

## Greeley County Commissioner Minutes

August 8, 2023

The Greeley County Board of Commissioners convened in an open and public session at 9:30 a.m. on the 8th day of August 2023 in the Central Valley Auditorium, Greeley, Nebraska. Notice of the meeting was given by publication in the Cedar Valley News.

Answering present at Roll Call were Jordan Foltz, Joe Leslie, and Dennis Wadsworth. Also present were County Attorney Cindy Bassett, Joe McNally, McNally Law Office, and County Clerk Mindy Grossart. Chairman Foltz noted that the open public meetings act information is posted as required by law and available for public distribution if requested. Everyone present joined in the Pledge of Allegiance.

A motion was made by Leslie to waive the reading and approve the county board minutes from the July 25, 2023, meeting, seconded by Wadsworth. Roll Call Vote: All yes, motion carried.

Monthly reports were reviewed by the County Board for the Clerk, Clerk of the District Court, Sheriff, and Treasurer. Motion made by Leslie, second by Wadsworth to approve the monthly reports. Roll Call Vote: All yes, motion carried.

County payroll and vendor claims were reviewed by the board. Motion made by Leslie to approve payroll and claims, second by Wadsworth. Roll Call Vote: All yes, motion carried. GENERAL: Appera janitor supply 123.12, Applied Connective Technologies comp. consult/supplies 2913.32, Gerri Behnk mileage 153.27, Black Hills Energy service 77.20, Central Nebraska Attorneys crt. appt. attorney 2,941.10, Clearly internet/phone 746.52, Colliers Landscaping & Lawn Care fertilizing 665., Valerie Conger mileage 22.93, Country Market janitor supply 114.98, Country Partners bldg./grnds -Sheriff fuel 613.07, Dana F. Cole & Company June 2022 audit 2800., DAS State Acctg – Central Finance data processing 85.84, Paul Deaver supplies, postage 300.34, Dewey Dilsaver mileage 20.96, Eakes Office Solutions supply/data processing/equip 676.66, First Concord Benefits Group bc/bs contribution/Aug admin fee 2,785.06, Margaret Freeman prior service 13.00, Glaser Audio Productions audio equip. rental 600., Paul Glaser mileage 13.10, Great Plains Communications phone service 250., Greeley County Assessor postage 10.75, Greeley County Attorney Expense Act. court costs 10.80, Greeley County Clerk supplies 98.98, Mindy Grossart mileage 112.66, Howard County Clerk 8<sup>th</sup> dist. expense 1,520.04, Howard/Greeley RPPD light service 628.76, Lake Mac Assessment contract 5,000., Marvin Planning Consultants consult 2,000., McNally Law Office attorney fees 1,669.82, MIS scan fee 40., Mid-Nebraska Disposal garbage hauling 698.10, Daniel Miller mileage 27.51, MIPS data processing 1,954.06, Charlotte Murphy prior service 21., NACO registrations 450., NAISMA registration 249., NE Assoc. of County Clerks, registration 50., Nebraska Health & Human Services institution costs 93., Pitzer Digital print/publish 82.94, Radio Time Billing 396., Region 3 Behavioral Health Services 1<sup>st</sup> quarter service 1,469.66, Roaches Lumber & Redi-Mix Inc crt. room repair 4,531.65, Stealth Broadband internet 65., Catherine Sweeney prior service 10., Trotters Whoa & Go II Scotia fuel-sheriff 51.79, Carol Trumler phone/postage 60.83, Margaret Valladao mileage 652.77, Verizon Wireless phone 88.04, Village of Greeley water service 819.69, Vision Service Plan vision insurance 348.29, Greeley County Treasurer general to road 55,000. ROAD: Aiden Freeman mileage 34.06, AKRS Equipment Solutions parts/supplies 29.94, Appera uniforms/towels 304.88, Black Hills Energy service 115.80, Central Nebraska Bobcat parts 1,017.29, Country Partners fuel 10,542.76, Double A Outfit concrete, etc 3,780., Edghill Motors shop supplies 54., Filter Care of Nebraska parts 70.60, Hamilton phone/internet 92.98, HillBill's Diesel, Ag & Auto grease/ oil, etc. 46.65, Howard County Medical Center drug/alcohol testing 72., Howard/Greeley RPPD service 185.28, Island Supply Welding company oxygen/acetylene 19.84, Jeffres Sand & Gravel gravel 18,385.02, Jestin Beed mileage 61.57, Joe Diessner

Trucking hauling 14,039., John DeRiso mileage 48.47, K & S Welding and Repair labor/grease, oil 53., Logan Studley mileage 44.54, Matheson Tri-Gas shop supplies 515.45, Medical Enterprises drug testing 105., Mid-Nebraska Disposal garbage disposal 42.70, Midland Telecom Radio Repair 443.32, Miller Power Sports fuel 93.35, Murphy Tractor Equipment parts/labor 2,781.75, The Parts Bin-Ord parts/shop supplies 104.55, The Parts Bin-St. Paul shop supplies 55.96, Patzel Construction crushed concrete 3,068.40, People's Service fuel/grease, oil, etc. 1,346.30, Platte Valley Communications radio repair 326.75, Ruttman Repair labor/parts 1450., S.E. Smith & Sons equip. rent 75., Spalding Farm & Home shop supplies/pipes/bolts, etc. 6.87, Trotters Whoa & Go II Scotia fuel 278.92, Ulrich Gravel gravel/rock 24,867.93, Village of Greeley service 65.94, Village of Scotia 63.30, Village of Spalding 45.80, James Wilford storage fee 50. GENERAL FUND: Salaries, 29,353.23, EFTPS Matching SS, 2,245.51, Ameritas Life Ins. Corp, Matching County Retirement, 1,915.58, Blue Cross Blue Shield, 14,691.16, ROAD FUND: Salaries, 12,281.51, EFTPS Matching SS., 939.52, Ameritas Life Ins. Corp, Matching County Retirement, 829.

Bob Bernt, representing Greeley County Alliance for Wise Energy addressed the Board of Commissioners with concerns regarding the Special Use Permit for Greeley Wind II, LLC.

Next, the Board of Commissioners reviewed the application for a Special Use Permit submitted by Greeley Wind II, LLC (Nextera Energy Resources). After discussion, motion made by Foltz to approve the Conditional Use Permit of Nextera Energy to construct and operate a Commercial Wind Farm subject to the following conditions: Finding of Facts: Greeley Wind Nebraska, LLC ("Applicant") submitted an application (the "Application") for a special use permit to install and operate a utility-scale wind-energy conversion system (the "Project").<sup>1</sup> Located southwest of the Village of Greeley, Project infrastructure would occupy less than one percent of the Project's approximately 6,739 total acres. The Project would have a nameplate capacity of 115 megawatts and would interconnect to the Nebraska Public Power District's transmission system. The Greeley County Planning Commission (the "Planning Commission") and Board of Commissioners (the "County Board") previously permitted essentially the same project in 2016 and 2019, but those permits expired.

Section 6.2 of the Greeley County Zoning Regulations (the "Regulations") sets out the standards that guide the Planning Commission and County Board in approving applications for special use permits generally. Section 8.73 details additional standards for Commercial/Utility Grade Wind Energy Systems like the Project.

The Board of Commissioners hereby finds, based on substantial evidence in the record before it, including the Application, supplements, exhibits and testimony of Applicant and its representatives, that the Project, subject to the conditions of approval herein, meets all applicable requirements as follows:

1. The Application satisfies all applicable requirements of the Greeley County Zoning Regulations.

Applicant submitted the Application, and the County provided public notice of this meeting, in accordance with Section 6.2 of the Regulations. Additionally, the Application contains all of the information that Section 8.73 requires, including the permit and application fees under the Regulations. The Project, as proposed, complies with the special safety and design standards under Section 8.73.

In particular, the Greeley County Zoning Regulations require a minimum setback from an occupied residence of 1,000 feet. The minimum proposed setback is 1,873 feet. Similarly, the Greeley County Zoning Regulations require a maximum sound level at an occupied residence of 50 dBA. The maximum modeled sound level at an occupied residence for the project is 48 dBA.

2. The Project would not require rezoning of the property, is compatible with and similar to the use permitted in the zoning district and would not change the character of the zoning district.

The Project is in the AG-1 agricultural zoning district. In that district, Sections 5.15(22) and 8.73 of the Regulations permit wind facilities as a special use. Wind facilities like the Project are compatible with agricultural activities and will not change the character of the AG-1 zoning district.

3. The Project would not harm adjacent property or depreciate the value of the surrounding structures or property.

No evidence was presented to support the claim that wind facilities cause a decline in surrounding property values in any nearby region. There is evidence that commercial wind facilities bring multiple economic benefits to the surrounding area, including property tax revenue, low-cost energy and new jobs.

The Project represents an investment of approximately \$200,000,000 in Greeley County and will support the local economy through the purchase of local and regional goods and services and hiring of local workers. The Project will provide up to 200 construction jobs and six to eight full-time operation and maintenance jobs. Additionally, the Project will generate more than \$575,000 in annual property-tax revenue over its estimated useful life. Central Valley Public School Districts will receive more than \$390,000 annually, and Greeley County itself will receive more than \$110,000. Other local taxing authorities will also benefit. Overall, the Project will economically benefit Greeley County.

4. The Project complies with the Greeley County Comprehensive Plan (the “Comprehensive Plan”).

Under the Comprehensive Plan, Greeley County intends to “... promote the implementation of alternative energy sources such as [w]ind ... to reduce the reliance on traditional fuel and energy sources.” The Comprehensive Plan also states it is Greeley County’s goal to provide opportunities for developing in an orderly, efficient and environmentally sound manner. The Project furthers these goals and is consistent with the Comprehensive Plan.

5. The Project would support the public health, safety and welfare.

The Application demonstrates the Project will support the public health, safety and welfare of Greeley County and its residents and property owners. Among the factual bases for this finding are that:

\*The Project will domestically generate clean, renewable energy. Proponents testified this would comply with the Comprehensive Plan. \*The Project will provide additional income to landowners. Proponents testified the Project would pay approximately \$27,000,000 in lease payments to participating landowners over the Project’s estimated 30-year life. \*The Project will create a combination of temporary and full-time jobs in Greeley County. Proponents testified this would result in economic benefits to many sectors of the local economy. \*The Project will result in additional property tax revenue to Greeley County, Central Valley Public School District and other taxing jurisdictions. Proponents testified these taxes would greatly benefit Greeley County and its public schools. \*The setbacks and other requirements in the Regulations, along with the below conditions of approval, ensure the Project would protect and nurture the public health, safety and welfare of Greeley County and its residents and property owners. \*Applicant and its predecessors, in coordination with federal and state agencies, have produced numerous and voluminous professional reports and studies confirming the Project would not harm wildlife in or around the Project area and identifying measures Applicant would take to further mitigate any such impacts. \*Wind energy and farming are entirely compatible such that the Project would not impair, and by constructing new access roads and diversifying income sources, would enhance the agricultural economy of Greeley County. \*The Project will increase local sources of energy production, and due to necessary transmission grid enhancements and the injection of power locally on the grid, would enhance the reliability of the electric grid in Greeley County. \*The Project will purchase “back feed” power from the local distribution utility, thereby providing them with a stable, long-term load. \*Construction and long-term employees will reside and spend money in Greeley County, which will result in increased property tax and sales tax revenues to Greeley County and the State of Nebraska. \*Subject to Federal Aviation Administration (the “FAA”) and Federal Communications Commission (the “FCC”) approval, Applicant will implement an Aircraft Detection Lighting System (“ADLS”) to reduce the duration of time red aircraft-warning lights. This will significantly mitigate the impact of such lighting to surrounding residents.

The Project shall comply with the following conditions of approval. Applicant shall provide written evidence of such compliance to the Zoning Administrator prior to commencing construction of the Project and may only commence construction once the Zoning Administrator has confirmed compliance with the following conditions of approval. Applicant shall maintain compliance with these conditions as long as the Project is operational. Applicant acknowledges that the project area consists of approximately 6,739 acres and does not include land area added through any subsequent action by Applicant, any non-participating landowner solicitations or any other solicitations or actions on the part of Applicant.

1. Wind turbine generators in the Project shall be no taller than 501 feet above ground level to the tip of the blade at the 12 o'clock position. 2. The Project shall include no more than 41 wind turbine generators. 3. Applicant shall only install wind turbine generators in the locations represented in the final readout sheet of tower sites, which are set out in arcseconds of longitude and latitude. If Applicant must move a tower site from the readout sheet site, that move must be reviewed and approved by the County Board, and then only for good cause shown, such as a rock formation precluding such original placement. 4. The Project shall comply with all special safety and design standards under Section 8.73 of the Regulations, including all setback, clearance, structural, aesthetic, sound, lighting, electromagnetic interference, signage, drainage and waste-disposal requirements. 5. Wind turbine generators shall be setback from the base of each turbine by at least a diameter plus the applicable building setback from any nonparticipant's property line. 6. Applicant shall provide and obtain approval by the County Board of a decommissioning plan and agreement (as approved by the County Attorney), including future posting of decommissioning security. 7. Before start of construction, including placement of materials and road construction and upgrades, Applicant shall post a \$12 million dollar cash escrow for the benefit of Greeley County. The funds will be held in a holding fund, to cover the costs of decommissioning the project. 8. A portion of the interest accrued on each account, see below, will be used for a betterment fund for Greeley County, and distributed equitably and in the sole discretion of County Board on a yearly basis. The specific program requirements for distribution will be determined by County Board. 9. Every five years after commercial operation, Applicant shall provide the County an updated decommissioning cost estimate prepared by a qualified third party. 10. The County will release the decommissioning security escrow once the project company decommissions the facility pursuant to the decommissioning agreement's requirements. 11. Before construction begins, Applicant shall identify any county, municipal or township road the Project wishes to utilize, conduct a pre-construction survey of said roads, obtain approval by the County Board of a road use and maintenance agreement and remain responsible for restoring said roads and bridges to preconstruction conditions through the end of the decommissioning process. 12. In the event Applicant is found to be using any road other than those approved in 11., above, Applicant shall pay a fine of \$5,000.00, plus damages to that road. Such fine will be paid within 30 days of the finding that Applicant used an unapproved road. In addition to a fine and payment of damages, any subsequent occurrence of such violation may result in County Board suspending or revoking the permit of Applicant. 13. Applicant shall supply to County Board, and subsequently comply with the Road Use Agreement (as approved by the County Attorney) during construction and operation, including fines for noncompliance, to be determined within 30 days of August 8, 2023. Applicant shall work with County Engineer and County Board to determine haul route(s) for construction and maintenance. Applicant shall notify County of intent to do any post construction work other than regular maintenance. 14. Applicant shall post a \$5 million dollar cash escrow for the use of Greeley County in the event of any and all damages done to, or catastrophic destruction or damage to, any approved Road in the project, from the time of construction through the end of decommissioning the project. 15. Greeley County shall be the recipient of any and all interest accrued on the Road Use account. A portion of the interest accrued will be placed into the escrow account to index the account for inflation. 16. County Board shall give Applicant immediate notice of any road damage that must be repaired. In the event Applicant fails to repair such damage immediately, in its sole discretion, County will draw funds from the Road Use account to pay for such repairs. In the event a catastrophic event or emergency prevents Applicant from immediately responding, County shall have the right to immediately repair all such damage. 17. Any funds from the Road Use account County Board spends shall be invoiced to Applicant, who will reimburse County to the extent of the spent funds, within 30 days of receiving a detailed invoice or notice of such expenditures. In the event Applicant fails to reimburse the above-described funds, County Board reserves the right to suspend or revoke the permit of Applicant. 18.

Greeley County shall be the recipient of any and all interest accrued on the Decommissioning account, see 7., above. A portion of the interest accrued will be placed into the escrow account to index the account for inflation. 19. A portion of the interest accrued will be used for a betterment fund for Greeley County and distributed equitably and in the sole discretion of County Board on a yearly basis. The specific program requirements for distribution will be determined by County Board. 20. County Board will release the Road Use escrow account once the project company restores the permitted use roads to the satisfaction of County Board, pursuant to the Road Use agreement's requirements. 21. Applicant shall provide the County Board Chairman and County Clerk with, and maintain current, local contact information for a person with the ability and authority to resolve day to day operational issues that may arise with the Project. 22. Applicant shall provide the County Board Chairman and County Clerk with, and maintain current, local contact information for a Construction Manager, who has the ability and authority to resolve any and all construction issues that may arise with the Project. 23. During the entire construction of the project, Applicant shall provide a report at every County Board meeting regarding information and updates of that construction. 24. Applicant shall provide a quarterly report to the County Board regarding compliance with these conditions of approval. 25. Applicant shall secure an agreement to sell the Project's output within 36 months of the date on which the County Board approves the Application. 26. Applicant shall install an Aircraft Detection Lighting System if the Federal Aviation Administration and Federal Communications Commission approve of the use of such a system at the Project site. Applicant shall use good faith best efforts to obtain such approvals. 27. Applicant shall enter into an Indemnification Agreement, as approved by the County Attorney, and defend Greeley County at no cost to Greeley County in the event of litigation brought by a third-party regarding approval of the Application, or any subsequent issues related to the operation of the project. 28. Applicant shall not have sole final settlement authority on behalf of the county, either monetarily or through injunctive relief, arising out of the application process or subsequent approval of the special use permit. 29. Within two hours of an aerial sprayer who is planning to spray one or more fields in the Project area requesting assistance, or at a later time otherwise requested or agreed upon, Applicant shall operate the Project in the manner the sprayer reasonably requests during the spraying timeframe to facilitate the sprayer's convenience and safety. Applicant shall provide and publish a means to receive such notice. 30. Applicant's failure to comply with this condition shall subject it to a fine of up to \$1,000 per occurrence, and provided that Applicant shall have an opportunity to show cause to the County Board of Commissioners as to any alleged violations or fines. Upon a third violation of this clause, County Board reserves the right to suspend or revoke the permit of the Applicant. 31. Applicant shall timely provide Greeley County copies of any future environmental studies as completed and approved by authority having jurisdiction, e.g., U.S. Fish and Wildlife Service. 32. Applicant shall hold all wind turbines in this project in an operational state at all time during the life of the project. In the event a turbine is damaged or rendered unusable, Applicant shall immediately inform County Board of the situation, provide a plan for correcting the problem, and at Applicant's expense, and using no funds from the decommissioning holding fund, shall timely either repair or decommission that turbine. 33. Applicant shall not dispose of turbine blades in Greeley County, and the blades must be removed from Greeley County as a whole blade. All other components of any wind turbine must be removed from Greeley County in the same form as it came into the County. Applicant agrees that no part of this project qualifies Applicant for the decommissioning process to be a salvage or junk yard, and that its permit does not include any provisions of Greeley County Planning and Zoning Article 6.3. 34. Applicant shall provide snow removal as necessary for the Project roads during construction and shall do so in a timely manner in order to maintain clear roads for local traffic at all times. 35. Applicant shall offer a participation agreement on reasonable terms to any person owning property within one mile of the project boundary. For purposes of this condition, the project boundary shall be the acres originally set forth in the Application. 36. Applicant shall obtain and provide a 911 address for each turbine, the Project substation, and the operation and maintenance building, and shall provide that list to the County Board before construction begins. 37. Applicant shall not seek to use eminent domain to acquire any property right for the Project, from granting of the permit, through the end of decommissioning. 38. At all times from commencement of construction to completion of decommissioning, Applicant shall be liable for any injury or property damage the Project causes, as limited by applicable law regarding torts, causation, proportional liability and damages, and will hold County harmless from same. 39. Applicant acknowledges and agrees to County Board that Applicant's personnel will respond to and handle any emergency situations involving property or persons in or

on a wind turbine generator. Applicant acknowledges and agrees that it is liable accordingly for any injury or property damage that may occur in such a situation and that Greeley County, its fire and safety personnel, its law enforcement, and any other mutual aid agencies, have no liability or responsibility to attempt to rescue an injured or distressed person or attempt to prevent property damage in or on a wind turbine, and hold the above described parties harmless from same. 40. At all times from commencement of construction to completion of decommissioning, Applicant shall maintain insurance on the Project with property and casualty limits of not less than: \$1,000,000 per occurrence for Employer's Liability, \$2,000,000 per occurrence and \$4,000,000 aggregate for Commercial General Liability, \$1,000,000 per occurrence for Business Auto Liability (combined injury and property damage), \$5,000,000 per occurrence and aggregate for Excess Liability, Full Replacement Cost for All Risk Builder's Risk during construction until commercial operation, and Full Replacement cost for All Risk Property during operation through decommissioning. Applicant shall provide proof of such insurance to the Greeley County Zoning Administrator prior to commencing construction and at any time upon reasonable request. 41. Applicant and County Board agree that it is the express intent of both parties that these conditions be incorporated into the various Agreements and Contracts to be signed by the parties. In the event any condition is inadvertently omitted from these Agreements and Contracts, these conditions remain in full force and effect. A copy of this document, duly executed by the County Board, shall be made part of the agreement between County Board and Applicant, and this copy will be signed by County Board and the appropriate representatives of Applicant. 42. Applicant agrees that any deviation from any term, condition, agreement, or contractual obligation entered into with County Board, will subject Applicant to suspension or revocation of this permit. County Attorney, Cindy Bassett clarified some of the conditions, the motion was seconded by Wadsworth. Roll Call Vote: Foltz yes, Wadsworth yes, Leslie yes, but stated he did not agree with conditions 7 & 14. Motion carried.

Next, the Board reviewed an agreement from the State of Nebraska. The State of Nebraska Statutes require an annual Certification of Program Compliance to the Nebraska Board of Public Roads Classifications and Standards to be filed on or before October 31 each year. Wadsworth moved to approve County Annual Certification of Program Compliance to the Nebraska Board of Public Roads Classifications and Standards as submitted, second by Leslie. Roll Call Vote: All yes, motion carried. Wadsworth moved to approve Resolution 2023-9, signing of the County Annual Certification of Program Compliance 2023, seconded by Leslie. Roll Call Vote: All yes, motion carried.

The Board reviewed Resolution 2023-10, Now, therefore, be it resolved that, having received a recommendation of approval of the Project from the Planning Commission, based on the foregoing Findings of Fact and Conditions of Approval, and recognizing and incorporating all of the substantial evidence in the record of this proceeding, the Greeley County Board of Commissioners approves the Application and grants a Special Use Permit to Greeley Wind Nebraska, LLC, for the Project subject to the foregoing Conditions of Approval. Motion made by Wadsworth to approve Resolution 2023-10, seconded by Leslie. Roll Call Vote: All yes, motion carried.

Motion made by Foltz to set the budget public hearing for September 12, 2023, at 9:45 a.m., second by Wadsworth. Roll Call Vote: All yes, motion carried.

With the adoption of LB644, each county is required to designate a vendor for the 2023 postcard printing as described in NRS 77-1633. After discussion, Wadsworth moved to designate the State Print Shop to facilitate the postcard process for Greeley County, second by Leslie. Roll Call Vote: All yes, motion carried.

Next, the board reviewed information received for the roadway construction known as 503A Avenue Road Grading. One bid was received by Vlach Construction Inc. for \$11,544.70. Motion made by Wadsworth to approve the bid from Vlach Construction Inc., seconded by Leslie. Roll Call Vote: All yes, motion carried.

Motion made by Leslie to enter Board of Equalization at 10:35 a.m., second by Wadsworth. Roll Call Vote: All yes, motion carried. On or before August 1<sup>st</sup>, all political subdivisions subject to county levy authority shall submit preliminary request for levy allocation to the Greeley County Board. Preliminary requests for levy

allocation were reviewed from Mt. Hope Cemetery, Greeley County Ag Society, Wolbach Suburban Fire District, Scotia Rural Fire District #4, Spalding Rural Fire District #1, Greeley Rural Fire District #2 and Road Improvement District #3. Motion by Wadsworth to approve the preliminary requests for levy allocation- Resolution 2023-11, second by Leslie. Roll Call Vote: All yes, motion carried. Motion made by Leslie to adjourn as Board of Equalization at 10:37 a.m., second by Wadsworth. Roll Call Vote: All yes, motion carried.

Public Comment: Raymond Bernt, Don Dugan, Trevor Nekoliczak, Trent Loos- Sherman County, Bill Spelic and Charlotte Jarman.

Wadsworth moved to enter executive session at 10:50 a.m., to discuss potential litigation seconded by Leslie. Roll Call Vote: All yes, motion carried. Chairman Foltz, Commissioner Leslie, Commissioner Wadsworth, County Attorney Cindy Basset & Joe McNally, McNally Law Office were present for the executive session. Motion made by Leslie to move out of Executive Session at 11:03 a.m., seconded by Wadsworth. Roll Call Vote: All yes, motion carried.

Motion by Wadsworth to adjourn at 11:04 p.m., second by Leslie. Roll Call Vote: All yes, motion carried.

Dated this 14th day of August 2023.

Jordan Foltz, Chairman

ATTEST:

Mindy A. Grossart  
Greeley County Clerk