

August 8th, 2017
Antelope County Board of Commissioners
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday, August 8th, 2017 at 8:02 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 and Payroll claims were reviewed.

9:02 AM. Motion by Commissioner Henery, seconded by Commissioner Schindler to pay all claims as presented. 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: American Legion Post, rental fee for planning commission meeting 25.00; Antelope County Court, court costs 346.75; Antelope County Sheriff, service fee to serve subpoenas 99.20; Appera, micro swipes, dust mops, textile maintenance, service charge 76.96; Applied Connective Technologies, service order, onsite IT services, barracuda backup troubleshooting, repair hard drive, install email 885.00; Black Hills Energy, heating fuel 283.53; Bomgaars, paint, paint brushes, bolts, bulk bolts, spray paint, primer, fan, dog food, bird seed, lawn seed, potting soil, trimmer line, oil, fasteners, SOLV-IT, Rain-X carwash, tail light 212.07; Eleanor Brady, prior service 25.00; Dean Brown, prior service 25.00; Char Carpenter, mileage for bailiff 5.89; Crystal Carr, paint brushes 1.04; Casey's, fuel 1315.71; Neligh City, electricity, water, garbage, monthly recycling fee 5937.15; Clearwater Record, notice of meetings, proceedings, board of equalization, treasurer's notice, notice of liquor license, salary notice, board of adjustment, notice of public hearing 234.90; Antelope District Court, court costs 285.00; Cubby's, fuel 1422.94; Das State, network service charges 448.00; Dollar General, paint, slim line, glitter, LEX black 39.90; Eakes Office, pens, markers, tape, staples, custom stamp, red ink, tape dispenser, paper 450.54; Elgin City, monthly recycling fees 250.00; Elgin One Stop, fuel 185.00; Elgin Review, notice of meetings, proceedings, board of equalization, treasurer's notice, notice of liquor license, salary notice, board of adjustment, notice of public hearing 182.93; Elite Court Report, court reporting (copy – Alice Marx) 257.35; Elite Office, toner, monthly maintenance agreement (assessor & sheriff) 267.47; Floor Maintenance, foamy cleaner, toilet paper, paper towels, aerosol 443.38; Frontier Communications, telephone service 2,227.22; Gembala Court Report, court reporting (deposition of Jessica Sawyer) 54.25; Great Plains Communication telephone service 190.00; Tessa Hain, 3 way socket, push through light sockets 59.31; Heartland Veterinary Clinic, euthanasia of canine 104.15; Hilltop Auto, MTP 65 battery 138.95; Nadene Hughes, prior service 14.00; Randy Hughes, mileage for board of adjustment meeting 34.88; Jonny Dodge, shifter, alignment, labor 337.77; Lyle Juracek, install ladders in dorms 50.00; Frank Kamphaus, prior service 16.00; Jeffrey Doerr Law, attorney fees (Case No. JV16-21, JV16-22, JV10-12) 3534.30; Lichtenberg Tire, tire rotation 54.00; Marathon, docket binder, shipping/handling 313.04; Leo Market, work for computer – Norton Security, labor 63.00; Marvin Planning Consultants, final billing on contract, update to zoning regulations 500.00; Microfilm Imaging, monthly scanning equipment rent (county court/district court) 87.00; Mid-West Repair, parts and labor to work on 2000 Chevy 317.60; MIPS, data processing 684.59; National 4-H Council, state fair stickers 31.75; Nebraska Health & Human Services, mental health institution costs 273.00; Neligh News & Leader, board of adjustment, planning commission, notice of public hearing, notice of meetings, treasurer's notice, proceedings, bills, board of equalization, notice of liquor license, salary notice 196.90; Neligh-Oakdale Schools, fair ribbons 86.60; Netcom, radio for transport van 196.00; Office Depot, end tab folders, reinforcements 27.68; One Office Solutions, DVD, wrist key chain, fasteners, cement rubber bottle, sharp copier contract, excess copies 166.32; Orchard News, meeting notices, board of equalization, legals, salaries, notice of renewal, black & white print ad 158.69; Orval's Auto, oil filter, oil, washer fluid, labor 72.50; Donna Payne, prior service 25.00; Petty Cash-clerk, titles for trailers (2), title for truck 2010 Prostar Premium 32.00; Petty Cash-sheriff, postage 2.85; Pinnacle Bank, Lysol, vinegar, soap pads, cleaning supplies, dish soap, bleach, 120.58; Pope John-Art, fair ribbons 57.00; Precision Repair, tire repair 14.00; Quill Corporation, monitor riser, pens, staple remover, binder clips, staples, padded mailer, ruled pads, binder, post it notes, envelope moistener, binder clips, paper clips 258.79; Reuss Electric, wired the east garage door opener, installed 2 ceiling fans, labor 676.43; Caroline Siems, prior service 25.00; Wex Bank, fuel 451.06; Snider Funeral Home, body bags, gloves 190.00; Thibault & Suhr, copies of depositions 212.25; Chuck Thiemann, mowing 30.00; Thomson Reuters, data processing 14,248.46; Thriftway Market, boxed mashed potatoes, food dye, peanut butter 20.23; Unified School District, fair ribbons 69.30; Neligh Post Office, annual box rent (Box 45 – District Court) 144.00; UNL Its Communication, internet for iPad 91.04; US Cellular, telephone service 331.08; Verizon Wireless, telephone service 28.70; VFW Post 5287, donation for use of wheel chairs 25.00; Walt's Computer, HDMI cable for training room, labor 74.99; Bonita Welke, prior service 22.00; Village of Clearwater, monthly recycling fees 250.00.

Road & Bridge: At Large, A & R Construction, culvert at Schuchardt's Pay Application 275,991.92; AMH Family Practice, drug testing 1.00; Merlin Bolling, dirt from clay pit 17 loads 212.50; Bomgaars, ball mount, hitch pin, clip, receiver tube, cargo carrier, farm/ranch hose, sprinkler, refrigerant, wrench set, bulk bolts, grease gun, kerosene can, spray paint, pump, hose barb, elbow, Teflon tape, cleaning brush, O-Ring kit, sprayer tip, tip cleaning kit, 4-way pick set, binder chain, quick link, trailer ball, chain, mount, shop towel, spring water, WD-40, pliers, wrench set, jack oil, socket, wheel, adaptor, cut off grinder tool, ratchet, utility knife, mouse traps 1303.64; Butch's Body Shop, repair grille guard 55.00; Carquest, seat cover, ACP-100, fender washer 130.84; Casey's, fuel 241.66; Cornhusker International, core deposit, clutch, bearing, brake clutch, MY9 engine 17,490.65; Cubby's, fuel 405.42; Elkhorn Rural Public Power District, electricity 466.60; Farmer's Pride, fuel 3939.94; Green Line Equipment, tractor rental 625.00; Hinrichsen Sand, bank run 31,278.86; Hometown Station, fuel 710.48; Island Supply Welding, oxygen 221.79; Jebro, MC800, MC3000, Demurrage, freight 139,116.03; JEO Consulting, construction services (survey & transportation), permitting, preliminary design 10,574.25; Jimson Towing, tow 200.00; John Prouty Construction, trucking – sand, gravel, cold mix, clay, armour coat, back hoe loading trucks 84,486.00; Jonny Dodge, condenser, Freon, lubricant, ring terminal, cable tie, wire, connector, battery nut, oil filter, fuel filter, rotella, anti-freeze, trailer plug, switch, trailer cable, switch, fuse, fuse holder, lock nut, splice, hose clamp, isolator, radiator cap, gasket, hub deal, union, valve kit, tube, seal, washer, camshaft, slack adjuster, bushing kit, brake shoes/drum, air hose, thermostat, paint, labor 7573.98; Klabenes Construction, tear out and remove two wooden bridge structures and install culverts that were damaged by the wind tower crane 2400.00; Kumm Gas, fuel 61.92; Lazy T Tire, (3) BANDAGG BLT cap and casing, tire disposal, miller lock pin, tire repair, steer, shop fee 1846.40; Lichtenberg Tire, flat repair, misc shop supplies, Hercules Premium long haul, tire disposal fee, Nebraska tire fee, tire mount/dismount 1364.92; Duane Miller, drug testing reimbursement 110.00; Mitteis Gravel, road gravel 6038.37; Mr. S's, fuel 632.45; Neligh Auto, mud flap, extend pole, plug, lamp, grommet, starter lug 64.31; Newman Signs, signs - 25 MPH, standing roll up, road work ahead 630.03; NMC Exchange, BIT AS-CUTT 4640.49; Northeast Glass, tinted safety glass, door glass, labor to install 330.00; Novak Farm Enterprises, dirt for Schuchardt's Corner 17,000.00; Steve Olson, dirt from clay pit 450.00; Pollock Redi Mix, road gravel, mudrock, rock, sand 4063.51; RDO Truck Center, gasket, oil filters, fuel filters, washer fluid, DCA test, labor 1322.26; Royal One Stop, fuel 203.18; Sanne Service, labor to repair exhaust system, carrier bearing, labor to remove and replace carrier bearing in driveline 2200.60; Verizon, telephone service 115.85; Wex Bank (Sinclair), fuel 1351.18; Sta-Bilt Construction, armor coat surfacing (11 miles) 24,970.00; Theisen Construction, bridge project west of Tilden, Pay Application 323,907.80; Gary Thiele, dirt from clay pit 325.00;

Brunswick Area: Frontier Communications, telephone service 78.11; Kayton International, bobcat annual rent 2500.00; Kumm Gas, fuel 1549.70; Lichtenberg Tire, oil change, misc shop supplies, HD Tube, tire disposal fee 132.89; Neligh Auto, diesel exhaust fluid 54.95; NMC Exchange, bushing,

CAT DEO-ULS 841.60; North Central Public Power District, electricity 112.08; Road Builders, inbound freight, mileage, V-belt, valve, compressor, inline drier, labor, cable assembly 5909.86; Brunswick Village, water, sewer, trash 93.00.

Orchard Area: Emme Sand, road gravel 1781.50; Farmer's Pride, fuel 1992.06; Frontier Communications, telephone service 79.94; Funk Construction, hoeing (4 hours) culvert NW of orchard 800.00; Logan Radiator, repair labor 68.00; North Central Public Power District, electricity 56.47; Orchard Lumber, steel fence posts, leather gloves, steel post clips 47.75 Powerplan, lubricant, hand operator, filter element, hydraulic, O-Rings, sealant, fluid, cool-gard, oil, ball bearings, gaskets, seal, snap ring, clutch, piston, shaft, valve, freight, hose fitting, bulk hose, mileage charge, straps, step, freight 13,462.64; Tinsley Grain, white/red rock 2919.00.

Clearwater Area: Bomgaars, spring water, bathroom tissue, windshield de-icer 39.70; Elkhorn Rural Public Power District, electricity 79.09; Emme Sand, rock 2791.40; Farmer's Pride, fuel 3694.80; Green Line Equipment, tractor rental 625.00; Hinrichsen Sand, rock, gravel 514.02; Lichtenberg Tire, Hercules Power ST2, Nebraska Tire Fee, misc shop supplies 118.18; Mitteis Gravel, sand, road gravel 144.03; Murphy Tractor, air filter, fuel filter, hydraulic, oil filter, seal, filter element, labor, freight 2366.46; Northeast Nebraska Telephone, telephone service 99.71; Wex Bank (Sinclair), fuel 91.10; Clearwater Village, water, sewer, business 54.00.

Neligh Area: Bomgaars, spring water, adapter sleeve 46.94; Farmer's Pride, fuel, tank lease 1227.38; Frontier Communications, telephone service 128.45; Lichtenberg Tire, flat repair, misc shop supplies 20.00; Neligh Auto, concentrate 119.94; Pollock Redi Mix, road gravel 276.08.

Tilden Area: Black Hills Energy, heating fuel 41.31; Bomgaars, poly sprayer, bathroom tissue, Windex refill 42.46; Tilden City, garbage, sewer, water 104.82; D & M Machinery, plugs, male tips 19.08; Farmer's Pride, fuel 1014.38; Frontier Communications, telephone service 78.24; Kayton International, couplings 68.60; Mitteis Gravel, road gravel 242.10; Mr. S's, fuel 62.00; Nebraska Public Power District, electricity 118.18; Pollock Redi Mix, road gravel 1252.40; Quick Serve, fuel 48.76.

Oakdale Area: Bomgaars, contractor bag, J-B cold weld, cleaning wand, broom, dust pan 68.85; Emme Sand, gravel 196.66; Farmer's Pride, fuel 2551.88; Great Plains Communications, telephone service 126.78; Mitteis Gravel, road gravel 86.22; Mr. S's, fuel 110.88; Nebraska Public Power District, electricity 59.14; Neligh Auto, antifreeze 59.94; Powerplan, fuel filter, adjuster, tapered ro., mileage charge, service accessories, labor, misc shop supplies 564.22; Reinke's Farm & City Service, maintenance tag, chain wall, misc parts, labor 80.40; Pollock Redi Mix, road gravel 3099.50.

Elgin Area: Bomgaars, safety vests 14.99; Bud's Sanitation, haul junk 242.19; Central Valley Ag, wisp spray, chain, wing nuts, cornerstone plus 82.19; Elkhorn Rural Public Power District, electricity 37.12; Emme Sand, gravel 897.07; Great Plains Communications, telephone service 138.31; Hometown Station, fuel 57.84; Sapp Bros, fuel 3439.41.

Reappraisal: Soarin Group, data processing 120.00; Eakes Office, pens, folders 28.68; NACO, Assessor workshop registration (M. Beckman) 125.00.

Register of Deeds: MIPS, data processing 302.40.

Law Enforcement: Advanced Correctional Healthcare, medications for inmate 10.43; Antelope Memorial Hospital, doctor visit for inmate 194.00; Cash-Wa Distributing, seasoning salt, spices, applesauce, pasta sauce, instant yeast, flour, gravy mix, sugar, coffee, chicken leg quarters, beef, cabbage dry mix, tater tots, fries, frozen pizzas, chicken breast patties, hoagie buns, dish washer 5775.40; Creative Product, dare products, basketballs, flying disk set, pens, activity books, awareness bracelets, stickers, buttons, pencil grips, DARE gym bag, soccer ball, football, shipping/handling 434.96; Custom Tech, e-Cigs 754.90; Dean's Market, beef patties, juice 340.44; Dollar General, cough drops, toothache relief, antibiotic ointment, pregnancy test, FGX-Hadley 3pk, FGX-HUGO 250ct 78.25; Farner Co, commissary candy bars 242.33; Keefe Supply Co, potato chips, coffee, jolly rancher, peanut butter wafers 193.92; Madison Co Sheriff, boarding prisoner expense 100.00; Morrison Farms, popcorn 129.60; Pinnacle Bank, composition notebooks, color books, filler paper, word searches, sugar, feminine hygiene products, antiperspirant, shampoo, conditioner, body wash, freezer bags, assorted cereal, coconut oil, baby powder, acne control, soap, lotion, knee high socks, elastic, scrub, lip balm, assorted soda pop flavors 550.36; Thriftway Market, dish soap, milk, eggs, onions, hamburger buns, pork beans, apple juice, bananas, grape jelly, hamburger buns, cucumbers, russet potatoes, tomatoes, sugar, beef patties, tea bags, vanilla cookies, margarine, syrup, water, Gatorade, ice, peas, corn, green beans 1518.25; Wanek Pharmacy, prescriptions for inmates 392.72; 319 Graphics, employee shirts 1153.34; Charm-Tex, shampoo, conditioner, tumbler, hair clipper kit, clipper spray 337.20.

General: Payroll, 91,984.89; AFLAC, insurance 854.11; Ameritas, retirement 13,583.63; BC/BS, insurance 65,030.78; Colonial Life, insurance 58.25; Federal Withholding, 10,702.05; 1st Concord Benefit, insurance 928.33; Madison National Life, insurance 436.90; NACO Vision, insurance 437.15; Garnishment, 544.00; Nebraska Department of Revenue, state tax 3491.91; Social Security, 18,622.20; Washington National, insurance 307.65.

Road & Bridge: Payroll, 50,346.55; AFLAC, insurance 388.31; Ameritas, retirement 7215.90; BC/BS, insurance 43,135.18; Colonial Life, insurance 18.00; Federal Withholding, 4614.80; 1st Concord Benefit, insurance 312.50; Garnishment, 322.84; Madison National Life, insurance 249.43; NACO Vision, insurance 199.80; Nebraska Department of Revenue, state tax 1636.70; Social Security, 9979.24; Washington National, insurance 133.40.

Ed Schindler /s/8-8-2017

Jerald Schwager /s/8-8-2017

Charles Henery /s/8-8-2017

Motion by Commissioner Jacob to pay payroll claims except Eli Jacobs road and bridge and commissioner claims. Motion was seconded by Commissioner Schwager. Voting aye: Henery, Schwager, Jacob and Kerkman. Schindler abstained. Nays none. Motion carried.

Motion by Commissioner Schwager, seconded by Commissioner Schindler to pay Eli Jacobs road and bridge & commissioner payroll claims. Voting aye: Schwager, Schindler, Henery and Kerkman. Jacob abstained. Nays none. Motion carried.

Correspondence was reviewed: Email from US Department of Transportation reminding if Federal Funds were expended in 2016-2017 to include in fiscal year audit; Paperwork reduction Act Burden Statement – OMB; Menard, Inc Charge Purchase acceptance letter; One Room School Project donation request; UBT AMH Revenue Funding Bonds; NIRMA Safety Shorts. Commissioner Jacob, Kerkman and Schindler will be attending the Fall Northeast Meeting in Columbus on September 15, 2017.

Planning and Zoning July Permit Report was reviewed and put on file.

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

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

Clerk of the District Court July Fee Report was reviewed and put on file.

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

Planning Commission Meeting Minutes from 05-30-2017 were reviewed and put on file.

Pledge Collateral was reviewed. Pinnacle Bank currently has \$630,000.00 coverage, including \$250,000.00 FDIC Insured Funds. Trish Smith at Pinnacle Bank is working on getting a total of \$1,270,000.00 coverage. This will be available on Friday in time for the vendor claim deposit.

Road Boss Report: Signed with one-way traffic. We plan on grinding Monday and Tuesday, shoot oil Wednesday, and lay it on Thursday. Detouring is hard, but there is a chance of rain all of next week. Finishing up final grind on Furstenau Road. Casey also has a crew working on Carpenter Road, out by Gary Jones, wanting to have that opened by the end of the week. Hoping for a little rain out by Furstenau. Hopefully, that road should be opened by the end of the week. We will move the grinder up to Smith's next week. Grinder schedule is important. We are working on drying windrows. Oil is ordered for two (2) miles next week Tuesday and Wednesday, weather cooperating. We have canceled oil twice, because of rain. After finish grinding

the Smith road next week, we will move the grinder to the 8 mile, and will start the second and third mile to the north. After that we will move to the Oakdale Bridge Road. This keeps getting pushed back, because we can do this in the rain. Armor Coaters are coming the first of September. Oil patching crew is out on the 8 mile now, we are doing some cutting and patching getting ready for armor coating. Only two (2) miles will be ground and returned to gravel this year. It is still undetermined which roads need to be returned to gravel.

Oakdale Ball Fields: The ball fields lay directly east of the Oakdale Barn. Antelope County has been discussing purchasing land across the road to the north. This area is full of trees. The ball fields are a full city block and runs adjacent to county property. Casey believes this property would be valuable to the county in terms of storage of various items, including cement, windrows, and equipment. At present, because is it owned by the village, there is no actual assessed value. A comparable approximately 3 blocks from there is a block valued at \$3,100.00. The ball fields would need little to prep in order to be usable, unlike the lot across the street.

Road Boss, Casey Dittrich was approached by Village of Oakdale Board Chairman regarding **grinding of Oakdale's east end of main street to Highway 275**. It is in need of repair and they are requesting the county to grind up the current street. They would hire another entity to mix and shoot new asphalt. The commissioners are in agreement this could be a doable project, but would have to be done when Antelope County has the time, and work force. However, negotiating a price could prove to be difficult.

Discussion lead to have Road Boss negotiate the ball fields and grinding of the road. A motion was made by Commissioner Schwager, seconded by Commissioner Jacob to allow Casey to negotiate with Village of Oakdale to trade grinding of main street for the ball fields. Motion was rescinded by Commissioner Schwager, and Commissioner Jacob. No action. Casey is to discuss with Oakdale what they are willing to deal regarding the ball field block and grinding of main street, and report to the Commissioners on August 29, 2017. No further action.

Motion by Commissioner Henery, seconded by Commissioner Schwager to allow **clerk to advertise** for bids for the bridge project on Sargent Road and Bridge Project North of Clearwater. Brian McDonald, Highway Superintendent is working on advertising verbiage same. Voting aye: Henery, Schwager, Jacob, Schindler and Kerkman. Nays none. Motion carried.

Road Access Permit was submitted by Tim Pellatz. Tim is interested in widening a **road access** in Section 17, Township 27, Range 6 West of the 6th P.M. Road Boss, Casey Dittrich stated he did not think an actual permit is needed to widen this access. He has spoken with Mr. Pellatz, and will be supplying dirt/sand/clay to help build the access. No action.

Mr. Tim Pellatz is requesting a culvert, Casey will be working with him regarding same. No action.

Commissioner Jacob has obtained two (2) price quotes for a **heating unit** for the Orchard Barn. Hughes Construction Inc \$8,296.00 and Adams Electric, Heating and AC, Inc \$5,400.00. Motion by Commissioner Schwager, seconded by Commissioner Schindler to hire Adams Electric to install and complete heating unit. Voting aye: Schwager, Schindler, Henery and Kerkman. Nays none. Jacob abstains.

County Constituent, Bob Snodgrass asked about wheel loader/backhoe. It was stated this piece of equipment was damaged by a dump truck backing into it, and it is in an insurance claim with NIRMA. No further action or discussion.

Motion by Commissioner Schwager, seconded by Commissioner Schindler to pay **Township Maintenance Claims** as listed. Voting aye: Henery, Schindler, Jacob, Schwager and Kerkman. Nays none. Motion carried.

AUGUST 8, 2017 TOWNSHIP BILLS

TINSLEY GRAIN EMME SAND & GRAVEL	ROYAL	\$3,603.30	\$3,603.30	POLLOCK	CEDAR	\$877.71		
	SHERMAN	\$177.11			CLEARWATER	\$419.60		
	CEDAR	\$196.93			CUSTER	\$645.14		
	ELGIN	\$1,333.85			FRENCHTOWN	\$731.22		
	GRANT	\$187.50			OAKDALE	\$224.68		
	LINCOLN	\$197.30			ORD	\$1,772.60		
	LOGAN	\$761.28			TOTAL		\$4,670.95	
	OAKDALE	\$1,508.68			MITTEIS	5-Jul	SHERMAN	\$6,217.02
	STANTON	\$2,560.86					VERDIGRIS	\$5,393.88
	TOTAL		\$6,746.40			2-Aug	ELGIN	\$379.53
HINRICHSSEN SAND	CUSTER	\$137.64			ELLSWORTH	\$2,397.15		
	NELIGH	\$455.21			OAKDALE	\$1,628.55		
	BLAINE	\$105.89			ROYAL	\$1,617.66		
	TOTAL		\$698.74		SHERMAN	\$182.25		
					VERDIGRIS	\$871.02		
				TOTAL		\$18,687.06		

Cody Wickham, with **D A Davidson** Fixed Income Capital Markets, met with the commissioners to introduce himself and to follow-up Mr. Buchanan, First National Capital Markets, regarding **refinancing of the current jail bonds**. He was requesting a second bid with the refinancing. There are some pros and cons to refinancing prior to the call date. There have been watching the bonds, and there is not a pressing. The life of the bonds is allowed one refunding. He reminded the commissioners of the negative arbitrage. Every month that goes by and gets closer to the anniversary date of November 2018 saves the amount of double interest Antelope County would be paying on both the old and new bonds. Mr. Wickham ran analysis for Proportional Solutions and Accelerated Solutions. He did not present any new information, and stated the resolutions that were passed to refund the bonds and purchase new are not underwriter specific. No action taken. Refinancing can happen any time when a savings can be recognized. However, during the first buyup, investors are guaranteed five (5) years interest.

10:00 AM Met with Regina Krebs, budget authoritarian regarding levying authority for the subdivisions and fire districts. The following subdivisions submitted preliminary request to the county board by the August 1, 2017 deadline; **Rural Fire Districts** of Brunswick, Clearwater, Elgin, Neligh, Oakdale, Orchard, and Tilden. Motion by Commissioner Schwager seconded by Commissioner Henery to allow the fire districts to fall within the county **levying** authority and to allow up 2 ½ cents. Those voting aye: Henery, Schindler, Schwager, Jacob and Kerkman. Nays none. Motion carried.

10:04 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 2 minutes.

Liz Doerr, **Zoning Administrator** gave the following report. The public hearing for the commissioners to approve the updated Zoning Regulations is tentatively scheduled for September 12th, 2017 at 1:00 PM, in the Commissioners Meeting Room of the Antelope County Courthouse, Neligh, Nebraska. The proposed Zoning Maps and proposed regulations have been uploaded to the website for public review and inspection. The changes initiated by the Planning Commission will also be posted. Liz and Keith Marvin will be meeting via phone on Friday to review the proposed changes, to make sure they are on the same page. Monthly permit was presented, and Planning and Zoning minutes. Liz asked about Roger Naptons Conditional Use Permit. When the commissioners approved the original permit, it was approved with a yearly review. She wished to clarify who was supposed to review, and what to be reviewed. The commissioners recommended she go out and do an inspection. She can report back as to what she finds. The commissioners agreed he was off of the Highway ROW, but it may be over on county ROW.

Antelope Country Club liquor license renewal was printed on July 26, 2017, with comments to be presented by Monday, August 7th, 2017. No concerns or comments were brought forward. Motion by Commissioner Schindler, seconded by Commissioner Jacob to approve the Antelope Country Club Class C Liquor license. Those voting aye: Henery, Schwager, Schindler, Jacob and Kerkman. Nays none. Motion carried.

Motion by Commissioner Schwager, seconded by Commissioner Henery to accept the 2016/2017 County Official **inventories** received from the following office: Clerk, Treasurer, Assessor, County Judge, Clerk of the District Court, 4-H & Extension Office, Veterans Service Office, Attorney, Zoning Administrator, County Engineer/Custodian, County Weed Control and the County Real Estate. Those voting aye: Schwager, Henery, Schindler, Jacob and Kerkman. Motion carried.

Antelope County Treasurer, Deb Branstiter is required by State Statute 77-1719.02 to report a return of the **Distress Warrants**. Deb presented the 2015 Distress Warrants showing collected and uncollected delinquent personal property. Antelope County Sheriff collected \$15,372.12, leaving a total of \$2,908.78 uncollected. List was reviewed and put on file.

Clearlyfy: Antelope County installed a new Avaya phone system. With this system there is a SIP line. This allows an internet line used for making telephone calls. One line has the capability of supporting five to seven calls. There would be no long-distance charges while utilizing this line. All of the offices are set up with the capability of utilizing these lines. Clearlyfy supports the management and accessibility. Motion by Commissioner Schwager, seconded by Commissioner Schindler to approve and adopt the Clearlyfy Mast agreement. Voting aye: Schwager, Schindler, Jacob, Henery and Kerkman. Nays none. Motion carried.

CLEARFLY COMMUNICATIONS MASTER SERVICES AGREEMENT

CUSTOMER INITIALS: _____ MSA ver. 20121220B Page 1 of 5

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

1. Scope.

Pursuant to this Agreement, Customer shall purchase and Clearlyfy 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 Clearlyfy 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. Clearlyfy 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 Clearlyfy are governed by the rules and conditions detailed in Exhibit B. Clearlyfy 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 Clearlyfy 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 Clearlyfy until proof of exemption is delivered to Clearlyfy by Customer. Taxes assessed before proof of exemption is delivered by Customer to Clearlyfy 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, Clearlyfy 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 Clearlyfy 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 Clearlyfy'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 Clearlyfy. 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 Clearlyfy continues to provide the Service after the Expiration Date, Clearlyfy shall continue to supply the Service to the Customer on a month-to-month basis at Clearlyfy'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)

Clearlyfy 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 Clearlyfy. Customer will submit requests for Service in a form designated by Clearlyfy ("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. Clearlyfy will notify Customer of acceptance of the Service Order by delivering (in writing or electronically) the date by which Clearlyfy will install service (the "Firm Order Commit 'FOC' Date") or by delivering the service. Customer agrees to pay Clearlyfy'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 Clearlyfy with written notice (with sufficient detail necessary to identify the affected Service) and Customer shall pay Clearlyfy 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) Clearlyfy 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.

Clearlyfy 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 Clearlyfy within 3 days after delivery of the Completion Notice that Service is not functioning properly, Clearlyfy 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 Clearlyfy 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 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 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. Clearlyfy reserves the right to charge Customer for toll usage in excess of 1,500 minutes per month, per telephone line. Clearlyfy 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 Clearlyfy 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'. Clearlyfy 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.

Clearlyfy 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 Clearlyfy ("On-Net Services"). Services utilizing access loops or long-haul backbone connections not owned and controlled by Clearlyfy ("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 Clearlyfy's IP network including the Clearlyfy-managed Customer Premise Equipment, the Clearlyfy Access Circuit, Clearlyfy backhaul facilities (if applicable), the Clearlyfy facilities at the Incumbent Local Exchange Carrier's central office, the Clearlyfy IP backbone network and Clearlyfy 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 Clearlyfy 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, Clearlyfy 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 Clearlyfy 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 Clearlyfy.

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 Clearlyfy's IP network including the Clearlyfy-managed CPE, the Clearlyfy Access Circuit, Clearlyfy backhaul facilities (if applicable), the Clearlyfy facilities at the ILEC central office, the Clearlyfy IP backbone network and Clearlyfy Voice Switching equipment. Clearlyfy'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 Clearlyfy IP network.

7.1.4 Service Level - Latency

Clearlyfy will maintain daily roundtrip Latency of 70 milliseconds or less within Clearlyfy'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 Clearlyfy.

7.1.5 Voice Quality

Clearlyfy 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 Clearlyfy'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 Clearlyfy.

7.2 Service Credits.

If Customer experiences a service interruption or outage caused by Clearlyfy 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 Clearfly. **CLEARFLY COMMUNICATIONS MASTER SERVICES AGREEMENT 7.3 Claims for Service Credits.** Claims for service credits must be received by e-mail sent to Clearfly within fifteen (15) days following the end of the month in which the service interruption occurred. All claims are to be made to billing@clearfly.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, Clearfly will notify the Customer following investigation of the application. If rejected, the notification will specify the basis for rejection. If approved, Clearfly will credit Customer's account upon review of the outage or interruption on which the credit request is based.

7.4 Maintenance.

Clearfly may from time to time suspend service to the Customer for routine maintenance or construction. Clearfly will use its best efforts to keep any such suspension to a minimum time period. Clearfly 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@clearfly.net

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

Customer Service & Provisioning:

Phone: (866) 652-7520 opt 3

Hours of Operation: 8 AM - 5 PM Mountain Time

Email: orders@clearfly.net

Billing:

Phone: (866) 652-7520 opt 4

Hours of Operation: 9 AM - 4 PM Pacific Time

Email: billing@clearfly.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. Clearfly's termination of this Agreement for cause shall not act as a waiver or otherwise prejudice the rights of Clearfly to collect any amounts due under this Agreement. In the event Clearfly 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 Clearfly 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 Clearfly identifying the affected Service Order with Clearfly providing a ticket number for confirmation purposes. If Customer does so, Customer shall pay Clearfly 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) Clearfly'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 Clearfly confirmed electronic notice to Clearfly. If Customer does so, or if Service is terminated by Clearfly hereunder as the result of Customer's default, Customer shall pay Clearfly 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 Clearfly's actual damages and are not a penalty.

Clearly Un-Bundled Trunk (UBT) Service Trial Exception

For Clearfly UBT Service and Equipment Rental Service ordered in conjunction with Clearfly 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 Clearfly 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 Clearfly any equipment provided by Clearfly and for any costs incurred by Clearfly to terminate any third party contracts necessary to provide the Service being terminated. Service charges will continue to accrue until any Clearfly 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 Clearfly has not provided any equipment.

9. 911 and E911.

9.1 Limitations.

The Service includes a 911 and/or 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, Clearfly 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 Clearfly, 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 Clearfly 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 Clearfly to move the Service to a difference service location address. Failure to notify Clearfly of any changes in address will result in Clearfly 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 Clearfly 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 Clearfly of an address change at the service address from where the call is placed, Clearfly 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**

COMMUNICATIONS MASTER SERVICES AGREEMENT 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 Clearfly 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, Clearfly 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 Clearfly's communications-related products and services or special promotions. Clearfly, 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, Clearfly, its joint venture partners and its independent contractors would like Customer's approval so that Clearfly, 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 Clearfly, its joint venture partners and independent contractors believe may be of interest to Customer. Once you have given approval for Clearfly, 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 Clearfly, 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.

Clearfly is committed to maintaining Customer privacy. Clearfly believes Customer is entitled to know how Clearfly will collect, use, and protect Customer information. Accordingly, Clearfly has implemented a Privacy Policy that is available at www.clearfly.net/privacy.html. Clearfly 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 Clearfly's Acceptable Use Policy which is available at <http://www.clearfly.net/legal/aup.html>. Clearfly 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, Clearfly 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 Clearfly 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 Clearfly 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 Clearfly.

11.3 White Pages Directory Listing

Clearfly 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 Clearfly guarantee that a particular type of white pages listing is available. Clearfly strongly recommends Customer contact the relevant directory publisher for confirmation of any desired white pages listing to be published and Clearfly 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 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 Clearfly. Clearfly may assign this Agreement without Customer's consent to any entity that acquires all of the stock or substantially all of the assets of Clearfly.

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.

Clearfly 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

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

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.**

Tom Nelson, **Antelope County Veterans Service Officer** met with the Commissioners for his quarterly report. He reported: He has about 3 Veteran Home Applications. He is averaging 6-8 claims a week. Business has been steady. 3 appeals and reconsiderations. There have been 20 different veterans in, they have been repeat visits. He is average 3-4 on a daily basis. The process has been relatively prompt and timely. There have been some

denials, but they are finding it is more of a computer glitch. The computer is not responding properly with notifying the veteran. The system is being worked on and hopefully this situation will get rectified. State veterans Aid, we had two in Antelope County last year. We have one pending right now. We have not expended any of Antelope County money at this time. Because of the number of veterans, Tom believes the state funds may not last like they have in the past. Budget numbers are slightly up from last year. There is a push to replace the veteran's cemetery plaques. He is in the process of motivating this forward. There will be some accountability as these will be signed out by the family or the mortician.

County Attorney, Joe Abler met with the commissioners regarding **office re-location**. Mr. Abler is proposing to move his office from its current location in the basement of the courthouse annex to the first-floor south side of the old courthouse building. He was asked to gather information regarding changes needing to be made to the first-floor location. After checking with the Department of Health and Human Services, they have an agreement for space, and additional space for meetings. It was agreed, with DHHS approval to allow moving of the county attorney's office. Letter to be sent to DHHS, requesting approval. No further action.

Motion was made by Commissioner Henery seconded by Commissioner Schindler to adjourn. Voting aye: Schindler, Jacob, Henery, Schwager, and Kerkman. Nays none. Motion passed.

Meeting adjourned at 10:41 AM.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman of the Board, LeRoy Kerkman

Attest: _____
County Clerk, Lisa Payne