



# Saline County Board of Commissioners

## Meeting Agenda

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### AGENDA

#### SALINE COUNTY BOARD OF COMMISSIONERS

#### SALINE COUNTY COURTHOUSE

#### Wilber, NE

#### 9:30 AM

#### **DATE: September 17, 2019**

This agenda is kept on a daily basis and may change from day to day as requests come in to the County Clerk's office. Requests to be on the agenda must be in the County Clerk's office 24 hours prior to the start of the meeting as stated above. This agenda is considered current on the day of the meeting and cannot be changed or altered except for an emergency.

**The Board reserves the right to go into executive session if such session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual.**

#### **ROLL CALL**

#### **APPROVAL OF AGENDA**

#### **APPROVAL OF MINUTES OF THE PREVIOUS MEETING**

Approval of minutes of the August 27th special budget meeting.

#### **CITIZENS FORUM**

#### **CORRESPONDENCE**

#### **REPORT OF OFFICIALS**

#### **BUSINESS FOR ACTION**

9:45 - VSO Forrest Doyle - Presentation of Certificate of Appreciation to County Veteran Robert Kasl

10:00 - Public Hearing for Property Tax Request, Approve Resolution #2019-079, setting Property Tax Request.

Approve Resolution #2019-080, Resolution of Adoption and Appropriations, and Finalize Budget.

10:30 - LeAnn Manning, Extension Educator - Crete Fun Run

Review, discuss and possibly approve bid recommendation for County Courtroom HVAC Unit.

Approval of MOU between Saline County (Diversion) and School Resource Personnel

Consider/Approve Inventories of County property.

Consider/Approve Clerk of the District Report of Fees for August.

Consider/Approve Sheriff Report of Fees for August.

Consider/Approve County Clerk Report of Fees for August

#### **RESOLUTIONS TO TRANSFER FUNDS**

Resolution #2019-081 - Transfer \$8,200 from General Fund #0100 to Aging Services Fund #2250 to be reimbursed when funds become available.

#### **HIGHWAY SUPERINTENDENT - ROAD AND BRIDGE MATTERS**

Discuss/Consider approval of EDF Milligan 1 Wind LLC Road Haul Agreement

#### **11:30 COUNTY GENERAL ASSISTANCE AND CLOSED SESSION MATTERS**

**CLAIMS APPROVAL  
ADJOURNMENT**

SALINE COUNTY BOARD OF COMMISSIONERS

The special meeting of the Saline County Board of Commissioners was called to order at 8:47 a.m. on Tuesday, August 27<sup>th</sup>, 2019, by Chairperson Marvin A. Kohout. Present were Kohout, Janet J. Henning and Phil Hardenburger, Commissioners, County Clerk Daryl Fikar and Administrative Assistant Tim McDermott. Commissioners Russ Karpisek and Stephanie A. Krivohlavek were absent.

The purpose of the meeting was to consider the approval of resolution #2019-072, setting the final levies for the Saline County Historical and Agricultural Societies, the Friend Community Healthcare District and the Saline County Rural Fire and Friend Rural Fire Districts, and to facilitate a budget discussion with CPA Brian Blobaum of Blobaum and Busboom.

Notice of said meeting was posted on August 21<sup>st</sup>, 2019 in the County Clerk's Office, in the Wilber, NE, the City Offices of Crete, Wilber and Friend and the Village Offices of Dorchester and DeWitt.

Let the record show that all proceedings are electronically recorded.

Kohout advised those present of the open meetings law posted at the back of the room.

Henning moved to approve the agenda as presented, seconded by Hardenburger. Voting aye were Henning, Kohout and Hardenburger, nays none, motion carried.

Henning moved to approve Resolution #2019-072, setting the final levies for 2019-20, seconded by Hardenburger. Voting aye were Hardenburger, Henning and Kohout, nays none, motion carried.

Brian Blobaum was present to update the Board on his budget calculations and to give the Board some options concerning the levies. It was decided to wait until the full Board is present prior to making any commitments. Blobaum will return at 10:00 a.m. on September 3<sup>rd</sup> for further discussions.

There being no further business to come before the Board, the meeting was adjourned at 9:37 a.m. The next regular meeting will be on September 3<sup>rd</sup>, 2019 at 9:30 a.m. in the Saline County Commissioners' Room, Courthouse, Wilber, NE.

ATTEST:

Daryl Fikar, County Clerk

Janet J. Henning

Marvin A. Kohout, Chairperson

Stephanie Krivohlavek

Russ Karpisek, Vice-Chairperson

Phil Hardenburger

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# The River Run

**Saturday, September 28, 2019**

**Tuxedo Park, Crete NE**

**Hosted by:**

**Crete Youth In Governance Team**

**Cost: \$25**

**Registration: 7:15-7:45 a.m.**

**5 K Race & 1 Mile Race/Walk-8:00 a.m.**

**Register online at: <https://go.unl.edu/2019riverrun>**

**Mail in registration: <https://go.unl.edu/2019riverrunmailin>**

**Registration postmarked by Sept. 13 will guarantee a t-shirt.**

**Online registration fee is \$30. No online registration available after Sept. 13.**

**Late fee for mail in or day of race is \$35 after Sept. 13th.**



**Age Divisions:**

**51 & over • 31-50 • 15-30 • 14 and under**

**Awards:**

**Medals awarded to top male & female finisher in all age divisions in both races.**

**For more information call 402-821-2151**

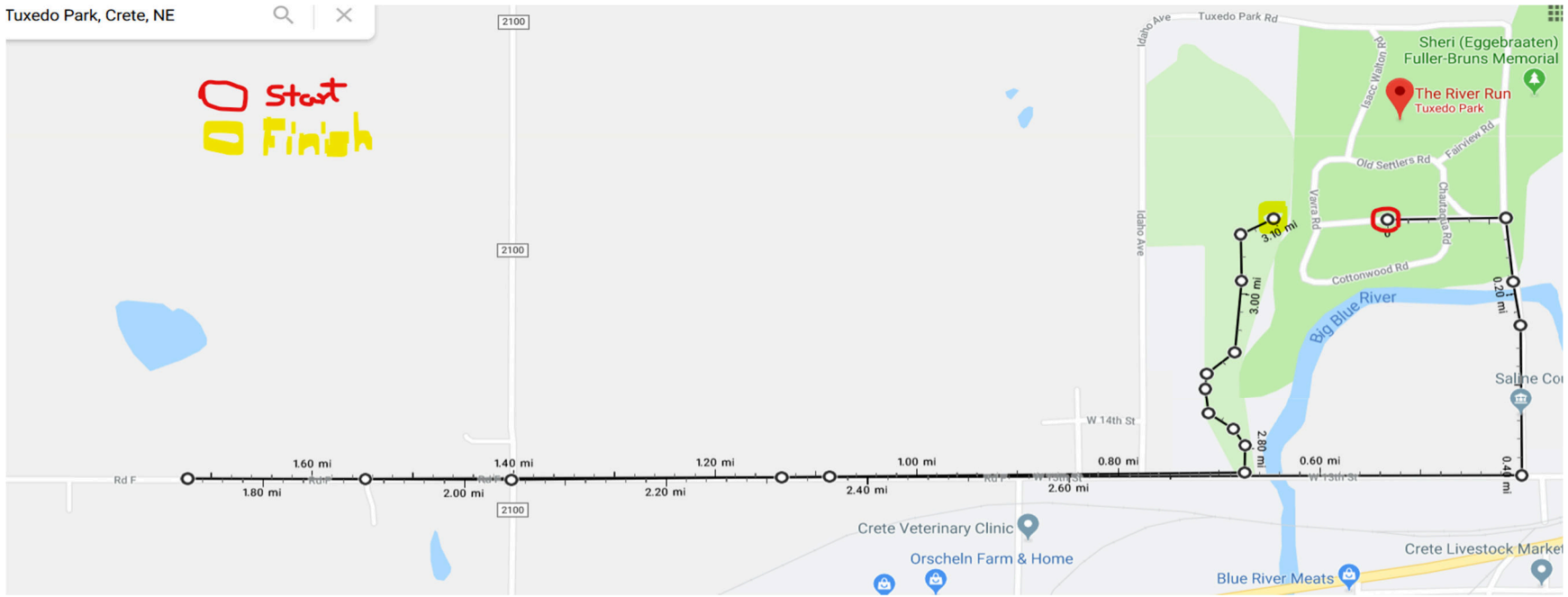
**Race contact: Leanne Manning, [leanne.manning@unl.edu](mailto:leanne.manning@unl.edu) or 402-821-2151**

**Proceeds go to further community development projects designated by the team.**

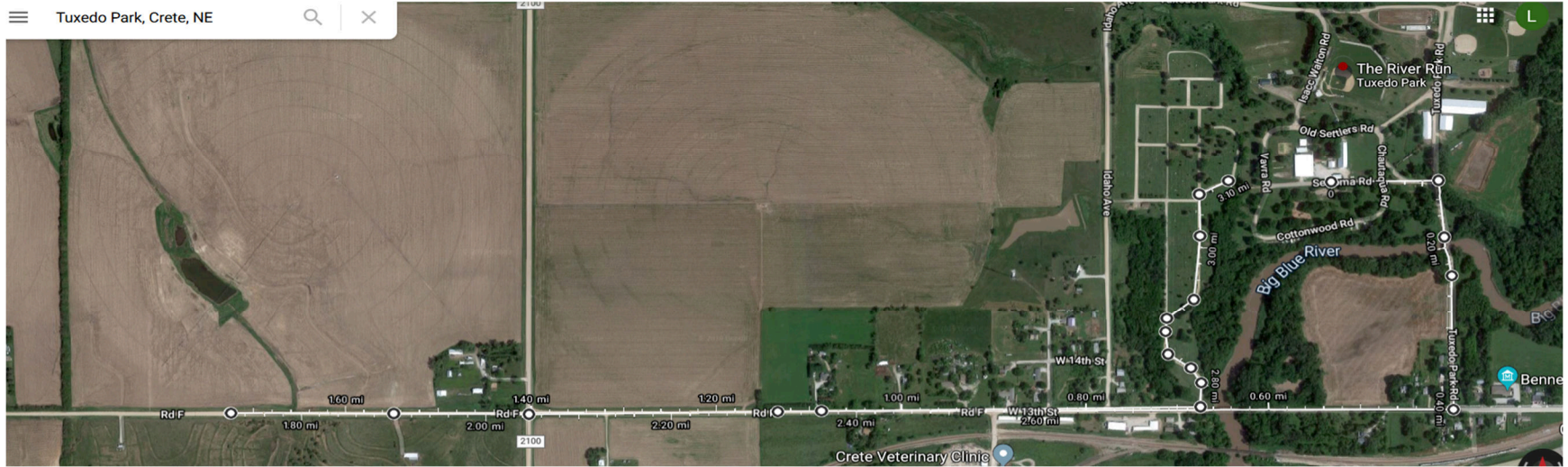
Tuxedo Park, Crete, NE



Start  
Finish



Tuxedo Park, Crete, NE



## AGREEMENT BETWEEN SALINE COUNTY AND ANA PEREZ MENDEZ

This agreement is between Saline County, Ana Perez Mendez and Crete Public Schools, to implement the School Intervention Worker(s) SIW(s). Saline County agrees to serve as fiscal agent for the School Intervention Worker funded by the Nebraska Crime Commission through the Community-Based Juvenile Services Aid grant as follows:

**Program Design:** Crete Public Schools (CPS) is responsible to supervise the School Intervention Worker(s) (SIW), and the SIW(s) will work with Saline County Juvenile Diversion and CPS staff to refer youths to the Program. Eligible youths will have the capacity to improve academic success and reduce truancy with a limited amount of support and supervision to sustain accountability. The SIW(s) will act as liaisons between the school, family, Saline County Juvenile Diversion and other community service providers involved with the student.

The School Intervention Worker(s) will

- 1) Identify and coordinate behavioral or academic intervention by clearly identifying the problem.
- 2) Selecting a strategy to address the problem.
- 3) Measuring the effectiveness of the strategy.
- 4) The intervention can include other supports within the school or community.

The School Intervention Program will provide service delivery and family involvement for

- 1) Delivering direct services with a family-centered, strength-based, needs driven and individually-based approach;
- 2) Assisting the youths and family to achieve goals as defined by Saline County Diversion or CPS.
- 3) Assessing the youths' support systems, building on identified strengths and facilitating involvement in school, family and community activities; and
- 4) Helping the family to identify long-term support systems and connect youths with those systems.

The referral process, a process for removal from the program and for discharge planning upon program completion will be jointly agreed upon by CPS and Saline County Juvenile Diversion.

Training for the School Intervention Worker(s) may be available through the Saline County Juvenile Diversion Program, local agencies and CPS.

**Program Oversight/Grant Management:** The School Intervention Worker(s) position will be a contract position. Grant management will be provided by Saline County serving as the fiscal agent for the Community-Based Juvenile Services Aid grant.

Saline County Juvenile Diversion and CPS will work together to establish screening, referral and evaluation processes for this project. An interview team from CPS and Saline County Juvenile Diversion will interview and make recommendations for hiring the SIW(s).

This agreement shall commence August, 19, 2019, and renew annually unless terminated or modified. The requesting agency shall provide written notice of termination or need for modification not less than 60 days prior to the date of termination/modifications.

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman, Saline County Board of Commissioners

ATTEST: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Ana Perez Mendez

ATTEST: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Crete Public Schools

ATTEST: \_\_\_\_\_

## COUNTY ROADS AGREEMENT

**THIS AGREEMENT** (the "Agreement") is made and entered into as of the \_\_\_\_ day of September, 2019, by and between Saline County, Nebraska (the "County") and Milligan 1 Wind LLC.

### *WITNESSETH:*

**Whereas**, Milligan 1 Wind LLC is in the process of developing a wind energy generating facility consisting of up to 300 MWs of nameplate capacity (the "Project") and, in connection therewith, has submitted a Conditional Use Permit application for the Project to the County in accordance with the Zoning Regulations for the County (the "Zoning Regulations"); and

**Whereas**, the County is directed and authorized to construct, administer, operate and maintain County roads in Saline County, Nebraska; and

**Whereas**, the County has the authority to impose reasonable rules, regulations and specifications for the use of County roads by public and private utilities; and

**Whereas**, Milligan 1 Wind LLC:

- (I) has provided to the County a preliminary site layout plan for the Project a copy of which is attached hereto as Exhibit "A" (the "Site Layout Plan"); and
- (II) Will, prior to the start of construction, physically mark the locations of the proposed Project Site access road entrances and the underground collection system cable crossings; and

**Whereas**, the County and Milligan 1 Wind LLC wish to set forth their understanding and agreement as to potential road issues relating to the construction and maintenance of the Project in this Agreement.

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

**Section 1. County Approvals.** The County hereby approves the following as depicted in the Site Layout Plan:

- (a) Project site access road entrances to the County roads; and
- (b) The turnout easements (public right-of-way) for the Project; and
- (c) Underground collection system cable crossings under the County roads and the County road rights-of-way subject to the County's right to require Milligan 1 Wind LLC to temporarily move such infrastructure any time after the completion of construction to accommodate the County's necessary work under the County Roads and in the County right-of-way.

(d) Aerial overhang of above ground transmission line on specific County roads and County right-of- way pursuant to County requirements.

**Section 2. Milligan 1 Wind LLC Undertakings.** Milligan 1 Wind LLC hereby agrees to undertake the following in connection with the development of the Project:

(a) Although the final plans for the Project may vary from the preliminary Site Layout Plan (Exhibit A), Milligan 1 Wind LLC represents and warrants that no wind turbines will be constructed in areas other than those areas for which the County has issued a Conditional Use Permit to Milligan 1 Wind LLC. All changes to the preliminary Site Layout Plan must be approved by the County, which approval shall not be unreasonably withheld, conditioned or delayed. For purposes of this Section 2, County shall mean the County Highway Superintendent.

(b) Milligan 1 Wind LLC will, prior to the start of construction, provide a transportation impact analysis to the County which (a) identifies by name and surface type the County roads which are to be used for construction of the Project; (b) includes a schedule of the across road bridges and culverts affected by the Project and the recommendations as to actions, if any, required with respect to such culverts and estimates as to the cost to replace such bridges and culverts and (c) sets forth the anticipated and potential road repair costs associated with the Project following construction of the wind turbines (the "Transportation Impact Analysis"). Before construction may proceed, the County must approve the Transportation Impact Analysis, which approval shall not be unreasonably withheld, conditioned or delayed.

(c) Permanent markers/stakes meeting the requirements of State and Federal regulations and Prudent Utility Practice shall be installed at the edge of the road right-of- ways to identify where the collection system cables cross the roads. "Prudent Utility Practices" means those practices, methods, specifications and standards of safety, performance, dependability, efficiency and economy generally recognized by the utility industry members in the United States as good and proper, and such other practices, methods or acts which, in the exercise of reasonable judgment by those reasonably experienced in the industry in light of the facts known at the time a decision is made, would be expected to accomplish the result intended at a reasonable cost and consistent with applicable laws, reliability, safety and expedition. Prudent Utility Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be a spectrum of good and proper practices, methods and acts.

(d) Prior to the start of wind turbine installation on the Project, Milligan 1 Wind LLC shall identify all heavy lift crawler crane road crossings at locations to be coordinated with County roads. County approval of such crossings shall not be unreasonably withheld, conditioned or delayed.

(e) Unless otherwise approved by the County, horizontal/directional boring shall be used so that the collection system cables cross under the roads such that the road surface shall not be cut and the cable shall be placed in conduit within the road right-of-

way. Such cables shall be a minimum of five (5) feet below ditch level and bore holes shall not exceed one and one-half (1½) times the diameter of the conduit or cable.

(f) Milligan 1 Wind LLC represents and warrants that the Project plans have been prepared by a qualified professional engineer, licensed in the State of Nebraska.

(g) Culvert pipes shall be used where the new Project site roads cross existing drainage ways in the road right-of-ways, the exact size of such culvert pipes to be determined at or prior to the time Milligan 1 Wind LLC submits an application for any required road use or right-of-way use permit. No spiral or plastic pipe will be used for any such culverts.

(h) In the event that County road corners are widened for truck navigation in connection with the development of the Project, such modifications shall satisfy County road standards, and shall remain in place inside the existing County road rights-of-way after construction unless the County specifically requests that such widening be removed.

(i) Milligan 1 Wind LLC shall pay to the County a Permit Fee of \$100 for each access point in connection with the Project (access point shall mean the point at which Milligan 1 Wind LLC accesses a County Road for the development of the Project) Milligan 1 constructs, and \$500 for each access point the County constructs, and said fee shall be deemed to provide permission for the overweight and oversize vehicles related to all towers to travel upon the County road, during the construction period, as designated in the approved Transportation Impact Analysis to be provided by Milligan 1 Wind LLC. The County's receipt of the Permit Fee shall not be deemed a waiver of any breach of this Agreement.

(j) Milligan 1 Wind LLC shall insure that its contractors, subcontractors, material suppliers and their respective transport providers transporting over width loads use the designated County roads during daylight hours only.

(k) If County roads degrade (by way of example and not limitation, "degrade" means to show signs of bleeding, rolling, breaking or pumping) while construction of the Project is ongoing due to construction activities or the volume of construction traffic related to the Project, Milligan 1 Wind LLC at the request of the County, shall promptly cause necessary remedies to be implemented to ensure continued safe passage of the traveling public; unless immediate hazards exist, in which case Milligan 1 Wind LLC shall take immediate action to make the road safe for the traveling public.

(l) Upon the request by the County, representatives of Milligan 1 Wind LLC shall meet with the school bus operator(s), the relevant school officials, and any other public service providers to ensure that County roads used by school buses or other public service providers are not closed during service hours or that acceptable alternative routes are put in place and to further ensure that suitable arrangements are put into place for the safe and timely transport of public service providers and the local children to and from school via the normal services for such transport.

(m) Milligan 1 Wind LLC upon the request of the County shall obtain and post traffic signs at various locations as an aid to traffic management. All such signage or postings shall comply with the Manual on Uniform Traffic Control Devices and any other applicable requirements set forth in the County Regulations.

(n) In the event that Milligan 1 Wind LLC moves a traffic control device to accommodate its construction traffic, such sign shall be immediately replaced by Milligan 1 Wind LLC at its expense. Areas where STOP signs are removed by Milligan 1 Wind LLC shall be properly manned until the STOP sign is replaced.

(o) Road and intersection closures shall be marked and signed in accordance with the Manual on Uniform Traffic Control Devices and any other applicable requirements set forth in the County Regulations.

(p) Oversize/overweight vehicles shall display slow moving vehicle emblems and provide escort vehicles and related signage and lighting as required by federal, state and local highway rules and regulations.

(q) At all times during the construction of the Project and repair work performed on County roads, Milligan 1 Wind LLC shall insure that construction areas and routes are material free, and obstructions or hazards remain passable. Upon request of the County, Milligan 1 Wind LLC shall clear any mud, dirt, debris, garbage, obstructions or hazards from a County road, culvert or ditch prior to dusk on the day it receives notice from the County. Provided, however, that if weather, safety or other unusual or extraordinary considerations prevent such remedy prior to dusk, the failure to do so shall not constitute a breach of this Agreement.

(r) If, during the course of construction of the Project, the County notifies Milligan 1 Wind LLC of conditions caused by the construction traffic or construction activities which make travel on a County road hazardous, Milligan 1 Wind LLC shall remediate the hazard (or place warning signs pending the remediation of the hazard) prior to dusk on the day it receives notice of the hazardous condition from the County, provided, however, that if weather, safety or other unusual or extraordinary considerations prevent such remedy prior to dusk, the failure to do so shall not constitute a breach of this Agreement.

(s) The County and/or its designee shall have reasonable access to the County roads to inspect the roads, culverts and adjacent ditches.

(t) Milligan 1 Wind LLC shall reimburse the County and/or its designee for all required inspection costs, including, but not limited to, engineer fees, incurred in connection with the road matters relating to the construction of the Project. Payments shall be made within thirty (30) days of receipt of such engineering bill or other bills by Milligan 1 Wind LLC. Said reimbursements shall not exceed five thousand dollars (\$5000) without a Supplemental Agreement.

(u) Milligan 1 Wind LLC shall hold harmless, indemnify, defend, pay costs of defense (including attorney's fees), and pay any and all claims or judgments which may

hereafter accrue against the County and/or the County Board, and/or their agents, servants, employees and attorneys arising out of any of the use of the County roads by Milligan 1 Wind LLC, its successors and/or assigns or its employees, agents, contractors, subcontractors and material suppliers and their respective transport providers in connection with the construction of the Project.

(v) Milligan 1 Wind LLC shall provide to the County any "As-Built" drawings of improvements to the County roads or road right-of-way that Milligan 1 Wind LLC, its engineers, contractors or subcontractors may possess.

(w) Milligan 1 Wind LLC shall take all commercial reasonable efforts to control dust.

(x) County grants an easement for the overhang of an above ground transmission line related to this Project in public right of way, subject to the approval of the County Hwy Superintendent. Prior to start of construction Milligan 1 Wind LLC shall provide an exhibit showing the location of the overhead transmission line and the right-of-way that will be affected. County agrees to: (a) allow one insulator to overhang into the county right of way; and (b) allow the blowout of the wire to extend over the physical road but in no instance shall the blowout extend 33 feet from the right-of-way line; and (c) the minimum clearance of the transmission line in the County Right-of-Way shall be no less than 25 feet.

(y) County grants an easement for the crossing of an underground collection system related to this Project in the public right-of-way, subject to the approval of the County Hwy Superintendent. Prior to start of construction Milligan 1 Wind LLC shall provide an exhibit to the County showing the location of all the underground collection crossings and Milligan 1 Wind LLC shall pay the fees in accordance with the County Roads Department Application Requesting Permission to Bury Utilities In or On County Right- Of-Way (attached hereto as Exhibit "C").

**Section 3. Pre-Project Roadway Condition Survey.** An independent pre-Project roadway condition survey shall be undertaken prior to commencement of work by Milligan 1 Wind LLC in the County, and shall record the condition of the county roads specified on the Site Layout Plan to be used or affected by the Project (the "Affected Roads"). Milligan 1 Wind LLC shall cause the results of the Independent Road Survey to be shared with the County promptly upon its receipt thereof. After review of the completed Independent Roadway Survey, Milligan 1 Wind LLC and the County agree to conduct an additional Independent Roadway Survey if any party deems such survey shall be necessary.

**Section 4. Milligan 1 Wind LLC Payment and Obligation to Repair County Roads.**

(a) In the event that Milligan 1 Wind LLC desires use of any County road which is an unsurfaced, unimproved dirt road, Milligan 1 Wind LLC shall, at its sole expense and subject to the review and approval of the County, improve such road with a gravel surface and install or improve culverts as directed by the County. Any access point denied landowners by construction of roads will be replaced at the expense of Milligan 1

Wind LLC at the County road department standards. In addition, at the conclusion of construction of the Project, Milligan 1 Wind LLC shall, at its expense, repair or cause to be repaired any damage to such road, including the culverts and the gravel surface, caused by the construction activities associated with the Project.

(b) Milligan 1 Wind LLC hereby agrees that after the construction of the Project, it shall, at its expense, repair, or cause to be repaired, any damage to the County roads caused by the construction activities associated with the Project (the "Repair Work") whether such damage is caused by Milligan 1 Wind LLC, its successors or assigns and/or its employees, agents, contractors, subcontractors, material suppliers and/or their respective transport providers. "Damage" shall include, but not be limited to, damage to the road surface, subsurface, culverts, bridges, drainage tiles, drainage facilities and adjacent ditches. Any repairs undertaken pursuant to this Section 4 shall be subject to approval by the County, such approval not to be unreasonably withheld, conditioned or delayed.

(c) All post-construction repair work shall be completed within six (6) months following construction of the Project, in accordance with the terms of this Agreement. If completion of the post-construction Repair Work cannot be completed within the period due to a force majeure event, then (I) the six (6) month repair period shall be tolled pending the resumption of the repair work and (II) Milligan 1 Wind LLC shall, at its expense, lay additional gravel, install barriers, post signs and take all actions necessary to make County roads damaged by Milligan 1 Wind LLC construction activities safe for vehicular traffic until such time that construction of the Project and the post-construction repair work is completed. All such actions undertaken by Milligan 1 Wind LLC shall be subject to the supervision and approval of the County.

Force Majeure Event. For the purpose of this subparagraph only, an event of "force majeure event" means any act, event, or condition that renders a Party wholly or partially unable to perform its obligations under this Agreement, to the extent that such act, event, or condition (a) is beyond the reasonable control of the Party relying thereon, (b) is not the result of any acts, unreasonable omissions, or delays of a Party relying thereon, and (c) cannot be remedied, avoided, or otherwise overcome by the prompt exercise of due diligence of the Party relying thereon.

(d) Milligan 1 Wind LLC shall provide written notice to the County when Milligan 1 Wind LLC has completed the Repair Work (the "Completion Notice")

(e) Upon the County's receipt of the Completion Notice by Milligan 1 Wind LLC, the County shall have thirty (30) days to inspect the Repair Work and provide written notice to Milligan 1 Wind LLC of rejections of the Repair Work in whole or in part (the "Rejection Notice"). The Rejection Notice, if any, shall be delivered by certified mail, return receipt requested to the address for Milligan 1 Wind LLC provided hereinafter in Section 11(g).

(i) If no Rejection Notice is tendered by the County, then the Letter of Credit shall be cancelled and returned to Milligan 1 Wind LLC and Milligan 1 Wind LLC shall be released from any further security obligation.

(ii) If a Rejection Notice is tendered by the County, then:

(1) Milligan 1 Wind LLC shall make repairs as identified in the Rejection Notice. Upon completion of such additional repair work, Milligan 1 Wind LLC shall serve the County with a supplemental Completion Notice and the notice procedures set forth herein shall apply; or

(2) Within ten (10) days of receipt of the Rejection Notice, Milligan 1 Wind LLC shall provide written demand to the County requesting that the County and Milligan 1 Wind LLC select an independent engineering firm to inspect the Repair Work and determine if additional repairs as demanded by the County in a Rejection Notice are reasonably required. The parties shall select an independent engineering firm within twenty-one (21) days of Milligan 1 Wind LLC's written demand. The independent engineering firm shall complete its inspection within thirty (30) days and issue its written report. The determination of said independent engineering firm shall be binding upon the parties hereto. The cost of the engineering firm for such inspection and report shall be divided evenly between the parties hereto.

(iii) The "Date of Final Acceptance" of all road repairs shall be the later of the following:

(1) The date of the delivery of the Completion Notice to the County if no Rejection Notice is given by the County to Milligan 1 Wind LLC; or

(2) If a Rejection Notice is given by the County to Milligan 1 Wind LLC, then either:

A. The date the identified repairs are completed to the reasonable satisfaction of the County; or

B. The date of the written report by the independent engineering firm showing no further repairs are necessary or reasonably required.

(f) Road repairs necessitated by or during decommissioning activities shall be completed to the reasonable satisfaction of the County and as further set forth in the Decommissioning Plan accepted and approved by the County.

**Section 5. County Undertakings.** In consideration for the obligations of Milligan 1 Wind LLC under this Agreement, the county agrees as follows:

(a) Beginning with the execution of this Agreement and continuing until the completion of construction of the Project, overweight, oversize and all other applicable and necessary permits shall be issued by the County in a timely manner and without additional compensation upon the filing of applications by or on behalf of Milligan 1 Wind LLC, its contractors and their respective transport providers, and the County agrees to send a copy of each permit issued to Milligan 1 Wind LLC at the address for Milligan 1 Wind LLC provided hereinafter in Section 11(g).

(b) The County will coordinate and cooperate with Milligan 1 Wind LLC, its contractors, subcontractors, material suppliers and their respective transport providers to minimize the impact of their use of the roads on normal traffic.

**Section 6. Insurance.** Milligan 1 Wind LLC shall furnish the County with evidence of liability insurance in the amount of at least Five Million Dollars (\$5,000,000) (United States Currency) per occurrence covering the construction activities of Milligan 1 Wind LLC contemplated by this agreement. Such limits can be met by combining the General Liability policy limits and the Umbrella Liability policy limits. County waives all rights against Milligan 1 Wind LLC and its officers, directors and employees, agents, sureties/financiers, contractors and consultants for loss or damage to extent covered and actually paid by such insurance. To the fullest extent permitted by law, the insurance shall include a waiver of subrogation against the County, the County Board of Commissioners, County Zoning Administrator, County Highway Superintendent, and the County's engineering firm. The insurance shall be written by a company rated by Standard & Poor's rating group as B+ or better or as otherwise determined to be acceptable by the County. A certificate of insurance shall be provided to the County Attorney and County before the commencement of any work by Milligan 1 Wind LLC, its contractors, subcontractors, material suppliers or their respective transport providers. The insurance policy shall provide for a thirty (30) day "prior notice of termination" provision in favor of the County. Should Milligan 1 Wind LLC allow such liability insurance to terminate prior to the completion of the construction contemplated by this Agreement, the County shall have recourse against the Letter of Credit for funds sufficient to cause the liability insurance to be reinstated until the completion of such construction. The County, the County Board of Commissioners, County Zoning Administrator, County Highway Superintendent, and the County's engineering firm shall be named as additional insureds on the policy.

**Section 7. Financial Security.**

(a) Within ten (10) business days of executing this Agreement, Milligan 1 Wind LLC shall provide the County with an unconditional, irrevocable commercial letter of credit (the "Letter of Credit ") issued by a sound financial institution authorized to transact business in the State of Nebraska in a form acceptable to the County and substantially in the form of Exhibit "B" attached hereto. Milligan 1 Wind LLC may start construction of the Project prior to delivering the Letter of Credit.

(b) The Letter of Credit shall provide security to the County during the construction of the Project, including the period of any repairs following construction. The Letter of Credit shall be in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000).

(c) The County shall not draw on the Letter of Credit until fifteen (15) days after the mailing of written notice to Milligan 1 Wind LLC specifying a default hereunder by Milligan 1 Wind LLC, during which fifteen (15) days Milligan 1 Wind LLC may cure such default and, in the event Milligan 1 Wind LLC so cures, the County shall not draw on the Letter of Credit on account of such default. The insuring or bonding over of any payment claim of a contractor, subcontractor or material supplier by Milligan 1 Wind LLC with the County shall constitute an acceptable cure of a default based upon Milligan 1 Wind LLC's failure to pay a contractor, subcontractor or material supplier.

(d) The Letter of Credit may be used by the County, in its sole discretion, to cure any uncured defaults of any kind or nature with respect to Milligan 1 Wind LLC's obligations under this Agreement, including, but not limited to:

(i) provide payment for any of Milligan 1 Wind LLC's obligations under this Agreement which remain unpaid for thirty (30) days after such obligations have been incurred and documented, which obligations shall include without limitation, modification and repairs of the County roads during construction of the Project and post-construction road repair work;

(ii) Keeping the liability insurance policy pursuant to Section 6 in force and effect;

(iii) Reimbursement for emergency actions by the County to protect public health and safety;

(iv) Reimbursement for such other actions (erection of traffic control signs, payment for outside consultants and advisors, *Et cet.*) as are provided for under this Agreement.

**Section 8. Bonding Requirements.** Any laborers, mechanics, and suppliers engaged to furnish services, materials or equipment on or to property owned by the County shall file an approved payment bond in compliance with Nebraska Revised Statute Section 52-118.

**Section 9. Future Work by Milligan 1 Wind LLC.** This Agreement is limited to the Project as described in the recitals to this Agreement and as depicted in Exhibit A attached hereto. In the event that Milligan 1 Wind LLC desires use of County roads for future maintenance work on the Project, then Milligan 1 Wind LLC shall be responsible for any road damage caused by any such maintenance work. In addition, the acquisition of individual permits may be required as needed for overweight or over length loads, which permits will be issued by the County in a timely manner upon the payment of the permit fee. In the event Milligan 1 Wind LLC desires to use the County Roads for the development of another Project, another roads agreement with the County shall be required.

**Section 10. Conditional Use Permit by the County.** The obligations of the parties hereto are subject to the approved Conditional Use permit (SAL03-16) and permitted use as defined in the Zoning Regulations for the Project by the County.

**Section 11. Miscellaneous.**

(a) Incorporation of Recitals. The Recitals set forth above are hereby incorporated herein and made a part of this Agreement.

(b) Remedies and Enforcement. Each of the parties hereto, their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party, or their successors or assigns, which default is not cured for a period of fifteen (15) days after written notice to the defaulting party of such default, the party seeking to enforce said provisions shall have the right of specific performance. The remedy of specific performance and injunctive relief shall not be exclusive of any other remedy available at law or in equity.

(c) Due Authorization. Milligan 1 Wind LLC hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Milligan 1 Wind LLC. The County hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.

(d) Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

(e) Entire Agreement. This Agreement contains the entire understanding of the parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between the parties.

(f) Amendments. No waiver of a party's rights hereunder shall be binding unless it shall be in writing and signed by the party against whom enforcement is sought. Any amendment or modification to this Agreement shall be in writing and executed by each party hereto.

(g) Notices. All notices shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the parties hereto at their respective addresses set forth below. Notice may be sent via facsimile to a facsimile number; provided, however, notice via facsimile shall be followed by notice delivered by personal service or via registered or certified mail, return receipt requested, postage prepaid. Notices shall be addressed as follows:

If to Milligan 1 Wind LLC:

Milligan 1 Wind LLC  
Attention Todd Eagleston  
601 Travis Street, #1700  
Houston, TX 77002  
Telephone: (281) 921-6108  
Todd.Eagleston@edf-re.com

With copy to:

Milligan 1 Wind LLC  
Attention: Program Implementation  
15445 Innovation Drive  
San Diego, CA 92128  
Telephone: (858) 521-3300  
Dwynne.igau@edf-re.com

If to the County:

Saline County Clerk  
PO Box 865  
Wilber, NE 68465  
Telephone: (402) 821-2374  
clerk@saline.nacone.org

And:

Saline County Attorney  
Attention:  
PO Box 713  
Wilber, NE 68465-0713  
Telephone: (402) 821-2531  
Eickmanlaw@hotmail.com

Or to such other party or address as any party hereto may from time to time designate in a written notice to other parties.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by tele copier shall be as effective as delivery of a manually signed counterpart to this Agreement.

(i) Commencement of Project. This Agreement shall be void if substantial construction of the Project is not commenced within three (3) years of the date of this Agreement.

(j) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska, (the state in which this Agreement is deemed to have been executed and delivered), irrespective of any conflict of law provisions.

(k) Forum Selection. The parties agree that any disputes arising out of, related to, or connected with this Agreement shall be litigated, if at all, solely in the District Court of Lancaster County, Nebraska.

(l) Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors, assignees and legal representatives. This Agreement may not be assigned without the written consent of the other parties hereto; provided however that Milligan 1 Wind LLC may collaterally assign this Agreement, without the consent of the County, in connection with any financing or refinancing of the Project. Any such collateral assignment will not relieve Milligan 1 Wind LLC of its obligations under this Agreement.

(m) No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

(n) Reimbursement of Costs. Milligan 1 Wind LLC shall reimburse the County for the expenses of any special meetings that may be held related to the adoption or amendment of this Agreement, including but not limited to the cost of publishing notice of such meetings in local newspapers and payment to the members of the County Board and support staff for attendance at such meetings. Such reimbursement payments shall be made within thirty (30) days of such meeting and shall be deposited in the County General Fund.

(o) Attorney's Fees and Costs. Milligan 1 Wind LLC agrees to reimburse the County and/or the County for all the attorneys' fees and costs associated with the negotiation, drafting and execution of this Agreement, the ongoing review of compliance with the Agreement, the review of all notices, Letters of Credit and all documents in connection with this Agreement or any extension, amendment or modification thereof, and all other legal work required by the County in connection therewith.

(p) Memorandum of Agreement. A Memorandum of the Agreement shall be recorded with the Saline County Register of Deeds by Milligan 1 Wind LLC at its expense within thirty (30) days after the execution of this Agreement and a copy of the recorded Memorandum shall be delivered to the County within sixty (60) days after the execution of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

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

**Saline County**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
County Board Chairman

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_  
County Clerk

**Milligan 1 Wind LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**LETTER OF CREDIT FORM  
IRREVOCABLE LETTER OF CREDIT**

Beneficiary:  
Saline County  
204 South High Street  
Wilber, NE 684665

Expiration Date: September 19, 2021

Amount: USD \$1,500,000.00

Applicant  
Milligan 1 Wind LLC  
15445 Innovation Drive  
San Diego, CA 92128

Ladies and Gentlemen:

We irrevocably authorize you to draw on us from time to time for the account of Milligan 1 Wind, LLC, in favor of Saline County (the "County") (the County being a "Beneficiary" hereunder) amounts, which, when aggregated with prior draws, do not exceed the Stated Amount \$1,500,000.00 (One Million Five Hundred Thousand United States Dollars and zero cents). The Stated Amount may be increased or reduced or reinstated from time to time as set forth in this Letter of Credit. We shall make funds available to you against presentation of a dated and appropriately completed draw request in the form of Attachment 1 hereto manually signed by the County Board Chairman or the County or an authorized officer of the County. This Letter of Credit is effective immediately.

Each draw request and all communications with respect to this Letter of Credit shall (I) be in writing and addressed to <BANK NAME> <BANK ADDRESS>, NEBRASKA <ZIP>, Attention of <NAME>< <TITLE>, (II) refer to this Letter of Credit, and (III) be delivered in person or by certified mail.

If a draw request is presented in compliance with the terms of this Letter of Credit by 11:00 A.M. Central Time on any Business Day, payment will be made not later than on the following Business Day and if a draw request is so presented to us after 11:00 A.M. Central Time on any Business Day, payment will be made on the second succeeding Business Day. Payment under this Letter of Credit shall be made in immediately available funds by wire transfer to such account as may be designated by the Beneficiary in the applicable draw request.

As used in this Letter of Credit, "Business Day" means any day other than a Saturday, Sunday, national or state holiday or other day on which commercial banks are authorized or required to close under the laws of the State of Nebraska.

This Letter of Credit shall expire on the Expiration Date set forth above.

In the event that a draw request fails to comply with the terms of this Letter of Credit, we shall, not later than the next Business Day, notify the Beneficiary in writing, specifying with particularity the reasons therefor. Such notice shall be delivered in person or sent by overnight

Exhibit B

delivery or sent by facsimile transmission to the Beneficiary. Upon being notified that a draw request was not effected in compliance with this Letter of Credit, the Beneficiary may attempt to correct such noncomplying draw request in accordance with the terms of this Letter of Credit.

This Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended, limited or amplified by reference to any other document, instrument or agreement, whether or not referred to herein.

This Letter of Credit contemplates multiple draws. Each draw shall reduce the amount available for subsequent draws under this Letter of Credit. The Stated Amount may be increased or reduced or reinstated by subsequent amendments hereto. Except when the amount of this letter of credit is increased, or the expiration date is extended, no amendment to this Letter of Credit shall be effective without the written concurrence of <BANK NAME>, the Letter of Credit Issuer and the County.

This Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (2007 Revision in Force as from 1<sup>st</sup> of July 2007), International Chamber of Commerce Publication Number 600 (the "Uniform Customs"). This Letter of Credit shall be deemed to be a contract made under the laws of the State of Nebraska and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of such State.

We irrevocably agree with you that any legal action or proceeding with respect to this Letter of Credit shall be brought in the Circuit Court for \_\_\_\_\_ County, Nebraska.

<BANK NAME>, the Letter of Credit Issuer

---

Authorized Signature

**ATTACHMENT 1  
DRAW REQUEST**

<BANK NAME>

*Attn:* <NAME>, <TITLE>

<ADDRESS>

<CITY>, <STATE> <ZIP>

Copy to:

<NAME>

<DEVELOPER NAME>

<ADDRESS>

<CITY>, <STATE> <ZIP>

<NAME OF DEVELOPER' ATTORNEY>

<FIRM NAME>

<ADDRESS>

<CITY>, <STATE> <ZIP>

Ladies and Gentlemen:

The undersigned Chairman of \_\_\_\_\_ County Board (the "County") (the "Beneficiary") hereby requests a draw in the amount of \$\_\_(this "Draw") against the Irrevocable Letter of Credit dated <MONTH DATE>, 20\_> (the "Letter of Credit"), issued by <BANK NAME> in favor of the County. Any capitalized term used but not defined herein shall have the meaning given to such term in the Letter of Credit.

In connection with this Draw, the Beneficiary hereby certifies, represents and warrants that:

- A) This Draw is authorized by the <NAME OF ROAD AGREEMENT> dated <MONTH DAY>, 20\_ entered into by <DEVELOPER NAME>) and the County (the " \_\_\_\_\_ County Road Agreement")
- B) This Draw is being made in accordance with and as permitted by Section 7 of the \_\_\_\_\_ County Road Agreement.
- C) The Beneficiary has determined that there has been a default under the Roads Agreement and that by reason thereof the Beneficiary is entitled to the amount demanded.
- D) The Beneficiary has given written notice of such default to <DEVELOPER NAME> in accordance with the terms of the \_\_\_\_\_ County Road Agreement and <DEVELOPER

NAME> has failed to cure the default within ten (10) days after the mailing of the written notice.

E) This Draw request, when aggregated with all prior draws under the Letter of Credit, does not exceed the Stated Amount.

F) You are directed to make payment of this Draw to \_\_\_\_\_.

*IN WITNESS WHEREOF*, the undersigned has executed and delivered this request on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ County,  
Nebraska As Beneficiary

By: \_\_\_\_\_

Name: \_\_\_\_\_  
County Board Chairman

EXHIBIT C

COUNTY ROAD DEPARTMENT
APPLICATION REQUESTING PERMISSION TO BURY UTILITIES
IN OR ON COUNTY RIGHT-OF-WAY

request permission from the
County Board of Commissioners to bury or locate (type of
utilities) or on the right-of-way of the County of

Length of Project: Legal Description:

Reason for the utility request:

Owner: Address:

Signature: Telephone: Date:

- 1. Line, Pipe or conduit less than 4" in diameter, \$100.00.
2. Line, pipe or conduit 4" in diameter or more but less than 8" in diameter \$500.00.
3. Line, pipe or conduit 8" in diameter or more, \$1000.00.
4. Telephone utilities are exempt from application fee.

Any person who fails to apply for and receive permission from County prior to
commencing construction shall be required to pay the above fee appropriate for the size of line,
pipe or conduit and in addition shall be required to pay a \$250.00 damage fee.

Owners and renters desiring to place waterline or gas line in or across County right-of-
way must have permission granted by the County Board of Commissioners. Water and
gas lines buried in the ROW or under the roadbed proper must be a minimum of 5' (water) and
6' (Gas) deep and be of steel, copper, or approved PVC pipe. All electric service that is buried
must be buried to the following depth, primary 60". All telephone communications minimum of
48". In case any of the foregoing services are disrupted, damaged, or put out of service the
County will not be liable in any way. Permission must be granted by the County
Board of Commissioners before any installation of Utilities. An approved sign shall be erected
on a post 5' above ground level designating the route and the location of the utility.

Approved ( ) Rejected ( ) Date
Highway Superintendent

Approved ( ) Rejected ( ) Date
Chairman

APS7  
9/12/19  
13:54:49

23.1  
LINE  
BOARD PREAPPROVAL REPORT  
GENERAL  
FROM 09/27/2019 TO 09/27/2019

Account #	Description	Account Amt	Vendor	Invoice Description	Claim #
*****					
603-00	TREASURER				
00-2-9900	MISCELLANEOUS	20.00	VISA	ACCT 6613	19090197
00-3-0101	OFFICE SUPPLIES	210.30	EAKES OFFICE PLUS	INV 7857509-0 INV 7857503-	19090143
*****					
603-00	TREASURER	230.30			
*****					
605-00	ASSESSOR				
00-2-1700	TRAVEL EXPENSES	982.84	VISA	ACCT 6076	19090191
00-2-1801	DUES, SUB, REG, & TRAINING	175.00	NEBRASKA DEPT OF REV/PROP	GRADING CLASS	19090164
00-2-1801	DUES, SUB, REG, & TRAINING	90.00	VISA	ACCT 6076	19090191
00-2-3900	CONTRACTOR FOR REAPPRAISAL	4,150.00	STANARD APPRAISAL SERVICE	INV 2542	19090183
00-2-9900	MISCELLANEOUS	18.84	VISA	ACCT 6076	19090191
*****					
605-00	ASSESSOR	5,416.68			
*****					
607-00	ELECTION				
00-3-0101	OFFICE SUPPLIES	102.14	EAKES OFFICE PLUS	INV 7857509-0 INV 7857503-	19090143
*****					
607-00	ELECTION	102.14			
*****					
608-00	PLANNING-ZONING COMMISSION				
00-2-2000	PRINTING AND PUBLISHING	4.50	SEWARD COUNTY INDEPENDENT	INV 114478 INV 114477 INV 1	19090180
00-5-0500	OFFICE EQUIPMENT	.99	VISA	ACCT 4030	19090198
*****					
608-00	PLANNING-ZONING COMMISSION	5.49			
*****					
610-00	DATA PROCESSING				
00-4-0201	DATA PROCESSING-RENTAL	2,055.17	MIPS INC	INV 19090927 INV 19090928	19090161
*****					
610-00	DATA PROCESSING	2,055.17			
*****					
613-00	ADMINISTRATIVE SERVICES HR/IT				
00-2-1101	COMPUTER EXPENSE	89.98	VISA	ACCT 8588/2002	19090190
00-2-1704	MILEAGE ALLOWANCE	71.92	TIM MCDERMOTT	MILEAGE	19090159
00-3-0101	SUPPLIES - OFFICE	63.20	VISA	ACCT 8588/2002	19090190
*****					
613-00	ADMINISTRATIVE SERVICES HR/IT	98.70			
*****					

LINE  
BOARD PREAPPROVAL REPORT  
GENERAL  
FROM 09/27/2019 TO 09/27/2019

Account # 1099	Description	Account Amt	Vendor	Invoice Description	Claim #
*****					
622-00	COUNTY COURT SYSTEM-JUDGE				
00-2-0100	POSTAL SERVICES	671.05	VISA	ACCT 6942	19090192
00-3-0101	OFFICE SUPPLIES	21.56	EAKES OFFICE PLUS	INV 7857509-0 INV 7857503-	19090143
00-4-0200	EQUIPMENT RENTAL - OFFICE	150.00	MICROFILM IMAGING SYSTEMS	INV 80625	19090160
00-4-0200	EQUIPMENT RENTAL - OFFICE	45.00	SHREDDING SOLUTIONS	INV 753-287	19090182
*****					
	622-00 COUNTY COURT SYSTEM-JUDGE	887.61			
*****					
631-00	CLERK OF DIST. COURT CHILD SUPPORT				
00-2-1100	DATA PROCESSING COSTS	123.00	MIPS INC	INV 19090927 INV 19090928	19090161
*****					
	631-00 CLERK OF DIST. COURT CHILD SUPPORT	123.00			
*****					
641-00	BUILDING & GROUNDS (COURT HOUSE)				
00-2-0200	COMMUNICATIONS SERVICES	7,008.60	WINDSTREAM	SEP19	19090200
00-2-0501	LIGHT	5,342.53	CITY OF WILBER	3640000 3540001 3680000 879	19090138
00-2-0502	WATER	175.56	CITY OF WILBER	3640000 3540001 3680000 879	19090138
00-2-0503	HEATING/FUELS	88.00	BLACK HILLS ENERGY	9947 0482 76 2148 1560 72	19090135
00-2-0505	GARBAGE	269.73	CITY OF WILBER	3640000 3540001 3680000 879	19090138
00-2-1600	OTHER EQUIPMENT REPAIR	275.00	NIFCO MECHANICAL SYSTEMS	INV 1908-261 INV 190-8262	19090166
00-2-1600	OTHER EQUIPMENT REPAIR	308.88	O'KEEFE ELEVATOR COMPANY	INV 00497434	19090167
00-2-4100	7 LAWN CARE	825.00	BROWN'S TREE SERVICE INC	INV 296606	19090137
00-3-0119	BUILDING SUPPLIES	288.86	SCHWARZ PAPER COMPANY	INV 415110	19090179
00-3-0209	7 FUEL	48.32	SHOP QWIK	AUG19 FUEL	19090181
*****					
	641-00 BUILDING & GROUNDS (COURT HOUSE)	14,630.48			
*****					
645-00	EXTENSION OFFICE				
00-2-0100	POSTAL SERVICE	36.80	UNL COOPERATIVE EXTENSION	REIMBURSEMENT	19090188
00-2-0200	TELEPHONE SERVICE	46.02	UNL COOPERATIVE EXTENSION	REIMBURSEMENT	19090188
00-2-1700	7 TRAVEL EXPENSES	55.47	LEANNE MANNING	REIMB/MIL	19090158
00-2-1700	7 TRAVEL EXPENSES	52.54	RANDY PRYOR	REIMB/MIL	19090172
00-2-1700	TRAVEL EXPENSES	245.75	UNL COOPERATIVE EXTENSION	REIMBURSEMENT	19090188
00-2-1704	MILEAGE ALLOWANCE	12.76	LOU HAJEK	MILEAGE	19090151
00-2-1704	7 MILEAGE ALLOWANCE	162.40	LEANNE MANNING	REIMB/MIL	19090158
00-2-1704	7 MILEAGE ALLOWANCE	374.68	RANDY PRYOR	REIMB/MIL	19090172
00-2-1704	MILEAGE ALLOWANCE	100.34	ERIC STEHLIK	MILEAGE	19090184
00-2-1704	MILEAGE ALLOWANCE	328.99	UNL COOPERATIVE EXTENSION	REIMBURSEMENT	19090188
00-3-0101	OFFICE SUPPLIES	7.99	UNL COOPERATIVE EXTENSION	REIMBURSEMENT	19090188
*****					
	645-00 EXTENSION OFFICE	1,423.74			
*****					

LINE  
BOARD PREAPPROVAL REPORT  
GENERAL  
FROM 09/27/2019 TO 09/27/2019

Account #	Description	Account Amt	Vendor	Invoice Description	Claim #
*****					
651-00	SHERIFF				
00-1-1100	7 UNIFORM ALLOWANCE	593.96	HEATH SPORTS AND TEES	INV E18670 INV E18671 INV E	19090152
00-1-1100	UNIFORM ALLOWANCE	37.43	TYSON OSBORN	REIMB-ETSY	19090169
00-2-1700	TRAVEL EXPENSES	44.40	VISA	ACCT 3940	19090194
00-2-1700	TRAVEL EXPENSES	14.17	VISA	ACCT 6084	19090195
00-2-1801	DUES, SUB, REG, & TRAINING	29.66	CONSOLIDATED MANAGEMENT C	INV 217014	19090139
00-2-1801	DUES, SUB, REG, & TRAINING	52.00	NEBRASKA LAW ENFORCEMENT	INV 8552	19090165
00-2-9900	MISCELLANEOUS	16.99	CRETE ACE HARDWARE #82121	TRAN B554302	19090140
00-3-0209	FUEL	1,232.63	SAPP BROTHERS INC	INV 22835164 INV 22839301	19090178
00-3-0209	FUEL	43.44	VISA	ACCT 6084	19090195
00-3-0212	7 EQUIPMENT REPAIRS-COMMERCIAL	636.00	41 AUTO PARTS	INV 023241 INV 023460 INV 0	19090201
		*****			
651-00 SHERIFF		2,700.68			
		*****			
652-00	ATTORNEY				
00-3-0101	OFFICE SUPPLIES	98.73	EAKES OFFICE PLUS	INV 7857509-0 INV 7857503-	19090143
		*****			
652-00 ATTORNEY		98.73			
		*****			
662-00	ATTORNEY-CHILD SUPPORT				
00-2-1801	DUES, SUB, REG, & TRAINING	137.00	THOMSON REUTERS	INV 840859446	19090186
00-3-0101	OFFICE SUPPLIES	51.26	EAKES OFFICE PLUS	INV 7857509-0 INV 7857503-	19090143
		*****			
662-00 ATTORNEY-CHILD SUPPORT		188.26			
		*****			
671-00	JAIL				
00-1-1100	UNIFORM ALLOWANCE	58.00	FIRST WIRELESS INC	INV 109691	19090147
00-1-1100	UNIFORM ALLOWANCE	104.98	FORT WESTERN	INV 00418454	19090148
00-1-1100	7 UNIFORM ALLOWANCE	512.00	HEATH SPORTS AND TEES	INV E18670 INV E18671 INV E	19090152
00-1-1100	UNIFORM ALLOWANCE	101.07	RANDY KALKWARF	REIMB-WALMART	19090154
00-2-0103	GAS	488.06	BLACK HILLS ENERGY	9947 0482 76 2148 1560 72	19090135
00-2-0609	7 MAINTENANCE CONTRACTS/REPAIRS	1,485.71	ANYTIME PLUMBING & HEATIN	INV 19200VI	19090134
00-2-0609	MAINTENANCE CONTRACTS/REPAIRS	32.22	VISA	ACCT 9495	19090196
00-2-1200	OFFICE EQUIPMENT REPAIR	215.00	US BANK EQUIPMENT FINANCE	INV 393230131	19090189
00-2-1801	DUES, SUB, REG, & TRAINING	61.97	LANGUAGE LINE SERVICES IN	INV 4636991	19090156
00-2-1801	DUES, SUB, REG, & TRAINING	76.00	U S POSTAL SERVICE	BOX 911 RENT	19090187
00-2-1801	DUES, SUB, REG, & TRAINING	20.56	VISA	ACCT 9495	19090196
00-2-1806	SAFETY INSPECT, TESTING & PUBL	200.00	NIFCO MECHANICAL SYSTEMS	INV 1908-261 INV 190-8262	19090166
00-2-1900	BOARD OF PRISONERS-MEALS	12,663.05	SUMMIT FOOD SERVICE LLC	2000055200 2000055771 20000	19090185
00-2-3000	6 MEDICAL SERVICES	3,381.75	CRETE AREA MEDICAL CENTER	445050000 16082080	19090141
00-2-3000	MEDICAL SERVICES	165.00	FRIEND MEDICAL CENTER PC	8/29 SVC	19090149
00-2-3000	6 MEDICAL SERVICES	242.00	JAMES JIROVEC DDS	7/31 GODOY	19090153
00-2-9900	MISCELLANEOUS	239.25	KEYSTONE	INV 27416097	19090155
00-2-9900	MISCELLANEOUS	9,450.00	MALY CONSTRUCTION	INV 111	19090157

LINE  
BOARD PREAPPROVAL REPORT  
GENERAL  
FROM 09/27/2019 TO 09/27/2019

Account #	Description	Account Amt	Vendor	Invoice Description	Claim #
00-2-9900	MISCELLANEOUS	54.33	SACK LUMBER COMPANY	1909-091800 1909-092804 190	19090174
00-2-9900	7 MISCELLANEOUS	3.40	41 AUTO PARTS	INV 023241 INV 023460 INV 0	19090201
00-3-0100	SUPPLIES & MATERIALS-LINENS ET	357.00	BOB BARKER COMPANY INC	UT1000507432	19090136
00-3-0100	SUPPLIES & MATERIALS-LINENS ET	153.88	CRETE ACE HARDWARE #82121	TRAN B554302	19090140
00-3-0100	SUPPLIES & MATERIALS-LINENS ET	232.00	CULLIGAN OF CRETE	INV 51324	19090142
00-3-0101	OFFICE SUPPLIES	158.43	EAKES OFFICE PLUS	INV 7857509-0 INV 7857503-	19090143
00-3-0103	JANITORIAL SUPPLIES	49.08	WALKER UNIFORM RENTAL	INV 1032559	19090199
00-3-0209	FUEL	308.16	SAPP BROTHERS INC	INV 22835164 INV 22839301	19090178
671-00 JAIL		30,812.90	*****		
690-00 911	EMERGENCY SERVICES	*****			
00-2-1801	DUES, SUB, REG, & TRAINING	250.00	NEBRASKA APCO/NENA	OCT 22-23 REG TROSHYNSKI B	19090163
00-2-1801	DUES, SUB, REG, & TRAINING	10.61	VISA	ACCT 9495	19090196
690-00 911 EMERGENCY SERVICES		260.61	*****		
693-00	EMERGENCY MANAGEMENT (CIVIL DEF)	*****			
00-2-0500	TOWER ELECTRICITY	80.34	CITY OF WILBER	3640000 3540001 3680000 879	19090138
00-3-0209	FUEL	87.43	VISA	ACCT 6723	19090193
693-00 EMERGENCY MANAGEMENT (CIVIL DEF)		167.77	*****		
733-00	WEED CONTROL	*****			
00-2-2000	PRINTING & PUBLISHING	144.00	SEWARD COUNTY INDEPENDENT	INV 114478 INV 114477 INV 1	19090180
00-2-9900	MISCELLANEOUS	10.00	FARMERS COOPERATIVE	ACCT 649785 ACCT 1715	19090145
733-00 WEED CONTROL		154.00	*****		
970-00	MISCELLANEOUS & MISC. COURTS	*****			
00-1-1400	MISCELLANEOUS INS	500.50	FIRST CONCORD BENEFITS GR	SEP19 BUY DOWN	19090146
00-2-2000	PRINTING AND PUBLISHING (P & P	838.40	SEWARD COUNTY INDEPENDENT	INV 114478 INV 114477 INV 1	19090180
00-2-2601	DISTRICT COURT COSTS	208.80	MICHELLE P ELIEFF	ME-17-890	19090144
00-2-2601	9 DISTRICT COURT COSTS	1,175.00	JOSEPH H MURRAY PC LLO	CR 18-37	19090162
00-2-2601	DISTRICT COURT COSTS	411.00	SALINE COUNTY DISTRICT CO	CLAIM 1635 CLAIM 1636	19090176
00-2-2602	COUNTY COURT COSTS	438.00	SALINE COUNTY COURT	CLAIM 420 CLAIM 421	19090175
00-2-2602	COUNTY COURT COSTS	516.00	SALINE COUNTY SHERIFF	AUG19 CASES	19090177
00-2-2700	6 MENTAL HEALTH BOARD COSTS	143.82	WAYNE R PRICE, PHD	MH 19-9	19090171
00-2-7000	MICROFILMING/PHOTOSTAT	230.77	EAKES OFFICE PLUS	INV 7857509-0 INV 7857503-	19090143
00-2-7000	MICROFILMING/PHOTOSTAT	106.00	MIPS INC	INV 19090927 INV 19090928	19090161
00-2-8301	PROBATION OFFICER	11,042.36	GAGE COUNTY CLERK	19-20 BUDGET	19090150
00-2-9900	MISCELLANEOUS	160.63	OFFICENET INC	INV IN50414	19090168

LINE  
BOARD PREAPPROVAL REPORT  
GENERAL  
FROM 09/27/2019 TO 09/27/2019

Account #	Description	Account Amt	Vendor	Invoice Description	Claim #
00-2-9900	6 MISCELLANEOUS	420.00	PHYSICIANS LABORATORY PC	INV 2657059	19090170
00-2-9901	SCHOOL SERVICES	2,354.00	REGION V SYSTEMS	INV 19-0913	19090173
00-3-0150	MISC. VEHICLE SUPPLIES (CAR EX	900.27	FARMERS COOPERATIVE	ACCT 649785 ACCT 1715	19090145
00-3-0150	7 MISC. VEHICLE SUPPLIES (CAR EX	138.50	SHOP QWIK	AUG19 FUEL	19090181
00-3-0150	MISC. VEHICLE SUPPLIES (CAR EX	30.00	VISA	ACCT 6076	19090191
970-00 MISCELLANEOUS & MISC. COURTS		19,614.05	*****		
0100 GENERAL FUND		78,970.31	*****		
705-00 BRIDGE/ROAD MAINTENANCE					
00-1-1100	UNIFORM ALLOWANCE	27.64	WALKER UNIFORM RENTAL	INV 1033791	19090230
00-2-0501	LIGHT	162.37	CITY OF CRETE DEPT OF PUB	164-2-100	19090204
00-2-0501	LIGHT	227.07	CITY OF FRIEND	522-3-162 523-3-163	19090205
00-2-0501	LIGHT	26.23	CITY OF WILBER	4570000	19090206
00-2-0501	LIGHT	232.08	NORRIS PUBLIC POWER	124625900	19090216
00-2-0502	WATER	16.93	CITY OF CRETE DEPT OF PUB	164-2-100	19090204
00-2-0502	WATER	42.60	CITY OF FRIEND	522-3-162 523-3-163	19090205
00-2-0502	WATER	12.68	CITY OF WILBER	4570000	19090206
00-2-0502	WATER	30.00	VILLAGE OF SWANTON	ACCT 207	19090228
00-2-0504	SEWER	43.18	CITY OF CRETE DEPT OF PUB	164-2-100	19090204
00-2-0504	SEWER	17.10	CITY OF FRIEND	522-3-162 523-3-163	19090205
00-2-0504	SEWER	10.37	CITY OF WILBER	4570000	19090206
00-2-0504	SEWER	18.00	VILLAGE OF SWANTON	ACCT 207	19090228
00-2-0505	GARBAGE	18.86	CITY OF WILBER	4570000	19090206
00-2-0505	7 GARBAGE	21.00	SANITARY GARBAGE CO INC	INV 98X01466	19090223
00-2-0505	7 GARBAGE	15.50	VILLAGE OF SWANTON	ACCT 207	19090228
00-2-1300	BUILDING REPAIR	201.74	WASTE CONNECTIONS OF NEBR	INV 1679478 INV 1679515 INV	19090231
00-2-1400	ROAD EQUIPMENT REPAIR PARTS	52.77	FARMERS UNION COOP CO	ACCT: SALINE	19090210
00-2-1400	ROAD EQUIPMENT REPAIR PARTS	230.08	CRETE AUTO SUPPLY INC	INV 997817 INV 998205 INV 9	19090208
00-2-1400	ROAD EQUIPMENT REPAIR PARTS	146.82	FARMERS UNION COOP CO	ACCT: SALINE	19090210
00-2-1400	ROAD EQUIPMENT REPAIR PARTS	314.59	NMC EXCHANGE LLC	INV CUI687101	19090215
00-2-1400	ROAD EQUIPMENT REPAIR PARTS	241.44	PLAINS EQUIPMENT GROUP	INV 2252341 INV 2254278 INV	19090218
00-2-1400	ROAD EQUIPMENT REPAIR PARTS	13.40	STEVE'S REPAIR & TOWING	INV 7680	19090227
00-2-1400	ROAD EQUIPMENT REPAIR PARTS	206.72	WELDON PARTS INC	INV 2339951-00 SHOE CORE	19090232
00-2-1400	ROAD EQUIPMENT REPAIR PARTS	341.06	WICK'S STERLING TRUCKS IN	INV 816755 INV 818397 CR	19090233
00-2-1400	ROAD EQUIPMENT REPAIR PARTS	197.94	YOUNG'S WELDING & REPAIR	INV 29372 INV 30071	19090234
00-2-1400	7 ROAD EQUIPMENT REPAIR PARTS	38.98	41 AUTO PARTS	INV 022485 INV 022488 INV 0	19090235
00-2-1500	ROAD EQUIPMENT REPAIR-LABOR	72.00	STEVE'S REPAIR & TOWING	INV 7680	19090227
00-2-1700	TRAVEL EXPENSES	21.81	VISA	ACCT 3352	19090229
00-3-0106	SHOP SUPPLIES	8.40	ACTION AUTO SUPPLY FAIRBU	INV 312425	19090202
00-3-0106	SHOP SUPPLIES	42.53	CRETE ACE HARDWARE #82127	TRANS B552202 TRANS B55277	19090207
00-3-0106	SHOP SUPPLIES	36.53	CRETE AUTO SUPPLY INC	INV 997817 INV 998205 INV 9	19090208
00-3-0106	SHOP SUPPLIES	180.55	MATHESON TRI-GAS INC	INV 51501485 INV 51501486	19090213
00-3-0106	SHOP SUPPLIES	76.01	NEBRASKA IOWA INDUSTRIAL	INV 5915684	19090214

BOARD PREAPPROVAL REPORT  
ROAD & BRIDGE  
FROM 09/27/2019 TO 09/27/2019

Account #	Description	Account Amt	Vendor	Invoice Description	Claim #
00-3-0106	SHOP SUPPLIES	70.14	PRAXAIR DISTRIBUTION INC	INV 91607317	19090221
00-3-0106	SHOP SUPPLIES	7.92	WICK'S STERLING TRUCKS IN	INV 816755 INV 818397 CR	19090233
00-3-0106	7 SHOP SUPPLIES	20.97	41 AUTO PARTS	INV 022485 INV 022488 INV 0	19090235
00-3-0109	SHOP TOOLS	24.99	CRETE ACE HARDWARE #82127	TRANS B552202 TRANS B55277	19090207
00-3-0110	SMALL TOOLS, ETC.	4.99	CRETE AUTO SUPPLY INC	INV 997817 INV 998205 INV 9	19090208
00-3-0202	GRAVEL AND BORROW	47,859.94	BEATRICE CONCRETE CO INC	INV S1 144151 INV S1 14415	19090203
00-3-0202	GRAVEL AND BORROW	24,002.39	JOHNSON SAND & GRAVEL CO	INV 9607A INV 9597A INV 959	19090211
00-3-0202	GRAVEL AND BORROW	6,881.67	KERFORD LIMESTONE COMPANY	INV IK 133364 INV IK 13358	19090212
00-3-0202	GRAVEL AND BORROW	3,613.22	ROCK ON INC	INV 1604	19090222
00-3-0209	MACHINERY & EQUIPMENT FUEL	18,436.76	FARMERS COOPERATIVE	ACCT 649700	19090209
00-3-0209	MACHINERY & EQUIPMENT FUEL	778.10	FARMERS UNION COOP CO	ACCT: SALINE	19090210
00-3-0209	MACHINERY & EQUIPMENT FUEL	2,539.62	SAPP BROS PETROLEUM INC	ACCT 717088	19090224
00-3-0210	MACHINERY & EQUIPMENT GREASE-O	33.16	CRETE AUTO SUPPLY INC	INV 997817 INV 998205 INV 9	19090208
00-3-0210	MACHINERY & EQUIPMENT GREASE-O	92.41	FARMERS UNION COOP CO	ACCT: SALINE	19090210
00-3-0210	7 MACHINERY & EQUIPMENT GREASE-O	29.88	O'REILLY AUTO PARTS	4484-287711	19090217
00-3-0210	MACHINERY & EQUIPMENT GREASE-O	173.08	PLAINS EQUIPMENT GROUP	INV 2252341 INV 2254278 INV	19090218
00-3-0211	MACHINERY & EQUIPMENT TIRES-RE	218.95	FARMERS COOPERATIVE	ACCT 649700	19090209
00-3-0211	MACHINERY & EQUIPMENT TIRES-RE	20.00	FARMERS UNION COOP CO	ACCT: SALINE	19090210
00-3-0211	MACHINERY & EQUIPMENT TIRES-RE	152.00	POMP'S TIRE SERVICE INC	INV 1430005068 INV 14300061	19090220
00-3-0211	MACHINERY & EQUIPMENT TIRES-RE	67.48	SKALA'S OK TIRE STORE INC	INV 0055716	19090226
00-3-0213	EROSION CONTROL MATERIALS	12.50	FARMERS UNION COOP CO	ACCT: SALINE	19090210
00-3-0306	PAVEMENT MARKING	4,150.00	POGUE CONSTRUCTION INC	INV 946016	19090219
00-5-1307	ADVERTISEMENT FOR BIDS	53.20	SEWARD COUNTY INDEPENDENT	INV 114490	19090225
705-00 BRIDGE/ROAD MAINTENANCE		112,588.35	*****		
0300 ROAD & BRIDGE FUND		112,588.35	*****		
879-00 VISITORS PROMOTION	PROMOTION	900.00	NEBRASKA CZECHS OF WILBER ALPHA MEDIA		19090236
00-2-6040	VISITOR PROMOTION				
879-00 VISITORS PROMOTION		900.00	*****		
0990 VISITORS PROMOTION FUND		900.00	*****		
612-00 EMPLOYEE WELLNESS	WELLNESS				
00-2-1704	MILEAGE ALLOWANCE	24.36	TIM MCDERMOTT	MILEAGE	19090237
00-3-0137	VENDING PRODUCTS	211.77	VISA	ACCT 8588/2002	19090238
612-00 EMPLOYEE WELLNESS		236.13	*****		

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LINE  
BOARD PREAPPROVAL REPORT  
EMPLOYEE WELLNESS  
FROM 09/27/2019 TO 09/27/2019

Account # 1099 Description Account Amt Vendor Invoice Description Claim #  
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1502 EMPLOYEE WELLNESS FUND

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236.13  
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837-00 AGING SERVICES

Account #	Description	Amt	Vendor	Invoice Description	Claim #
00-1-1400	PROGRAM EXPENSE	30.04	FOOD MESTO	ACCT 1053	19090242
00-1-1400	PROGRAM EXPENSE	20.78	VISA	ACCT 3108	19090247
00-1-1400	PROGRAM EXPENSE	41.74	VISA	ACCT 8975	19090248
00-2-0100	POSTAL SERVICE	28.00	VISA	ACCT 3108	19090247
00-2-0100	POSTAL SERVICE	193.25	VISA	ACCT 8975	19090248
00-2-1300	BUILDING MAINTENANCE	47.85	SACK LUMBER COMPANY	1908-082707 1908-086519 190	19090246
00-2-1300	7 BUILDING MAINTENANCE	377.03	WILBER PLUMBING HEATING &	INV 6878	19090250
00-2-1704	MILEAGE ALLOWANCE	85.84	LORI MOLDENHAUER	MILEAGE	19090244
00-2-6070	7 SPECIAL PROJECTS	2,235.00	ALL FLOORS INC	INV 1983	19090239
00-2-6070	SPECIAL PROJECTS	859.47	VISA	ACCT 8975	19090248
00-2-9900	MISCELLANEOUS	20.00	VISA	ACCT 8975	19090248
00-3-0101	OFFICE SUPPLIES	4.99	EAKES OFFICE PLUS	INV 7833694-0	19090240
00-3-0209	FUEL	49.20	FARMERS COOPERATIVE	ACCT 5654	19090241
00-3-0400	6 USDA RAW FOODS	45.00	FRIEND COMMUNITY HEALTHCA	INV 124 MEALS	19090243
00-3-0400	7 USDA RAW FOODS	865.50	PUREFOODS, LLC DBA MOM'S M	INV MM0819	19090245
00-3-0400	USDA RAW FOODS	755.87	WILBER CARE CENTER	AUG19 MEALS	19090249

837-00 AGING SERVICES

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5,659.56  
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2250 AGING SERVICES FUND

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5,659.56  
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672-00 DRUG COURT

Account #	Description	Amt	Vendor	Invoice Description	Claim #
00-2-0200	7 TELEPHONE SERVICE	120.03	VERIZON WIRELESS	INV 9836758945	19090252
00-2-3030	7 DRUG TESTING	181.65	REDWOOD TOXICOLOGY LABORA	10887220197	19090251
00-3-0101	OFFICE SUPPLIES	154.31	WALMART COMMUNITY	924700625201	19090253

672-00 DRUG COURT

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455.99  
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2380 DRUG COURT FUND

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455.99  
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666-00 JUVENILE SERVICES AID PROGRAM GRANT

Account #	Description	Amt	Vendor	Invoice Description	Claim #
00-1-0200	7 SALARIES	198.00	ANA C PEREZ MENDEZ	PROGRAM	19090254
00-1-0200	7 SALARIES	833.00	ANITA STOUGARD	PROGRAM	19090255

666-00 JUVENILE SERVICES AID PROGRAM GRANT

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1,031.00  
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BOARD PREAPPROVAL REPORT  
JUVENILE SERVICES AID PROGRAM GRA  
FROM 09/27/2019 TO 09/27/2019

Account #	Description	Account Amt	Vendor	Invoice Description	Claim #
2516	JUVENILE SERVICES AID PROGRAM GRANT FUND	1,031.00			
982-00	INHERITANCE TAX-SPECIAL				
00-2-4200	7 CONTINGENT EXPENSE	2,072.50	BERGGREN ARCHITECTS	201318-318	19090256
982-00	INHERITANCE TAX-SPECIAL	2,072.50			
2700	INHERITANCE TAX FUND	2,072.50			
600-00	911 EMERGENCY MANAGEMENT FUND				
00-2-0200	TELEPHONE EXP (SURCHARGE)	159.33	WINDSTREAM	SEP19	19090257
600-00	911 EMERGENCY MANAGEMENT FUND	159.33			
2910	911 EMERGENCY MANAGEMENT FUND FUND	159.33			
600-00	911 WIRELESS SERVICE FUND				
00-5-1217	911 WIRELESS SERVICE FUND	700.97	WINDSTREAM	SEP19	19090258
600-00	911 WIRELESS SERVICE FUND	700.97			
2913	911 WIRELESS SERVICE FUND	700.97			
665-00	LAW ENFORCEMENT-COMMISSARY				
00-2-1900	FOOD	2,602.84	SUMMIT FOOD SERVICE LLC	2000055943 2000056662	19090263
00-2-1904	CLOTHING	303.80	BOB BARKER COMPANY INC	UT1000507432	19090260
00-2-9900	MISCELLANEOUS	222.89	BARNAS DRUG INC	ACCT 13--0	19090259
00-2-9900	MISCELLANEOUS	300.40	BOB BARKER COMPANY INC	UT1000507432	19090260
00-2-9900	MISCELLANEOUS	176.24	EAKES OFFICE PLUS	INV 7851691-0 INV 7857503-	19090261
00-2-9900	MISCELLANEOUS	2.00	FOOD MESTO	ACCT 1043	19090262
00-2-9900	MISCELLANEOUS	867.63	SUMMIT FOOD SERVICE LLC	2000055943 2000056662	19090263
00-2-9900	MISCELLANEOUS	85.92	VISA	ACCT 9495	19090264

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ONLINE  
BOARD PREAPPROVAL REPORT  
LAW ENFORCEMENT-COMMISSARY  
FROM 09/27/2019 TO 09/27/2019

Account # 1099 Description Account Amt Vendor Invoice Description Claim #  
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665-00 LAW ENFORCEMENT-COMMISSARY \*\*\*\*\*  
4,561.72  
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2940 LAW ENFORCEMENT-COMMISSARY FUND \*\*\*\*\*  
4,561.72  
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GRAND \*\*\*\*\*  
207,335.86  
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**APPROVED**

This 17 Day of September 2019  
**COUNTY BOARD**

\_\_\_\_\_  
**Chairman**  
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