building Fund: BD Gossman Construction, roof shingle replacement/shingles/labor/clean up/freight 8,700.00; Kinnan Construction, ceiling repair (Tilden Barn)/materials/labor 7,305.94

General: Total Payroll, 76,428.02; Ameritas Life Insurance Corporation, retirement 11,550.08; Federal Withholding 8,533.55; Nebraska Child Support Pmt Center, garnishment 594.00; Social Security/Medicare 15,907.48; American Family Life Assurance Corporation, insurance 98.54; Ameritas Life Insurance Corporation, vision & dental insurance 2,111.95; Blue Cross/Blue Shield of Nebraska, employees' health insurance 51,312.32; Colonial Life & Accident Insurance, insurance 58.25; 1st Concord Benefits, cafeteria plan fees & deductions 395.00; Madison National Life, insurance 27.09; Mid-American Benefits, employee health insurance buyback administration fee 255.00; State Withholding 2,817.07; Washington National, insurance 399.30

Road & Bridge: Total Payroll, 45,881.65; Ameritas Life Insurance Corporation, retirement 7,817.56; American Family Life Assurance Corporation, ins 302.13; Federal Withholding 5,784.32; ARL Credit Services, garnishment 343.40; Nebraska Child Support Pmt Center, 435.00; Social Security/Medicare 10,641.76; American Family Life Assurance Corporation, insurance 302.13; Ameritas Life Insurance Corporation, vision & dental insurance 1,165.71; Blue Cross/Blue Shield of Nebraska, employees' health insurance 28,836.54; Colonial Life & Accident Insurance, insurance 64.80; 1st Concord Benefits, cafeteria plan fees & deductions 208.33; Madison National Life, insurance 32.48; Mid-American Benefits, employee health insurance buyback administration fee 150.00; State Withholding 2,044.21; Washington National, insurance 24.90

Supervisor Schwager signed 5 warrants, to pay claims.

John Hruby claim. This claim was submitted last week during payroll. It was discussed and tabled last week for further investigation. As requested, Clerk Payne contacted Pam Bourne, Woods & Aitken, LLP, (NIRMA's Lawyer) regarding the proper proceedings to pay these claims. Clerk Payne had discussed with Ms. Bourne, and Ms. Bourne had suggested paying claim under wages, so a W-2 would be issued on these wages at the end of the year. Discussion held, Ms. Bourne had suggested if there were further questions, to conference call to her, and she would answer any further questions the board may have. A call was placed, no answer. Item was tabled for now.

Clerk Payne addressed the Board of Supervisors regarding an incident in her office yesterday, August 10, 2015 involving a taxpayer of Antelope County. Ms. Payne reported she felt threatened by this encounter. The individual had requested to meet with her in private, and in doing so the meeting was conducted in the closed office of the County Clerk. The encounter left Ms. Payne visibly shaken. She reported to the board, the accusations this individual had reported had little to do with the office and more to intimidate her. Ms. Payne had reported incident to the County Sheriff. No action at this time.

Correspondence was reviewed. NIRMA Step Wisely Program posters handed out; Open Meeting Act new poster information from NACO; Pipeline Association for Public Awareness pamphlet was handed out. NPZA Fall Workshop, September 28-29, 2015; Northeast Nebraska Economic Development District Annual Report; DEQ letter from the State of Nebraska regarding Expansion of Holding pond JSMM Farms LLC; Northeast District Meeting, September 18, 2015, at Schuyler, Nebraska's St. Benedict Center – need attendance by September 8, 2015.

Shop safety audits were passed to each supervisor regarding their respective barns. Gave a copy of Road Sign Audit. NIRMA requested this not be a public item because of liability issues. All supervisors were informed not to share this information with the public.

Pledge Collateral was reviewed. Antelope County Imprest account is insured for \$510,000.00.

Motion by Henery, seconded by Williby to approve the Antelope Country Club Class C Liquor license. Those voting aye: Henery, Kerkman, Koinzan, Schindler, Bolling, Williby and Schwager. Nays none. Motion carried.

July fee report Antelope County District Court was reviewed and put on file.

July Sheriff's Fee Report was reviewed and put on file.

July Commissary Fee Report was reviewed and put on file.

Motion by Henery, seconded by Koinzan to approve the 21 applications for permit submitted by Invenergy/Prairie Breeze Energy, Chicago, Illinois to place permanent electric line beneath 524th Avenue crossing between Sections 29 and 28, Township 23 North, Range 6 West of the 6th P.M.; beneath 525th Avenue, crossing between Sections 28 and 27, Township 23 North, Range 6 West of the 6th P.M.; beneath 836th Road, crossing between Section 22 and 27, Township 23, Range 6 West of the 6th P.M.; beneath 526th Avenue, Township 23 North, Range 6 West of the 6th P.M.; beneath 527th Avenue, crossing between Section 13 and 14, Township 23 North, Range 6 West of the 6th P.M.; beneath 838th Road, crossing between Sections 12 and 13, Township 23 North, Range 6 West of the 6th P.M.; beneath 527.5th Avenue, Section 12, Township 23 North, Range 6 West of the 6th P.M.; beneath 527.5th Avenue, Section 12, Township 23 North, Range 6 West of the 6th P.M.; beneath 839th Road, crossing between Section 1 and 12, Township 23 North, Range 6 West of the 6th P.M.; beneath 840th Road between Section 1, Township 23 North, Range 6 West of the 6th P.M. and Section 36, Township 24 North, Range 6 West of the 6th P.M.; beneath 841st Road crossing between Sections 25 and 36, Township 24 North, Range 6 West of the 6th P.M.; beneath 528th Avenue, crossing between Sections 30, Township 24 North, Range 5 West of the 6th P.M. and Section 25, Township 24 North, Range 6 West of the 6th P.M.; beneath 841st Road, crossing between Sections 30 and 31, Township 24 North, Range 5 West of the 6th P.M.; beneath 836th Road, crossing between Sections 20 and 29, Township 23 North, Range 6 West of the 6th P.M.; beneath 837th Road, crossing between Sections 17 and 20, Township 23 North, Range 6 West of the 6th P.M.; beneath 524th Avenue, crossing between Sections 17 and 16, Township 23 North, Range 6 West of the 6th P.M.; beneath 838th Road, crossing between Sections 8 and 17, Township 23 North, Range 6 West of the 6th P.M.; beneath 839th Road, crossing between Sections 5 and 8, Township 23 North, Range 6 West of the 6th P.M.; beneath 524th Avenue, crossing between Sections 5 and 4, Township 23 North, Range 6 West of the 6th P.M.; beneath 840.5th Road, crossing Sections 33, Township 24 North, Range 6 West of the 6th P.M.; beneath 525th Avenue, crossing between Sections 33 and 34, Township 24 North, Range 6 West of the 6th P.M., Antelope County, Nebraska; and said electric lines will be collection line for new wind towers; all work to be done according to State and County specs. Those voting aye: Henery, Koinzan, Kerkman, Williby, Bolling, Schindler and Schwager. Nays none. Motion carried.

Motion by Williby, seconded by Schindler to approve the permit submitted by North Central Public Power District to place a permanent electric line beneath 867th Road, crossing in Section 13, Township 28, Range 5 West of the 6th P.M., Antelope County, Nebraska; said line to provide safe clearance from irrigation well in the vicinity. All work to be done according to State and County Specs. Voting aye: Henery, Koinzan, Kerkman, Williby, Bolling, Schindler, and Schwager. Nays none. Motion carried.

Interlocal Agreements with Antelope County Libraries was tabled until Budget discussion on August 18th, 2015.

2015 Inventories were reviewed and tabled until August 18th, 2015. There were some incomplete inventories.

Conference call with Pam Bourne, NIRMA retained lawyer for personnel issues. She reiterated the findings the pay claim of Mr. Hruby should both be under employee wages and should be reported on the W-2 at the end of the year. She also spoke in warning regarding hiring employees for contract labor as this leads to liability issues, and employee discontent. All employees are expected to bring their A game to work and do all necessary job related duties. Motion was made by Supervisor Koinzan, seconded by Supervisor Williby to pay claim under his employee wages and include wage on his W-2 at the end of the year. Voting aye: Henery, Koinzan, Williby, Kerkman, Schindler, and Bolling. Schwager abstained. Nays none. Motion carried.

Discussion held regarding Employee Performance Evaluations. No action.

Supervisor Koinzan offered thanks for bringing the above claim to Board attention.

Sheriff Moore met with the board regarding obtaining a building for recyclable storage at the jail facility. At present, these items are outside and have a huge potential to attract undesirable varmints. He is looking at a possible 8 foot by 8 foot shed to store aluminum cans and cardboard. The supervisors asked him to gather a couple of bids and talk with Green Fiber regarding placing a dumpster for these items.

Sheriff Moore met with the Supervisors regarding Law Enforcement Agreements. He would like to propose to the Villages of Clearwater, Orchard and Oakdale of a \$50.00 per month increase and a \$100.00 per month increase for Neligh City. These contracts are usually a two (2) year agreeemnt. Discussion held. Supervisor Kerkman made a motion to increase Law Enforcement Agreements according to Sheriff Moore's recommendations. Motion was seconded by Supervisor Henery. Voting aye: Kerkman, Henery, Williby, Koinzan, Schindler, Bolling, and Schwager. Nays none. Motion passed.

Sheriff Moore addressed the Board regarding the incident involving County Clerk. He reiterated the fact these employees have to feel comfortable in these offices and some of the items discussed no one outside of three (3) County Officials should have knowledge of. If we are going to move Antelope County in a positive direction, all hands have to be on deck and working for the same cause.

Jerry Berggren addressed the Supervisor's regarding old courthouse tuck-pointing and maintenance. He presented exactly what had been done in regards to the old courthouse, and explained what was needed to further and continue the project. Discussion followed with Mr. Berggren outlining how he inspects this work and how he is paid in the end. Supervisors inquired whether this work could be done by a local contractor so the work dollars would be shared with local contractors and local money. Mr. Berggren said he qualifies his construction contracts by quality of work and years of experience. Discussion and action was tabled. No action.

Supervisor Bolling left the meeting at 11:41 AM.

Per supervisor request, Tod Thieman from MIPS met with the board regarding Time Clocks. Time clocks could be integrated to the current payroll system utilized by the county at this time. The system would require a time clock at all of the remote sites (7 barns), a courthouse and sheriff location. These clocks would be versatile, they would be a thumb print recognizing system with a few remote RFID cards. (Sheriff Deputies maybe coming on duty at a different location. Discussion of costs: Time Clocks are \$625.00 apiece. PC Applications are also available. Monthly fee for a thumbprint check in would be \$1.00 a person (hourly) clocking in by RFID card or thumbprint, if a PC log in is necessary this would run \$3.00 a month per person using this login. Tod suggested this would work well for a remote location with temporary employees (Weed Department). Installation and training is all completed by MIPS. A six (6) week timeline was discussed. Motion was made by Henery, seconded by Koinzan to authorize purchase and installation of Time Clocks. Whichever system works best for county. Providing the cost is under \$8000.00. Voting aye: Henery, Koinzan, Williby, Kerkman, Schindler, Bolling, and Schwager. Nays none. Motion passed.

Pitney Bowes. Antelope County is in a contract with Pitney Bowes for the postage machine. This contract is up in March of 2016. Mr. Reed Taylor worked up a quote for a new machine, a five year lease, and leaving contract details as is. The quote came in a little more than a savings of 1.50 a month. Discussion held. It was requested the clerk look into some different, yet comparable options. Item tabled until further details are available.

Invenergy Road Agreement. Discussion held in follow-up of last week's discussion. County Attorney voiced no opposition at this time. Motion was made by Supervisor Schindler, seconded by Supervisor Henery to accept the Road Agreement as presented by Invenergy Wind Development LLC, Prairie Breeze Wind Energy II LLC, and Prairie Breeze Wind Energy III LLC. Voting aye: Henery, Williby, Schindler, Koinzan, Bolling, and Schwager. Kerkman abstained. Nays none. Motion passed.

ANTELOPE COUNTY, NEBRASKA
BOARD OF COUNTY SUPERVISORS
RESOLUTION NO. 2015-08-0001
August 11, 2015

Conditional Use Permit

WHEREAS, Section 1504.03 of the Antelope County, Nebraska Zoning Regulations (the "**Zoning Regulations**") provides that commercial/utility grade wind energy systems shall be permitted as a conditional use within any district where the use is listed and allowed;

WHEREAS, this Board of County Supervisors of Antelope County, Nebraska (the "**Board**"), passed a motion to grant approval of the conditional use permit (the "**CUP**") applied for on August 4, 2014 by Invenergy Wind Development LLC ("**Invenergy Wind Development**") for the construction of a Wind Energy Conversion System (as defined in Article 15 of the Antelope County Zoning Regulations) (the "**Use**");

WHEREAS, such motion provided the following Condition 10 with respect to the CUP: "This Conditional Use Permit shall run with the land. The ownership of the land and the identity of the developer and operator of the Use shall not affect the right to conduct the Use in accordance with this Conditional Use Permit.";

WHEREAS, affiliates of Invenergy Wind Development, Prairie Breeze Wind Energy II LLC ("**PBII**") and Prairie Breeze Wind Energy III LLC ("**PBIII**" and collectively with PBII, the "**PB Entities**" and each a "**PB Entity**"), will own separate real property interests in certain parcels of land within the scope of the CUP and will separately develop and operate certain aspects of the Use; and

WHEREAS, in connection with the financing of the Use, the PB Entities have requested that the Board expressly confirm certain legal implications of such separate ownership, development and operation of the Use;

NOW, THEREFORE, BE IT RESOLVED, that the CUP be treated as parcel specific as if separate conditional use permits had been issued for each parcel, including, without limitation, with respect to violations of the conditions of the CUP, the Zoning Regulations or other applicable law. For example, as a means of illustration and without limitation to the preceding sentence, if construction on a single parcel were to violate setback requirements, this would not impact the authority to conduct the Use on another parcel;

RESOLVED FURTHER, that the actions and/or omissions of one PB Entity, whether in violation of the CUP, the Zoning Regulations or other applicable law, shall have no effect on the rights of the other PB Entity to conduct the Use under the CUP; and

RESOLVED FURTHER, that it is hereby acknowledged: (i) that PBII shall develop, construct and operate the Use on the parcels described on Appendix 1; (ii) that PBIII shall develop, construct and operate the Use on the parcels described on Appendix 2; and (iii) the aspects of the Use to be constructed on each of the parcels described on Appendix 3 shall be owned, developed and operated by each PB Entity as described on Appendix 3.

County Roads Agreement

WHEREAS, Section 1504.06 of the Zoning Regulations requires a written agreement to document the condition of the public facility; and **WHEREAS**, Antelope County and PBII entered into that certain County Roads Agreement on February 10, 2015 which was subsequently amended by that First Amendment to County Roads Agreement and PBIII became a party to it (as so joined, the "**County Roads Agreement**");

NOW, THEREFORE, BE IT RESOLVED, that PBII and PBIII collectively be the "Developer" under the County Roads Agreement and each PB Entity shall be responsible for the obligations of the Developer under the County Roads Agreement only to the extent attributable to the aspects of the Wind Farm Facility (as defined in the Roads Agreement) constructed, developed, owned or operated by such PB Entity;

RESOLVED FURTHER, that, to further effect the foregoing resolutions, the rights and obligations of the PB Entities under the County Roads Agreement shall be several, separate and distinct, it being acknowledged that any breach of the County Roads Agreement by one of the PB Entities shall have no effect upon the other PB Entity, including without limitation its satisfaction of the agreement requirement as described in Section 1504.06 of the Zoning Regulations; and

RESOLVED FURTHER, that the Second Amendment to County Roads Agreement incorporating the foregoing and attached hereto as Exhibit 1 is hereby approved and that the Chairman of the Board (the "**Chairman**") may enter into and execute the same on behalf of Antelope County.

Further Authorization

RESOLVED FURTHER, that the Chairman be, and hereby is, authorized, on behalf of Antelope County, to take such actions as deemed necessary and appropriate in furtherance of the foregoing resolutions, including but not limited to effecting the issuance and/or entrance into by Antelope County of any agreements, instruments or other documents as may be required and/or appropriate in connection therewith, including any amendments, modifications or supplements to, or reaffirmations of, existing agreements, instruments or other documents, each to be in such form as may be approved by the Chairman, the execution of the same by him to constitute conclusive evidence of the approval of the same.

BOARD OF COUNTY SUPERVISORS
ANTELOPE COUNTY, NEBRASKA

APPENDIX 1

Parcel ID	Legal
000423100	24-23-6 E2 319.91 AC CEDAR TWSP~
000422600	23-23-6 NE4 160.01 AC CEDAR TWSP~
000424900	28-23-6 NW4 157.51 AC CEDAR TWSP~
000427601	34-23-6 SE4 EX TR 152.33 AC CEDAR TWSP~
000428100	35-23-6 SE4SE4 E2SW4SE4 60.34 AC CEDAR TWSP~
000427100	33-23-6 NW4 EX TR 145.26 AC CEDAR TWSP~
000427500	34-23-6 NW4 158.88 AC CEDAR TWSP~
000424400	27-23-6 NW4 157.14 AC CEDAR TWSP~
000424800	28-23-6 S2NE4 78.55 AC CEDAR TWSP~
000425200	28-23-6 SW4 161.10 AC CEDAR TWSP~
000425700	29-23-6 SW4 160.47 AC CEDAR TWSP~
000427000	33-23-6 NE4 158.02 AC CEDAR TWSP~
000425500	29-23-6 E2SE4 82.75 AC CEDAR TWSP~
000425600	29-23-6 W2SE4 78.99 AC CEDAR TWSP~

000426600	32-23-6 NE4 157.8 AC CEDAR TWSP~
000312200	28-23-5 NW4 156.49 AC GRANT TWSP~
000312700	29-23-5 NE4 158.96 AC GRANT TWSP~
000309700	21-23-5 S2NE4 S2SE4 159.16 AC GRANT TWSP~
000310000	21-23-5 N2SE4 77.23 AC GRANT TWSP~
000418100	13-23-6 E2 319.34 AC CEDAR TWSP~
000309000	19-23-5 E2 320.97 AC GRANT TWSP~
000309001	19-23-5 NW4 156.42 AC GRANT TWSP~
000306600	15-23-5 NW4 159.33 AC GRANT TWSP~
000307400	16-23-5 SE4 158.18 AC GRANT TWSP~
000308500	18-23-5 E2NE4 80.45 AC GRANT TWSP~
000308600	13-23-5 NE4 155.64 AC GRANT TWSP~
000309600	21-23-5 N2NE4 78.18 AC GRANT TWSP~
000310200	22-23-5 NE4 157.34 AC GRANT TWSP~
000306300	14-23-5 SW4 160.47 AC GRANT TWSP~
000418600	14-23-6 NE4 158.04 AC CEDAR TWSP~
000418800	14-23-6 SE4 160.42 AC CEDAR TWSP~
000310100	21-23-5 SW4 164.17 AC GRANT TWSP~
000422900	23-23-6 S2 EX TR 320.29 AC CEDAR TWSP~
000422700	23-23-6 E2NW4 78.94 AC CEDAR TWSP~
000422800	23-23-6 W2NW4 78.77 AC CEDAR TWSP~
000427400	34-23-6 NE4 159.57 AC CEDAR TWSP~
000308900	18-23-5 SE4 159.53 AC GRANT TWSP~
000418001	12-23-6 SE4 160 AC CEDAR TWSP~
000306000	14-23-5 NE4 159.07 AC GRANT TWSP~
000303500	8-23-5 SW4 161.42 AC GRANT TWSP~
000306701	15-23-5 TR SE4 153.95 AC GRANT TWSP~
000306800	15-23-5 SW4 161.93 AC GRANT TWSP~
000309800	21-23-5 N2NW4 SW4NW4 117.11 AC GRANT TWSP~
000309900	21-23-5 SE4NW4 39.46 AC GRANT TWSP~
000311900	27-23-5 W2NW4 80.55 AC GRANT TWSP~
000309200	20-23-5 NE4 159.74 AC GRANT TWSP~
000306500	15-23-5 NE4 158.59 AC GRANT TWSP~
000308000	17-23-5 N2NW4 80.76 AC GRANT TWSP~
000308100	17-23-5 S2NW4 79.98 AC GRANT TWSP~
000308300	17-23-5 SW4 162.59 AC GRANT TWSP~
000307100	16-23-5 W2NW4 TR N2SW4 143.47 AC GRANT TWSP~
000307800	17-23-5 NE4 158.86 AC GRANT TWSP~
000307200	16-23-5 W2E2NW4 39.32 AC GRANT TWSP~
000308200	17-23-5 SE4 159.38 AC GRANT TWSP~
000422300	22-23-6 N2SE4 80.01 AC CEDAR TWSP~
000422400	22-23-6 E2SW4 S2SE4 158.87 AC CEDAR TWSP~
000311800	27-23-5 E2NW4 78.17 AC GRANT TWSP~
000308700	18-23-5 S2N2NW4-TRC 36.48 AC GRANT TWSP~
000308701	18-23-5 TR NW COR 10.06 AC GRANT TWSP~
000308702	18-23-5 N2N2NW4-TR 31.88 AC GRANT TWSP~
000308800	18-23-5 NW4 - TR 145.92 AC GRANT TWSP~
000305900	13-23-5 SW4 162.23 AC GRANT TWSP~
000305700	13-23-5 NW4 160.77 AC GRANT TWSP~

000306200	14-23-5 SE4 161.20 AC GRANT TWSP~
000418201	13-23-6 NW4-TRI TR 152.96 CEDAR TWSP~
000418400	13-23-6 N2SW4 83.03 AC CEDAR TWSP~
000305400	12-23-5 S2SE4 78.76 AC GRANT TWSP~
000307000	16-23-5 E2E2NW4 39.91 AC GRANT TWSP~
000307500	16-23-5 N 770' S 1540' SW4 47.08 AC GRANT TWSP~
000307700	16-23-5 S 770' SW4 44.71 AC GRANT TWSP~
000312100	28-23-5 NE4 154.82 AC GRANT TWSP~
000306900	16-23-5 NE4 158.21 AC GRANT TWSP~

APPENDIX 2

Parcel ID	Legal
000419600	16-23-6 NW4 EX TR 141.16 AC CEDAR TWSP
000422500	22-23-6 W2SW4 80.16 AC CEDAR TWSP~
000336800	30-24-5 SE4 158.02 AC BURNETT TWSP~
000425700	29-23-6 SW4 160.47 AC CEDAR TWSP~
000422600	23-23-6 NE4 160.01 AC CEDAR TWSP~
000424900	28-23-6 NW4 157.51 AC CEDAR TWSP~
000425600	29-23-6 W2SE4 78.99 AC CEDAR TWSP~
000448000	36-24-6 SE4 155.21 AC OAKDALE TWSP TD 59~
000448100	36-24-6 SW4 EXC PORTION S & W OF RD #164 140.76 AC OAKDALE TWSP~TD 59~
000421301	20-23-6 NW4 EX TR 156.61 AC CEDAR TWSP
000337000	31-24-5 NE4 161.98 AC BURNETT TWSP~
000412100	1-23-6 NW4 EX TR W 20 AC NE4 172.22 AC CEDAR TWSP
000418100	13-23-6 E2 319.35 AC CEDAR TWSP~
000337100	31-24-5 NW4 155.13 AC BURNETT TWSP~
000337400	31-24-5 SW4 152.14 AC BURNETT TWSP
000414500	4-23-6 W2SW4 81.63 AC CEDAR TWSP~
000414600	5-23-6 N2 317.87 AC CEDAR TWSP~
000414900	5-23-6 SW4 161.43 AC CEDAR TWSP~
000414300	4-23-6 PART NW4 109.02 AC CEDAR TWSP~~
000446100	33-24-6 N2SE4 76.91 AC OAKDALE TWSP TD 59~
000422900	23-23-6 S2 EX TR 320.29 AC CEDAR TWSP~
000420000	17-23-6 NW4 158.67 AC CEDAR TWSP~
000420200	17-23-6 SW4 159.36 AC CEDAR TWSP~
000418800	14-23-6 SE4 160.42 AC CEDAR TWSP~
000418000	12-23-6 SW4 159.76 AC CEDAR TWSP~
000422700	23-23-6 E2NW4 78.94 AC CEDAR TWSP~
000422800	23-23-6 W2NW4 78.77 AC CEDAR TWSP~
000412300	1-23-6 SE4SW4 EX TRS 236.53 AC CEDAR TWSP
000417800	12-23-6 NE4 161.09 AC CEDAR TWSP~
000425300	29-23-6 NE4 158.12 AC
000422300	22-23-6 N2SE4 80.01 AC CEDAR TWSP~
000422400	22-23-6 E2SW4 S2SE4 158.87 AC CEDAR TWSP~
000422000	21-23-6 SW4 158.67 AC CEDAR TWSP~
000414700	5-23-6 SE4 EX TR 158.12 AC CEDAR TWSP
000421900	21-23-6 SE4 161.54 AC CEDAR TWSP~
000421200	20-23-6 NE4 160.23 AC CEDAR TWSP~
000418201	13-23-6 NW4 EX TRI TR 152.96 CEDAR TWSP~

000418400	13-23-6 N2 SW4 80.80 AC CEDAR TWSP~
000421500	20-23-6 W2SE4 79.09 AC CEDAR TWSP~
000446700	34-24-6 SW4NW4 NW4SW4 79.10 AC OAKDALE TWSP
000445800	33-24-6 E2NE4 E2W2NE4 N2SW4 198.57 AC OAKDALE TWSP TD 59~
000446600	34-24-6 E2NE4 & NE4SE4 WEST OF CEDAR CREEK S.14AC.NW4NE4 SW4NE4 NW E~XC SW4 NW4 &EXC 4AC NE4NW4 NW4SE4 NE4SW4 261.34 AC OAKDALE TWSP TD~59~
000417900	12-23-6 NW4 159.16 AC CEDAR TWSP~
000446200	33-24-6 S2SE4 EXC W 2 AC 75.85 AC OAKDALE TWSP TD 59~
000414200	4-23-6 NW4NE4 TR NW4NW4 52.19 AC CEDAR TWSP~
000415900	8-23-6 NW4 160.96 AC CEDAR TWSP~
000336900	30-24-5 SW4 152.96 AC BURNETT TWSP TD 19~
000447700	36-24-6 SE4NE4 38.89 AC OAKDALE TWSP TD 60A~
000442100	25-24-6 SE4 159.61 AC OAKDALE TWSP TD 60A~
000416101	8-23-6 E2SW4 EX TR 78.71 AC CEDAR TWSP
000446300	33-24-6 S2SW4 TR S2SE4 86.61 AC OAKDALE TWSP
000420100	17-23-6 SE4 160.39 AC CEDAR TWSP~
000447600	36-24-6 NE4NE4 39.22 AC OAKDALE TWSP TD 60A~

APPENDIX 3

Parcel ID	PB II Facility	PB III Facility	Legal
000418100	Turbine	ECS	13-23-6 E2 319.35 AC CEDAR TWSP~
000418201	ECS	Turbine	13-23-6 NW4 EX TRI TR 152.96 CEDAR TWSP~
000418400	ECS	ECS	13-23-6 N2 SW4 80.80 AC CEDAR TWSP~
000418800	ECS	Turbine (2)	14-23-6 SE4 160.42 AC CEDAR TWSP~
000421500	ECS	ECS	20-23-6 W2SE4 79.09 AC CEDAR TWSP~
000422300	ECS	ECS	22-23-6 N2SE4 80.01 AC CEDAR TWSP~
000422400	ECS	ECS	22-23-6 E2SW4 S2SE4 158.87 AC CEDAR TWSP~
000422600	ECS	ECS	23-23-6 NE4 160.01 AC CEDAR TWSP~
000422700	ECS	ECS	23-23-6 E2NW4 78.94 AC CEDAR TWSP~
000422800	ECS	ECS	23-23-6 W2NW4 78.77 AC CEDAR TWSP~
000422900	ECS	ECS	23-23-6 S2 EX TR 320.29 AC CEDAR TWSP~
000424400	ECS	ECS	27-23-6 NW4 157.14 AC CEDAR TWSP~
000424800	ECS	ECS	28-23-6 S2NE4 78.55 AC CEDAR TWSP~
000424900	ECS	ECS	28-23-6 NW4 157.51 AC CEDAR TWSP~
000425600	ECS	ECS	29-23-6 W2SE4 78.99 AC CEDAR TWSP~
000425700	ECS/SUB	ECS/SUB	29-23-6 SW4 160.47 AC CEDAR TWSP~

ECS – Electrical Collection System
Turbine – Wind Turbine Generator
SUB – Substation

EXHIBIT 1

SECOND AMENDMENT TO COUNTY ROADS AGREEMENT

WHEREAS, Prairie Breeze Wind Energy II LLC ("PB II") and Antelope County, Nebraska entered into that certain County Roads Agreement dated February 10, 2015 (the "County Roads Agreement");

WHEREAS, PB II, Antelope County and Prairie Breeze Wind Energy III LLC ("PB III") entered into that certain First Amendment and Joinder to County Roads Agreement dated June 2, 2015 (the "Amendment," and together with the County Roads Agreement, the "Amended County Roads Agreement");

WHEREAS, in connection with the financing of the Wind Farm Facility (as defined in the Amended County Roads Agreement), which the parties agree is anticipated to provide significant benefits to Antelope County, the parties desire to amend the County Roads Agreement to expressly provide for the separate treatment of PB II and PB III thereunder;

NOW THEREFORE, the parties hereto agree to the following:

Section 3 of the Amendment is deleted in its entirety and replaced with:

3. Joinder. Joining Party hereby agrees to be bound by the terms and conditions of, and to become a party to, the Agreement, as amended, restated, supplemented or otherwise modified, as if Joining Party had been, collectively with Prairie Breeze Wind Energy II LLC, the Developer under the Agreement as of the Effective Date.

The defined term "Developer" in the Amended County Roads Agreement is defined as Prairie Breeze Wind Energy II LLC and Prairie Breeze Wind Energy III LLC, collectively.

The first recital of the Amended County Roads Agreement is deleted and replaced in its entirety with:

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, and 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 as described in the application seeking a conditional use permit submitted to the County by Invenergy Wind Development LLC on behalf of Prairie Breeze Wind Energy II LLC ("PB II") on August 4, 2014 (hereinafter referred to as the "Wind Farm Facility");

The following is inserted as Section 32 of the Amended County Roads Agreement:

32. The parties hereto agree that the rights and obligations of each of PB II and Prairie Breeze Wind Energy III LLC ("PB III," and each of PB II and PB III is a "PB Entity") are several, separate and distinct. Each of these entities is only responsible for obligations of the Developer hereunder to the extent attributable to the aspects of the Wind Farm Facility constructed, developed, owned or operated by such entity. The County agrees to look solely to the responsible entity for the performance of its obligations hereunder and acknowledges and agrees that a breach of this agreement by one of the entities shall not result in the termination of the agreement as to the other entity. Without limiting the foregoing, it is expressly agreed that: (i) PB II shall not be liable or responsible for, and its exercise of its rights hereunder and satisfaction of the agreement requirement in connection with the pre-construction survey described in Section 1504.06 of the Antelope County, Nebraska zoning regulations (the "Zoning Regulations") shall not be affected by, any breach of this agreement by PB III; and (ii) PB III shall not be liable or responsible for, and its exercise of its rights hereunder and satisfaction of the agreement requirement in connection with the pre-construction survey described in Section 1504.06 of the Zoning Regulations shall not be affected by, any breach of this agreement by PB II. For the avoidance of doubt and notwithstanding the terms of this Section 32, the full amount of the bond provided for in Section 31 hereof is available to satisfy defaults of its obligations under this agreement by either PB Entity even if there is no default or defaults in a lesser degree by the other PB Entity.

[signature page follows]

ANTELOPE COUNTY, NEBRASKA

_____/s/ Jerald Schwager_____

By: Jerald Schwager

Chairman of the Board of Supervisors

Attest:

_____/s/ Lisa Payne_____

By: Lisa Payne

Antelope County Clerk

PRAIRIE BREEZE WIND ENERGY II LLC

By: Mick Baird

Vice President

PRAIRIE BREEZE WIND ENERGY III LLC

By: Mick Baird

Motion by Supervisor Williby, seconded by Supervisor Kerkman to adjourn. Voting aye: Kerkman, Schindler, Henery, Williby, Koinzan and Schwager. Nays none. Motion passed.

Meeting adjourned at 12:27 PM.

ANTELOPE COUNTY BOARD OF SUPERVISORS

By: _____
Chairman of the Board, Jerald Schwager

Attest: _____
County Clerk, Lisa Payne