

**NOTICE OF PUBLIC MEETING OF
SEWARD COUNTY BOARD OF COMMISSIONERS
TUESDAY, OCTOBER 21, 2025**

Notice is hereby given that a meeting of the Seward County Board of Commissioners will be held at 9:00 a.m. on Tuesday, October 21, 2025 in the County Board Meeting Room, Room 303 on the 3rd Floor of the of the Seward County Courthouse in Seward, Nebraska. The meeting is open to the public. The agenda for the meeting is kept continuously current and is available for public inspection at the office of the County Clerk in the Seward County courthouse, Seward, Nebraska.
Brandy Johnson, Seward County Clerk

This is an Open Meeting of the Seward County Commissioners. Seward County abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is displayed on the back wall of this meeting room as required by law. Presenters shall state their name for the Clerk's record and are asked to limit remarks to five minutes. All remarks shall be directed to the Chair who shall determine by whom any appropriate response shall be made. Seward County reserves the right to adjust the order of items on this Agenda if necessary and may elect to take action on any of the items listed.

Known items on the agenda for Board of Commissioners on October 21, 2025 are as follows:

9:00 a.m.

1. Convene and announce Open Meetings Law
2. Pledge of Allegiance
3. Discuss/Action - Approve minutes of October 14, 2025
4. Discuss/Action – Claims for a period through October 10, 2025

Other Business Matters to Address When Time Allows

5. Discuss/Action – Public/Organizations/Officials
6. Commissioner Reports
7. Discuss/Action – Consider Utility Permit for Windstream Nebraska to Bore in the Right-of-Way at 4582 Agnew Road in the SW ¼ of Section 8 Township 12 North Range 1 East of the 6th P.M.
8. Discuss/Action – Appoint 1 Member to Seward County Aging Services Board to Fill Vacant Term
9. Discuss/Action – Res.- Consider Pine Creek Poultry LLC's Request for Cancellation of the Conditional Use Permit for a Livestock Feeding Operation in the SE ¼ of Section 7 Township 12 North, Range 2 East of the 6th P.M.
10. Discuss/Action – Clarification of Insurance Deductible Payment from August 9, 2025 Storm Damage
11. Discuss/Action – Executive Session – Personnel
12. Discuss/Action – Quarterly Jail Inspection
13. Discuss/Action – Agenda for October 28, 2025

9:15 a.m. Discuss/Action – Authorize Chair to sign annual service agreement with Tek84 for warranty for body scanner at the Detention Center.

9:30 a.m. Discuss/Action – Update on Progress toward Equitable Sharing Agreement & Certification (ESAC) Submission

ABOVE AGENDA IS OPEN UNTIL 24 HOURS PRIOR TO THE MEETING AND IS SUBJECT TO CHANGE TO INCLUDE EMERGENCY ITEMS. THE OFFICIAL AGENDA IS KEPT AT THE SEWARD COUNTY CLERK'S OFFICE. PLEASE CONTACT THEM AT 402-643-2883 FOR ANY QUESTIONS PERTAINING TO THE AGENDA AS LISTED ABOVE.

Seward County Government Home Page
Posted 10/20/2025

Seward County Clerk

Seward County Clerk
P.O. Box 190
Seward, Nebraska 68434
Phone 402-643-2883
Fax 402-643-2228

October 21, 2025

I, BRANDY JOHNSON, SEWARD COUNTY CLERK, DO HEREBY CERTIFY THAT THE FOLLOWING AMOUNTS HAVE BEEN ALLOWED BY THE SEWARD COUNTY COMMISSIONERS AND THEY HAVE AUTHORIZED PAYMENT OF SAME FROM THE IMPREST FUND.

THE FOLLOWING AMOUNTS BY FUND ARE CERTIFIED AS NEEDED FOR THE MONTH OF:

October 21, 2025

			TRANSFER	REG. MTHLY AMT	TOTAL
GENERAL FUND 100				\$426,474.23	\$426,474.23
ROAD FUND 300				\$120,276.15	\$120,276.15
ROAD BUYBACK FUND 650				\$0.00	\$0.00
SPECIAL ROAD FUND 700				\$216,949.80	\$216,949.80
DEBT SERVICE FUND - JUSTICE CENTER 900				\$0.00	\$0.00
SINKING FUND 0950				\$0.00	\$0.00
VISITORS PROMOTION FUND 990				\$2,072.18	\$2,072.18
VISITORS IMPROVEMENT FUND 995				\$3,000.00	\$3,000.00
ASSESSOR REAPPRAISAL 1100				\$97.50	\$97.50
REGISTER OF DEEDS FUND 1150				\$647.81	\$647.81
HEALTH CLAIM FUND 1250				\$0.00	\$0.00
VETERANS AID FUND 1900				\$0.00	\$0.00
AGING SERVICE FUND 2250				\$7,491.09	\$7,491.09
DRUG LAW ENFORCE FUND 2360				\$120.03	\$120.03
PROBLEM SOLVING COURT 2390				\$0.00	\$0.00
CO ATTY FED DRUG LAW ENF FUND 2410				\$0.00	\$0.00
CO ATTY TREASURY FUND 2411				\$0.00	\$0.00
TREASURY FUNDS (SHERIFF DRUG) 2412				\$0.00	\$0.00
JUSTICE FUNDS 2414				\$1,164.00	\$1,164.00
HOUSE ARREST FUND 2435				\$0.00	\$0.00
ATTORNEY GRANT FUND 2500				\$150.00	\$150.00
EMERGENCY MGR GRANT FUND 2501				\$98.13	\$98.13
E911 GRANT FUND 2502				\$0.00	\$0.00
ROAD GRANT FUND 2503				\$0.00	\$0.00
MISC GRANT FUND 2504				\$0.00	\$0.00
AMERICAN RELIEF FUND 2580				\$13.64	\$13.64
INHERITANCE TAX FUND 2700				\$11,021.29	\$11,021.29
E911 FUND 2910				\$17,200.71	\$17,200.71
911 WIRELESS SERVICE 2913				\$8,332.03	\$8,332.03
911 WIRELESS SERVICE 2914				\$4,591.43	\$4,591.43
COMMISSARY FUND 2965				\$3,846.28	\$3,846.28
			\$0.00	\$823,546.30	<u>\$823,546.30</u>
TOTAL IMPREST FUND					

Dated this _____ day of _____, 20____.

BRANDY JOHNSON

(SEAL)

Seward
County Clerk

Seward County Clerk
P.O. Box 190
Seward, NE 68434
Phone 402-643-2883
Fax 402-643-2228

October 21, 2025

I, BRANDY JOHNSON, SEWARD COUNTY CLERK, DO HEREBY CERTIFY THAT THE FOLLOWING AMOUNTS HAVE BEEN ALLOWED BY THE SEWARD COUNTY COMMISSIONERS AND THEY HAVE AUTHORIZED PAYMENT OF SAME FROM THE IMPREST FUND.

THE FOLLOWING AMOUNTS BY FUND ARE CERTIFIED AS NEEDED FOR THE MONTH OF:

October 21, 2025				
			REG. MTHLY AMT	TOTAL
GENERAL FUND 100			\$275,638.60	\$275,638.60
ROAD FUND 300			\$53,092.47	\$53,092.47
ROAD BUYBACK FUND 650			\$0.00	\$0.00
SPECIAL ROAD FUND 700			\$0.00	\$0.00
DEBT SERVICE FUND - JUSTICE CENTER 90			\$0.00	\$0.00
SINKING FUND 950			\$0.00	\$0.00
VISITORS PROMOTION FUND 990			\$0.00	\$0.00
VISITORS IMPROVEMENT FUND 995			\$0.00	\$0.00
ASSESSOR REAPPRAISAL FUND 1100			\$0.00	\$0.00
REGISTER OF DEEDS FUND 1150			\$0.00	\$0.00
HEALTH CLAIM FUND 1250			\$0.00	\$0.00
VETERANS AID FUND 1900			\$0.00	\$0.00
AGING SERVICE FUND 2250			\$2,523.71	\$2,523.71
DRUG LAW ENFORCE FUND 2360			\$0.00	\$0.00
PROBLEM SOLVING COURT 2390			\$0.00	\$0.00
CO ATTY FED DRUG LAW ENF FUND 2410			\$0.00	\$0.00
CO ATTY TREASURY FUND 2411			\$0.00	\$0.00
SHERIFF FED DRUG LAW ENF FUND 2412			\$0.00	\$0.00
SHERIFF FED DRUG ENFORCE FUND 2414			\$0.00	\$0.00
HOUSE ARREST FUND 2435			\$0.00	\$0.00
ATTORNEY GRANT FUND 2500			\$2,965.39	\$2,965.39
EMERGENCY MGR GRANT FUND 2501			\$0.00	\$0.00
E911 GRANT FUND 2502			\$0.00	\$0.00
ROAD GRANT FUND 2503			\$0.00	\$0.00
MISC GRANT FUND 2504			\$0.00	\$0.00
AMERICAN RELIEF FUND 2580			\$0.00	\$0.00
INHERITANCE TAX FUND 2700			\$0.00	\$0.00
E911 FUND 2910			\$29,359.78	\$29,359.78
911 WIRELESS SERVICE 2913			\$0.00	\$0.00
911 WIRELESS SERVICE 2914			\$0.00	\$0.00
COMMISSARY FUND 2965			\$0.00	\$0.00
TOTAL PERSONNEL IMPREST FUND			\$363,579.95	<u>\$363,579.95</u>

Dated this ____ day of _____, 20__.

BRANDY JOHNSON
SEWARD COUNTY CLERK

(SEAL)

UTILITY PERMIT NO. _____

SEWARD COUNTY DEPARTMENT OF ROADS**Permit to Construct Utilities
on County Right-of-Way**DATE: October 15, 2025APPLICANT NAME (PRINT): Natalia Ewing, Analyst - I PHONE: 870.414.3190COMPANY NAME: Windstream NebraskaADDRESS: 4005 N Rodney Parham Rd, Little Rock, AR, 72212SIGNATURE: Natalia Ewing

Signature acknowledges receipt of and agreement to "Appendix A: 'Utility Permit Requirements' and Appendix B: 'Insurance and Indemnification Requirements'".

Appendices A and B are attached and incorporated herewith, along with any other required attachments.

To construct a utility or utilities on County right-of-way as follows:

LEGAL DESCRIPTION: 12 pair copper cable, spliced, via bore encased in 1.25" conduitT12-R1-Sec 8, SW 1/4 on Agnew

TYPE OF UTILITY TO BE CONSTRUCTED:

Telecommunications _____ Fiber Optic _____ xNon Fiber Optic _____

Water or Irrigation _____ Pipe Size and Type _____

Sewer _____ Pipe Size and Type _____

Electric _____ Voltage _____

Natural Gas _____ Pipe Size and Type _____

Other _____

PROPOSED METHOD OF INSTALLATION:

Open Trench _____ Width _____ Depth _____

Continuous Bore x Size 1.25" Depth 36"

Encasement Pipe _____ Size _____ Type _____

Plowing _____ Length _____ Depth _____

Power Poles _____

NAME, ADDRESS and PHONE NUMBER OF CONTRACTOR PERFORMING THE WORK
Windstream Construction, Russ Bader, 402.580.8128, Rustin.T.Bader@windstream.com

UTILITY PERMIT REQUIREMENTS

- 1) The applicant shall furnish the Seward County Road Department 320 S. 14th St., Seward, NE 68434 with a Certificate of Insurance in accordance with the insurance requirements, "Appendix "B", contained in this permit prior to permit approval.
- 2) The applicant, or his contractor, shall contact the One Call Notification Center/Diggers Hotline and request location of any buried utilities. Damage to any utilities, either on County right-of-way or adjacent to County right-of-way, shall be repaired at the expense of the applicant or their contractor. Seward County is not responsible for utilities in public right-of-way that are not registered with One Call Notification Center/Diggers Hotline.
- 3) Areas disturbed by construction shall be restored to pre-construction condition as much as practical. This includes, but is not limited to, compaction of the backfill to a density equal to or greater than the surrounding soil, replacing road and driveway surfacing materials lost during construction, and seeding of the disturbed areas. Weed control of the disturbed areas is the responsibility of applicant and shall be controlled until permanent grass seed is established.
- 4) Pipe under road shall be one piece with all fittings located outside road surface edge. All pipe and encasements to conform with the current State of Nebraska Policy for Accommodating Utilities on State Highway Right-of-Way and State of Nebraska Standard Specifications for Highway Construction.
- 5) Paved road crossings shall be dry bored.
- 6) BORING - All lines up to and including 6 inches in diameter may be bored under the road so as not to disturb road surface. A \$50 permit fee shall be paid to Seward County. Bore pits must be filled and compacted equal to pre-construction condition. All lines going under a hard surfaced roadway, regardless of size, shall be bored under the road. Lines 6 inches and smaller may be installed via open trench but the open trench rules and fees must be followed.
- 7) PLOWING - Utilities pulling cable parallel with county road shall pay a \$100 permit fee to Seward County Department of Roads. Installation shall be made a minimum 5 feet inside the edge of either side of the dirt, gravel or rock road and a minimum 3 feet in depth. Installation other than aforementioned shall be approved by the county. Cable shall be bored or pushed under culverts or other drainage structures. Any underground utility facility that crosses a drainage course within the county right-of-way must be installed a minimum four feet below the flow line of the drainage structure or drainage course. If there is a difference in the elevation between the flow line of the drainage structure and the drainage course, the lowest elevation shall be used. Cable may be attached to bridges if placed inside approved encasement and with written permission of the county. Bridge attachment schematic and written permission by the county must be attached to this permit. Indicator tape of warning color shall be buried at a depth of 18" to 24" deep above the location of underground utility installation.
- 8) OPEN TRENCH - All lines larger than 6 inches in diameter may be trenched across dirt, gravel and rock roads but must be bored under hard surfaced roads. A \$150 permit fee will be paid to Seward County. Lines larger than 6 inches may be bored with the same fee as the boring permit fee. All trenches shall be backfilled the same day trench was excavated except for the portion where the work is to be continued the next day. The portion left open for work continuation shall be protected by Type III barricades with flashing lights at night, reference the current edition of the MUTCD.
- 9) HORIZONTAL CLEARANCE FOR GROUND-MOUNTED FACILITIES - Power poles, anchors, hydrants or any other above ground facility shall be located as close to the right-of-way line as possible. Manholes shall not protrude above the surrounding ground. Under NO circumstances may anchors be installed within roadway horizontal clear zone. All cable anchors shall be delineated with yellow, high-intensity, retroreflective tape on a plastic type sleeve installed on cable anchor.

UTILITY PERMIT REQUIREMENTS

- 10) Applicant is responsible for the completion of their work, restoration of the road surface and public right-of-way to pre-construction condition and for maintenance to the public right-of-way for damages associated with utility installation as long as utility remains in public right-of-way.
- 11) Roads may be closed for a maximum of 24 hours. Emergency services, i.e. fire department, ambulance, sheriff's office, etc. must be notified at least 48 hours prior to road closure as to location, length of closure, and any other pertinent information.
- 12) Seward County reserves the right to inspect barricades and construction procedures and request modifications as necessary to maintain safe passage of traffic. All barricading, flagging, warning signs, etc. shall conform to the most current adopted edition of the Manual on Uniform Traffic Control Devices. A signing plan shall accompany this permit and must be approved by the county prior to permit approval.
- 13) Applicant agrees to and accepts by its signature the terms of the attached Insurance and Indemnification Requirements.
- 14) If applicant does not restore road to pre-construction, or does so and settling or other problems arise, the Seward County Road Department will contact the applicant and the applicant shall remedy any deficiency within the time determined by the Seward County Highway Superintendent or their designee. If the applicant does not cure any such deficiency within the time determined by the Seward County Highway Superintendent or their designee to the reasonable satisfaction of the Seward County Department of Roads, or does not promptly respond when notified by the Seward County Department of Roads, then the Seward County Department of Roads shall perform the repair work reasonable and necessary to effect such cure and bill the applicant for expenses incurred. In the event any person, firm, or corporation fails to pay the damages herein the County may assess such damages upon the property in the same manner as other special taxes for improvements are levied and assessed, or the County may sue any such person, firm, or corporation in any court of competent jurisdiction for the amount of the damages due and payable under the terms and provisions of this Permit and may recover a judgment against said party for the amount so due together with interest and attorneys fees.
- 15) One set of project construction plans must be attached to the permit.

(TO BE COMPLETED BY COUNTY PERSONNEL)

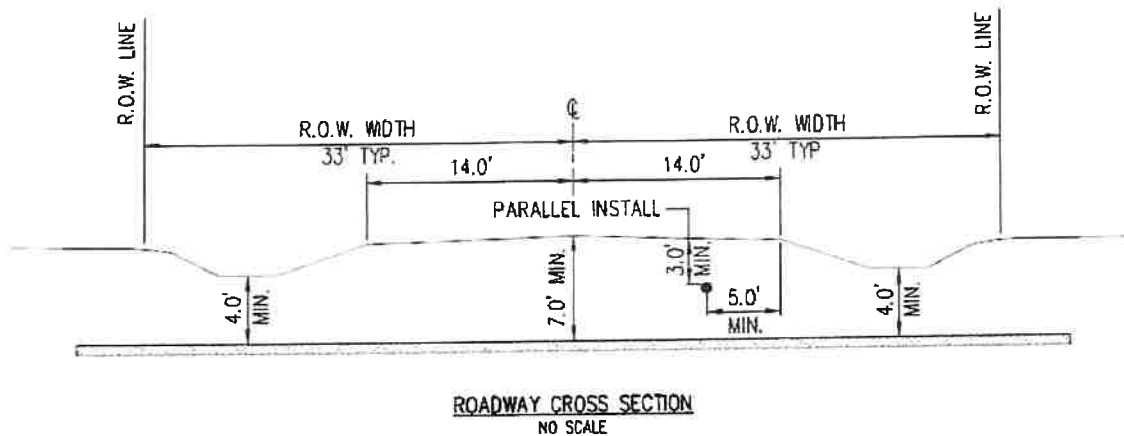
Encasement Requirements: _____

Methods of Installation (circle appropriate): Boring Plowing Trenching Power Poles

Other Requirements: _____

Applicant's emergency contact:_____
Name (print)_____
Business Phone_____
Cell Phone_____
Home Phone

UTILITY PERMIT REQUIREMENTS

**NOTES:**

- 1) This type of crossing to be made at all public county roads.
- 2) No utility will be buried directly above a drainage structure, regardless of the burial depth.
- 3) Within traveled portion of unimproved roadways, all open cut crossings to be backfilled with material excavated from trench. No sand or crushed rock backfill will be allowed. Backfill must be compacted beneath haunches of pipe filling all voids along pipe. Backfill density to be equal to or greater than surrounding soil.
- 4) Future road construction work, within public right-of-way, could necessitate relocation of utilities. Utility relocation costs will be borne by the applicant. The County will work in good faith with the applicant with respect to the ultimate decision to re-locate any said utility, provide notice of the same and schedule a time with the applicant to facilitate said relocation.
- 5) Trees and brush removed to facilitate construction shall be properly disposed of at applicant's expense and not buried or left on county right-of-way.
- 6) Any requirements not covered in this permit shall conform to the State of Nebraska Policy for Accommodating Utilities on State Highway Right-of-Way and the State of Nebraska Standard Specifications for Highway Construction.
- 7) Adequate markers shall be placed on the right-of-way line. The markers shall give the name and address of the utility owner and phone number to contact in case of emergency.

I (We) agree to construct the telecommunications in accordance with the permit requirements
(utility)
and provisions included as a part of this permit.

Company: Windstream Nebraska, LLC Address: 4005 N Rodney Parham Rd, Little Rock, AR, 72212

Phone: 870.414.3190 Signature: Natalia Ewing 10/14/2025
Date

EXECUTION BY SEWARD COUNTY

The above application is hereby approved subject to the requirements and provisions of the permit.

Seward County Authorized Representative

Date

INSURANCE and INDEMNIFICATION REQUIREMENTS

The applicant shall not begin work under this permit until it has obtained all insurance coverages required under this section and such insurance has been approved by the County. The following insurance coverages shall be kept in force during the life of the permit and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

A. Workers Compensation and Employers Liability Insurance

The minimum acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers Compensation and \$500,000 each accident for Coverage B, Employers Liability.

B. Commercial General Liability Insurance

Coverage shall include liability coverage addressing premises and operations, contractual, independent contractors, and products/completed operations. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. If written on a claims made form, the products/completed operations coverage is to be maintained for two years after final payment.

The County is to be named as an additional insured on the insurance coverage required under this section.

C. Automobile Liability Insurance

Coverage shall include liability coverage addressing claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

The County is to be named as an additional insured on the insurance coverage required under this section.

D. Certificate of Insurance

The Applicant shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Applicant shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Applicant shall require each and every subcontractor performing work under this permit to maintain the same coverages required of the Applicant in this section, and upon the request by the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractors insurance coverages required in this section.

E. Indemnification-Hold Harmless

The Applicant agrees to indemnify and hold harmless, protect and defend Seward County and its elected and appointed officials, employees, agents, and representatives against any and all claims, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from Seward County or its insurers, because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from any and all work or activity associated with the work performed under this permit unless such damages are the direct and sole result of Seward County's negligence.

APPLICANT Windstream Nebraska, LLC 10/15/2025
Date
REPRESENTATIVE _____



Gresham

Legend

New Bored Conduit	
New Plowed Conduit	
New Buried Cable	
New Aerial Cable	
Existing Conduit	
Existing Aerial Copper	
Existing Aerial Fiber	
Existing Buried Copper	
Existing Buried Fiber	
New Pedestal	
New Buried Vault	
New Cabinet	
New Down Guy and Anchor	
New Pole	
Removals	
Existing Pedestals	
Existing Poles	

SHEET 2

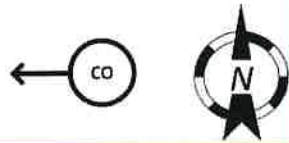
KC #: EP070760	JOB DESCRIPTION: CM GRHMNE WIN MRF# 79602765 - Copper Replacement	CUSTOMER OTHER CONTACTS:	WORK ORDER#: 15000060650450	EXCHANGE: GRHM	CUT SHEETS REQ. N
AWGF:			DATE: 9/15/2025	DISTRICT:	PERMIT REQ. Y
TAX DISTRICT: 0001	PROJECT MANAGER:		ENGINEER: Tyler Langholz	REVISION#:	MOP REQ. N
REQUESTED BY:	OPERATIONS MANAGER:	CIRCUIT ID:	PHONE #: 402-303-0618	REVISION DATE: SHEET 1 OF 2	JOINT WORK REQ. N



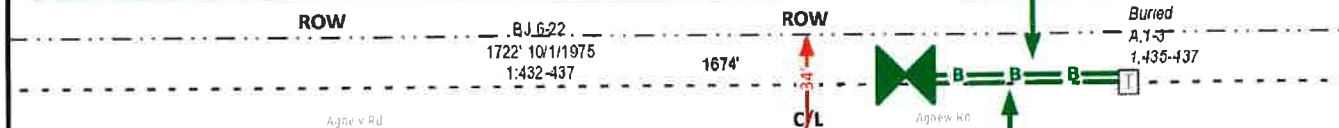
kinetic
from windstream

**LOCATE COPPER TERMINAL 119RF AND BORE
IN A NEW 12 PAIR COPPER CABLE WEST 150'.
PLACE A NEW BURIED SPLICE AT THE END
AND BRIND IN EXISTING 6 PAIR HEADING
WEST. SPLICE TOGETHER.**

**BFCR12X24I=150
BM60(1)(1¼)P>100=150
WHC1(B)=12
BM2C=1
HBF(12)=1
BMSP4=4
WBM27=5**



Search result
4582 Agnew Rd, Gresham, Nebraska,
68367
[Zoom to](#)



20m
60ft

KC #: EP070760	JOB DESCRIPTION: CM GRHMNE WIN MRF# 79602765 - Copper Replacement	CUSTOMER OTHER CONTACTS:	WORK ORDER#: 150D0060650450	EXCHANGE: GRHM DISTRICT:	CUT SHEETS REQ. N
AWGF:			DATE: 9/15/2025	REVISION#:	PERMIT REQ. Y
TAX DISTRICT: 0001	PROJECT MANAGER:		ENGINEER: Tyler Langholz	REVISION DATE:	MOP REQ. N
REQUESTED BY:	OPERATIONS MANAGER:	CIRCUIT ID:	PHONE #: 402-303-0618	SHEET 2 OF 2	JOINT WORK REQ. N





Seward County Aging Services Advisory Board Application

Name: Courtney Kossow

Address: 1944 Holdrege Rd, Pleasant Dale, NE 68423

Phone: 4024502893 Email: ot1310@gmail.com

Number of Years Lived or Worked in Seward County: 20 years

Company & Position/Title (if employed): Madonna Rehabilitation Hospital, Lincoln, NE
Occupational Therapist, OTD, OTR/L, Pelvic Health Specialist

Briefly describe why you are interested in serving on the Seward County's Aging Services Advisory Board? I recently became aware of this this Board. I have 23 years of experience working in rehabilitation services with aging and geriatric populations. I feel I have an understanding of many of the issues that face individuals as they age and would be able to share my experience on this board to benefit the community I live in.

Please list any board service, volunteer work, special training, skills, professional membership, community activities, hobbies, special interests that may be useful to your board placement:

I have been an Occupational Therapist for 22 years and have worked in Adult/ Geriatric and Stroke and Pelvic Floor Rehabilitation. I am a proud mom of 2 kids that attend Seward High School and enjoy cheering my kids on in FFA, Soccer, Football and Golf. My husband of 23 years has served as a Police Officer for the Lincoln Police Department for 25 years. I enjoy cooking, gardening, and caring for our animals on our acreage near Pleasant Dale. I volunteer and am very involved in Seward County 4H. I have served several roles volunteering through 4H and I am wrapping up my 4th year serving on the 4H Council. Skills, Experiences, and Interests that you are willing to share with Seward County Aging Services

☐ Strategic planning

☐ Fundraising

☒ Other

☐ Event Planning

☐ Community Networking

☒ Caregiver Support

☐ Grant Writing

Are you able to commit to attending our quarterly Board Meetings?

☒ Yes

☐ No

The term of a Board member is two years. Are you able to commit to serving on the Advisory Board for two years?

☒ Yes

☐ No

What are your expectations from Seward County Aging Services?

I don't have any expectations, I am excited to learn more about the role they play in the community and how I can lend my knowledge and background.

Courney Kossow

Signature of Applicant

10/15/2025

Date



Raymond R. Daugherty
Jacob C. Garbison
Reginald S. Kuhn
Stephen D. Mossman
Sally A. Rasmussen
Andrew R. Spader
J. L. Spray
Christina L. Usher
Patricia L. Manno
Joseph A. Wilkins

October 15, 2025

VIA US MAIL AND EMAIL

Seward County Board of Commissioners
c/o Brandy Johnson, Seward County Clerk
529 Seward Street
Room 205
Seward, NE 68434
bjohnson@sewardcountyne.gov

ATTORNEYS AT LAW
SINCE 1924

Offices in Lincoln, Nebraska City, and Syracuse

www.mattsonricketts.com

RE: Pine Creek Poultry, LLC

Dear Commissioners:

Our office represents Pine Creek Poultry, LLC with respect to a Conditional Use Permit issued by the County to my client on August 26, 2025 at Resolution No. 3880 for a Livestock Feeding Operation on a tract of ground located in the Southeast ¼ of Section 7, Township 12 North, Range 2 East of the 6th P.M., Seward County, Nebraska.

The purpose of this letter is to inform Seward County that Pine Creek Poultry does not intend to proceed with the development of the Livestock Feeding Operation as approved by Resolution No. 3880. Pine Creek Poultry, LLC hereby withdraws its application and requests the Board of Commissioners adopt a Resolution cancelling the Conditional Use Permit authorized by Resolution No. 3880.

Sincerely,



Stephen D. Mossman

SDM/abm

cc: Barbara Armstead, Deputy Seward County Attorney (via email)

RESOLUTION NO. _____
SEWARD COUNTY BOARD OF COMMISSIONERS

WHEREAS, on August 26, 2025, the Seward County Board of Commissioners ("Board") held a public hearing on an application for a Conditional Use Permit filed by Pine Creek Poultry for a Livestock Feeding Operation a tract of ground located in the Southeast ¼, Section 7, Township 12 North, Range 2 East of the 6pm, Seward County, Nebraska;

WHEREAS, following the public hearing, the Board voted and approved the Conditional Use Permit by way of Resolution 3880;

WHEREAS, on October 15, 2025, counsel for Pine Creek Poultry filed a notice with the Board that Pine Creek withdraws its application and requests that the Board cancel the Conditional Use Permit;

NOW THEREFORE BE IT RESOLVED that Resolution 3880 is hereby rescinded and the Conditional Use Permit to Pine Creek Poultry approved therein is cancelled.

DATED THIS ____ day of _____, _____.

Motion by: _____

Seconded by: _____

Voting Aye:

Chair, Board of Commissioners

Voting Nay:

Chair, Board of Commissioners

Attest: _____
Seward County Clerk



Seward County Detention Center, NE
261 S 8th St, Suite 99
Seward, Nebraska 68434
Sara Stenger
sstenger@sewardcountyne.gov

9/11/2025

ANNUAL SERVICE AGREEMENT

QUOTE # SA2025-09-19

Thank you for your purchase of the **Tek84 Intercept Whole Body Scanner**. We hope this device has proven to be an invaluable tool with your mission to keep contraband and unwanted items out of your facility. We want to ensure the highest standards remain by offering an inclusive annual service agreement. Please see below the value the plan offers, including everything that is covered to save money. This service agreement also includes an annual radiation safety survey and recommended preventative maintenance. We are always here to support you. The current warranty for your Tek84 Intercept Whole Body Scanner – Serial Number **SN22070009** expired on **11/8/2024**.

Quote Expiration: **12/31/2025**

Qty	Part Number	Description	Net Ea	Ext. Price
1	INT-SERVICE -1	Annual Tek84 Intercept Whole Body Security Scanning System Service Agreement includes the following (VALID: Start on 10/1/2025 – 9/30/2026)	\$11,225	\$11,225
		Coverage of all repair parts, labor, and shipping as needed for the continuous operation of the Intercept	INC	INC
		One (1) Preventative Maintenance visit for review, inspection, and potential replacement of all "wear" components before their end of life.	INC	INC
		Software system review to assure the system is operating at the latest level of software. This applies to software upgrades that do not require hardware upgrades and is a courtesy check. Any software change made will be authorized and reviewed with the customer before doing so.	INC	INC
		One (1) Radiation Safety Survey of the Intercept as required by ANSI regulations. Note- State regulations vary and may require independent verification of radiation emissions. Please check with your State's governing body to assure compliance.	INC	INC
			TOTAL \$11,225.00	

By execution of this Agreement by an authorized signature, the Customer agrees to purchase the Products specified subject to the terms and conditions set forth in the Agreement and subject to Tek84 Terms and Conditions available at www.Tek84.com

Accepted By:

Printed Name and Title: _____

Authorized Signature: _____

Date: _____

Tek84:

Amy Atkinson – Service Sales & Regulatory Comp. Rep.

Authorized Signature: _____

Date: 9/11/25

Ph: (858) 676-5382 ext. 134 / amy.atkinson@tek84.com



GENERAL TERMS AND CONDITIONS
CONTINENTAL USA

Last Updated: 08/20/2020

1. Definitions. As used in these General Terms and Conditions:

- a. “Buyer” means the person or entity that placed the Order for Products and/or Services or on whose behalf the Order is placed.
- b. “Order” means a purchase order, countersigned quote, or similar written document signed by both the Buyer and Seller providing for the purchase of Products. Unless otherwise provided, electronic copies of the Order will have the same effect, force, and validity as the written document of the Order and may be reasonably relied upon by the Parties in lieu of the written document.
- c. “Party” means the Buyer or Seller.
- d. “Parties” means the Buyer and Seller.
- e. “Products” means the Seller’s product(s) identified in the applicable Order.
- f. “Purchase Agreement” means the written agreement between Buyer and Seller for the purchase of Products and/or Services, which shall consist of these General Terms and Conditions; the applicable Order; and any other applicable written document(s) mutually agreed upon and signed by all Parties. Unless otherwise provided, electronic copies of the Purchase Agreement will have the same effect, force and validity as the written document(s) of the Purchase Agreement and may be reasonably relied upon by the Parties in lieu of the written document(s).
- g. “Purchase Price” means the price payable to Seller by Buyer for Products and/or Services provided in an Order.
- h. “Seller” means Tek84 Inc., a Delaware corporation, including any division or subsidiary thereof.
- i. “Services” means the Seller’s services identified in the applicable Order.

2. Agreement; Inconsistent Terms. Seller and Buyer agree that all purchases for Products and/or Services by Buyer from Seller will be governed by this Purchase Agreement. In the event of a conflict between these General Terms and Conditions and an Order, or in the event no written or formal Order is issued for the applicable Products and/or Services, the terms of these General Terms and Conditions shall control unless otherwise expressly agreed to in writing by Seller and Buyer. Buyer’s acceptance of Products and/or Services shall be deemed Buyer’s assent to all of the terms of these General Terms and Conditions even if no written or formal Order is issued by Buyer, unless otherwise provided in writing. For the avoidance of doubt, Seller shall not be bound by the provisions of any other document or instrument from Buyer, unless signed by an officer of Seller.

3. Ordering Procedure. Each Order shall specify, if applicable: (a) the description and quantity of Products or Services being ordered; (b) requested location for delivery of Products or Services (the “Delivery Location”); (c) the Purchase Price; and (d) the Buyer’s mailing address to which the applicable invoice shall be rendered for payment.

4. Receipt and Acceptance of Order by Seller. Seller’s corporate office in San Diego, California will have the final authority with respect to the acceptance of any Order. If an Order is accepted, Seller shall confirm its acceptance of such Order to Buyer in writing. No Order shall be deemed accepted by Seller until Seller has accepted such Order in writing.

5. No Termination or Delay by Buyer. After an Order has been duly signed by all of the Parties, Buyer may not terminate or unreasonably delay any delivery of Products and/or Services provided for in said Order without Seller’s written consent.



6. **Shipment; Passage of Title; Risk of Loss.** Unless otherwise provided in writing on an Order: (1) For an Order that indicates shipping will be included in the Purchase Price, Products will be shipped Delivered at Place (DAP), with Passage of Title and Risk of Loss passing from Seller to Buyer upon delivery of Products at the Buyer's place in accordance to Incoterms 2020; (2) Otherwise, Products will be delivered EXW Factory in accordance to Incoterms 2020. In any event, Seller shall not be responsible for shipping and transportation delays.
7. **Return of Products.** Products may not be returned by Buyer without Seller's prior written permission.
8. **Payment Terms.** Buyer shall pay the Purchase Price for Products and/or Services purchased hereunder as specified in Seller's invoice, which shall be consistent with the relevant Order. Seller will invoice Buyer for Products upon departure from the Seller's manufacturing location. Unless otherwise set forth in Seller's invoice, Buyer shall pay the invoice in full in each case no later than thirty (30) days from the date of invoice. All payments will be made in U.S. dollars. Interest at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by applicable law, whichever is lower, may be charged on past due Buyer accounts commencing after the last day of the first calendar month following the date of such invoice. Seller may suspend, credit, refuse shipment, or cancel any unfilled Order without any liability to Buyer in the event that Seller believes Buyer's credit is impaired. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants.
9. **Taxes.** Unless otherwise provided for in an Order, prices do not include taxes. Buyer shall pay Seller, in addition to the price of any Products and/or Services purchased hereunder, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of Products and/or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.
10. **Registrations; Permits; Licenses.** Buyer shall obtain and maintain all registrations, licenses, permits and approvals required to operate Products in accordance with ANSI/HPS N43-17-2009 and all Local, State and Federal regulations. Seller agrees to assist Buyer in managing these regulatory requirements.
11. **Institutional Protocols Completed Before Operator Training.** Seller will not be obligated to schedule training classes on using Products until Buyer completes all institutional protocols, procedures, and approvals required for such use.
12. **Security Interest.** Buyer hereby grants to Seller a security interest in Products, including insurance proceeds, to secure payment of all amounts due under the Purchase Agreement until such amounts are paid by Buyer in full.
13. **Warranty and Support.**
 - a. **Initial Warranty and Support.** Unless otherwise provided in the Purchase Agreement, Initial Warranty and Support is included in the Purchase Price. Seller will provide Initial Warranty and Support beginning on the installation date and expiring at the date provided on the applicable order or signed quote. If no date is provided, then expiration is one year from installation date.
 - b. **Initial Warranty and Support includes:** (i) installation. (ii) initial operator training, (iii) 24-7 technical phone support (iv) on-site repair during normal working hours; (v) replacement parts; (vi) labor expenses; (vii) travel expenses and (viii) annual preventative maintenance inspection including radiation survey.
 - c. **Continuing Warranty and Support.** Buyer may purchase Continuing Warranty and Support Services from Seller prior to the expiration of the Initial Warranty and Support.
 - d. **Excluded Repairs.** The foregoing Initial and Continuing Warranty and Support shall not apply to any Products or parts of Products which have been (a) repaired or altered by any party other than authorized by Seller, (b) subjected to misuse, negligence, or accident, including, without limitation, physical damage to the outer enclosure, internal damage by physical breaching of the outer enclosure, dropping or overturning the apparatus, damage to the touchscreen monitor, acts of God, such as earthquake, flood, building collapse and vermin infestation, damage by unauthorized service personnel, or intentional or other gross damage outside the scope of normal operation, or



- (c) used in a manner or in an application other than that recommended by Seller.
- e. **T&M Priced Services.** For any Products not covered under either Initial or Continuing Warranty and Support, Buyer may purchase such on-going services from Seller under Time and Materials pricing.
 - f. **Buyer's Right to Reject Products for Noncompliance.** Buyer shall notify Seller in writing within seven (7) calendar days after completion of installation and training of any Products not performing as indicated in Seller's brochures or other advertising materials. Buyer's notice shall provide specific details and examples of cited discrepancies. Upon such written notice, Seller shall attempt to rectify the cited discrepancies to the satisfaction of the Buyer within thirty (30) calendar days. Within seven (7) calendar days afterward, Buyer, acting in good faith, may reject the Products for noncompliance by notifying Seller in writing. Upon such notice of noncompliance: Seller will promptly remove said Products from Buyer's facility; assume Title and Risk of Loss to said Products upon departure from said Buyer's facility; cancel the applicable Order and all obligation for Buyer to pay the Purchase Price; and invoice Buyer for actual shipment cost incurred by Seller to install and de-install the Products. Buyer agrees to pay the shipment cost invoice to Seller within 30 days, thereby terminating any and all obligation of the Parties with respect to the other in conjunction with the Order.
 - g. **Buyer's Limited Remedy for Warranty Breach.** Except as provided herein for warranty and support, Seller hereby expressly disclaims any implied warranties of merchantability and/or fitness for a particular purpose. Seller makes no other warranties, express or implied. Unless provided herein, Buyer's sole and exclusive remedy for Seller's breach of the Warranties describe in this section shall be limited to (A) with respect to Products, repair or replacement of defective Products or Product parts reported to Seller within thirty days of Seller's delivery, and/or (B) with respect to Services, correction of any defects in Services provided by Seller and reported to Seller within sixty (60) days after completion of such service.
- 14. Limitation of Liability; Commencement of Actions.** Notwithstanding anything to the contrary stated in the Purchase Agreement, in no event shall Seller or its subcontractors be liable for any loss, damage, cost of repairs, or incidental, indirect, punitive or consequential damages of any kind, even if Seller has been advised of the possibility of such damages, including, but not limited to, loss of use of facilities and equipment or loss of profit, for any reason, whether based upon any warranty, or whether arising in contract, tort, negligence or strict liability or otherwise arising in connection with the design, manufacture, sale, use or repair of products and/or services sold hereunder, nor shall Seller or its subcontractors be liable to indemnify Buyer and/or its subcontractors for any claims for any such consequential, incidental, indirect, or punitive damages. Further, in no event will Seller's liability to Buyer exceed the Purchase Price for the specific Products and/or Services giving rise to Buyer's action. Any action, regardless of form, arising out of the Purchase Agreement must be commenced by Buyer within one (1) year after the cause of action has accrued, or two (2) years from the date of shipment or completion of Services, whichever expires first.
- 15. Waiver of Claim from Criminal or Terrorist Acts.** Seller's Products and Services are generally directed at the prevention of criminal and terrorist acts by third parties. Buyer acknowledge and agrees that all such acts cannot be prevented by using Seller's Products and Services. Seller and Buyer each agree to waive all claims against the other, including officers, employees, and other representatives, resulting from or related to criminal or terrorist activity
- 16. Buyer's Indemnification Obligations.** Buyer acknowledges that Buyer is solely responsible for use of Products and that no aspect of Buyer's use of Products is at the direction of Seller. Buyer will indemnify, defend and hold Seller and its officers, agents, directors, and employees (each an "indemnified party") harmless against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind, including, without limitation, reasonable attorneys' fees, that are awarded against any indemnified party, arising out of or related to any third-party claim made in connection with Buyer's use of Products.
- 17. Default; Remedies; Termination.** It shall be an event of default ("Default") if any of the Parties shall:
- (a) fail or refuse to pay when due any monies payable under the terms of the Purchase Agreement and continue such failure or refusal for ten (10) days after the payment due date; or
 - (b) fail or refuse to comply with any other term, provision or covenant contained in the Purchase Agreement and such failure shall not be cured within thirty (30) days after written



notice is provided by the non-defaulting party (to the extent such failure or refusal shall be curable); or (c) (i) make an assignment for the benefit of creditors, (ii) file a petition under any applicable law or statute relating to the bankruptcy or insolvency or be adjudged as bankrupt or insolvent in proceedings filed against it under any such law, or (iii) suffer the appointment of a receiver or trustee for all or substantially all of its assets, except an involuntary appointment removed within sixty (60) days after appointment. Upon the occurrence of a Default, the non-defaulting party shall have, in addition to any other rights or remedies available to the non-defaulting party pursuant to the terms of the Purchase Agreement, the right to terminate the Purchase Agreement upon giving written notice of such termination to the defaulting party, which shall be effective immediately upon delivery to the defaulting party. Upon expiration or termination of the Purchase Agreement for any reason, the parties shall abide by and uphold any rights or obligations accrued or existing under the Purchase Agreement on the date of such expiration or termination. The parties agree to continue to cooperate with each other in good faith to carry out an orderly conclusion of their relationship.

- 18. Force Majeure.** In the event either party is prevented by Force Majeure from performing any of its obligations under the Purchase Agreement, other than its payment obligations hereunder, such party shall give notice in writing to the other party with full particulars of such Force Majeure as soon as practicable after the occurrence of the Force Majeure event.

Neither Party shall be liable to the other for the failure of performance of any obligation under this Agreement, except as specifically set forth herein, if the failure of performance of said obligation is undisputedly related to a Force Majeure Event as hereinafter defined. The affected Party shall inform the other Party in writing immediately upon the occurrence of, or immediately upon becoming aware of the occurrence of, such a Force Majeure event. Without prejudice to the generality of the foregoing, the following events shall for purposes of this Agreement be considered within the meaning of the term "Force Majeure Event": acts of God, acts of nature, acts of Governments in their sovereign capacity, acts of terrorism, war and/or war measures, fire, floods, casualties, strikes, pandemics (other than COVID-19), labor disturbances, shortage of natural materials or fuel, or any other unforeseen, impacting events which are beyond the reasonable control of the affected Party.

It is understood and agreed between the Parties hereto that the rights and obligations of the Parties shall be deemed to be in suspension during the continuance of the Force Majeure Event, as aforesaid, and the said rights and obligations shall automatically revive upon the cessation of the intervening Force Majeure Event.

If for any reason any licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, or requirements that would prohibit Seller from fulfilling the Purchase Agreement, or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Purchase Agreement. Failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole Purchase Agreement or treat it as repudiated.

The period for which the rights and obligations of the Parties shall be in suspension due to occurrence of a Force Majeure Event shall not be considered as a delay with respect to the period of delivery and/or acceptance of delivery under a contract or otherwise to the detriment of either Party.

- 19. Seller's Intellectual Property Rights; Confidentiality.** All design and detail drawings, data, material lists, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise, which was developed, made or supplied by or for Seller in the production of Products and/or Services sold hereunder will be and will remain the sole and exclusive property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Products and/or Services purchased hereunder.

Buyer agrees to treat all information, including, without limitation, all proprietary information, provided by Seller hereunder as confidential ("Confidential Information") and shall not make use of Confidential Information for purposes other than those contemplated by the Purchase Agreement, and shall not make Confidential Information available to third parties other than as required to carry out the installation and use of Products and/or Services.



- 20. Export Regulations.** Buyer agrees to comply fully with all laws and regulations concerning the export of any Products from the United States.
- 21. Entirety or Purchase Agreement; Amendment.** The Purchase Agreement, including these General Terms and Conditions and any applicable document signed by all of the Parties, embody the entire agreement between the parties regarding the subject matter hereof and supersedes any other agreements and arrangements, whether in written oral form, regarding the subject matter hereof. Except as otherwise provided in the Purchase Agreement, the Purchase Agreement may not be amended, extended or supplemented in any manner whatsoever except by the express written agreement executed by duly authorized corporate officers of both parties.
- 22. Notices.** Any notice, agreement, or other communication required to be given under the Purchase Agreement shall be in writing and either personally delivered, delivered by certified U.S. mail (return receipt requested), postage prepaid, or delivered by overnight delivery by a nationally recognized courier, addressed to the Parties at their addresses indicated in the Purchase Agreement or to such other addresses as maybe furnished in writing by either party to the other. Each notice or communication shall be deemed to have been received three (3) business days after the same was deposited in certified mail, or, if delivered in person via an internationally recognized overnight delivery carrier, as of the date so delivered. Notwithstanding the foregoing, Orders and other ordinary course of business communications may be sent by email or mail to the address identified by the parties from time to time, or by first class mail, postage prepaid.
- 23. Severability.** In the event that one or more of the provisions of the Purchase Agreement is declared or held invalid, illegal or unenforceable by a court of competent jurisdiction, such provision(s) shall be interpreted as modified so as to be enforceable to the maximum extent permitted by law, and all other provisions hereof shall be given effect separately therefrom and shall not be affected thereby.
- 24. No Waiver.** No waiver by either Party of any provision of the Purchase Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.
- 25. Authority.** Each Party represents and warrants that (a) it is duly organized, validly existing and in good standing under the laws of the state of its organization, and has full power and authority to enter into and perform its obligations under the Purchase Agreement, (b) it agrees to be bound by the Purchase Agreement, and (c) the person executing the Purchase Agreement on behalf of such Party has been properly authorized and empowered to enter into the Purchase Agreement.
- 26. Headings not Controlling.** The headings used in the Purchase Agreement are for reference purposes only and shall not be deemed part of the Purchase Agreement.
- 27. Successors and Assigns.** The Purchase Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. The Purchase Agreement is not assignable by either Party without the prior written consent of the other Party hereto, which shall not be unreasonably withheld, except that Seller may assign the Purchase Agreement to any person or entity (a) that is a parent, subsidiary or affiliate of Seller, (b) that acquires a controlling interest in the stock of Seller, (c) with which Seller merges or consolidates, or (d) to which Seller transfers all or substantially all of its assets.
- 28. Attorney Consultation.** Each Party represents that it has had an opportunity to consult with independent legal counsel prior to signing the Purchase Agreement.
- 29. Counterparts.** The Purchase Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- Electronic signature pages shall be deemed as sufficient evidence of a party's consent and agreement to the terms of the Purchase Agreement.



- 30. No Partnership or Joint Venture Created.** Seller is an independent contractor to Buyer. The Purchase Agreement does not create a partnership, joint venture, or any form of association, for employment, tax purposes or otherwise.
- 31. Choice of Law; Arbitration.** The Purchase Agreement shall be governed by the laws of the state of California. The Parties agree that all disputes and/or causes of action under the Purchase Agreement shall be resolved by binding arbitration by a single arbitrator from the San Diego office of the American Arbitration Association (“AAA”) in accordance with the AAA’s rules of Arbitration.
- 32. U.N. Convention.** Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the “UN Convention”), the parties agree that the UN Convention shall not apply to the Purchase Agreement.