

**NOTICE OF PUBLIC MEETINGS OF SEWARD COUNTY BOARD OF
COMMISSIONERS AND SEWARD COUNTY BOARD OF EQUALIZATION
TUESDAY, OCTOBER 28, 2025**

Notice is hereby given that meetings of the Seward County Board of Commissioners and the Seward County Board of Equalization, if commenced, will be held on Tuesday, October 28, 2025 in the County Board Meeting Room, Room 303 on the 3rd Floor of the of the Seward County Courthouse in Seward, Nebraska. The County Board of Equalization meeting will begin at 8:30 a.m. The Board of Commissioners meeting will begin at 9:00 a.m. Both meetings are open to the public. Agendas for such meetings are kept continuously current and are available for public inspection at the office of the County Clerk in the Seward County Courthouse, Seward, Nebraska.

Brandy M. 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 Equalization on October 28, 2025 are as follows:

8:30 a.m.

1. Convene and announce Open Meetings Law
2. Pledge of Allegiance
3. Discuss/Action - Approve minutes of October 14, 2024
4. Discuss/Action – Assessor Information Update

Known items on the agenda for Board of Commissioners on October 28, 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 21, 2025
4. Consent Agenda:
 - a) Surplus Property Disposal Request for Sheriff's Office
 - b) 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.

Other Business Matters to Address When Time Allows

5. Discuss/Action - Public/Organizations/Officials
6. Commissioner Reports
7. Discuss/Action – Approval of 2024-2025 Inventories
8. Discuss/Action – Appoint 2 Members to the Planning Commission for the term of January 18, 2026 through January 17, 2029
9. Discuss/Action – Accept County Treasurer's Certification of Distress Warrants for Tax Year 2024 to be Collected by Seward County Sheriff
10. Discuss/Action – Agenda for November 4, 2025

9:15 a.m. Discuss/Action – Veteran of the Month

9:30 a.m. Discuss/Action – Public Hearing – Conditional Use Permit to Operate a Truck Body Repair Shop in J Precinct, in the NE ¼ of Section 23, Township 10N, Range 3 East of the 6th p.m.

Discuss/Action – Res – Conditional Use Permit to Operate a Truck Body Repair Shop in J Precinct, in the NE ¼ of Section 23, Township 10N, Range 3 East of the 6th p.m.

Discuss/Action – Res- Steckley Subdivision Short Form Plat in N Precinct, in the SW ¼ of Section 2, Township 9N, Range 2 East of the 6th p.m.

Discuss/Action – Res- Krska Home Place Acres Short Form Plat in C Precinct, in the W ½ NW ¼ of Section 2, Township 12N, Range 2 East of the 6th p.m.

Discuss/Action – Res- LZ Acres Short Form Plat in J Precinct, in the NW ¼ of Section 12, Township 10N, Range 3 East of the 6th p.m.

Discuss/Action – Res- Piening Place Subdivision Short Form Plat in I Precinct, in the NW ¼ of Section 2, Township 10N, Range 4 East of the 6th p.m.

9:45 a.m. Discuss/Action – Clarification of audit recommendations for the Seward County Sheriff's Office including a full physical inventory reconciliation

10:00 a.m. Discuss/Action – Authorize Chair to sign the 2024-2025 Equitable Sharing Agreement & Certification (ESAC) for Sheriff

Discuss/Action – Request Two Sheriff's Deputy K9 Handlers to Purchase their K9s

10:15 a.m. Discuss/Action – Authorize Chair to Sign Extension to Maintenance and Support Agreement with IDEMIA for Detention Center

10:30 a.m. Discuss/Action - Seward Police Department – Request to Authorize the Placement of a 10' Metal Storage Container at the Firearm Range

Discuss/Action – Request to Authorize the Placement of a Flagpole at the Firearm Range

Surplus Property Disposal Request

Date: 10-24-25

Name of Office: Sheriff's Office

Name of Dept. Head: Sheriff Mike Vance

Type of Personal Property or Mobile Equipment: Toughbooks that are
out dated.

Estimated Value: \$100 each

Disposal Method Type: (Circle One)

Trade-In, Sale of Personal Property \$2,500 or more; Sale of Mobile Equip over \$5,000, Donation

Note: May use one sheet for multiple pieces of equipment but with the same *type* of Disposal Method. Please use a separate sheet for each different *type* of Disposal Method.

Information about Disposal:

Selling these back through Bizco. They will only give
\$100 for each MPT. There were all from our Treasury
account, so it will go back into 2412

Please submit to the County Clerk (for agenda purposes) for submittal to the Board of Commissioners. A copy of this will be given to the Board of Commissioners for their consideration *prior* to said meeting.

Approved: _____
Chairman, Seward County Board of Commissioners

Date

Surplus Property- 10/28/2025

1. Panasonic Toughbook- 0JTTC22748
 2. Panasonic Toughbook- 0HTTC90759
 3. Panasonic Toughbook- 0ITTC10278
 4. Panasonic Toughbook- 0KTTC32539
 5. Panasonic Toughbook- 0ITTC10277
 6. Panasonic Toughbook- 9GTTC89194
 7. Panasonic Toughbook- 9FTTC87202
 8. Panasonic Toughbook- 9DTTC73345
 9. Panasonic Toughbook- 9DTSC61170
 10. Panasonic Toughbook- 1ATTC66369
 11. Panasonic Toughbook- 1ATTC66360
 12. Panasonic Toughbook- 1ATSC66576
 13. Panasonic Toughbook- 1ATSC66573
 14. Panasonic Toughbook- 0LTSC57622
 15. Panasonic Toughbook- 0LTSC57603
 16. Panasonic Toughbook- 0KTTC32552
 17. Panasonic Toughbook- 9DTTC73351
-

SEWARD COUNTY DEPARTMENT OF ROADS

Permit to Construct Utilities
on County Right-of-WayDATE: October 15, 2025APPLICANT NAME (PRINT): Natalia Ewing, Analyst - IPHONE: 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" conduit

TYPE OF UTILITY TO BE CONSTRUCTED:

Telecommunications _____ Fiber Optic _____ ☒ Non 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 ☒ 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:

Tyler Langholz

Name (print)

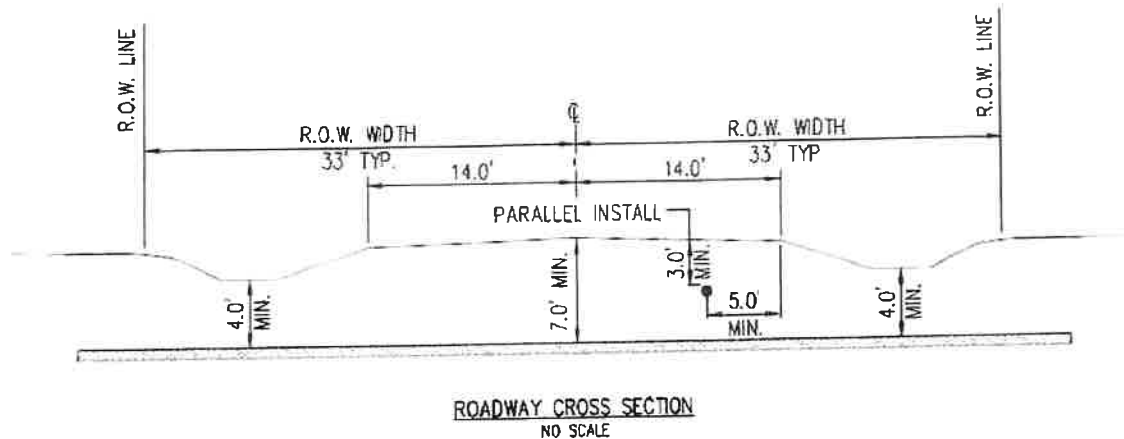
402-303-0618

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 (utility) in accordance with the permit requirements 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 Date: 10/14/2025

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

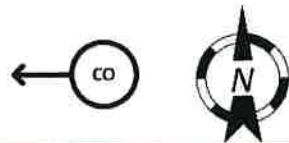
KC #: EP070760	JOB DESCRIPTION: CM GRHME WIN MRF# 79602765 - Copper Replacement	CUSTOMER OTHER CONTACTS:	WORK ORDER#: 15000060650450	EXCHANGE: GRHM	CUT SHEETS REQ. N
AWGP:			DATE: 9/15/2025	DISTRICT:	PERMIT REQ. Y
TAX DISTRICT: 0001	PROJECT MANAGER:	CIRCUIT ID:	ENGINEER: Tyler Langholz	REVISION#:	MOP REQ. N
REQUESTED BY:	OPERATIONS MANAGER:		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.**

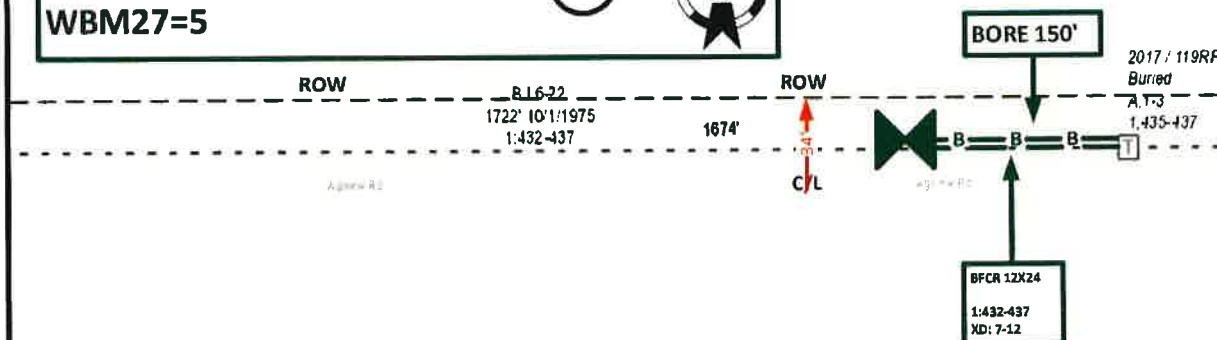
**BFCR12X24I=150
BM60(1)(1¼)P>100=150
WHC1(B)=12
BM2C=1
HBF(12)=1
BMSP4=4
WBM27=5**



20m
60ft



Search result
4582 Agnew Rd, Gresham, Nebraska,
68367
Zoom to



KC #: EP070760	JOB DESCRIPTION: CM GRHME 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#: 1	MOP REQ. N
REQUESTED BY:	OPERATIONS MANAGER:	CIRCUIT ID:	PHONE #: 402-303-0618	REVISION DATE: SHEET 2 OF 2	JOINT WORK REQ. N



**CERTIFICATION OF DISTRESS WARRANTS
TO BE COLLECTED FOR
TAX YEAR 2024
TO SEWARD COUNTY BOARD: 10/28/2025**

GROSS NUMBER OF WARRANTS AS OF 10/28/2025	76
GROSS AMOUNT, EXCLUDING INTEREST AND FEES AS OF 10/28/2025	39,515.54

BANKRUPTCIES NOT INCLUDED IN WARRANT TOTAL	0.00
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LESS EARLY PAY	304.82
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NET DOLLARS TO SHERIFF, EXCLUDING INTEREST	39,210.72
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NET NUMBER OF WARRANTS ISSUED FOR COLLECTION	75
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Jacob Zlatkovsky
Seward County Treasurer

10/21/2025
09:06 AM

Seward
DISTRESS WARRANT LISTING

Page 1

WARRANT DATE : 10/23/2024
ID NUMBER : 0800205334

#1

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001623	11.14	0.00	2.00	13.14
2023-001716	17.48	0.77		18.25

TAX DISTRICT : 5

AFFORDAPROIT LLC SHAWN MORTENSEN
2167 N 2ND ST
SEWARD, NE 68434-1106

**ADDITIONAL INTEREST OF \$ 0.0110 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800186451
TAX DISTRICT : 105

#2

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-000636	8,212.12	0.00	2.00	8,214.12

AJ AG SERVICES INC ADAM ROTH
2884 YANKEE HILL RD
MILFORD, NE 68405-8460

**ADDITIONAL INTEREST OF \$ 3.1499 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800205649
TAX DISTRICT : 250

#3

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001664	4,112.64	0.00	2.00	4,114.64

BECKLER/ EMMETT E
820 S CHERRY ST
FRIEND, NE 68359-1628

**ADDITIONAL INTEREST OF \$ 1.5775 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800206814
TAX DISTRICT : 5

#4

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001823	995.09	0.00	2.00	997.09

BEL-CON REFUSE MICHAEL & ABBEY FEULNER
PO BOX 314 345 PINWOOD DR
SEWARD, NE 68434-0000

**ADDITIONAL INTEREST OF \$ 0.3817 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800204619
TAX DISTRICT : 5

#5

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001536	234.80	0.00	2.00	236.80

BELL CHIROPRACTIC JORDAN BELL
905 MAIN ST
SEWARD, NE 68434-2047

**ADDITIONAL INTEREST OF \$ 0.0901 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800202414
TAX DISTRICT : 240

#6

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001271	15.56	0.00	2.00	17.56

10/21/2025
09:06 AM

Seward
DISTRESS WARRANT LISTING

Page 2

BENTON/JOSHUA
877 448TH
BEAVER CROSSING, NE 68313-9445

**ADDITIONAL INTEREST OF \$ 0.0060 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800207224
TAX DISTRICT : 35

BESPOKE MASSAGE & BODYWORKS LLC AMANDA ROSS
905 N 12TH ST
SEWARD, NE 68434-1403

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001885	22.94	0.00	2.00	24.94

#7

**ADDITIONAL INTEREST OF \$ 0.0088 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800169182
TAX DISTRICT : 5

BREMER/PAUL
324 S 3RD ST
SEWARD, NE 68434-2514

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-000400	8.25	0.00	2.00	10.25

#8

**ADDITIONAL INTEREST OF \$ 0.0032 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800205949
TAX DISTRICT : 5

B'S SWEET FREEZE LLC MEGAN BOGGS
125 N 2ND ST
SEWARD, NE 68434-2134

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001709	1.86	0.00	2.00	3.86

#9

**ADDITIONAL INTEREST OF \$ 0.0007 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800203244
TAX DISTRICT : 5

CAFE ON THE SQUARE
139 NORTH 6TH ST
SEWARD, NE 68434-2001

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001375	55.50	0.00	2.00	57.50

#10

**ADDITIONAL INTEREST OF \$ 0.0213 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800207475
TAX DISTRICT : 55

CLAPSHAW/ROBERT E(& MYRTILDA A MORGAN
PO BOX 83
UTICA, NE 68456-0083

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-006317	54.88	0.00	2.00	56.88

#11

10/21/2025
09:06 AM

Seward
DISTRESS WARRANT LISTING

Page 3

UTICA UTICA 8TH STREET SUB IOLL MOBILE HOME LOT 8 RIEGER TRAILER COURT

**ADDITIONAL INTEREST OF \$ 0.0210 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800205489
TAX DISTRICT : 205

CULTURE ACCELERATION GROUP LLC KELLY SHRAD
2019 172ND DR
GARLAND, NE 68360-9353

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001640	8.88	0.00	2.00	10.88

#12

**ADDITIONAL INTEREST OF \$ 0.0034 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800212525
TAX DISTRICT : 30

CULVER/JIM C/O CHIPPEWA NORTHWEST RAILWAY
PO BOX 185
GOEHNER, NE 68364-0185

GOEHNER 17-10-2 TL 20 IN NE 1/4 SE 1/4 IMPROVEMENT ONLY RR SHEDS SEWARD CO HISTORICAL LAND

**ADDITIONAL INTEREST OF \$ 0.0109 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800227610
TAX DISTRICT : 5

CYRUS WENGLER ATTN: RANDY SKILLIN
639 E MCKINLEY AVE
FRESNO, CA 93728-1729

SEWARD IOLL MOBILE HOME ON LOT 21 TWIN OAKS PLACE NE, LLC LAND

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-010108	28.44	0.00	2.00	30.44

#13

**ADDITIONAL INTEREST OF \$ 0.0660 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800202219
TAX DISTRICT : 5

DANS CUSTOM WORKS C/O DAN GROSS
306 JACKSON AVE
SEWARD, NE 68434-2155

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-006278	172.12	0.00	2.00	174.12

#14

**ADDITIONAL INTEREST OF \$ 0.0052 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800203289
TAX DISTRICT : 185

DRL LANDWORKS C/O DANIEL LAKE
2275 ADAMS RD
MILFORD, NE 68405-8403

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001249	13.44	0.00	2.00	15.44

#15

ADDITIONAL INTEREST OF \$ 0.0256 PER DAY

#16

Seward

DISTRESS WARRANT LISTING

WARRANT DATE : 10/23/2024
ID NUMBER : 0800206184
TAX DISTRICT : 35
EDWARD JAMES CONTRACTING LLC EDWARD GILBERT
815 2ND ST
MILFORD, NE 68405-9609

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001729	22.94	0.00	2.00	24.94

#17

WARRANT DATE : 10/23/2024
ID NUMBER : 0800159640
TAX DISTRICT : 130
EGGERLING/GREGG
890 210TH
MILFORD, NE 68405-8408

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-000205	861.90	0.00	2.00	863.90

#18

WARRANT DATE : 10/23/2024
ID NUMBER : 0800179846
TAX DISTRICT : 5
ENLIVANT C/O GRANT THORNTON LLP
PO BOX 4747
OAK BROOK, IL 60522-4747

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2023-000547	397.30	17.45	2.00	416.75

#19

WARRANT DATE : 10/23/2024
ID NUMBER : 0800207034
TAX DISTRICT : 145
FEHLHAFER/JOSHUA
1111 364TH
SEWARD, NE 68434-7591

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001850	160.24	0.00	2.00	162.24

#20

WARRANT DATE : 10/23/2024
ID NUMBER : 0800207154
TAX DISTRICT : 5
GIBBINS LLC
1163 KOLTERMAN AVE
SEWARD, NE 68434-5000

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001871	6.76	0.00	2.00	8.76

21

WARRANT DATE : 10/23/2024
ID NUMBER : 0800201159

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001140	870.12	0.00	2.00	872.12

#22

10/21/2025
09:06 AM

Seward
DISTRESS WARRANT LISTING

Page 5

TAX DISTRICT : 240
GOESCH/PATRICK
2309 ROAD 24
GRESHAM, NE 68367-7502

ADDITIONAL INTEREST OF \$ 0.3337 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE

WARRANT DATE : 10/23/2024
ID NUMBER : 0800198644
TAX DISTRICT : 105

GTP INFRASTRUCTURE | LLC C/O PROPERTY TAX DEPT
PO BOX 723597
ATLANTA, GA 31139-0597

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-000936	105.80	0.00	2.00	107.80

23

ADDITIONAL INTEREST OF \$ 0.0406 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE

WARRANT DATE : 10/23/2024
ID NUMBER : 0800161742
TAX DISTRICT : 130

HAVLAT/DOUG
567 168TH
PLEASANT DALE, NE 68423-9060

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-000256	118.66	0.00	2.00	120.66

24

ADDITIONAL INTEREST OF \$ 0.0455 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE

WARRANT DATE : 10/23/2024
ID NUMBER : 0800202424
TAX DISTRICT : 240

HAWLEY/PRESTON
4352 MCKELVIE RD
UTICA, NE 68456-8177

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001273	11.68	0.00	2.00	13.68

25

ADDITIONAL INTEREST OF \$ 0.0045 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE

WARRANT DATE : 10/23/2024
ID NUMBER : 0800161882
TAX DISTRICT : 145

HENTZEN/NEAL H
3166 SUPERIOR RD
SEWARD, NE 68434-7578

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-000262	772.50	0.00	2.00	774.50

26

ADDITIONAL INTEREST OF \$ 0.2963 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE

WARRANT DATE : 10/23/2024
ID NUMBER : 0800228435
TAX DISTRICT : 125

HEYEN/ROBIN A & HOLLY R(TRUSTEES
546 224TH

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-010060	34.58	0.00	2.00	36.58

27

10/21/2025
09:06 AM

Seward
DISTRESS WARRANT LISTING

Page 6

MILFORD, NE 68405-8442
7-9-4 IOLL SHED ONLY ON #SW 1/4 B HEYEN LAND 152.16 AC

**ADDITIONAL INTEREST OF \$ 0.0133 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800201760
TAX DISTRICT : 5

IMIG/ALICE B
811 TWIN OAKS RD LOT 33
SEWARD, NE 68434--000
SEWARD IOLL MOBILE HOME ON LOT 33 TWIN OAKS PLACE NE, LLC LAND

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-006243	119.00	0.00	2.00	121.00

#28

**ADDITIONAL INTEREST OF \$ 0.0456 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800184602
TAX DISTRICT : 25

JACOBSEN/SCOTT
1521 OLD MILL RD
GARLAND, NE 68360-9312

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-000589	19.80	0.00	2.00	21.80

#29

**ADDITIONAL INTEREST OF \$ 0.0076 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800206299
TAX DISTRICT : 115
JIM DAWS TRUCKING LLC C/O TONY GLENN
758 280TH UNIT 10
MILFORD, NE 68405-8718

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001743	458.88	0.00	2.00	460.88

#30

**ADDITIONAL INTEREST OF \$ 0.1760 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800204524
TAX DISTRICT : 5
JLP CONTRACTING LLC JAMES POLICKY
1635 PLAINVIEW AVE
SEWARD, NE 68434-1170

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001524	17.96	0.00	2.00	19.96

#31

**ADDITIONAL INTEREST OF \$ 0.0069 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800219872
TAX DISTRICT : 240
JOHNSON/DEENA M
726 406TH
BEAVER CROSSING, NE 68313-9400
36-10-1 IOLL HOUSE SW1/4 J SCHERNIKAU LAND

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-006337	653.40	0.00	2.00	655.40

#32

10/21/2025
09:06 AM

Seward
DISTRESS WARRANT LISTING

Page 7

**ADDITIONAL INTEREST OF \$ 0.2506 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800202171
TAX DISTRICT : 5

KEHM/RALPH
811 TWIN OAKS RD LOT 10A
SEWARD, NE 68434-7647
SEWARD IOLL MOBILE HOME ON LOT 10A TWIN OAKS PLACE NE, LLC LAND

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-006244	79.06	0.00	2.00	81.06

#33

**ADDITIONAL INTEREST OF \$ 0.0303 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800201899
TAX DISTRICT : 205

KOLTERMAN/NATHAN & LYNN
1579 RAYMOND RD
GARLAND, NE 68360-9347

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001218	8.88	0.00	2.00	10.88

#34

**ADDITIONAL INTEREST OF \$ 0.0034 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800190025
TAX DISTRICT : 145

KOUMA/DANIEL LEE
2737 DAVEY RD
BEE, NE 68314-9133

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-000697	149.46	0.00	2.00	151.46

#35

**ADDITIONAL INTEREST OF \$ 0.0573 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800164288
TAX DISTRICT : 145

LUEBBE/ALLEN J
1318 252ND
SEWARD, NE 68434-8050

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-000333	4,079.80	0.00	2.00	4,081.80

#36

**ADDITIONAL INTEREST OF \$ 1.5849 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800200764
TAX DISTRICT : 240

LUEBBE/ALLEN J
1318 252ND
SEWARD, NE 68434-8050

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001105	237.58	0.00	2.00	239.58

#37

**ADDITIONAL INTEREST OF \$ 0.0911 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
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10/21/2025
09:06 AM

Seward
DISTRESS WARRANT LISTING

Page 8

ID NUMBER : 0800204689
TAX DISTRICT : 5
MARROQUIN DRIVING SCHOOL LLC JON MARROQUIN
113 GOLDENROD LN
SEWARD, NE 68434-8126

#38

ADDITIONAL INTEREST OF \$ 0.0018 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE

WARRANT DATE : 10/23/2024
ID NUMBER : 0800207159
TAX DISTRICT : 10
MARTIN/MARILYN
2700 W MILFORD RD
MILFORD, NE 68405-8751

#39

ADDITIONAL INTEREST OF \$ 0.1038 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE

WARRANT DATE : 10/23/2024
ID NUMBER : 0800197348
TAX DISTRICT : 205
MAVERICK DISPATCH KIM & TERRY MORSETT
2195 144TH DR
RAYMOND, NE 68428-8208

#40

ADDITIONAL INTEREST OF \$ 0.0014 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE

WARRANT DATE : 10/23/2024
ID NUMBER : 0800200845
TAX DISTRICT : 105
MCEVOY/THOMAS
2550 N 240TH ST
WATERLOO, NE 68069-3204
24-9-3 IMPROVEMENT ONLY CABIN ON LOT 11 NE 1/4 NE 1/4 G CHAPMAN LAND

#41

ADDITIONAL INTEREST OF \$ 0.1155 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE

WARRANT DATE : 10/23/2024
ID NUMBER : 0800157672
TAX DISTRICT : 145
MEINBERG/TIM
1066 350TH
SEWARD, NE 68434-7599

#42

ADDITIONAL INTEREST OF \$ 0.0200 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE

WARRANT DATE : 10/23/2024
ID NUMBER : 0800198514
TAX DISTRICT : 145

#43

2024-001541 4.82 0.00 2.00 6.82

YR-RECEIPT TAX DUE INTEREST FEE TOTAL
2024-001872 270.70 0.00 2.00 272.70

YR-RECEIPT TAX DUE INTEREST FEE TOTAL
2024-000886 3.64 0.00 2.00 5.64

YR-RECEIPT TAX DUE INTEREST FEE TOTAL
2024-010092 301.16 0.00 2.00 303.16

YR-RECEIPT TAX DUE INTEREST FEE TOTAL
2024-000148 52.03 0.00 2.00 54.03

YR-RECEIPT TAX DUE INTEREST FEE TOTAL
2024-009990 150.30 0.00 2.00 152.30

10/21/2025
09:06 AM

Seward
DISTRESS WARRANT LISTING

Page 9

MEINBERG/TIM
1066 350TH RD
SEWARD, NE 68434-7599
10-10-2 IMPROVEMENT ONLY BUILDING ON NE 1/4 MEINBERG FARMS

**ADDITIONAL INTEREST OF \$ 0.0576 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800231995
TAX DISTRICT : 130

MEYER/TRAVIS TRAVIS MEYER
PO BOX 116
PLEASANT DALE, NE 68423-0116

3-9-4 IOLL HS ONLY ON TR IN NW1/4 NE1/4 16.32 AC MEYER/RICKIE & SUSAN LAND

**ADDITIONAL INTEREST OF \$ 0.3586 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800158199
TAX DISTRICT : 240

MORGAN/JEARY
1695 434TH
UTICA, NE 68456-8136

**ADDITIONAL INTEREST OF \$ 0.4540 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800181166
TAX DISTRICT : 145

NELSON ELECTRIC INC TJ NELSON
3387 AGNEW RD
STAPLEHURST, NE 68439-8846

**ADDITIONAL INTEREST OF \$ 0.0289 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800166981
TAX DISTRICT : 205

OBORNY/BEN
2236 182ND
BEE, NE 68314-9110

**ADDITIONAL INTEREST OF \$ 0.0057 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800207209
TAX DISTRICT : 100

ONE LIFE TREE SERVICE LLC
157 154TH

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-006347	934.90	0.00	2.00	936.90

44

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-000161	1,183.66	0.00	2.00	1,185.66

45

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-000541	75.32	0.00	2.00	77.32

46

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-000384	14.88	0.00	2.00	16.88

47

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001882	1,079.02	0.00	2.00	1,081.02

48

10/21/2025
09:06 AM

Seward
DISTRESS WARRANT LISTING

Page 10

DENTON, NE 68339-8810

**ADDITIONAL INTEREST OF \$ 0.4139 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800205214
TAX DISTRICT : 40

P-DALE PUB LLC
1320 SMOKY HILL RD
LINCOLN, NE 68520-1177

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001609	54.82	0.00	2.00	56.82

49

**ADDITIONAL INTEREST OF \$ 0.0210 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800198519
TAX DISTRICT : 105

PICKERILL/DANIEL
PO BOX 14 662 252ND
MILFORD, NE 68405-0014

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-000926	12.30	0.00	2.00	14.30

#50

**ADDITIONAL INTEREST OF \$ 0.0047 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800193466

TAX DISTRICT : 5

REDBOX AUTOMATED RETAIL LLC C/O ALTUS GROUP US INC
PO BOX 1339
COCKEYSVILLE, MD 21030-6339

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-000779	55.68	0.00	2.00	57.68
2023-000814	69.92	3.07		72.99

#51

**ADDITIONAL INTEREST OF \$ 0.0482 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800204884
TAX DISTRICT : 145

RICHTERS/TYLER
3392 BRANCHED OAK RD
STAPLEHURST, NE 68439-8835

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001565	243.29	0.00	2.00	245.29

#52

**ADDITIONAL INTEREST OF \$ 0.0933 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800231015
TAX DISTRICT : 240

RICHTERS/TYLER
3392 BRANCHED OAK RD
STAPLEHURST, NE 68439-8835

6-11-2 IOLL GRAIN BIN ON RICHTERS LAND SE 1/4 SW 1/4 & #NE 1/4 SW 1/4 & W 1/2 SW 1/4 157.49 AC

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-008315	118.44	0.00	2.00	120.44

#53

ADDITIONAL INTEREST OF \$ 0.0454 PER DAY

10/21/2025
09:06 AM

Seward
DISTRESS WARRANT LISTING

Page 11

ASSESSSED IF PAID AFTER WARRANT DATE		YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
WARRANT DATE :	10/23/2024	2024-001065	2,687.36	0.00	2.00	2,689.36
ID NUMBER :	0800200219					
TAX DISTRICT :	240					
RICHTERS/TYLER J 3392 BRANCHED OAK RD STAPLEHURST, NE 68439-8835						
ADDITIONAL INTEREST OF \$ 1.0308 PER DAY ASSESSSED IF PAID AFTER WARRANT DATE		YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
WARRANT DATE :	10/23/2024	2024-001137	6.86	0.00	2.00	8.86
ID NUMBER :	0800201109					
TAX DISTRICT :	5					
RUE 6 LLC C/O GREGG NELSON PO BOX 205 SEWARD, NE 68434-0205						
ADDITIONAL INTEREST OF \$ 0.0026 PER DAY ASSESSSED IF PAID AFTER WARRANT DATE		YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
WARRANT DATE :	10/23/2024	2024-000529	1,307.25	0.00	2.00	1,309.25
ID NUMBER :	0800179951					
TAX DISTRICT :	130					
SCHMIT/LEE R & CORINNE M FIALA 1786 O STREET RD PLEASANT DALE, NE 68423-9038						
ADDITIONAL INTEREST OF \$ 0.5014 PER DAY ASSESSSED IF PAID AFTER WARRANT DATE		YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
WARRANT DATE :	10/23/2024	2024-001717	23.64	0.00	2.00	25.64
ID NUMBER :	0800206034					
TAX DISTRICT :	5					
SHERMAN LAWNS JASON SHERMAN 848 SEWARD ST SEWARD, NE 68434-2050						
ADDITIONAL INTEREST OF \$ 0.0091 PER DAY ASSESSSED IF PAID AFTER WARRANT DATE		YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
WARRANT DATE :	10/23/2024	2024-001004	465.72	0.00	2.00	467.72
ID NUMBER :	0800199579					
TAX DISTRICT :	125					
STELLING/RYAN L 685 210TH MILFORD, NE 68405-8480						
ADDITIONAL INTEREST OF \$ 0.1786 PER DAY ASSESSSED IF PAID AFTER WARRANT DATE		YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
WARRANT DATE :	10/23/2024	2024-000763	164.60	0.00	2.00	166.60
ID NUMBER :	0800192966					

10/21/2025
09:06 AM

Seward
DISTRESS WARRANT LISTING

Page 12

TAX DISTRICT : 205
STRAUSS/JOSEPH D AND LISA & LISA K
1881 182ND
GARLAND, NE 68360-2431

**ADDITIONAL INTEREST OF \$ 0.0631 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800203114
TAX DISTRICT : 240
STUHR/CHAD M
1512 ROAD U
WACO, NE 68460-9103

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001355	9.08	0.00	2.00	11.08

#60

**ADDITIONAL INTEREST OF \$ 0.0035 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800203424
TAX DISTRICT : 5
SUNSET INN MOTEL SHIVSHAKTI INC
5525 SOUTH 208TH CIRCLE JATIN R PATEL
ELKHORN, NE 68022-3138

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001396	94.88	0.00	2.00	96.88

#61

**ADDITIONAL INTEREST OF \$ 0.0364 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800204894
TAX DISTRICT : 130
TEJRAL/RYAN
589 175TH
PLEASANT DALE, NE 68423-9079

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001567	302.82	0.00	2.00	304.82

#62

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**ADDITIONAL INTEREST OF \$ 0.1162 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800205514
TAX DISTRICT : 5
TRIBUTE ARCHERY LLC BEN KLENKE
2242 STAR ST
SEWARD, NE 68434-3024

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001644	9.46	0.00	2.00	11.46

#63

**ADDITIONAL INTEREST OF \$ 0.0036 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800169891
TAX DISTRICT : 105
TROYER/JOHN
3404 ROKEBY RD

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-000410	17.66	0.00	2.00	19.66

#64

10/21/2025
09:06 AM

Seward
DISTRESS WARRANT LISTING

Page 13

DORCHESTER, NE 68343-8503

**ADDITIONAL INTEREST OF \$ 0.0068 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800229760
TAX DISTRICT : 5

TWIN OAKS PLACE NE LLC ATTN: RANDY SKILLIN
639 E MCKINLEY AVE
FRESNO, CA 93728-1729

SEWARD IOLL MOBILE HOME ON LOT 7A TWIN OAKS PLACE NE, LLC LAND

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-006284	228.70	0.00	2.00	230.70

#65

**ADDITIONAL INTEREST OF \$ 0.0677 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800197102
TAX DISTRICT : 130

VAN ANDEL/AARON
1556 A STREET RD
PLEASANT DALE, NE 68423-9048

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-000879	1,117.22	0.00	2.00	1,119.22

#66

**ADDITIONAL INTEREST OF \$ 0.4285 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800202481
TAX DISTRICT : 35

VOLK/JIMMY L
302 S HIGHWAY 6 TRLR 6
MILFORD, NE 68405-9333
MILFORD 2-9-3 IOLL MOBILE HOME LOT 6 SHOGO SPRINGS TRAILER COURT

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-006292	84.22	0.00	2.00	86.22

#67

**ADDITIONAL INTEREST OF \$ 0.0323 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800252985
TAX DISTRICT : 55

VOLK/JIMMY L
302 S HIGHWAY 6 TRLR 6
MILFORD, NE 68405

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-006325	143.56	0.00	2.00	145.56

#68

**ADDITIONAL INTEREST OF \$ 0.0551 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800203439
TAX DISTRICT : 185

WATTIER STEEL STRUCTURES LLC
2527 FLETCHER RD
SEWARD, NE 68434-8101

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001398	52.16	0.00	2.00	54.16

#69

ADDITIONAL INTEREST OF \$ 0.0200 PER DAY

10/21/2025
09:06 AM

Seward
DISTRESS WARRANT LISTING

Page 14

ASSESSED IF PAID AFTER WARRANT DATE

WARRANT DATE : 10/23/2024
ID NUMBER : 0800203852
TAX DISTRICT : 5

WILLIAMS/DAKOTA
811 TWIN OAKS RD LOT 16
SEWARD, NE 68434-7645

SEWARD IOLL MOBILE HOME ON LOT 16 TWIN OAKS PLACE NE, LLC LAND

**ADDITIONAL INTEREST OF \$ 0.0653 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800204864
TAX DISTRICT : 105

WOITA/BRET
555 224TH
MILFORD, NE 68405-8442

**ADDITIONAL INTEREST OF \$ 0.0659 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800202534
TAX DISTRICT : 240

WOLF/CRAIG
3826 WAVERLY RD
SEWARD, NE 68434

**ADDITIONAL INTEREST OF \$ 0.2519 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800200214
TAX DISTRICT : 241

ZBI INC C/O JACOB AND JUSTIN ZIMMER
3820 YANKEE HILL RD
FRIEND, NE 68359-9013

**ADDITIONAL INTEREST OF \$ 1.4503 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

WARRANT DATE : 10/23/2024
ID NUMBER : 0800207214
TAX DISTRICT : 70

ZP BETTER TOGETHER LLC
13620 FM 602 BUILDING C SUITE
AUSTIN, TX 78717-0000

**ADDITIONAL INTEREST OF \$ 0.0030 PER DAY
ASSESSED IF PAID AFTER WARRANT DATE**

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-006254	170.34	0.00	2.00	172.34

#70

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001562	171.70	0.00	2.00	173.70

#71

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001286	656.86	0.00	2.00	658.86

#72

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001064	3,781.26	0.00	2.00	3,783.26

#73

YR-RECEIPT	TAX DUE	INTEREST	FEE	TOTAL
2024-001883	7.88	0.00	2.00	9.88

#74

Seward
DISTRESS WARRANT LISTING

YEAR	RECORDS	TAX DUE	INTEREST	FEES	TOTAL
2023	3	484.70	21.29	2.00	507.99
2024	73	38,861.55	0.00	146.00	39,007.55
GRAND TOTALS :	76	39,346.25	21.29	148.00	39,515.54

800204894 pd 10-21-25 - 304.82



SEWARD COUNTY
APPLICATION FOR CONDITIONAL USE PERMIT

Zoning Permit # CUP 05-2025

1. Name of Applicant Legends Truck Repair LLC
2. Address & Telephone Number 977 238th Rd Ste C3, Milford, NE 68405
3. Legal Description of where the Conditional Use will be located; Parcel ID 800218698
Precinct _____ Section 23 Township 10
Range 3 Quarter NE Zoning District C-2
4. Conditional Use & Reason for Request Truck Body Repair - There is a demand for quick truck repairs between Grand Island and Lincoln. This shop would fall into the intent to provide services along a major street / highway (I-80).
5. Lot Coverage 1800 Sq ft
6. Is this use authorized as a conditional use in the zone (refer to use Matrix)? ☒ Yes ☐ No
 - A site plan to scale must accompany this application, showing dimensions of lot, existing buildings and other information pertaining to this conditional use.
 - If needed an agreed upon haul route must be agreed upon between the applicant and the Seward County Roads Superintendent. The roads department can be contacted at 402-643-643-3170.

THE ABOVE STATEMENTS AND ACCOMPANYING MATERIAL ARE COMPLETE AND ACCURATE.


Applicant

09-18-2025
Date

PLEASE NOTE: I UNDERSTAND THE COUNTY ASSESSOR'S OFFICE WILL BE OUT FOR BUILDING A BE OUT FOR BUILDING ASSESSMENT AND PHOTOS. JB _____ Applicant initials

A FEE OF \$800.00 MUST ACCOMPANY THIS APPLICATIONS

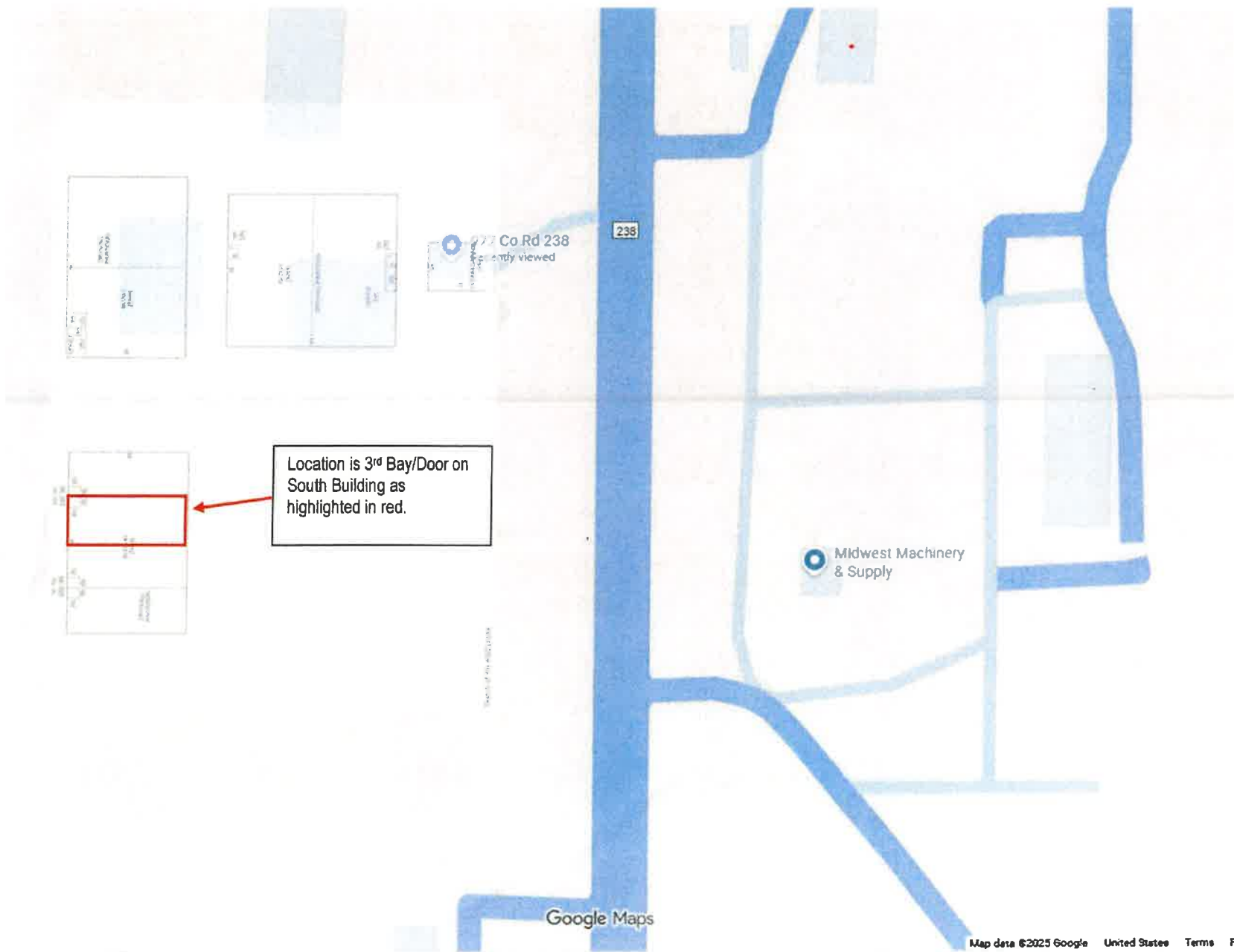
Action of the Planning Commission

Date legal notice was published 10-15-25 Date of Hearing 10-20-25 7pm
Board's Recommendation: Approved _____ Denied _____
Request Approved Conditionally _____
Reasons Governing Recommendation _____

Action of the Board of Commissioners

Date legal notice was published 10-22-25 Date of Hearing 10-28-25
Board's Decision: Approved _____ Denied _____
Request Approved Conditionally _____
Reasons Governing Decision _____

Resolution Number _____



Location is 3rd Bay/Door on South Building as highlighted in red.

SEWARD COUNTY LAND USE MATRIX

TYPE OF USE	ZONING DISTRICTS											AG-R	GWC
	A-1	TA-1	R-1	R-2	RM	C-1	C-2	I-1					
Asphalt felts & coating - manufacturing													
Asphalt mixing plants	C	C					C	C	C				
Athletic, amusement & sporting goods & toys - manufacturing									C				
Athletic field or playfield	P	P	P	P	C	P	C	P	C				
Auditing, accounting & bookkeeping services	H	H	H	H	H	H	P	P	P				
Auditoriums, public	P	P	P	P	C	P	C	P	P				
Automatic temperature controls - manufacturing									C				
Automobile & other motor vehicle & equipment - manufacturing													
Automobile & other motor vehicle repair services	H	H					C	C	P				
Automobile & other motor vehicles - retail								P	P				
Automobile & other motor vehicles - wholesale								C	P				
Automobile & truck rental services								P	P				
Automobile equipment - wholesale								C	P				
Automobile parts & supplies - retail							C	P	P				
Automobile wash services	C	C					C	C	P				
B													
Bags except textile bags - manufacturing													
Bait shops	C	C						P	P		C		
Bakeries non-manufacturing - retail								P	P				
Banking services								P					
Barber services	H	H	H	H	H			P	P				
Batch Plants - temporary	C	C					C	C	C				
Beauty services	H	H	H	H	H			P	P				
Bed and breakfast residence	C	C	C	C							C		
Beer, wine & alcoholic beverages - wholesale								C	P				
Bicycles - retail								P					
Biological products - manufacturing													
Blacksmith & welding services	C/H	C/H					C		C		C		
Blankbooks, loose leaf binders & devices-manuf. of													
Blast furnaces, steel works & rolling of ferrous metals													
Blueprinting & photocopying services								P	P				
Boarding & rooming houses											C		
Boat building & repair services							C		C				
Boat sales, service and rentals							C	P	P				
Boat building & repair, fiberglass								P	P				
Bookbinding & misc. related work - manufacturing							C		C				
Bookkeeping, auditing & accounting services	H	H	H	H			C/H	P					
Books, magazines & newspapers distributing - wholesale							C	C	P				
Books - publishing & printing	C/H	C/H					C	P	P				
Books - retail								P					
Boot & shoe cut stock & findings - manufacturing							C		C				
Botanical gardens & arboretums	P	P	P	P	P		P	C	P		C		
Bottled gas - retail							C	P	P				
Bottling & canning soft drinks & carbonated waters									C				
Bowling alleys							C	C	P				
Boxes and paperboard containers - manufacturing							C		C				
Brandy, brandy spirits & wine - manufacturing									C				
Brick & structural clay tile manufacturing									C				
Brooms & brushes - manufacturing									C				
Building construction - general contracting services							C	C	P				
Building materials - retail							C	P	P				
Building materials & lumber - wholesale							C	C	P				
Building paper & building board - manufacturing							C						
Bulk petroleum stations & terminals - wholesale							C	C	C				
Bus garaging & equipment maintenance							C	C	P				
Business & management consulting services	H	H	H	H	H	H	H	P					

P = Permitted Use C = Conditional Use H= Home Occupation/Home Based Business P* = Permitted as an Accessory to the Farm Operation
 C* Conditional Use as part of a Farm Operation

Section 4.09 C-2 Highway Commercial District

4.09.01 Intent

The intent of this district is to provide for those trade services, cultural and recreational uses that are appropriate to be developed in conjunction with a highway or major street, thereby offering a desired convenience in location and accessibility to the motoring public.

4.09.02 Permitted Uses

The following uses are permitted in the C-2 Highway Commercial District.

1. Professional, medical and personal service uses – not including any use defined as an Adult Establishment.
2. Business services including: attorneys, banks, insurance, real estate, offices, postal stations, printing, credit services, security brokers, dealers and exchange, title abstracting, savings and loans, finance services and investment services.
3. Retail sales for use by or consumption by individuals including but not limited to: automobiles (including accessories and parts), appliances, bicycles and accessories, boats, books and stationery, baked goods, cameras, candy, carpets, clothing, curios, dairy products, pharmaceutical drugs, fish and seafood, farm equipment and supplies, furniture, flowers and plant materials, furs, groceries, hardware, instruments, hats, jewelry, liquor, meats, motor vehicles, newspapers and magazines, paint, pastries, poultry and poultry products, seed, shoes, sporting goods, tobacco and tobacco products, and trailers – not including any use defined as an Adult Establishment.
4. Hotels and motels – not including any use defined as an Adult Establishment.
5. Eating and drinking places – not including any use defined as an Adult Establishment.
6. Raising of field crops and horticulture.
7. Outdoor advertising business.
8. Lumber yards, hardware stores and building material sales yards.
9. All other uses indicated as Permitted within the Zoning Matrix.

4.09.03 Conditional Uses

The following uses are subject to any conditions listed in this Resolution and are subject to conditions relating to the placement of said use on a specific tract of ground in the C-2 Highway Commercial District

1. Utility substations.
2. Gasoline service stations with service and/or repair.
3. Truck terminals, tractor, trailer or truck storage, including maintenance facilities and parking areas.
4. Truck stops and plazas
5. Convenience Store with fuel sales.
6. Self-storage units
7. Race tracks, drag strips and similar uses and associated accessory uses.
8. Cultural, entertainment, drive-in movies, arenas and field houses, race tracks, fairgrounds, amusement parks, golf driving ranges, go-cart tracks, golf courses and country clubs, riding stables, athletic fields and parks.
9. Commercial/Utility Grade Wind Energy Systems
10. Radio, television and communication towers and transmitters, provided:
 - a. The use shall comply with Section 8.01 of this Resolution
 - b. The structure is within 1,500 feet of a major intersection.
 - c. Any proposed tower construction within 300 feet of a federal or state highway centerline shall be reviewed by the Property Management Division of the Nebraska Department of Roads.
 - d. Notwithstanding the provision of any other ordinance governing separation between towers, if a permit is granted for a new tower within a district, the separation distance between such tower and any preexisting towers shall be the distance, determined by the County Board at the time such Tower Development Permit is granted. The minimum distance shall be based upon current engineering data submitted by the applicant for the tower. Engineering data, at a minimum, shall include the determined manufacturer's designed fall distance rate.
 - e. All other setbacks between the tower, residentially zoned districts and occupied structures as set forth in Section 8.01 of this Resolution shall be set back the greater of (i) a distance equal to the tower manufacturer's designed fall distance rate, or (ii) the distances set forth in sections 8.01.
11. All other uses indicated as Conditional within the Zoning Matrix.

4.09.04 Permitted Accessory Uses

The following accessory buildings and uses are permitted in the C-2 District.

ARTICLE 4: DISTRICTS AND INTERPRETATION OF DISTRICT BOUNDARIES

1. Accessory uses and structures normally appurtenant to the permitted uses and structures and to uses and structures permitted as conditional uses.
2. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
3. Signs as provided for in Article 7.
4. Parking as provided for in Article 6.
5. Small Wind Energy Systems as provided for in Section 8.03.

4.09.06 Area and Intensity Regulations

In the HC Highway Commercial District, the height of buildings, the minimum dimensions of lots and yards, and the minimum lot area per family permitted on any lot or tract, shall be as follows:

Uses	Min. Lot Area (acres)	Min. Lot Width (feet)	Setbacks			Max. Lot Coverage (%)	Max. Building Height (feet)
			Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)		
Permitted Uses	5 ¹	100	50	20	10	40	50
Conditional Uses	5 ¹	100	50	20	10	40	50
Accessory Uses	-	-	50	10	10	10	

¹ The minimum lot area may be reduced to 20,000 square feet if the use is connected to a municipal or community water system and a sanitary sewer system.

4.09.07 Other Applicable Provisions

1. No new building shall be hereafter erected or any existing building structurally altered with any portion of said building nearer than 120 feet from the R.O.W. line of a U. S. or State designated highway, and not nearer than 90 feet from the centerline of a County road.
2. Supplementary district regulations shall be complied with as defined herein.

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the
State of Nebraska, do hereby certify that

LEGENDS TRUCK REPAIR LLC

was duly formed under the laws of Nebraska on August 27, 2025;

all fees, taxes, and penalties due under the Nebraska Uniform Limited
Liability Company Act or other law to the Secretary of State have been paid;

the Company's most recent biennial report required by section 21-125 has
been filed by the Secretary of State;

the Secretary of State has not administratively dissolved the company;

the Company has not delivered to the Secretary of State for filing a Statement
of Dissolution;

a Statement of Termination has not been filed by the Secretary of State.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

August 28, 2025



A handwritten signature in black ink, reading "Robert B. Evnen".

Secretary of State

The Alpha Group, LLC
977 238th Rd
Milford NE 68405
402-890-6360 thealphagroup124@yahoo.com

Rental ApplicationDate: 8/18/25Applicant's Information: Name: Jason Blacketer DOB: 2/23/79Drivers License Number: H12262586 SSN: 5010-19-9822Phone Number: 402 314 1193 Current Address: 2215 WOODSEY LN Crete NE 68333Email: black97g@gmail.comBusiness Name: ^(TBD) Legends Truck Repair LLC EIN: 39-3879479Nature of Business: TRUCK REPAIRNumber of years in Business: 05 Are you currently renting a space to practice business:
Yes/☒ No How much is your current rent amount? _____

Landlord name and phone #: _____

Have you broken a lease or been evicted? Yes/☒ No

Business References: Name, Phone number, Relationship:

1) _____

2) _____

Annual income: \$100,000 Please provide two years tax returns to verifyVehicles/trailers to be on premises: please list make, model, plate numbers: ²⁰¹³ HONDA ODYSSEY 22-B360utility trailer: 22-X19106 (2) Tesla Model 3: 22-C984 & AUV 648Rent payments are preferred and recommended to be auto drafted on the 1st of every month. Is this agreeable to you? ☒ yes/no If no: what would you prefer? PD 6 MO # 2012 8/17/25Emergency Contact: Name, number, relationship: CASEY Blacketer, 402-418-4935, SpouseApplicant Signature: 

● Commercial Lease Agreement

This Commercial Lease Agreement is made and entered into effect as of the 17th day of August, 2025 between The Alpha Group, LLC (the Landlord) and Jason Blacketer (the Tenant).

Whereas, the Landlord owns a parcel of real estate in Seward County, Nebraska, improved with a building, drive ways and other exterior grounds located at 977 238th Rd, Milford NE 68405 (the Property).

Whereas, the Tenant desires to lease bay 3 of building C and parking on the northwest side of building C and south side of building A in "visitor parking" for daily use. These areas are highlighted in yellow, as further depicted on Exhibit A attached. Also, one spot for trucks on the east fence line by the highway, marked C3 for an additional \$45 per month.

Now, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the Parties agree as follows:

1.. Description of the Premises.

A. Premises. Landlord hereby leases the Premises to Tenant. Tenant shall have exclusive use of the Premises for the purposes set forth herein. In addition, the Tenant shall have the nonexclusive use of the common Area, which shall be shared with the Landlord and/or other tenants of the Landlord; provided that the Tenant shall have sufficient access and use of the Common Area to the extent reasonably necessary to support the operation of the Tenant's business in the premises.

B. Leasehold Improvements and Alterations. Tenant may not make any additional improvements or alterations to the Premises without first submitting plans and specifications detailing such proposed improvements to the Landlord and securing the Landlord's prior written consent. The Tenant shall pay all costs of such improvements and alterations, shall provide evidence of such payment to the Landlord upon request and shall indemnify and hold the Landlord harmless of any costs, liens or damages arising from the Tenant undertaking or otherwise commissioning such improvements. All work shall be performed by a contractor approved by the Landlord and shall be subject to and must comply with the terms and requirement of section 6C.

C. Condition. No Warranties. Tenant accepts the Premises in its "as is" condition. Tenant's taking possession of the Premises shall be conclusive evidence of Tenant's acceptance thereof in good order and like condition. Tenant agrees that no representations, statements or warranties, expressed or implied, have been made by or on behalf of the Landlord respecting the condition of the Premises or the use that may be made of the Premises. Tenant further agrees that no promises to alter, decorate,

repair or improve the Premises, either before or after the execution hereof, have been made by the Landlord.

- Term. The initial term of this agreement shall be 12 months, commencing on August 17th, 2025 (Commencement Date) and ending on July 31, 2026 (the Initial Term). Unless earlier terminated as provided herein, upon expiration of the Initial Term or any extension term thereafter, this Agreement shall automatically be extended for additional periods of one (1) month each until either Party hereto provides sixty (60) days advance written notice of its intent to terminate this Agreement or the Parties negotiate a subsequent term. The period from the Commencement Date to the effective date of termination is referred to herein is the "Term." If tenant wishes to leave within the initial term, rent will continue to be paid until the unit is re-rented to approved tenant by landlord.

- Rent and Late Charges.

- Rent. On or before the Commencement Date and continuing on or before the 1st day of each month, the Tenant shall pay to the Landlord as rent, as transferred from the Tenant's bank to the Landlord's bank account, the sum of \$1140.00 per month. August 2025 rent amount due is \$275.80 and building will be shared with landlord until August 29, 2025 to repair camper roof.

- Late Charge. In the event any rent payment is not paid on the first (1st) day of the month, a late charge of \$25 will be due the second (2nd) day of the month, plus \$5.00 per day beginning the third (3rd) and any subsequent day until the rent is paid in full.

- Security Deposit. Simultaneous with the execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$1095.00 as security.

- Use of Premises and the Property. The Tenant will use and occupy the Premises solely for the purposes of office and administration related to the primary operation of the Tenant's business. The Tenant shall not use the Premises for any other use or purpose without the prior written consent of the Landlord, which shall not be unreasonably withheld.

- Responsibilities.

A. Real Estate Taxes. The Landlord shall pay all real estate taxes and general and special assessments on the Property which are levied or assessed for the period during the Term.

B. Utilities. The Tenant will pay all utility charges attributed to the Property including electricity, propane and trash. Electricity will be paid to Norris Public Power, meter number 319 922 669. Propane is filled to 70% (100%) by landlord and will be filled to the same level by tenant before ending the Term.

C. Liability Insurance. During the Term, the Tenant will carry and maintain, at the Tenant's cost and expense, commercial general liability insurance with liability limits of not less than \$1,000,000 per occurrence and \$2,000,000 in general aggregate, for any and all liability of the Tenant with respect to the Premises. The Landlord shall be named as an additional Insured with Subrogation Waiver on such policies, and Tenant shall deliver evidence of such coverage, in substantially the same form as shown on Exhibit B. The Landlord will not be liable for any damage, loss or injury to the person, property, improvements or effects of the Tenant or any of its members, managers, employees, agents, business invitees or other customers, who may claim to be injured or damaged while on , in or about the Premises.

D. Hazard Insurance. The Landlord will carry, at the Landlord's expense, building property coverage insurance in standard policies in an amount equal to the insurable value of the Property, but not including Tenant's personal property and improvements located at the Premises. Tenant will, at the Tenant's expense, maintain personal property and improvements insurance located at the Premises. Tenant shall use every reasonable precaution against fire and other damage.

E. Personal Property. The Tenant will be solely responsible for risk of loss with respect to all personal property on or about the Premises and Common Area.

F. Maintenance. The Landlord will be responsible for maintaining and repairing the Premises and the Property including the Common Area, interior/exterior walls, ceilings, roofs, doors and glass, and all fixtures and equipment serving the Property including heating, plumbing, fixtures, etc. The Tenant will immediately notify the Landlord of the need for any repairs or defects related to the Premises. The Tenant will be responsible for minor maintenance and repairs and light bulb replacement of the Premises and shall at all times keep the Premises in clean and orderly condition, free and clear of all debris and obstructions.

G. Security. The Tenant will securely lock all doors and accesses and secure all utilities on the Premises before leaving the Premises unattended. The Tenant will promptly reimburse the Landlord for any damage resulting from the failure of the Tenant to secure the Premises provided.

H. Maintenance of Grounds and Snow Removal. The Landlord will maintain the exterior grounds of the Property to include snow removal and keeping the area neat and well kept in appearance.

I. Signs. The Landlord will provide a sign at the entrance area on the general sign area announcing the business of the Tenant at no cost with 24 month lease. \$200 charge with an initial 12 month lease.

•Restrictions on the Tenant.

•Unlawful Use. The Tenant will not make or permit any use of the Premises or Property in violation of any law, ordinance or governmental or municipal regulation. No act or thing will be done which will invalidate or be in conflict with other insurance policies covering the Property or its operation.

•Hazardous Materials and Usage. The Tenant will not use, store, handle, dispose of generate, or transport any flammable explosives, radioactive materials,

hazardous wastes, toxic substances or related materials except in accordance with any applicable law, ordinances or regulations.

•Alterations and Improvements. In the event that the Tenant makes any improvements or alterations to the Premises as permitted under Section 1B, all work done by the Tenant will be performed in full compliance with all laws, rules, orders, ordinances, directions, regulations and requirements of law and the Landlord's insurance company. All alterations and improvements will become part of the realty and will belong to the Landlord at the expiration of the Term.

•Waste and Nuisance. The Tenant will not commit or permit any waste of the Premises or public or private nuisance on the Premises or Property including unreasonable noise or breach of peace that disturbs neighbors or the general public.

•Vacating Premises. The Tenant will not vacate or abandon the Premises at any time during the Term.

•Rights Reserved to the Landlord. Upon providing 24 hour notice to the Tenant, the Landlord will have the right to enter the Premises for purposes of accessing the utility room for the Property and enter and inspect the Premises and to make any necessary repairs, alterations, additions and improvement. In the event of an emergency requiring immediate action for the preservation of the Property or Tenant's carrying on of an illegal activity within the Premises, the Landlord may enter the Premises without notice. The Landlord will have the right to carry keys to the Premises.

•Casualty Loss. If the Property is destroyed or damaged by fire or other casualty so as to render the Premises unsuitable for occupancy in the reasonable discretion of the Landlord, and the Landlord shall elect not to reconstruct or repair the Property or Premises in its sole discretion, the Tenant may terminate this Agreement by giving written notice to the Landlord of such termination within 60 days after such destruction or damage, which termination shall be effective as of the date of such damage. If the Landlord shall elect to reconstruct or repair the Property, the Landlord shall perform such reconstruction or repair with reasonable promptness and in the event that the Landlord fails to complete such reconstruction or repair within 120 days after such damage, the

Tenant may terminate this Agreement by giving written notice to the Landlord of such termination within 10 days after the date of the expiration of the 120 day period. In the event of the termination of this agreement at any time subsequent to the date of such damage, the rent shall be prorated on a daily basis and be paid or rebated to the date of such termination.

•Condemnation. If all or a substantial portion of the Property is taken or condemned for any public use, so as to render the Premises unsuitable for occupancy, this Agreement will terminate on the date when possession is required for such use and the rent will be prorated.

•Assignment. The Tenant will not assign this Agreement or allow any transfer of a lien upon the Tenant's interest in this Agreement by operation of law or sublet any portion of the Premises or permit the use of any portion of the

Premises by anyone other than the Tenant and the employees, agents and business invitees of the Tenant without prior written consent of the Landlord.

•Default. Each of the following acts and omissions will constitute a default and a breach of this Agreement: a: The failure of the Tenant to pay rent. b: The failure of the Tenant to comply with any other provision of this Agreement for a period of 30 days after receipt of written notice of such failure. c: Voluntary or involuntary bankruptcy, assignment for benefit of creditors, reorganization or rearrangements under the Bankruptcy Act, receivership, dissolution or the commencement of any action or proceeding for dissolution or liquidation of the Tenant or any other similar action or proceeding whether instituted by or against the Tenant. d: Vacation or abandonment of the Premises by the Tenant for a minimum continuous period of 30 or more days.

12. Remedies. Upon a default by the Tenant, the Landlord shall be entitled to all remedies at law or in equity arising from such default. The Landlord may re-enter and recover possession of the Premises as if the Premises were forcibly detained, and the Tenant waives any demand for possession of the Premises and any exemptions granted to Tenant by law. If the Landlord elects to re-enter and recover possession of the Premises, the Landlord may, at the election of the Landlord, wither terminate this Agreement or relet the Premises on such terms and conditions as Landlord may determine. Upon reletting the Premises, rent received by the Landlord shall be applied in the following order: a: To the costs of such reletting, including brokerage fees, and attorney's fees incurred by the Landlord for such re-entry and recovery of possessions of the Premises; b: To any sums due, other than rent, from the Tenant to the Landlord; c: To rent and additional rent due and unpaid; d: To future rent to become due hereunder.

If the rent received by the Landlord is insufficient to satisfy the current obligations of the Tenant to the Landlord, the deficiency will be computed and billed by the Landlord to the Tenant monthly and will be paid by the Tenant on or before the 10th day of the month following receipt of the billing. Notwithstanding any election by the Landlord, the Landlord may, at the time subsequent to the default of the Tenant, terminate this Agreement by giving written notice of such termination to the Tenant. If the Tenant fails to pay, when due, any rents, taxes, assessments, utility charges or other charges on the Premises which might be the responsibility of the Tenant, then the Landlord at its sole option will have the right to pay the same. If paid by the Landlord, said amount shall be considered as additional rent due from the Tenant to the Landlord and the sum shall be immediately due and payable.

13. Termination. Upon the termination of this Agreement, the Tenant will:

A. Return all keys, garage door remotes and deliver possession of the premises to the Landlord in broom clean and as good condition as the commencement of the term.

B. Leave undisturbed on the Premises all improvements and non-trade fixtures, which shall be deemed to be the property of the Landlord.

C. Remove from the Premises all trade fixtures and other personal property of Tenant, and the Tenant shall, at the Tenant's expense, repair any significant damage to the Premises arising from the removal of such trade fixtures or personal property.

D. During the last three (3) months of the Term, the Landlord will have the right to place "for rent" signs and show the Premises.

14. Miscellaneous:

A. Notices. All notices required to be given shall be in writing; handed or mail delivered with certified mail delivery to either the Tenant or Landlord.

Tenants mailing address is: _____

Landlord's address is 710 8th St, Milford NE 68405

B. No Waiver. No waiver by the Landlord of a default by the Tenant shall be implied and no express waiver shall extend to any default other than that specified therein and then only for the period and to the extent specifically stated. The failure of the Landlord to insist upon strict performance by the Tenant of any of the covenants, conditions and agreements of this Agreement shall not be deemed a waiver of any of the Landlord's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by the Tenant of any covenant, condition or term of this Agreement. No surrender of the Premises shall be affected by the Landlord's acceptance of rental or by any other means whatsoever unless the same is evidenced by the Landlord's written acceptance of such as a surrender.

C. Entire Agreement. This agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. This Agreement will be binding upon and will insure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.

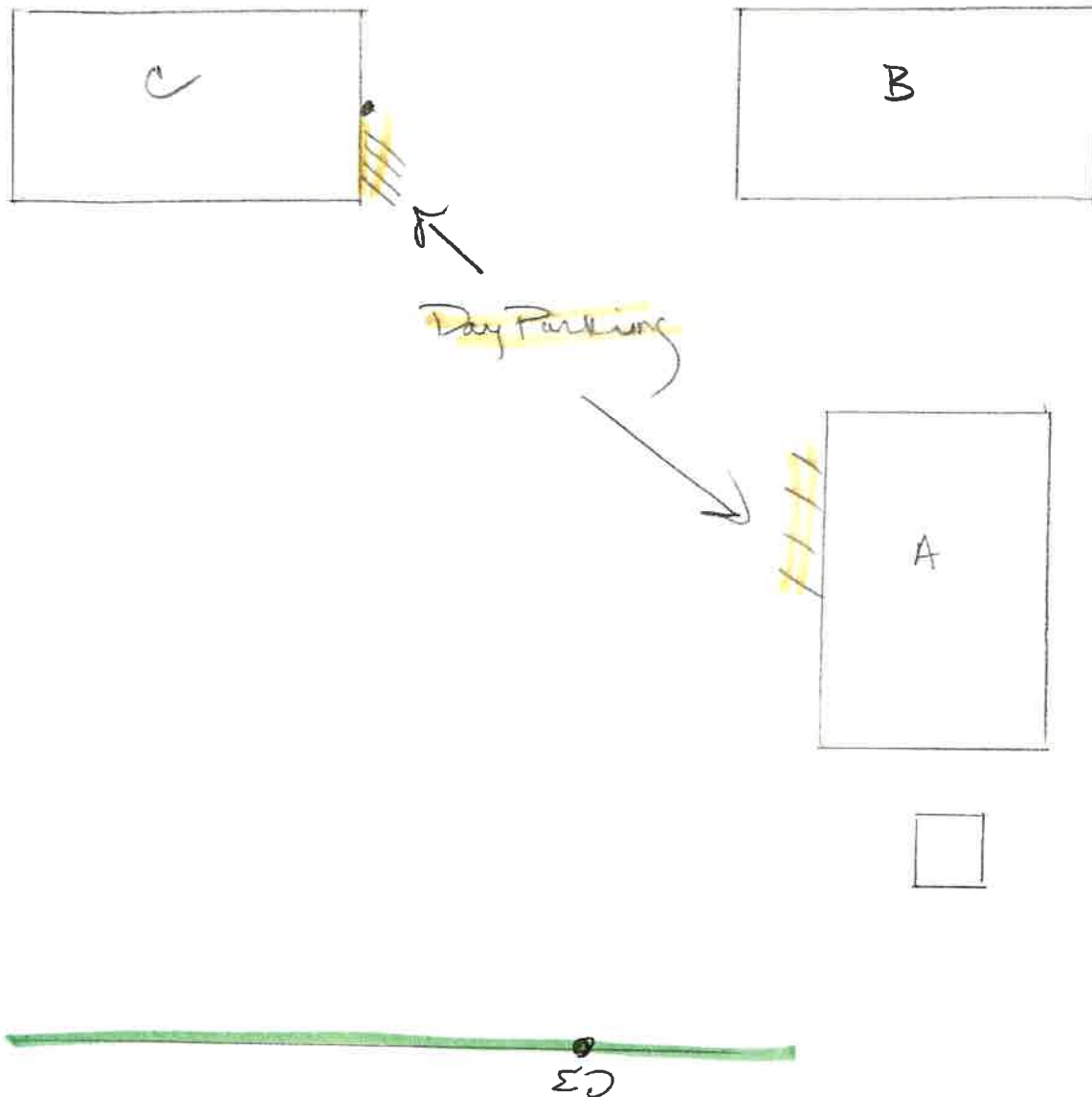
D. Governing Law: Severability. This agreement will be governed by the construed in accordance with the laws of the state of Nebraska. If any clause or provision hereof should be determined to be illegal, invalid or unenforceable, then and in that event, it is the express intention of the parties that the remainder of this Agreement shall not be affected thereby; and it is also the express intention of the parties that in lieu of each clause or provision of this Agreement which may be determined to be illegal, invalid or unenforceable, there may be added as part of this Agreement a clause or provision as similar in terms that is legal, valid and enforceable.

E. Relationship. It is expressly understood that Landlord shall not be construed or held to be a partner or associate of the Tenant in the conduct of its business; it being expressly understood that the relationship between the parties is and shall remain at all times that of landlord and tenant.

Landlord: LePattn, Authorized Signer
Date: 8/17/25

Tenant: [Signature], Authorized Signer
Date: 8-17-25

Exhibit A





AUTHORIZATION AGREEMENT FOR ACH

COMPANY NAME _____

COMPANY ID NUMBER _____

I hereby authorize and request the above company to: ☐ Deposit / ☐ Withdraw

funds through my: ☐ Checking Account / ☐ Savings Account

I hereby authorize and request my depository bank to honor these instructions with regard to my account. I agree that my depository bank is not responsible for the correctness of any direct deposits and the above company shall not hold it liable for the transactions done accordingly.

DEPOSITORY NAME _____

BRANCH _____

CITY _____ STATE _____ ZIP _____

ROUTING TRANSIT / ABA NUMBER _____

ACCOUNT NUMBER _____

Account Name _____

Identification number _____

Date _____ Signature _____

I understand that I may terminate this Agreement by giving written notice to the above Company. I may give such termination notice at any time, but must allow the Company a reasonable time after receipt to act upon it. This agreement is in accordance with the rules and operating procedures of Electronic Payments Core of Knowledge (EPCOR), as now in effect or hereafter modified.

~~THIS PAGE IS INTENTIONALLY LEFT BLANK TO AVOID DOUBLE CHARGES~~

CREDIT (deposit) Account# _____ Name _____ RT _____
DEBIT (charge) Account# _____ Name _____ RT _____

ACH Amount: _____ ~~+\$1.00 Transaction Fee~~

Frequency: _____ Daily / Weekly / Monthly / Quarterly / Annually

Beginning: _____

Purpose: _____



Jason Blacketer

Legends Truck Repair LLC

977 238th Rd, Ste C3, Milford, NE 68405

402-314-1193 | legendstruckrepair@gmail.com

Date: October 20, 2025

To: Seward County Board of Zoning / Planning Commission

Re: Request for Conditional Use Permit – Truck Body Repair & Mobile Paint Booth

Location: 977 238th Rd, Ste C3, Milford, NE 68405

Dear Board Members,

I respectfully request approval for a conditional use permit to operate Legends Truck Repair LLC, a small, locally owned truck body repair business at the above location, and to operate a controlled mobile paint booth on-site for finishing repaired truck bodies.

About the Owner and Business

Owner: Jason Blacketer, 25+ years experience in truck body repair and refinishing; certified in PPG

Refinish Gold Certification, Graduate of SCC with an Associates Degree in Collision Repair

Business established: 2025, Previously owned and operated 18 Steel Repair in Dorchester, NE from 2012-2018.

Focus: Timely, high-quality repair and minimal paint services for local commercial fleets and independent truck owners.

Summary of Operations

- Services: Collision repair, panel replacement, body repair and replacement (fenders, hoods, fairings, cab extenders, mirror replacement, light replacement), windshield replacement, minimal mechanical work (radiators, a/c units, shocks)
- Mobile paint booth: a contained, portable booth used for final paint applications only, sized for parts or panels only (not full truck bodies); equipped with filtration, exhaust, and compliant ventilation systems. Booth will be set up inside the shop and removed/stored when not in use.

Safety, Environmental Controls, and Neighborhood Impacts

- Ventilation & filtration: Booth uses high-efficiency intake and exhaust filters and directed exhaust to minimize airborne emissions.
- Paints & materials: Use of commercial automotive coatings compliant with state VOC regulations; all paints and solvents stored in labeled, fire-rated cabinet.
- Waste management: Proper containment and disposal of hazardous waste through licensed haulers; no on-site dumping.
- Customer and service vehicle parking kept on-site. No heavy customer traffic expected.
- Fire & Safety: On-site fire extinguishers, spill kits, and PPE

Community Benefits

- Support for local businesses and fleets – reduces downtime for community service vehicles and small businesses.
- Visually maintained property: Commitment to keep the site clean
- Excellent exposure to trucks using I-80 on routes and needing quick repairs.

Regulatory Compliance

- I will obtain and maintain all required permits, including business license, environmental permits, hazardous-materials storage and any fire-safety approvals. I will comply with county zoning conditions, and any reasonable mitigation measures the Board requires.

Requested Action

- Grant a conditional use permit allowing operation of Legends Truck Repair LLC at 977 238th Rd, Ste C3, Milford, NE 68405 including the use of a mobile paint booth with the conditions the Board deems appropriate.

Contact

Thank you for your consideration. I am available to answer any questions and to work with county staff on any required conditions or inspections.

Sincerely,

Jason Blacketer, Owner

Legends Truck Repair LLC

402-314-1193 | legendstruckrepair@gmail.com

Attachments: site plan / mobile paint booth information



Location is 3rd Bay/Door on South Building as highlighted in red.



77 Co Rd 238
Recently viewed

Search of Pin 404,150,918

Google Maps

Midwest Machinery
& Supply

Letter from the owner, Dan Carrig of Omaha, Nebraska

The **Mobile Work Station**® is an air filtration system and enclosure system capable of confining and capturing airborne contaminants. The unit is constructed of 14 gauge powder coated steel and has a dedicated air plenum, a multi-stage mechanical filtration system utilizing a fan/motor assembly UL Listed for use in hazardous environments, controls featuring a hazardous location switch enclosure which is UL Listed for use in hazardous environments with ratings for NEMA 7 and 9 enclosures, a dedicated fully enclosed curtain partition made of limited combustible material, a dedicated automatic fire extinguishing system covering the filters, ducting, and plenums, and a magnehelic gauge for constant filter monitoring. Attached please find an Information Sheet reflecting listing information for the components of our Model No. 5410, along with files reflecting the fire suppression system we have installed.

These unique units utilize a very aggressive filtration system. Our standard filter set includes two banks of filters for the removal of airborne particulates such as overspray. The **Mobile Work Station**® is also supplied with 2 sets of carbon filters, of which one set has 3 ea. heavy duty activated granular carbon filters which contain approximately 9 lbs. of carbon per filter to remove VOC's. Our ¾ hp series models provide over 3 ½ air changes per minute, and I have attached a copy of an Air Velocity Test we had conducted on them. Our standard 1 ½ hp models, such as the Model No. 5410, provide over 5 air changes per minute.

The units have also been tested and certified compliant with the Environmental Protection Agency's National Emission Standards for Hazardous Air Pollutants Rule: Paint Stripping and Miscellaneous Surface Coating Operations at Area Sources 40 CFR 63 Subpart HHHHHH, commonly referred to as the 6H rule. Utilized as a limited finishing workstation, it is capable of confining the vapors, mists, residues, dusts, or deposits that are generated by a spray application process. I have attached a Test Data Report for our 3-Ply Link Panel Filters, which reflects they tested as 99.78% efficient on paint overspray for this filter bank alone. I have also attached a blank copy of the Certificate of EPA 6H Compliance we provide for this model.

The optional Air Monitor, Shut-off, and Alarm System is designed to monitor the units air, provide an alert, and shut-off air supply to the spraying operation if an alarm condition were reached. The sensor and monitor are factory match sets pre-calibrated for a 25% LEL alarm point. The system includes a normally closed solenoid valve which is opened when the system is powered up, and closes if an alarm condition is noted. With the air supply to the spray gun is routed through the solenoid valve, it will shut-off air to the spray operation

if an alarm condition were to be detected, in addition to providing an audible and visual alarm. I have attached a Fact Sheet for this option.

For over 30 years the **Mobile Work Station**® has provided quality and dependability to our customers, and I believe it is possibly the most environmentally friendly piece of equipment available for many limited prep and spray operations. In addition to automobile refinishing and collision repair facilities, many companies (such as American Airlines, Boeing, Bombardier, Caterpillar, Cessna, Eaton, Emerson, Ford, General Dynamics, General Electric, General Motors, Gulfstream, Halliburton, Honda, L-3, Lockheed Martin, Mercedes Benz USA, Northrop Grumman, Rolls-Royce, Siemens, Tesla, 3M, UPS, Volkswagen, Volvo, etc...) use this unit; and the U.S. Government. They have tested and purchased units for many different uses, including the Federal Aviation Administration, Border Patrol, Bureau of Reclamation, Los Alamos National Laboratory, Homeland Security, NASA, White House Military Office and multiple military bases.

Dan Carrig

Shop-Pro Equipment, Inc.



Mobile Work Station®

Model No. 5410

Made in USA

The **Mobile Work Station®** is an air filtration system and enclosure system capable of confining and capturing airborne contaminants. The unit's housing is constructed of 14 gauge powder coated steel and has a dedicated air plenum, a multi-stage mechanical filtration system utilizing a fan/motor assembly UL Listed for use in hazardous environments, controls featuring a hazardous location switch enclosure which is UL Listed for use in hazardous environments with ratings for NEMA 7 and 9 enclosures, a dedicated fully enclosed curtain partition made of limited combustible material, a dedicated automatic fire extinguishing system covering the filters, ducting, and plenums, and a magnehelic gauge for constant filter monitoring.



Fan/Motor Assembly

The unit features an In-Line Direct Drive 115V 1 1/2 HP 3500 CFM Explosion Resistant Fan/Motor Assembly. The Motor Assembly is UL Listed for use in hazardous Environments (UL File No. E10822).

Controls

The unit features a Hazardous Location Enclosure Switch with UL Listed ratings for NEMA 7 & 9 enclosures (UL File No. E53360 & E83969). Also includes two UL Listed Hazardous Location Seal Offs (UL File No. E10514), one on each side of the Switch Box, and a 30' long UL Listed heavy duty SOOW Power Cord with Molded NEMA 5-20 Plug (UL File No. E43778).

Fire Suppression

The unit features an On-board Automatic Dry Chemical Extinguishing System installed by an authorized distributor trained in accordance with UL Listing #92G0.

- In keeping with our policy of continuous improvement Shop-Pro Equipment, Inc. reserves the right to change specifications without notice.

Air Filtration

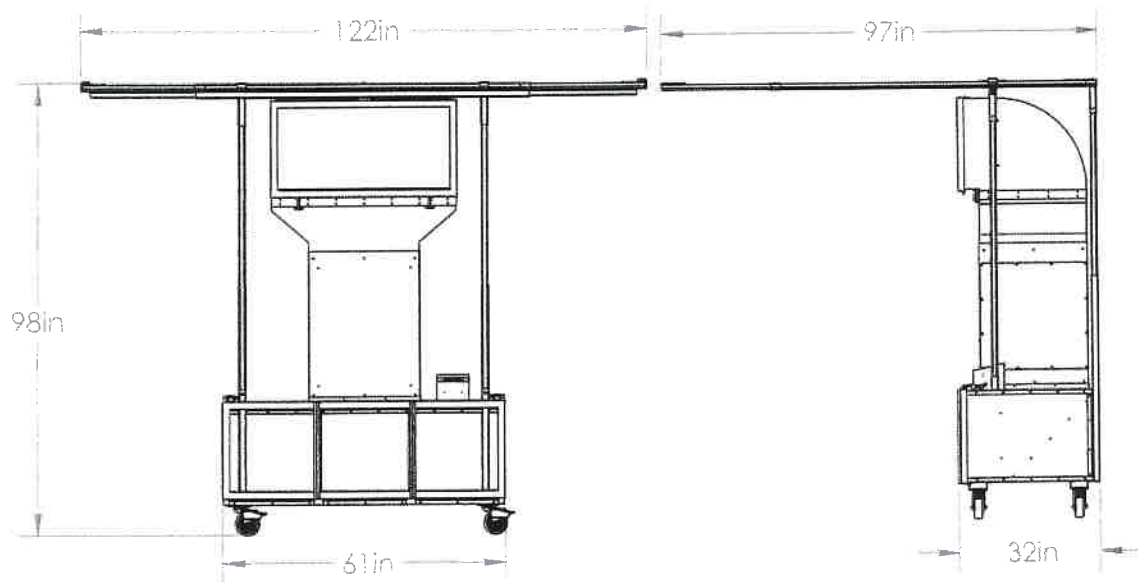
The standard filter set included with each unit comprises a Multi-Stage Filtration System which contains:

- * 3-Ply Link Form Particulate Filters
- * Heavy Duty 100% Fill Granular Activated Carbon Filters
- * R-1 High Efficiency Paint Booth Filters
- * Pleated Activated Carbon Filters

The 3-Ply Link Form Panel Filters have been tested at 99.78% efficient on the capture of paint overspray. The standard filter set also includes Pre-Filter Filter Saver Skins.

Enclosure

The unit features a dedicated curtain enclosure which is approximately 10'W x 8'L x 8'H. The enclosure is attached to and fully supported by the filtration system. The curtains are constructed of 20 MIL Clear Flame Resistant PVC which meets NFPA 701.



- In keeping with our policy of continuous improvement Shop-Pro Equipment, Inc. reserves the right to change specifications without notice.



To Whom It May Concern:

The fire suppression system we install on the Mobile Work Station limited finishing work station was designed by Pyro-Chem to meet NFPA 33. The system provides coverage for the fan, filters, and plenums of the equipment; and includes, in addition to standard commercial galvanized piping and materials, the following Pyro-Chem Equipment:

QTY	PART NO.	DESCRIPTION	ITEM NO.
1	PC17ABC	17 lb. ABC Cylinder w/valve	1
1	PCMCH2	Mechanical Control Head	2
1	225S11	Fusible Link Hanger Kit	3
1	Globe	Globe ML Fusible Link	4
1	MB15	Mounting Bracket	5
1	NVP1	Plenum Nozzle	6
1	NVP2	Duct Nozzle	7
1	RPSM	Remote Pull Station Mechanical	8
5	TSS	Corner Pulley Compression Style	

The Globe ML Fusible Link (Item No. 4), please see drawing, is located in the unit's intake Housing within the spray plenum and is centered below the fan intake. One total flooding nozzle (Item No. 6) is located in the intake housing within the spray plenum. The second total flooding nozzle (Item No. 7) is located above the fan impeller and motor housing compartment in the exhaust ducting. We have installed this system on Mobile Work Stations since 2000, and it has proven to be a reliable and effective system.

Sincerely,

Don Sock
Advanced Fire & Safety, Inc.

Serving the Great Plains
"Since 1940"



4221 South 90th Street

Omaha, Nebraska 68127-1303

Phone (402) 344-3800

Fax 344-7258

National
Air
Filtration
Association



FILTRATION EQUIPMENT AND SUPPLIES • • • SALES AND SERVICE • • • DIRT-ODOR-GREASE CONTROL

July 27, 2006

Shop-Pro Equipment
13520 Giles Road, Ste. A
Omaha, NE 68138

Re: Air velocity testing of the Mobile Work Station.

To whom it may concern:

This letter report presents our findings for the above referenced test. The tests were conducted at Shop-Pro Equipment, 13520 Giles Road, Omaha, NE on July 27th, 2006. The tests were conducted within the curtain enclosure area of a Mobile Work Station Model No. 4910.

The purpose of the tests were to evaluate the Mobile Work Station's ability to produce sufficient air movement for the capture of airborne particulates and vapors, such as those produced in a collision repair environment. Air velocity readings were taken at various locations within the curtain enclosure, with a minimum reading result of 125 feet per minute.

Air velocity results for the readings taken in front of the intake filters were:

Distance from Filter	<u>1 ft.</u>	<u>2 ft.</u>	<u>3 ft.</u>	<u>4 ft.</u>	<u>5 ft.</u>
Feet per minute	250	175	125	125	125

Minimum recommended air velocity for a cross draft paint booth is 100 feet per minute. Based on the test conducted, the Mobile Work Station Model No. 4910 exceeds minimum requirements and provides adequate air movement for the capture of airborne particulates and vapors.

Respectfully Submitted,

Martin Manhart
Nebraska Air Filter, Inc.

PAINT ARRESTANCE FILTER TEST REPORT

Spray Removal Efficiency & Paint Holding Capacity

BASED ON 40 CFR PART 63 NATIONAL EMISSION STANDARD

Filter Name: Shop-Pro Equipment 3ply Panel Filter
Report#/Test# R 902 T 912
Report Date: January 11, 2010

Test Information

FILTER DESCRIPTION (20" x 20" Panel):

White on pink highloft poly panel

PAINT DESCRIPTION:

High Solids Baking Enamel (S.W. Permaclad 2400, red)

PAINT SPRAY METHOD:

Conventional Air Gun at 40 PSI

SPRAY FEED RATE:

143 gr./min.

135 cc./min.

AIR VELOCITY:

150 FPM

Test Results

INITIAL PRESSURE DROP of Clean Test Filter

0.07 in. water

FINAL PRESSURE DROP of Loaded Test Filter

0.50 in. water

WEIGHT GAIN on TEST FILTER & Test Frame Trough

2084 grams

PAINT HOLDING CAPACITY of TEST FILTER

1938 grams = 4.3 lbs.

PAINT RUN-OFF

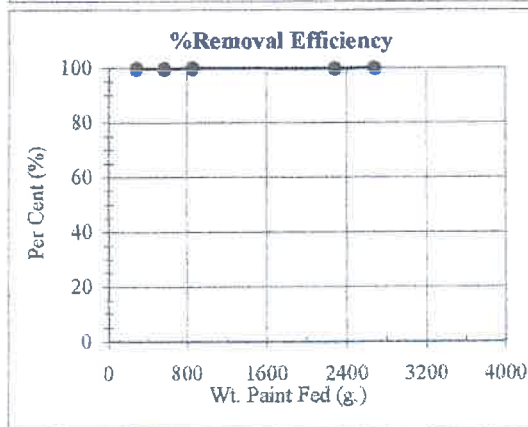
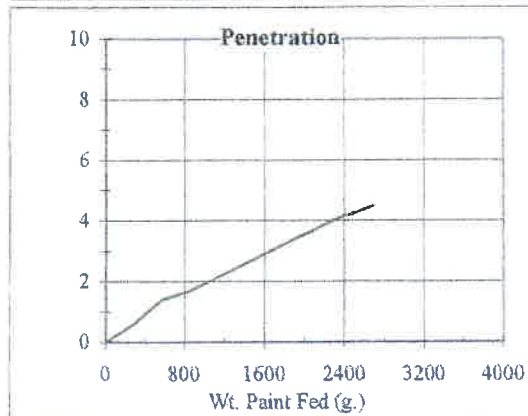
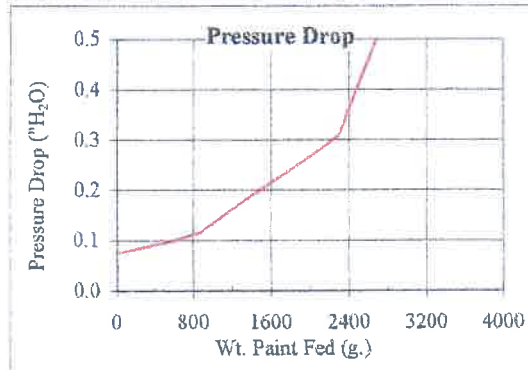
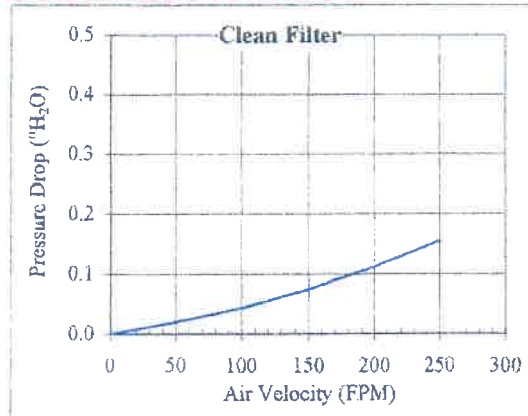
146 grams

WEIGHT GAIN - FINAL FILTER

4.5 grams = PENETRATION

AVERAGE REMOVAL EFFICIENCY of TEST FILTER

99.78 %



Test Engineer: Todd Kruger

Supervising Engineer: K. C. Kwok, Ph.D.

GRC-PIRK

GRC-PIRK MANAGEMENT COMPANY

REGISTERED ENVIRONMENTAL ASSESSORS

GOVERNMENT REGULATORY COMPLIANCE LLC

www.RECOMPLY.COM

P.O. Box 21270 Reno, NV 89515 Direct: 775-824-9008
Toll Free: 1-888-374-PIRK Toll Free Fax: 1-866-729-3892

August 1, 2011

**Shop-Pro Equipment, Inc.
10706 S. 147th Street
Omaha, NE 68138**

RE: 1) EPA Miscellaneous Surface Coating Operations at Area Sources Rule
2) Model 5410 Spray Booth

To whom it may concern:

GRC- Pirk Management company has been retained by The Shop-Pro Equipment, Inc. to evaluate the compliance of certain Shop-Pro mobile enclosure equipment with the U.S. Environmental Protection Agency (EPA) National Emission Standards for Hazardous Air Pollutants Rule: Paint Stripping and Miscellaneous Surface Coating Operations at Area Sources 40 CFR 63 Subpart HHHHHH published 73 FR 1759, January 9, 2008 (also referred to herein as "HAPs 6H")

In accordance with the American Society for Testing and Materials "ASTM 1527" standards and government guidelines required to identify regulatory compliance, and pollution prevention assessments, we have examined the information necessary to accomplish the environmental assessments requested of us, including a review of the applicable codes, rules and standards pursuant to:

40 CFR Section 63.11173 paragraph (e)(2)(i) All spray booths, preparation stations, and mobile enclosures must be fitted with a type of filter technology that is demonstrated to achieve at least 98-percent capture of paint overspray. The procedure used to demonstrate filter efficiency must be consistent with the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Method 52.1, "Gravimetric and Dust-Spot Procedures for Testing Air-Cleaning Devices Used in General Ventilation for Removing Particulate Matter, June 4, 1992"

40 CFR Section 63.11173 paragraph (e)(2)(ii) Spray booths and preparation stations used to refinish complete motor vehicles or mobile equipment must be fully enclosed with a full roof, and four complete walls or complete side curtains, and must be ventilated at negative pressure so that air is drawn into any openings in the booth walls or preparation station curtains. However, if a spray booth is fully enclosed and has seals on all doors and other openings and has an automatic pressure balancing system, it may be operated at up to, but not more than, 0.05 inches water gauge positive pressure.

In cooperation with U.S. Environmental Protection Agency testing protocols and engineering standards, our findings are as follows:

1. We have tested and evaluated the equipment and written specifications provided to us for Shop-Pro Mobile Prep Station Model No. 5410. Accordingly, the Model 5410 meets and exceeds the requirements of 40 CFR Section 63.11173 paragraph (e)(2)(i) for the use of filter technology that achieves at least 98-percent capture of paint overspray. Viz., PAINT ARRESTANCE FILTER TEST REPORT of January 11, 2010, per ASHRAE Method 52.1 has been digitally certified for authenticated copies upon request.
2. We have tested and evaluated the equipment and written specifications provided to us for Shop-Pro Mobile Prep Station Model No. 5410. Accordingly, the Model 5410 meets and exceeds the requirements of 40 CFR Section 63.11173 paragraph (e)(2)(ii) for Spray booth operation to refinish complete motor vehicles or mobile equipment as a fully enclosed containment system with a full roof, four complete walls, and ventilated at negative pressure so that air is drawn into any openings in the booth walls. Viz., air balance differential pressure test report of 25-July-11, per NATIONAL ENVIRONMENTAL BALANCING BUREAU CERTIFICATION 3066 has been digitally certified for authenticated copies upon request.

We have examined and evaluated the Shop-Pro Equipment, Inc. Mobile Prep Station Model No. 5410 and determined that the equipment represented is in accordance with the applicable Miscellaneous Surface Coating Operations at Area Sources 40 CFR Part 63 rules and regulations for spray booth compliance.

Respectfully submitted,

GRC-Pirk Management Company

Steven E. Schillinger
Registered Environmental Assessor

Digitally signed by
Steven

Reason: I am certifying
(Seal) this document

Date: 2011.08.03
'13:01:46 -07'00



Authentication:

To: _____
Company and/or Individuals Name

Attested: **The Shop-Pro Equipment, Inc.**

Signature Title Date

Fact Sheet

The **Mobile Work Station**® Air Monitor, Shut-Off, and Alarm System

Part No. 52525

The Air Monitor, Shut-Off, and Alarm System is designed specifically for use with the **Mobile Work Station**® and its dedicated curtain enclosure system. Each Air Monitor, Shut-Off, and Alarm System provides constant monitoring of the exhaust air flow. The Gas Monitor and Gas Sensor are matched sets and factory preset at 25% LEL. If a hazardous condition were detected an alarm would sound, a warning light would flash, and the air supply to the spraying operation would be shut-off. Each Air Monitor, Shut-Off, and Alarm System includes:

- * **CSA-US Listed Gas Monitor Controller**
(Certificate No. 1876100, ref: UL Std. No. 61010-1)
- * **CSA-US Listed Combustible Gas Detector with UL Listed Explosion Proof Housing**
(Certificate No. 1166838, ref: UL Std. No. 1203 & 61010-1)
(UL File No. 180083)
- * **UL Listed Normally Closed Solenoid Valve**
(UL File No. MH17783)
- * **All required mounting hardware**

The Air Monitor, Shut-Off, and Alarm System ships prewired, tested, and ready to install.



10706 S. 147th Street
Omaha, NE 68138
Ph. 402-861-8500



RESOLUTION NO _____ OF THE SEWARD COUNTY BOARD OF COMMISSIONERS

WHEREAS Legends Truck Repair LLC has applied for a Conditional Use Permit to operate a Truck Body Repair Facility and

WHEREAS the property is described as a tract in the Northeast ¼ of, Section 23, Township 10N, Range 3 East of the Sixth P.M, Seward County, Nebraska, and

WHEREAS The Planning Commission held a public hearing to consider the application at a regular meeting October 20, 2025, and

WHEREAS notice of the public hearing was published in the Seward County Independent, and

WHEREAS The Planning Commission recommended approval of the Conditional Use Permit and finding of facts presented, with a vote of 7 In Favor, 0 Against, and 2 Absent not voting, and

WHEREAS The Seward County Board of Commissioners held a public hearing to consider the application at a regular meeting October 28, 2025, and

WHEREAS notice of the public hearing was published in the Seward County Independent, and

WHEREAS _____ No one appeared to oppose said Conditional Use
_____ Individuals appeared to oppose said Conditional Use
_____ No one appeared to support said Conditional Use
_____ Individuals appeared to support said Conditional Use,
_____ Individuals appeared without commitment, and

NOW, THEREFORE BE IT RESOLVED that the Seward County Board of Commissioners do hereby approve _____ or _____ deny the Conditional Use Permit to operate a Truck Body Repair Facility at the described location on a tract of ground located in the Northeast ¼ of, Section 23, Township 10N, Range 3 East of the Sixth P.M, Seward County, Nebraska.

THEREFORE, BE IT FURTHER RESOLVED that approval is subject to the following conditions _____

MOTION BY: _____

SECONDED BY: _____

ROLL CALL

AYES: _____

NAYS: _____

Chairman, Board of Commissioners

Chairman, Board Commissioners

October 28, 2025

ATTEST: _____

Brandy Johnson, Seward County Clerk



SEWARD COUNTY, NE
PLAT SUBDIVISION APPLICATION

Date 9/11/2025

Plat Application Number 16-2025

Owner/Seller BLANE STECKLY

Address 332 PIONEERS
3288

Telephone 402-641-3236 E-mail BLANE.STECKLY@GMAIL.COM

Applicant/Buyer _____

Address _____

Telephone _____ E-mail _____

This application is for ☒ Short Form Plat ☐ Admin Plat

Legal description of requested subdivision

Precinct N Section 2 Township 9
Range 2 Quarter SW Parcel ID 80013468

Zoning District A-1 In Water Conservation Yes ☐ No ☒

Fee is \$400. Please make checks payable to **Seward County Treasurer**

Receipt # 1059

[Signature]
Applicant

9.24.25
Date

Seller _____

_____ Date

Official Use

Taxes paid in full ☒ Yes ☐ No

[Signature]
Seward County Treasurer Office

Planning Commission Recommendation _____

Planning Commission Chair _____

_____ Date

Steckly Subdivision

Located in Precinct N

In SW ¼ of Section 2, Township 9N, Range 2E

Blane and Nancy Steckly have requested a Short Form Plat. The intention of this application is to section 5.526 acres from the existing 20 acre parcel. This quarter section of land is currently zoned A-1. This Short Form Plat meets the requirements for Seward County.

This parcel is not in the Water Conservation District.

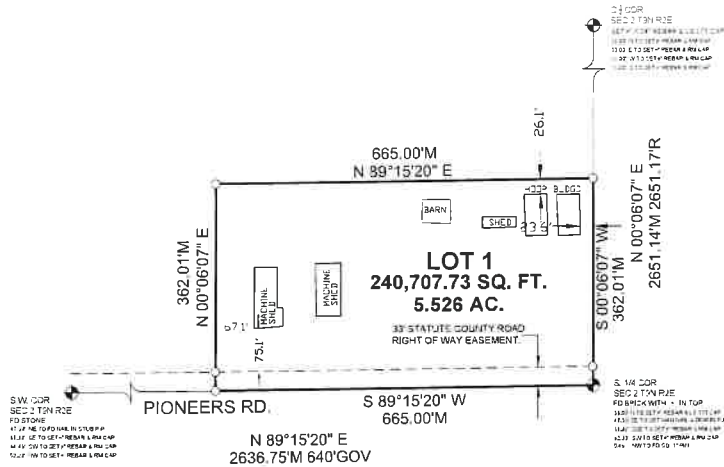
This parcel does not have floodplain concerns.

Taxes are paid in full as of 09/23/2025.

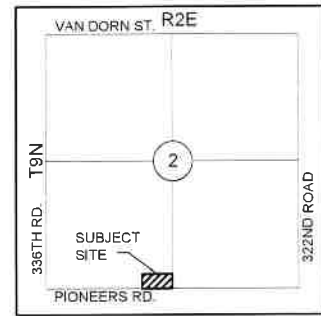
The Planning Commission recommended approval of this Short Form Plat with a vote of 7 for 0 against 2 absent, not voting.

"STECKLY SUBDIVISION" SHORT FORM PLAT

A SUBDIVISION IN THE S.W. $\frac{1}{4}$ OF SECTION 2 T9N R2E OF THE 6TH P.M.,
SEWARD COUNTY, NEBRASKA.



VICINITY MAP



SCALE 1"=100'
Legend
M = Measured
D = Deeded
R = Recorded
● = Fd 5/8" Rebar
○ = Set 5/8" Rebar & Cap

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED THE FOREGOING PLAT OF "STECKLY SUBDIVISION" A SUBDIVISION IN THE S.W. $\frac{1}{4}$ OF SECTION 2 TOWNSHIP 9 NORTH RANGE 2 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEWARD COUNTY, NEBRASKA, AND SAID TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTH $\frac{1}{4}$ CORNER OF SECTION 2 TOWNSHIP 9 NORTH RANGE 2 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, AND THE POINT OF BEGINNING: THENCE S $89^{\circ}15'20"$ WEST (A SEWARD COUNTY LDP BEARING) ON THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$, A DISTANCE OF 665.00 FEET; THENCE NORTH $00^{\circ}06'07"$ EAST AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST $\frac{1}{4}$, A DISTANCE OF 362.01 FEET; THENCE NORTH $89^{\circ}15'20"$ EAST, AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$, A DISTANCE OF 665.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST $\frac{1}{4}$; THENCE SOUTH $00^{\circ}06'07"$ WEST, ON THE EAST LINE OF THE SOUTHWEST $\frac{1}{4}$, A DISTANCE OF 362.01 FEET TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA OF 240,707.73 SQUARE FEET OR 5.526 ACRES.

PERMANENT MONUMENTS (5/8" X 24" CAPPED REBAR) HAVE BEEN PLACED AT ALL POINTS MARKED "O". ALL DIMENSIONS ARE IN FEET AND DECIMALS OF A FOOT.

SIGNED THIS 8TH DAY OF SEPTEMBER, 2025.

Derek A. Beenblossom
DEREK A. BEENBLOSSOM LS 570



OWNERSHIP CERTIFICATE

WE, BLANE J. STECKLY AND NANCY J. STECKLY, HUSBAND AND WIFE, OWNER(S) OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE, DO HEREBY CERTIFY THAT THEY HAVE LAID OUT, PLATTED, AND SUBDIVIDED SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

BLANE J. STECKLY

NANCY J. STECKLY

ACKNOWLEDGEMENT OF NOTARY

STATE OF _____
COUNTY OF _____, ISS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED BLANE J. STECKLY AND NANCY J. STECKLY, HUSBAND AND WIFE, AND THEY ACKNOWLEDGED THIS EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED, FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY _____

REGISTER OF DEEDS CERTIFICATE

STATE OF _____
COUNTY OF _____, ISS

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE.

DATE _____ TIME _____ DRAWER NO. _____ INSTRUMENT NO. _____

REGISTER OF DEEDS

FEE _____

APPROVAL OF THE SEWARD COUNTY PLANNING COMMISSION

THIS PLAT OF "STECKLY SUBDIVISION" HAS BEEN SUBMITTED AND APPROVED BY THE SEWARD COUNTY PLANNING COMMISSION.

SIGNED THIS _____ DAY OF _____, 20____.

PLANNING COMMISSION CHAIRPERSON _____

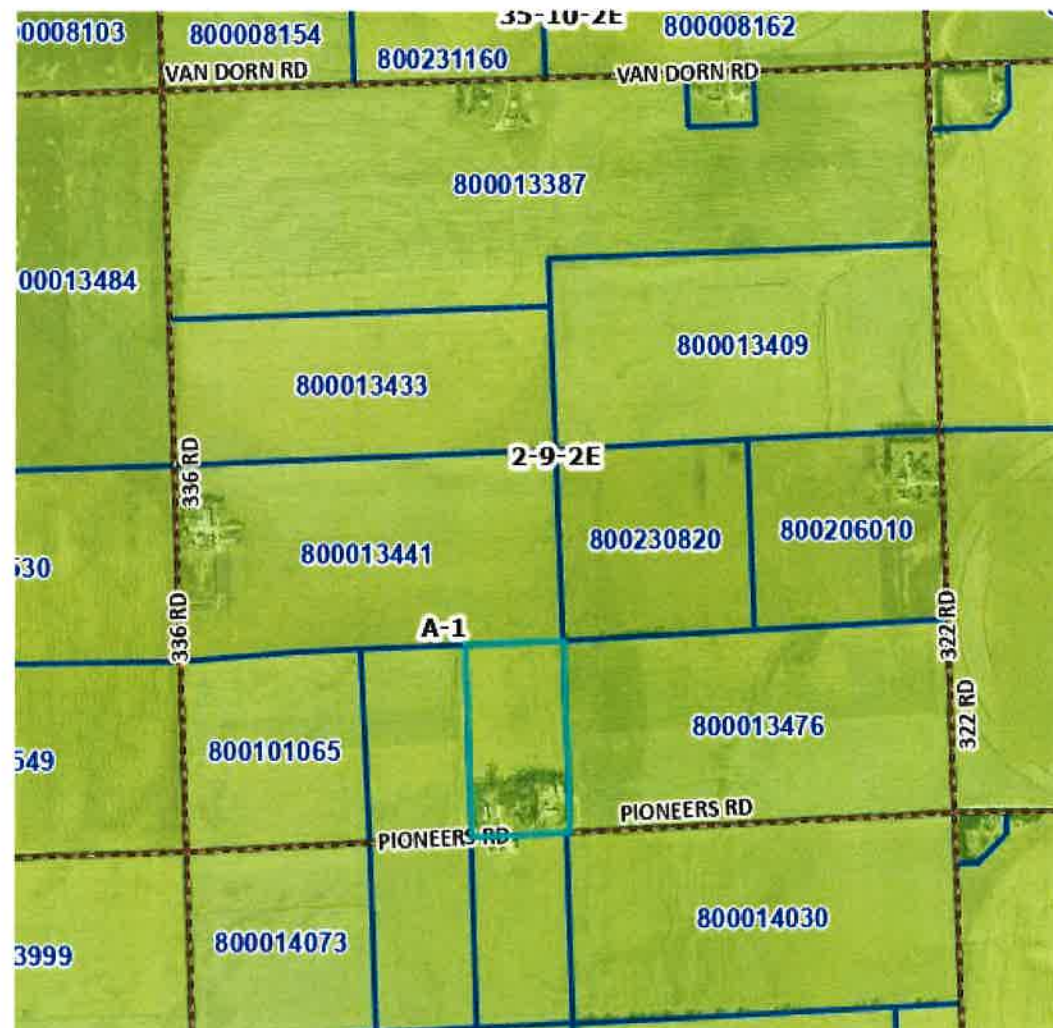
APPROVAL OF THE SEWARD COUNTY BOARD OF COMMISSIONERS

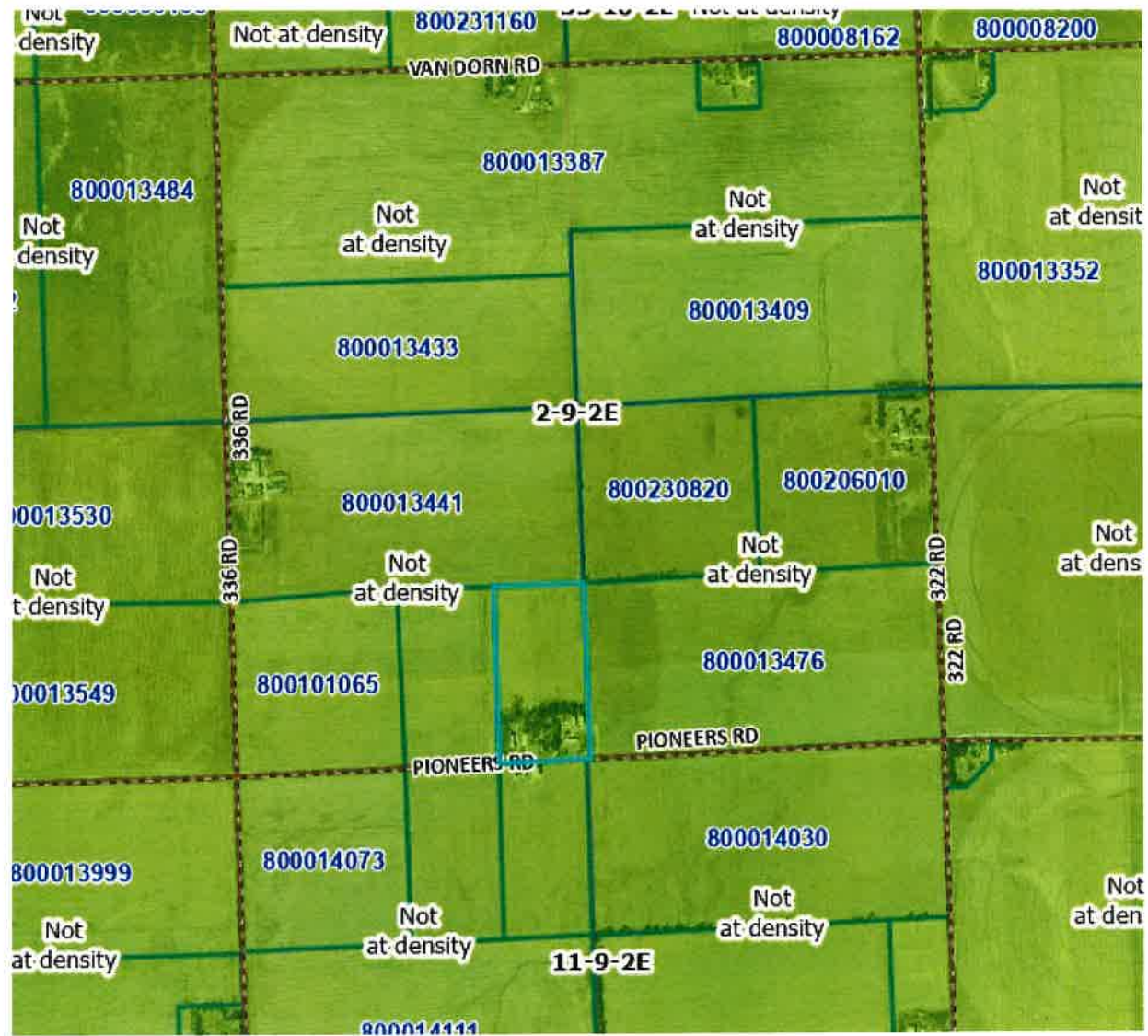
THIS PLAT OF "STECKLY SUBDIVISION" HAS BEEN SUBMITTED AND APPROVED BY THE SEWARD COUNTY BOARD OF COMMISSIONERS.

SIGNED THIS _____ DAY OF _____, 20____.

CHAIRPERSON, SEWARD COUNTY BOARD OF COMMISSIONERS _____









800013468

2-9-2E

PIONEERS RD

11-9-2E



800013468

2-9-2E

PIONEERS RD

11-0-2E

RESOLUTION NO _____ OF THE SEWARD COUNTY BOARD OF COMMISSIONERS

WHEREAS Blane and Nancy Steckly own approximately 20 acres of land and have applied for a Short Form Plat to separate 5.526 acres, and described as a tract of land in the Southwest 1/4, Section 2, Township 9N, Range 2 East of the Sixth P.M, Seward County, Nebraska, and

WHEREAS the Short Form Plat shall be called the Steckly Subdivision and

WHEREAS The Seward County Planning Commission held a meeting on October 20, 2025 to consider the Short Form Plat, and

WHEREAS, the Planning Commission recommended approval of the Steckly Subdivision, with a vote of 7 For, 0 Against, and 2 Absent Not Voting, and

WHEREAS ___ No one appeared to oppose the subdivision.

___ Individuals appeared to oppose the subdivision

___ No one appeared to support the subdivision

___ Individuals appeared to support the subdivision.

___ Individuals appeared without commitment, and

THEREFORE, BE IT RESOLVED that the Seward County Board of Commissioners do hereby Approve or Deny the Steckly Subdivision, Short Form Plat, with Resolution NO: _____.

MOTION BY: _____

SECONDED BY: _____

ROLL CALL

AYES: _____ NAYS: _____

Chairman, Board of Commissioners

Chairman, Board of Commissioners

October 28, 2025

ATTEST: _____

Brandy Johnson, Seward County Clerk



SEWARD COUNTY
PLAT SUBDIVISION APPLICATION

Date 09/22/2025

Plat Application Number 18-2025

Owner/Applicant Lyle Krska

Address 2777~~7~~ Branched Oak Rd

Telephone _____ E-mail _____

Owner 2/Applicant Dorian Krska

Address _____

Telephone _____ E-mail k4cattleacres@gmail.com

This application is for ☒ Short Form Plat ☐ Admin Plat ☐ Vacate/Replat

Legal description of requested subdivision: Parcel ID 80 Total acres 72.63

of acres to be divided 8.20 Precinct C Section 2

Township 12 Range 2 Quarter N 1/2 of NW 1/4 Zoning District A-1

In Water Conservation ☐ Yes ☒ No

Fee is \$400. Please make checks payable to **Seward County Treasurer**

Receipt # 1068

Lyle Krska
Applicant 1

Sept 25, 25
Date

Dorian Krska
Applicant 2

Sept 23, 25
Date

Official Use

Taxes paid in full ☒ Yes ☐ No

Sherry Leasing
Seward County Treasurer Office

Planning Commission Recommendation _____

Planning Commission Chair _____

_____ Date

Krska Addition

Located in Precinct C

In N ½ of NW 1/4 of Section 2, Township 12N, Range 2E

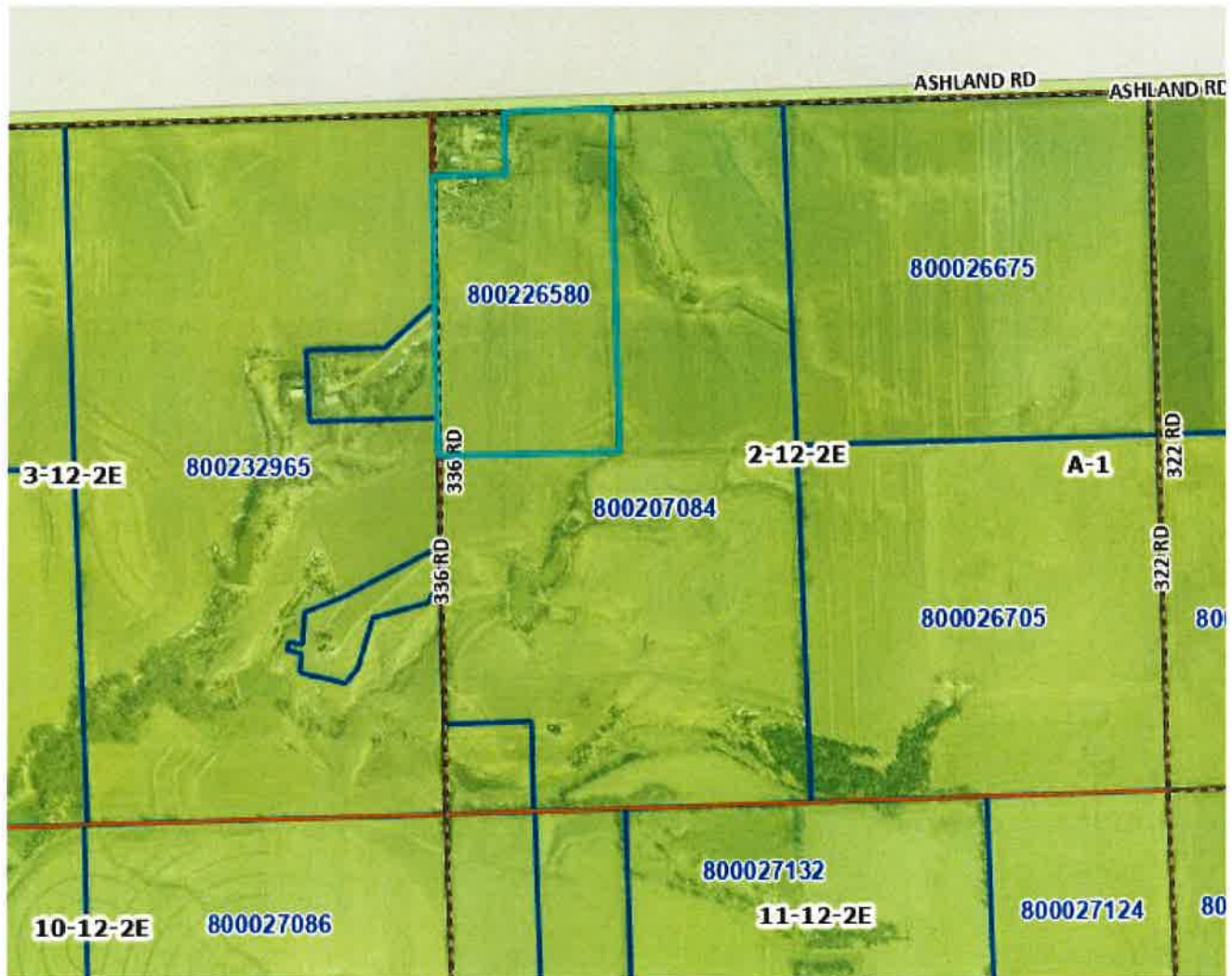
Lyle Krska and Julie Liska have requested a Short Form Plat. The intention of this application is to section out 8.20 acres from the existing 72.63-acre parcel. This quarter section of land is currently zoned A-1. This Short Form Plat meets the requirements for Seward County.

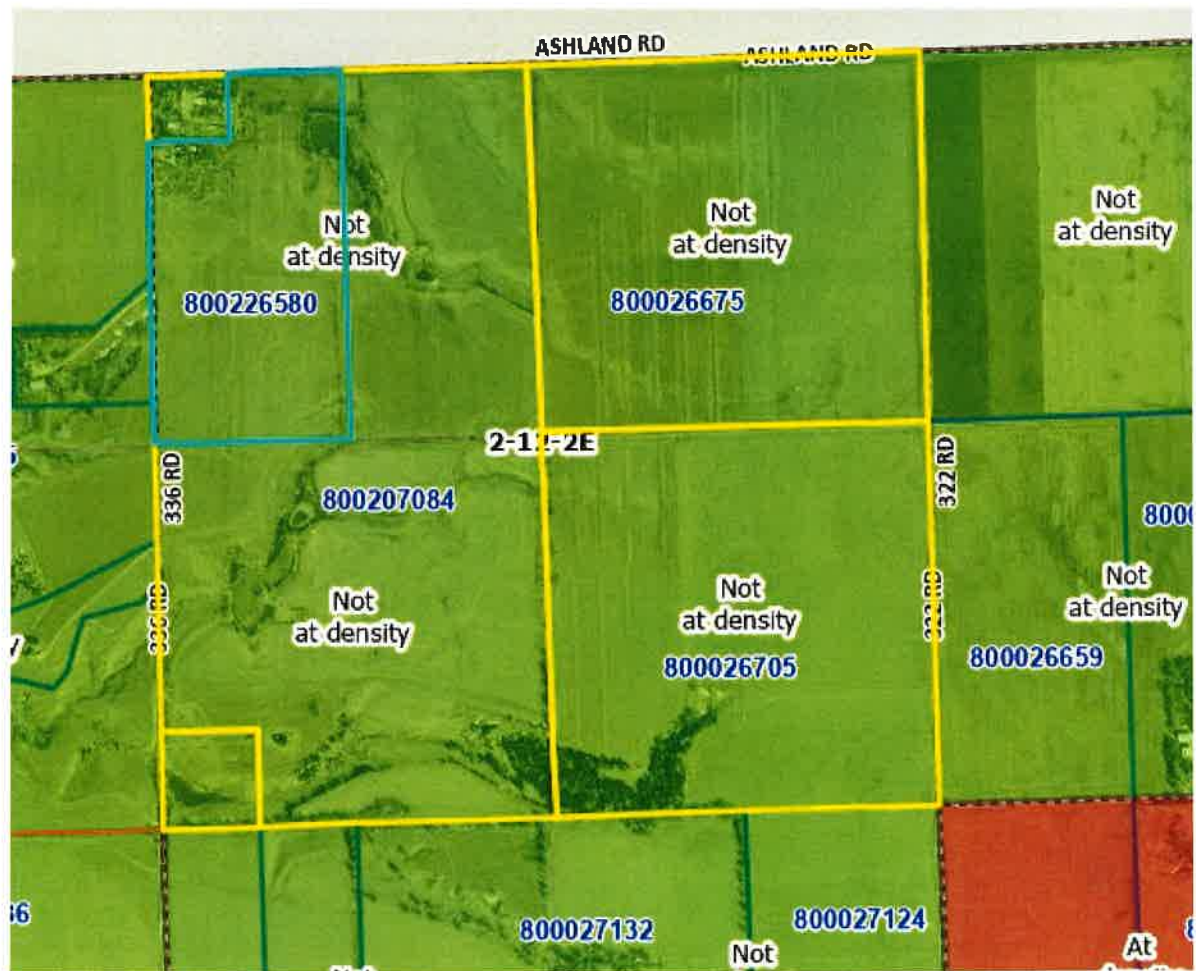
This parcel is not in the Water Conservation District.

This parcel does not have floodplain concerns.

Taxes are paid in full as of 09/23/2025.

The Planning Commission recommended approval of this Short Form Plat with a vote of 7 for 0 against 2 absent, not voting.









RESOLUTION NO _____ OF THE SEWARD COUNTY BOARD OF COMMISSIONERS

WHEREAS Lyle Krska and Julie Liska own approximately 72.63 acres of land and have applied for a Short Form Plat to separate 8.20 acres, and described as a tract of land in the West ½ of the Northwest quarter of, Section 2, Township 12N, Range 2 East of the Sixth P.M, Seward County, Nebraska, and

WHEREAS the Short Form Plat shall be called Krska Home Place Acres and

WHEREAS The Seward County Planning Commission held a meeting on October 20, 2025 to consider the Short Form Plat, and

WHEREAS, the Planning Commission recommended approval of the Krska Home Place Acres, with a vote of 7 For, 0 Against, and 2 Absent Not Voting, and

WHEREAS ___ No one appeared to oppose the subdivision.

___ Individuals appeared to oppose the subdivision

___ No one appeared to support the subdivision

___ Individuals appeared to support the subdivision.

___ Individuals appeared without commitment, and

THEREFORE, BE IT RESOLVED that the Seward County Board of Commissioners do hereby Approve or Deny the Krska Home Place Acres, Short Form Plat, with Resolution NO: ____.

MOTION BY: _____

SECONDED BY: _____

ROLL CALL

AYES: _____ NAYS: _____

Chairman, Board of Commissioners

Chairman, Board of Commissioners

October 28, 2025

ATTEST: _____

Brandy Johnson, Seward County Clerk



SEWARD COUNTY
PLAT SUBDIVISION APPLICATION

Date Oct. 8, 2025

Plat Application Number

19-2025

Owner/Applicant Rembolt Ludtke for Linda S. Zimbelmann

Address 125 S. 6th St., Seward, NE 68434

Telephone 402-643-4770

E-mail kbrashear@remboltlawfirm.com

Owner 2/Applicant _____

Address _____

Telephone _____

E-mail _____

This application is for ☒ Short Form Plat ☐ Admin Plat ☐ Vacate/Replat

Legal description of requested subdivision: Parcel ID 800003845 Total acres 160

of acres to be divided 7.30+/- Precinct B Section 10

Township 12 N Range 3 E Quarter NW Zoning District A-1

In Water Conservation ☐ Yes ☒ No

Fee is \$400. Please make checks payable to **Seward County Treasurer**

Receipt # 1071

Kimberly Basler
Applicant 1

Oct 8, 2025
Date

Applicant 2 _____

_____ Date

Official Use _____

Taxes paid in full ☒ Yes ☐ No

Brenda Heaton
Seward County Treasurer Office

Planning Commission Recommendation _____

Planning Commission Chair _____

_____ Date

LZ Acres

Located in Precinct B

In the NW 1/4 of Section 10, Township 12N, Range 3E

Linda Zimbelmann has requested a Short Form Plat. The intention of this application is to section out 7.30 acres from the existing 160-acre parcel. There are currently 2 parcels on this quarter section each has a home. Parcel 800003853 is currently undersized and has a home on it, this home shares water, electric and an address with the home on the larger parcel 800003845. This quarter section of land is currently zoned A-1. This Short Form Plat meets the requirements for Seward County.

This parcel is not in the Water Conservation District.

This parcel does not have floodplain concerns.

Taxes are paid in full as of 10/08/2025.

The Planning Commission recommended approval of this Short Form Plat with a vote of 7 for 0 against 2 absent, not voting.

LZ ACRES

A PART OF THE NORTHWEST QUARTER OF SECTION 12,
TOWNSHIP 10 NORTH, RANGE 3 EAST OF THE 6TH P.M.,
SEWARD COUNTY, NEBRASKA
SHORT FORM PLAT



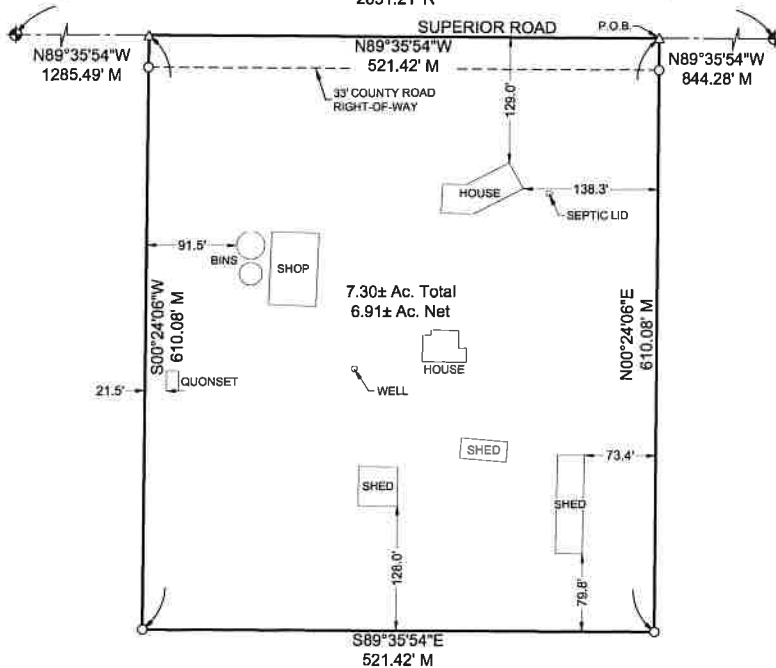
LEGEND

- = FD. MONUMENT AS NOTED
- ⊕ = SECTION CORNER AS NOTED IN TIES
- △ = CALCULATED POINT
- = SET 6/8"x24" REBAR W/ 595 PLASTIC CAP
- M = MEASURED DISTANCE
- R = RECORD DISTANCE LS-343 1/19/1992

NW COR NW1/4 SEC 12-10-3E
Found Survey Spike Divot In Asphalt, Set Mag Nail In Divot
NW 34.35' to Chiseled X In top 24" RCP FES
NE 44.54' to Chiseled X In top 24" RCP FES
NE 55.08' to Nail in PP
SE 61.07' to Capped 1" Pipe LS-333 Cap
E 6.5' to CL Asphalt Road

NE COR NW1/4 SEC 12-10-3E
Found 2" Aluminum Cap
N 32.70' to Nail in PP
NNE 46.33' to Nail in BP
SE 44.08' to 3/4" Iron Pipe
S 35.53' to Nail in PP

N89°35'54"W
2651.19' M
2651.21' R



LEGAL DESCRIPTION

I hereby certify that I have accurately surveyed and staked the foregoing plat of "LZ Acres", a subdivision in the Northwest Quarter of Section 12, Township 10 North, Range 3 East of the 6th P.M., Seward County, Nebraska and more particularly described as follows:
Referring to the Northeast corner of the Northwest Quarter of said Section 12; thence in a Westerly direction on the North line of the Northwest Quarter of said Section 12 and on an assumed bearing of N89°35'54"W, for a distance of 844.28' to the **POINT OF BEGINNING**; thence continuing on the last described course of N89°35'54"W, for a distance of 521.42'; thence S00°24'06"W, for a distance of 610.08'; thence S89°35'54"E, for a distance of 521.42'; thence N00°24'06"E, for a distance of 610.08' to the **POINT OF BEGINNING** and containing a calculated area of 7.30 acres, more or less.
Together with and subject to any covenants, easements, and restrictions of record.

OWNER'S CERTIFICATION

I the undersigned, Linda S. Zimbelmann, also known as Linda Zimbelmann and Linda Sue Zimbelmann, a single person, owner of the real estate shown and described herein, do hereby certify that I have laid out, platted, and subdivided, said real estate in accordance with this plat. This subdivision shall be known and designated as "LZ Acres", a part of the Northwest Quarter of Section 12, Township 10 North, Range 3 East of the 6th P.M., Seward County, Nebraska. Clear title to the land in this plat guaranteed.

Witness my Hand this _____ day of _____, 2025

Linda S. Zimbelmann

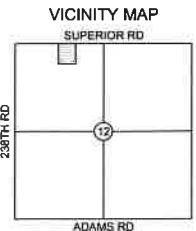
ACKNOWLEDGEMENT OF NOTARY

State of Nebraska S.S.
County of Seward

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Linda S. Zimbelmann, also known as Linda Zimbelmann and Linda Sue Zimbelmann, a single person, and she acknowledges the execution of the foregoing instrument as their voluntary act and deed, for the purposes therein expressed.

Witness my Hand and Notarial Seal this _____ day of _____, 2025

Notary Public



SURVEYOR'S CERTIFICATION

I, Richard Kingman, Nebraska Licensed Land Surveyor No. 595, duly licensed under the Land Surveyor's Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat of "LZ Acres"; that said plat is a true delineation of said survey performed personally; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct, and in accordance with the Land Surveyors Regulation Act in effect at the time of this survey. All dimensions in feet and decimals of a foot.

Signed this _____ day of _____, 2025

Richard Kingman LS-595

APPROVAL OF THE SEWARD COUNTY PLANNING COMMISSION

This plat of "LZ Acres" has been submitted to and approved by the Seward County Planning Commission.

Signed this _____ day of _____, 2025

Chair, Planning Commission

APPROVAL OF THE COUNTY BOARD OF COMMISSIONERS

This plat of "LZ Acres" has been submitted to and approved by the County Board of Commissioners of Seward County, Nebraska.

Signed this _____ day of _____, 2025

Chair, County Board of Commissioners

REGISTER OF DEEDS CERTIFICATE

State of Nebraska S.S.
County of Seward

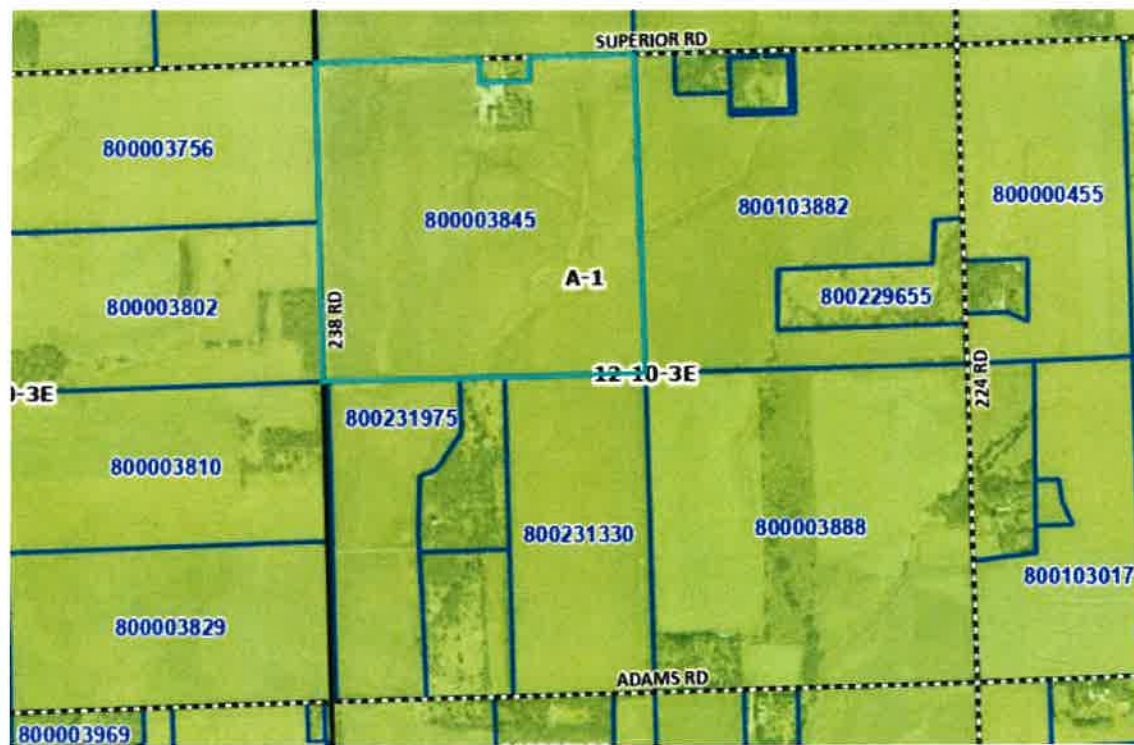
This is to certify that this instrument was filed for record in the register of deeds office.

Date: _____ Time: _____ Drawer No. _____ Fee: _____

Instrument No. _____ Register of Deeds



ALLIED SURVEYING AND MAPPING
8535 Executive Woods Drive - Suite 200 - Lincoln, Nebraska 68512
Phone (402) 434-2686
Project No. 2025-0157









RESOLUTION NO _____ OF THE SEWARD COUNTY BOARD OF COMMISSIONERS

WHEREAS Linda Zimbelmann owns approximately 160 acres of land and has applied for a Short Form Plat to separate 7.30 acres, and described it as a tract of land in the Northwest 1/4 of, Section 10, Township 12N, Range 3 East of the Sixth P.M, Seward County, Nebraska, and

WHEREAS the Short Form Plat shall be called LZ Acres and

WHEREAS The Seward County Planning Commission held a meeting on October 20, 2025 to consider the Short Form Plat, and

WHEREAS, the Planning Commission recommended approval of the LZ Acres Subdivision, with a vote of 7 For, 0 Against, and 2 Absent Not Voting, and

- WHEREAS _____No one appeared to oppose the subdivision.
- _____Individuals appeared to oppose the subdivision
- _____No one appeared to support the subdivision
- _____Individuals appeared to support the subdivision.
- _____Individuals appeared without commitment, and

THEREFORE, BE IT RESOLVED that the Seward County Board of Commissioners do hereby Approve or Deny the LZ Acres, Short Form Plat, with Resolution NO: _____.

MOTION BY: _____

SECONDED BY: _____

ROLL CALL

AYES: _____	NAYS: _____
_____	_____
_____	_____
_____	_____
_____	_____

Chairman, Board of Commissioners	Chairman, Board of Commissioners
October 28, 2025	

ATTEST: _____

Brandy Johnson, Seward County Clerk



SEWARD COUNTY
PLAT SUBDIVISION APPLICATION

Date 10/4/2025

Plat Application Number 20-2025

Owner/Applicant Chelsea Piening

Address 870 154th Pleasant Dale NE 68423

Telephone 4025706617

E-mail chelsea-piening@yahoo.com

Owner 2/Applicant Shannon Brown

Address 870 154th Pleasant Dale NE 68423

Telephone 4028023667

E-mail sbrown7162005@gmail.com

This application is for ☒ Short Form Plat ☐ Admin Plat ☐ Vacate/Replat

Legal description of requested subdivision: Parcel ID 800000129 Total acres 159.89

of acres to be divided 7.5 Precinct I Section 2

Township 10 Range 4 Quarter NW Zoning District A-1

In Water Conservation ☒ Yes ☐ No

Fee is \$400. Please make checks payable to **Seward County Treasurer**
Receipt # 1070

Chelsea Piening
Applicant 1

10-4-25
Date

Shannon Brown
Applicant 2

10-4-25
Date

Official Use

Taxes paid in full ☒ Yes ☐ No

Brenda Hartman
Seward County Treasurer Office

Planning Commission Recommendation _____

Planning Commission Chair _____

_____ Date

Piening Place Subdivision

Located in Precinct I

In NW Quarter of Section 2, Township 10N, Range 4E

Chelsea Piening and Shannon Brown have requested a Short Form Plat. The intention of this application is to create a 7.50 acre parcel from a 159.89 acre parcel. This quarter section of land is currently zoned A-1. This Short Form Plat meets the requirements for Seward County.

This parcel is not in the Water Conservation District.

This parcel does not have floodplain concerns.

Taxes are paid in full as of 10/04/2025.

The Planning Commission recommended approval of this Short Form Plat with a vote of 7 for 0 against 2 absent, not voting.

"PIENING PLACE SUBDIVISION"

SHORT FORM PLAT

A SUBDIVISION IN THE N.W. 1/4 OF SECTION 2 T10N R4E OF THE 6TH P.M.,
SEWARD COUNTY, NEBRASKA.

NW CORNER
SEC. 2 T10N R4E
FD 2" ALUM CAP
52.05' NE TO FD NAIL IN F.P.
33.00' E TO SET 5" REBAR & LS 570 CAP
42.20' ENE TO FD NAIL IN C.F.P.
31.82' WNW TO FD NAIL IN C.F.P.
5' N TO FENCE WEST

S 89°53'58" E
2632.67'M

S 89°53'58" E
545.00'M

LOT 1
327,000.18 SQ. FT.
7.50 AC.

STATUE 33" COUNTY ROAD
R.O.W. EASEMENT

N 89°53'58" W
545.00'M

S 00°09'39" W
2627.69'M 2633.40'G 2627.57'R

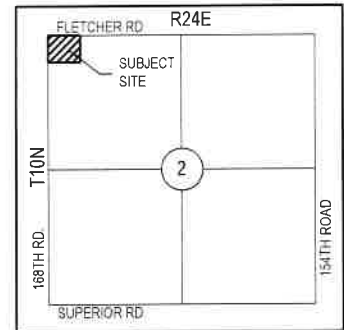
N 00°09'39" E
600.00'M

S 00°09'39" W
600.00'M

W 1/4 CORNER
SEC. 2 T10N R4E
FD 2" ALUM CAP
56.50' NW TO FD NAIL IN F.P.
34.25' E TO FD NAIL IN C.F.P.
45.77' SE TO FD NAIL IN F.P.
29.20' W TO FD NAIL IN C.F.P.

N 1/4 CORNER
SEC. 2 T10N R4E
FD STONE AS RECORDED W/ 3" REBAR
DIAGONALLY ON NORTH SIDE OF STONE
9.60' N TO NAIL W SIDE B.P.
12.05' E TO NAIL IN S FACE G.P.
16.52' S TO NAIL IN W FACE F.P.
15.35' W TO NAIL IN TOP OF G.P.

VICINITY MAP



Legend
M = Measured
D = Deeded
R = Recorded
● = Fd. 5/8" Rebar
○ = Set 5/8" Rebar & Cap

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED THE FOREGOING PLAT OF "PIENING PLACE SUBDIVISION" A SUBDIVISION IN THE N.W. 1/4 OF SECTION 2 TOWNSHIP 10 NORTH RANGE 4 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEWARD COUNTY, NEBRASKA, AND SAID TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

COMMENCING AT THE NORTHWEST CORNER OF SECTION 2 TOWNSHIP 10 NORTH RANGE 4 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA, AND THE POINT OF BEGINNING; THENCE SOUTH 89°53'58" EAST, (A SEWARD COUNTY LDP BEARING, AND BASIS OF BEARING FOR THIS SUBDIVISION) ON THE NORTH LINE OF THE NORTHWEST 1/4 A DISTANCE OF 545.00 FEET, THENCE SOUTH 00°09'39" WEST, AND PARALLEL TO THE WEST LINE OF THE NORTHWEST 1/4, A DISTANCE OF 600.00 FEET, THENCE NORTH 89°53'58" WEST, AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST 1/4, A DISTANCE OF 545.00 FEET, TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 THENCE NORTH 00°09'39" EAST, ON THE WEST LINE OF THE NORTHWEST 1/4, A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA OF 327,000.18 SQUARE FEET OR 7.50 ACRES

PERMANENT MONUMENTS (5/8" X 24" CAPPED REBAR) HAVE BEEN PLACED AT ALL POINTS MARKED "O" ALL DIMENSIONS ARE IN FEET AND DECIMALS OF A FOOT

SIGNED THIS 26TH DAY OF SEPTEMBER, 2025

Derek A. Beenblossom
DEREK A. BEENBLOSSOM LS 570



OWNERSHIP CERTIFICATE

WE, CHELSEA PIENING, AND SHANNON BROWN, TWO SINGLE PERSONS, OWNER(S) OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE, DO HEREBY CERTIFY THAT THEY HAVE LAID OUT, PLATTED, AND SUBDIVIDED SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT

CHELSEA PIENING A SINGLE PERSON

SHANNON BROWN A SINGLE PERSON

ACKNOWLEDGEMENT OF NOTARY

STATE OF _____)
COUNTY OF _____) SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED CHELSEA PIENING, A SINGLE PERSON, AND THEY ACKNOWLEDGED THIS EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED, FOR THE PURPOSES THEREIN EXPRESSED

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____

NOTARY _____

ACKNOWLEDGEMENT OF NOTARY

STATE OF _____)
COUNTY OF _____) SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED SHANNON BROWN, A SINGLE PERSON, AND THEY ACKNOWLEDGED THIS EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED, FOR THE PURPOSES THEREIN EXPRESSED

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____

NOTARY _____

REGISTER OF DEEDS CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE

DATE _____ TIME _____ DRAWER NO _____ INSTRUMENT NO _____

REGISTER OF DEEDS _____

FEE _____

APPROVAL OF THE SEWARD COUNTY PLANNING COMMISSION

THIS PLAT OF "PIENING PLACE SUBDIVISION" HAS BEEN SUBMITTED AND APPROVED BY THE SEWARD COUNTY PLANNING COMMISSION

SIGNED THIS _____ DAY OF _____, 20____

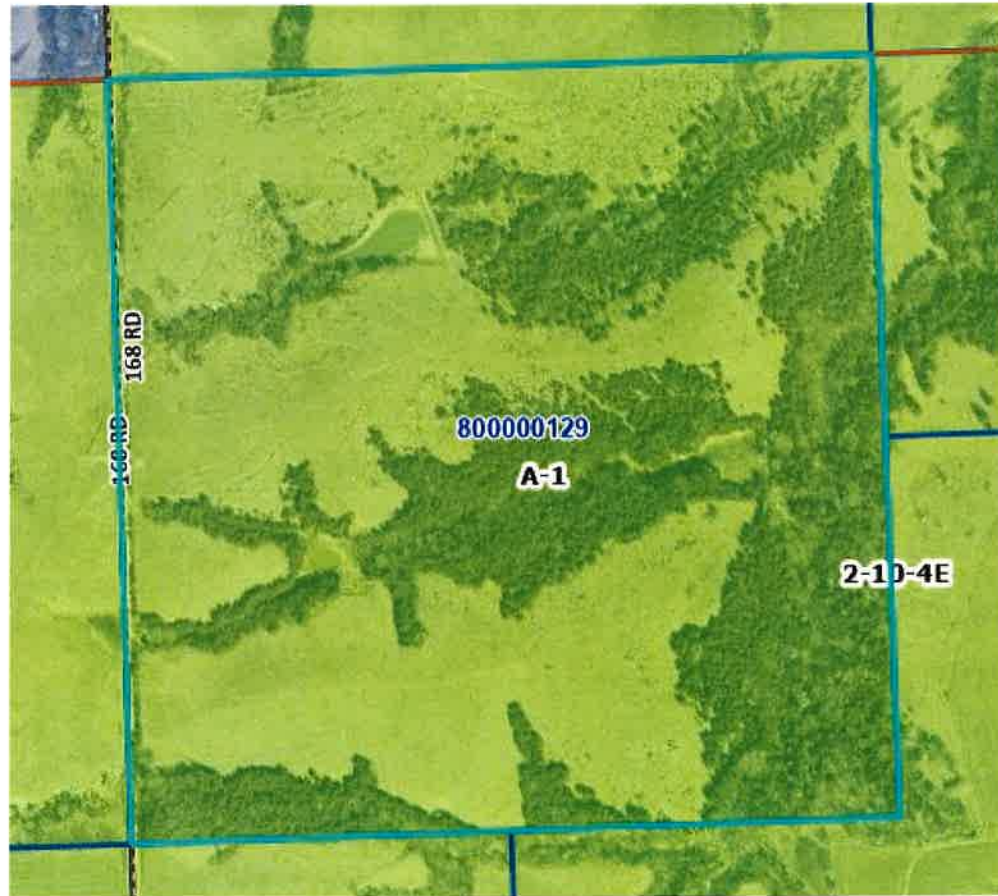
PLANNING COMMISSION CHAIRPERSON _____

APPROVAL OF THE SEWARD COUNTY BOARD OF COMMISSIONERS

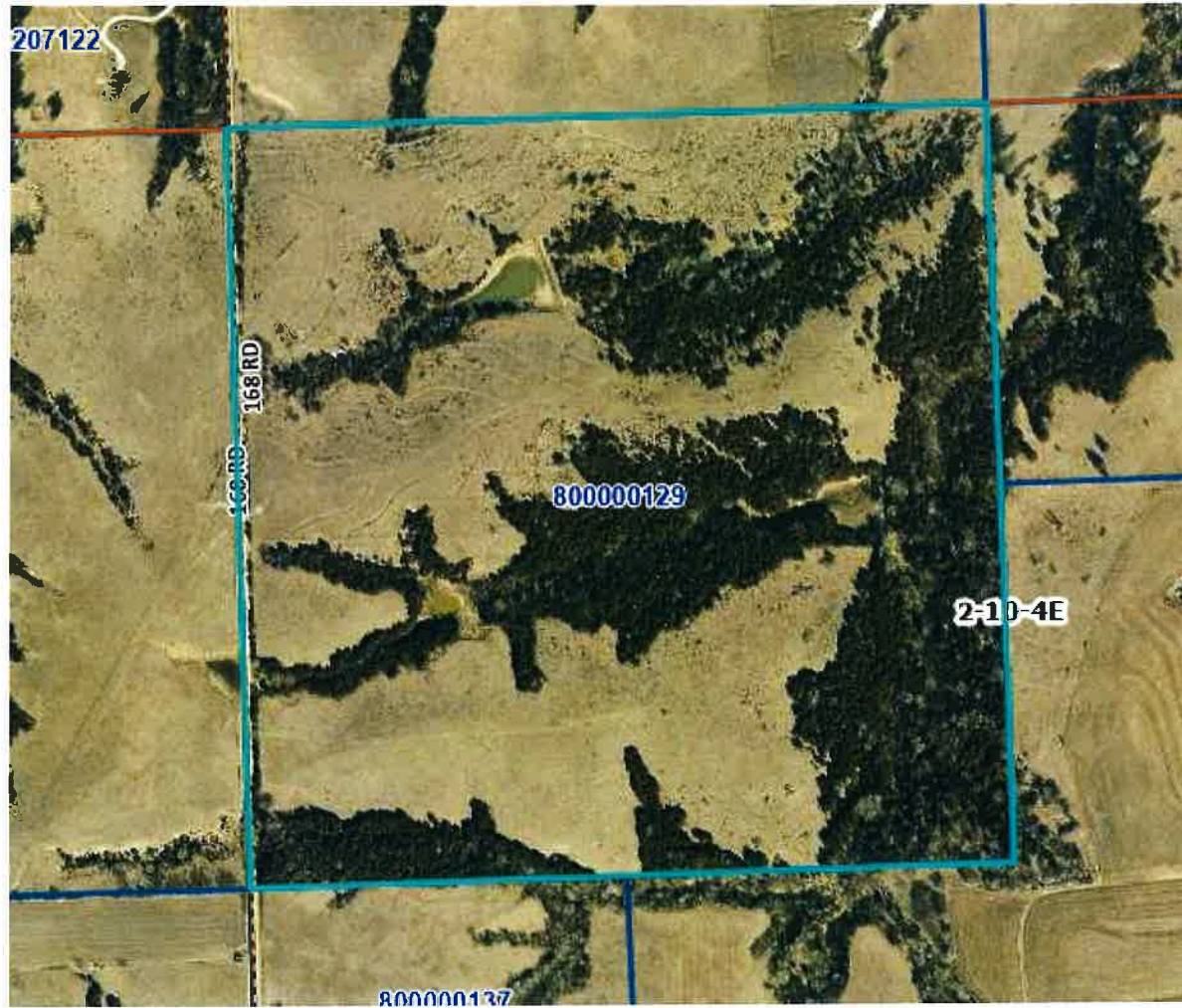
THIS PLAT OF "PIENING PLACE SUBDIVISION" HAS BEEN SUBMITTED AND APPROVED BY THE SEWARD COUNTY BOARD OF COMMISSIONERS

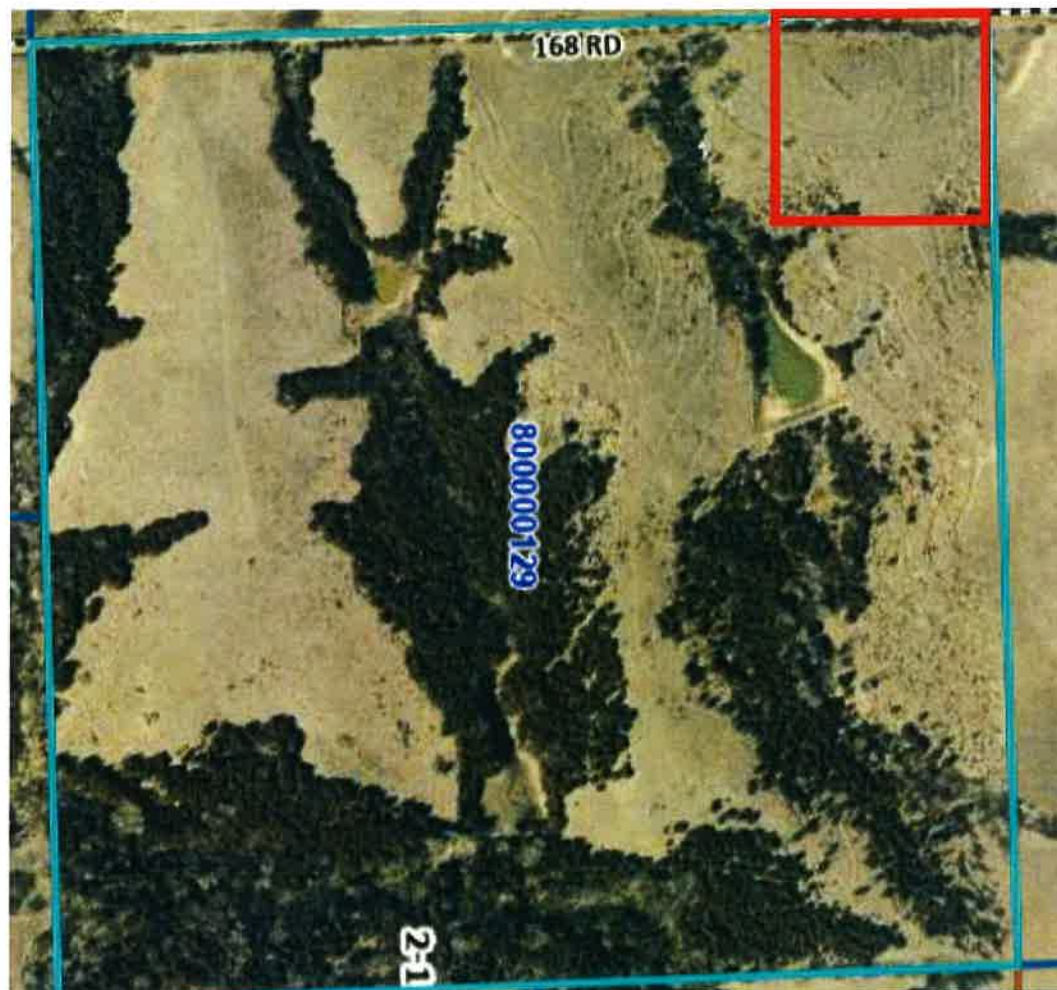
SIGNED THIS _____ DAY OF _____, 20____

CHAIRPERSON, SEWARD COUNTY BOARD OF COMMISSIONERS _____









RESOLUTION NO _____ OF THE SEWARD COUNTY BOARD OF COMMISSIONERS

WHEREAS Chelsea Piening & Shannon Brown own approximately 159.89 acres of land and have applied for a Short Form Plat to separate 7.50 acres, and described as a tract of land in the Northwest 1/4 of, Section 2, Township 10N, Range 4 East of the Sixth P.M, Seward County, Nebraska, and

WHEREAS the Short Form Plat shall be called Piening Place Subdivision and

WHEREAS The Seward County Planning Commission held a meeting on October 20, 2025 to consider the Short Form Plat, and

WHEREAS, the Planning Commission recommended approval of the Piening Place Subdivision, with a vote of 7 For, 0 Against, and 2 Absent Not Voting, and

WHEREAS ___ No one appeared to oppose the subdivision.

___ Individuals appeared to oppose the subdivision

___ No one appeared to support the subdivision

___ Individuals appeared to support the subdivision.

___ Individuals appeared without commitment, and

THEREFORE, BE IT RESOLVED that the Seward County Board of Commissioners do hereby Approve or Deny the Piening Place Subdivision, Short Form Plat, with Resolution NO: _____.

MOTION BY: _____

SECONDED BY: _____

ROLL CALL

AYES: _____ NAYS: _____

Chairman, Board of Commissioners

Chairman, Board of Commissioners

October 28, 2025

ATTEST: _____

Brandy Johnson, Seward County Clerk



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: NB0800000
Agency Name: Seward County Sheriff's Office
Mailing Address: 261 S 8th Street
Seward, NE 68434

Type: Sheriff's Office

Agency Finance Contact

Name: Yoder, Blair D

Phone: 402-643-2359

Email: byoder@sewardcountyne.gov

Jurisdiction Finance Contact

Name: Zlatkovsky, Jacob

Phone: 4026434574

Email: jzlatkovsky@sewardcountyne.gov

ESAC Preparer

Name: Yoder, Blair D

Phone: 402-643-2359

Email: byoder@sewardcountyne.gov

FY End Date: 06/30/2025

Agency FY 2026 Budget: \$2,394,856.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$23,655.34	\$386,052.28
2	Equitable Sharing Funds Received	\$478,679.21	\$34,843.84
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$6,873.76	\$47,657.31
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$485,552.97	\$82,501.15
7	Equitable Sharing Funds Spent (total of lines a - n)	\$447,592.77	\$445,246.41
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$61,615.54	\$23,307.02

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	\$54,465.49	\$0.00
b	Training and Education	\$4,950.00	\$1,425.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$70,187.19	\$25,482.29
d	Law Enforcement Equipment	\$312,500.41	\$43,427.05
e	Joint Law Enforcement and Public Safety Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$139.98	\$3,704.73
h	Law Enforcement Awards and Memorials	\$0.00	\$95.30
i	Drug, Gang, and Other Prevention or Awareness Programs	\$517.01	\$781.99
j	Overtime	\$4,832.69	\$114,427.35
k	Law Enforcement Initiatives that Further Investigations	\$0.00	\$0.00
l	Salaries	\$0.00	\$255,902.70
m	Non-Categorized Expenditures	\$0.00	\$0.00
	Total	\$447,592.77	\$445,246.41

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds
Sale Proceeds		\$9,300.00
Sale Proceeds		\$1.00
Sale Proceeds	\$5,600.00	
Sale Proceeds		\$190.00
Reimbursements	\$334.52	
Reimbursements	\$939.24	
Reimbursements		\$1,246.85
Reimbursements		\$770.78
Reimbursements		\$4,548.68
Other-RAP payback to Treasury due to impermissible payment		\$31,600.00

Salaries

Salary Type	Justice Funds	Treasury Funds
Salary - Dare/SRO Officer	\$0.00	\$255,902.70

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor**

Name: Schildt, Martin T

Company: GBE CPA

Phone: 402-643-4557

Email: martin@gbecpa.com

Date Printed: 10/21/2025

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☒ NO ☐ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2024-06-GSAFAC-0000362882

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Vance, Michael G

Title: Sheriff

Email: mvance@sewardcountyne.gov

Signature:  Date: 10/28/25

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Ahmic, Misty

Title: County Chair Board

Email: mahmic@sewardcountyne.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Seward County Surplus Property Policy

Purpose

The purpose of policy is to ensure protection of County assets and to provide a policy in disposing surplus County property. All property purchased with County funds (including but not limited to grants, gifts, etc. unless otherwise specified by law or the grantor) shall be property of Seward County. Title of the property shall remain with Seward County until said property is disposed of pursuant to this policy. The following describes the procedures to dispose of surplus County property.

Definitions:

(1) Mobile equipment means all vehicles propelled by any power other than muscular, including, but not limited to, motor vehicles, off-road designed vehicles, motorcycles, passenger cars, self-propelled mobile homes, truck-tractors, trucks, cabin trailers, semitrailers, trailers, utility trailers, and road and general-purpose construction and maintenance machinery not designed or used primarily for the transportation of persons or property, including, but not limited to, ditch digging apparatus, asphalt spreaders, bucket loaders, leveling graders, earthmoving carryalls, power shovels, earthmoving equipment, and crawler tractors;

(2) Personal property includes, but is not limited to, supplies, materials, mobile equipment, and equipment used by or furnished to any county officer, office, department, institution, board, or other agency of the county government. Personal property does not include election ballots;

(3) Surplus property is property that is obsolete, and either no longer in use or for which there is no further plan for its use. It includes all tangible assets such as mobile equipment, office equipment, supplies and furniture.

Disposal Policy

County property may not be sold, salvaged, scrapped, donated or otherwise disposed of inconsistent with this policy. The Department Head and County Commissioners should take into consideration the most cost efficient method in disposing surplus county property.

Disposal by Internal Departmental Transfer

Effective asset management encourages transferring property within Seward County Departments. Department Heads shall first seek to transfer surplus personal property within the County Departments. Transferring property within Departments limits costs to tax payers and provides continued use of the personal property within Seward County. When a Department Head declares personal property as surplus, the Department Head will notify other County Departments of the available personal property. The notification can be by posting in the Courthouse or by electronic means (preferably by email). After the transfer of personal property, each Department will make the necessary notation on their annual inventory report (ie: remove from inventory of donor and add to inventory of recipient Department). No warranty of any kind will be given by the Department Head upon transfer of personal property.

If the property is not transferred to another Seward County Department, then the property shall be disposed of pursuant to this policy.

Disposal by “trade-in”

County property may be disposed of by “trade-in” as either credit toward another purchase, or as monetary credit. If the “trade-in” is for monetary credit, the proceeds shall be deposited with the Seward County Treasurer. Distribution of the proceeds shall be as stated below.

Disposal by Sale

Personal Property having a value of less than \$2,500, may be sold by consignment, public auction, or on a “first come, first serve” basis. The price shall be set by the Department Head with consideration to the current market price for like items. The Personal Property shall be sold “as is.” Removal shall be the sole responsibility of the purchaser.

Personal Property having a value of \$2,500.00 or more shall be sold through competitive bidding.

Mobile Equipment having a value of less than \$5,000.00 shall be offered for sale by private, consignment, or auction.

Mobile Equipment having a value of \$5,000.00 or more shall be sold through competitive bidding.

No Warranty

No person authorized to make such sales shall be authorized to make or imply any warranty of any kind whatsoever as to the nature, use, condition, or fitness for a particular purpose of any property sold.

Any person making sales shall inform the purchaser that such property IS BEING SOLD “AS IS” WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER.

Disposal by Donation

Personal Property that cannot be disposed of by transfer or sale may be donated to another governmental entity or not-for-profit business upon approval from Board of Commissioners. A request shall be in writing and given to the Board of Commissioners. No warranty of any kind shall be given upon donation of the personal property.

Disposal as Waste

Surplus personal property that is malfunctioned, broken, unable to be transferred, sold, or donated may be discarded through the County’s normal waste removal process.

Unique and One of a Kind Items

Special consideration will be given to unique and one of a kind Surplus Property. The Board of Commissioners shall make a final decision in its disposition.

Post Disposal:

Written Report:

After the disposal of the property, the Department Head shall make a written report to the Board of Commissioners. The report shall be made within thirty days after the end of the fiscal year reflecting, for each transaction,

1. The item sold;
2. The name and address of the purchaser;
3. The price paid by the purchaser for each item;
4. The total amount paid by the purchaser.

Distribution of Funds:

All funds collected from the sale of surplus County Personal Property or Mobile Equipment shall be given to the County Treasurer. The funds shall be credited to the funds of the department, office, or agency to which the property belonged.

Notification to Clerk:

Any Department Head disposing of Mobile Equipment that has a Nebraska Certificate of Title shall immediately notify the County Clerk's Office of such action.

Statutory References: Neb. Rev. Stat. § 23-3104, Neb. Rev. Stat. § 23-3107, Neb. Rev. Stat. § 23-3115

Chairman, Board of Commissioners

Date

Surplus Property Disposal Request

Date: 10-27-25

Name of Office: Sheriff's Office

Name of Dept. Head: Mike Vance

Type of Personal Property or Mobile Equipment: K9's Erorr and Hollis

Estimated Value: \$1.00 each

Disposal Method Type: (Circle One)

Trade-In, Sale of Personal Property \$2,500 or more; Sale of Mobile Equip over \$5,000, Donation

Note: May use one sheet for multiple pieces of equipment but with the same *type* of Disposal Method. Please use a separate sheet for each different *type* of Disposal Method.

Information about Disposal:

Selling these two K9's for a \$1.00 to their handler's Sheriff Vance (Erorr) and Inv. Bailey (Hollis).

Please submit to the County Clerk (for agenda purposes) for submittal to the Board of Commissioners. A copy of this will be given to the Board of Commissioners for their consideration *prior* to said meeting.

Approved: _____
Chairman, Seward County Board of Commissioners

Date



14 Crosby Dr., 2nd Flr.,
Bedford, MA 01730
Tel: (978) 215-2400

October 15, 2025

Seward Co Sheriff Office
261 S 8th Street
Seward, NE 68434

RE: Extension to Maintenance and Support Agreement # 05394-003

By means of this letter, IDEMIA Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Seward Co Sheriff Office** Maintenance and Support Agreement for the period **Dec 20, 2025** through **Dec 19, 2026**.

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via Email at Tanisha.King@us.idemia.com at your soonest convenience.

IDEMIA I&S appreciates the opportunity to present this quote, which will remain valid for 90 calendar days from the quote date, after which availability and / or prices are subject to change.

If you have any questions or need further clarification, please contact me at (703) 775-7855 or e-mail Tanisha.King@us.idemia.com. Thank you in advance.

Thank you,

Tanisha King
Maintenance Agreement Specialist
IDEMIA Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC

Signed by: 

Printed Name: Christian Henry

Title: Sr. Vice President

Date: October 15, 2025

SEWARD CO Sheriff Office

Signed by: _____

Printed Name: _____

Title: _____

Date: _____

Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.

Exhibit A: Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 005394-003

CUSTOMER: Seward Co Sheriff Office

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
LiveScan	IDEMIA LiveScan System Desktop Tenprint, IDEMIA LiveScan System Software, FBI Appendix F Certified Tenprint 500PPI Scanner, Computer, monitor, keyboard, Standard Applicant profiles	NESPLSS060	1

ADDITIONAL TERMS

END OF LIFE

IDEMIA develops, manufactures, licenses and offers high technology products and services. In the ordinary course of its product development life cycle, IDEMIA will declare certain products as obsolete and end-of-life ("EOL"). In the event that IDEMIA determines that a product is EOL, IDEMIA shall endeavor to provide its customer with at least twelve (12) months advanced notice of the EOL date. Such notice shall include the planned last purchase order date and last shipment date for the EOL product. At the time that IDEMIA provides its customers with such EOL notice, IDEMIA shall further endeavor to provide its customer with notice of IDEMIA's intent to offer a next version of the product, or a new or substitute product or service with the same or similar functionality to the EOL product. IDEMIA's product EOL notice shall also include the planned period for any continued technical support of the EOL product. During any continued technical support period, IDEMIA will continue to use commercially reasonable efforts to repair the EOL product based on availability of parts and availability of trained technical support, however, IDEMIA does not warrant performance of the EOL product and IDEMIA will not prepare any further updates or maintenance fixes for the EOL product.

PRICE INCREASE

Price Protection. On the Effective Date of each year during the Term, either Party may notify the other in writing of any desired change in the price of any of the Products as a result of an increase or decrease in IDEMIA's actual costs in the maintenance and support of the Products. After a Party has received such notice, if such Party does not accept any or all of such price changes, IDEMIA and Customer shall negotiate in good faith for a period not to exceed ten (10) days. In the absence of agreement regarding any proposed price changes, the prices shall remain unchanged pending resolution pursuant the executive escalation. Any mutually agreed-upon change in the price for the Products will be documented in writing signed by Customer and IDEMIA and will be implemented on the date agreed by the Parties.

Inflation Adjustment. The Services prices identified above shall be adjusted for inflation on an annual basis during the term of this Agreement based upon the Consumer Price Index (CPI) appropriate for these Products and Services as of the Effective Date of the parties Agreement.

Exhibit B: Maintenance and Support Agreement - Number SA # 005394-003

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. **Customer Responsibility.**

2.1 Customer is responsible for running any installed anti-virus software.

2.2 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. **Seller Responsibility.**

3.1 **Anti-virus software.** At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 **Customer Notifications.** Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 **Account Reviews.** Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 **Remote Installation.** At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Exhibit C: Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 005394-003

Date October 15, 2025

New Term Effective

Start Dec 20, 2025

End Dec 19, 2026

For support on covered products, please contact Technical Help Desk at (800) 734-6241
or email at: AnaheimCSCenter@us.idemia.com

STANDARD SUPPORT

☒ **Advantage – Software Support**

- ◆ Telephone Response: 2 Hour
- ◆ Standard Releases & Updates
- ◆ Supplemental Releases & Updates
- ◆ Remote Dial-In Analysis
- ◆ Software Customer Alert Bulletins
- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM
- ◆ Unlimited Telephone Support
- ◆ Automatic Call Escalation

☒ **On-Site Hardware Support**

- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM
- ◆ Defective Parts Replacement
- ◆ Hardware Service Reporting
- ◆ Next Day PPM On-site Response
- ◆ Escalation Support
- ◆ Product Repair
- ◆ Hardware Vendor Liaison
- ◆ Hardware Customer Alert Bulletins
- ◆ Equipment Inventory Detail Management

☒ **Parts Support**

- ◆ Parts Ordered & Shipped Next Business Day
- ◆ Parts Customer Alert Bulletins

* If customer is providing their own on-site hardware support, the following applies:

- Customer Orders & Replaces Parts
- Telephone Technical Support for Parts Replacement Available

ADDITIONAL OPTIONS

☐ **Users Conference Attendance** (\$5,172.00 per Attendee) Year: 2025 Number Attendees Requested

Included in Registration Fee:

- Conference Registration
- Attendee package upon arrival
- All sessions and training listed on the agenda
- Social events listed on the agenda
- Meals and breaks listed on the agenda
- Hotel room from Monday arrival through Friday morning checkout
- Round trip air travel
- Ground transportation between the conference airport and the conference hotel

Not included in Registration Fee:

- Transportation fee to/from your home town airport
- Airport parking fees in your home town
- Meals during your travel
- Meals outside those included in the conference
- Airline baggage fees
- In-room expenses such as pay-per-view, mini-bar, room service, and any other hotel incidentals
- Extra days before or after the conference

\$ _____

GRAND TOTAL*:

\$ 2,060.00

*Exclusive of taxes if applicable

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)
Please note this is not an invoice. An invoice will be provided after receipt of the signed document.



14 Crosby Dr., 2nd Flr.,
Bedford, MA 01730
Tel: (978) 215-2400
Fax: (952) 945-3339

September 26, 2024

Chelsea Smith
Seward County Sheriff's Office
261 S. 8th Street
Seward, NE 68434
Csmith@sewardcountyne.gov
(402) 643-9453

RE: Extension to Maintenance and Support Agreement # 005394-003

Dear Chelsea Smith,

By means of this letter, IDEMIA Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Seward County Sheriff's Office** Maintenance and Support Agreement for the period **December 20, 2024** through **December 19, 2025**.

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via Email at Susie.molina@us.idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at (714) 238-2084 or e-mail Susie.molina@us.idemia.com. Thank you in advance.

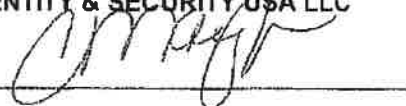
Thank you,

Susie Molina

Susie Molina
Maintenance Agreement Specialist
IDEMIA Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC

Signed by: 

Printed Name: Casey Mayfield

Title: Sr. Vice President

Date: September 26, 2024

SEWARD COUNTY SHERIFF'S OFFICE

Signed by: 

Printed Name: Brandon Noordhoek

Title: Sail Director

Date: 12/17/2024

Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.

Exhibit A: Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 005394-003

CUSTOMER: Seward County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
Livescan LSS-D	IDEMIA LiveScan System Desktop Tenprint, IDEMIA LiveScan System Software, FBI Appendix F Certified Tenprint 500PPI Scanner, Computer, monitor, keyboard	NESPLSS060	1

ADDITIONAL TERMS

END OF LIFE

IDEMIA develops, manufactures, licenses, and offers high technology products and services. In the ordinary course of its product development life cycle, IDEMIA will declare certain products as obsolete and end-of-life ("EOL"). In the event that IDEMIA determines that a product is EOL, IDEMIA shall endeavor to provide its customer with at least twelve (12) months advanced notice of the EOL date. Such notice shall include the planned last purchase order date and last shipment date for the EOL product. At the time that IDEMIA provides its customers with such EOL notice, IDEMIA shall further endeavor to provide its customer with notice of IDEMIA's intent to offer a next version of the product, or a new or substitute product or service with the same or similar functionality to the EOL product. IDEMIA's product EOL notice shall also include the planned period for any continued technical support of the EOL product. During any continued technical support period, IDEMIA will continue to use commercially reasonable efforts to repair the EOL product based on availability of parts and availability of trained technical support, however, IDEMIA does not warrant performance of the EOL product and IDEMIA will not prepare any further updates or maintenance fixes for the EOL product.

PRICE INCREASE

Price Protection. On the Effective Date of each year during the Term, either Party may notify the other in writing of any desired change in the price of any of the Products as a result of an increase or decrease in IDEMIA's actual costs in the maintenance and support of the Products. After a Party has received such notice, if such Party does not accept any or all of such price changes, IDEMIA and Customer shall negotiate in good faith for a period not to exceed ten (10) days. In the absence of agreement regarding any proposed price changes, the prices shall remain unchanged pending resolution pursuant the executive escalation. Any mutually agreed-upon change in the price for the Products will be documented in writing signed by Customer and IDEMIA and will be implemented on the date agreed by the Parties.

Inflation Adjustment. The Services prices identified above shall be adjusted for inflation on an annual basis during the term of this Agreement based upon the Consumer Price Index (CPI) appropriate for these Products and Services as of the Effective Date of the parties Agreement.

Exhibit B: Maintenance and Support Agreement - Number SA # 005394-003

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround, such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An Inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. **Customer Responsibility.**

2.1 Customer is responsible for running any installed anti-virus software.

2.2 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. **Seller Responsibility.**

3.1 **Anti-virus software.** At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 **Customer Notifications.** Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 **Account Reviews.** Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 **Remote Installation.** At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and Interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Exhibit C: Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 005394-003

Date September 26, 2024

New Term Effective

Start December 20, 2024

End December 19, 2025

For support on covered products, please contact Technical Help Desk at (800) 734-6241
or email at: AnaheimCSCenter@us.idemia.com

STANDARD SUPPORT

☒ **Advantage – Software Support**

- ◆ Telephone Response: 2 Hour
- ◆ Remote Dial-In Analysis
- ◆ Unlimited Telephone Support
- ◆ Standard Releases & Updates
- ◆ Software Customer Alert Bulletins
- ◆ Automatic Call Escalation
- ◆ Supplemental Releases & Updates
- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM

☒ **On-Site Hardware Support**

- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM
- ◆ Next Day PPM On-site Response
- ◆ Hardware Vendor Liaison
- ◆ Defective Parts Replacement
- ◆ Escalation Support
- ◆ Hardware Customer Alert Bulletins
- ◆ Hardware Service Reporting
- ◆ Product Repair
- ◆ Equipment Inventory Detail Management

☒ **Parts Support**

- ◆ Parts Ordered & Shipped Next Business Day
- ◆ Parts Customer Alert Bulletins

** If customer is providing their own on-site hardware support, the following applies:*

- Customer Orders & Replaces Parts
- Telephone Technical Support for Parts Replacement Available

GRAND TOTAL*:

\$ 1,962.00

**Exclusive of taxes if applicable*

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)
Please note this is not an invoice. An invoice will be provided after receipt of the signed document.