

**NOTICE OF PUBLIC MEETING OF
SEWARD COUNTY BOARD OF COMMISSIONERS
TUESDAY, FEBRUARY 17, 2026**

Notice is hereby given that a meeting of the Seward County Board of Commissioners will be held at 9:00 a.m. on Tuesday, February 17, 2026 in the County Board Meeting Room, Room 303 on the 3rd Floor of the of the Seward County Courthouse in Seward, Nebraska. The meeting is open to the public. The agenda for the meeting is kept continuously current and is available for public inspection at the office of the County Clerk in the Seward County courthouse, Seward, Nebraska.

Brandy Johnson, Seward County Clerk

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

Known items on the agenda for Board of Commissioners on February 17, 2026 are as follows:

9:00 a.m.

1. Convene and announce Open Meetings Law
2. Pledge of Allegiance
3. Discuss/Action - Approve minutes of February 10, 2026
4. Consent Agenda:
 - a) Zoning Fee Report for January 2026 - \$2,025.00
 - b) Surplus Property Disposal Request for Detention Center

Other Business Matters to Address When Time Allows

5. Discuss/Action – Public/Organizations/Officials
6. Commissioner Reports
7. Discuss/Action – Request to Approve BUILD Grant Application for 420th Road to be submitted to US Dept of Transportation
8. Discuss/Action – Authorize Chair to Sign CentralSquare Interlocal Addendum #3 (Extension of Original Interlocal to June 2026) After the Interlocal has been Fully Executed by All Other Remaining Parties
9. Discuss/Action – Res.- Short Form Plat for Bartels Acres in the NW ¼ of Section 22, Township 11 North, Range 4 East of the 6th p.m.
10. Discuss/Action – Res.- Administrative Plat for Propst Acres in the NE ¼ of Section 26, Township 11 North, Range 2 East of the 6th p.m.
11. Discuss/Action – Request for Support for Seward County Emergency Expo
12. Discuss/Action – Process for Interview Committee and Recommendations for Appointed Positions
13. Discuss/Action – Executive Session – Personnel
14. Discuss/Action – Agenda for February 24, 2026

- 9:15 a.m.** Discuss/Action – Authorize Chair to Sign Memorandum of Understanding with Wellbeing Initiative, Inc. to Provide Onsite Peer Support for Inmates
- 9:20 a.m.** Discuss/Action – Proposal from Marvin Planning and Consultants for Zoning Consultation
- 9:30 a.m.** Discuss/Action – Update on Public Transit Department Funding

Zoning Fee Report**Jan-26**

Permit Type	Permit Amount	Number Received	Total For Month
Amendment Request	\$400	0	\$ -
Administrative Plat:	\$ 400.00	0	\$ -
Application to the Board of Adjustment:	\$ 600.00	0	\$ -
Communications Tower Development:	\$ 1,300.00	0	\$ -
Conditional Use:	\$ 800.00	0	\$ -
Development:	\$ 125.00	3	\$ 375.00
Kennel:	\$ 125.00	0	\$ -
New Home:	\$ 125.00	2	\$ 250.00
Replate/Vacate:	\$ 400.00	0	\$ -
Rezone:	\$ 600.00	0	\$ -
Short Form Plat:	\$ 400.00	2	\$ 800.00
Sign:	\$ 400.00	0	\$ -
Variance:	\$ 600.00	0	\$ -
Wireless Upgrade:	\$ 800.00	0	\$ -
Wireless Upgrade - Old Fee	\$ 600.00	1	\$ 600.00
Conditional Use Permit-Old Fee	\$600.00	0	\$ -
Unpermitted Permits			
New Home	\$ 5,000.00	0	\$ -
New Home Over Density	\$ 20,000.00	0	\$ -
Development Permit \$2 Per square foot		0	\$ -
Development Permit \$3 per square foot		0	\$ -
Conditional Use Permit	\$ 1,800.00	0	\$ -
Sign Permit	\$ 225.00	0	\$ -
Plat Application	\$ 900.00	0	\$ -
Kennel Permit	\$ 1,800.00	0	\$ -
Conditional Use Permit-Wireless	\$ 6,000.00	0	\$ -
Communications Tower Development	\$ 3,000.00	0	\$ -
Wireless Upgrade/equipment add on existin	\$ 1,800.00	0	\$ -
Total for Jan-26			\$ 2,025.00

Surplus Property Disposal Request

Date:

2-11-2020

Name of Office:

Detention Center

Name of Dept. Head:

Sara Stenger

Type of Personal Property or Mobile Equipment:

Chevy Cruz

Estimated Value: _____

Disposal Method Type: (Circle One)

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

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

Information about Disposal:

Selling the Chevy Cruz at auction.
Price/Value unknown

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 _____

ADDENDUM #3

**EXTENDING THE EXPIRATION DATE FOR THE INTERLOCAL AGREEMENT
FOR COOPERATIVE PUBLIC SAFETY SOFTWARE, HARDWARE,
AND RELATED SERVICES BY AND AMONG
THE COUNTIES OF BUTLER, SALINE, SEWARD AND YORK,
AND THE CITIES OF SEWARD, YORK, MILFORD, CRETE, AND DAVID CITY**

THIS AGREEMENT made and entered into by and between the Counties of Butler, Saline, Seward, and York and the participating Cities of Seward, York, and Milford, and the City of David City, the City of Crete, and Butler County 911, all being political subdivisions of the State of Nebraska, hereinafter referred to collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, *Neb. Rev. Stat. §§13-801 et seq.* (Reissue 2012), authorizes units of local governments in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, the Interlocal Cooperation Act provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the Parties previously entered into an Interlocal Agreement to jointly utilize cooperative public safety software provided and maintained by Zuercher Technologies LLC, now CentralSquare Technologies (hereinafter "CentralSquare"); and

WHEREAS, said Interlocal Agreement was fully executed on January 14, 2020 for a term of five (5) years commencing on the Go Live date of November 30, 2020; and

WHEREAS, the Interlocal Agreement is scheduled to expire by its terms on November 30, 2025; and

WHEREAS, many provisions of the existing Interlocal Agreement pertain to implementation and initial setup of the public safety software and are no longer applicable to its ongoing operation; and

WHEREAS, the Parties desire to continue the joint law enforcement case management system under updated terms more appropriate for the operational phase of the system; and

WHEREAS, to allow time for development and approval of a new Interlocal Agreement governing ongoing participation, maintenance, and cost allocation, the Parties wish to extend the term of the current Interlocal Agreement for an additional six (6) months;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, and pursuant to the authority granted by the Interlocal Cooperation Act, the Parties agree as follows:

1. Extension of Existing Agreement

The Parties hereby agree to extend the term of the Interlocal Agreement for a period of six (6) months beyond its current expiration date of November 30, 2025. The Agreement shall therefore remain in full force and effect until May 31, 2026, unless terminated earlier in accordance with its terms or by written agreement of all Parties.

2. Purpose of Extension

This extension is intended solely to allow sufficient time for the Parties to negotiate, draft, and execute a new Interlocal Agreement governing the continued operation, maintenance, and cost-sharing of the public safety software supported by CentralSquare.

3. Continuation of Obligations

Except as expressly modified herein, all other terms, conditions, rights, and obligations set forth in the original Interlocal Agreement and related Service Agreements shall remain in full force and effect during the period of this extension.

4. Future Agreement

The Parties acknowledge and agree that this extension does not obligate any Party to enter into a new Interlocal Agreement. Execution of any subsequent Interlocal Agreement shall be contingent upon approval by the governing body of each participating Party.

5. Execution and Effective Date

This Agreement shall be effective upon full execution by all Parties and shall remain effective through May 31, 2026, unless superseded or terminated as provided herein.



SEWARD COUNTY
PLAT SUBDIVISION APPLICATION

Date 1-14-26

Plat Application Number 02-2026

Owner/Applicant ~~Joseph~~ Joe & Alyssa Bartels

Address 7400 Helen Witt Dr Lincoln, NE 68512

Telephone 402-326-5129 E-mail josephbartels1@gmail.com

Owner 2/Applicant Alyssa Bartels

Address 7400 Helen Witt Dr Lincoln, NE 68512

Telephone 402-525-3893 E-mail awbartels3@gmail.com

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

Legal description of requested subdivision: Parcel ID 800233094 Total acres _____

of acres to be divided 5.07 Precinct _____ Section 22

Township 11 Range 4 Quarter H Zoning District _____

In Water Conservation ☒ Yes ☐ No

Fee is \$400. Please make checks payable to **Seward County Treasurer**
Receipt # 1097

Alyssa Bartels
Applicant 1

1-14-26
Date

Applicant 2 _____

_____ Date

Official Use _____

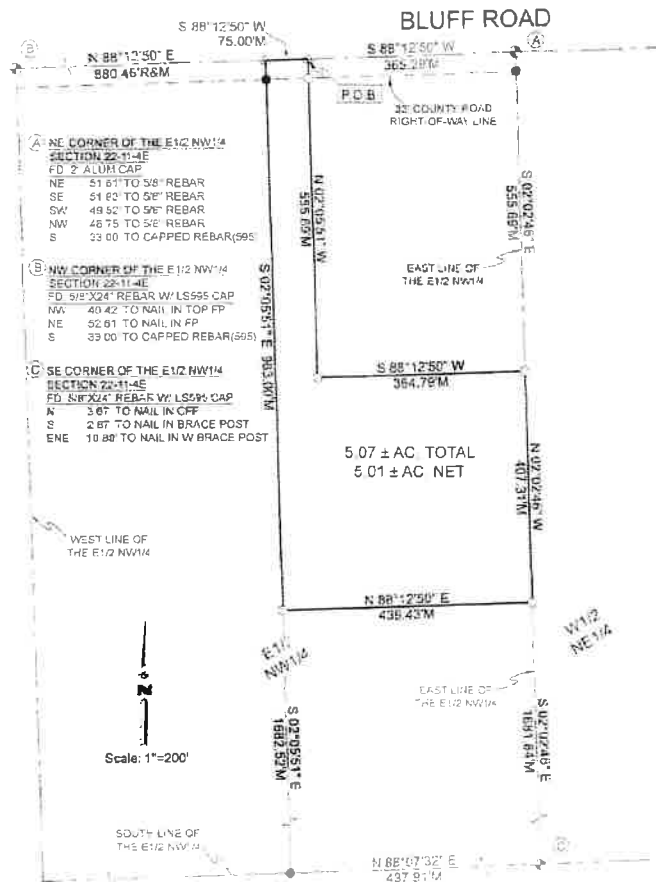
Taxes paid in full ☒ Yes ☐ No

Shirley Lewing
Seward County Treasurer Office

Planning Commission Recommendation _____

Planning Commission Chair _____

_____ Date



LEGEND

- = FD MONUMENT AS NOTED
- ⚓ = SECTION CORNER AS NOTED IN TIES
- = CALCULATED POINT
- ⊖ = SET 5/8" X 24" REBAR W/ 595 PLASTIC CAP
- M = MEASURED DISTANCE
- R = RECORD DISTANCE LS-595 4/16/2025

BARTELS ACRES

A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 11 NORTH, RANGE 4 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA
 SHORT FORM PLAT

LEGAL DESCRIPTION

I hereby certify that I have accurately surveyed and staked the foregoing plat of "Bartels Acres", a subdivision in the East half of the Northwest Quarter of Section 22, Township 11 North, Range 4 East of the 6th P.M., Seward County, Nebraska and more particularly described as follows:

Referring to the Northeast corner of the East half of the Northwest Quarter of said Section 22: thence in a Westerly direction on the North line of the East half of the Northwest Quarter of said Section 22 and on an assumed bearing of S88°12'50"W, for a distance of 365.25' to the **POINT OF BEGINNING**; thence continuing on the last described course of S88°12'50"W, for a distance of 75.00' thence S02°05'51"E, for a distance of 963.00'; thence N88°12'50"E, for a distance of 439.43' to a point on the East line of the East half of the Northwest Quarter of said Section 22; thence N02°02'46"W on the East line of the East half of the Northwest Quarter of said Section 22, for a distance of 407.31'; thence S88°12'50"W, for a distance of 364.79'; thence N02°05'51"W, for a distance of 555.69' to the **POINT OF BEGINNING** and containing a calculated area of 5.07 acres, more or less.

Together with and subject to any covenants, easements, and restrictions of record.

OWNER'S CERTIFICATION

We the undersigned, Joe Bartels and Alyssa Bartels, husband and wife, owner of the real estate shown and described herein, do hereby certify that we have laid out, platted, and subdivided, said real estate in accordance with this plat. This subdivision shall be known and designated as "Bartels Acres", a part of the East half of the Northwest Quarter of Section 22, Township 11 North, Range 4 East of the 6th P.M., Seward County, Nebraska. Clear title to the land in this plat guarantees.

Witness our Hands this _____ day of _____, 2026

 Joe Bartels - Husband

 Alyssa Bartels - Wife

ACKNOWLEDGMENT OF NOTARY

State of Nebraska
 S.S.
 County of Seward

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Joe Bartels and Alyssa Bartels, husband and wife, acknowledge the execution of the foregoing instrument as their voluntary act and deed for the purposes therein expressed.

Witness my Hand and Notarial Seal this _____ day of _____, 2026

Notary Public VICINITY MAP



SURVEYOR'S CERTIFICATION

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

Signed this _____ day of _____, 2026

 Richard Kingman PLS-595



APPROVAL OF THE SEWARD COUNTY PLANNING COMMISSION

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

Signed this _____ day of _____, 2026

 Chair, Planning Commission

APPROVAL OF THE COUNTY BOARD OF COMMISSIONERS

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

Signed this _____ day of _____, 2026

 Chair, County Board of Commissioners

REGISTER OF DEEDS CERTIFICATE

State of Nebraska
 S.S.
 County of Seward

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

Date _____ Time _____ Drawer No. _____ Fee _____

Instrument No. _____ Register of Deeds



ALLIED SURVEYING AND MAPPING
 8536 Executive Woods Drive - Suite 200 - Lincoln, Nebraska 68516
 Phone (402) 434-2660
 Project No. 2025-0205

Bartels Acres

Located in Precinct H, Section 22, Township 11N, Range 4E of the NE & NW ¼.

Quarter section zoned A-1

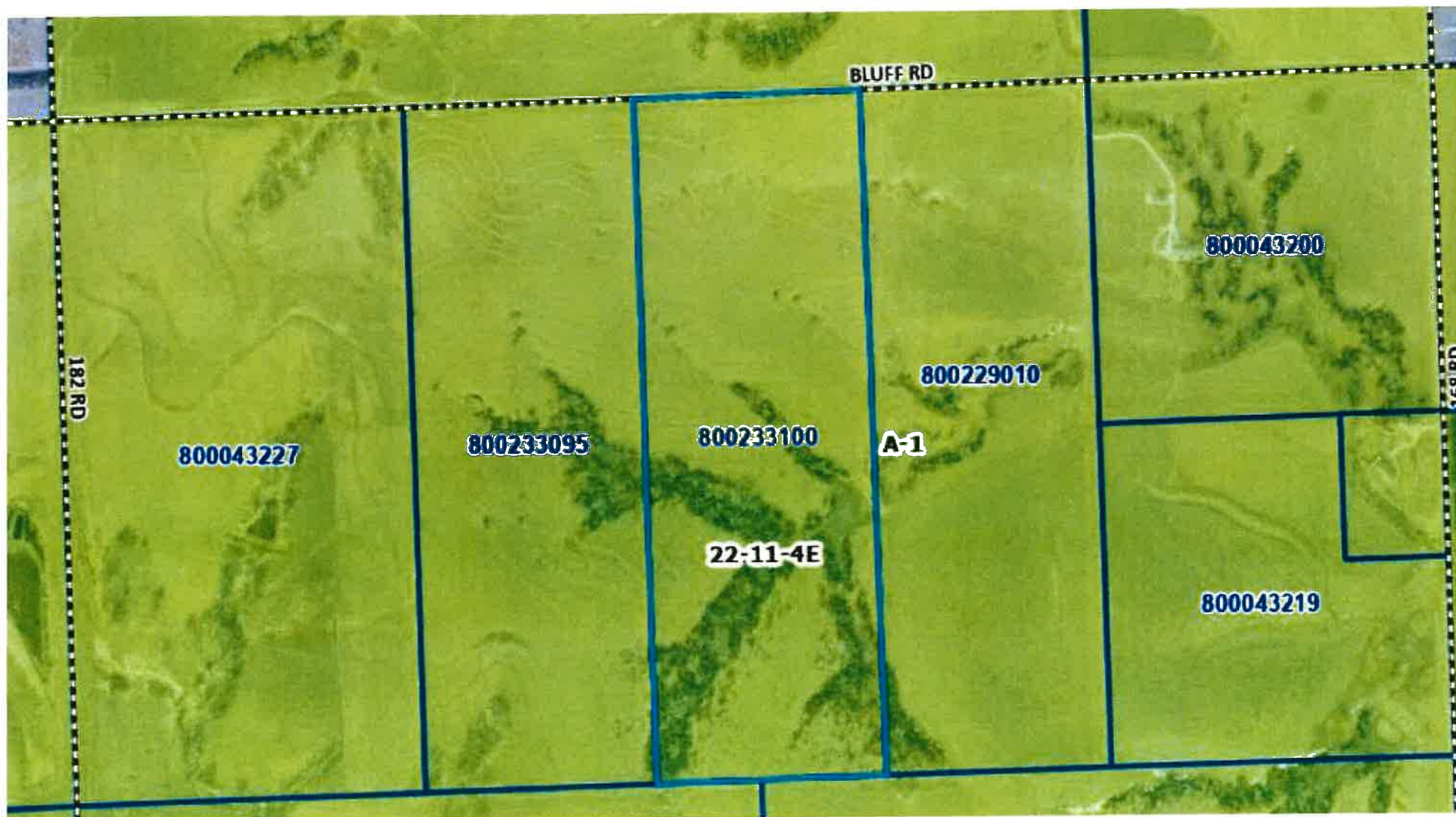
Joe & Alyssa Bartels have requested a Short Form Plat. The intention of this application is to separate 5.07 acres from the existing 53.35 acres. This Short Form Plat meets the requirements for Seward County.

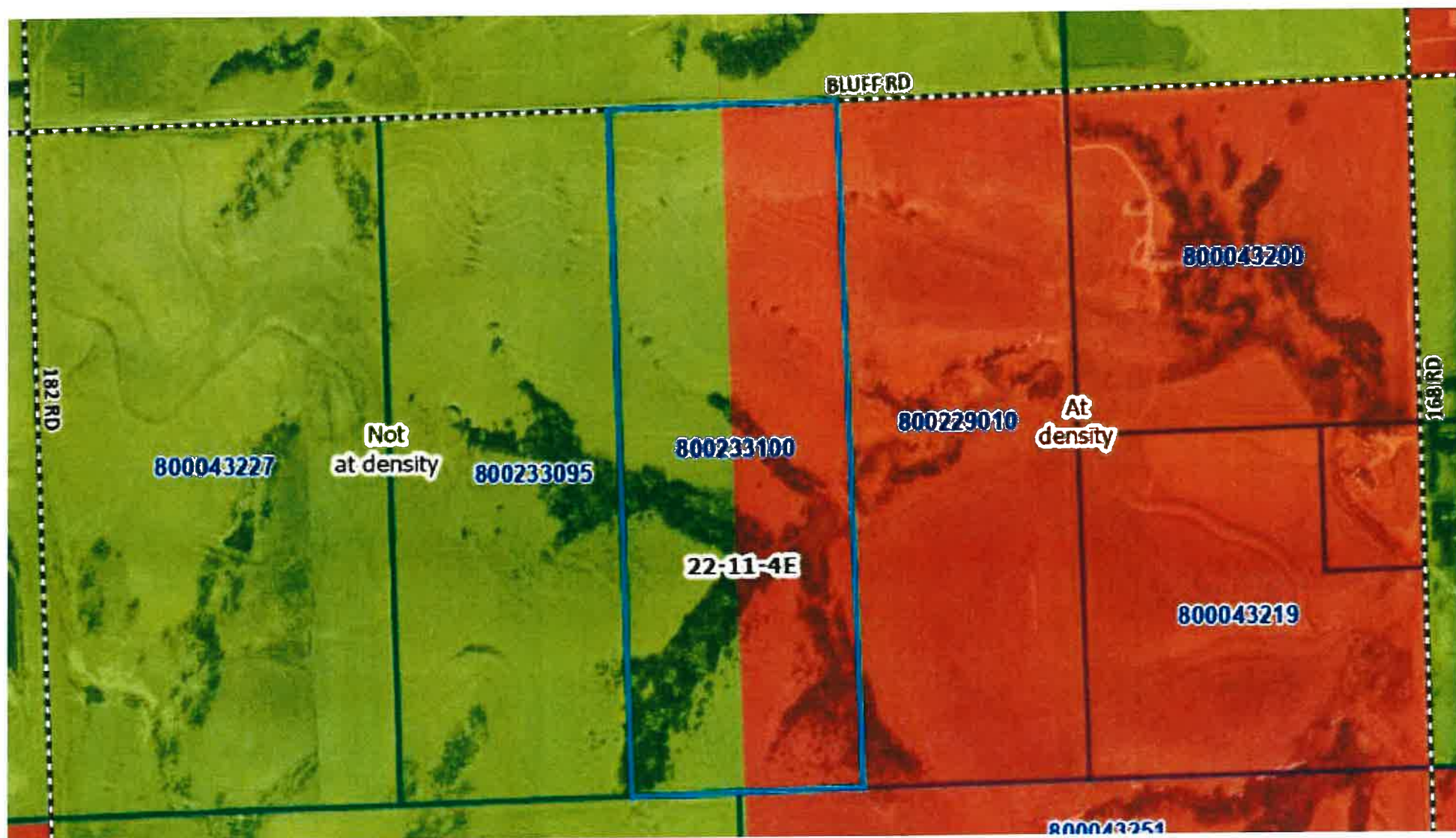
This parcel is in the Water Conservation District.

This parcel does not have floodplain concerns.

Taxes are paid in full as of 01/14/2026.

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





4E

BLUFF RD

800233100

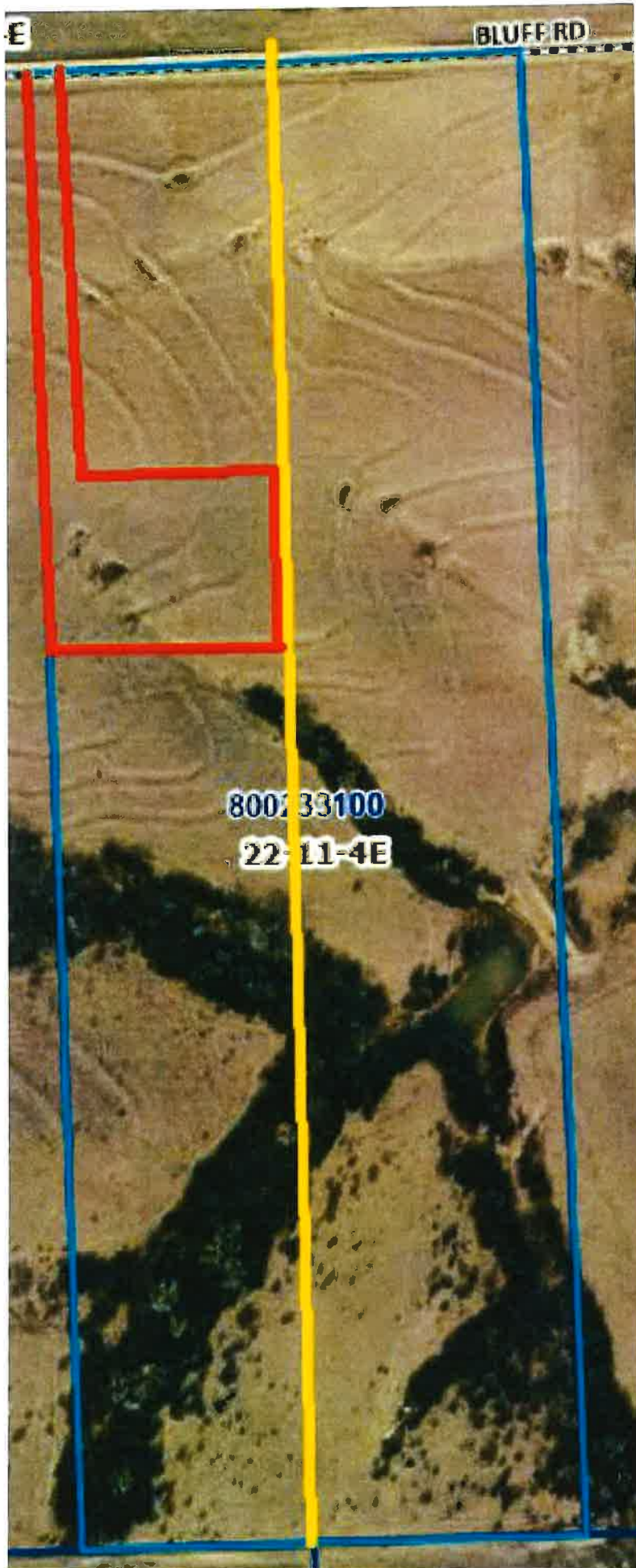
22-11-4E

E

BLUFF RD

800233100

22-11-4E



RESOLUTION NO _____ OF THE SEWARD COUNTY BOARD OF COMMISSIONERS

WHEREAS Joe and Alyssa Bartles own approximately 53.33 acres of land and has applied for a Short Form Plat to separate 5.07 acres, and described it as a tract of land in the Northwest Quarter of, Section 22, Township 11N, Range 4 East of the 6th P.M, Seward County, Nebraska, and

WHEREAS the Short Form Plat shall be called Bartels Acres and

WHEREAS The Seward County Planning Commission held a meeting on January 26, 2026 to consider the Short Form Plat, and

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

WHEREAS ___ No one appeared to oppose the subdivision.

___ Individuals appeared to oppose the subdivision

___ No one appeared to support the subdivision

___ Individuals appeared to support the subdivision.

___ Individuals appeared without commitment, and

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

MOTION BY: _____

SECONDED BY: _____

ROLL CALL

AYES: _____ NAYS: _____

Chairman, Board of Commissioners

Chairman, Board of Commissioners

February 17, 2026

ATTEST: _____

Brandy Johnson, Seward County Clerk

SEWARD COUNTY, NE
PLAT SUBDIVISION APPLICATION

Date 12/23/25

Plat Application Number 101-2026

Owner/Seller Arthur Slatin

Address 2440 Raymond Blvd Ave, Council Bluffs, IA 51505

Telephone 502-358-9134 E-mail slatin3214@yahoo.com

Applicant/Buyer Jon Propst

Address 1497 322nd Seward, NE 68434

Telephone 402-641-0763 E-mail jpropst@sawireless.com

This application is for ☐ Short Form Plat ☒ Admin Plat

Legal description of requested subdivision

Precinct _____ Section 26 Township 11

Range 2E Quarter NE 1/4 Parcel ID 80061057

Zoning District TAH In Water Conservation Yes ☐ No ☒

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

Jon Propst
Applicant

12-23-25
Date

Arthur Slatin
Seller

11/12/26
Date

Official Use

Taxes paid in full ☒ Yes ☐ No

Brenda Hartman
Seward County Treasurer Office

Planning Commission Recommendation _____

Planning Commission Chair _____

_____ Date

Propst Acres

Located in Precinct F, Section 26, Township 11N, Range 2E of the NE 1/4
Quarter section zoned TA-1

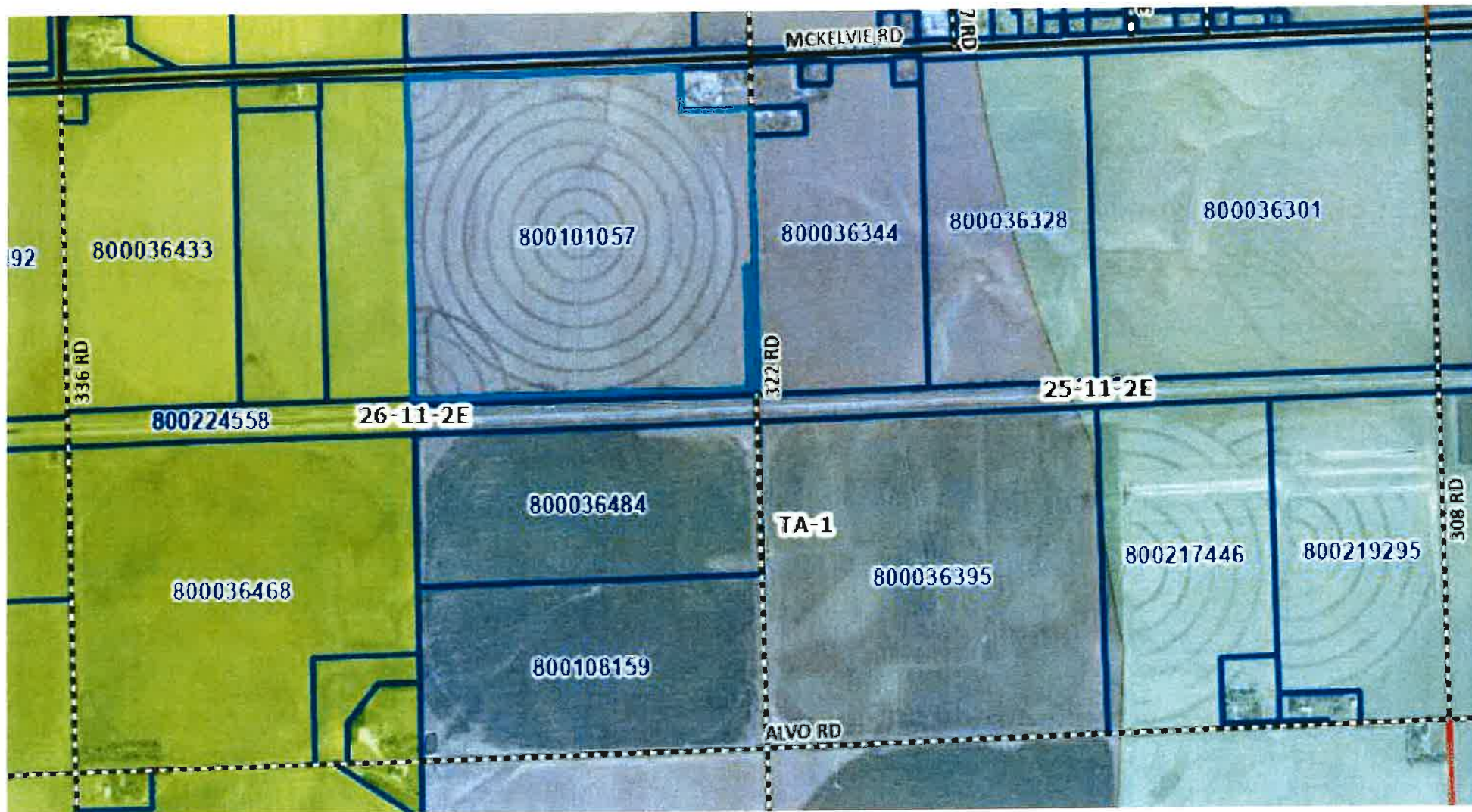
Arthur Slatin & Jon Propst have requested an Administrative Plat. The intention of this application is to replat 7.84 acres. Adding 3.86 acres to parcel 800036409. This Administrative Plat meets the requirements for Seward County.

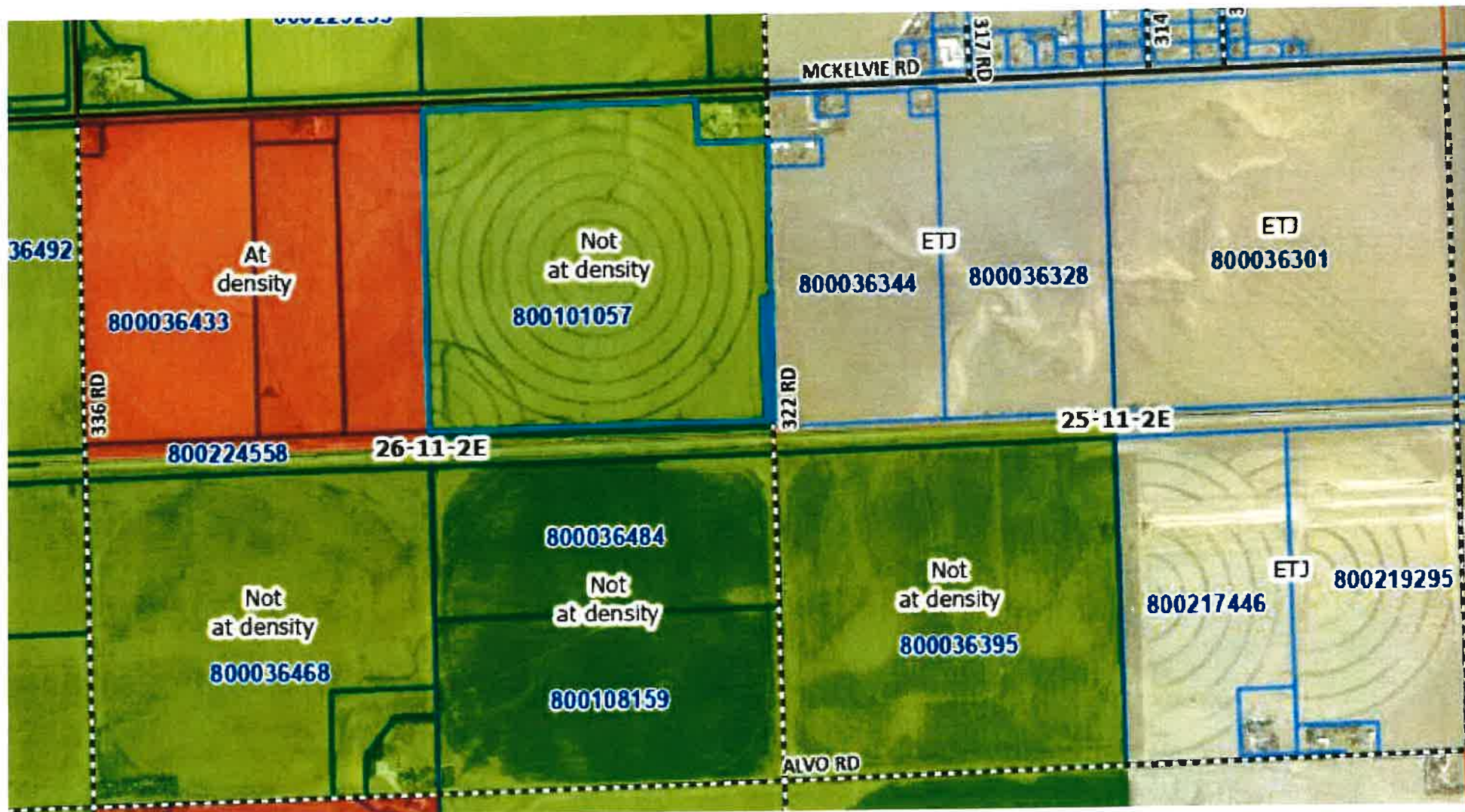
This parcel is not in the Water Conservation District.

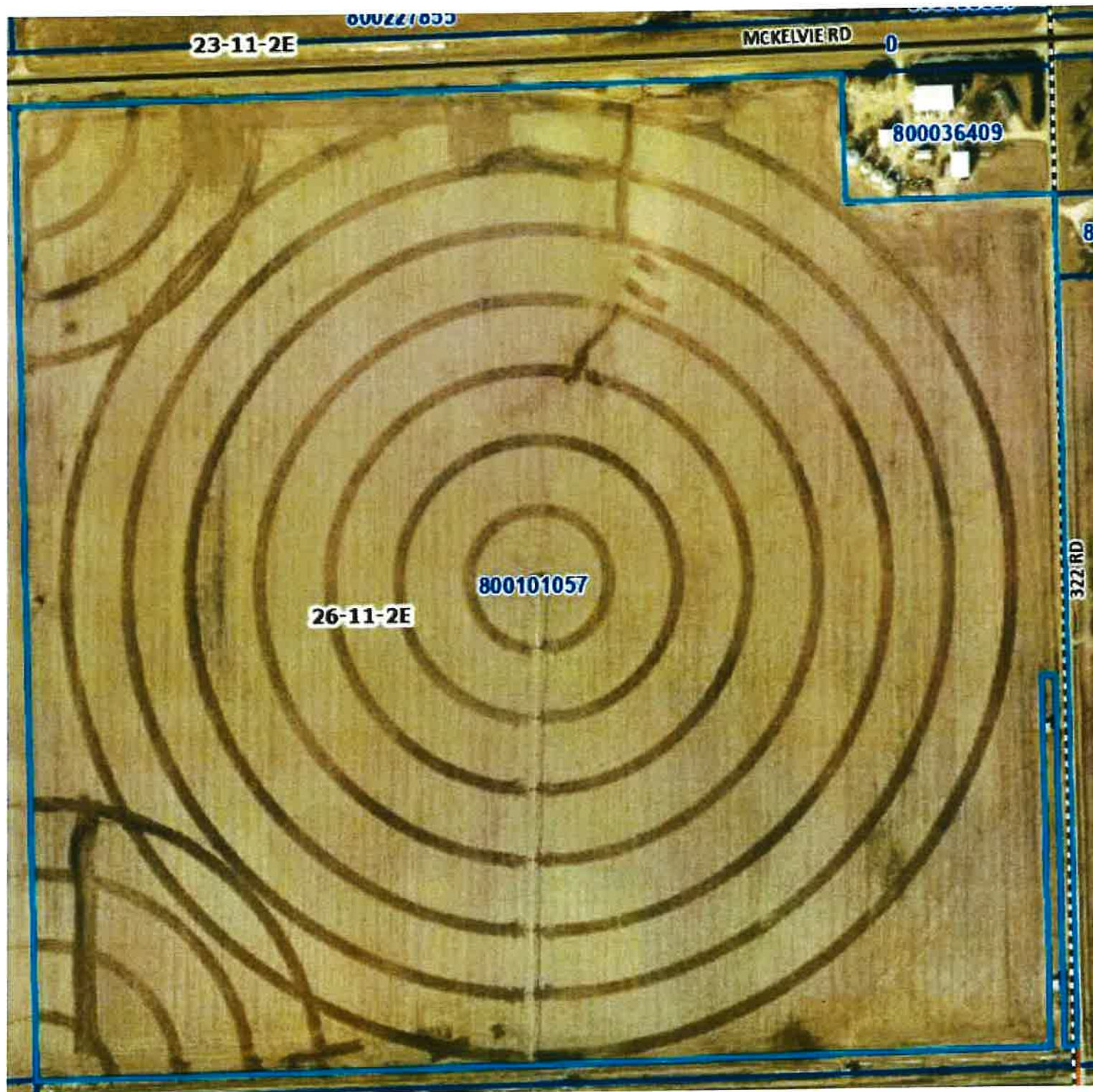
This parcel does not have floodplain concerns.

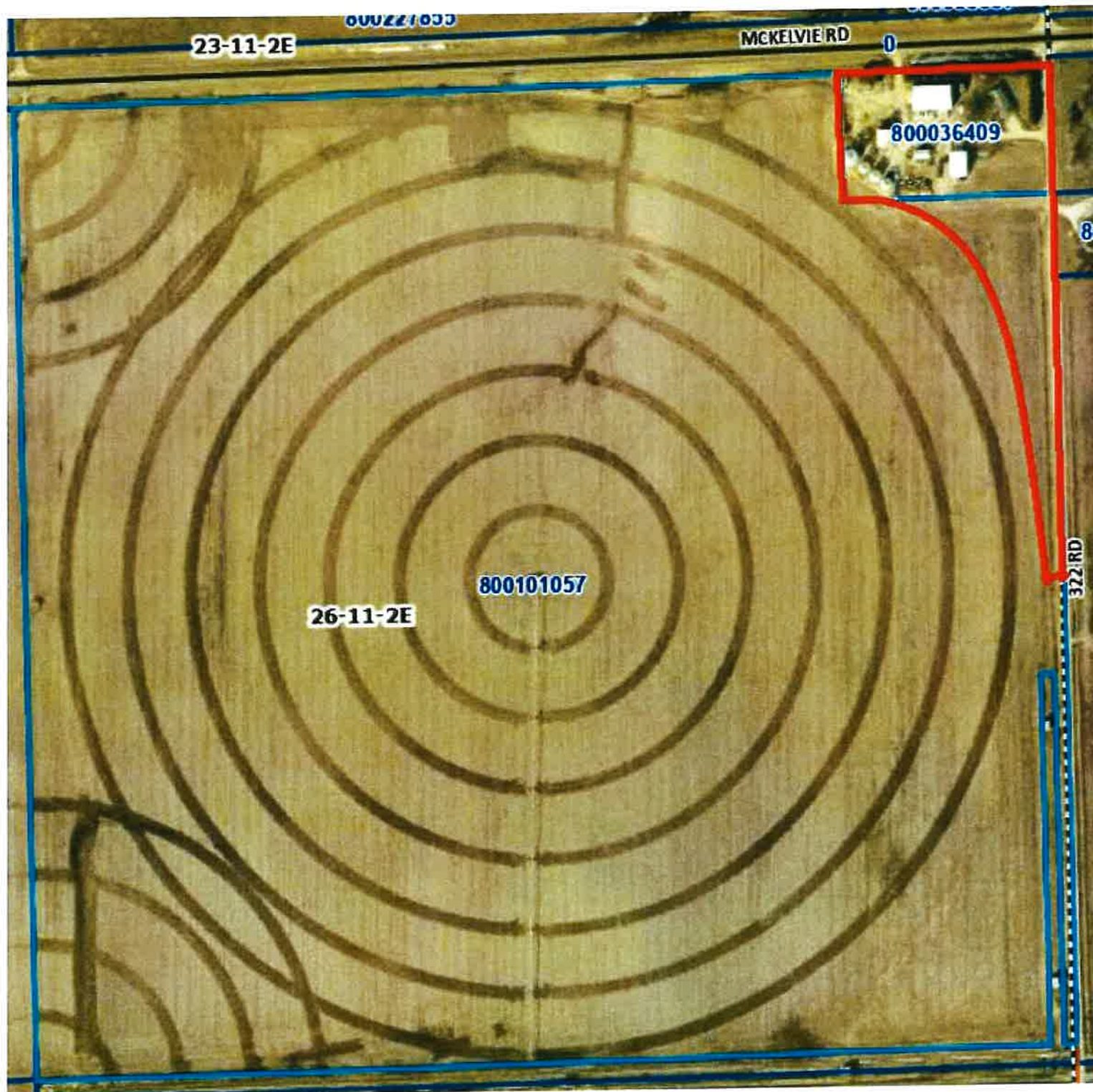
Taxes are paid in full as of 01/12/2026.

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







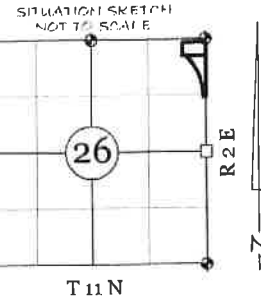
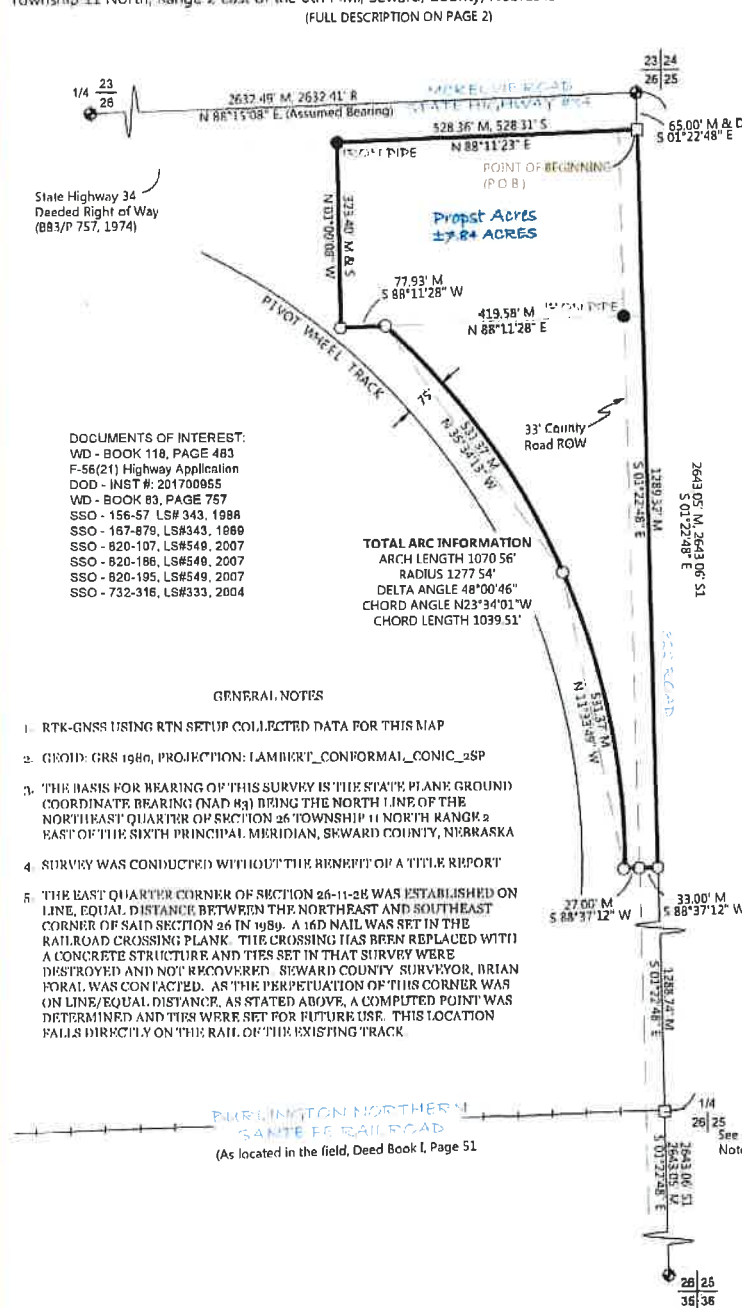


Propst Acres

Propst Acres. An Administrative Replat, located in the NE 1/4 of Section 26, Township 11 North, Range 2 East of the 6th P.M., Seward County, Nebraska.
(FULL DESCRIPTION ON PAGE 2)

Seward County, Nebraska

26-11N-2E



Government Corner Ties:

- Survey Spike & Washer, Flush**
1/4 23/26 NE 105.97 feet to set nail & washer in W face of power pole, 24" high
SW 87.67 feet to set 'X' in top of ROW marker
S 53.89 feet in found nail in W face of power pole, 36" high
S 69.45 feet in set 'X' in NE corner of pivot post
S 18" in centerline of asphalt road bearing E/W
LAT: 40°54'05.94"N
LON: -97°10'04.11"W
- Survey Spike & Washer, Flush**
23/24 NW 75.80 feet to found 'X' in top of ROW marker
NE 76.25 feet to found 'X' in top of ROW marker
SW 70.85 feet to found aluminum cap
SW 71.53 feet to found 'X' in top of ROW marker
In centerline of asphalt road bearing E/W
LAT: 40°54'05.88"N
LON: -97°09'29.82"W
- Railroad Rail Occupies Location**
1/4 26/25 NW 59.88 feet in found nail in top of corner fence post
NE 59.42 feet to set 5/8" capped rebar
SE 171.12 feet to top of fire hydrant
LAT: 40°53'39.75"N
LON: -97°09'30.12"W
- Found Iron Pipe, 8" Deep**
26/25 NW 39.81 feet to set nail & washer in SE face of power pole, 24" high
SW 47.49 feet to set nail & washer in SE face of power pole, 30" high
SE 54.06 feet in set nail & washer in E face of power pole, 24" high
LAT: 40°53'13.63"N
LON: -97°09'30.42"W

DOCUMENTS OF INTEREST:
WD - BOOK 118, PAGE 483
F-56(21) Highway Application
DOD - INST #: 201700955
WD - BOOK 83, PAGE 757
SSO - 156-57, LS# 343, 1988
SSO - 167-879, LS# 343, 1989
SSO - 820-107, LS# 549, 2007
SSO - 820-186, LS# 549, 2007
SSO - 820-195, LS# 549, 2007
SSO - 732-316, LS# 333, 2004

TOTAL ARC INFORMATION
ARCH LENGTH 1070.56'
RADIUS 1277.54'
DELTA ANGLE 48°00'46"
CHORD ANGLE N23°34'01"W
CHORD LENGTH 1039.51'

GENERAL NOTES

- RTK-GNSS USING RTN SETUP COLLECTED DATA FOR THIS MAP
- GEOID: GRS 1980, PROJECTION: LAMBERT_CONFORMAL_CONIC_2SP
- THE BASIS FOR BEARING OF THIS SURVEY IS THE STATE PLANE GROUND COORDINATE BEARING (NAD 83) BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 26 TOWNSHIP 11 NORTH RANGE 2 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEWARD COUNTY, NEBRASKA
- SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A TITLE REPORT
- THE EAST QUARTER CORNER OF SECTION 26-11-2E WAS ESTABLISHED ON LINE, EQUAL DISTANCE BETWEEN THE NORTHEAST AND SOUTHEAST CORNER OF SAID SECTION 26 IN 1989. A 1/2" NAIL WAS SET IN THE RAILROAD CROSSING PLANK. THE CROSSING HAS BEEN REPLACED WITH A CONCRETE STRUCTURE AND TIES SET IN THAT SURVEY WERE DESTROYED AND NOT RECOVERED. SEWARD COUNTY SURVEYOR, BRIAN FORAL, WAS CONTACTED. AS THE PERPETUATION OF THIS CORNER WAS ON LINE/EQUAL DISTANCE, AS STATED ABOVE, A COMPUTED POINT WAS DETERMINED AND THIS WERE SET FOR FUTURE USE. THIS LOCATION FALLS DIRECTLY ON THE RAIL OF THE EXISTING TRACK.

BURLINGTON NORTHERN
SANTA FE RAILROAD
(As located in the field, Deed Book I, Page 51)

Legend

- Found Monument
- Section Corner
- Set 5/8"x24" Capped Rebar
- Computed Point
- M - Measured
- S - Dennis D. Simonds, LS# 343, 1988
- S1 - Dennis D. Simonds, LS# 343, 1989
- R - Kerry W. Simonds, LS# 333, 2004
- D - NDOT, 1974

Scale Factor: 1.000351893863
All Distances are Ground Horizontal



INDEX OF SHEETS
PAGE 1 - PLAT
PAGE 2 - SIGNATURES

Virlyn S. Bolte PLS 631
Land Services LLC

I, Virlyn S. Bolte, a Professional Licensed Land Surveyor in the State of Nebraska, hereby certify that the above plat is from an accurate survey conducted under my direct supervision on January 7th, 2025, in accordance with the Land Surveyors Regulation Act in effect at the time of this survey, Mr. Jack C. Reiman, Nebraska Surveyor in Training, #304, Crewchief.



VIRLYN S. BOLTE
Nebraska Professional
Land Surveyor #631
402-363-9101

402-721-5244 (Office)
land_services_llc@yahoo.com

JACK REIMAN
Nebraska SIT #304
402-340-2621

Propst Acres

Seward County, Nebraska

26-11N-2E

Propst Acres, An Administrative Replat, located in the NE 1/4 of Section 26, Township 11 North, Range 2 East of the 6th P.M., Seward, County, Nebraska.

Legal Description:

Propst Acres, being located in the Northeast Quarter (NE¼) of Section Twenty Six (26), Township Eleven (11) North, Range Two (2) East of the Sixth Principle Meridian (6th P.M.), Seward County, Nebraska being more particularly described as follows:
Referring to the northeast corner of section 26 (found); thence on an assumed bearing of South 01°22'48" East a distance of 65.00 feet on the east line of said section 26 to the **Point of Beginning**; thence South 01°22'48" East, on the east line of the northeast quarter, a distance of 1289.32 feet to a 5/8 inch capped rebar (set); thence South 88°37'12" West a distance of 33.00 feet to a 5/8 inch capped rebar (set); thence South 88°37'12" West a distance of 27.00 feet to a 5/8 inch capped rebar (set); thence with a curve turning to the left with an arc length of 1070.56 feet, with a radius of 1277.54 feet, with a chord bearing of North 23°34'01" West, with a chord length of 1039.51 feet to a 5/8 inch capped rebar (set), being on the south line of a tract of land formerly surveyed in 1988 by Nebraska Registered Land Surveyor 343; thence on said formerly surveyed tract of land on a bearing of South 88°11'28" West a distance of 77.93 feet to a 5/8 inch capped rebar (set); thence North 01°00'08" West a distance of 323.40 feet to an iron pipe (found), being the south right of way line for State Highway 34; thence North 88°11'23" East, on the south right of way line of said Highway #34, a distance of 528.36 feet to the **Point of Beginning**.

Containing a calculated area of 7.84 Acres, more or less.
Subject to all conditions and restrictions of record.

OWNERSHIP CERTIFICATE

WE, JON C. PROPST AND TWILA JEAN PROPST, HUSBAND AND WIFE, TRUSTEES, AND ARTHUR J. SLATIN AND PATRICIA K. SLATIN, THE UNDERSIGNED OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED IN THE LEGAL DESCRIPTION HEREON, DO HEREBY CERTIFY THAT WE HAVE LAID OUT, PLATTED AND SUBDIVIDED SAID PROPERTY IN ACCORDANCE WITH THIS PLAT.

JON C. PROPST, TRUSTEE

ARTHUR J. SLATIN

TWILA JEAN PROPST, TRUSTEE

PATRICIA K. SLATIN

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA, COUNTY OF SEWARD
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED JON C. PROPST AND TWILA JEAN PROPST, HUSBAND AND WIFE, TRUSTEES. THEY ACKNOWLEDGED THIS EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, 2026

NOTARY

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA, COUNTY OF SEWARD
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED ARTHUR J. SLATIN. HE ACKNOWLEDGED THIS EXECUTION OF THE FOREGOING INSTRUMENT AS HIS VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, 2026

NOTARY

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA, COUNTY OF SEWARD
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED PATRICIA K. SLATIN. SHE ACKNOWLEDGED THIS EXECUTION OF THE FOREGOING INSTRUMENT AS HER VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, 2026

NOTARY

APPROVAL OF THE SEWARD COUNTY PLANNING COMMISSION

THIS PLAT of Propst Acres HAS BEEN SUBMITTED TO AND APPROVED BY THE SEWARD COUNTY PLANNING COMMISSION

SIGNED THIS ____ DAY OF _____, 2026

PLANNING COMMISSION CHAIRPERSON

APPROVAL OF THE SEWARD COUNTY BOARD OF COMMISSIONERS

THIS PLAT of Propst Acres HAS BEEN SUBMITTED TO AND APPROVED BY THE SEWARD COUNTY BOARD OF COMMISSIONERS

SIGNED THIS ____ DAY OF _____, 2026

CHAIRMAN, (SEWARD COUNTY BOARD OF COMMISSIONERS)

REGISTER OF DEEDS CERTIFICATE

STATE OF NEBRASKA)
COUNTY OF SEWARD) SS:

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

DATE: _____ TIME: _____ DRAWER NO. _____ FEE: _____

REGISTER OF DEEDS

INSTRUMENT NO

INDEX OF SHEETS
PAGE 1 - PLAT
PAGE 2 - SIGNATURES



LAND SERVICES, LLC

302 Road 3
Henderson, NE 68371

402-723-5244 (Office)
land_services_llc@yahoo.com

VIRLYN S. BOLTE
Nebraska Professional
Land Surveyor #631
402-363-9111

JACK REIMAN
Nebraska SIT #304
402-340-2521

RESOLUTION NO _____ OF THE SEWARD COUNTY BOARD OF COMMISSIONERS

WHEREAS Arthur Slatin owns approximately 144.97 acres located in the Northeast Quarter of Section 26, Township 11 North, Range 2 East of the 6th P.M., Seward County, Nebraska. He has applied for an Administrative Plat to remove 3.86 acres from his property. Jon Propst owns 3.98 acres in the same section. The 3.86 acres being removed from Slatin's property will be added to Propst's tract, increasing Propst's total acreage to 7.84 acres.

WHEREAS the Administrative Plat shall be called Propst Acres and

WHEREAS The Seward County Planning Commission held a meeting on January 26, 2026 to consider the Short Form Plat, and

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

WHEREAS ___ No one appeared to oppose the subdivision.

___ Individuals appeared to oppose the subdivision

___ No one appeared to support the subdivision

___ Individuals appeared to support the subdivision.

___ Individuals appeared without commitment, and

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

MOTION BY: _____

SECONDED BY: _____

ROLL CALL

AYES: _____ NAYS: _____

Chairman, Board of Commissioners

Chairman, Board of Commissioners

February 17, 2026

ATTEST: _____

Brandy Johnson, Seward County Clerk



WELLBEING INITIATIVE

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by and between:
The County of Seward, Nebraska on behalf of the Seward County Detention Center (the "County") and Wellbeing Initiative, Inc., ("Wellbeing").

Purpose:

The purpose of this MOU is to define and outline the roles and responsibilities of each agency. The contents of this MOU are mutually agreed upon and each agency is encouraged to communicate any difficulties that may arise from this partnership. Each agency reserves the right to terminate any or all of this MOU at any time following a 30-day written notice. The terms of this MOU are for the time period of March 01, 2026 – February 28, 2027 and month to month thereafter for peer support services provided by Wellbeing Initiative.

Roles and responsibilities:

1. Seward County Detention Center agrees to:

- Provide space for a Recovery Community Navigator to meet with individuals to provide one-on-one peer support, up to 4 hours each week.
- Provide space for a Recovery Community Navigator to host recovery groups, up to 4 hours each week.
- Invite/Refer individuals to participate in recovery groups.
- Refer individuals to peer support services.
- 1 year of equal monthly payments (\$625 per month) totaling \$7,500 for peer support services and payments of \$625 per month on a month-to-month basis thereafter for peer support services provided by Wellbeing Initiative.

2. Wellbeing Initiative, Inc. agrees to:

- Provide a Recovery Community Navigator who will work with individuals to provide one-on-one peer support and recovery groups at the jail, up to 4 hours each week.

Terms and Conditions:

In connection with the carrying out of the activities provided herein, Wellbeing and the County agree to the following terms and conditions:

1. **Hold Harmless:** Wellbeing shall indemnify and hold harmless the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by Wellbeing, its employees, agents, or representatives, either directly or indirectly employed by them. This section will not require Wellbeing to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the negligence of the County.



WELLBEING INITIATIVE

2. Independent Contractor: It is the express intent of the Parties that this MOU shall not create an employer-employee relationship. Employees of Wellbeing shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of Wellbeing. The County will pay Wellbeing \$625 per month for 4 hours a week of Peer Support Services totaling \$7,500 yearly and payments of \$625 per month on a month-to-month basis thereafter for peer support services provided by Wellbeing Initiative. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Wellbeing shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local, and any other payroll taxes with respect to its employees' compensation.

3. Insurance: Wellbeing shall provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Agreement are set forth below and shall be in effect for all times that work is being done pursuant to this Agreement. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000.00 per occurrence.

a) **Workers' Compensation.** Wellbeing shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Wellbeing shall provide the County with an endorsement for waiver of subrogation.

b) **Commercial General Liability.** Wellbeing shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$1,000,000 Aggregate. Wellbeing shall provide an additional insured endorsement acceptable to the County, and approval shall not be unreasonably withheld.

c) **Automobile Liability.** Wellbeing shall provide proof of Automobile coverage, which shall include: Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

d) **Additional Insured.** An Additional Insured endorsement shall be provided to County naming County as additional insureds using ISO additional insured endorsement under the commercial general liability policy. Said insurance shall be written on an **OCCURRENCE** basis.

e) **Certificates.** Wellbeing shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, Wellbeing shall furnish a full and complete copy of any policy of insurance (other than workers' compensation), required by this Agreement, to the County within a reasonable time, not to exceed thirty (30) days. During the term of the Agreement and during the period of any required continuing coverages, Wellbeing shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The Parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

f) **Minimum Scope of Insurance.** All insurance coverage is to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an



WELLBEING INITIATIVE

A.M. Best's Rating of no less than AVII unless specific approval has been granted otherwise.

g) Sovereign Immunity. Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of the County.

Signature: Sadie Thompson
Date: 02/10/2026

Signature: _____

Date: _____



January 6, 2026

Seward County Board of Commissioners
Courthouse – Room 303
529 Seward Street
Seward, NE 68434

RE: Zoning Assistance
Seward County, NE

Board members:

First, I would like to say thank you for the opportunity to work with Seward County once again. MPC was asked to submit this Letter of Agreement to assist the Planning and Zoning Office with various tasks as requested.

The Planning and Zoning Assistance will include:

- Assist with questions from Planning and Zoning staff regarding applications
- Assist Planning and Zoning with reviewing and/or developing findings of fact for specific applications, as requested.
- Assistance with interpretation of Seward County Regulations.
- Advice on making and reviewing policies and procedures
- Review of correspondence as requested by the Planning and Zoning staff
- Time period for this Letter of Agreement shall be from February 2026 through June 2026.

Project costs are as follows:

- \$100.00 per hour capped at \$4,000.00 (40 hours) for the year. These hours may be increased upon an agreeable amendment to this Letter of Agreement.
- For the period of January 2026 to June 30, 2026, the fee will be capped at \$2,000.00 (20 hours). These hours may be increased upon an agreeable amendment to this Letter of Agreement.
- This agreement may be set up as an hourly agreement or as a retainer for the entire amount listed above.
- Attendance at meetings will be at the request of the Seward County Zoning Administrator.
- Attendance at meetings will be billed at a rate of \$500.00 per meeting for MPC staff and \$750.00 per meeting for attendance by Keith Marvin.
- Billing will occur monthly unless it is a retainer in which case it will be billed out at the execution of this agreement.
- Exclusions include any and all attorney fees and all costs and fees associated with acting as an expert witness in any litigation.

If these terms are acceptable, please sign below and let us know if you would prefer an hourly billing or a retainer. MPC looks forward to our continued working relationship with Seward County. If you have any questions, feel free to contact me at 402.606.6405 or kmarvin@marvinplanning.com.

Keith A. Marvin, AICP
President/Project Manager

Marvin Planning Consultants, Inc.

382 North 4th Street
P.O. Box 410
David City, NE 68632
402.367.5031
402.606.6405

Marvin Planning

Consultants, Inc

Keith A. Marvin AICP

Date

Seward County

Chair

Date