

**NOTICE OF PUBLIC MEETINGS OF SEWARD COUNTY BOARD OF
COMMISSIONERS AND SEWARD COUNTY BOARD OF EQUALIZATION
TUESDAY, DECEMBER 9, 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, December 9, 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 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 December 9, 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 November 25, 2025
4. Discuss/Action – Assessor Information Update
5. Discuss/Action – Agenda for December 23, 2025

Known items on the agenda for Board of Commissioners on December 9, 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 December 2, 2025
4. Consent Agenda:
 - a) County Clerk Fee Report for November 2025 - \$33,056.92
 - b) Clerk of District Court Fee Report for November 2025 - \$2,986.72
 - c) Surplus Property Disposal Request for Public Transit
 - d) Surplus Property Disposal Request for Road/Weed Department
 - e) Utility Permit for Norris Public Power District to Bore in the Right-of-Way 730' South of 210th Road & Old Mill Road in the NE ¼ of Section 7, Township 11 North, Range 4 East of the 6th p.m. to Install Electrical Wire
 - f) Utility Permit for Norris Public Power District to Bore in the Right-of-Way 1,300' South of 252nd Road & Bluff Road in the NE ¼ of Section 22, Township 11 North, Range 3 East of the 6th p.m. to Install Electrical Wire

Other Business Matters to Address When Time Allows

5. Discuss/Action - Public/Organizations/Officials
6. Commissioner Reports
7. Discuss/Action – Review & Approval of Purchase Order Policy for the Sheriff's Office Forfeiture Funds

8. Discuss/Action – Approve SouthEast Nebraska Development District (SENDD) Interlocal Agreement & Bylaws
9. Discuss/Action – Commissioner Meeting on January 6, 2026
10. Discuss/Action – Executive Session – Personnel
11. Discuss/Action – Agenda for December 16, 2025
- 9:05 a.m.** Discuss/Action – Update on Fencing Options for Missile Base
- 9:15 a.m.** Discuss/Action – Accept letter of Retirement of Gary Petersen, Emergency Management Director, Effective January 2, 2026

Discussion Only – Future of Emergency Management Department
- 9:45 a.m.** Discussion Only – 420th Road Paving Project and Potential Bond Considerations
- 10:15 a.m.** Discuss/Action – Agricultural Haul Route Challenges
- 10:30 a.m.** Discuss/Action – Consider Potentially Vacating Rokeby Road between 392nd Road & 406th Road in M Precinct between Sections 25 & 36, Township 9 North, Range 1 East of the 6th p.m.
- 10:45 a.m.** Discuss/Action – Authorize Chair to Sign Contract with Campbell Cleaning for Janitorial Services
- 11:00 a.m.** Discuss/Action – Authorize Chair to Sign Contract with Vanguard Appraisals for Assessor Website Renewal

Discuss/Action – Authorize Chair to Sign Contract with Vanguard Appraisals for Assessor Archive

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

Seward County Government Home Page
Posted 12/08/2025

COUNTY CLERK FEE REPORT FOR THE MONTH OF NOVEMBER 2025

| | |
|-----------------------------------|-------------|
| TOTAL DOCUMENTARY STAMP FEES: | |
| COUNTY SHARE DOCUMENTARY FEES: | \$5,565.05 |
| STATE SHARE DOCUMENTARY FEES: | \$20,258.87 |
| ELECTION FEES: | \$0.00 |
| REIMBURSABLE ELECTION COSTS: | \$0.00 |
| MARRIAGE LICENSE FEES: | \$125.00 |
| CANDIDATE FILING FEES: | \$0.00 |
| DOCUMENT REGULAR FILING FEES: | \$5,799.00 |
| ROD FUND | \$867.00 |
| ROD MISC: | \$0.00 |
| ELECTRONIC COPIES: | \$0.00 |
| COPIES: | \$412.00 |
| LICENSES: | \$0.00 |
| SALE OF PLAT BOOKS | \$27.85 |
| CITY SALES TAX | \$0.56 |
| STATE SALES TAX | \$1.53 |
| POSTAGE | \$0.00 |
| COMMISSION | \$0.06 |
| MISC FEE: | \$0.00 |
| TOTAL FEES: | \$33,056.92 |

Seward District Court
Detail Fee Forecast Report
For the Month of November, 2025

Page 1

Agency Name: Seward County Treasurer

| GL Acct | Account Description | Case | ID | Amount |
|-------------------|------------------------|-------|-----|--------|
| 310 | Petition | CI 25 | 129 | 35.00 |
| 310 | Petition | CI 25 | 135 | 35.00 |
| 310 | Petition | CI 25 | 138 | 35.00 |
| 310 | Petition | CI 25 | 140 | 35.00 |
| GL ACCT Sub Total | | | | 140.00 |
| | | | | |
| 315 | Information | CR 23 | 138 | 35.00 |
| 315 | Information | CR 24 | 27 | 35.00 |
| 315 | Information | CR 25 | 22 | 35.00 |
| 315 | Information | CR 25 | 33 | 35.00 |
| 315 | Information | CR 25 | 37 | 35.00 |
| 315 | Information | CR 25 | 48 | 35.00 |
| 315 | Information | CR 25 | 49 | 35.00 |
| GL ACCT Sub Total | | | | 245.00 |
| | | | | |
| 321 | Automation Fee | CR 23 | 138 | 8.00 |
| 321 | Automation Fee | CR 24 | 27 | 8.00 |
| 321 | Automation Fee | CR 25 | 22 | 8.00 |
| 321 | Automation Fee | CR 25 | 33 | 8.00 |
| 321 | Automation Fee | CR 25 | 37 | 8.00 |
| 321 | Automation Fee | CR 25 | 48 | 8.00 |
| 321 | Automation Fee | CR 25 | 49 | 8.00 |
| GL ACCT Sub Total | | | | 56.00 |
| | | | | |
| 335 | Transcript of Lien | CI 25 | 131 | 25.00 |
| 335 | Transcript of Lien | CI 25 | 132 | 25.00 |
| GL ACCT Sub Total | | | | 50.00 |
| | | | | |
| 344 | NSC Education Fee | CR 23 | 138 | 1.00 |
| 344 | NSC Education Fee | CR 24 | 27 | 1.00 |
| 344 | NSC Education Fee | CR 25 | 22 | 1.00 |
| 344 | NSC Education Fee | CR 25 | 33 | 1.00 |
| 344 | NSC Education Fee | CR 25 | 37 | 1.00 |
| 344 | NSC Education Fee | CR 25 | 48 | 1.00 |
| 344 | NSC Education Fee | CR 25 | 49 | 1.00 |
| GL ACCT Sub Total | | | | 7.00 |
| | | | | |
| 345 | Dispute Resolution Fee | CR 23 | 138 | .75 |
| 345 | Dispute Resolution Fee | CR 24 | 27 | .75 |
| 345 | Dispute Resolution Fee | CR 25 | 22 | .75 |

Seward District Court
Detail Fee Forecast Report
For the Month of November, 2025

Page 2

| | | | | |
|-------------------|---------------------------|-------|-----|-------|
| 345 | Dispute Resolution Fee | CR 25 | 33 | .75 |
| 345 | Dispute Resolution Fee | CR 25 | 37 | .75 |
| 345 | Dispute Resolution Fee | CR 25 | 48 | .75 |
| 345 | Dispute Resolution Fee | CR 25 | 49 | .75 |
| | | | | ----- |
| GL ACCT Sub Total | | | | 5.25 |
| | | | | |
| 346 | Indigent Defense Fee | CR 23 | 138 | 3.00 |
| 346 | Indigent Defense Fee | CR 24 | 27 | 3.00 |
| 346 | Indigent Defense Fee | CR 25 | 22 | 3.00 |
| 346 | Indigent Defense Fee | CR 25 | 33 | 3.00 |
| 346 | Indigent Defense Fee | CR 25 | 37 | 3.00 |
| 346 | Indigent Defense Fee | CR 25 | 48 | 3.00 |
| 346 | Indigent Defense Fee | CR 25 | 49 | 3.00 |
| | | | | ----- |
| GL ACCT Sub Total | | | | 21.00 |
| | | | | |
| 347 | Uniform Data Analysis Fee | CR 23 | 138 | 1.00 |
| 347 | Uniform Data Analysis Fee | CR 24 | 27 | 1.00 |
| 347 | Uniform Data Analysis Fee | CR 25 | 22 | 1.00 |
| 347 | Uniform Data Analysis Fee | CR 25 | 33 | 1.00 |
| 347 | Uniform Data Analysis Fee | CR 25 | 37 | 1.00 |
| 347 | Uniform Data Analysis Fee | CR 25 | 48 | 1.00 |
| 347 | Uniform Data Analysis Fee | CR 25 | 49 | 1.00 |
| | | | | ----- |
| GL ACCT Sub Total | | | | 7.00 |
| | | | | |
| 370 | J.R.F. | CR 23 | 138 | 6.00 |
| 370 | J.R.F. | CR 24 | 27 | 6.00 |
| 370 | J.R.F. | CR 25 | 22 | 6.00 |
| 370 | J.R.F. | CR 25 | 33 | 6.00 |
| 370 | J.R.F. | CR 25 | 37 | 6.00 |
| 370 | J.R.F. | CR 25 | 48 | 6.00 |
| 370 | J.R.F. | CR 25 | 49 | 6.00 |
| | | | | ----- |
| GL ACCT Sub Total | | | | 42.00 |
| | | | | |
| 371 | Filing Fee-JRF | CR 23 | 138 | 7.00 |
| 371 | Filing Fee-JRF | CR 24 | 27 | 7.00 |
| 371 | Filing Fee-JRF | CR 25 | 22 | 7.00 |
| 371 | Filing Fee-JRF | CR 25 | 33 | 7.00 |
| 371 | Filing Fee-JRF | CR 25 | 37 | 7.00 |
| 371 | Filing Fee-JRF | CR 25 | 48 | 7.00 |
| 371 | Filing Fee-JRF | CR 25 | 49 | 7.00 |
| | | | | ----- |
| GL ACCT Sub Total | | | | 49.00 |
| | | | | |
| 374 | Civil Legal Services Fund | CR 23 | 138 | 1.00 |
| 374 | Civil Legal Services Fund | CR 24 | 27 | 1.00 |
| 374 | Civil Legal Services Fund | CR 25 | 22 | 1.00 |

Seward District Court
Detail Fee Forecast Report
For the Month of November, 2025

Page 3

| | | | | |
|-----|---------------------------|-------|----|------|
| 374 | Civil Legal Services Fund | CR 25 | 33 | 1.00 |
| 374 | Civil Legal Services Fund | CR 25 | 37 | 1.00 |
| 374 | Civil Legal Services Fund | CR 25 | 48 | 1.00 |
| 374 | Civil Legal Services Fund | CR 25 | 49 | 1.00 |

| | | | |
|-------------------|-------|--|------|
| | ----- | | 7.00 |
| GL ACCT Sub Total | | | |

| | | | | |
|-----|----------|-------|-----|------|
| 375 | L.E.I.F. | CR 23 | 138 | 2.00 |
| 375 | L.E.I.F. | CR 24 | 27 | 2.00 |
| 375 | L.E.I.F. | CR 25 | 22 | 2.00 |
| 375 | L.E.I.F. | CR 25 | 33 | 2.00 |
| 375 | L.E.I.F. | CR 25 | 37 | 2.00 |
| 375 | L.E.I.F. | CR 25 | 48 | 2.00 |
| 375 | L.E.I.F. | CR 25 | 49 | 2.00 |

| | | | |
|-------------------|-------|--|-------|
| | ----- | | 14.00 |
| GL ACCT Sub Total | | | |

| | | | | |
|-----|-------------------------|-------|-----|------|
| 379 | Legal Aid/Services Fund | CR 23 | 138 | 6.25 |
| 379 | Legal Aid/Services Fund | CR 24 | 27 | 6.25 |
| 379 | Legal Aid/Services Fund | CR 25 | 22 | 6.25 |
| 379 | Legal Aid/Services Fund | CR 25 | 33 | 6.25 |
| 379 | Legal Aid/Services Fund | CR 25 | 37 | 6.25 |
| 379 | Legal Aid/Services Fund | CR 25 | 48 | 6.25 |
| 379 | Legal Aid/Services Fund | CR 25 | 49 | 6.25 |

| | | | |
|-------------------|-------|--|-------|
| | ----- | | 43.75 |
| GL ACCT Sub Total | | | |

| | | | | |
|-----|--------------|-------|----|--------|
| 382 | 10% Bond Fee | CR 25 | 14 | 200.00 |
|-----|--------------|-------|----|--------|

| | | | |
|-------------------|-------|--|--------|
| | ----- | | 200.00 |
| GL ACCT Sub Total | | | |

| | | | | |
|-----|-----------------------|-------|----|------|
| 384 | Seal Cert/Auth Copies | 00 | | 1.00 |
| 384 | Seal Cert/Auth Copies | CI 18 | 58 | 2.00 |

| | | | |
|-------------------|-------|--|------|
| | ----- | | 3.00 |
| GL ACCT Sub Total | | | |

| | | | | |
|-----|-----------------------------|-------|-----|-------|
| 385 | Comp Rec/Records Management | CI 25 | 129 | 15.00 |
| 385 | Comp Rec/Records Management | CI 25 | 131 | 15.00 |
| 385 | Comp Rec/Records Management | CI 25 | 132 | 15.00 |
| 385 | Comp Rec/Records Management | CI 25 | 135 | 15.00 |
| 385 | Comp Rec/Records Management | CI 25 | 138 | 15.00 |
| 385 | Comp Rec/Records Management | CI 25 | 140 | 15.00 |
| 385 | Comp Rec/Records Management | CR 23 | 138 | 15.00 |
| 385 | Comp Rec/Records Management | CR 24 | 27 | 15.00 |
| 385 | Comp Rec/Records Management | CR 25 | 22 | 15.00 |
| 385 | Comp Rec/Records Management | CR 25 | 33 | 15.00 |
| 385 | Comp Rec/Records Management | CR 25 | 37 | 15.00 |
| 385 | Comp Rec/Records Management | CR 25 | 48 | 15.00 |
| 385 | Comp Rec/Records Management | CR 25 | 49 | 15.00 |

| | | | |
|-------------------|-------|--|--------|
| | ----- | | 195.00 |
| GL ACCT Sub Total | | | |

Seward District Court
Detail Fee Forecast Report
For the Month of November, 2025

Page 4

| | | | | |
|-------------------|------------------------------|-------|-----|----------|
| 386 | Photocopy Fees | 00 | | 14.00 |
| 386 | Photocopy Fees | CI 18 | 58 | 37.00 |
| | | | | ----- |
| GL ACCT Sub Total | | | | 51.00 |
| | | | | |
| 390 | Interest on Bank Account | 00 | | 89.32 |
| | | | | ----- |
| GL ACCT Sub Total | | | | 89.32 |
| | | | | |
| 420 | County Court Fees | CR 23 | 138 | 51.00 |
| 420 | County Court Fees | CR 24 | 27 | 51.00 |
| 420 | County Court Fees | CR 24 | 57 | 57.00 |
| 420 | County Court Fees | CR 25 | 22 | 51.00 |
| 420 | County Court Fees | CR 25 | 33 | 49.00 |
| 420 | County Court Fees | CR 25 | 37 | 51.00 |
| 420 | County Court Fees | CR 25 | 48 | 49.00 |
| 420 | County Court Fees | CR 25 | 49 | 51.00 |
| | | | | ----- |
| GL ACCT Sub Total | | | | 410.00 |
| | | | | |
| 447 | Service Fees | CR 23 | 138 | 54.40 |
| 447 | Service Fees | CR 25 | 33 | 18.50 |
| 447 | Service Fees | CR 25 | 49 | 18.50 |
| | | | | ----- |
| GL ACCT Sub Total | | | | 91.40 |
| | | | | |
| 499 | Fines | CR 14 | 85 | 40.00 |
| 499 | Fines | CR 22 | 51 | 550.00 |
| 499 | Fines | CR 22 | 136 | 10.00 |
| 499 | Fines | CR 25 | 19 | 30.00 |
| | | | | ----- |
| GL ACCT Sub Total | | | | 630.00 |
| | | | | |
| 984 | Passport Processing Fee-Coun | 00 | | 630.00 |
| | | | | ----- |
| GL ACCT Sub Total | | | | 630.00 |
| | | | | |
| AGENCY Sub Total | | | | 2,986.72 |
| | | | | ----- |
| GRAND TOTAL | | | | 2,986.72 |

STATE OF NEBRASKA
COUNTY OF SEWARD

I, Sheila Lueders, Clerk of the District Court of Seward County, Nebraska, do hereby
certify that the foregoing is a true and correct REPORT OF EARNED/REIMBURSED FEES
COLLECTED in my office for the month of November, 2025.

Sheila Lueders
Clerk of the District Court



SUBSCRIBED in my presence this 2nd day of December, 2025,

Brandy Johnson
County Clerk



Surplus Property Disposal Request

Date: 12-1-25
Name of Office: Public Transit
Name of Dept. Head: Brandy Hafer
Type of Personal Property or Mobile Equipment: Desk top organizer

Estimated Value: 0

Disposal Method Type: (Circle One) Waste

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:

Organizer that sits on top of desk.

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 Disposal Request

Date: 12/4/2025

Name of Office: Road Department

Name of Dept. Head: Jon Regnier

Type of Personal Property or Mobile Equipment: _____

1) Dell Inspiron Laptop with Windows 7

Estimated Value: \$0

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:

Recycle through Ray Forman (who refurbishes old electronics for Vets in need)

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

UTILITY PERMIT NO. _____

SEWARD COUNTY DEPARTMENT OF ROADS

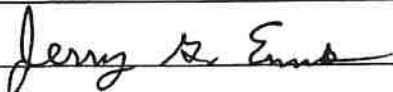
**Permit to Construct Utilities
on County Right-of-Way**

DATE: November 25, 2025

APPLICANT NAME (PRINT): Jerry Enns PHONE: 402-228-2827

COMPANY NAME: Norris Public Power District

ADDRESS: 606 Irving Street, Beatrice, NE 68310

SIGNATURE: 

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: Crossing to be 730' south of the intersection of 210th and Old Mill Rd.
Northeast Quarter of Section 7, Township 11 North, Range 4 East, Seward County

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 X Voltage 7.2 kV

Natural Gas _____ Pipe Size and Type _____

Other _____

PROPOSED METHOD OF INSTALLATION:

Open Trench _____ Width _____ Depth _____

Continuous Bore X Size 2" Depth 5'

Encasement Pipe _____ Size _____ Type _____

Plowing _____ Length _____ Depth _____

Power Poles _____

NAME, ADDRESS and PHONE NUMBER OF CONTRACTOR PERFORMING THE WORK

Oswald Electric, 2636 West Milford Rd, Milford, NE 68405

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.

- 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:

Paul Cowan

Name (print)

402-643-2951

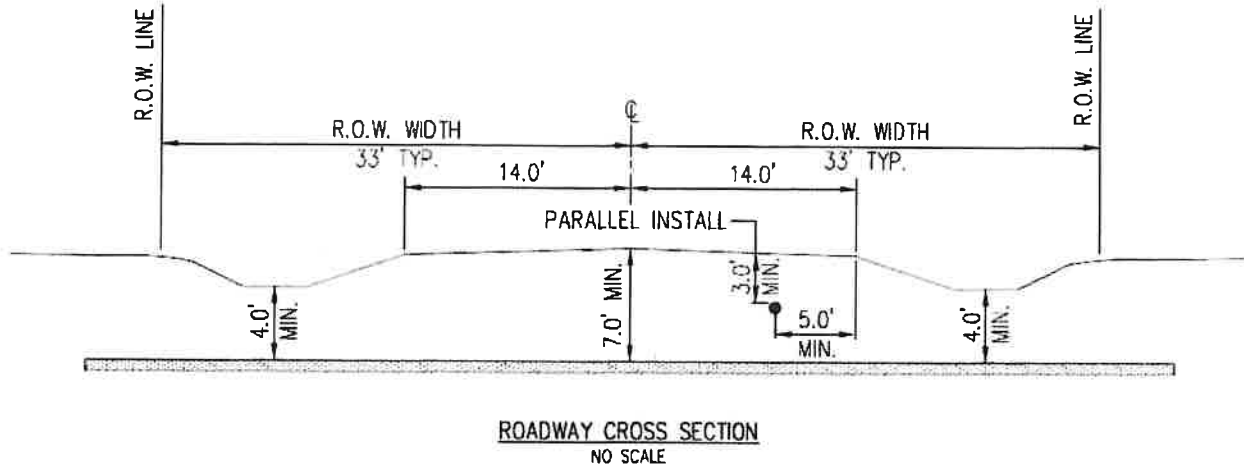
402-641-1577

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 underground electric utility crossing in accordance with the permit requirements
(utility)
and provisions included as a part of this permit.

Company: Norris Public Power District

Address: 606 Irving Street, Beatrice, NE 68310

Phone: 402-228-2827

Signature: Jerry A. Smith

11/25/25
Date

EXECUTION BY SEWARD COUNTY

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

Seward County Authorized Representative

Date

INSURANCE and INDEMNIFICATION REQUIREMENTS

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

A. Workers Compensation and Employers Liability Insurance

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

B. Commercial General Liability Insurance

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

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

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

C. Automobile Liability Insurance

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

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

D. Certificate of Insurance

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

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

E. Indemnification-Hold Harmless

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

APPLICANT

Jerry M. Emme

11/25/25

Date

REPRESENTATIVE

Norris Public Power District

UTILITY PERMIT NO. _____

SEWARD COUNTY DEPARTMENT OF ROADS

**Permit to Construct Utilities
on County Right-of-Way**

DATE: November 25, 2025

APPLICANT NAME (PRINT): Jerry Enns

PHONE: 402-228-2827

COMPANY NAME: Norris Public Power District

ADDRESS: 606 Irving Street, Beatrice, NE 68310

SIGNATURE: 

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: Crossing to be 1,300' south of the intersection of 252nd and Bluff Rd.
Northeast Quarter of Section 22, Township 11 North, Range 3 East, Seward County

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 X Voltage 7.2 kV

Natural Gas _____ Pipe Size and Type _____

Other _____

PROPOSED METHOD OF INSTALLATION:

Open Trench _____ Width _____ Depth _____

Continuous Bore X Size 2" Depth 5'

Encasement Pipe _____ Size _____ Type _____

Plowing _____ Length _____ Depth _____

Power Poles _____

NAME, ADDRESS and PHONE NUMBER OF CONTRACTOR PERFORMING THE WORK

Oswald Electric, 2636 West Milford Rd, Milford, NE 68405

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.

- 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: _____

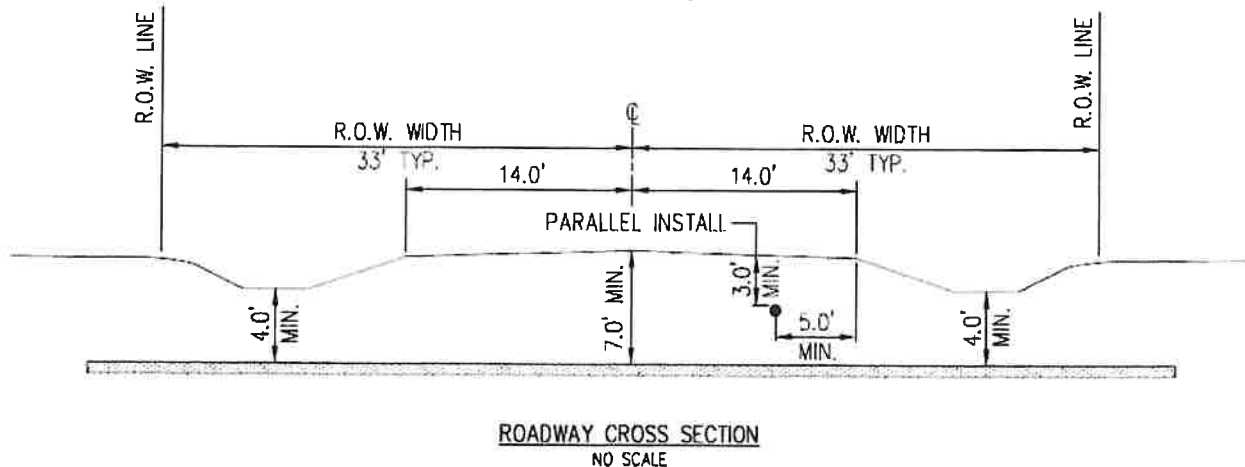
Methods of Installation (circle appropriate): Boring Plowing Trenching Power Poles

Other Requirements: _____

Applicant's emergency contact:

| | | |
|----------------|--------------|------------|
| Paul Cowan | | |
| Name (print) | | |
| 402-643-2951 | 402-641-1577 | |
| 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 underground electric utility crossing in accordance with the permit requirements and provisions included as a part of this permit.

Company: Norris Public Power District

Address: 606 Irving Street, Beatrice, NE 68310

Phone: 402-228-2827

Signature: *Jerry R. Ems*

Date: 11/25/25

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

Jerry A. Empe

11/25/25
Date

REPRESENTATIVE Norris Public Power District



SEWARD COUNTY SHERIFF'S OFFICE

261 SOUTH 8TH STREET SUITE 245
SEWARD, NE 68434

PHONE (402) 643-2359

FAX (402) 643-4852

Purchase Order Asset Forfeiture

Purchasing Information:

Funding Source: ☐ Asset Forfeiture – Treasury / ☐ Asset Forfeiture – Justice (check one)

Purchase Order: _____

Date: _____

Requested By: _____
(Name, Title)

Department: ☐ Seward County Sheriff's Department ☐ Investigation Division
☐ Patrol Division ☐ Civil Process Division
☐ Federal Task Force ☐ K-9 Division

Vendor Information:

Vendor Name: _____

Vendor Address: _____

Phone and Email: _____

SAM.GOV Approved: ☐ yes ☐ no

Purchase Details:

| Item No. | Description of Goods/Services | Quantity | Unit Cost | Total Cost |
|-----------------|-------------------------------|----------|-----------|------------|
| 1. | _____ | _____ | \$ _____ | \$ _____ |
| 2. | _____ | _____ | \$ _____ | \$ _____ |
| Subtotal | | | | \$ _____ |
| Total Estimated | | | | \$ _____ |
| Cost | | | | \$ _____ |

Purchase Justification: _____

Approvals:

| Role/Title | Name | Signature/E-Signature | Date |
|-------------------------------|-------|-----------------------|-------|
| Commissioner | _____ | _____ | _____ |
| Sheriff / Authorized Official | _____ | _____ | _____ |

Seward County Drug Task Force

The Seward County Sheriff's Office recognizes that criminal interdiction efforts and appropriately applied forfeiture laws are helpful to enforce the law, deter crime and reduce the economic incentive of crime. However, the potential for revenue should never compromise the effective investigation of criminal offenses, officer safety, or any person's due process rights. It is the policy of the Seward County Sheriff's Office that all members, including those assigned to internal or external law enforcement task force operations, shall comply with all state and federal laws pertaining to asset forfeiture.

Purpose:

To establish policy and procedure with regard to the expenditure of asset forfeiture funds. The goal is to establish procedures that provide guidance and direction to the Seward County Sheriff's Office when funds are expended that ensure transparency and proper oversight.

Federal Equitable Sharing Program:

Employees shall abide by all federal rules and guidelines pertaining to the equitable sharing of forfeited assets. Specific rules and regulations regarding the federal equitable sharing program can be found in the current U.S. Department of Treasury's, and the U.S. Department of Justice Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies.

Forfeited Asset Committee (FAC):

The purpose of the FAC is to ensure that the expenditure of forfeited assets are in compliance with the federal rules, transparent, and allocated in such a way that takes into account the resource needs of

the Seward County Sheriff's Office and other local law enforcement agencies. The FAC shall meet once a month.

The FAC shall be comprised of the Seward County Sheriff, one member of the Seward County Sheriff's Department to be designated by the Sheriff, two county commissioners as designated by the Chairperson of the Seward County Board.

The Seward County Sheriff or his designee shall complete the Purchase Order Asset Forfeiture form and forward the form to the other members of the FAC.

The FAC reviews purchase requests at a regular meeting where they recommend approval, denial, or postponement pending further review. The FAC's decision or recommendation is then forwarded to the Sheriff. Should an impasse occur with the FAC members the request will be forwarded to the Seward County Board of Commissioners for approval or denial.

The purchase can then be made with the Sheriff providing the Seward County Clerk with a signed and or initialed properly coded invoice. The Clerk will then proceed with the claims process with final approval being made by the Seward County Board of Commissioners as part of the established review and approval of all claims for payment against Seward County.

**ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT
TO JOIN
SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT**

WHEREAS, the many local governments, including municipalities and counties in the Southeastern Nebraska region and specifically the area included within Butler, Fillmore, Gage, Jefferson, Johnson, Lancaster, Nemaha, Otoe, Polk, Pawnee, Richardson, Saline, Saunders, Seward, Thayer and York Counties in the State of Nebraska, form one regional community with a citizenry bound together physically, socially and economically and serviced by not just one unit of local government but by the many; and,

WHEREAS, the Interlocal Cooperation Act, Sections 13-801 through 13-827, Nebraska Revised Statutes (Reissue 2022), authorizes the joint exercise of powers, privileges, and authority by agreement of two or more public agencies of any power common to them; and,

WHEREAS, notwithstanding any language herein, it is the intention of Seward County to continue as a member of the Development District described herein and created October 25, 1977 under authority of Sections 13-1901 to 13-1907, Nebraska Revised Statutes (Reissue 1997) (hereinafter referred to as the Development District Act); and

WHEREAS, expansion of the concept of cooperation among local government while strengthening local home rule is the best solution for dealing with regional challenges beyond individual capabilities; and,

WHEREAS, the Southeast Nebraska Development District, hereinafter referred to as SENDD, provides the political subdivisions of Seward County an opportunity to participate with other local governments in the region to resolve problems and develop policies and plans that are common and regional in nature; and,

WHEREAS, SENDD has amended its bylaws to allow for the acquisition, ownership, and sale of property and pursue the creation of a 501c organization to expand eligibility for new financial resources; and

NOW, THEREFORE BE IT RESOLVED, in consideration of the covenants contained herein, the signing party agrees:

1. That there has been formed SENDD, a Development District created to serve a 16-county area of Southeastern Nebraska and which is formed, financed, organized and shall operate and may be dissolved in accordance with the provisions of this Agreement and its Bylaws.

2. That the effective date for formation of SENDD shall be the same as the date on which Bylaws were first adopted and shall remain in effect for an initial term of one year from such date. The term shall thereafter be perpetual in the sense that there is no established termination date as it is the intent of the signatory parties that SENDD be a permanent organization. Such permanent existence is subject to the statutory requirements of the Development District Act which imposed certain minimum requirements on the membership composition of a Development District.

3. That SENDD was created as an organization of units of general purpose local governments; that memberships shall be open to all counties and municipalities in the 16-county region which meet

the terms and conditions of this Agreement and the organization's bylaws; and, that each member unit of government shall be represented by its chief elected official in the determination of general policy of SENDD while specific policy and staff matters shall be determined by a Board of Directors whose membership shall be constituted as specified in the Bylaws of the organization.

4. That Bylaws have been adopted which effectively establish the operational terms of this Agreement.

5. **That SENDD shall have the following purposes and powers:**

- A. To serve as a mutual forum to identify, discuss, study, and bring into focus regional challenges and opportunities.
- B. To serve as a vehicle for the collection and exchange of information of regional interest
- C. To provide a continuing organizational machinery to ensure effective communication and coordination among governments and agencies.
- D. To foster, develop and review policies, plans and priorities for regional growth, development and conservation.
- E. To facilitate agreements and cooperative action proposals among member governments for specific projects or other inter-related development needs and for the adoption of common policies and plans with respect to common regional challenges.
- F. To maintain liaison with members, governmental units and groups or organizations and to serve as regional spokesman for local government.
- G. To furnish general and technical aid to member governments to promote and accomplish agency approved agreements, policies and plans.
- H. To review and coordinate federal, state and local programs of regional importance.
- I. To sponsor programs and projects in the interest of promoting the above purposes.
- J. *To rent, lease, purchase, own, sell or otherwise acquire or dispose of both real and personal property in the manner of acquiring, holding and disposing of said real and personal property as determined by SENDD.*
- K. *To create a nonprofit organization that reflects a regional focus and allows for the pursuit of additional financial resources.*
- L. *To enter into any contracts, agreements, documents, instruments, notes, deeds, mortgages, deeds of trust, or other documents of conveyance or indebtedness, with the approval of the majority of the Board of Directors.*
- M. To engage in any lawful act or activity not inconsistent with the Interlocal Cooperation Act as the same is now in effect or as may be hereafter amended.

6. That the members of SENDD shall pay an annual fee for the maintenance of an annual budget. Said fee shall be determined by the Board of Directors following approval of the proposed budget and work program for the succeeding year; and, SENDD shall be entitled to receive gifts, grants and bequests to assist in its maintenance.

7. That SENDD, to effectively pursue its purposes, shall maintain a staff, one of which shall be an Executive Director who may, on behalf of the organization, enter into agreements for grants and gifts from public and private sources for implementation of the organization's adopted work program.

8. This Agreement shall be terminated by failure to pay the annual contribution as asked by SENDD or by resolution terminating the agreement submitted to the SENDD Board of Directors by the signing political subdivision.

9. That assets accumulated by SENDD shall be distributed evenly between the members in good standing at the time and in the event SENDD is dissolved.

10. Any signatory party, not having withdrawn from this agreement, may request an amendment to this agreement. Any such amendment, or amendments, will not be effective unless, and until, all signatory parties who are members at the time the amendment or amendments are proffered, agree, in writing, to such amendment or amendments.

11. Seated members of the SENDD Board of Directors may, by a simple majority vote of those members, adopt a resolution recognizing a county as a non-member. Such status shall only be granted when the requesting county declines to become a member in good standing and when such decision represents an obstacle to attaining or maintaining continuity of county boundaries as may be required by certain Federal and State regulations. Any county seeking such status shall do so by resolution submitted to the Board of Directors. Any county granted status shall enjoy no rights or privileges of membership.

12. This agreement, or any amendment to this agreement, may be signed in any number of counterparts, each of which will be an original, but all of which when taken together will constitute one agreement, or amendment to the agreement as the case might be.

13. That the effective date of this agreement shall be the same as the date when first executed by the Chairperson of the Seward County Board of Commissioners.

AND BE IT FURTHER RESOLVED, by the Board of Commissioners of Seward County, Nebraska on this _____ day of _____, 20____.

Chair, County Board of Commissioners
Seward County.

ATTEST:

County Clerk

12/01/2025

I am writing to inform you of my decision to retire as Emergency Management Director, with my final day being January 2, 2026.

I appreciate the opportunity to have serve Seward County for over 31 years, York County for over 17 years and the opportunity to work with the best response agencies and fire/rescue departments in the country.

Respectfully,



Gary Petersen



Commercial / Residential Cleaning Services

PO BOX 366 Seward, NE 68434 402-643-6054

CONTRACTUAL AGREEMENT FOR JANITORIAL SERVICES

This agreement dated November 24, 2025, is between ECES Incorporated, DBA Campbell Cleaning (herein referred to as ECES) and Seward County, (herein referred to as COUNTY). The COUNTY desires ECES to supply contract cleaning services at: Seward County Courthouse, 529 Seward Street, Seward, NE 68434.

1. Beginning on January 1, 2025, ECES will provide janitorial services as agreed between the COUNTY and ECES. A task list may be attached as Exhibit A (but is not required). Other Exhibits (B,C D, etc.) may be added for descriptive purposes as is deemed necessary by the COUNTY and/or ECES.
2. All personnel furnished by ECES will be employees of ECES. ECES will pay all salaries and expenses, including federal and state taxes, and any other payroll taxes relating to such personnel. ECES will carry workmen's compensation insurance for such personnel. ECES will be considered an independent contractor and will not at any time directly or indirectly act as an agent, servant, or employee of the COUNTY or make any commitments, or incur any liabilities on behalf of the COUNTY without a written consent.
3. During the term of this agreement, the COUNTY shall not directly or indirectly hire any person employed by ECES.
4. If requested by the County, prior to being provided access to the Seward County Courthouse for the purpose of providing services as described herein, each employee of ECES shall cooperate with and sign any releases necessary in order to participate in a background check to be conducted by Seward County.
5. Any information or document observed or learned while in performance of services under this contract is confidential and shall not be disseminated or utilized, in any way, by any ECES employee or contractor. Dissemination or utilization of such information shall result in immediate revocation of access to the Seward County Courthouse by the responsible employee(s) and/or contractor(s). In the event ECES discovers that information has been observed or learned by its employee or contractor, whether disseminated or not, ECES shall immediately notify a representative of the involved office.

6. ECES is responsible for the direct supervision of its own personnel through its designated representative and such representative will be available at all reasonable times to report and confer with the designated representative of the COUNTY with respect to services rendered.

7. The COUNTY shall make payment to Campbell Cleaning for services rendered at the rate of \$1810.00 per month per month, payable at the address provided herein. First billing will be made on the first day of services and will be payable in 14 days. Subsequent billings and due dates will be monthly. ECES will give the COUNTY at least thirty (30) days notice of any price change for services rendered and the COUNTY will notify ECES of any changes of the areas covered by this agreement and any additions or changes to or in the COUNTY'S premises. Monthly charges will be adjusted accordingly for changes to the services by either party. ECES will perform all services required, except when prevented by strike, lockout, act of God, accident, or other circumstance beyond its control.

8. The Agreement is cleaning Monday through Friday, excluding Federal holidays. If the County requests cleaning on a federal holiday, the rate attributable to that day will be doubled. In the event there are special events on Saturday or Sunday, there will be an additional charge invoiced.

9. Pursuant to Neb. Rev. Stat. § 4-114, ECES warrants that they have registered with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

10. ECES agrees to, and shall indemnify and hold harmless Seward County, including without limitation, its employees and agents, from any all losses, liabilities, claims, damages and expenses, incurred or suffered by an agent or employee of ECES while such agent or employee is engaged in performing services pursuant to the contract between the County and ECES, provided, however, that such indemnity shall not apply to losses, liabilities, claims, damages or expenses incurred or suffered by an agent or employee of ECES which are proximately caused by the intentional or negligent act or omission of an agent or employee of the County.

11. ECES agrees to provide, at its own expense, liability insurance to indemnify itself in the event it becomes liable for payment of a judgment based upon the acts or omissions of its agents and employees in performing the contract.

12. Activities performed by ECES staff will be under the supervision and control and performed as employees or independent contractors of ECES for all purposes including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Provisions of the Internal Revenue Code, Nebraska revenue and taxation law, Nebraska workers' compensation law, and Nebraska employment insurance law, and other applicable laws. Further, ECES agrees to, and shall indemnify and hold harmless the County, including without limitation, its employees and independent contractors, from any all losses, liabilities, claims, damages and expenses, incurred or suffered while such independent contractor or employee is engaged in performing services pursuant to this provision of the agreement.

13. ECES, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap. In the event of noncompliance by ECES, the County shall impose such contract sanctions to include a. Withholding of payments to ECES under the contract until ECES complies, and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.

14. This agreement shall continue in effect from the date services begin, for a period of one (1) year unless terminated as described herein. The agreement is considered perpetual and automatically renewable on each anniversary of the original agreement, with any service or cost adjustments being agreed to by both parties with proper notice.

15. This agreement may be terminated by either party by giving 30 days written notice to the other party at the address indicated below. In the event this 30-day notice is not given or if either party is deemed to terminate by default--the County by failing to render payment when due or ECES by failing to provide services as described herein--the other party shall have no obligation to continue performance under this contract. In the event of default by the County for non-payment, ECES is entitled to recover the value of any actual services provided for which compensation had not been received. In the event of default by ECES, any amount paid by the County in excess of actual services provided shall be returned by ECES.

16. During month 11 of the contract period, ECES will send out written notice to the County offering to extend services for the future year beginning at the expiration of the current contract. Any proposed changes in the terms of the agreement on the part of ECES will be included in the notice.

By: _____ Date: _____

Chairperson, Seward County Board of Commissioners Approved as to form:

_____ Deputy Seward County Attorney

_____ Address

_____ City, State, Zip

_____ Telephone

_____ FAX

_____ Email

By: _____ ECES Representative

Date: _____

Crystal C. Kirby, President

Tel: (402) 643-6054 Cell: (402) 641-8891 Email: crystalkirby22@gmail.com



PO BOX 366 Seward, NE 68434
402-643-6054

CONTRACTUAL AGREEMENT FOR JANITORIAL SERVICES

This agreement dated November 24, 2025 is between ECES Incorporated, DBA Campbell Cleaning (herein referred to as ECES) and Seward County Justice Center, (herein referred to as COUNTY). The COUNTY desires ECES to supply contract cleaning services at: 261 South 8th Street, Seward, NE 68434.

1. Beginning on January 1, 2026, ECES will provide janitorial services as agreed between the COUNTY and ECES. A task list may be attached as Exhibit A (but is not required). Other Exhibits (B, C, D, etc.) may be added for descriptive purposes as is deemed necessary by the COUNTY and/or ECES.
2. All personnel furnished by ECES will be employees of ECES. ECES will pay all salaries and expenses, including federal and state taxes, and any other payroll taxes relating to such personnel. ECES will carry workmen's compensation insurance for such personnel. ECES will be considered an independent contractor and will not at any time directly or indirectly act as an agent, servant, or employee of the COUNTY or make any commitments, or incur any liabilities on behalf of the COUNTY without a written consent.
3. Prior to being provided access to the Seward County Justice Center for the purpose of providing services as described herein, each employee of ECES shall cooperate with and sign any releases necessary in order to participate in a background check to be conducted by Seward County. Prior to being provided such access, the background check must be approved by the Seward County Attorney.
4. Any information or document observed or learned while in performance of services under this contract is confidential and shall not be disseminated or utilized, in any way, by any ECES employee or contractor. Dissemination or utilization of such information shall result in immediate revocation of access to the Justice Center by the responsible employee(s) and/or contractor(s). In the event ECES discovers that information has been observed or learned by its employee or contractor, whether disseminated or not, ECES shall immediately notify a representative of the involved office.
5. ECES is responsible for the direct supervision of its own personnel through its designated representative and such representative will be available at all reasonable times to report and confer with the designated representative of the COUNTY with respect to services rendered.

6. The COUNTY shall make payment to Campbell Cleaning for services rendered at the rate of \$2560.00 per month (tax-exempt) per month. First billing will be made on the first day of services and will be payable in 14 days. Subsequent billings and due dates will be monthly. ECES will give the COUNTY at least thirty (30) days' notice of any price change for services rendered and the COUNTY will notify ECES of any changes of the areas covered by this agreement and any additions or changes to or in the COUNTY'S premises. Monthly charges will be adjusted accordingly for changes to the services by either party. ECES will perform all services required, except when prevented by strike, lockout, act of God, accident, or other circumstance beyond its control.

7. The Agreement is 5 days per week cleaning pursuant to the attached cleaning list ("Exhibit A"). The County requests cleaning be after 5 pm and done before 5 am. ECES will make all reasonable efforts to comply with this timeframe; however, the County understands that, on occasion, circumstances may arise that necessitate adjustment of this time. Cleaning will be completed on Monday, Tuesday, Wednesday, Thursday and any time over the weekend for the 5th cleaning.

- There will be no cleaning on Federal Holidays.

8. Pursuant to *Neb. Rev. Stat. § 4-114*, ECES warrants that they have registered with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

9. ECES agrees to, and shall indemnify and hold harmless Seward County, including without limitation, its employees and agents, from any all losses, liabilities, claims, damages and expenses, incurred or suffered by an agent or employee of ECES while such agent or employee is engaged in performing services pursuant to the contract between the County and ECES, provided, however, that such indemnity shall not apply to losses, liabilities, claims, damages or expenses incurred or suffered by an agent or employee of ECES which are proximately caused by the intentional or negligent act or omission of an agent or employee of the County.

10. ECES agrees to provide, at its own expense, liability insurance to indemnify itself in the event it becomes liable for payment of a judgment based upon the acts or omissions of its agents and employees in performing the contract.

11. Activities performed by ECES staff will be under the supervision and control and performed as employees or independent contractors of ECES for all purposes including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Provisions of the Internal Revenue Code, Nebraska revenue and taxation law, Nebraska workers' compensation law, and Nebraska employment insurance law, and other applicable laws. Further, ECES agrees to, and shall indemnify and hold harmless the County, including without limitation, its employees and independent contractors, from any all losses, liabilities, claims, damages and expenses, incurred or suffered while such independent contractor or employee is engaged in performing services pursuant to this provision of the agreement.

12. ECES, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap. In the event on noncompliance by ECES, the County shall impose such contract sanctions to include:

- a. Withholding of payments to ECES under the contract until ECES complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

13. This agreement shall continue in effect from the date services begin, for a period of one (1) year unless terminated as described herein. The agreement is considered perpetual and automatically renewable on each anniversary of the original agreement, with any service or cost adjustments being agreed to by both parties with proper notice.

14. This agreement may be terminated by either party by giving 30 days written notice to the other party at the address indicated below. In the event this 30-day notice is not given or if either party is deemed to terminate by default--the County by failing to render payment when due or ECES by failing to provide services as described herein--the other party shall have no obligation to continue performance under this contract. In the event of default by the County for non-payment, ECES is entitled to recover the value of any actual services provided for which compensation had not been received. In the event of default by ECES, any amount paid by the County in excess of actual services provided shall be returned by ECES.

15. During month 11 of the contract period, ECES will send out written notice to the County offering to extend services for the future year beginning at the expiration of the current contract. Any proposed changes in the terms of the agreement on the part of ECES will be included in the notice.

By: _____
Chairperson, Seward County Board of Commissioners

Date: _____

Approved as to form:

Deputy Seward County Attorney

CLIENT _____

Address _____

City, State, Zip _____

Telephone _____

FAX _____

Email _____

By: _____ ECES Representative Date: _____

Crystal C. Kirby

President Title

ECES INC. CAMPBELL CLEANING

PO BOX 366 Seward, NE 68434

Tel: (402) 643-6054

Cell: (402) 641-8891

Email: crystalkirby22@gmail.com



(402) 643-6054

PO BOX 366 Seward, NE. 68434

CONTRACTUAL AGREEMENT FOR JANITORIAL SERVICES

This agreement dated November 24, 2025, is between ECES Incorporated, DBA Campbell Cleaning (herein referred to as ECES) and Seward County Extension Office/ Roads, (herein referred to as COUNTY). The COUNTY desires ECES to supply contract cleaning services at: 322 S. 14th Street, Street, Seward, NE 68434.

1. Beginning on January 1, 2026, ECES will provide janitorial services as agreed between the COUNTY and ECES. A task list may be attached as Exhibit A (but is not required). Other Exhibits (B, C D, etc.) may be added for descriptive purposes as is deemed necessary by the COUNTY and/or ECES.
2. All personnel furnished by ECES will be employees of ECES. ECES will pay all salaries and expenses, including federal and state taxes, and any other payroll taxes relating to such personnel. ECES will carry workmen's compensation insurance for such personnel. ECES will be considered an independent contractor and will not at any time directly or indirectly act as an agent, servant, or employee of the COUNTY or make any commitments, or incur any liabilities on behalf of the COUNTY without a written consent.
3. Any information or document observed or learned while in performance of services under this contract is confidential and shall not be disseminated or utilized, in any way, by any ECES employee or contractor. Dissemination or utilization of such information shall result in immediate revocation of access to the building by the responsible employee(s) and/or contractor(s). In the event ECES discovers that information has been observed or learned by its employee or contractor, whether disseminated or not, ECES shall immediately notify a representative of the involved office.
4. ECES is responsible for the direct supervision of its own personnel through its designated representative and such representative will be available at all reasonable times to report and confer with the designated representative of the COUNTY with respect to services rendered.

5. The COUNTY shall make payment to Campbell Cleaning for services rendered at the rate of \$700 per month (tax-exempt) per month. First billing will be made on the first day of services and will be payable in 14 days. Subsequent billings and due dates will be monthly. ECES will give the COUNTY at least thirty (30) days' notices of any price change for services rendered and the COUNTY will notify ECES of any changes of the areas covered by this agreement and any additions or changes to or in the COUNTY'S premises. Monthly charges will be adjusted accordingly for changes to the services by either party. ECES will perform all services required, except when prevented by strike, lockout, act of God, accident, or other circumstance beyond its control.

6. The Agreement is 2 days per week cleaning pursuant to the attached cleaning list ("Exhibit A"). The County requests cleaning be after 5 pm and done before 5 am. ECES will make all reasonable efforts to comply with this timeframe; however, the County understands that, on occasion, circumstances may arise that necessitate adjustment of this time. Cleaning will be completed on Tuesday, and Thursday.

• **There will be no cleaning on Federal Holidays.**

7. Pursuant to Neb. Rev. Stat. § 4-114, ECES warrants that they have registered with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

8. ECES agrees to, and shall indemnify and hold harmless Seward County, including without limitation, its employees and agents, from any all losses, liabilities, claims, damages and expenses, incurred or suffered by an agent or employee of ECES while such agent or employee is engaged in performing services pursuant to the contract between the County and ECES, provided, however, that such indemnity shall not apply to losses, liabilities, claims, damages or expenses incurred or suffered by an agent or employee of ECES which are proximately caused by the intentional or negligent act or omission of an agent or employee of the County.

9. ECES agrees to provide, at its own expense, liability insurance to indemnify itself in the event it becomes liable for payment of a judgment based upon the acts or omissions of its agents and employees in performing the contract.

10. Activities performed by ECES staff will be under the supervision and control and performed as employees or independent contractors of ECES for all purposes including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Provisions of the Internal Revenue Code, Nebraska revenue and taxation law, Nebraska workers' compensation law, and Nebraska employment insurance law, and other applicable laws. Further, ECES agrees to, and shall indemnify and hold harmless the County, including without limitation, its employees, and independent contractors, from any all losses, liabilities, claims, damages and expenses, incurred or suffered while such independent contractor or employee is engaged in performing services pursuant to this provision of the agreement.

11. ECES, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap. In the event on noncompliance by ECES, the County shall impose such contract sanctions to include a. Withholding of payments to ECES under the contract until ECES complies, and/or b. Cancellation, termination or suspension of the contract, in whole or in part.

12. This agreement shall continue in effect from the date services begin, for a period of one (1) year unless terminated as described herein. The agreement is considered perpetual and automatically renewable on each anniversary of the original agreement, with any service or cost adjustments being agreed to by both parties with proper notice.

13. This agreement may be terminated by either party by giving 30 days written notice to the other party at the address indicated below. In the event this 30-day notice is not given or if either party is deemed to terminate by default--the County by failing to render payment when due or ECES by failing to provide services as described herein--the other party shall have no obligation to continue performance under this contract. In the event of default by the County for nonpayment, ECES is entitled to recover the value of any actual services provided for which compensation had not been received. In the event of default by ECES, any amount paid by the County in excess of actual services provided shall be returned by ECES.

14. During month 11 of the contract period, ECES will send out written notice to the County offering to extend services for the future year beginning at the expiration of the current contract. Any proposed changes in the terms of the agreement on the part of ECES will be included in the notice.

By: _____ Date: _____

Chairperson, Seward County Board of Commissioners Approved as to form:

Deputy Seward County Attorney Page 4 of 6 CLIENT

Address

City, State, Zip

Telephone

FAX

Email

By:

Crystal C. Kirby

President, Owner

ECES INC. DBA CAMPBELL CLEANING

Tel: (402) 643-6054

Cell: (402) 641-8891

Email: crystalkirby22@gmail.com

PAYMENT Mailing Address: ECES Incorporated PO BOX 366 Seward, NE 68434

SERVICE CONTRACT

VANGUARD COMPUTER SYSTEMS – Assessor Web Site

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc. an Iowa corporation ("Vanguard") and the Seward County, NE, Assessor ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a three-year period commencing December 15, 2025. Vanguard reserves the right to collect the total amount of the service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **Installation and Training.** The setup time has been waived for installation, training on-site, domain registration and Vanguard's staff travel time. Vanguard shall install and test the licensed software on Vanguard's web server equipment. In addition, Client's sub domain name will be registered and maintained by Vanguard; i.e. seward.nebraskaassessors.com/. All time for installation, training, domain registration and Vanguard's staff travel time will not count against and be deducted from the service contract time balance. See item 5 for additional services.
3. **Enhancements, Update and Revisions.** As Vanguard continues to improve on the client web page package(s) and work on suggestions for features from Clients, Client will automatically receive during the term of this service contract, provided client is current and not in default of any payments due Vanguard, all updating information; i.e. new search features, current function enhancements, etc., as and when released by Vanguard for the modules of the Vanguard Computer System software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, jurisdiction specific modifications, etc.
4. **Consultation.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate). See item 5 for additional services.
5. **Additional Services.** Additional services like training, re-installations, on-site consultation, customizing client web pages, changing from one license web package to another, installation on Client's jurisdiction web server, web browser configuration, hardware trouble-shooting, non-VCS software training, Vanguard staff travel time, etc. shall be available at Vanguard's then current normal service fee rate. A minimum charge of one day per instance will be billed for on-site visits. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).

Vanguard Appraisals, Inc.

6. **Web Server Storage and Update.** The Client will lease storage capacity from Vanguard. Client parcel data will be updated on the web server periodically. The maximum period will be six times per year but the client may choose to update less frequently, however, the Schedule A charges will not be reduced. The storage capacity will be monitored periodically as parcel data is updated from the Client to the Vanguard web server and reported to the Client. Payment Schedule A shows the calculations that are used to determine the storage capacity. Minimum increments of 600-Mb (megabytes) will be allocated. Vanguard may adjust the payment schedule for changes in storage capacity and storage fees on the next renewal date of the service contract.
7. **Administrator Contact.** Vanguard reserves the right to display a small icon and link to Vanguard Appraisals, Inc. web site for the purposes of contacting the web site administrator.
8. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Any litigation arising out of this Contract shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

[Balance of page intentionally blank.]

Vanguard Appraisals, Inc.

Payment Schedule A

License No: WEB3027

Parcel Count: 10,677

Storage Fees

Less 20% discount for signing multi-year service contract.

Total

\$8,250.00 (\$2,750.00/yr)

\$1,650.00 (\$ 550.00/yr)

\$6,600.00 (\$2,200.00/yr)

All payments to Vanguard under this Service Contract shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.

VANGUARD APPRAISALS, INC.

By: _____

Brad M. Miller, CEO/Senior Vice President

Dated: November 25, 2025

Seward County

By: _____

Assessor

Dated: _____

Seward County (County Commilssioner Signature Required)

By: _____

Official Title: _____

Date: _____

Vanguard Appraisals, Inc.

SERVICE CONTRACT

Archive Module 10th & 11th processes

This agreement is made and entered into by and between Vanguard Appraisals, Inc. (hereinafter referred to as "Vanguard") and the Seward County, NE, Assessor (hereinafter referred to as "Client").

WHEREAS, Vanguard is the owner of Vanguard Computer Systems CAMAvision™ and the Client is presently using or desires to use said system and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

- 1. TERM.** This contract is for two processes. Vanguard shall provide the client's chosen reports. All time for obtaining the client's data, installation, training, and Vanguard's staff travel time will be charged as per item 5. See item 5 for additional copies. Vanguard reserves the right to collect the total amount of the contract fees listed on Schedule A by December 31, 2026, or if client chooses to terminate prior to processing.
- 2. INSTALLATION AND TRAINING.** Vanguard shall provide the client's chosen reports. All time for obtaining the client's data, installation, training and Vanguard's staff travel time will be charged as per item 5. See item 5 for additional copies.
- 3. ENHANCEMENTS, UPDATES AND REVISIONS.** As we continue to improve on the basic program, and work on suggestions from clients, service contract holders will automatically receive all updating information; i.e. cost table revisions, current function enhancements, etc. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc.
- 4. CONSULTATION.** All service contract holders have unlimited telephone consultation privileges which relate to Vanguard Computer Systems (VCS). All non-VCS telephone consultation will be charged at the normal telephone service fee rate (call for current rate). The first fifteen (15) minutes each month (non-accumulative) will be free. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
- 5. ADDITIONAL SERVICES.** Additional copies may be ordered for resale to the public at \$50.00 per copy. Additional training, installations and on-site consultation, such as hardware troubleshooting, non-VCS software training, etc. shall be available at our normal service fee rate (call for current rate). All staff travel time will be charged at the per diem rate. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
- 6. ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this agreement shall apply to additional installations in the same manner as the original installation.

Payment Schedule:

License - ARC094

| | |
|---|---|
| Archive Module (Based on 12,075 parcels from PRC report.) | \$10,350.00 (\$5,175.00/process) |
| Multiple Processes Discount | (\$1,035.00) ((\$517.50/process) |
| 2025 Photo Contest Credit | (\$1,000.00) off 10th process |
| Total | \$8,315.00 (\$3,657.50 10th & \$4,657.50 11th) |

VANGUARD APPRAISALS, INC.

By: _____
Brad M. Miller, CEO/Senior Vice President
Dated: December 1, 2025

Seward County

Seward County
(County Commissioner Signature Required)

By: _____

By: _____

Official Title: _____

Official Title: _____

Dated: _____

Dated: _____

Vanguard Appraisals, Inc.

SCHEDULE "A"
Archive Process
NE0080 Seward County
Archive Module - ARC094

LICENSED MATERIALS:

FEE:

License No. - ARC094.10
Process by December 31st, 2025

\$3,657.50

License No. - ARC094.11
Process by December 31st, 2026

\$4,657.50

Google Maps



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 500 ft