

(edited – Official Proceedings on file in County Clerk’s office)

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**BOARD OF EQUALIZATION PROCEEDINGS – December 20, 2021**

A meeting of the Board of Equalization of Stanton County, Nebraska was held in the open and public session on December 20, 2021, at 8:00 AM in the County Commissioner’s room in Stanton, Nebraska.

Present upon roll call were: Dennis Kment and Duane Rehak, Board of Equalization. Douglas Huttman was absent. Wanda Heermann, County Clerk and Cheryl Wolverton, County Assessor, were also present.

Advance notice of the meeting was given by publication in the Stanton Register on December 8, 2021, a copy of the proof of publication being attached to these minutes.

Notice of the meeting was given in advance to the Board members, a copy of their acknowledgement of the receipt of notice and the agenda being attached to these minutes.

All proceedings hereinafter shown were taken while the convened meeting was open to the attendance of the public.

The meeting was called to order at 8:00 AM by Chairman Kment, who announced that the open meetings act is posted on the wall in the commissioner’s room and a copy may be obtained from the county clerk’s office upon request.

Motion made by Rehak, seconded by Kment to approve the agenda.

Voting: Ayes: Rehak and Kment. Nays: None. Absent: Huttman. Motion Carried.

Motion made by Kment, seconded by Rehak to approve the minutes of November 15, 2021, meeting.

Voting: Ayes: Kment and Rehak. Nays: None. Absent: Huttman. Motion Carried.

Cheryl Wolverton, county assessor, presented and explained the correction sheets for the month.

Motion made by Rehak, seconded by Kment to approve and authorize the chairman to sign the correction sheets numbered 2021-21 to 2021-33 and place them on file.

Voting: Ayes: Rehak and Kment. Nays: None. Absent: Huttman. Motion Carried.

There were no listings of clerical errors needing approval.

Motion made by Rehak, seconded by Kment to adjourn and set the statutory meeting for Thursday, January 6, 2022 at 8:00 AM and set the regular meeting for Tuesday, January 18, 2022, at 8:00 AM.

Voting: Ayes: Rehak and Kment. Nays: None. Absent: Huttman. Motion Carried.

/s/ Dennis Kment, Chairman, Board of Equalization, Stanton County, Nebraska

Attest: /s/ Wanda Heermann, County Clerk

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**COMMISSIONER’S PROCEEDINGS – December 20, 2021**

A meeting of the Board of Commissioners of Stanton County, Nebraska was held in the open and public session on December 20, 2021, at 8:15 AM in the County Commissioner’s room in Stanton, Nebraska.

Present upon roll call were: Dennis Kment and Duane Rehak, Board of Commissioners. Douglas Huttman was absent. Wanda Heermann, County Clerk was also present.

Advance notice of the meeting was given by publication in the Stanton Register on December 8, 2021, a copy of the proof of publication being attached to these minutes.

Notice of the meeting was given in advance to the Board members, a copy of their acknowledgement of the receipt of notice and the agenda being attached to these minutes.

All proceedings hereinafter shown were taken while the convened meeting was open to the attendance of the public.

The meeting was called to order at 8:20 AM by Chairman Kment, who announced that the open meetings act is posted on the wall in the Commissioner’s room and a copy may be obtained from the County Clerk’s office upon request.

Motion made by Rehak, seconded by Kment to approve the agenda.

Voting: Ayes: Rehak and Kment. Nays: None. Absent: Huttman. Motion Carried.

Motion made by Kment, seconded by Rehak to approve the minutes of November 15, 2021, meeting.

Voting: Ayes: Kment and Rehak. Nays: None. Absent: Huttman. Motion Carried.

The following correspondence was reviewed and placed on file:

- NIRMA – NIRMA Safety Shorts Vol 9 No. 12
- Mike Unger, Co Shf – inmate safe keeping
- NE Nebraska Solid Waste Coalition – NNSWC Annual Report
- NE Nebraska Solid Waste Coalition – Landfill Site Observation
- Ryan Biggs, Norfolk – road service complaint

Discussion continued on the National Opioid Settlement and Nebraska’s Opioid Recovery Fund tabled November 15, 2021. Stanton County registered to receive forms needed to participate in the two (2) national opioid settlements. The decision on the three options outlined does not have to be determined until June.

Motion made by Kment, seconded by Rehak to authorize the County Clerk to sign any paperwork needed to proceed with the opioid settlement.

Voting: Ayes: Kment and Rehak. Nays: None. Absent: Huttman. Motion Carried.

Joining the meeting were various elected and appointed officials to discuss the 2022 Holidays schedule. Some officials in attendance requested an additional paid holiday for the newly recognized Juneteenth holiday established in the year 2021. The reasons for the additional holiday were an added benefit to employees, the holiday would align with federal and state holidays, and if working during the holiday and the state system fails there would be no one to call for assistance because the state would have the day off. Discussion held on the pros and cons of the additional holiday.

Motion made by Kment, seconded by Rehak to approve and set the county holidays for 2022 as follows:

January 1	New Year's Day (Friday – observed December 31, 2021)
January 17	Martin Luther King Day
February 21	President's Day
April 29	Arbor Day (Friday)
May 30	Memorial Day
June 20 **	Juneteenth Day
July 4	Independence Day
September 5	Labor Day
October 10	Columbus Day observed
November 11	Veterans' Day (Friday)
November 24 & 25	Thanksgiving Holiday (Thursday & Friday)
December 26	Christmas Day observed

\*\* recognized holiday – courthouse open – no paid day off \*\*

Voting: Ayes: Kment and Rehak. Nays: None. Absent: Huttman. Motion Carried.

Discussion held with those present on the setting of salaries for the elected officials. The salaries of all elected county officers must be fixed by the county board prior to January 15 of the year in which a general election will be held for the respective offices. The board reviewed the NACO 2023-2026 salary recommendations for county officials. Topics discussed was the mid-range of the suggested salary based on population and valuation of the county, cost of living and suggested salary presented by various officials. Matter tabled until the statutory meeting January 6, 2022.

The board reviewed the Interlocal Agreement Contract for Law Enforcement Services received from the City of Stanton.

Motion made by Rehak, seconded by Kment to approve and authorize the chairman to sign the interlocal agreement for law enforcement services for the term of January 1, 2023 through December 31, 2026 in the annual amount of \$110,000.00 for each of the four years.

Voting: Ayes: Rehak and Kment. Nays: None. Absent: Huttman. Motion Carried.

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INTERLOCAL AGREEMENT CONTRACT  
FOR LAW ENFORCEMENT SERVICES  
[January 1, 2023 to December 31, 2026]

THIS AGREEMENT is made and executed by and between the City of Stanton, Nebraska hereinafter referred to as "City", and Stanton County, Nebraska, hereinafter referred to as "County".

WHEREAS, such contracts are authorized and provided for in the provision of Sec. 13-807 of the Nebraska Revised Statutes, hereinafter referred to as an "Interlocal Cooperation Act". Also, the contracts are provided for by the provisions of Sec. 19-3801 of the Nebraska Revised Statutes.

WHEREAS, the Mayor and the City Council of Stanton, Nebraska, have determined that the purchase of law enforcement services from "County" would be in the best interests of citizens of the "City", and desire to purchase such services; and

WHEREAS, the "County" finds that it is in the best interest of both parties to enter into such Contract; and

WHEREAS, law enforcement services are to be provided by the agreeable administrator, the County Sheriff, and

WHEREAS, each is willing to contract for the rendition of said law enforcement services.

NOW THEREFORE, the City of Stanton and the County of Stanton, agree as follows:

1. Law Enforcement Services. The County, through the Stanton County Sheriff's Office, agrees to provide law enforcement services to the City. Such services shall include, but not be limited to, enforcement of the statutes of the State of Nebraska and the municipal ordinances of the City of Stanton.
2. Personnel Provided. Law enforcement services shall be provided for the basis of one (1) administrator (sheriff), and two (2) full-time deputies. In addition, the county shall provide 24 hour emergency services when the Sheriff or Deputy is not on patrol. Services shall be continuous, except in the event of exigent circumstances or emergency in which case services may be suspended for the duration of the exigent circumstances of the emergency or the time necessary to call in off duty personnel to duty. The persons employed by this agreement shall be sworn members of the Stanton County Sheriff's office.
3. Appointment of Chief of Police. To facilitate the implementation of this contract, the Stanton County Sheriff is hereby appointed Chief of Police of the City of Stanton for the purpose of enforcement of municipal ordinances and state statutes, and both parties agree that each sworn sheriff's deputy with the Stanton County Sheriff's office shall have full and complete authority to act as a law enforcement officer within the enforcement jurisdiction of the City.
4. Jurisdiction. Enforcement jurisdiction for the purposes of this contract shall mean within the corporate limits of the City of Stanton, Nebraska, and within the territory beyond said corporate limits as now or hereafter fixed, for a distance of one (1) mile in all directions, as established on the map entitled "The Official Zoning Map of the City of Stanton, Nebraska," as the same may be amended by the subsequent annexation.
5. Request for Services. The Sheriff shall give prompt consideration to all requests of the City regarding the delivery of law enforcement services. The Sheriff shall make every effort to comply with these requests if they are consistent with good law enforcement practices.
6. Administration. The planning, organization, scheduling, direction, supervision, and activities of the Sheriff's personnel, and all other matters incident to the delivery of law enforcement services to the City shall be within the exclusive authority, discretion, and control of the Sheriff. Neither the County Board nor the City Council shall interfere with the Sheriff or his personnel in the provision of law enforcement services within the City.
7. Monthly Report. The Sheriff shall provide a monthly report of law enforcement activities including, but not limited to, the number of arrests, ongoing investigations, patrol hours spent within the City and expenses of the Sheriff's Office that might impact this contract. Such report shall be delivered to the City Clerk as soon as possible or feasible for review at the scheduled monthly meeting of the City Council for the City of Stanton. A report providing desired information shall be submitted anytime that it is requested by the Council.
8. Duties and Responsibilities. Except as otherwise stipulated in this agreement, the Sheriff shall assume all responsibilities for the administration and supervision of all personnel, maintenance of all law enforcement equipment necessary to sustain the level of professional enforcement services specified in this agreement.
9. Liability. The County shall assume liability for all claims including, but not limited to, the defense of such claims for damages or injuries to persons or property arising out of actions by the Sheriff of Stanton County or the Sheriff's Deputies or agents in providing or in failing to provide law enforcement services under this agreement. The County, at its expense, agrees to provide law enforcement liability insurance in amounts requested by the City to cover such claims and have the City named as an additional insured under such policies of insurance.
10. Consideration. In consideration of services rendered the "City" shall pay a fee of \$110,000.00 payable in twelve (12) installments of \$9,166.66 at the end of each month through December 31, 2026. Each such payment to be made to the Stanton County Treasurer. Stanton County shall act as the fiscal agent for the salaries, equipment, and the expense portion of the contract.
11. Additional Consideration. In addition, the Sheriff shall be paid directly by Stanton County for administrative duties related to this police services contract by Stanton County in an amount agreed upon by the County Board of Commissioners and Sheriff starting with the new term of office starting in January 2023.

12. Termination. In the event of the expiration or termination of this agreement by mutual consent of the parties herein, all ownership of personal and real property provided by the County for law enforcement shall be retained by the County unless otherwise provided herein.
13. Default. In the event of default in the performance of any of the covenants or agreements herein contained, including the failure of the Stanton County Sheriff to enforce the municipal ordinances of the City, this agreement may be terminated. Before termination of the contract, notice of the default shall be given in writing. In case of notice given to the County, such written notice shall be delivered to the Stanton County Sheriff. In case of notice given to the City, written notice shall be given to the Mayor. In the event that the default is not cured within 30 days after having received written notice, then this agreement may be terminated without further liability by the party giving such written notice.
14. Term of Agreement. The term of this Contract shall be from the 1<sup>st</sup> day of January, 2023 through December 31, 2026, regardless of the dates of the signatures set forth below and shall be renewed only by mutual agreement of the parties. It being understood that the County shall set the salary of the Sheriff for the next elected four year term to include payments for the administration of the City of Stanton's law enforcement agency in November 2025. This agreement supersedes and cancels any former agreement between the parties for law enforcement services.
15. Amendment. This agreement may not be amended or modified, except with the express consent of each party hereto.

City of Stanton  
/s/ Kyle Voecks, Mayor

Attest:  
/s/ Nancy A. Morfeld, City Clerk [seal]

County of Stanton  
/s/ Dennis Kment, Chairman 11-20-2017

Attest:  
/s/ Wanda Heermann, County Clerk [seal]

Approved by:  
/s/ Michael S. Unger, Stanton County Sheriff  
/s/ W. Bert Lamml, Stanton County Attorney  
/s/ Cory Locke, Stanton City Attorney

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The 2022 contract for public defender was presented to the board for approval. The proposed contract is in the sum of \$36,000.00 annually by paying \$3,000.00 monthly. There was a 18.7% increase in the proposed fee of the contract.

Motion made by Kment, seconded by Rehak to approve and authorize the chairman to sign the 2022 Agreement for Public Defender.

Voting: Ayes: Rehak and Kment. Nays: None. Absent: Huttman. Motion Carried.

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AGREEMENT

THIS CONTRACT AGREEMENT is made on this 20<sup>th</sup> day of December, 2021, between the County of Stanton, Nebraska, political subdivision, hereinafter referred to as "County", and Ewalt Law Office, P.C., hereinafter referred to as "Public Defender".

RECITALS

- A. Public Defender is a professional corporation with its principal shareholder of Bradley A. Ewalt, a licensed Nebraska attorney, with its principal office at 1105 S. 13<sup>th</sup> St., Suite 210, P.O. Box 1304, Norfolk Nebraska 68702.
- B. County is a political subdivision that has the responsibility of providing legal services to the following people:
  1. indigent individuals charged with criminal offenses;
  2. juveniles alleged to be under the jurisdiction of the juvenile court under Neb.Rev.Stat. § 43-247 (1), (2), (3)(a), (3)(b), (4) and (6);
  3. indigent parents of juveniles alleged to be under the jurisdiction of the juvenile court under Neb.Rev.Stat. § 43-274 (3)(a) and (6); and
  4. indigent individuals who are mentally ill and dangerous as defined by Neb.Rev.Stat. § 71-901 et seq. and the least restrictive treatment alternative for the individual is treatment ordered by the Board of Mental Health.
- C. County requires legal services on a case by case basis for the individuals described in Section B above, and the Public Defender agrees to perform those legal services on the terms and conditions set forth within this agreement.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN,  
AND OF THE MUTUAL BENEFIT TO BE DERIVED HEREUNDER,  
THE PARTIES AGREE AS FOLLOWS:

- A. Public Defender shall provide the following legal services pursuant to the terms and conditions of this agreement.
  1. To represent indigent defendants in misdemeanor criminal cases where the judge is considering sentencing the defendant to jail and in felony criminal cases except where the Defendant is charged with any Class I Felony or where Public Defender shall have a conflict of interest;
  2. To represent juveniles alleged to be under the jurisdiction of the juvenile court under Neb.Rev.Stat. § 43-247(1), (2), (3)(b), or (4) except where Public Defender shall have a conflict of interest;
  3. To act as a Guardian Ad Litem for juveniles alleged to be under the jurisdiction of the juvenile court under Neb.Rev.Stat. § 43-247 (3)(a), (3)(b) or (6) except where Public Defender shall have a conflict of interest;
  4. To represent parents of juveniles alleged to be under the jurisdiction of the juvenile court under Neb.Rev.Stat. § 43-247 (3)(a) or (6) except where Public Defender shall have a conflict of interest; and
  5. To represent the subject of a mental health petition who is alleged to be mentally ill and dangerous.
- B. Public Defender shall render his services primarily in Stanton County, Nebraska. However, Public Defender may have clients contact him at this office located at 1105 S. 13<sup>th</sup> St., Suite 210, Norfolk Nebraska 68701.
- C. The term of this contract shall commence on January 1, 2022 and continue through December 31, 2022. County may terminate the agreement and remove Public Defender prior to the end of the one-year period for good cause upon giving Public Defender sixty days written notice. Public Defender may terminate this agreement upon giving County sixty days written notice.
- D. County shall pay to Public Defender the sum of \$36,000.00 annually by paying monthly installments in the amount of \$3,000.00. County shall pay each monthly installment by check following the Stanton County Board's monthly meeting approving the claims. Public Defender shall be responsible for expenses for photocopies, faxes, long distance, postage, except in the normal course of business. In the event there is an abnormal case or expense, the Public Defender shall submit the detailed expense bill for approval by the county. Public Defender will be responsible for mileage for normal court days. Public Defender will not be expected to pay for expenses incurred for discovery such as preparation of transcripts, court reporter fees and the like.
- E. The parties agree that the Public Defender shall accept those cases to which the County makes appointments in due course. In the event the Courts should make more appointments than can be adequately, professionally and confidently handled by the Public Defender's office, the Public Defender's office may decline to accept such appointments subject to approval at the discretion of the appointment court.
- F. Public Defender shall maintain proficiency in its criminal law practice through annual continuing legal education.
- G. Public Defender shall provide legal counsel to all clients in a professional and skilled matter consistent with the minimum standards set forth by the American Bar Association and the Canons of Ethics for Attorneys in the State of Nebraska. Public Defender shall be available to eligible defendants upon their request, or at the request of someone acting on their behalf, at any time the Constitution of the United States or the Constitution of the State of Nebraska requires the appointment of counsel.
- H. Public Defender shall control the conduct and the means of performing the duties of Public Defender under this agreement. Public Defender shall be free to practice the profession of law, including, but not limited to, criminal defense for others during the contract period.
- I. Public Defender shall employ whatever clerical personnel he wishes to assist Public Defender in the performance of Public Defender's duties. Public Defender is fully responsible for and in full control of such clerical personnel.

- J. Public Defender is not an agent or employee of County and is not entitled to the benefits provided by county to its employees, including, but not limited to, health insurance, workers' compensation insurance, unemployment insurance, or retirement plans.
- K. Public Defender shall maintain professional liability insurance and indemnify County from such claims.
- L. The entire agreement between County and Public Defender is contained within this agreement. Any modification of any provision of this agreement by one party shall not be effective on the other party unless in writing and agreed to by the County and Public Defender.
- M. Public Defender shall not assign this contract or any of the rights contained within this agreement without the prior written consent of County.
- N. Any written notices contemplated by this agreement shall become effective as of the date of the mailing by certified mail. Notice shall be deemed sufficiently given by County if sent to Public Defender at 1105 S. 13<sup>th</sup> St., Suite 210, P.O. Box 1304, Norfolk, NE 68702. Notice shall be deemed sufficiently given by Public Defender if sent to County at the Stanton County Clerk's Office, P.O. Box 347, Stanton, NE 68779.
- O. Regarding the matter of designation of Public Defender, it is agreed that the law office of Ewalt, P.C., L.L.O. shall be designated as the Public Defender's office. Public Defender may nominate and appoint such other deputies and assistants from time to time at its discretion during the term of this Agreement.

COUNTY OF STANTON, NEBRASKA  
 By:       /s/ Dennis Kment        
 Dennis Kment, Chairman  
 Stanton County Supervisors on behalf of  
 Stanton County, Nebraska

EWALT LAW OFFICE, P.C., L.L.O.  
 By:       /s/ Bradley A. Ewalt        
 Bradley A. Ewalt, President

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Mike Frohberg, Emergency Manager, joined the meeting. Discussion held on the American Rescue Plan Act (ARPA) funding. The interim Final Rule implements 4 categories of eligible uses established under the ARPA. Clarity regarding eligible uses and help support the Interim Final Rule includes a non-exclusive list of programs or services that are eligible as responding to the public health emergency and other public safety services. Mike presented to the board requests for patrol units, medical transportation unit and medical transportation equipment. He explained these requests should fall under the government services for public safety services. Also discussed was the regulation and guideline process that would need to be established before awarding any funds. No action taken on the requests until more information is obtained on the regulation and guideline process.

Mike asked the board about establishing a tab on the county gWorks site for Emergency Management. There are already 3 tabs established (Assessor, Clerk and Planning and Zoning) and with a 4<sup>th</sup> tab there would be a cost savings on the annual fees.

Motion made by Rehak, seconded by Kment to authorize Mike Frohberg to contract with gWorks for an Emergency Management tab with the annual fee and cost of implementation to be paid out of the Miscellaneous General Fund.

Voting: Ayes: Rehak and Kment. Nays: None. Absent: Huttman. Motion Carried.

LaLene Bates, Planning and Zoning Administrator, joined the meeting.

Dayton Murty, representative of CP Strategies LLC of Lincoln, appeared before the board to present information on a carbon capture co2 pipeline project. Mr. Murty gave a brief presentation about Summit Carbon Solutions plans to develop a new carbon capture and storage project in Iowa, Minnesota, North Dakota, South Dakota and Nebraska. The project will capture carbon dioxide emissions that otherwise would be emitted into the atmosphere, compress the captured co2 and transport it through a pipeline to North Dakota where it will be permanently stored underground in geologic storage locations. Carbon capture technology is already in use at more than 40 ethanol plants in the United States with over 5,000 miles of pipeline. There will be approximately 315 miles of pipeline in Nebraska.

Information was also received via email and US Mail from Heartland Greenway LLC proposing to construct a carbon capture pipeline system more than 1,300 miles across 5 states in the Midwest.

LaLene presented and explained the Hansen Family Revocable Trust's Lot Split splitting 5 acres on property located in the S½ S½ NW and Pt SW 20-24-2. No one appeared for the lot split.

Motion made by Rehak, seconded by Kment to approve the Hansen Family Revocable Trust's Lot Split splitting 5 acres on property located in the S½ S½ NW and Pt SW 20-24-2, as per Planning Commission recommendations.

Voting: Ayes: Rehak and Kment. Nays: None. Absent: Huttman. Motion Carried.

LaLene presented documentation on the need to vacate Lot 5 of Throener's Second Lot split, a replat of Lot 2 Irvin Throener Lot Split located in the E½ SW and SE 36-24-1. The reason to vacate the lot is to allow a new lot split to be approved.

Motion made by Kment, seconded by Rehak to vacate Lot 5 of Throener's Second Lot split, a replat of Lot 2 Irvin Throener Lot Split located in the E½ SW and SE 36-24-1, as per Planning Commission recommendations.

Voting: Ayes: Kment and Rehak. Nays: None. Absent: Huttman. Motion Carried.

LaLene presented and explained the Kennedy's Lot Split splitting property located in E½ SW and SE 36-24-1 into 2 lots. No one appeared for the lot split.

Motion made by Rehak, seconded by Kment to approve the Kennedy's Lot Split splitting property located in E½ SW and SE 36-24-1 into 2 lots, as per Planning Commissioner recommendations.

Voting: Ayes: Rehak and Kment. Nays: None. Absent: Huttman. Motion Carried.

Ramsy Robertson, representative of Mainelli Wagner and Assoc, joined the meeting.

Discussion held on ER-BR-3165 change order no.2 received in the amount of \$2,890.80 for an end of deck angle.

Motion made by Rehak, seconded by Kment to approve the change order supplement to the contract for project ER-BR-3165 in the amount of \$2,890.80.

Voting: Ayes: Rehak and Kment. Nays: None. Absent: Huttman. Motion Carried.

Discussion held on the letter received from NIRMA in reference to the shop and sign audit report. Board members to look into the matter. No action taken.

The board reviewed the incident report and photos of the damage to a county bridge located ¼ mile west of 563 Ave and 842 Rd. Due to heavy load equipment the bridge planks were damaged and will need to be replaced. The individual responsible will submit the cost of damage to their insurance company for repairs.

The board reviewed the letter received from the extension office staff on the sewer occasionally freezing during the winter. Discussed were options to prevent the pipes from freezing. No action taken by the board.

The discussion and appointment of Linda Hewitt to the NE Nebraska Area Agency on Aging continued to the January 6, 2022 meeting.

The county clerk presented the quotes received for an executive desk for the Judge's office from One Office Solutions in the amount of \$3,349.50 (desk, right return and setup) and from Eakes Office Solutions in the amount of \$2,786.00 (desk, right return and setup).

Motion made by Kment, seconded by Rehak to approve and authorize the county clerk to order the desk from Eakes Office Solutions in the approximate amount of \$2,786.00.

Voting: Ayes: Kment and Rehak. Nays: None. Absent: Huttman. Motion Carried.

Motion made by Rehak, seconded by Kment to approve the following resolution to add and release pledged securities:

**RESOLUTION No. 2021.12 – 39:**

BE IT HEREBY RESOLVED, that Midwest Bank, Pierce, Nebraska hereby wishes to add the following security held in escrow to secure deposits of this county in said bank, to-wit:

Douglas Cny Neb. No.25930EDS7                      Due 10/15/2039                      \$330,000.00

AND, BE IT HEREBY RESOLVED, that Midwest Bank, Pierce, Nebraska wishes to release the following security held in escrow to secure deposits of this county in said bank, to-wit:

Perennial Pub Pwr Dist, No.71366VHTO                      Due 1/1/2022                      \$325,000.00

AND, BE IT FURTHER RESOLVED, that Stanton State Bank, Stanton, Nebraska wishes to add the following security held in escrow to secure deposits of this county in said bank, to-wit:

US Treas Note, No.912828M56                      Due 11/15/2025                      \$500,000.00

AND, BE IT FURTHER RESOLVED, that Stanton State Bank, Stanton, Nebraska wishes to release the following security held in escrow to secure deposits of this county in said bank, to-wit:

US Treas Note, No.9128285L0                      Due 11/15/2021                      \$200,000.00  
Wells Fargo Natl Bk, No.949495AR6                      Due 1/31/2022                      \$200,000.00

AND, that the same is hereby approved.

Dated this 20<sup>th</sup> day of December, 2021.

Board of Commissioners  
Stanton County, Nebraska  
/s/ Dennis Kment  
/s/ Duane Rehak

Attest: /s/ Wanda Heermann  
Stanton County Clerk                      [seal]

Voting: Ayes: Rehak and Kment. Nays: None. Absent: Huttman. Motion Carried.

Motion made by Rehak, seconded by Kment to approve for the month of November the Documentary Stamp Tax, co shr in the amount of \$2,004.30; County Clerk fees in the amount of \$3,453.00; P&M Fund fees in the amount of \$523.00; Game and Parks Agent fees in the amount of \$0.00; Misc Copy fees in the amount of \$0.00; Clerk of the District Court fees in the amount of \$118.42; Passport fees in the amount of \$0.00; County Treasurer's receipt of money received numbered 22192 – 22258, inclusive in the amount of \$913,703.97; County Sheriff's 3<sup>rd</sup> Quarter report; and place them on file.

Voting: Ayes: Rehak and Kment. Nays: None. Absent: Huttman. Motion Carried.

Motion made by Rehak, seconded by Kment to approve the following Accounts Payable and Payroll claims as presented and order checks drawn on the various funds:

GENERAL FUND - Ameritas Retire, ret-co shr, 8362.80; Antelope Co Shf dept, boarding, 1875.00; Antelope Dist Crt Clk, fees, 5.68; Appera, services, 154.81; Applied Concepts, services, 6160.00; Applied Connective Tech, IT services, 3970.85; LaLene Bates, mileage, 183.68; Kim Bearnes, phone etc, 258.63; Shawn Beaudette, services, 103.00; Black Hills Energy, utilities, 408.92; Blue 360 Media, fees, 87.75; BCBS, ins-co shr, 30221.13; Brite, equip, 7390.00; Card Services, meals, 37.45; Gary Carson, mileage etc, 368.45; CDW Government, supplies, 449.49; Cornhusker Auto Cntr, services, 82.45; DAS State Acct, costs, 43.88; Deluxe, supplies, 78.49; Martha Detlefsen, prior service, 12.00; Doerr & Klein, atty fees, 5360.76; Eakes Office, supplies, 10.50; Echo Group, supplies, 727.84; Egley Fullner Montag etal, atty fees, 1221.75; Electronic Eng Co, services etc, 1014.00; Tyler Evans, supplies, 27.50; Ewalt Law, public defender, 2529.23; Farmer's Coop, fuel, 1684.72; First Concord Benefits, fees, 55.00; Floor Maintenance, supplies, 100.26; Friends Stanton Library, fund allot, 5000.00; Froberg Elec, repairs, 4743.21; Judy Funk, salary etc, 34.48; Great America Finc, postage meter, 447.50; GWorks, services, 2275.00; Wanda Heermann, equip etc, 563.76; Cynthia Herbolzheimer, services, 80.00; IRS USA Tax Pymt, so sec tax-co shr, 9358.72; Mike Kabes, salary etc, 85.32; Aaron Kleensang, supplies, 214.52; Gerald Kuhn, salary etc, 27.88; Russell Kumm, salary etc, 41.20; Stanton Hardware, supplies, 126.02; W Bert Lamli Jr, office allow, 949.00; Luedeke Oil, fuel etc, 2968.30; Lynn Peavey, supplies, 105.05; Madison Co shf, fees, 64.30; Madison Natl Life, ins-co shr, 33.38; Marathon Press, supplies, 209.00; Janet Meyer, services, 145.00; Microtel Inn, lodging, 959.88; Mid-American Benefits, hra fees etc, 6304.00; Midwest Special Services, services, 306.00; MIPS, fees, 2776.30; Nebr Assoc Co Officials, handbook, 105.00; Nebr Clk Dist Crt Assn, dues, 50.00; Nebr State Fire Marshal, fees, 72.00; Lavern Newkirk, prior service, 17.00; NE Nebr Juv Service, boarding, 4350.00; Douglas Oertwich, salary etc, 25.08; One Office, supplies, 1437.24; Apothecary Shop, prescriptions, 33.83; Pender Comm Hospital, services, 214.00; Pierce Co Shf Dept, boarding, 6000.00; Pierce Pharmacy, prescriptions, 28.57; Pilger Library, supplies, 598.73; Pilger Store, fuel, 27.27; Pitzer Digital, services, 461.67; Gerald Podany, salary etc, 85.32; Positive Concepts, supplies, 783.08; Prime Sanitation, services, 39.75; Region 4 Beh Health, QU pymt, 4744.50; Stanton Auto Parts, services, 1207.33; Rita Roenfeldt, prior service, 20.00; Avera Med Group, services, 175.00; Stanton Co Clerk, postage, 17.76; Stanton Co Clerk Dist Crt, fees, 72.00; Stanton Co Crt, fees, 382.00; Stanton Co Imp Acct, ach fees, 21.00; Stanton Co PPD, utilities, 1055.95; Stanton Telecom, services, 1838.53; Stanton Water Sewer, services, 203.23; Stratton Delay Dole etal, atty fees, 1909.50; TO Haas Tire, services, 20.73; Teeco, supplies, 52.45; Lil Store, fuel, 3187.06; Thurston Co Shf, boarding, 2050.00; Univ Nebr Ext-Stanton Co, fees, 45.02; Verizon Wireless, service, 439.34; Mark Wieman, salary, 112.20;

ROAD FUND - Ameritas Retire, ret-co shr, 3679.29; Appera, services, 78.32; B's Enterprises, supplies, 1120.00; Binswanger Glass, repairs, 217.46; Black Hills Energy, utilities, 299.52; BCBS, ins-co shr, 19207.09; Bomgaars, supplies, 1206.51; Century Link, services, 56.84; Janice Coates, prior service, 17.00; Doernemann Construction, services, 390.00; Doernemann Farm Service, services, 950.08; James Duncan, prior service, 16.00; Farmer's Coop, fuel etc, 5934.82; Fastenal Co, supplies, 100.94; IRS USA Tax Pymt, so sec tax-co shr,

4265.25; Island Supply Welding, supplies, 130.02; John Deere, parts, 316.70; Kaup Forage Turf, seeding, 1319.66; Kea Constructors, bridge repair, 99790.08; Kelly Supply, supplies, 47.88; Stanton Hardware, supplies, 33.68; Leigh Motor Service, services, 200.85; Luedeke Oil Co, fuel etc, 14780.19; Martin Marietta Materials, gravel, 1149.03; Matteo Sand Gravel, gravel, 20604.58; Mid-American Benefits, hra fees, 3500.00; Midwest Service Sales, signs, 1914.40; NMC Exchange, services, 8923.56; Norfolk Works, fees, 161.00; Nebr State Fire Marshal, fees, 360.00; Ron Neisius, services, 50.00; Norfolk Auto Supply, parts, 118.70; One Office, supplies, 10.25; Overhead Door, repairs, 2776.00; Pilger Concrete Recycling, gravel, 12173.70; Pilger Store, fuel etc, 5038.20; F&F Tire/Service, services, 284.45; PowerPlan, services, 1292.87; Prime Sanitation, services, 50.00; RDO Truck Cntr, services, 204.17; Stanton Auto Parts, services etc, 941.35; Road Builders Mach, services, 1926.43; Ron's Ag Auto Repair, supplies, 65.23; Rueter's Red Power, services, 531.12; Pilger Sand Gravel, gravel, 24459.63; Stalp Gravel, gravel, 2227.24; Stanton Co PPD, utilities, 1527.96; Stanton Telecom, services, 222.18; Stanton Water Sewer, services, 40.70; Teeco, services, 34.00; Truck Center, services, 130.85; US Cellular, services, 68.72; Village Pilger, utilities, 125.99; Ryan Wehrle, repairs, 104.14;

EMERGENCY MANAGEMENT FUND - All Mobile Video, service, 2000.00; Ameritas Retire, ret-co shr, 309.37; Black Hills Energy, utilities, 79.80; Farmer's Coop, fuel etc, 549.21; Fire Cam, equip, 68.95; Mike Frohberg, reimb, 435.73; IRS USA Tax Pymt, so sec tax-co shr, 428.26; Jack's Uniform Equip, supplies, 269.85; Stanton Hardware, parts, 376.33; Madison Natl Life Ins, ins-co shr, 5.42; Mead Lumber, supplies, 838.45; Menards, supplies, 1105.12; Microtel Inn, lodging, 168.00; One Office, supplies, 126.44; Prime Sanitation, utilities, 12.50; Stanton Co PPD, utilities, 80.11; Stanton Telecom, utilities, 56.16; Stanton Water Sewer, utilities, 77.73;

INHERITANCE TAX FUND - Stanton Co PPD, tower, 126.95;

EMERGENCY 911 FUND – City Norfolk, dispatching, 7939.69; Stanton Telecom, services, 73.23;

Total aggregate salaries of all county employees \$186,505.77.

Voting: Ayes: Rehak and Kment. Nays: None. Absent: Huttmann. Motion Carried.

Motion made by Kment, seconded by Rehak to adjourn and set the statutory meeting for Thursday, January 6, 2022 at 8:15 AM and set the regular meeting for Tuesday, January 18, 2022, at 8:15 AM.

Voting: Ayes: Kment and Rehak. Nays: None. Absent: Huttmann. Motion Carried.

/s/ Dennis Kment, Chairman, Board of Commissioners, Stanton County, Nebraska

Attest: /s/ Wanda Heermann, County Clerk