

May 14<sup>th</sup>, 2019  
Antelope County Board of Commissioners  
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday, May 14<sup>th</sup>, 2019 at 8:30 AM in the Commissioner Meeting Room, Antelope County Courthouse, Neligh, NE.

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 Commissioners.

Chairman Borer opened the meeting at 8:30 AM. Responding to Roll Call: Commissioners Henery, Smith, Jacob, Bentley and Borer. Open Meetings poster is posted on the east wall of the Commissioner Meeting Room. Additional copies available in the County Clerk's Office.

Pledge of Allegiance was recited.

**Agenda:** Clerk reported some of the Insurance presenters may show up latter today – she made no specific appointment or anything. Motion by Commissioner Smith, seconded by Commissioner Bentley to approve agenda as submitted. Voting aye: Smith, Jacob, Bentley, Henery and Borer. Nays none. Motion carried.

**Correspondence was reviewed:** NACO/BCBS Nebraska Webinar invitation; Board Preapproval Report; Tractor Bids Summary & email from Reinke regarding current rates; Thank-You from Chad Svoboda and Travis Martin regarding Insurance Presentations last week; TERC letter stating Antelope County Valuations are within normal range, and they are not requesting a Show of Cause Hearing; JEO Bid Tab for Asphalt Overlay Projects; Thunderhead proposed County Road Use Agreement; Financing Rates local banks; County Board and County Board of Equalization Workshop Agendas; NE Nebraska Community Action Partnership – thank you for helping with Commodity delivery; Medical Enterprises fee increase notification; Monthly Union Bank and Trust April AHM Bonds.

**Receipts:** Elgin Livestock Market \$429.99 – General Fund

**Treasurer's April Fund Balance Report** was reviewed and put on file.

**Treasurer's April Miscellaneous Fee Report** was reviewed and put on file.

**Sheriff April Fee Report** was reviewed and put on file.

**April Zoning Permit Report** was reviewed and put on file.

Review of **Payroll Claims**. Review of **Vendor Claims**.

Motion by Commissioner Bentley, seconded by Commissioner Smith to **approve payroll claims** as presented. Voting aye: Bentley, Smith, Henery, and Borer. Nays none. Jacob abstains. Motion passed.

**Pledge Collateral:** \$3,010,000.00, plus FDIC insured of \$250,000.00. Clerk will release some of the Pledge Collateral later this week.

**Zoning Administrator Report:** Liz presented her report, and Permit Report for April. Reviewing this year and last year there is tending to be a huge decrease in permits. No further report.

**9:15 AM Board of Equalization.** Motion by Commissioner Bentley, seconded by Commissioner Henery to open as a Board of Equalization. Voting aye: Henery, Jacob, Smith, Bentley and Borer. Nays none. Motion carried. **9:21 AM** – Motion by Commissioner Henery, seconded by Commissioner Jacob to go out of Board of Equalization. Voting aye: Henery, Jacob, Smith, Bentley and Borer. Nays none. Motion carried.

Motion by Commissioner Henery, seconded by Commissioner Smith to **approve vendor claims** as submitted. Voting aye: Henery, Smith, Jacob, Bentley and Borer. Nays none. Motion carried.

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

**General:** Kelly's Fast Pitch Softball, softener salt 300.00; Antelope County Court, county court costs 185.00; Antelope County District Court, district court costs 108.00; Appera, micro-swipes, dust mops, textile maintenance, service charge 43.40; Applied Connective Technologies, managed hosted exchange email services, Office 365 services, domain registration, TV mount, stand-alone wireless presentation system, parts/labor to install TV/TV mount, freight, mileage, Dell laptop (zoning) 3908.60; Black Hills Energy, heating fuel 1110.51; Blackburn Manufacturing, lobby sign for vending machine 98.00; Bomgaars, fasteners, sealant, bulk bolts, spray bottles, hook & loop tape, drill bits, self-drill screws, padlock, light bulbs, rake, extension cord 137.82; Dean Brown, prior service 25.00; Carney Law, court appointed attorney fees, JUSTICE searches 3226.62; Carquest of Neligh, auxiliary cable, switch 18.34; Casey's, fuel 1128.01; Centec Cast, flag holders, marker stakes, freight 461.08; Elgin City, monthly recycling fee 250.00; Neligh City, utilities, monthly recycling fee, dumpster stickers 4166.09; Clearly Communications, telephone service 160.80; Clearwater Record, property tax notice, notice of bids, board of equalization, health insurance quotes, proceedings/bills, notice of meeting, notice of public hearing 527.29; Clerk of the District Court Association, workshop fee 100.00; Cubby's, fuel 166.28; Das State, teletype, data processing 575.68; Dataspec, annual fee for Vetraspec Program 898.00; Richard Day, extract computer information, transfer to new system 495.00; Digital-Ally, video migration for computer system 300.00; Doerr & Klein, court appointed attorney fees 5051.25; Dollar General, bleach, soap pads, Arm & Hammer, Lysol, Ajax 101.00; Dusty's, fuel 125.97; Eakes Office, staples, correction tape, file folders, index tabs, labels, ink refills, receipt books, folders, portfolio folders, anti-static spray, highlighters, wipes, ribbon, pens, disinfectant, lettering tape, binder clips, index marker, files, lead, pencils, custom made stamps, legal paper, markers, name plate, note pads, rubber bands, bandages, tape dispensers, table covers, pouches, scissors, paper, acrylic plates, duster cleaner, whiteboard cleaner 1078.80; Egley, Fullner, Montag, court appointed attorney fees 736.06; Electronic Systems Inc., fire alarm inspection, batteries 254.00; Elgin One Stop, fuel 55.00; Elgin Review, revised budget notice, invitation to bid, meeting proceedings, request for health insurance quotes, intent to purchase, notice of meetings, notice of public hearing 647.70; Elite Office, monthly maintenance copier agreements, paper 1765.97; First Concord Benefits, participant fee 12.50; Frontier Communication, telephone service 2120.73; Great Plains Communication, telephone service 461.05; Darrell Hamilton, prior service 11.00; Lyle Hart, commodities 200.00; Heartland Fire Protection, annual fire extinguisher inspection and recertification, extinguisher refills 441.80; Nadene Hughes, prior service 14.00; Jack's Uniforms, collar insignias, deputy shirts 155.80; Jonny Dodge, oil change 39.71; Cassey Kallhoff, BCBS Dental payment reimbursement 83.42; Madison County Judicial Bar, CLE program registration 85.00; Madison National Life, county matching 65.33; Maximus Consulting Services, 2016 cost allocation 280.06; Microfilm Imaging, monthly scanning equipment rent 87.00; Midwest Special Services, inmate transport 246.00; MIPS, data processing 701.02; NACO, Budget Workshop registration fee 50.00; Nebraska County Attorney's Association, county dues, training seminar registrations 757.00; NE Health & Human Services, financial responsibility for the developmentally disabled 186.00; Neligh Auto, wiper blades 27.98; Neligh News, notice of bids, request for health insurance quotes, board of equalization, notice of meetings, meeting proceedings, help wanted ads 588.89; Thomas Nelson, mileage, hotel room reimbursement 316.31; Norfolk News, help wanted ads 239.88; Northeast Nebraska Economic Development, 2020 Membership Fees 895.00; Office Depot, label tape, tow book key tags, DVDs, sleeves, fasteners 365.73; Donna Payne, prior service 25.00; Petty Cash-sheriff, postage 22.26; Pitzer Digital, 1 year subscription, help wanted ads, cash envelopes for commissary, notice of amended budget, notice of sheriff's sale, invitation to bid, meeting proceedings, request for health insurance quotes, board of equalization, property tax notice, noting of meeting, notice of public hearing 822.83; Precision Repair, oil change 54.49; Quill Corp,

rubber bands, paper clips, file folders, binder clips, batteries, stapler, staples, post-it flags, tape, shears 366.10; Ramada Inn, lodging expense 278.40; Janice Ridder, prior service 10.00; Santa Cruz Gunlocks, gun rack, shipping 580.87; Schindler Elevator, inspection service 846.00; Schroeder Land, surveyor fees 1035.00; Sheridan County Clerk, 2019 Continuing Education Workshop 125.00; Caroline Siems, prior service 25.00; Wex Bank, ex 591.52; Sirchie Fingerprint Lab, evidence tape/dispenser 117.08; Brittany Spieker, mileage 38.28; Nebraska Secretary of State, copies (reproduction/certification) 20.00; Stratton Delay Doele, district court attorney fees 967.60; Chuck Thiemann, mowing 30.00; Thriftway Market, coffee, water 7.98; University of Nebraska, computer (Windows Laptop) 2089.84; UNL ITS Communication, internet for iPad 91.04; US Cellular, telephone service 345.70; Verizon Wireless, telephone service 78.51; Clearwater Village, monthly recycling fees 250.00; Bonita Welke, prior service 22.00; Woods & Aitken, general labor 2284.06.

**Road & Bridge:** AMH Family Practice, drug testing expense 18.00; Antelope Memorial Hospital, drug testing expense 158.00; Bauer Built, equipment repair 921.40; Beaver Bearing, roller bearing cone/cup 136.98; Black Hills Energy, heating fuel 843.64; Blackburn Manufacturing, warning flags 912.50; Blackstrap, road salt 864.75; Bomgaars, antifreeze, hose clamp, shackles, gas can, oil, shop towels, scraper, jack stands, poly creeper, floor jack, de-icer, pliers, saw kit, blade set, fuel, safety pin, screws, screw driver, battery w/ exchange, mechanics set, blaster spray, coupler grease, measurer, brush, impact socket, blade fuses 1145.57; Carquest of Neligh, mini blades, cart, brake cleaner, drill bits, throttle return spring 116.91; Casey's, fuel 29.00; Tilden City, utilities 69.11; Clearwater Market, dish soap, toilet paper 10.54; Constellation Gas, heating fuel 370.12; D & M Machinery, washers, lynch pins 172.21; Dean's Market, toilet paper 6.99; Elkhorn Rural Public Power District, electricity 355.88; Farmer's Pride, heating fuel 692.60; Frontier Communication, telephone service 396.33; Great Plains Communication, telephone service 264.74; Green Line Equipment, fuel filters, heater, antifreeze, oil filters, cutting edge, plow bolt, filter kit, HY-GARD, cap, O-ring, hand primer, TORQ-GARD, equipment repair labor 3224.15; Island Supply, oxygen & acetylene 357.72; JEO Consulting, general engineering fees 10,191.50; Jonny Dodge, oil changes, repaired steering axle, complete service, repaired airline, changed fuel filters 1608.28; K & S Door, cable, splice sleeve, tip sleeves, wound spring, labor, travel cost 133.45; Kayton International, hub cap 7.65; Lawson Products, safety glasses, loosener, glass cleaner, tool set, drill set 232.10; Lichtenberg Tire, tires 3854.57; Madison National Life, county matching 32.60; Matt Friend Truck Equipment, labor, shop supplies, solenoid, 12V wench motor, freight 1041.86; Medical Enterprises, drug testing expense 70.00; Meisinger Oil, fuel 1330.50; NACO, Cobra premium/administration fee 926.34; Nebraska Public Power District, electricity 300.48; Neligh Auto, mud flap, power steering fluid, service chamber, oil filters air filters, windshield wash, repair kit, cap screw, nut, coupler, clamp, heat shrink, battery terminal 303.30; Netcom, radio repair 40.00; NMC Exchange, labor and parts to remove & install alternator 1186.70; North Central Public Power District, electricity 602.67; Northeast Glass, windshields 640.00; Northeast Nebraska Telephone Company, telephone service 101.23; Quality Iron, ACT/MC, tube 86.90; RDO Truck Center, oil change, inspection, install wipers, side marking, full service, labor, miscellaneous parts 594.52; Road Builders Machinery, repair manifold exhaust leak, annual inspections, repair wiring, labor/parts 5572.94; Ryan's Truck, fuel filters, ECM hookup, troubleshooting, crank sensor, clutch brake, shop supplies, seals, BRG kits, brakes, oil, flange, U-joint, relay valve, oil pan, pan gasket, oil filter, freight, quick repair leaking valve, starter relay, labor 6156.56; Sapp Brothers, fuel, grease cart 2541.10; Verizon Wireless, telephone service 215.07; Brunswick Village, utilities 93.00; Clearwater Village, utilities 67.50; Orchard Village, utilities 82.50; Reinke's Farm, shop supplies/parts, labor 291.82.

**Reappraisal:** International Association of Assessing Officials, assessment administration, student reference manual 162.84; NACO, BOE Workshop registration 35.00; Nebraska Property Assessment, Grading & Condition classes, Manufactured vs. Modular vs. Stick Homes classes, registration fee 535.00; Quill Corp, copy stamp, post-its, covers, label tape, colored pens, colored paper, card stock, file pockets, frame, pre-inked stamp, envelopes 783.31.

**Register of Deeds:** MIPS, data processing 309.90.

**Disaster Flood:** B's Enterprises, spiro culverts 20,007.50; Beckman Lumber, rock 2570.44; Bomgaars, hitch pins, ball mounts, hitch clips, multi-ball mount, proties, snow fence, T-post, recovery strap, magnetic case, self-drill screws, adaptor, safety fence 5084.69; Bygland Dirt, crushed concrete 2537.76; Casey Dittrich, distance measuring instrument, hub for sign computer 659.09; Cubby's, fuel 573.92; Dusty's, fuel 202.52; Emme Sand, road gravel, oversize rock 36,241.83; Equipment Blades, Sharq mounting board, hammer, wedge tool, wedge pin, Sharq RAM, Sharq 9300 1164.90; Farmer's Pride, fuel 25,556.88; Larry Funk Farms, hauled materials, labor for hours in tractor/knuse scoop 5142.50; Cory Furstenau, machine hire 962.50; Hinrichsen Sand, bank run 21,301.62; Jebro, patching oil 4610.81; JEO Consulting, general engineering 19,368.75; Just'In Time Trucking, trucking/hauled materials 3750.00; Allen Keetle, rock 3142.00; Kyle Kester, hauled bank run 850.00; Aaron Kinnan, water, Powerade 570.50; Klabenes Construction, machine hire 35,985.00; Lichtenberg Tire, tires, tire mount/dismount, O-ring, tire disposal fee, service call, R&R spare, miscellaneous shop supplies, flat repair, valve stem, labor 1319.63; George Majerus, machine hire 11,812.50; Matteo Sand, crushed brick, road gravel, small rock, delivery charge, armor coat 22,308.96; James Meis, machine hire 700.00; Greg Meyer, ran road drag south of royal 404.81; Mitteis Gravel, road gravel, dirt, trucking 12,271.41; Mr. S's, fuel 752.45; Nebraska Department of Transportation, 500 tons millings 4250.00; Paul Beckman Trucking, hauled red rock 1043.90; Pelster Sand, machine hire/road repair 3400.00; Pollock Redi Mix, flowable fill, trucking 362.50; Precision Glass, install customer glass 180.00; Quick Serve, UE, UR, tires, labor mount/dismount, tire balancing 694.57; Randy Reinke, hauled materials 3100.00; Reinke's Farm & City Service, tractor rental 5740.00; Rose Equipment, oil filters, shipping 60.92; Royal One Stop, fuel 906.80; Road Builders, tractor rental 13,000.00; Rutjens Construction, clay dirt, backhoe hours 890.35; RVN Trucking, hauled materials 6600.00; Ryan's Truck, replace and install radiator, parts/labor 2309.39; Sanne Service, air bag, labor to remove/replace air bag, labor to remove driveline and install new hanger bearings, labor to remove mud from under vehicle/wheels, labor to install/repair ball joints 871.17; James Schiltmeyer, hauled materials 1400.00; Scotty's Manure, hauled dirt 19,562.50; Simons Trucking, hauled dirt 5750.00; Wex Bank, fuel 136.66; Smith Construction, machine hire 1800.00; Spencer Quarries, rip rap, ballast 2198.18; Spud Trucking, machine hire 49,219.20; Tinsley Grain, white rock, red rock 20,563.08; Two Rivers Irrigation, hours for backhoe and bobcat, mileage 750.00.

**Law Enforcement:** AMH Family Practice, inmate doctor visit 92.00; Applied Connective Technologies, troubleshoot Sally port cameras, service order charge 1586.76; Boyd's Network Solutions, labor and materials to install outlets 388.91; Cash-Wa Distributing, gravy, broccoli florets, Pollock burgers, ice cream cups, juice, turkey breast, pork patties, chicken patties, salt, garlic, catsup, pork & beans, diced peaches, mandarin oranges, pear slices, pasta sauce, mayo, BBQ sauce, peanut butter, gelatin, flour, sugar, oatmeal, milk, toilet paper, chicken leg quarters, ham, corn oil, pasta noodles, food storage containers, cabbage slaw, biscuit dough, tater tots, applesauce, pineapple, pudding, yeast, French fries, cheese slices 5701.96; Columbus Community Hospital, hospital visit for inmate 1178.96; Dean's Market, hamburger patties 306.06; Dollar General, Kool-Aid 21.00; Elkhorn River Farms, potatoes 60.00; Faith Regional Physician Services, inmate doctor visits, physical for training 2002.00; Hiland Dairy, milk 291.96; Page My Cell, one-year service (Dispatch to Text 250) 3000.00; Platte County Detention, inmate boarding costs 250.00; Culligan of Norfolk, water cooler, refill bottles 113.50.

**Commissary:** Bob Barker Co, cotton swabs, gloves, toothbrushes, playing cards, soap box, basketball, stomach relief medications 548.98; Cash-Wa Dist, popcorn 51.70; Pinnacle Bank, bottled water, deodorant, filler paper, lotion, DVDs, football, soap, sandwich crackers, toothpaste 219.25.

**Building:** Boyd's Electrical Service, labor/parts to repair basement transformer after water damage 370.56; O'Neill Pest Control, pest control 85.00.

**General Payroll:** Total Payroll, 95,961.78; AFLAC, insurance 880.96; Ameritas, retirement 14,451.05; BC/BS, insurance 63,638.04; Colonial Life, insurance 3.25; Federal Withholding, 9597.45; 1<sup>st</sup> Concord Benefits, insurance 583.33; Garnishment, 1525.57; Liberty National, insurance 39.17; Madison National Life, insurance 48.22; State Tax, 4080.03; NACO Vision, insurance 513.10; Social Security, 19,298.10; Washington National, insurance 722.72.

**Road & Bridge Payroll:** Total Payroll, 68,017.92; AFLAC, insurance 181.87; Ameritas, retirement 9407.39; BC/BS, insurance 25,636.56; Colonial Life, insurance 18.00; 1st Concord Benefits, insurance 345.83; Garnishment, 454.06; Federal Withholding, 6866.73; Liberty National, insurance 70.92; Madison National, insurance 21.84; State Tax 2856.82; NACO Vision, insurance 147.15; Social Security, 13,590.20; Washington National, insurance 302.80.

## **Road Superintendent Report:**

### **Tractor Bids will be at 10:15 AM**

**Underground Permit:** Motion by Commissioner Henery, seconded by Commissioner Bentley to approve the application for underground permit submitted by Great Plains Communications to place a permanent fiber optic line beneath and along 515<sup>th</sup> Avenue between Sections 11 & 12, 13 & 14, 23 & 24 in Township-Range 23-8 and along 841<sup>st</sup> Road between Sections 26 & 35 in Township-Range 24-7, Antelope County, Nebraska. Grain Management is owner. They are to borer under all intersections, culverts and structures. Fiber optic cable to be placed for carrying data. All work to be done according County and State specs, including 48 inches below road surface. Voting aye: Smith, Bentley, Jacob, Henery and Borer. Nays none. Motion carried.

**GPS Contract** was signed by Tom Borer. It will be shipped out sometime this week. Once they are in hand, Earl with NetCom will be doing the install.

**Invenergy Road Use Agreement:** Nat Drucker, presented today with a revised copy of the Road Use Agreement for the Thunderhead Project. This was sent to the Commissioners last week. He believes all of the changes discussed previously is included in the verbiage. There is not a map included with the RUA at this time. It is being worked out right now, they do not have any definite road use plan. Casey believes most of his questions/discrepancies have been addressed including the special assessment. Item #40 address the compensation of the Road Superintendent if the need arises. #41 talking about the lay down lot – is listed as to have the location addressed as to vehicle traffic in the laydown area. County Attorney, Joe Abler noticed a typographical error in Paragraph 37, Invenergy will make the corrections before it is signed. Motion by Commissioner Henery, seconded by Commissioner Jacob to approve and accept the Road Use Agreement with the addition of the map and roads listing at a future date. Voting aye: Henery, Jacob, Smith, Bentley and Borer. Nays none. Motion carried.

## **COUNTY ROADS USE AGREEMENT**

**THIS COUNTY ROADS AGREEMENT** (the "Agreement") is made and entered into as of this 14<sup>th</sup> day of May, 2019, by and between Antelope County, Nebraska, whose address is 501 Main Street, Neligh, Nebraska 68756 (hereinafter referred to as the "County"), and Thunderhead Wind Energy LLC, whose address is c/o Invenergy LLC, 1 S. Wacker Dr., Suite 1800, 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 Neligh, 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, subcontractors, successors, assigns, or any person under the direction or control of Thunderhead Wind Energy LLC;

**WHEREAS**, Developer has developed plans and intentions to construct (and later operate) the Wind Farm Facility utilizing county roadways and highways for construction of the Wind Farm Facility;

**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 conditional 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 Work.

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

1. For purposes of this Agreement:

a. The term "Work" means construction of the Wind Farm Facility, including the erection of towers, installation of turbines, collection systems, transformers, and transmission lines, necessary for the generation and conversion of electricity.

b. The term "Road Maintenance" means 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 necessary for, or related to, the Work. 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 Superintendent's 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. For the avoidance of doubt, "Road Maintenance" shall not include Site Preparation, as defined in Section 1(f) below, or snow removal.

c. The term "2019 Construction Period" means the period beginning at the commencement of earth moving work for the Wind Farm by Developer and ending December 31, 2019. Developer shall not commence Road Maintenance during the 2019 Construction Period until it has complied with the requirements of Section 4.

d. The term "Final Construction Period" means the period beginning on the date noticed by Developer for commencement of the Final Construction Period and ending on the earlier of (i) the commercial operations date of the Wind Farm Facility, or (ii) County's receipt of written notice from Developer that it has ceased performance of the Work. For the avoidance of doubt, the Final Construction Period shall not include the 2019 Construction Period, or any period between the 2019 Construction Period and the commencement of the Final Construction Period. Developer shall not commence Road Maintenance during the Final Construction Period until it has complied with the requirements of Section 5.

e. The term "Construction Periods" means the 2019 Construction Period and the Final Construction Period collectively.

f. The term "Site Preparation" means inspections, surveys, geotechnical investigation for Road Maintenance or Work. Site Preparation shall not require or utilize heavy equipment or machinery that may adversely affect roadways.

g. The term "Impacted Roads" shall have the meaning set forth in Section 2 below.

2. Developer and County agree the County roadways/highways utilized by the Developer during the performance of the Work shall only be those identified on the map attached as "Exhibit A" (hereinafter referred to as "Impacted Roads").

3. Developer shall use commercially reasonable efforts to complete the Work by the commercial operations date of the Wind Farm Facility; provided, however, that the time for completion shall be extended by a reasonable period to account for (i) any Force Majeure (defined below) which delays the Work or (ii) delays in the performance of the Work caused by third party contractors performing the Work.

4. Prior to the commencement of the 2019 Construction Period, Developer shall present to the County its plans for all material Road Maintenance it intends to perform upon roads impacted by the performance of the Work during the 2019 Construction Period. Within twenty (20) days of receipt, County shall have the County Highway Superintendent review, and inspect such plans prior to approval, provided that such approval is not to be unreasonably withheld, conditioned or delayed. Following review and approval of the planned Road Maintenance with respect to the 2019 Construction Period, Developer shall deliver notice of commencement of the 2019 Construction Period prior to the commencement of the same.

5. Prior to the commencement of the Final Construction Period, Developer shall present to the County its plans for all material Road Maintenance it intends to perform upon roads impacted by the performance of the Work during the Final Construction Period. Within twenty (20) days of receipt, County shall have the County Highway Superintendent review, and inspect such plans prior to approval, provided that such approval is not to be unreasonably withheld, conditioned or delayed. Following review and approval of the planned Road Maintenance with respect to the Final Construction Period, Developer shall deliver written notice of commencement of Final Construction Period prior to the commencement of the same.

6. Developer shall, at its expense, perform the Road Maintenance (i) promptly following the end of the 2019 Construction Period, with respect to any damage caused during the 2019 Construction Period, and (ii) promptly following the completion of the Work, with respect to any damage caused during the Final Construction Period.

7. Developer shall, at its expense, perform any site area clean up necessary to restore Impacted Roads to serviceable condition as a result of any Site Preparation, Work, or Road Maintenance, (i) promptly following completion of Road Maintenance for the 2019 Construction Period, and (ii) promptly following completion of Road Maintenance for the Final Construction Period.

8. Following written notice from Developer that it has completed the performance of Road Maintenance of any road(s) surface, subsurface, culverts, bridges, drainage tiles, drainage facilities and adjacent ditches in accordance with this Agreement, County shall within thirty (30) days of receipt of such notice issue a resolution accepting responsibility for any

continuing maintenance of such facilities, in form and substance similar to the resolution attached hereto as Exhibit B. For the avoidance of doubt, County shall not be required to wait until all Road Maintenance is finished, but may instead issue multiple resolutions as the Road Maintenance of certain designated batches of Impacted Roads are completed, provided that the Developer shall have the right to designate any batch of Impacted Roads Developer deems ready for acceptance by the County.

9. Developer and County shall agree as to the condition of Impacted Roads prior to the commencement of each of the Construction Periods. Prior to submitting its plans for Road Maintenance, Developer shall conduct Site Preparation necessary to assess the current state of existing roadways. Developer shall make video recordings and photographs of the current conditions of all Impacted Roads as designated on Exhibit A, will be undertaken by the Developer, at its expense and provided to the County for their review and retention prior to the commencement of each of the Construction Periods. 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 and/or surveys if County reasonably believes the recordings/photographs are inadequate representations of the Impacted Roads current conditions.

10. 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 performance of the Work 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 place reasonably appropriate warning signage and 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. Developer shall not be responsible for any degradation of or damage to any roads occurring (i) prior to commencement of the 2019 Construction Period, (ii) after the County has accepted responsibility (pursuant to Section 7) for any roads impacted during the 2019 Construction Period, but prior to the commencement of the Final Construction Period or (iii) after the County has accepted responsibility (pursuant to Section 7) for any roads impacted during the Final Construction Period.

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

12. 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.

13. At all times during each of the Construction Periods (but not for any time period in between the Construction Periods), Road Maintenance work, road improvement work, or repair work as described herein, 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 during Road Maintenance or either of the Construction Periods, Developer shall promptly 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.

14. If, during the course of Road Maintenance or either of the Construction Periods, 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 immediately remediate the hazard, if feasible, and shall place reasonably appropriate warning signs pending the remediation of the hazard prior to dusk on the day it receives notice of the hazardous condition(s) from the County (or promptly if such notice is received after dusk).

15. Developer agrees that the costs associated with Road Maintenance are the sole responsibility of the Developer. At least thirty (30) days prior to the commencement of Work on any road(s), Developer shall agree to present to the County Road Superintendent road improvement plans for such road(s) 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.

16. 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.

17. 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.

18. The County reserves the right to request any road improvements remain in place after the completion of the Work during the Final Construction Period. 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 the Work and the County shall adopt a resolution accepting responsibility for such road improvements pursuant to Section 7.

19. 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 Road Maintenance, or any related Work, Site Preparation or clean up. 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 Work, 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 the Work, road improvements and/or repairs. The County shall be named as additional insured on the policy.

20. 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; provided that the Developer apply for and obtain any such needed permits from the County, at the sole expense of the developer.

21. Developer shall ensure that its contractors, subcontractors, material suppliers and their respective transport providers transporting oversized (over width and overweight) loads, use the Impacted Roads designated on Exhibit A during daylight hours only and shall display slow moving vehicle emblems and provide escort vehicles and related safety warning signage and lighting as required by federal, state and local highway rules and regulations.

22. 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.

23. Developer agrees to hold the County, County Commissioners 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 Work, or as a result of Developer's negligent performance or intentional failure to comply with the terms and obligations set forth in this Agreement.

24. Application of the terms and obligations of this Agreement are limited to the performance of the Work 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 and/or warranty work on the Wind Farm Facility, then the Developer shall be responsible for any road damage caused by any such maintenance and/or warranty work. Furthermore, the Developer shall agree to inform any contractor, subcontractor, agent, etc. that is contracted to perform any future maintenance and/or warranty work to use only the Impacted Roads designated in Exhibit A. In addition, for future maintenance and/or warranty work after the Work 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 road agreement with the County shall be required.

25. 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.

26. Issue Resolution. In the event there are issues raised by the County Road Superintendent regarding the performance of Road Maintenance by the Developer those issues should be directed in writing (hard copy or electronic) to the Developer. Resolution of the complaint should be complete within three (3) days from receipt unless another time period is agreed to between the parties. If the resolution of the issue cannot be reasonably completed within three (3) days both parties shall agree upon a timeline for remedy and communicate that in writing.

27. 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.

28. 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.

29. 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 email or facsimile transmission to a facsimile number; provided, however, that notice sent via email or 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.

30. 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 email or telecopier shall be as effective as delivery of a manually signed counterpart to this Agreement.

31. 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; unusual, unseasonable, severe or extreme weather which meets or exceeds the extremes of normal historical weather conditions for the area; 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.

32. 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.

33. 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 assume and 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.

34. 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.

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

36. Financial Assurance. Not less than fifteen (15) days after execution of this Agreement, Developer shall provide the County with a performance bond issued by a sound financial institution in a form reasonably acceptable to the County in the amount of Three Million Dollars (\$3,000,000). 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 the end of the Final Construction Period, 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 be split between the Developer and the County.

37. Developer and County agree that in the event the Developer, its contractors, subcontractors, agents, successors or assigns breaches this agreement by utilizing a road **not specifically listed or included** upon Exhibit A for purposes of the Work, utilizing any vehicle(s) or equipment(s) with a GVWR of 12,000 pounds or more, or any vehicle(s) with a combined three (3) or more axles, the Developer will be assessed a penalty in the amount of \$2,500.00 for each occurrence. Specific exceptions may be granted with written consent from the County Road Superintendent that are acknowledged not to create significant additional impact to roads.

38. Developer and County agree that in the event the Developer, its contractors, subcontractors, agents, successors or assigns breaches this agreement by utilizing a road **not specifically listed or included** upon Exhibit A for purposes of the Work, utilizing any vehicle(s) or equipment(s) with a GVWR of 12,000 pounds or more, or any vehicle(s) with a combined three (3) or more axles, and Damage to the road surface or any part of the county right of way occurs as a result, the Developer shall at its expense repair or restore, or cause to be repaired or restored, any damage(s) to roads caused by the use and breach, returning the roadway and any part of the county right of way to their original conditions as is reasonable. Developer and County acknowledge that roads subject to this provision are not subject to paragraph eight (8) of the Agreement, but the Developer will be liable for the repairs as is reasonable to insure safe travel by the general public. These repairs are to include damage specifically caused by construction activities associated with the Work 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 any degradation of the road(s) surface, subsurface, culverts, bridges, drainage tiles, drainage facilities and adjacent ditches. If any damage caused by the Developer requires the County Road Superintendent to inspect, review, certify or supervise any repairs, Developer shall reimburse the 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.

39. Developer and County agree that in the event that Work by the Developer causes conditions of a county road to be deemed unsafe for travel by the general public and this is communicated to the Developer by the County Road Superintendent that a road must be closed, the following procedure will be implemented:

a. Developer shall properly sign the road as closed as soon as reasonably possible, unless agreed to by both parties that the County will place signage indicating the road is closed.

b. Developer shall at its expense and as immediately as reasonably possible repair or restore, or cause to be repaired or restored, any damage(s) to roads caused by the Work, returning the roadway and any part of the county right of way to a condition deemed safe for public travel, as reasonably determined by the County Road Superintendent.

c. Developer shall have twenty-four (24) hours to remedy the issues causing the road closure. If the road is not deemed to be in a condition safe for public travel within 24 hours of the County Road Superintendent communication the need for a road closure to Developer, the County Road Superintendent may at his discretion assess a special assessment against Developer in the amount of \$2,500 per mile per day until the road is deemed safe for travel by the general public

40. Exceptions to closure are damages or delays to repair caused by Force Majeure events, closures due to road upgrades and repairs anticipated as part of the Work, or other Work agreed to by the County Road Superintendent as an exception Developer shall pay a non-refundable special assessment in the amount of Twenty-Five Thousand Dollars (\$25,000) to defray County employee time related to the supervision of Road Maintenance or Work conducted by Developer, which shall be due prior to commencement of any Road Maintenance.

41. Developer shall coordinate with the County Road Superintendent regarding the location of the laydown yard and commencement of delivery of equipment and materials to and from the laydown yard for purposes of managing traffic impact.

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

Antelope County, Nebraska

\_\_\_\_\_/s/ Tom Borer \_\_\_\_\_

By: Tom Borer, Chairman  
Antelope County Board of Commissioners

ATTEST:

\_\_\_\_\_/s/ Lisa Payne \_\_\_\_\_

By: Lisa Payne  
Antelope County Clerk

EXHIBIT A

**DEVELOPER:**

Thunderhead Wind Energy LLC

#### EXHIBIT B RESOLUTION

In accordance with the County Roads Use Agreement (the "County Roads Use Agreement"), between Antelope County and the Developer, as defined therein, Developer has maintained and restored County roads to the as-found condition or better for the County roads identified on the attached Exhibit A. The County roads listed on Exhibit A were reviewed jointly with representatives of Developer and the County and were confirmed to meet or exceed the as found condition.

Accordingly, upon approval of this Resolution by the County Board, the responsibility for maintenance of these roads will revert to and shall become the responsibility of Antelope County, and except for the conditions stated herein, all obligations of the Developer pursuant to the County Roads Use Agreement will terminate for County roads listed on Exhibit A. County roads which are not yet complete will continue be the responsibility of Developer until such time as they meet all requirements for the design of roads being upgraded and/or road condition meets or exceeds the as-found condition of the roads.

IT IS HEREBY RESOLVED, that Antelope County accepts responsibility for road maintenance as shown on the attached Exhibit A with the following conditions:

Bridges utilized in the performance of the Work and included in the County Roads Use Agreement will be inspected by the County Engineer. Any damage noted and attributed to the Work will continue to be the responsibility of the Developer.

Re-vegetation of road ditches and County right of way property remain the responsibility of Developer until such time as greater than 70% coverage is achieved with a seed mix acceptable to the County.

**Insurance Bids Follow-up:** Chad Svoboda with Svoboda Benefits Group met with the Commissioners regarding the bids submitted last week. He recommends continuing with a fully insured plan for this year and working into a self-funded plan. He voiced his recommendation of United HealthCare. Chad Svoboda again stated he had solid valid guaranteed quotes, and did not understand why the other bidders did not have solid quotes last month. Lengthy discussion on the merits of the plans presented and the direction that is correct for Antelope County to go. Various options discussed.

Jocelyn Osborne, Executive Director, with NE **Nebraska RC&D** met with the Commissioners for an annual report and update. She reviewed the various activities sponsored by the RC & D. They include: Weed Management, Grant Writing Workshop, Household Hazardous Waste, Recycling promotion and implementation. Bee-friendly is coming up. The Antelope County representatives for Nebraska RC&D are John Shively, Alexandra McClanahan and Ronald Marshall.

**Tractor Bids:** Gary Borer, Kayton International; Bill Marx, Marx Repair LLC; Matt Henery, John Deere were in attendance for discussion. Discussion of various tractor options, warranties, new vs used, and financing options. Motion by Commissioner Bentley, seconded by Commissioner Jacob to purchase the Kayton IH MX285 with 3700 Hours (this tractor has new tires) for \$78,000.00. Voting aye: Bentley, Jacob, Smith, Henery and Borer. Nays none. Motion carried. Discussion of financing option was tabled until the second tractor purchase was decided – to allow for the possible inclusion of both tractors with one payment option. More discussion about advantages/disadvantages to various tractor options. Motion by Commissioner Jacob, seconded by Commissioner Bentley to purchase McCormick 6470 Tractor from Marx Repair LLC for \$85,000.00. Discussion on financing this is a new tractor and has 0% financing for 4/years. Motion by Commissioner Jacob amending motion to add the financing for 0% financing for 4 years, seconded by Commissioner Bentley. Voting aye on the amendment: Jacob, Bentley, Henery, Smith and Borer. Nays none. Motion carried. Vote on the original motion to purchase the McCormick 6470 Tractor, voting aye: Jacob, Bentley, Smith, Henery and Borer. Nays none. Motion carried. Discussion on financing of the \$78,000.00 for the Kayton Tractor. Motion by Commissioner Henery, seconded by Commissioner Jacob to approve the 3.5% interest for 3 years with the Bank of Elgin. Voting aye: Henery, Jacob, Smith, Bentley, and Borer. Nays none. Motion carried.

**2019-2020 Insurance** discussion follow-up. Continued discussion. It was shared the ‘County’ could change insurance carriers at any time, it would not have to be at the July 1 fiscal year. We could continue to search for a more affordable option. Motion by Commissioner Henery to stay with NACO Blue Cross Blue Shield, with the \$1,500.00 deductible, as it is currently. No changes to current options. Motion is seconded by Commissioner Jacob. Voting aye: Henery, Jacob, Bentley, Smith and Borer. Nays none. Motion carried.

#### **Oil Road Repairs – repair, grind, maintain**

Discussion of all of the asphalt road repairs was held. Over the last week the Commissioners and Road Superintendent reviewed all of the Asphalt or Hard Surface Roads for current conditions. Today, a quick overview shows: 28 miles (16%) are beyond repair (shown in red); 27 miles (15%) are fixable pushing County ability to repair (shown in yellow) and 122 miles (69%) maintaining using current equipment and milling and mix. Today we are making a viable plan to keep the roads maintainable and traffic functioning. It was discussed that a ¼ mile to a ½ mile of red needs to be repaired if it is surrounded by green roads.

Lengthy and in-depth discussion on various roads, their conditions, uses and maintainability discussed. The conclusion of the following list was decided.

##### **Grind:**

866<sup>th</sup> Road from 527<sup>th</sup> to 531<sup>st</sup> Avenue (4 Miles) – use millings on 531<sup>st</sup> Avenue from 858<sup>th</sup> – 857<sup>th</sup> Road (1-1.5 Miles)

866<sup>th</sup> Road will be stabilized with Sinclair Type Material

837<sup>th</sup> Road from Highway 14 to 523<sup>rd</sup> Avenue (2 Miles)

527.5 Avenue from 837<sup>th</sup> – 838<sup>th</sup> Road (1 Mile)

Millings to be used to overlay 839<sup>th</sup> Road from 527<sup>th</sup> – 527<sup>th</sup> Avenue (1.5 Miles)

527<sup>th</sup> Avenue from Oakdale Cemetery to 841<sup>st</sup> Road (3ish Miles)

##### **Overlay with Asphalt:**

531<sup>st</sup> Avenue from 857<sup>th</sup> – 858<sup>th</sup> Road (see above - up to 1.5 miles)

839<sup>th</sup> Road from 526<sup>th</sup> – 527<sup>th</sup> Avenue (see above - up to 1.5 miles)

854<sup>th</sup> Road from 527<sup>th</sup> – 529<sup>th</sup> Avenue (1.5 miles on Antelope County, .5 Miles Invenergy)

851<sup>st</sup> Road from 511<sup>th</sup> – 513<sup>th</sup> Avenue (1.5ish miles)

No other issues to discuss.

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

Meeting adjourned at 12:14 PM.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Chairman of the Board, Tom Borer

Attest: \_\_\_\_\_  
County Clerk, Lisa Payne