

December 12, 2017
Antelope County Board of Commissioners
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday, December 12, 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, Henery, Schwager, and Kerkman. Jacob absent. 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.

Review of Vendor and Payroll Claims.

Correspondence was reviewed: Barb Finn retirement party announcement; Fry Dairy Ltd Concentrated Animal Feeding Operation DEQ letter; email regarding the CBMP Bridge Project list; County Board members Conference Agenda; Self-Funded versus Fully Insured Health Plans; email regarding TERC cases pending; Report of the NSBA Indigent Defense Compensation Committee; Season Greetings from Matteo Sand and Gravel and Sapp Bros., Inc.; Recall on seatbelts 2008 GMC Sierra (Road Boss Informed); Countryman Associates PC regarding Convention Hospitality Suite; NIRMA the Interchange, November/December 2017.

Jack Allemang: Jack met with the commissioners to discuss an incident involving trees in the ditch/roadway and discussion had with Eli Jacob. The corner of 858th Road and 516th Avenue. He also discussed 859th Road and 516th Avenue. He expressed concern of the way this was presented. He indicates a conflict of interest between Eli's two (2) positions Commissioner or Road Employee. The incident described indicated Eli had 'hired' tree removal of Mr. Allemang's tree in the roadways. Jack had removed trees from the SW¹/₄, and is willing to remove the rest of the trees needed to make the visibility needed. However, he felt the employee/commissioner was more forceful and abrupt than he needed. He is willing to do what the county needs done. The stop sign in the road is largely ignored, however, the visibility is necessary, and Mr. Allemang agreed to clean up the visibility. IT was agreed, Casey Dittrich (Road Boss) will work with the land owner to have proper removal. Casey was not aware of the situation, and Mr. Allemang again requested the distinction between Eli working as a commissioner or a road employee. The commissioners agreed Casey should have been informed of and guided this situation.

Philip Jensen, representative from **Great Plains Communication** met with the Commissioners regarding changing of the phone carrier in follow-up of discussion from October meetings. The Commissioner requested he wait until January to move forward. Item was tabled. Discussion will continue in January 2018.

Motion by Commissioner Schwager to meet as a **Board of Equalization** at 9:29 AM. Motion seconded by Commissioner Schindler. Voting aye: Schwager, Schindler, Henery and Kerkman. Nays none. Motion carried. Jacob was absent. Met as a Board of Equalization for approximately five minutes. Motion by Commissioner Schwager, seconded by Commissioner Schindler to go out of Board of Equalization and back to regular session, at 9:33 AM. Voting aye: Schwager, Schindler, Henery and Kerkman. Nays none. Jacob absent. Motion carried.

Official Wage: Per discussion and motion to draft a resolution to set the Officials Wages for 2019, 2020, 2021, and 2022, from the December 5, 2017 the resolution below was approved with a motion from Commissioner Henery, seconded by Commissioner Schwager. No opposition voiced. Voting aye: Henery, Schwager, Schindler and Kerkman. Nays none. Motion carried. Jacob absent.

RESOLUTION
17-12-000002

**A RESOLUTION ESTABLISHING SALARIES FOR THE
ELECTED OFFICIALS OF ANTELOPE COUNTY, NEBRASKA**

WHEREAS, Pursuant to Section 23-1114 of the Revised Statutes of the State of Nebraska, the Board of County Commissioners are required to determine and set the salaries of the various Elected Officials of the County prior to January 15th of the year in which a General Election will be held for the respective offices;

WHEREAS, The Board of Commissioners of Antelope County, Nebraska, have met in order to establish the salaries for the Elected Officials of Antelope County, Nebraska, for the term commencing January 2019, pursuant to Nebraska Law. After conferring with County Officials, and after reviewing the financial situation of County Government, the Board finds that it is necessary and reasonable to establish new salaries for the Elected Officials of Antelope County, Nebraska;

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Antelope County, Nebraska, that the salary for the offices of County Assessor, County Clerk, County Clerk of District Court, and County Treasurer shall increase 1.5% more than the 2018 salary (\$53,953.20) to fifty-four thousand, seven hundred sixty-two dollars and 50/100 (\$54,762.50); and increase an additional 1.5% for the remaining three (3) years: Y2020: \$55,583.94; Y2021: \$56,417.70; Y2022: \$57,263.97. The salary for the office of County Sheriff shall increase 1.5% from the 2018 salary (\$57,457.03) to fifty-eight thousand three hundred eighteen dollars and 89/100 (\$58,318.89); and increase an additional 1.5% for the remaining three (3) years: Y2020: \$59,193.67; Y2021: \$60,081.58; Y2022: \$60,982.80. The office of County Attorney shall increase 1.5% over the 2018 salary (\$54,889.75) to fifty-five thousand seven hundred thirteen and 10/100 (\$55,713.10); and increase an additional 1.5% for the remaining three years: Y2020: \$56,548.80; Y2021 \$57,397.03; Y2022: \$58,257.99. The office of County Commissioner shall remain at fifteen thousand seven hundred forty-eight and 10/100 (\$15,748.10) annually.

Further, these salaries shall be adjusted on the first day of January in the year of 2020, 2021, and 2022 at a rate of 1.5% each year.

Further, for preparing the fiscal budget, the County Clerk shall be allowed an additional thirteen hundred dollars and 00/100 (\$1,300.00) to be added to the annual salary.

Further, the Board of County Commissioners sets the salaries of the elected official's deputies at no less than 65% and no more than 72% of the County Officials wage, to be awarded at the individual officials' discretion.

Resolution approved, passed and adopted this 12th day of December, 2017.

___/s/ LeRoy Kerkman _____

LeRoy Kerkman, Chairman

___/s/ Jerald Schwager _____

Jerald Schwager

___/s/ Edmund Schindler _____

Edmund Schindler

_____ no signature – absent _____

Eli Jacob

___/s/ Charles F. Henery _____

Charles F. Henery

ATTEST: ___/s/ Lisa Payne _____
County Clerk

Official Newspaper(s) for 2018: During the Commissioner meeting on December 5, 2017 a discussion was held regarding the Official County Newspaper for 2018. Various options such as appointing two (2) for six (6) months and then switching to the other two (2); trying a quarterly schedule and having one paper for three (3) months, then switching. After some discussion the commissioners tabled the item to be revisited today. Joan Wright with the Neligh News and Leader met with the commissioner with information that the four (4) local papers: Neligh News and Leader, The Elgin Review, Orchard News and Clearwater Record/Ewing News had agreed to charge the county at a quarter of the county rate of their current charges. She stated the entities had agreed to this in 2003 and she believed they had all adhered to same. She gave a little more history regarding the agreement and how it works. Dennis Morgan with the Elgin Review reiterated the same and stated they still honored same contract. With the above agreement in place

the Commissioners agreed to keep the four (4) newspapers as the official newspaper. Motion by Commissioner Schwager, seconded by Commissioner Henery to appoint The Neligh News and Leader, Clearwater Record/Ewing News, The Orchard News and The Elgin Review as the 2018 official Newspapers. Voting aye: Schwager, Henery, Schindler and Kerkman. Nays none. Jacob absent. Motion carried.

Cody Wickham, with DA Davidson met with the Commissioners regarding advanced refunding of the Jail Bonds. We are within a year of the call date. However, the market is flooded with other refinances. The call date is in November 2018. He believes a good time to start talking about refinancing would be by June or July, it would take approximately 30-45 days to which would work out right for the November call date, and would alleviate the negative arbitrage. He will continue to watch the market, but will probably be silent for six (6) to seven (7) months. He believes no action is needed. He will check back with the commissioners next summer. No further action.

Josh Framel, from Invenergy, gave a brief update on the lay down yard. There has been great progress: currently there are 81 hubs (nose cones), 81 cells, 60 towers (base middle and tower), 57 blade sets (3 blades per set). There should be 21 more towers and 24 more blade sets to be delivered. They should be here before Christmas, weather cooperating. Another thing Josh has informed the Sheriff that they would like to make a \$10,000.00 donation to the tower project. That check should be forthcoming. He will order the check, payable to the County Treasurer. Commissioner Henery reminded that money should go back into Inheritance Fund, since the invoice was paid out of it.

Boyd Pedersen, Antelope County Historical Society met with the Commissioners regarding a roof top air conditioning/heating unit at the Historical Museum. One of the roof top units has gone out, the unit is 20 years old. He has spoken with repair man and the estimate for repairing was \$3,552.00. He has gotten a couple of bids, Volkman Plumbing and Heating \$9874.00; and Hughes Construction Inc. bid for \$7,569.00. Boyd was open to suggestions and wanted to hear the commissioner's opinions. Motion by Commissioner Schwager, seconded by Commissioner Schindler to accept Hughes Construction bid of \$7,569.00. Voting aye: Schwager, Schindler, Henery and Kerkman. Nays none. Jacob absent. Motion passed.

Liz Doerr, **Zoning Administrator** was not in the office today, and did not report. She had reported last meeting she would not be available.

Road Boss Report: Completion of the **Bridge Matching Program Bridge List** – the preliminary list was presented during correspondence. We have two (2) of our own, plus the one on the Holt County line, that we are going to remove. Everything has been submitted, they will make a decision on January 12th, 2018. There will be a update meeting at Ltap. They will wait until everything is reviewed. Today, Casey requested to set a date for the **One and Six Year Plan** Public Hearing. Conversation was started at December 5th meeting. We do not have much funding left, because of the projects already completed, including Clearwater North Bridge re-decking, Koinzan Bridge and the Tilden West Project. By the time this is completed and paid for we will have maximized the budget. The one-year plan will probably be small. Bridge surprises will be a constant considering the age of current bridges. We can change and prioritize at the hearing. Casey believes last years One-Year Plan looks pretty complete. Motion by Commissioner Schwager, seconded by Commissioner Henery to set the public hearing for January 9th, 2017 time to be announced after confirmation with Brian McDonald, Highway Superintendent. **Budget** looks great, we are currently at 49%. We did a lot of oil repairs after the first of the fiscal year. We are at 49%. Casey thinks they are controlling expenses really well. Much work was completed over the last year, and we will continue as budget and cash flow allows. Brian is still working on the insurance settlement on the Royal North Bridge project.

Access Permits: Motion by Commissioner Schinder, seconded by Commissioner Henery to approve the application for access permit submitted by Invenergy to place a permanent access along 852nd Road for approximately 1265 feet along the south half of NE¼ Section 31, Township 26, Range 5 West of the 6th P.M., Antelope County, Nebraska. Richard Schrader – owner, access to be used for access to wind turbine site, all work to be done according to State and County specifications. Casey has inspected access, no changes noted. Marlin Conry to oversee the work. Those voting aye: Schwager, Schindler, Henery and Kerkman. Jacob absent. Nays none. Motion carried.

Underground Permit: Motion by Commissioner Schwager, seconded by Commissioner Henery to approve the application for underground permit submitted by Tedd Adams to place a permanent water line along 528th Avenue and 850th Road in the NW¼ of Section 13, Township 25, Range 6 West of the 6th P.M., Antelope County, Nebraska. Tedd Adams – owner, Boyd's Electric to place the line. Electric line to be used for fiber optic cable, all work to be done according to State and County specifications. Boring under all structures and below 48" minimum. Boyd's Electric to do work. Those voting aye: Schwager, Schindler, Henery and Kerkman. Jacob absent. Nays none. Motion carried.

Underground Permit: Motion by Commissioner Schindler, seconded by Commissioner Schwager to approve the application for underground permit submitted by Black Hills Energy to place a permanent gas line under 837th Road in the NW¼ of Section 24, Township 23, Range 7 West of the 6th P.M., Antelope County, Nebraska. Hoefer Land and Cattle Co. Inc. – owner. Gas line to supply natural gas to work space, all work to be done according to State and County specifications. Boring under all structures and below 48" minimum. Black Hills Energy will do the work. Those voting aye: Schwager, Schindler, Henery and Kerkman. Jacob absent. Nays none. Motion carried.

Township Claims: Motion by Commissioner Henery, seconded by Commissioner Schindler to approve payment of Township Claims to Gravel Vendors. Voting aye: Schwager, Schindler, Henery, and Kerkman. Nays none. Motion carried. Jacob absent.

Emme Gravel:	
Logan Township	\$ 193.33
Mitteis Sand and Gravel	
Verdigris Township	\$ 21.06
Sherman Township	\$ 852.11

Hinrichsen Sand and Gravel	
Blaine Township	\$ 2,192.73
Clearwater Township	\$ 84.58
Pollock Redi-Mix	
Blaine Township	\$ 704.16
Clearwater Township	\$2345.80

IT Contract: Approved during December 5th meeting:

SERVICE AGREEMENT

THIS SERVICE AGREEMENT made and entered into this _1st_ day of _January1, 2018 by and between Applied Connective Technologies, L.L.C., a Nebraska limited liability company, hereinafter referred to as ACT, and Antelope County hereinafter referred to as Client.

RECITALS

WITNESSETH:

WHEREAS, ACT is a Nebraska limited liability company authorized to transact business in the State of Nebraska and desires to render services to the Client upon the terms and under the conditions contained in this Service Agreement (the "Agreement").

WHEREAS, Client, located in the State of Nebraska fully authorized to transact business in the State of Nebraska and desires to purchase ACT's services upon the terms and under the conditions contained in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties hereinafter contained and for other good and valuable consideration as hereinafter set forth, ACT agrees to render services to the Client, and the Client agrees to purchase from ACT, the services hereinafter described upon the terms and under the conditions as set forth in this Service Agreement:

1. Description of Services. Beginning on January 1st, 2018, ACT will provide One Hundred Ten (100) service hours ("Service Hours") to the Client at a rate of \$105.00 per hour. Services that ACT may provide the Client include technical support, service and maintenance of the Client's telephony system, computer system, networking equipment, software, and connected equipment (i.e., printers, fax machines) (the "Services"). ACT shall keep records of the number of hours ACT renders Services to the Client and shall deduct said time from the remaining Service Hours. Travel time will be billed at one-half (1/2) of the hourly rate. A statement of Service Hours used by the Client and remaining Service Hours shall be provided to the Client upon request.

2. Term. The term of this Agreement shall be for a period of 12 months (the "Term") beginning on January 1st, 2018 and ending on December 31st, 2018 at 12:00 a.m. This Agreement shall automatically renew for successive terms of the same duration unless either party submits written notice of their intent to terminate this Agreement.

3. Performance of Services. The manner in which the Services are to be performed and the specific hours to be worked by ACT shall be determined by ACT and coordinated with the Client personnel. The Client must contact ACT to arrange for scheduling appointments in order to allow ACT to reasonably fulfill its obligations of this Agreement. Unused Service Hours shall be credited or refunded to Client at the expiration of this Agreement. The Client shall notify ACT whether the Client desires to have a credit with ACT or to receive a refund from ACT.

4. Payment. The Client shall pay a fee of _Ten Thousand Five Hundred (\$10,500) (the "Fee") for the Term of this Agreement. This fee is reduced 30% from ACT normal hourly rates. The Fee shall be due in full at the execution of this Agreement or in quarterly or monthly billings at the request of the Client.

5. Expense Reimbursement. ACT shall be entitled to reimbursement from the Client for software and hardware requested by the Client.

6. Independent Contractors. ACT is an independent contractor and nothing herein contained shall be construed to place the ACT and Client in the relationship of partners, joint venturers, or principal and agent and no party shall have any power to obligate or bind the other party in any manner whatsoever.

7. Indemnification. Each party hereto shall indemnify and hold the other party, its agents, and employees harmless from and against any and all claims and liability arising from the negligence or willful misconduct of such party, its agents or employees.

8. Confidential Information. The parties hereby acknowledge and agree that on and after the date hereof, and provided that the party seeking to enforce the provisions of this Section 8 is not then in default of its obligations hereunder, each party shall hold in the strictest confidence, and shall not use or disclose to any person, firm or corporation (other than on a need-to-know basis), without the written authorization of the other party, any Confidential Information in its possession pertaining to the other party, except as may be ordered by a court of competent jurisdiction of a claim involving the subject matter of such Confidential Information or except as otherwise required by applicable law or regulation. As used in this Agreement, "Confidential Information" means the terms and conditions contained in this Agreement, including the consideration payable hereunder, and all information, documents and materials not generally available to the public which have been provided by one party to the other in connection with the transactions contemplated hereby or which otherwise relate to, any of the Services rendered by ACT. ACT and Client each acknowledge and agree that any breach of this section would cause the other party irreparable harm. Accordingly, the non-breaching party may seek and obtain injunctive relief against the breach or threatened breach of this Section 8, in addition to any other remedies to which such party may be entitled at law or in equity.

9. Notices. All notices, requests, demands or other communications hereunder (including notices of all asserted actions, claims or demands) shall be in writing and shall be deemed to have been duly given upon personal delivery to the other party, or seventy-two (72) hours after deposit in the U.S. mail, certified or registered mail, return receipt requested, to the addressee at the address herein designated or such other address as may be designated in writing by notice given in the manner provided herein:
 If to ACT: Applied Connective Technologies, L.L.C.
 P.O. Box 446
 2558 Salebarn Rd.
 Albion, NE 68620
 If to Client: Antelope County
 501 M St Neligh, NE 68756

10. Entire Agreement. This Agreement is all of the agreement between the parties. Each party states that there are no oral promises that are not in this Agreement. No other agreement about the duties of either party that is not shown in this written Agreement is valid.

11. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12. Amendments. No amendments to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing and executed by all parties with the same formality as this Agreement is executed.

13. Cumulative Rights. All rights, powers and privileges conferred hereunder upon the parties, unless otherwise provided, shall be cumulative but not restricted to those given by law.

14. Grammar. In this Agreement if a singular word or phrase is used, it includes the plural and if the plural word is used, it includes the singular. The use of any gender in any word or phrase shall include all genders.

15. Nebraska Law. This Agreement shall be governed by the laws of the State of Nebraska

16. Headings. The numbered paragraphs of this Agreement have headings. The headings are for convenience only and are not a part of the Agreement.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute a single agreement.

APPLIED CONNECTIVE TECHNOLOGIES, LLC

 Signature

ANTELOPE COUNTY
 ___/S/ LeRoy Kerkman___
 Signature

Software as a Service Standard Service Contract Agreement

Master

Software As A Service Agreement (SaaS)

This Agreement is made effective as of **January 1st, 2018** and between **Applied Connective Technologies** of *PO Box 446, 2508 Salebarn Rd., Albion, NE 68620* and **Antelope County**, of *501 M St, Neligh, NE 68756*.

In this Agreement, the party who is contracting to receive services shall be referred to as "**The Client**", and the party who will be providing the services shall be referred to as "**ACT**". Applied Connective Technologies has a background in telephone, network, computer, software, and connected equipment related services and is willing to provide services to The Client based on this background. The Client desires to have services provided by ACT. Therefore, the parties agree as follows:

WHEREAS, The Client requires third-party hosted "software as a service" (the "Services," as further described herein) with respect to certain of its information technology needs;

WHEREAS, The Client requested a proposal from Service Provider for such Services;

WHEREAS, ACT has experience and expertise in the business of providing the Services;

WHEREAS, ACT submitted a proposal to The Client to perform such Services on behalf of The Client;

WHEREAS, ACT wishes to perform the Services and acknowledges that the successful performance of the Services and the security and availability of The Client's data ("Client Data," as further described herein) are critical to the operation of The Client's business; and,

WHEREAS, ACT has agreed to provide the Services to The Client, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. THE SERVICES. This Agreement sets forth the terms and conditions under which ACT agrees to license to The Client certain hosted software and provide all other services necessary for productive use of such software including customization / integration, user identification and password change management, data import / export, monitoring, technical support, maintenance, training, backup and recovery, and change management (the "Services") as further set forth on an Exhibit A (sequentially numbered) in the form of the Exhibit A attached hereto or in other statements of services containing substantially similar information and identified as an Exhibit A. The Agreement shall remain in effect unless terminated as provided for herein.

2. PAYMENT. The Client will pay a fee to ACT of **\$4,096** (tax not included) per contract term for the Services. This fee shall be payable in full at the signing of this contract; or in monthly or quarterly billings at The Clients preference.

Billing Preference: ___ **Annually** ___ **Quarterly** ___ **Monthly**

3. TERM/TERMINATION. This Agreement shall be effective for a period of **twelve (12) months**. This Agreement ___ **shall not** automatically renew for successive terms of the same duration. **X shall** automatically renew for successive terms of the same duration. unless either party submits in writing within the contract period a letter of termination.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that **ACT is an independent party** with respect to The Client, and not an employee of The Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of ACT.

5. EMPLOYEES. ACT employees, if any, who perform Services for The Client under this Agreement shall also be bound by the provisions of this Agreement.

6. INDEMNIFICATION. The Client agrees to indemnify and hold ACT harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against The Client that result from the acts or omissions of ACT, ACT employees, if any, and ACT's agents with regard to related Services.

7. CONFIDENTIALITY. ACT recognizes that The Client has and will have the following information: products, prices, costs, discounts, future plans, business affairs, trade secrets, technical information, customer lists and other proprietary information (collectively, Information") which are valuable, special and unique assets of The Client. ACT agrees that ACT will not at any time or in any manner, either directly or indirectly, use any Information for ACT's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of The Client. ACT will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

8. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

9. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as shown above. Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

11. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Nebraska.

Applied Connective Technologies, LLC.

By: ___/s/ LeRoy Kerkman_____ Title: Chairman of the Board ___ Date:12/12/2017

Antelope County

By: _____ Title: _____ Date: _____ *Software as a Service Standard Service Contract Agreement Page 3*

EXHIBIT A

ACT's Software as a Service Statement of Services

Webroot Endpoint Protection (28 device licenses, 1 servers) Webroot Endpoint Protection Cloud offers comprehensive security for your Windows-based laptops, desktops, and file servers as a hosted service, helping you to protect your business without installing additional hardware or management software. It is designed to safeguard your systems with advanced security technologies all managed from a single Web-based management console.

Malwarebytes Pro for Business (28 device licenses, 1 servers) Malwarebytes Anti-Malware for Business reduces your vulnerability to zero-hour malware by delivering industry-leading detection and remediation. Malwarebytes Anti-Malware for Business delivers fast, lean malware protection designed to supplement your current endpoint security solution. Our robust heuristic scanning engine detects and eliminates zero-hour malware other security solutions miss, enhancing your security posture and closing detection vulnerabilities. Continuum Remote Monitoring and Management (28 device licenses, 1 servers) Continuum's RMM platform dramatically increases your operational efficiency. Our intuitive, SaaS-based management portal allows ACT to easily backup, monitor, troubleshoot, and maintain desktops, servers, mobile devices and other endpoints. Essential Care provides back-office monitoring that helps you reduce the time needed to filter alerts and research resolutions. Our RMM software monitors all of your servers, and our NOC will alert you – day or night – when critical issues arise.

LogMeIn Central Remote Management (28 device licenses, 1 servers) Remote administration and management for servers, desktops and devices. Remote grouping, service, monitoring, reporting.

SonicWALL Gateway Anti-Virus/Anti-Spyware/Intrusion Prevention Services (TZ105 Appliance – SO and TZ300 Courthouse)

CGSS includes the Gateway Anti-Virus, Anti-Spyware, Intrusion Prevention, and Application Intelligence and Control Service to deliver intelligent, real-time network security protection against the latest blended threats, including viruses, spyware, worms, Trojans, software vulnerabilities and other malicious code. Application Intelligence and Control provides granular control and real-time visualization of applications to guarantee bandwidth prioritization and ensure maximum network security and productivity. The Dell SonicWALL Web Content Filtering Service (CFS) addresses safety, security and productivity concerns by providing the controls to enforce internet use policies and block access to harmful and unproductive web content.

Pledge Collateral: Total pledged collateral for the Imprest Account is at \$505,000.00. In addition there is \$250,000.00 FDIC insured.

Vendor Claims: Motion by Commissioner Henery, seconded by Commissioner Schindler to approve vendor claims as submitted. Voting aye: Henery, Schindler, Schwager and Kerkman. Nays none. Motion carried. Jacob absent. Warrant signed.

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

Melvin Ahlers, prior service 24.00; Antelope County Court, county court costs 102.00; Antelope County District Court, court costs 141.00; APCO, modification of license to add VHF vehicular repeater 210.00; Appera, micro swipes, dust mops, textile maintenance 44.99; Gordon Baker, prior service 72.00; Bear Graphics, xerographic paper 226.50; Black Hills Energy, heating fuel 645.33; Bomgaars, antifreeze, dust mask, dog food, inspection mirror, power plunger, fasteners, toilet paper, grab & go mister, key blanks 105.13; Dean Brown, prior service 25.00; Casey's, ex 993.15; Carney Law, justice searches, attorney fees 3240.62; Ardith Carr, prior service 108.00; Casey's, fuel 993.15; Elgin City, monthly recycling fee 250.00; Neligh City, monthly recycling fees, electricity, water, garbage 4018.28; Clearly Communications, telephone service 163.41; Clearwater Record, meeting proceedings, notice of meetings, proceedings/bills, board of equalization 60.40; Creative Product, dare supplies, rulers, pencils, stickers, latex balloons, drawstring bags, essay winner pins, shirts, shipping/handling 449.07; Cubby's, fuel 296.72; Das State, teletype, data processing 573.68; Doerr & Klein, court appointed attorney fees 1710.08; Dollar General, Lysol, dawn dish soap, Mr. Clean, 74.75; Dugan Forms, tax statements 510.99; Dusty's, fuel 214.50; Eakes Office, typewriter ribbon, Kleenex, DVD binders, waste basket 103.93; Elgin One Stop, fuel 174.66; Elgin Review, proceedings, notice of meetings, board of equalization 40.71; Elite Office Products monthly maintenance copier contract, paper pickup roller assembly, drum unit, desktop drawer organizer, equipment repair, drum, DEV kit 1043.33; Frontier Communication, telephone service 2110.96; Gembala Court Reporting, court reporting 78.75; Great Plains Communications, telephone service 190.00; Tessa Hain, Nebraska Cooperative Extension Association dues 105.00; Max Hieter, prior service 36.00; Hometown Station, cookies 13.15; Nadene Hughes, prior service 14.00; Jack's Uniforms, deputy shirts 107.89; Reynold Johnson, prior service 48.00; Jonny Dodge, replace passenger airbag inflator, verification test, filter, oil, oil change, 16 point inspection, labor 39.60; Lyle Juracek, labor to fix toilets, mount knife holder 75.00; Justice Data Solutions, jail management software support 2200.00; Frank Kamphaus, prior service 16.00; Lichtenberg Tire, 4-wheel alignment, lug nuts, miscellaneous shop supplies, flat tire repair, tires, tire mount/dismount, tire disposal fee, Nebraska tire fee, tire balancing, labor 372.54; Love Signs, jail magnets, shipping 65.24; Manatron, Marshall & Swift ratetable data 1108.32; Microfilm Imaging, monthly scanning equipment rent 87.00; Midwest Radar, radar check 280.00; MIPS, data processing 684.59; Morland, Easland & Lohrberg, court appointed attorney fees 618.18; Motoplex of Norfolk, oil change and service 198.25; NACO, county association membership dues 2310.14; Neligh News, ink stamper, shipping, meeting proceedings, notice of meetings, proceedings/bills, board of equalization, notary stamps, envelopes 267.05; Thomas Nelson, 2018 County Veteran Service Officers Association of Nebraska dues 60.00; Office Depot, dividers, cartridge, binders, markers, pockets, manila folders, file folders 198.08; Orchard News, meeting notices board of commissioners 51.69; Pathology Medical Services, postmortem exam, autopsy assistance, morgue use fee, blood supplies 2267.07; Donna Payne, prior service 25.00; Lisa Payne, laptop battery for county attorney office 37.99; Pinnacle Bank, mattress & box spring covers, fuel 74.98; Donald Poulsen, prior service 72.00; Quill Corp, 3-hole punch machine, frame, message stamp, plastic index tabs, ink pad, DYMO label writer, toner 743.37; Ramada Inn, two night room charge – weed control 146.00; Region IV, 3rd quarter fiscal year 2018 mental health and substance abuse services contributions 6047.25; Caroline Siems, prior service 25.00; Wex Bank (Sinclair), fuel 518.00; Stratton Delay Doele, court appointed attorney fees 8388.70; Thibault, Suhr & Thibault, copy of deposition – State v. Lierman 528.80; Uline Shipping, mop head replacements 109.24; UNL ITs Communication, telephone service 91.04; Verizon Wireless, telephone service 82.10; Clearwater Village, monthly recycling fee 250.00; Warren Garage Door, repairs to the east and west sally port doors 118.00; Bonita Welke, prior service 22.00; Wheeler County Court, copies 5.75; James Wilcox, prior service 72.00; David Willats, prior service 12.00; Woods & Aitken, professional services 28.00; Boyd's Network Solutions, AT&T CL81201 DECT 6.0 Cordless Phone with two handsets 2772.42; Flenniken Electric, labor to find faulty circuit, installing a new GFI, GFI, four square extension boxes 137.46; Pitney Bowes, postage 1131.90.

Road & Bridge: At Large, B's Enterprises, grader blades, flat drag blades 7100.00; Bomgaars, funnel, conditioner, Sta-Bil, starting fluid, RV antifreeze, diesel fuel supplements 101.70; Elkhorn Rural Public Power District, electricity 70.08; Farmer's Pride, fuel 3730.85; Funk Construction, remove bridge and install tubes on 854th RD, hoe culverts north of Clearwater, trim trees in ditch 844th RD/515th Ave 2080.00; Green Line Equipment, tractor rental 625.00; Hometown Station, fuel 527.76; Island Supply, oxygen, acetylene 178.20; JEO Consulting, engineering fees 12,565.75; Jonny Dodge, sleeve, V-clamp, cooler clamp, exhaust gasket, sealing washer, screws, spacer, lock nut, flange gasket, cable ties, labor 1053.20; Kelly Supply Company, round hole steel strainer 10.84; Kirby Enterprises, barbed wire, stretch stations, build one 30' gate rounding up, delivering supplies, labor 2365.00; Klabenes Construction, contract for bridge project 109,501.48; Kumm Gas, fuel 103.19; L Bar B Steakhouse, meals, coffee/tea, rolls for meeting 287.10; Lichtenberg Tire, flat repair, miscellaneous shop supplies, tire disposal fee, Nebraska tire fee, Hercules power trailer, Goodrich BFG, tire mount/dismount 901.13; Menards, discharge hose, sump pumps, hose barbs 239.96; Midwest Service, bridge service, sheet piles, flange, wire rope cables wire rope clamp 72,267.35; Mr. S's, fuel 582.69; NACO, ex 899.35; Neligh Auto, inline diode, grommet assortment 10.68; Newman Traffic Signs, carsonite post, freight 164.00; Nirma, CPR/AED manuals 273.00; Quick Serve, fuel 48.05; Reinke's Farm, Elite STIHL, freight 268.30; Royal One Stop, fuel, oil 56.90; Schroeder Land Surveying, surveyor fees S-T-R; 5-24-5, Project No. 2017-152Co 115.00; Verizon Wireless, telephone service 126.94; Wex Bank, fuel 195.70; Nebraska Safety Center, annual refresher training charge per person, annual county charge 235.00.

Brunswick Area: Dinkel Implement, equipment rental 2116.00; Frontier Communications, telephone service 78.90; Kumm Gas, fuel 2905.87; Mitteis Gravel, road gravel 2783.79; NMC Exchange, refill kit 456.27; North Central Public Power District, electricity 157.19; Brunswick Village, water, sewer, trash 93.00.

Orchard Area: Black Hills Energy, heating fuel 208.69; Bomgaars, antifreeze, fuel transfer hose, threaded seal 122.92; Tilden City, garbage, water, sewer 104.82; Dusty's, fuel 115.37; Farmer's Pride, fuel 2917.38; Frontier Communications, telephone service 79.97; Green Line Equipment, filter elements, hydraulic filters, fuel filter, fuel kit 471.39; Kayton International, bobcat rental 1500.00; Neligh Auto, oil, antifreeze tester 24.97; North Central Public Power District, electricity 66.14; Pollock Redi Mix, rock, crushed concrete 3583.06; Powerplan, mileage charge, air filter, filter element, hydraulic, kit, fuel filter, oil filter, fluid, freight, labor 2070.14; Royal One Stop, fuel 67.00; Warren Garage Door, channel transmitter 56.00.

Clearwater Area: B's Enterprises, culvert elbow, corrugated band 996.97; Black Hills Energy, heating fuel 102.32; Bomgaars, toilet bowl brush, dish soap, toilet bowl cleaner, spring water, fasteners, drill bit, bulk bolts, combo kit 340.56; Cubby's, fuel 69.18; Elkhorn Rural Public Power District, electricity 110.17; Emme Sand, road gravel 390.26; Farmer's Pride, fuel 2452.22; Green Line Equipment, equipment rental 625.00; Hinrichsen Sand, sand/fill mix, road gravel, bank run 759.27; Lichtenberg Tire, service call, miscellaneous shop supplies, tire mount/dismount, O-Ring 284.00; NMC Exchange, element, blade, lamp, CAT ELC, refill kit, V-belt set 389.68; Northeast Nebraska Telephone Co, telephone service 96.51; Pollock Redi Mix, road gravel, rock, fill sand 3373.80; Powerplan, bulb, freight/shipping 53.28; Wex Bank, fuel 121.71; Clearwater Village, water sewer, business 54.00.

Neligh Area: Bomgaars, push broom, spring water, shop towel, WD-40, lithium grease 62.36; Colonial Chemical, Citra-Burst, Blizzard (chemicals) 330.50; Cubby's, fuel 98.14; Emme Sand, gravel 288.60; Farmer's Pride, fuel 612.51; Frontier Communications, telephone service 129.25; Hinrichsen Sand, road gravel 1262.90; Kayton International, fittings, couplings, ½ HYD, bobcat rental 2915.36; Pollock Redi Mix, road gravel 1838.59.

Tilden Area: Bomgaars, hammer tacker 31.99; Constellation Energy Gas, heating fuel 21.42; D & M Machinery, rags, sea foam, starting fluid 48.30; Farmer's Pride, fuel 971.50; Frontier Communications, telephone service 78.89; Hinrichsen Sand, road gravel 1422.29; Matteo Sand, road gravel 308.40; Mr. S's, fuel 189.66; Nebraska Public Power District, electricity 181.13; Pollock Redi Mix, road gravel 1516.61; Quality Iron, electrode, ThermoDyne tip 115.50.

Oakdale Area: Black Hills Energy, heating fuel 52.54; Bomgaars, HL jack, contractor bag, ball mount, hitch pin/clip, 18V battery 239.95; Carquest of Neligh, bearing, diesel treatment, oil filter 41.35; Dinkel Implement, tractor rental 3760.20; Farmer's Pride, fuel 665.61; Great Plains Communications, telephone service 125.50; Green Line Equip, funnel, diesel exhaust fluid 121.18; Hinrichsen Sand, road gravel 2634.15; Lichtenberg Tire, service call, miscellaneous shop supplies, flat repair, O-ring 127.00; Matteo Sand, road gravel 630.72; Nebraska Public Power District, electricity 52.50; NMC Exchange, air filters, elements, filters 224.26; Pollock Redi Mix, road gravel 2194.88; Powerplan, mileage charge, labor to repair two leaking hydraulic hoses 103.91.

Elgin Area: Bomgaars, coupler, tarp strap, impact wrench, bathroom tissue 184.69; Black Hills Energy, heating fuel 119.67; Central Valley, oil mix, chain saw file, thread paste, hose clamp 13.26; Corner Service, tire repair 24.00; Elkhorn Rural Public Power District, electricity 40.70; Emme Sand, road gravel, rock 1773.01; Great Plains Communication, telephone service 138.93; Hinrichsen Sand, road gravel 997.53; Hometown Station, fuel

178.02; Jerry's Feed, salt fine rock 69.00; Lichtenberg Tire, service call, Bridgestone tires, tire mount/dismount, O-ring, miscellaneous shop supplies, Nebraska tire fee, labor, flat repair 4834.34; NMC Exchange, blades, element 194.85; Pollock Redi Mix, road gravel 242.66; Powerplan, wiper blade, freight/shipping, install new wiper blades, replace gas shock in seat suspension, seat suspension, labor 790.87; Road Builders, remove and reseal wing cylinder 906.00; Sapp Bros, fuel 2337.07.

Reappraisal Fund: International Association of Assessing Officials, 2018 dues 210.00; Elgin Review, subscription 35.00; Quill Corporation, keyboard 12.99.

Register of Deeds: MIPS, data processing 302.40.

Inheritance Fund: Antelope County Treasurer, transfer from Inheritance Fund to Road & Bridge 360,000.00.

Law Enforcement Fund: Bob Barker Co, 150.37; Cash-Wa Dist, ex 2482.42; Neligh City, duplicator 650.28; Custom Tech, eCigs 507.40; Dean's Market, cake mix, apple juice, orange juice 308.04; Dollar General, burn relief spray, over the counter medications 17.25; Elgin Appliance, washer and dryer 3319.00; Faith Regional, lab work for inmate 134.00; Farner Co, 53.20; Jonny Dodge, 2018 Dodge Pickup 10,000.00; Keefe Supply, coffee 108.00; Thriftway Market, onions, orange marmalade, pumpkin, carrots, celery, cranberries, lemons, milk, eggs, Kool-Aid, flour, yeast, powdered sugar, corn starch, butter, iodized salt, margarine spread 3044.30; Wanek Pharmacy, over the counter meds for inmates, prescriptions for inmates 401.59; 319 Graphics, sweatshirts 207.00.

Building Fund: Radec Construction, door security hinges, shipping fee 180.37.

General: Total Payroll, 88,948.95; AFLAC, insurance 856.71; Ameritas, retirement 13,693.18; BC/BS, insurance 57,073.74; Colonial Life, insurance 58.25; Federal Withholding, 10,734.35; 1st Concord Benefits, insurance 893.33; Garnishment, 544.00; Madison National Life, insurance 423.31; Nebraska Department of Revenue, state tax 3523.62; NACO Vision, insurance 437.15; Social Security, 18,045.16; Washington National, insurance 307.65.

Road & Bridge: Total Payroll, 49,434.56; AFLAC, insurance 388.31; Ameritas, retirement 7329.04; BC/BS, 36,673.00; Colonial Life, insurance 18.00; Garnishment, 332.98; Federal Withholding, 4649.63; 1st Concord Benefits, insurance 312.50; Madison National Life, insurance 247.44; Nebraska Department of Revenue, state tax 1661.74; NACO Vision, insurance 199.80; Social Security, 9814.08; Washington National, insurance 133.40.

Ed Schindler /s/12-12-2017

Jerald Schwager /s/12-12-2017

Charles Henery /s/ 12-12-2017

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

Payroll Claims: Motion by Commission Henery, seconded by Commissioner Schindler to pay payroll claims as submitted. Voting aye: Henery, Schwager and Kerkman. Nays: none. Commissioners Schindler abstain. Jacob absent. Motion carried. Warrant signed.

Receipts: \$7516.65 Mid-American Benefits, Inc – closing deductible buy down account.

Dean Smith again brought up the fact there is a very gray line on the Chain of Command with the Commissioners in dual positions.

There being no further activity or items on the agenda. Motion was made by Commissioner Henery, seconded by Commissioner Schwager to **adjourn**. Voting aye: Schindler, Henery, Schwager, and Kerkman. Nays none. Jacob absent Motion passed.

Meeting adjourned at 10:35AM.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman of the Board, LeRoy Kerkman

Attest: _____
County Clerk, Lisa Payne