

June 13th, 2017
Antelope County Board of Commissioners
Neligh, Nebraska

The Antelope County Board of Commissioners convened in extra regular extra session on Tuesday, June 13, 2017 at 8:00 AM in the County Commissioner's Room, Antelope County Courthouse Annex, Neligh, Nebraska. Meeting was called to order by Chairman Kerkman, with the following board members responding to roll call: Schindler, Jacob, Henery, Schwager, and Kerkman. Chairman Kerkman 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.

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.

Pledge of Allegiance was recited.

Vendor claims were reviewed.

9:03 AM. Motion by Commissioner Schwager, seconded by Commissioner Henery to pay all claims except claim to Judy Stearns. The claim is for \$20.00 to have her car inspected, following an incident in which she thought her vehicle might have damage. No damage was discovered. Voting aye: Schwager, Henery, Schindler, Jacob and Kerkman. Nays none. Motion carried.

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

Joe Ablor, meals for NECAA conference 35.24; Antelope County Court, court costs, speeding ticket 412.00; Antelope County District Court, court costs 69.00; Antelope County Sheriff, fees to serve subpoenas 58.17; Appera, micro-swipes, dust mops, service charge 93.77; Applied Connective, labor to fix printer 165.00; Bear Graphics, mortgage record binders, survey record binder 301.26; Black Hills Energy, heating fuel 670.95; Bob Barker Company, pants, protective hoods 292.82; Bomgaars, max lawn & weed feed, hoses, motor oil, oil filter, tail light 208.29; Boyd's Network solutions, Avaya phone system 19072.55; Eleanor Brady, prior service 25.00; Dean Brown, prior service 25.00; Carhart Lumber, lumber 7.99; Carney Law, attorney fees 3255.62; Casey's General, fuel 391.13; Elgin City, monthly recycling fee 250.00; Neligh City, electricity, water, garbage, monthly recycling fee 3644.70; Clearwater Record, public notices, meeting notices, board of adjustment, noxious weed notice, open house retirement party notice, road closing hearings, board of equalization 377.88; Comfort Inn, room charge 629.70; Consolidated Management, meals at training center 232.29; Country Inn, room charge 198.00; Creston Fertilizer, fertilizer 262.50; Cubby's, fuel 298.65; Custer County Sheriff, fee to serve papers 6.00; Das State, network service charges, data processing 573.68; Dataspec, yearly fee for Vetraspec Program 399.00; Dean's Market, ground beef, orange juice, fruit cocktail, 294.82; Digital-Ally, cables 39.00; Dollar General, Lysol, bleach, brown sugar, syrup, 45.60; Dugan Forms, TerraScan receipts, freight 432.00; Dusty's, fuel 448.50; Eakes Office, tape, wire screens, typewriter ribbons, printwheel, stapler, chair, sandwich bags 653.91; Elgin One Stop, fuel 162.85; Elgin Review, retirement party notice, board of equalization, road closing hearings, personal property taxes, personal property returns, homestead exemption application, board of adjustment, planning commission, 288.49; Elite Office, troubleshooting, copier, monthly maintenance agreements, ink cartridges, 4209.18; Elkhorn River Farms, potatoes 108.00; Fitzgerald, Vetter & Temple, attorney fees 1892.12; Flenniken Electric, labor for installing a new ballast, labor to install light on flag pole, light, PVC, strain relief, connector, couplings, two hole strap, 1153.19; Frontier Communications, telephone service 2179.84; G & B Sprinklers, inspect system, rotary sprinkler heads, spray heads, spray nozzles 643.50; Bryon Gloe, witness meal 9.00; Great Plains Communications, telephone service 190.00; Tessa Hain, postage, parking fees, overnight meal 21.13; Hall County Sheriff, mileage, fees 27.04; Heartland Fire, six year maintenance and refill, annual fire extinguisher inspection and recertification, O-ring 889.79; Holiday Inn, room charge 189.90; Hughes Construction, service calls, mileage, thermostat installation 1068.870; Nadene Hughes, prior service 14.00; Iowa Prison Industries, decals for transport van 324.56; Jonny Dodge, oil changes, tire rotation, 16-point inspections, replace leaf on leaf spring 387.22; Lyle Juracek, labor to bolt exercise equipment to floor 25.00; Frank Kamphaus, prior service 16.00; Bob Krutz, mileage for planning commission meetings 149.80; Lazy T Tire, relay switch 9.53; Madison Co Sheriff, subpoena fees 6.00; Mamas' And Nanas', juror meals 45.73; Marvin Planning Consultants, additional meeting for regulations update 750.00; Microfilm Imaging, monthly rent for scanning equipment 87.00; David Miller, mileage for planning commission meetings 64.20; MIPS, data processing 669.72; Morland, Easland & Lohrberg, attorney fees 831.36; Moyers Department Store, remove and add name to polo shirt 10.00; NACO Planning Association, 2017 dues 30.00; National 4-H Council-Supply, clover kid activity book 19.91; NACO, county association membership dues 2310.14; Nebraska Bean, kidney beans 24.00; Nebraska Health & Human Services, mental health evaluations 273.00; Nebraska Law Enforcement, firearms instructor recertification 70.00; Neligh Auto, fuse 2.49; Neligh News, retirement party notice, board of equalization, road closing hearings, board of adjustment, planning commission 375.80; Nirma, general liability 82,712.00; Office Depot, DVD sleeves, handbook covers 44.77; Donna Payne, prior service 25.00; Phyllis Perdew, mileage for planning commission meetings 74.90; Petty Cash-Clerk, three vehicle titles, DMV fees Casey Dittrich 33.00; Petty Cash-Sheriff, postage 24.99; Pierce Co Sheriff, fees for documents served 79.02; Pinnacle Bank, room for supervisors at jail conference, cleaning supplies 122.58; Pitney Bowes, postage 1131.90; Pitney Bowes, ink 169.99; Orchard News, meeting notices, planning commission, board of adjustment, notice of bids, board of equalization, road closing hearings, retirement party notice, noxious weed notice 306.59; Protex Central, courthouse fire alarm inspection 162.50; Quill Corporation, tape, envelopes, toner, pens, receipt book, adding machine tape, stapler, d-ring binders, paper clips, hole reinforcements 1046.46; Kurt Rakow, mileage for planning commission meetings 96.30; Ramada Inn, room chargers for jail standards conference, two night stay (weed department) 502.00; Region IV, first quarter mental health and substance abuse services contribution 5820.50; Schroeder Surveying, surveyor fees for S4-T26-R5 260.00; Caroline Siems, prior service 25.00; Wex Bank (Sinclair), fuel 653.84; Swanson Spray Foam, 2" insulation on interior of shed, walls & roof 7760.00; Chuck Thiemann, mileage for mowing 60.00; Three & Co Baking, cake for retirement party (Ron Marshall) 40.00; Thriftway Market, orange juice, yogurt, popsicles, bananas, refillable bottle, notebook, envelopes, cups, toilet paper, furniture polish, comet, Lysol, air fresheners, paper towels, glass cleaner 67.90; Top Quality Gloves, gloves 154.80; Uline Shipping, labels for meds, Clorox wipes refills, freight 149.53; UNL It's Communications, internet for iPad 182.08; US Cellular, telephone service 325.42; Verizon Wireless, telephone service 32.51; Clearwater Village, monthly recycling fee 250.00; Warren Garage Door, drop tested fire door 59.00; Bonita Welke, prior service 22.00; Winners Circle, plaque for Ron Marshall's retirement 48.19; Greg Wortman, mileage for planning commission meetings 160.50; Clearly Communications, SIP Trunks phone line quantity change 132.00; Nancy Schramm, court reporter transcript fees 3471.00;

At Large: ATCO International, remarkable white flags 876.40; B's Enterprises, dimple bands, riveted culvert elbow 10,917.85; Bygland Dirt Contracting, crushed concrete fines 778.88; Carquest, lube, bits, steel rivets, saw blade 95.07; Central Valley Ag, grease, fuel 256.80; Creston Fertilizer, Durango chemical 82.45; Cubby's, fuel 96.16; Casey Dittrich, yellow emergency warn hazard security strobe, driver record 102.00; Elkhorn Public Power, electricity, work order 1528.70; Emme Sand, road gravel 2690.43; Farmer's Pride, fuel 2534.82; Randy Finch, CDL, learners permit, test 120.00; GIS Workshop, simple culverts first year subscription & license 2000.00; Green Line Equipment, equipment rental 625.00; Hinrichsen Sand, bank run 4179.53; Hometown Station, fuel 732.13; Island Supply Welding, oxygen 184.14; JC Trucking, rock 2031.29; Jebro, asphaltic oil 37,356.00; JEO Consulting, general engineering, survey, transportation, permitting 4310.00; Edward Johnson, purchase deed/easement 2287.50; Jonny Dodge, DOT inspection, light assembly, switch, brake pot, repaired leaking airline, install union, labor 498.76; Kumm Gas, fuel 394.55; Lazy T Tire, hose end, crimp fee, hydraulic hose 21.84; Lichtenberg Tire, tire repair 5090.50; Marlin Matson, CDL 57.50; Mitteis Gravel, road gravel 23,006.82; Mr S's, fuel 1111.22; Neligh Auto, towels, mud flap 33.66; Neligh Clinic, drug testing for CDL 148.00; Netcom, radio repair 1380.00; Newman Traffic Signs, road signs 2505.34; Nirma, general liability 40,000.00; Northeast Glass, door glass, labor 145.00; Randy Novak, purchase deed/easement 941.20; OK Tire Store, used tire, tube, misc shop supplies, tire changes, labor, tire repair 476.11; On Call, DOT drug screen lab analysis 90.00; Quick Serve, fuel 59.20; Road Builders Mach, ex 410.55; Ross's Repair, antifreeze, labor, annual inspection, axle gasket, wheel seal, oil, wire, shop supplies, flasher unit 865.75; Royal

One Stop, fuel 349.27; Sanne Service, remove and replace fuel filter, hydro oil 124.80; Wex Bank (Sinclair), fuel 1409.80; Spud Trucking, crushed concrete 14,175.60; Gary Thiele, gravel 387.50; Truck Center, air cylinder, freight 271.61; Verizon, telephone service 116.16; Willie's Service, wiper blade assembly, antifreeze 48.05; Schlecht Trucking, rock 11,236.60; AMH Family Practice, drug testing 139.00; Caterpillar Financial, cat purchase pay-off 98,481.41.

Brunswick Area: Frontier Communications, telephone service 77.23; JC Trucking, rock 1961.40; Kumm Gas, fuel 3122.05; Neligh Auto, diesel exhaust fluid, towels 143.92; North Central Power, electricity 130.49; Pellatz Bros, tire repair 15.00; Brunswick Village, water, sewer, trash 93.00.

Orchard Area: Black Hills Energy, heating fuel 142.81; Bomgaars, toggle switch, T-post, 27.94; Emme Sand, road gravel 171.68; Frontier Communications, telephone service 79.62; Green Line Equipment, hydraulic filter, fuel filter 254.92; Kayton International, tooth, adapter, bucket key 195.05; North Central Power, electricity 63.15; Royal One Stop, fuel 283.62; Spud Trucking, crushed concrete 3513.80.

Clearwater Area: Black Hills Energy, heating fuel 71.56; Bomgaars, letters/numbers .79; Elkhorn Rural Public Power, electricity 81.15; Emme Sand, road gravel 2269.03; Farmer's Pride, diesel exhaust fluid, DEF hand pump & hose 748.49; Green Line Equipment, diesel exhaust fluid, equipment rental 669.52; Hinrichsen Sand, road gravel 3125.60; Neligh Auto, 12V accessory plug 2.15; NMC Exchange, sockets 270.18; Northeast Nebraska Telephone, telephone service 108.99; Pollock Redi Mix, rock 361.76; Spud Trucking, crushed concrete 8255.00; Clearwater Village, water, sewer, business 54.00.

Neligh Area: B's Enterprises, spiral culverts, corrugated band 728.00; Bomgaars, glass cleaner, WD-40, duct tape, shop towel, jeans, spring water, fluorescent light bulbs, diesel fluid exhaust, glass cleaner, duplex receptacle, conduit locknut, lamp holder 173.90; Cubby's, fuel 124.97; Carquest of Neligh, mini tri-puller 2.70; Emme Sand, road gravel 385.17; Farmer's Pride, fuel 1564.94; Hinrichsen Sand, road gravel 683.63; Frontier Communications, telephone service 127.26.

Tilden Area: Black Hills Energy, heating fuel 323.57; Tilden City, garbage, sewer, water 104.82; Constellation Gas, heating fuel 243.80; D & M Machinery, funnel, elbows, nipples, ball valve, 3/8" HB, Teflon tape, rags 65.14; Farmer's Pride, fuel 4239.44; Frontier Communications, telephone service 77.55; Matteo Sand, road gravel 626.40; Nebraska Public Power, electricity 137.98; Quick Service, fuel 148.18.

Oakdale Area: Black Hills Energy, heating fuel 60.14; Farmer's Pride, fuel 1378.22; Emme Sand, road gravel 1150.61; Great Plains Communication, telephone service 127.98; Green Line Equipment, filter kit, diesel exhaust fluid 70.51; Matteo Sand, road gravel 277.92; Nebraska Public Power, electricity 46.17; Powerplan, replace battery cable, mileage charge, service accessories 214.58.

Elgin Area: Black Hills Energy, heating fuel 93.36; Carquest of Neligh, fuel, lube 32.50; Central Valley, WD-40, spray slip plates, grease gun tips, washers, screws, drill bits 55.75; Elkhorn Rural Public Power, electricity 48.70; Emme Sand, road gravel 554.35; Great Plains Communication, telephone service 139.96; JC Trucking, rock 12,044.70; Road Builders, mileage, freight, wear kit, strip, labor 508.63; Rueter's Power, O-ring, shipping 17.40; Sapp Bros, fuel 2864.27.

Law Enforcement Bond: Antelope Co Treasurer, repay of payments in October 2016 claim for Bok Financial 249,406.25.

Reappraisal Fund: Quill Corp, margin tabs, adhesive tabs, envelopes, pens, disinfecting wipes, binders, tags 167.90.

Register of Deeds Fund: MIPS, data processing 295.70.

Law Enforcement Fund: Advanced Correctional Healthcare, medication for inmate 15.26; AMH Family Practice, doctor visits for inmates 567.00; Antelope Memorial Hospital, doctor visits for inmates and co-pays 2947.00; Bomgaars, fasteners, game cams, drill bit, bolts, paint brushes, fertilizer, wire, spreader 437.74; Cash-Wa Distribution, salt, spices, pasta sauce, mayo, coffee pot, yeast, sugar, flour, gelatin, gravy mix, lids, cups, bologna, ham, cheese product, cabbage dry slaw mix, fries, pork ribs, chicken breast patty, hoagie buns, diced peaches, tomato juice, applesauce, liners, coffee, ground beef, tater tots, pork loin, chicken, biscuit dough, sliced pears, mandarin oranges, peanut butter, fruit cocktail, oil, frozen pizzas 3185.71; Custom Technologies, e-Cigs 1014.80; Dollar General, granola bars, toothpaste, shampoo, conditioner, coconut oil, Imodium 34.50; Elgin Pharmacy, medication for inmate 5.08; Farner Co, assorted candy bars 182.45; Madison County Sheriff, prisoner boarding expense 1550.00; Pinnacle Bank, antacid, crackers, dairy relief meds, drink mixes, sugar 105.55; Platte Valley Communications, labor to program pagers 390.00; Protocall, phone cards 1050.00; Tri Active America, exercise equipment for inmates 4712.50; Wanek Pharmacy, inmate medications 489.70.

General: Total Payroll, 94,804.96; Ameritas, retirement 14,316.31; Federal Withholdings, 11,303.91; Social Security, 19,074.96; Garnishment, Nebraska child support payment center 544.00; AFLAC, insurance 442.39; BlueCross/BlueShield, insurance 57,937.64; Colonial Life, insurance 58.25; 1st Concord Benefits, insurance 1043.32; Madison National Life, insurance 397.85; Mid-American Benefits, insurance 220.00; NACO Vision, insurance 424.93; Nebraska Department of Revenue, state tax 3682.00; Washington National, insurance 307.65.

Road & Bridge: Total Payroll, 53,187.77; Ameritas, retirement 7698.88; Federal Withholdings, 5189.80; Social Security, 10,600.56; Garnishment, credit bureau services 355.58; AFLAC, insurance 142.35; BlueCross/BlueShield, 33,750.78; Colonial Life, insurance 18.00; 1st Concord Benefits, insurance 262.50; Madison National, insurance 217.35; Mid-American Benefits, insurance 110.00; NACO Vision, insurance 199.80; Nebraska Department of Revenue, state tax 1866.90; Washington National, insurance 133.40.

Ed Schindler /s/6-13-2017

Jerald Schwager /s/6-13-2017

Charles Henery /s/6-13-2017

Motion by Commissioner Henery to pay **payroll claims** except Eddie Schindler's maintenance and commissioner pay, Marlene Schindler's janitorial claims and Mikayla Armitage dispatcher claims. Motion was seconded by Commissioner Schwager. Voting aye: Henery, Schwager, Schindler and Kerkman. Jacob abstained. Nays none. Motion carried.

Motion by Commissioner Schwager, seconded by Commissioner Jacob to pay Schindler's and Armitage payroll claims. Voting aye: Schwager, Jacob, Henery and Kerkman. Schindler abstained. Nays none. Motion carried.

Correspondence was reviewed: One Room School House review; Email to/from Deanne Haefner regarding collection of taxes from Townships for payment of outstanding maintenance claims for Antelope County;

Receipts: \$139.00 overpayment from AMH Family Practice.

Pledge Collateral was reviewed. Pinnacle Bank currently has \$510,000.00 coverage. Trish Smith at Pinnacle Bank is working on getting another \$245,000.00 pledged. This will be available on Friday in time for the vendor claim deposit.

Motion by Commissioner Henery, seconded by Commissioner Schindler to pay **Township Maintenance Claims** for: Clearwater Township \$980.00, Logan Township \$4,550.00, and Elm Township \$9,222.50. Elm Township funds are not sufficient to pay the total outstanding balance. The intent is to pay as much as the bill as possible. The decision to collect additional tax dollars from Elm and Crawford Township will be discussed at a later date. Voting aye: Henery, Schindler, Jacob, Schwager and Kerkman. Nays none. Motion carried.

One Room School House: Jeri Anderson, Gloria Christiansen, and Ray Ahrens representing the One Room School House-Hanging onto the Past met with the commissioners regarding the project underway for expanding the current historical museum. They have the opportunity to move a rural one room school house from Merlin Bolling's property south of Clearwater (old District 70) to the Historical Museum Complex. They are proposing to move this structure to the lot laying south of the current Log Cabin on the museum complex. The lot in that location is currently vacant and the area has been measured and the school will fit nicely into the area. The proposal includes the moving of the school, pouring a basement foundation, placing the structure, updating the interior, adding bathrooms, heating and cooling. The total estimated cost of the project is \$120,000.00. They have applied for and received some matching funds, and have a few donations. They are asking for some trade volunteers and material. The plan is to make the structure look original, although the plan is to insulate, and have modern amenities to accommodate visitors etc. Mrs. Christiansen has been gathering material and items to authenticate the school room. Plans also include the use of the structure to conduct a day of school for grade school students to simulate a Classroom from days gone by. The committee asked the commissioners to approve the moving and placing of the structure on

the museum complex on 'L' Street (Highway 275). Building is to be deeded to the county once placed on the foundation, and insuring same. The other question was the utilities once the building is placed. Motion by Commissioner Schindler, seconded by Commissioner Jacob to allow the moving and placing, and the insurance (as it would be part of the currently insured Antelope County property). The utilities would have to be negotiated, with the City of Neligh. Voting aye: Schindler, Jacob, Schwager, Henery and Kerkman. Nays none. Motion carried.

9:32 AM Motion by Commissioner Schwager, seconded by Commissioner Schindler to meet as a **Board of Equalization**. Board met as a Board of Equalization for approximately 4 minutes.

9:37 AM Antelope County Assessor, Kelly Mueller met with the Commissioners in follow-up of the **Standard Appraisal Contract** she met with the commissioners about during the June 6th, 2017 meeting. At the time, she was requesting to use some miscellaneous general dollars to assist in the payment of having Standard Appraisal review her commercial sales to help set an appropriate value on the commercial values in the county. Today, she is requesting to postpone the motion, as she is checking into other options and scenarios. No action taken.

Road Boss Report: The road crew has three (3) windrows mixed. They all look good due in part to great weather. The packer should be here next week. Casey is waiting on laying windrows to utilize the packer. He requested the board to put input into where the windrows should be laid. He plans for 2½ miles maybe 3 if it stretches right.

LIST: Priority due to amount of traffic.

- Old highway 14 – jail (8/10 mile)
- Garfield Township – 3rd mile south of orchard
- East of Neligh – 1.4 miles (Rice's shop to Craig Smith.)
- Clearwater – corner southwest of town to Thiele's corner (2-3 miles)
- Royal Road 1-2miles (by Harlan Haake)
- Brunswick Road right off of the Neligh-Pierce Road (2miles south) (north 2 miles done last year)
- Oakdale Cemetery – Tintern turnoff – curves
- Cemetery Road east of Neligh (½ mile stretch)
- 2½ miles Copenhagen (Willow Township north border going south)
- 7 miles on the Eight Mile Road 1½ towards the north end
- East of Elgin Million Dollar Corner to the triple bridges
 - 1 mile Grove Lake Road – grinding, adding oil and relaying.
 - East side of Clearwater going south.

There are many more roads that need attention. These roads are the ones we have spent a lot of time and they are in bad shape, the patches do not have a good base.

Grinding east of Brunswick is happening now, hoping to turn back to gravel. There are several other roads to continue grinding. Mile south of Million Dollar Corner. South of Elgin there is two (2) miles going east. Oakdale River Bridge, north from 275. Mile in front of Verlon Furstenaus, mile in front of Shenshew's box culvert. Couple of miles in Elgin Township on the zigzag by cemetery north of town to Clearwater. Mile east of Brunswick. Another stretch we need to discuss is called the Speaker Road – there is 4 miles there, between Brunswick and Copenhagen. One is almost gravel already. Grinder is working great. Grinder is working great, complimentary to the weather. Typically, a half mile can be grind in a day. There was a comment that Pierce and Royal Roads need the most attention. The City of Neligh has agreed to reimburse us if we continue to the intersection on the road past the Law Enforcement Facility – this project should be started as soon as possible. It was also mentioned utilizing windrows in proximity to projects. It was determined the three (3) top projects: Royal Road, Old Highway 14, and the first mile past the Thiele corner. Clearwater will be overlaid. Royal road will be ground, and relayed. Old Highway 14, the plan is to take the rough off, and smoothing out, there is a constant variation in the thickness. The city has jurisdiction to north of the Correctional facility.

Mr. Henery brought up the "Speiker" road and the softness of it in various areas. Getting rid of the oil, allows the ability to widen the road. Swanson dirt works to stabilize and solidify.

BoMeg is still saying the third week in June for delivery. The plan is to keep the grinder going. After Brunswick, Verlon Furstenaus road is next, and since it will be in the area north of the Oakdale Bridge.

R&B Budget: Sitting well. Large purchases coming up. Caterpillar motor garder is \$276,000.00 paid in full, packer is \$70,000.00 and the trailer \$16,000.00. All three to be here by July 1st and paid for. Budget is almost 1.8 million remaining. We owe approximately 100,000.00 (2 years) payments, Casey requested possibly paying both payments in this fiscal year. Motion by Commissioner Schwager to make payments to pay off the Caterpillar Motor grader purchased in 2016, motion was seconded by Commissioner Henery. Voting aye: Henery, Schwager, Jacob, Schindler and Kerkman. Nays none. Motion carried.

Side dumper is sitting in Neligh.

Casey requested purchasing a dump truck. He has priced a 2010 semi-truck for \$48,500.00, which would be a twin to the dump truck we purchased in May. Henery made a motion to purchase the 2010 Cummins tractor from _____, at \$48,500.00 plus the pusher axle to complete the outfit. Motion was seconded by Schwager. Voting aye: Henery, Schwager, Schindler, Jacob and Kerkman. Nays none. Motion carried. Discussion on the old tractor and what to do, discussion to possibly list it with Big Iron for salvage value. No action at this time.

Commissioner Henery asked about paying Dave Schrader for his dirt.

Commissioner Kerkman, requested the roads being ground need to have better care of the edges. The chunks are hard to maneuver. Maybe a packer roll would help in leveling these 'chunks.' There has been no complaints on the road south of Oakdale being torn up.

Armor Coating: 16 miles: 3 miles west of Tilden; 4 miles Oakdale cut across (last done in 2011); 5 miles east west road five south of Clearwater (Merlin Bolling's to where it joins up with cut across zigzag; last 3 miles on Sargent Road; and the 3 miles from Grove Lake going east. Armor coaters are coming up to work in the Battle Creek area, and are able to start as early as the 26th.

Tobin Buchanan, with **First National Capital Markets**, met with the commissioners to introduce himself and the services they offer. He offices out of Kearney Nebraska. Mr. Tobin has reviewed Antelope County Budget and Audit online. He noticed the County currently has a bond for the Law Enforcement Facility. He believes the county could save approximately \$275-325,000.00 over the life of the current bonds. After the 5-year anniversary date you can reinvest the bonds. However, before that date you have the ability to advanced refunding opportunities. This saving would be after any fees, and interest penalties involved. Mr. Buchanan relayed that Smith Hayes was bought out be D.A. Davidson. The current rate is approximately 2% savings from the initial purchase. It was decided to gather information, via the auditor, attorney and accounting to make sure all of our basis are covered and there are no 'hidden' penalties. Mr. Buchanan did work out an Accelerated and Uniform savings amortization. There are no penalties with the Smith-Hayes. No effort in change. You select the company with the best value, and you have to use someone with the knowledge to ensure you are utilizing the tax-exempt bonds. The current bond holders are guaranteed five (5) years of interest. The current bonds would be held in the escrow and redeemed on the five-year date (November 2018). This would be a budget item and would need to be in the budget.

Liz Doerr, **Zoning Administrator** gave her regular meeting report. There was not much to report. The public hearing is scheduled for July 11th, 2017 at 7:00 PM, at the American Legion in Neligh, Nebraska. The proposed Zoning Maps and proposed regulations have been uploaded to the website for public review and inspection. She continues to work on wind tower permits.

Protests: currently there are two (2) protests on file. Antelope County Clerk, Lisa Payne and County Assessor, Kelly Mueller discussed with the Commissioners a date and time for the Protest Hearings. It was agreed to hold protest hearings on Tuesday, July 11th, 2017 at approximately 11:00 AM, or to follow the commissioner meeting that day.

Underground Permit: Motion by Commissioner Schwager, seconded by Commissioner Jacob to approve the application for permit submitted by Frontier Communications to place a permanent phone line under 866th Road in the SW1/4 of Section 22 & 27, Township 28, Range 8 West of the 6th P.M., Antelope County, Nebraska. Placing a new cable along south edge of 866th Road to provide new services. Road Boss requested to bury the line 48 inches in ground. All work to be done according to State and County specs. Those voting aye: Henery, Schindler, Schwager, Jacob and Kerkman. Nays none. Motion carried.

Underground Permit: Motion by Commissioner Henery, seconded by Commissioner Schindler to approve the application for permit submitted by Elkhorn Rural Public Power District to place a permanent electric line along 853rd Road in the SE1/4 of Section 36, Township 26, Range 7 West of the 6th P.M., Antelope County, Nebraska. Mr. Dittrich indicated this power pole would be in line with the rest of the poles. ERPPD – owner, to bury primary wire for electric line and crane crossing for new wind energy farm. All work to be done according to State and County specs. Those voting aye: Henery, Schindler, Schwager, Jacob and Kerkman. Nays none. Motion carried.

Tower & Crown Vic: Sheriff Moore requested to be on the agenda today to discuss a couple of items with the commissioners. He was called out on an emergency, and was not able to attend the meeting. The item listed on the agenda included: Tower discussion and approval for boring, and action for selling Crown Vic. The commissioners agreed to have Sheriff Moore proceed with all necessary steps to ensure the safety and availability of the tower. No opposition was mentioned. The selling of the Crown Vic is at his desire. They can receive bids, to be opened during public session.

During the installation of the new phone system, Bill Rahder introduced to the Courthouse the ability to use Sip trunk. With this availability Antelope County Courthouse would have the ability to use the internet for long distant calling. This could result in a savings on telephone calls. Because this is offered by a third-party carrier there will be some cost involved, but he believes the savings will outweigh the means. The courthouse is under contract with Frontier to utilize their long distance until February of 2018, after which time this savings could be capitalized. Contract to utilize this service was presented. Motion by Commissioner Henery, seconded by Commissioner Schwager to approve the **Clearfly** contract. Voting aye: Henery, Schwager, Schindler, Jacob and Kerkman. Nays none. Motion carried.

CLEARFLY COMMUNICATIONS MASTER SERVICES AGREEMENT

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This Master Services Agreement ("Agreement") is entered into by and between _____ ("Customer") and Greenfly Networks Inc., dba Clearfly Communications. ("Clearfly"). This Agreement provides the general terms and conditions applicable to Customer's purchase of communications service ("Service") from Clearfly.

1. Scope.

Pursuant to this Agreement, Customer shall purchase and Clearfly shall provide a communications facilities connection located at the Customer's service address consisting of any and all products and services ("Service") purchased by Customer pursuant to a Customer submitted and Clearfly accepted order ("Service Order"). This Agreement does not cover the Customer's local area network ("LAN"), the wireless local area network (WLAN), the private branch exchange ("PBX"), computers, or mobile voice handsets and other end devices, or any components on the customer-facing side of the Access Port. Clearfly agrees to furnish the Service at the location(s), quantities, and rates as specified in the Service Order. Customer understands and agrees that products and services provided by Clearfly are governed by the rules and conditions detailed in Exhibit B. Clearfly shall have no obligation to accept a service order.

2. Charges for Service.

Customer agrees to pay the charges for Services used, as well as, all applicable federal, state and local taxes, regulatory, franchising or any other applicable fees associated with the Service. Customer agrees to provide Clearfly with an exemption certification or documented proof of the exemption issued by the taxing authority for any taxes the Customer wishes to claim an exemption from. Customer agrees to pay any and all taxes assessed by Clearfly until proof of exemption is delivered to Clearfly by Customer. Taxes assessed before proof of exemption is delivered by Customer to Clearfly will not be refunded regardless of the effective date of the tax exemption provided. Should there be any question as to the validity of a tax exemption, Clearfly will utilize EZtax, Inc on behalf of the taxing authority to make a final determination. Charges for certain services are subject to various surcharges and fees to reimburse Clearfly for various governmental taxes, fees, and surcharges. Customer understands and acknowledges that the rates of taxes and applicable fees are subject to change by the taxing authority during the contract term. Charges will commence upon the activation of service as evidenced by Clearfly's records.

3. Term

The term for services purchased shall be equal to the contract term ("Term") set forth in months on the Rate Sheet, and the Rate Sheet identification number will be referenced and included on a Service Order form submitted by Customer, or as per any amendment or extension thereof as agreed to by Customer and Clearfly. The term for each service ordered will begin upon the first date of billing commencement ("Activation Date") for each individual Service ordered. The term will expire on the date ("Expiration Date") derived from adding the contract term in months set forth on the Rate Sheet to the Activation Date. As an example, the term for a Service ordered with a contract term equal to 36 months with an Activation Date of 12/1/2012 would yield an Expiration Date of 11/30/2015. Charges for cancelling Services prior to the Expiration Date but after the Activation Date are outlined in Section 8 of this Agreement. In the event Clearfly continues to provide the Service after the Expiration Date, Clearfly shall continue to supply the Service to the Customer on a month-to-month basis at Clearfly's then-current applicable rates for such month-to-month services. Out of term services may increase in price at any time upon a 30 day notice to Customer.

4. Submission and Acceptance of Service Order(s)

Clearfly shall utilize its best efforts to provide the Service as soon as possible and in accordance with industry standard provisioning intervals or at a time as otherwise agreed to between the Customer and Clearfly. Customer will submit requests for Service in a form designated by Clearfly ("Service Order"). Service Orders shall reference a specific Rate Sheet using the Rate Sheet's identification number (ID). The Rate Sheet will specify a contract term and Customer agrees to this Term for all products and services ordered using the Rate Sheet ID. Clearfly will notify Customer of acceptance of the Service Order by delivering (in writing or electronically) the date by which Clearfly will install service (the "Firm Order Commit 'FOC' Date") or by delivering the service. Customer agrees to pay Clearfly's then current charges for any change requests regarding a Service Order after a Firm Order Commit 'FOC' Date has been delivered. Customer may cancel a Service Order after receipt of the FOC but prior to receipt of the Completion Notice by providing Clearfly with written notice (with sufficient detail necessary to identify the affected Service) and Customer shall pay Clearfly a cancellation charge equal to the sum of (i) any third party cancellation/termination charges related to the installation and/or cancellation of any Off-Net Service; (ii) Clearfly out of pocket costs (if any) incurred in constructing facilities in, or to, the Customer Premises necessary for Service delivery; and (iii) the non-recurring charges for any cancelled Service Order; (iv) a per order cancellation charge according to order type identified in Exhibit A of this document.

3rd Party Order Submission Consent

BY INITIALING BELOW, CUSTOMER ACKNOWLEDGES AND AGREES TO ALLOW ANY AGENTS OR ASSIGNS OF THE 3RD PARTY COMPANY LISTED ON THE RATE SHEET UNDER "PARTNER INFORMATION" TO PLACE ORDERS FOR PRODUCTS AND SERVICES LISTED ON THE RATE SHEET ON BEHALF OF THE CUSTOMER.

CUSTOMER INITIALS: _____

5. Billing for Service.

Clearfly will deliver written or electronic notice ("Completion Notice") to Customer when Service is installed, at which time billing will commence Activation Date. If Customer notifies Clearfly within 3 days after delivery of the Completion Notice that Service is not functioning properly, Clearfly will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge for each day the service did not function properly.

Customer shall be billed in advance each month for the Service, with the exception of toll-free number service, international toll calling, and operator/directory service charges, if applicable to Customer, which shall be billed in arrears. Customer understands and agrees that invoices for the Service shall be emailed to Customer on a monthly basis at the email address provided by Customer. Full payment for the Service is due within fifteen (15) days from the date Clearfly emails an invoice to the Customer. Late payment charges shall accrue at the rate of 1% per month or at the highest rate allowed by law on all unpaid balances of more than twenty-five (25) days. An unpaid balance that remains unpaid and outstanding after forty-five (45) days from the payment due date will be cause for termination of the Service. Customer understands and agrees that it will not receive a paper copy of its monthly invoice for the Service via U.S. Mail or any other physical delivery mechanism other than via email in the manner stated herein unless noted otherwise below. The Customer submits the billing contact information is as follows (please note that all fields are required to be complete for agreement processing):

Billing Address (street or PO Box, city, state, zip): _____

Billing Contact: _____

Billing Contact Phone: _____

Billing Contact Email: CLEARFLY COMMUNICATIONS MASTER SERVICES AGREEMENT

Page 2 of 5 All products including US and Canada long distance (including but not limited to: Clearphone I, II and II, PRI Replacement, SIP Trunk, and UBT) cannot be used with automatic outbound dialing systems or call distribution systems, for dial-up Internet access or in conjunction with telemarketing and call center applications. Usage may be monitored and Customer may be required to show compliance if usage exceeds 1,500 minutes per month, per telephone line. Clearfly reserves the right to charge Customer for toll usage in excess of 1,500 minutes per month, per telephone line. Clearfly reserves the right to charge for excessive quantities (i.e. 10% or greater) of short duration calls (i.e. calls under 6 seconds in length) a minimum of one-cent (\$.01) per completed call. Certain products, including but not limited to Fax-to-email Account, may incur overage charges for monthly usage exceeding the allotted amount specified on a Rate Sheet. Calls outside of the United States and Canada are billed on a per minute basis, at one minute increments, one minute minimum, according to rates available at <http://www.clearfly.net/internationalRates.html> International rates are subject to change without notice.

BY INITIALING BELOW, CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER WILL BE LIABLE FOR ALL INTERNATIONAL CALLING ORIGINATING FROM CLEARFLY SERVICES REGARDLESS IF SUCH CALLING WAS CAUSED BY A SECURITY BREACH OF THE CUSTOMER'S PHONE EQUIPMENT OR OTHERWISE UNINTENDED. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CLEARFLY AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY, OR USER OF THE SERVICE RELATING TO THE COSTS INCURRED WITH INTERNATIONAL CALLING.

CUSTOMER INITIALS: _____

6. Service Moves, Add(s), and Changes.

Customer may make changes to the Service and/or Service Address locations identified on a Rate Sheet provided that Customer and Clearfly execute a supplemental Service Order covering such change. Additional services or change of service address may require the Customer to pay installation or other non-recurring charges. A price sheet for move, add, or change requests and miscellaneous products is attached to this document as 'Exhibit A'. Clearfly reserves the right to amend this price sheet for move, add, or change requests and miscellaneous products at any time.

7. Service Quality, Outages and Credits; Maintenance; Trouble Reporting.

7.1 Service Availability and Mean Time to Repair.

Clearfly provides a robust, reliable connection that is guaranteed to be available and capable of forwarding Internet Protocol ("IP") packets at least 99.92% of the time, as averaged in aggregate over a calendar month, on portions of the network owned and controlled by Clearfly ("On-Net Services"). Services utilizing access loops or long-haul backbone connections not owned and controlled by Clearfly ("Off-Net Services") are not included in the Service Availability guarantee contained herein.

7.1.1 Service Availability

"Service Availability" is defined as the simultaneous availability of an acceptable level of performance and quality of both the Data and the Voice service components at all Customer locations. Service Availability is calculated monthly as follows:

24 hours x 60 minutes x 30 days in month) – Service Outage Time (minutes) _____ (24 hours x 60 minutes x 30 days in month)

Service Availability is dependent upon the performance of Clearfly's IP network including the Clearfly-managed Customer Premise Equipment, the Clearfly Access Circuit, Clearfly backhaul facilities (if applicable), the Clearfly facilities at the Incumbent Local Exchange Carrier's central office, the Clearfly IP backbone network and Clearfly Voice Switching equipment. The guarantee contained herein does not include outages caused by the customers' local area network (LAN), its wireless local area network (WLAN), and/or other inside wiring at the Customer's premises; the Customer's private branch exchange ("PBX") system; desktop and mobile voice handsets; or any components on the Customer-facing side of the Access Port, scheduled maintenance events, customer caused outages or disruptions, or traffic exchange points which are controlled by other companies. Service outage time is measured from the time Clearfly opens a trouble ticket to the time a problem is repaired. Service outage time excludes any outages of less than 30 seconds duration.

7.1.2 Service Level: Service Availability

In the event of a Service interruption, Clearfly offers a Mean Time to Repair (MTTR) of four (4) hours or less. If Customer experiences a Services interruption greater than two (2) continuous hours, Customer is eligible to receive a service credit equal to one day's worth of the fees applicable for the affected Services for each hour of Service interruption or portion thereof, in excess of two hours, up to a maximum of one month's worth of fees for all Services interruptions per month. Services interruption time is measured between when Clearfly receives notice of the interruption from the Customer and creates a trouble ticket and the time the service resumes transmitting and receiving data and voice. Service credits apply only to the monthly recurring charges of the specific services affected, not the entire customer invoice. Service Credits are not applicable to Service interruptions occurring on Off-Net connections or any other network connections not directly under the control of Clearfly.

7.1.3 Latency

"Latency" or network delay is the amount of time it takes for an IP packet to go from an Access Port at one customer site (the entry point) to and at an Access Port at any other customer site (the exit point) as measured in milliseconds (ms). Latency is identified based on the performance of Clearfly's IP network including the Clearfly-managed CPE, the Clearfly Access Circuit, Clearfly backhaul facilities (if applicable), the Clearfly facilities at the ILEC central office, the Clearfly IP backbone network and Clearfly Voice Switching equipment. Clearfly's maximum Latency guarantee does not include latency effects introduced by the customers' LAN, WLAN or other inside wiring at the Customer Premises; the Customer's PBX; desktop and mobile voice handsets; or any components on the customer-facing side of the Access Port, scheduled maintenance events, Customer caused disruptions or traffic exchange points which are controlled by other companies. Latency will be measured using a performance measurement device connected to each Access Port of any two Customer sites on the Clearfly IP network.

7.1.4 Service Level - Latency

Clearfly will maintain daily roundtrip Latency of 70 milliseconds or less within Clearfly's IP network as averaged in aggregate over a period of one day (24 hours). If Customer experiences a measurable violation of the above Latency service level over a period of one day (24 hours), Customer is eligible to receive a service credit equal to one day's worth of its Services fees, up to a maximum of one month's worth of Services fees for all violations occurring during

the month. Service credits apply only to the monthly recurring access charges of the specific services affected, not the entire customer invoice. Service Credits are not applicable to Latency measured over any Off-Net Service connections or any other network connections not directly under the control of Clearly.

7.1.5 Voice Quality

Clearly is committed to delivering a level of quality of the user experience which is consistent with what is commonly expected from a business-grade voice service. Customer acknowledges that (i) the assessment of the level of voice quality is subjective and difficult to measure, and depends on a number of factors including availability, latency and jitter of the network, as well as factors outside of Clearly's control, such as the quality of the voice handsets used, the coding-decoding algorithm used by the Customer's terminal equipment; and (ii) that the availability and maximum latency service levels specified above meet the commonly accepted requirements of a business-grade Voice-over-IP service; and (iii) that the Service Credits in sections 7.1.2 and 7.2.2 represent Customer's only remedies in any dispute regarding the quality of the voice service delivered by Clearly.

7.2 Service Credits.

If Customer experiences a service interruption or outage caused by Clearly that is longer than two (2) continuous hours, Customer is eligible to receive a service credit equal to one day's worth of the fees applicable for the affected Services for each hour of service interruption or portion thereof, in excess of two hours, up to a maximum of one month's worth of fees for all service interruptions per month. Service interruption time is measured between when a trouble ticket is opened by the Customer and the time the service resumes transmitting and receiving data and voice. Service credits apply only to the monthly recurring access charges of the specific services affected, not the entire customer invoice. Service Credits are not applicable to service interruptions or outages not caused by Clearly. **CLEARFLY COMMUNICATIONS MASTER SERVICES AGREEMENT**

Page 3 of 5 7.3 Claims for Service Credits.

Claims for service credits must be received by e-mail sent to Clearly within fifteen (15) days following the end of the month in which the service interruption occurred. All claims are to be made to billing@clearly.net and must state the Customer name, contact information, date of service interruption or outage, trouble ticket number, and credit amount being applied for. Upon application for a service credit, Clearly will notify the Customer following investigation of the application. If rejected, the notification will specify the basis for rejection. If approved, Clearly will credit Customer's account upon review of the outage or interruption on which the credit request is based.

7.4 Maintenance.

Clearly may from time to time suspend service to the Customer for routine maintenance or construction. Clearly will use its best efforts to keep any such suspension to a minimum time period. Clearly will provide advance notice to the Customer for any suspension of service and will coordinate with the Customer a schedule for the suspension of service.

7.5 Contact Information.

Trouble Management:

Phone: (866) 652-7520 opt 1

Hours of Operation: 24 hours/day x 7 days/week

Email: support@clearly.net

Trouble tickets can be opened at <https://portal.clearly.net/>

Customer Service & Provisioning:

Phone: (866) 652-7520 opt 3

Hours of Operation: 8 AM - 5 PM Mountain Time

Email: orders@clearly.net

Billing:

Phone: (866) 652-7520 opt 4

Hours of Operation: 9 AM - 4 PM Pacific Time

Email: billing@clearly.net

8. Cancellation and Termination.

Either party may terminate this Agreement for cause provided prior written notice explain the cause of the termination is given to the non-terminating party and such cause is not cured by the non-terminating party within thirty (30) days of receipt of such notice. Cause is any material breach of the terms of this Agreement. Clearly's termination of this Agreement for cause shall not act as a waiver or otherwise prejudice the rights of Clearly to collect any amounts due under this Agreement. In the event Clearly terminates this Agreement for cause or Customer terminates without Cause, Customer shall be responsible for all outstanding amounts due under this Agreement as well as for any costs incurred by Clearly to terminate any third party contracts necessary to provide the Service being terminated.

Customer may cancel a Service Order (or portion thereof) prior to the delivery of a Completion Notice upon confirmed notice to Clearly identifying the affected Service Order with Clearly providing a ticket number for confirmation purposes. If Customer does so, Customer shall pay Clearly a cancellation charge equal to the sum of: (i) third party termination charges for the cancelled Service; (ii) 1 month's monthly recurring charges for the cancelled Service; (iii) the non-recurring charges for the cancelled Service; and (iv) Clearly's out of pocket costs (if any) incurred in the constructing of facilities necessary for Service delivery.

Customer may terminate Service(s) after the delivery of a Completion Notice upon 30 days' written or Clearly confirmed electronic notice to Clearly. If Customer does so, or if Service is terminated by Clearly hereunder as the result of Customer's default, Customer shall pay Clearly a termination charge equal to the sum of: (i) all unpaid amounts for Service actually provided; (ii) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (iii) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (iv) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination. Customer acknowledges that the charges in this Section are a genuine estimate of Clearly's actual damages and are not a penalty.

Clearly Un-Bundled Trunk (UBT) Service Trial Exception

For Clearly UBT Service and Equipment Rental Service ordered in conjunction with Clearly UBT Service, either party may terminate this Agreement during a period of ninety (90) days after the Activation Date without cause ("Trial Period"). This Trial Period exception applies exclusively to Clearly UBT Service. Customer is responsible for paying all monthly recurring and non-recurring service charges during the Trial Period. If Customer terminates service before the end of the Trial Period, monthly recurring service charges will be pro-rated to the number of days the service was active during that month and Customer shall be responsible for returning to Clearly any equipment provided by Clearly and for any costs incurred by Clearly to terminate any third party contracts necessary to provide the Service being terminated. Service charges will continue to accrue until any Clearly provided equipment is returned, regardless of when the service termination was requested. Service charges will continue for 5 days following notice from Customer to terminate service where Clearly has not provided any equipment.

9. 911 and E911.

9.1 Limitations.

The Service includes a 911 and *lor* enhanced 911 ("E-911") function that may differ from the 911/E-911 function offered by other telecommunications providers. As such, it may have certain limitations. CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF 911/E-911.

9.2 Correct Address.

In order for Customer's 911/E-911 calls to be properly directed to emergency services, Clearly must have Customer's correct service location address. If Customer moves all or a portion of the Service to a different service location address without prior notice or approval from Clearly, Customers 911/E-911 calls may be directed to the wrong emergency services authority, may transmit the wrong service location address, and/or fail altogether. Accordingly, Customer must contact Clearly at least ten (10) business days prior to moving all or any portion of the Services to a different service location address. Customer must receive approval from Clearly to move the Service to a difference service location address. Failure to notify Clearly of any changes in address will result in Clearly reserving the right to bill Customer a one-time fee of \$150.00 for each 911/E-911 call.

9.2.1 Multiple-Location Customers

Customers utilizing Service by means of Internet Protocol ("IP") telephones at multiple locations having different street addresses, and routing calls over the Customer's network to a central PBX connecting Customer to Service, are required to purchase the Multi-site Trunk Enablement service. Each service address will have one E911-Enabled Telephone Number assigned for each service address location. Customer must notify Clearly of any address changes at any of the locations in accordance with section 9.2. If a call is placed to 911 by a Customer using the Multi-Location Trunk service and the originating calling number is not the E911-Enabled Telephone Number registered for the service location calling 911 and/or Customer has failed to notify Clearly of an address change at the service address from where the call is placed, Clearly reserves the right to bill Customer a one-time fee of \$150.00 for each 911/E-911 call.

9.3 Power Outages.

Customer understands and acknowledges that the Service uses electrical power at the Customer's service location. If there is an electrical outage, 911/E-911 calling may be interrupted if there is no battery back-up installed, fails, or is exhausted. Further, 911/E-911 calls may not be completed if there is a problem with network facilities, including network congestions, problems caused by power outages, or another technical problem. **CLEARFLY**

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9.4 LIMITATION OF LIABILITY.

CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER CLEARFLY NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICE, AND/OR INABILITY TO ACCESS EMERGENCY SERVICES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CLEARFLY AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY, OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911/E-911.

CUSTOMER INITIALS: _____

10. Customer Proprietary Network Information; Privacy Policy; Acceptable Use.

10.1 Approval to Use Customer Proprietary Network Information.

Customer proprietary network information ("CPNI") is information related to the quantity, technical configuration, type, destination, location, and the amount of telecommunications a customer uses that Clearly has access to by virtue of the customer-provider relationship. CPNI does not include the Customer name, address and telephone number, nor does it include Internet access services. From time to time, Clearly and its independent contractors and joint venture partners would like to use the CPNI information it has on file to provide Customer with information about Clearly's communications-related products and services or special promotions. Clearly, its joint venture partners and independent contractor's use of CPNI may also enhance their ability to offer products and services tailored to your specific needs. Accordingly, Clearly, its joint venture partners and its independent contractors would like Customer's approval so that Clearly, its joint venture partners, and its independent contractors may use this CPNI to let Customer know about communications-related services other than those to which Customer currently subscribe that Clearly, its joint venture partners and independent contractors believe may be of interest to Customer. Once you have given approval for Clearly, its joint venture partners, and its independent contractors the right to use your CPNI, Customer may deny or withdraw that right to use any time by calling 1-866-652-7520. By initialing below, you specifically authorize Clearly, its joint venture partners, and its independent contractors the right to use your CPNI in the manner set forth herein.

CUSTOMER INITIALS: _____

10.2 Privacy Policy.

Clearly is committed to maintaining Customer privacy. Clearly believes Customer is entitled to know how Clearly will collect, use, and protect Customer information. Accordingly, Clearly has implemented a Privacy Policy that is available at www.clearly.net/privacy.html. Clearly reserves the right to amend and modify this policy from time to time at its sole discretion or as required by applicable law.

10.3 Acceptable Use.

Customer agrees to abide by Clearly's Acceptable Use Policy which is available at <http://www.clearly.net/legal/aup.html>. Clearly reserves the right to amend and modify this policy from time to time at its sole discretion or as required by applicable law.

11. LIMITATION OF LIABILITY; PERSONAL INJURY; PROPERTY DAMAGE.

11.1 Limitation of Liability.

Unless otherwise provided for herein, Clearly shall not be liable to Customer for any incidental, indirect, special or consequential damages of any kind whether foreseeable or otherwise including, but not limited to, any loss of use, loss of business, loss of profits or loss of revenues. Unless otherwise provided for herein, any Clearly liability to Customer for any damages of any kind shall not exceed in the aggregate an amount equal to the applicable service interruption credit set for in this Agreement. The parties understand and agree that remedies each party has for damages are set-forth in this Agreement and that such remedies are exclusive. Without limiting the foregoing provisions, Customer agrees that Clearly shall have no liability for charges assessed to Customer by Customer's previous or subsequent provider of telecommunications, voice and data services, including any applicable termination charges. Customer understands it is Customer's sole responsibility for the cancellation of any services with another telecommunications provider, regardless of whether any services were transferred to Clearly.

11.3 White Pages Directory Listing

Clearly shall not be liable to Customer for any incidental, indirect, special or consequential damages of any kind whether foreseeable or otherwise including, but not limited to, any loss of use, loss of business, loss of profits or loss of revenues in any way related to white pages directory listings, nor can Clearly guarantee that a particular type of white pages listing is available. Clearly strongly recommends Customer contact the relevant directory publisher for confirmation of any desired white pages listing to be published and Clearly will assist where possible in implementing any changes requested.

11.2 Personal Injury;

Property Damage. Each party shall be responsible for any actual physical damage it directly causes in the course of its performance under this Agreement, limited to damages resulting from personal injury, or property damage arising from negligent acts or omissions; provided, however, that neither party shall be liable for any incidental, consequential, indirect or special damages of any kind, including, but not limited to, loss of use, loss of business, loss of revenue, or loss of profits.

12. DISCLAIMER OF WARRANTIES

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

13. Force Majeure.

Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations herein by reason of severe weather and storms; earthquakes or other natural occurrences; strikes or labor unrest; terrorist attacks; power failures; acts of war; civil unrest or military emergency; acts of legislative, judicial, executive or administrative authorities; acts of God; or any other circumstances which are not in the parties' reasonable control.

14. Attorneys' Fees.

If either party defaults in their performance of this Agreement and the other party employs an attorney because of such default, the defaulting party agrees to pay, on demand, all costs, charges and expenses, including reasonable attorneys' fees reasonably incurred because of the default.

15. General Provisions.

15.1 Lawfulness.

This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. This Agreement shall be governed by the laws of the State of Montana. **CLEARFLY COMMUNICATIONS MASTER SERVICES AGREEMENT**

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15.2 Severability.

In the event that a court or governmental or administrative agency with proper jurisdiction determines that any provision of this Agreement to be unlawful, that provision of this Agreement deemed unlawful shall terminate, but the remainder of this Agreement shall remain in full force and effect if the parties can legally, commercially, and practicably continue their performance under this Agreement without the terminated provision.

15.3 Waiver.

Failure or delay by either party to exercise any right, power, or privilege hereunder, will not operate as a waiver thereto.

15.4 Assignment.

This Agreement may not be assigned by Customer without the prior written consent of Clearly. Clearly may assign this Agreement without Customer's consent to any entity that acquires all of the stock or substantially all of the assets of Clearly.

15.5 Amendment.

Neither this Agreement nor any provision thereof shall be amended except by a writing executed by the parties to this Agreement.

15.6 Entire Agreement.

Clearly and Customer understand and agree that this Agreement and the Service Order(s) constitute the entire understanding between them. The parties hereby execute and authorize this Agreement as of the latest date shown below:

15.7 Signature of Understanding

By signing below, the Customer agrees to have read and understood this Agreement. The parties hereby execute and authorize this Agreement as

of the latest date shown below: **GREENFLY NETWORKS INC.**

DBA CLEARFLY COMMUNICATIONS

(Business Legal Name – include name suffix i.e. Inc, Corp, LLC, etc)

20-5905506

Business Federal Tax ID
Signature
Tim Dodge
Signed By
VP - Operations
Title
Date

Business Federal Tax ID
Signature
Signed By
Title
Date

Mid-American Benefits. During the insurance discussions, this spring and further agreement to discontinue the deductible buy down. The current agreement with Mid-American Benefits has to be terminated. Motion by Commissioner Schwager, seconded by Commissioner Henery to terminated the deductible buy down agreement with Mid-American Benefits. Voting aye: Schwager, Henery, Schindler, Jacob and Kerkman. Nays none. Motion carried.

Antelope County Library Association yearly contribution was discussed. Further workup of various contribution option was requested. No action taken. Item to be on the agenda for July 3rd, 2017. Motion was made by Commissioner Schindler seconded by Commissioner Jacob to adjourn. Voting aye: Schindler, Jacob, Henery, Schwager, and Kerkman. Nays none. Motion passed.

Meeting adjourned at 10:55 AM.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman of the Board, LeRoy Kerkman

Attest: _____
County Clerk, Lisa Payne

Before any member had left the meeting, at 10:57 AM, Sheriff Moore and his Chief Deputy, Dan Hallock walked in asking if they were too late. Chairman Kerkman stated we had discussed the items on the agenda and saw no issue with either. Further discussion was continuing, it was decided to re-open the meeting. 10:58 AM Motion by Commissioner Schindler, seconded by Commissioner Jacob to reopen meeting. Voting aye: Schindler, Jacob, Schwager, Henery and Kerkman. Nays none. Motion carried.

Discussion continued on the tower, motion by Commissioner Henery, seconded by Commissioner Schwager to proceed with studies and all preliminary work, including a generator to erect the 9-1-1 Tower as previously discussed. Voting aye: Henery, Schwager, Schindler, Jacob and Kerkman. Nays none. Motion carried.

The Crown Vic can be sold in any manner necessary. Big Iron has not been favorable, and way more expensive to use for the selling of vehicles of this type. Sheriff Moore was asked to get the county attorneys opinion on the manner to advertise and subsequently sell the vehicle.

Motion by Commissioner Schindler, seconded by Commissioner Henery to close meeting. Voting aye: Schindler, Henery, Jacob, Schwager and Kerkman. Nays none. Motion carried.

Meeting adjourned at 11:13 AM.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman of the Board, LeRoy Kerkman

Attest: _____
County Clerk, Lisa Payne