

**NOTICE OF PUBLIC MEETING OF
SEWARD COUNTY BOARD OF COMMISSIONERS
TUESDAY, APRIL 7, 2026**

Notice is hereby given that a meeting of the Seward County Board of Commissioners will be held at 8:30 a.m. on Tuesday, April 7, 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 April 7, 2026 are as follows:

8:30 a.m.

1. Convene and announce Open Meetings Law
2. Pledge of Allegiance
3. Discuss/Action - Approve minutes of March 31, 2026
4. Discuss/Action – Claims for the period through March 27, 2026
5. Consent Agenda:
 - a) Clerk of the District Court Fee Report for March 2026 - \$5,631.13
 - b) County Clerk Fee Report for March 2026 - \$71,543.76
 - c) Authorize Chair to Sign Implementation Agreement with JEO Consulting for the Safe Streets and Roads for All (SS4A) Safety Study on State Street/Tech South Through Milford

Other Business Matters to Address When Time Allows

6. Discuss/Action – Public/Organizations/Officials
 7. Commissioner Reports
 8. Discuss/Action – Agenda for April 14, 2026
- 9:05 a.m.** Discuss/Action – Authorize Chair to Sign Service Agreement With Jackson's Heavy Equipment Training, LLC for Motor Grader Operator Training
- 9:15 a.m.** Discuss/Action – Sheriff's Office Inventory for FY 2024 – 2025
- Discuss/Action – Surplus Property Disposal Request for Sheriff's Office
- 9:30 a.m.** Discuss/Action – Award Abandoned Cemetery Mowing Bid
- Discuss/Action – Authorize Chair to Sign Contract for Abandoned Cemetery Mowing Bid
- 9:35 a.m.** Discuss/Action – Authorize Chair to Sign Disclosure of Ownership and Control Interest Statement for Public Transit Medicaid Provider Application

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 04/06/2026

Seward County Clerk

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

April 7, 2026

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

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

April 7, 2026

			TRANSFER	REG. MTHLY AMT	TOTAL
GENERAL FUND 100			\$646,440.17	\$390,598.04	\$1,037,038.21
ROAD FUND 300				\$96,638.51	\$96,638.51
ROAD BUYBACK FUND 650				\$0.00	\$0.00
SPECIAL ROAD FUND 700				\$21,350.00	\$21,350.00
DEBT SERVICE FUND - JUSTICE CENTER 900				\$0.00	\$0.00
SINKING FUND 0950				\$0.00	\$0.00
VISITORS PROMOTION FUND 990				\$2,115.00	\$2,115.00
VISITORS IMPROVEMENT FUND 995				\$3,547.50	\$3,547.50
ASSESSOR REAPPRAISAL 1100				\$0.00	\$0.00
REGISTER OF DEEDS FUND 1150				\$647.81	\$647.81
HEALTH CLAIM FUND 1250				\$150,174.32	\$150,174.32
VETERANS AID FUND 1900				\$0.00	\$0.00
AGING SERVICE FUND 2250				\$3,141.44	\$3,141.44
DRUG LAW ENFORCE FUND 2360				\$120.03	\$120.03
PROBLEM SOLVING COURT 2390				\$100.00	\$100.00
CO ATTY FED DRUG LAW ENF FUND 2410				\$0.00	\$0.00
CO ATTY TREASURY FUND 2411				\$0.00	\$0.00
TREASURY FUNDS (SHERIFF DRUG) 2412				\$0.00	\$0.00
JUSTICE FUNDS 2414				\$4,503.00	\$4,503.00
HOUSE ARREST FUND 2435				\$0.00	\$0.00
ATTORNEY GRANT FUND 2500				\$0.00	\$0.00
EMERGENCY MGR GRANT FUND 2501				\$0.00	\$0.00
E911 GRANT FUND 2502				\$0.00	\$0.00
ROAD GRANT FUND 2503				\$0.00	\$0.00
MISC GRANT FUND 2504				\$0.00	\$0.00
AMERICAN RELIEF FUND 2580				\$0.00	\$0.00
INHERITANCE TAX FUND 2700				\$29,416.44	\$29,416.44
E911 FUND 2910				\$24,646.66	\$24,646.66
911 WIRELESS SERVICE 2913				\$0.00	\$0.00
911 WIRELESS SERVICE 2914				\$0.00	\$0.00
COMMISSARY FUND 2965				\$1,717.01	\$1,717.01
			\$646,440.17	\$728,715.76	\$1,375,155.93
TOTAL IMPREST FUND					

Dated this _____ day of _____, 20_____.

BRANDY JOHNSON

(SEAL)

Seward
County Clerk

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

April 7, 2026

24-Mar-26

ALLOWED BY THE SEWARD COUNTY COMMISSIONERS AND THEY HAVE AUTHORIZED PAYMENT OF SAME FROM THE IMPREST FUND.

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

April 7, 2026

			REG. MTHLY AMT	TOTAL
GENERAL FUND 100			\$295,774.66	\$295,774.66
ROAD FUND 300			\$61,033.87	\$61,033.87
ROAD BUYBACK FUND 650			\$0.00	\$0.00
SPECIAL ROAD FUND 700			\$0.00	\$0.00
DEBT SERVICE FUND - JUSTICE CENTER 90			\$0.00	\$0.00
SINKING FUND 950			\$0.00	\$0.00
VISITORS PROMOTION FUND 990			\$0.00	\$0.00
VISITORS IMPROVEMENT FUND 995			\$0.00	\$0.00
ASSESSOR REAPPRAISAL FUND 1100			\$0.00	\$0.00
REGISTER OF DEEDS FUND 1150			\$0.00	\$0.00
HEALTH CLAIM FUND 1250			\$0.00	\$0.00
VETERANS AID FUND 1900			\$0.00	\$0.00
AGING SERVICE FUND 2250			\$2,532.11	\$2,532.11
DRUG LAW ENFORCE FUND 2360			\$0.00	\$0.00
PROBLEM SOLVING COURT 2390			\$0.00	\$0.00
CO ATTY FED DRUG LAW ENF FUND 2410			\$0.00	\$0.00
CO ATTY TREASURY FUND 2411			\$0.00	\$0.00
SHERIFF FED DRUG LAW ENF FUND 2412			\$0.00	\$0.00
SHERIFF FED DRUG ENFORCE FUND 2414			\$0.00	\$0.00
HOUSE ARREST FUND 2435			\$0.00	\$0.00
ATTORNEY GRANT FUND 2500			\$2,668.72	\$2,668.72
EMERGENCY MGR GRANT FUND 2501			\$0.00	\$0.00
E911 GRANT FUND 2502			\$0.00	\$0.00
ROAD GRANT FUND 2503			\$0.00	\$0.00
MISC GRANT FUND 2504			\$1,057.72	\$1,057.72
AMERICAN RELIEF FUND 2580			\$0.00	\$0.00
INHERITANCE TAX FUND 2700			\$0.00	\$0.00
E911 FUND 2910			\$26,571.73	\$26,571.73
911 WIRELESS SERVICE 2913			\$0.00	\$0.00
911 WIRELESS SERVICE 2914			\$0.00	\$0.00
COMMISSARY FUND 2965			\$0.00	\$0.00
TOTAL PERSONNEL IMPREST FUND			\$389,638.81	\$389,638.81

Dated this _____ day of _____, 20____.

BRANDY JOHNSON
SEWARD COUNTY CLERK

(SEAL)

Seward District Court
 Detail Fee Forecast Report
 For the Month of March, 2026

Agency Name: Seward County Treasurer

GL Acct	Account Description	Case ID	ID	Amount
310	Petition	CI 26	24	35.00
310	Petition	CI 26	25	35.00
310	Petition	CI 26	26	35.00
310	Petition	CI 26	27	35.00
310	Petition	CI 26	28	35.00
310	Petition	CI 26	29	35.00
310	Petition	CI 26	31	35.00
310	Petition	CI 26	32	35.00
310	Petition	CI 26	33	35.00
310	Petition	CI 26	34	35.00
310	Petition	CI 26	35	35.00
310	Petition	CI 26	37	35.00
GL ACCT Sub Total				420.00
315	Information	CR 24	72	35.00
315	Information	CR 25	24	35.00
315	Information	CR 25	77	35.00
315	Information	CR 25	78	35.00
315	Information	CR 25	83	35.00
GL ACCT Sub Total				175.00
321	Automation Fee	CR 24	72	8.00
321	Automation Fee	CR 25	24	8.00
321	Automation Fee	CR 25	77	8.00
321	Automation Fee	CR 25	78	8.00
321	Automation Fee	CR 25	83	8.00
GL ACCT Sub Total				40.00
344	NSC Education Fee	CR 24	72	1.00
344	NSC Education Fee	CR 25	24	1.00
344	NSC Education Fee	CR 25	77	1.00
344	NSC Education Fee	CR 25	78	1.00
344	NSC Education Fee	CR 25	83	1.00
GL ACCT Sub Total				5.00
345	Dispute Resolution Fee	CR 24	72	.75
345	Dispute Resolution Fee	CR 25	24	.75
345	Dispute Resolution Fee	CR 25	77	.75
345	Dispute Resolution Fee	CR 25	78	.75
345	Dispute Resolution Fee	CR 25	83	.75
GL ACCT Sub Total				3.75

Seward District Court
 Detail Fee Forecast Report
 For the Month of March, 2026

346	Indigent Defense Fee	CR 24	72	3.00
346	Indigent Defense Fee	CR 25	24	3.00
346	Indigent Defense Fee	CR 25	77	3.00
346	Indigent Defense Fee	CR 25	78	3.00
346	Indigent Defense Fee	CR 25	83	3.00

GL ACCT Sub Total				15.00
347	Uniform Data Analysis Fee	CR 24	72	1.00
347	Uniform Data Analysis Fee	CR 25	24	1.00
347	Uniform Data Analysis Fee	CR 25	77	1.00
347	Uniform Data Analysis Fee	CR 25	78	1.00
347	Uniform Data Analysis Fee	CR 25	83	1.00

GL ACCT Sub Total				5.00
370	J.R.F.	CR 24	72	6.00
370	J.R.F.	CR 25	24	6.00
370	J.R.F.	CR 25	77	6.00
370	J.R.F.	CR 25	78	6.00
370	J.R.F.	CR 25	83	6.00

GL ACCT Sub Total				30.00
371	Filing Fee-JRF	CR 24	72	7.00
371	Filing Fee-JRF	CR 25	24	7.00
371	Filing Fee-JRF	CR 25	77	7.00
371	Filing Fee-JRF	CR 25	78	7.00
371	Filing Fee-JRF	CR 25	83	7.00

GL ACCT Sub Total				35.00
374	Civil Legal Services Fund	CR 24	72	1.00
374	Civil Legal Services Fund	CR 25	24	1.00
374	Civil Legal Services Fund	CR 25	77	1.00
374	Civil Legal Services Fund	CR 25	78	1.00
374	Civil Legal Services Fund	CR 25	83	1.00

GL ACCT Sub Total				5.00
375	L.E.I.F.	CR 24	72	2.00
375	L.E.I.F.	CR 25	24	2.00
375	L.E.I.F.	CR 25	77	2.00
375	L.E.I.F.	CR 25	78	2.00
375	L.E.I.F.	CR 25	83	2.00

GL ACCT Sub Total				10.00
379	Legal Aid/Services Fund	CR 24	72	6.25
379	Legal Aid/Services Fund	CR 25	24	6.25

Seward District Court
 Detail Fee Forecast Report
 For the Month of March, 2026

379	Legal Aid/Services Fund	CR 25	77	6.25
379	Legal Aid/Services Fund	CR 25	78	6.25
379	Legal Aid/Services Fund	CR 25	83	6.25

GL ACCT Sub Total	31.25
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384	Seal Cert/Auth Copies	00		1.00
384	Seal Cert/Auth Copies	CI 05	204	1.00
384	Seal Cert/Auth Copies	CI 23	37	1.00
384	Seal Cert/Auth Copies	CI 24	15	3.00
384	Seal Cert/Auth Copies	CR 24	39	1.00
384	Seal Cert/Auth Copies	CR 25	59	1.00

GL ACCT Sub Total	8.00
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385	Comp Rec/Records Management	CI 26	24	15.00
385	Comp Rec/Records Management	CI 26	25	15.00
385	Comp Rec/Records Management	CI 26	26	15.00
385	Comp Rec/Records Management	CI 26	27	15.00
385	Comp Rec/Records Management	CI 26	28	15.00
385	Comp Rec/Records Management	CI 26	29	15.00
385	Comp Rec/Records Management	CI 26	31	15.00
385	Comp Rec/Records Management	CI 26	32	15.00
385	Comp Rec/Records Management	CI 26	33	15.00
385	Comp Rec/Records Management	CI 26	34	15.00
385	Comp Rec/Records Management	CI 26	35	15.00
385	Comp Rec/Records Management	CI 26	37	15.00
385	Comp Rec/Records Management	CR 24	72	15.00
385	Comp Rec/Records Management	CR 25	24	15.00
385	Comp Rec/Records Management	CR 25	77	15.00
385	Comp Rec/Records Management	CR 25	78	15.00
385	Comp Rec/Records Management	CR 25	83	15.00

GL ACCT Sub Total	255.00
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386	Photocopy Fees	00		2.25
386	Photocopy Fees	CI 05	204	.50
386	Photocopy Fees	CI 14	71	1.75
386	Photocopy Fees	CI 23	37	4.00
386	Photocopy Fees	CI 24	15	4.50

GL ACCT Sub Total	13.00
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390	Interest on Bank Account	00		85.23
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GL ACCT Sub Total	85.23
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420	County Court Fees	CR 24	72	49.00
420	County Court Fees	CR 25	24	51.00
420	County Court Fees	CR 25	77	49.00

Seward District Court
 Detail Fee Forecast Report
 For the Month of March, 2026

420	County Court Fees	CR 25	78	49.00
420	County Court Fees	CR 25	83	49.00
	GL ACCT Sub Total			----- 247.00
447	Service Fees	CR 25	24	54.40
447	Service Fees	CR 25	83	18.50
	GL ACCT Sub Total			----- 72.90
499	Fines	CR 22	33	1,500.00
499	Fines	CR 25	19	50.00
	GL ACCT Sub Total			----- 1,550.00
984	Passport Processing Fee-Coun		00	2,625.00
	GL ACCT Sub Total			----- 2,625.00
	AGENCY Sub Total			----- 5,631.13
	GRAND TOTAL			----- 5,631.13

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 March 2026.

Sheila Lueders
Clerk of the District Court



SUBSCRIBED in my presence this 2nd day of April, 2026.

Tracy R. Phillips Election Deputy
County Clerk



COUNTY CLERK FEE REPORT FOR THE MONTH OF MARCH 2026

TOTAL DOCUMENTARY STAMP FEES:	
COUNTY SHARE DOCUMENTARY FEES:	\$10,311.68
STATE SHARE DOCUMENTARY FEES:	\$37,538.32
ELECTION FEES:	\$14,268.26
REIMBURSABLE ELECTION COSTS:	\$0.00
MARRIAGE LICENSE FEES:	\$150.00
CANDIDATE FILING FEES:	\$0.00
DOCUMENT REGULAR FILING FEES:	\$7,641.50
ROD FUND	\$1,202.50
ROD MISC:	\$0.00
ELECTRONIC COPIES:	\$0.00
COPIES:	\$210.50
LICENSES:	\$221.00
SALE OF PLAT BOOKS	\$0.00
CITY SALES TAX	\$0.00
STATE SALES TAX	\$0.00
POSTAGE	\$0.00
COMMISSION	\$0.00
MISC FEE:	\$0.00
TOTAL FEES:	\$71,543.76



**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **30 March 2026** (“Effective Date”) between **Seward County** (“Client”) and JEO Consulting Group, Inc. (“JEO”).

Client’s project, of which JEO’s services under this Agreement are a part, is generally identified as follows:

Bertrand Planning Support (“Project”).

JEO Project Number: R260614.00

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

- A. JEO shall provide, or cause to be provided, the services set forth in Exhibit A.

ARTICLE 2 - CLIENT’S RESPONSIBILITIES

2.01 Client Responsibilities

- A. Client responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$400,000.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Client and JEO and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Seward County

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

JEO Consulting Group, Inc.

 _____

By: Andrea Gebhart _____

Title: Project Manager _____

Date Signed: 3/30/2026

Address for giving notices:

JEO Consulting Group, Inc. _____

2500 Q Street, Suite 500 _____

Lincoln, NE 68503 _____

SCOPE OF SERVICES

Seward County

Pedestrian Travel Safety Study on State Street/Tech South

JEO Project Number: R260614.00

PROJECT DESCRIPTION:

The Seward County SS4A Implementation Project will evaluate pedestrian safety conditions along the State Street/Tech South corridor near Southeast Community College in Milford through analysis of speeds, traffic volumes, and pedestrian crossing behavior. The selected strategy(ies) will be implemented as a quick-build demonstration treatment and evaluated to inform future permanent improvements and updates to the County's Comprehensive Safety Action Plan (CSAP).

SCOPE OF SERVICES:

1 SUPPLEMENTAL PLANNING

- 1.1 Project Management** - The JEO team will conduct a kickoff meeting with Seward County and key partners to confirm the project area limits, goals, schedule, roles, decision points, and communication expectations. The team will provide ongoing project coordination and communication related to budget, schedule, milestones, and overall project progress. Tasks may include progress meetings (up to 9 between March 2026 and January 2027) and preparation of monthly progress reports submitted with billings.
- 1.2 Stakeholder Engagement** - The JEO team will facilitate and support a stakeholder engagement process that includes coordination with key partners, local agencies, corridor stakeholders, and other interested parties identified by the County.
- 1.2.1** Periodically include project-specific stakeholder group in progress meetings.
- 1.2.2** Provide periodic updates for County staff to send to members of the prior Advisory Committee.
- 1.2.3** Web-based community survey paired with one on-site pop-up to encourage survey participation and draw attention to the safety initiative.
- 1.2.4** Coordinate with the landfill operator and key hauling entities to understand operational perspectives and incorporate input regarding access, routing, and potential safety improvements.
- 1.3 Study Area Safety Assessment**
- 1.3.1 Data collection** - The JEO team will collect the following data in spring 2026:
- Bi-directional speed data along State Street within the SCC campus at a maximum of two, yet to be determined, locations.
 - 24-hour traffic volume data, including pedestrian activity, at up to six intersections, including:
 - 5th St/Pioneers Rd & State St
 - 238th St & Old Cheney Rd
 - Pioneers Rd/Hwy 6 & N Welch Park Rd
 - G&P Landfill's driveway on 238 St

- 1.3.2 Analysis & Needs Identification** - The JEO team will analyze collected traffic, speed, pedestrian, and contextual data to evaluate existing operational and safety conditions at the study locations. This analysis will identify crash patterns (if applicable), conflict points, multimodal risk factors, and corridor characteristics contributing to safety concerns. The JEO team will synthesize findings to define key safety needs, priority issues, and target user groups to inform development of potential countermeasures and demonstration concepts. The JEO team will document project data and analysis in spreadsheets and technical memoranda, which will be incorporated into a consolidated final report.
- 1.3.3 Potential Safety Improvements** - The JEO team will develop and evaluate a range of potential safety improvements based on identified needs and documented risk conditions. Improvements may include geometric, operational, and/or traffic control strategies and will consider short-term demonstration treatments, as well as mid-range and longer-term capital solutions. Alternatives will be compared at a planning level to identify relative feasibility, anticipated safety benefit, and implementation considerations. A recommended demonstration concept will be advanced into design, with complementary mid- and long-term strategies identified for future consideration. The JEO team will document project data and analysis in spreadsheets and technical memoranda, which will be incorporated into a consolidated final report.
- 1.3.4 CSAP Review** - The JEO team will review the County's Comprehensive Safety Action Plan (CSAP) to identify updates that enhance consistency with current grant guidance and support eligibility for future safety and infrastructure funding opportunities. This effort will result in a brief memorandum summarizing recommended improvements, along with in-line edits to the CSAP reflecting proposed revisions. Revisions will be incorporated and finalized as part of Task 3.3.3.
- 1.4 NEPA Screening and Coordination** - The JEO team will evaluate potential NEPA applicability based on the selected improvements and anticipated funding sources. This effort is intended to support pre-NEPA planning and position the County for future implementation phases, if pursued.
- 1.4.1** Review proposed improvements and funding sources to determine whether NEPA is triggered and identify the anticipated level of documentation, if applicable.
- 1.4.2** Coordinate with County staff and, as appropriate, funding or regulatory agencies to confirm NEPA applicability and documentation pathway.
- 1.4.3** Prepare a NEPA Applicability Memorandum summarizing potential triggers, anticipated level of review, required technical studies, and recommended next steps to advance future phases.

2 DEMONSTRATION DESIGN AND IMPLEMENTATION READINESS

- 2.1 Project Management** - The team will provide ongoing project coordination and communication related to budget, schedule, milestones, and overall project progress. Tasks may include progress meetings (up to 5 between January 2027 and May 2027) and preparation of monthly progress reports submitted with billings.
- 2.2 Stakeholder Engagement** - The JEO team will facilitate and support a stakeholder engagement process that includes coordination with key partners, local agencies, corridor stakeholders, and other interested parties identified by the County.
- 2.2.1** Periodically include project-specific stakeholder group in progress meetings (anticipated to occur monthly).
- 2.2.2** Provide periodic updates for County staff to send to members of the prior Advisory Committee.
- 2.3 Quick-Build Demonstration Design Package** - Based on Phase 1 findings, the JEO team will prepare a demonstration design package suitable for temporary implementation to pilot and evaluate strategies intended to improve safety and encourage safe speeds along the corridor. The package will focus on low-cost, short-term, and reversible treatments. JEO will coordinate with the County and key stakeholders to confirm constructability, maintenance feasibility, traffic control needs, and practical placement. Coordination will also include identification of any right-of-way (ROW), access, drainage, or utility considerations that could affect installation or removal. This task includes:
- 2.3.1 Quick-Build Demonstration Design and Readiness Package.** Preparation of concept-level plan sheets using available GIS information illustrating proposed temporary treatments (e.g., pavement markings, channelization devices, temporary curb extensions, signage, etc.), including layout, key dimensions, and placement details. The package will include typical sections (as needed), material specifications, estimated quantities, and installation notes sufficient for construction/field implementation by County forces or a contractor.
- 2.3.2 Installation sequencing recommendations.** Recommended phasing and sequencing for installation, including traffic control considerations, coordination with ongoing operations, and guidance to minimize disruption to corridor users during deployment.
- 2.3.3 ROW/Utility Considerations Summary (as applicable).** A summary memorandum identifying known or anticipated ROW constraints, driveway/access considerations, drainage implications, and visible utility conflicts that may influence placement or require coordination prior to installation.
- 2.4 Long-Term Alternatives Planning Workshop** - The JEO team will facilitate a two-hour workshop with County staff and key stakeholders to identify, brainstorm, and vet long-term safety improvement alternatives for the corridor. The session will build on Phase 1 findings and the quick-build demonstration concepts, focusing on feasible capital and policy strategies intended to improve safety and reduce speeds over the long term.

3 DEMONSTRATION INSTALLATION

- 3.1 **Project Management** - The team will provide ongoing project coordination and communication related to budget, schedule, milestones, and overall project progress. Tasks may include progress meetings (up to 9 between June 2027 and July 2028) and preparation of monthly progress reports submitted with billings. WSP would have time here.
- 3.2 **Stakeholder Engagement** - The JEO team will facilitate and support a stakeholder engagement process that includes coordination with key partners, local agencies, corridor stakeholders, and other interested parties identified by the County.
 - 3.2.1 Periodically include project-specific stakeholder group in progress meetings (anticipated to occur monthly).
 - 3.2.2 Provide periodic updates for County staff to send to members of the prior Advisory Committee.
- 3.3 **Demonstration Installation Support** - We will support the County in overseeing the implementation of the selected demonstration activities through coordination and field verification, including documentation of installed conditions and post-installation adjustment recommendations as needed. This may include:
 - 3.3.1 Attend a pre-installation coordination meeting with the County and contractor to review project intent, materials, traffic control, and installation schedule.
 - 3.3.2 Respond to contractor questions and provide clarification of demonstration layout or materials, as needed.
 - 3.3.3 Coordinate with County staff regarding field adjustments necessary to address site conditions or operational considerations.
 - 3.3.4 Conduct a final walkthrough following installation and provide a brief summary of observations.
- 3.4 **Demonstration Monitoring and Evaluation**
 - 3.4.1 **Data Collection** - Following implementation of the demonstration project, the JEO team will collect bi-directional speed and 24-hour traffic volume data at the same monitoring locations used in Task 1.3.1.
 - 3.4.2 **Analysis and Demonstration Evaluation Summary** - The JEO team will evaluate demonstration performance through structured before/after comparisons tied to baseline conditions (Task 3). The demonstration evaluations summary will support near-term refinement recommendations and provide clear documentation suitable for SS4A reporting, CSAP updates, and future funding justification.
 - 3.4.3 **CSAP Update Content Package** - The JEO team will prepare a CSAP update package incorporating study findings; demonstration activities and evaluation results; and the recommended revisions identified in Task 1.4 (CSAP Review).

4 OWNER RESPONSIBILITIES

- 4.1 Provide timely review of documents or requests for information.
- 4.2 Provide an editable CSAP document.

5 FEE

5.1 JEO will provide the services defined above for a fixed fee not to exceed the amount outlined in the fee schedule below:

Task		Fee ¹
1	Supplemental Planning	\$150,000
2	Demonstration Design and Implementation Readiness	\$125,000
3	Demonstration Installation and Evaluation	\$125,000
Total		\$400,000

5.2 Reimbursable Expenses

5.2.1 Typical reimbursable expenses are included in the fee and cover: mileage for trips required to complete the work defined above, meals, other travel expenses, software, copies/prints, and faxes.

5.2.2 Other reimbursable expenses shall be billed at cost.

5.3 Progress Payments

5.3.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.

5.3.2 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

6 CONTRACT TIME

6.1 JEO will work with Seward County to develop and maintain a schedule of project milestones. At the time of contracting, the anticipated milestone schedule is as follows:

Task	Estimated Completion	Assumptions
1. Supplemental Planning	10/31/2026	Intent is to observe both spring and fall
2. Demonstration Design and Implementation Readiness	03/31/2027	Anticipate about six months after completion of Phase 1
3. Demonstration Installation and Evaluation	Demonstration Installation Complete: 9/30/2027 Evaluation Window: 10/2027 – 06/2028	Anticipate about six months after completion of Phase 2 Evaluation to be minimum of six months, with good weather conditions
SS4A Grant Closeout	09/30/2028	Anticipate about three months after evaluation window

6.2 If the Basic Services covered by this Agreement have not been completed by September 30, 2028, through no fault of JEO, extension or adjustment of JEO’s services beyond that time shall be compensated as additional services.

7 EXCLUSIONS

The following items are not included in this agreement:

- 7.1 Any permit fees associated with permit applications
- 7.2 SWPPP Inspections
- 7.3 Material testing not outlined in the Scope of Services
- 7.4 Construction staking not outlined in the Scope of Services
- 7.5 Special meetings and meetings not outlined in the Scope of Services
- 7.6 Compensatory wetland or stream mitigation
- 7.7 Environmental assessments or permitting, not outlined in the scope of services
- 7.8 Temporary stream crossings
- 7.9 Legal descriptions and/or easements (both temporary and permanent) not within the proposed platted area
- 7.10 Topographic survey
- 7.11 Bidding Support

8 ADDITIONAL TERMS

- 8.1 The General Conditions are specified in Exhibit B.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (“JEO”) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client’s requirements for the project; designate and identify in writing a person to act with authority on the client’s behalf in respect to all aspects of the project; examine and respond promptly to JEO’s submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

4. TIMES FOR RENDERING SERVICES: JEO’s services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO’s obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has

requested changes in the scope, extent, or character of the project, the time of performance of JEO’s services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO’s statement, JEO may, after giving 7 days’ written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO’s profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO’s services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO’s written authorization shall be at the client’s risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney’s fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text,

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

- a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.
- b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.
- c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.
- d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent

negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance with limits not less than shown during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. For projects with construction services, the client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.



JACKSON'S HEAVY EQUIPMENT TRAINING, LLC

SEWARD COUNTY ROAD DEPARTMENT, NEBRASKA

PROFESSIONAL SERVICE AGREEMENT

MARCH 27, 2026

JACKSON'S HEAVY EQUIPMENT TRAINING, LLC
OWNER – BRIAN JACKSON, 111 COUNTY ROAD U, TOBIAS, NE 68453

The information contained in this document, training materials, and training is confidential in nature and that any disclosure or unauthorized use may cause harm or serious damage to Jackson's Heavy Equipment Training LLC. The information in this document, training materials, and training is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of Brian Jackson (Owner) Jackson's Heavy Equipment Training LLC.

JACKSON'S HEAVY EQUIPMENT TRAINING, LLC

PROFESSIONAL SERVICES AGREEMENT

Agreement between (**Seward County Highway Department, Nebraska**) (hereinafter ("Client")) and Jackson's Heavy Equipment Training, LLC.

WHEREAS (Client), intends to contract Jackson's Heavy Equipment Training, LLC of 111 County Road U, Tobias, Nebraska 68453 for the performance of certain tasks.

WHEREAS Client, principal place of business is located at., (**529 Seward St. #206, Seward, NE 68434**)

WHEREAS Jackson's Heavy Equipment Training, LLC declares and represents that Jackson's Heavy Equipment Training, LLC is engaged in and regularly maintains and carries on as an independent Native American and SBA Certified Veteran Owned Small Business.

THEREFORE, IN CONSIDERATION FOR THE FOREGOING REPRESENTATIONS AND THE FOLLOWING TERMS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

- SERVICES TO BE PERFORMED.** Client engages Jackson's Heavy Equipment Training, LLC to perform the following tasks and services,

This agreement covers motor grader, Level 2 Experienced Operator and Level 3 Super Elevations, Hills, and Intersections.

Jackson's Heavy Equipment Training, LLC will invoice Client, (Seward County Road Department, Nebraska, Attn: Jon Regnier, Highway Superintendent at 529 Seward St. #206, Seward, NE 68434, Phone: 1-402-643-3170, or Via Email: jregnier@sewardcountyne.gov after the completion of the "Services" performed.

Jackson's Heavy Equipment Training, LLC will invoice Client, upon completion of equipment training or services performed. Equipment training will be invoiced at a rate of \$2,000.00 per day up to 10 students per day.

Clients may send fewer than the minimum requirement of 10 students per day but will be charged the minimum daily rate of \$2,000.00 per day. For each additional student over 10 Jackson's Heavy Equipment Training, LLC will add an additional \$190.00 per student, per day to the invoice.

Training time is 7:00 am to 3:30 pm, additional time can be added but will occur an additional charge of \$300.00 per hour.

Personnel will need to have a photo Id when signing in on the first day to include driver's license / agency Id.

Dates scheduled for training are pending based on contract approval and availability. Agencies requesting training and personnel in attendance will fall under the provisions of this agreement.

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JACKSON'S HEAVY EQUIPMENT TRAINING, LLC

PROFESSIONAL SERVICES AGREEMENT

- 2. TERMS OF PAYMENT.** Client agrees to pay a non-refundable retainer of (25% of the estimated invoice). This fee is an advance for initial services, expenses, mobilization and setup costs and is earned in full by Jackson's Heavy Equipment Training, LLC. This fee is non-refundable under any circumstances. The client shall pay Jackson's Heavy Equipment Training, LLC, the balance due upon receipt of an invoice, according to the following terms and conditions set forth here. Any amounts due but unpaid after 30 days shall accrue interest at the legal statutory rate. Should Jackson's Heavy Equipment Training, LLC be required to institute legal proceedings to recover any unpaid amounts under this Agreement, Client shall reimburse, and Jackson's Heavy Equipment Training, LLC shall be entitled to, Jackson's Heavy Equipment Training, LLC's reasonable attorneys' fees and legal costs to collect and enforce the terms of this Agreement, to the fullest extent permitted by law.
- 3. INSTRUMENTATION.** Jackson's Heavy Equipment Training, LLC shall furnish supplies to accomplish the technical instruction and other instrumentation to accomplish designed tasks except as follows:

Client receiving equipment training and or services will provide the equipment and or additional equipment or materials for the hands-on portion of training. Client will provide a section of road, mile of road, or suitable training area that will allow adequate room for equipment and turn around locations and will be closed, signed, and barricaded in accordance with applicable laws and agencies guidelines and falls under agency responsibilities. Agencies will be required to have utilities located in accordance with training, applicable laws, and policies and relocated, if necessary, prior to training.

Hands-on training area needs to be safe and permit each student the experience to perform tasks, make decisions, and or use equipment appropriate to the job assignment for which the training is being conducted.

Client will be responsible to provide students with the appropriate Personal Protection Equipment (PPE) associated with heavy equipment operations and training.

Client will provide a training area for classroom instruction. The training area designated for classroom instruction shall have electricity, tables, chairs, and conform to applicable laws and provide an area where students can be comfortable and adhere to social distancing practices if applicable.

- 4. REIMBURSEMENT OF EXPENSES.** The client will not be liable for any expenses paid or incurred by Jackson's Heavy Equipment Training, LLC, unless otherwise agreed in writing.

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JACKSON'S HEAVY EQUIPMENT TRAINING, LLC

PROFESSIONAL SERVICES AGREEMENT

5. **INDEPENDENT SMALL BUSINESS.** Client and Jackson's Heavy Equipment Training, LLC agree that Jackson's Heavy Equipment Training, LLC is an independent business and not an employee of (Client). Jackson's Heavy Equipment Training, LLC will work with clients to establish guidelines and or direct the manner or means in which the work (described in clause #1) is to be performed. Jackson's Heavy Equipment Training, LLC warrants that all services performed under this agreement should be performed in a good and workmanlike manner and should conform to and terms and conditions or referenced herein.
6. **LIMITED USE.** It is recognized that in the performance of services for Client hereunder, Jackson's Heavy Equipment Training, LLC does not have access to confidential development and proprietary information of Client. Jackson's Heavy Equipment Training, LLC has developed documents, materials, methods, techniques, services, and processes, which are its proprietary work product or services (the "Work Product/Service") and protectable Intellectual Property Rights (defined below). All Work Product/Service, copyrightable works, Intellectual Property Rights, ideas, discoveries, inventions, patents, products, or other information developed in whole or in part by Jackson's Heavy Equipment Training, LLC in connection with Services are the exclusive property of Jackson's Heavy Equipment Training, LLC. "Intellectual Property Rights" means unpatented inventions, patent applications, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, and other trade secrets, and all other intellectual property rights, derivatives thereof and form of protection of a similar nature anywhere in the world. Client acknowledges that the Work Product/Service and Intellectual Property Rights of Jackson's Heavy Equipment Training, LLC are secret, unique, trade secrets, confidential, and the exclusive property of Jackson's Heavy Equipment Training, LLC. Such Work Product/Service and Intellectual Property Rights of Jackson's Heavy Equipment Training, LLC has been made known to Client in confidence and that Client's agreement to in this provision is material to Jackson's Heavy Equipment Training, LLC is material to Jackson's Heavy Equipment Training, LLC's agreement to provide the Services in this Agreement. Client's use of the Work/Product/Service and Intellectual Property Rights of Jackson's Heavy Equipment Training, LLC is of its sole and exclusive benefit, and any other use shall be wrongful and cause irreparable harm to Jackson's Heavy Equipment Training, LLC.

Unauthorized access or use by unregistered individuals, personnel, or agencies is strictly prohibited and constitutes a violation of these terms and conditions.

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JACKSON'S HEAVY EQUIPMENT TRAINING, LLC

PROFESSIONAL SERVICES AGREEMENT

Upon request Client will execute all documents necessary to confirm or perfect the ownership of Jackson's Heavy Equipment Training, LLC to the Work Product/Service and Intellectual Property Rights. In addition, Client agrees not to copy or duplicate or disseminate the Work Product/Service to anyone outside Client, unless prior written authorization and consent is received from Jackson's Heavy Equipment Training, LLC. Client further agrees to not disclose or use, other than in the performance of Client's or Client's employee's duties the Work Product/Service and/or Intellectual Property Rights.

To the fullest extent permitted by law, Client and Jackson's Heavy Equipment Training, LLC agree that any breach of this clause shall result in serious and irreparable damage to Jackson's Heavy Equipment Training, LLC. Client agrees that if it or any of its employees uses the Work Product/Service without authorization, Jackson's Heavy Equipment Training, LLC will be entitled to immediate preliminary or permanent injunctive and/or other equitable relief to prevent continued harm; and money damages, including without limitation reasonable attorneys' fees and costs incurred in obtaining the aforementioned relief as permitted by applicable law, which is not intended to be Jackson's Heavy Equipment Training, LLC's sole remedy.

7. CONTACTS. The Parties primary contacts for this Agreement are:

Engineer or Authorized Personnel

Jon Regnier

529 Seward St. #206

Seward, NE 68434

Phone: 1-402-643-3170 Cell: 1-402-641-1947

Email: jregnier@sewardcountyne.gov

PRIMARY CONTACT: Jackson's Heavy Equipment Training, LLC

Brian Jackson

111 County Road U

Tobias, Ne 68453

(402) 826-1815

Email: Brian@bjhetraining.com

8. NOTICE. Any notice or other communication provided for by this Agreement shall be sufficient if in email or writing and sent by registered or certified mail (airmail),

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JACKSON'S HEAVY EQUIPMENT TRAINING, LLC

PROFESSIONAL SERVICES AGREEMENT

postage prepaid, to the persons indicated at the addresses set forth below. Any notice required to be given in accordance with the terms of this Agreement shall have been deemed to have been given as of the date the same is mailed or emailed

Client: Seward County Highway Department, Nebraska
ATTN: Jon Regnier, Email: jregnier@sewardcountyne.gov
529 Seward St. #206, Seward, NE 68434

Jackson's Heavy Equipment Training, LLC
ATTN: Brian Jackson
111 County Road U, Tobias, Ne 68453, Email: Brian@bjhetraining.com

- 10. ENTIRE AGREEMENT.** This Agreement and the accompanying purchase order constitute the entire agreement of the parties, and no other representations, promises, or agreements, oral, or otherwise, shall be of any force or effect.
- 11. INDEMNIFICATION AND LIMITATION OF LIABILITY.** The purpose of the information provided in this Agreement is to provide suggestions for equipment operation tips, techniques and suggestions for road maintenance practices and associated services. The information provides references and helps answer questions in the classroom and field for equipment operation. Jackson's Heavy Equipment Training, LLC assumes no responsibility for the interpretation, misinterpretation, use or misuse of this information provided in this training under this Agreement. Material and information provided under this Agreement should not supersede agency policies or those from and agency's insurance carrier.

To the fullest extent permitted by law, Client and respective contractors, agents, employees, representatives, managers, members, and owners, agree to indemnify, defend, and hold harmless Jackson's Heavy Equipment Training, LLC and its contractors, agents, employees, representatives, managers, members, and owners from and against all third-party claims, including reasonably attorneys' fees and costs, for bodily injury, personal injury, or death arising out of or in connection with Client's or its employees negligent use or misuse, or improper use, interpretation, or misinterpretation of the services and training provided, rendered and learned under the terms of this Agreement.

The use of trade, firm, or corporation names is for the information and convenience of the reader. Such use does not constitute an official evaluation, conclusion,

JACKSON'S HEAVY EQUIPMENT TRAINING, LLC

PROFESSIONAL SERVICES AGREEMENT

recommendation, endorsement, or approval of any product or service. Individuals should always abide by applicable agencies' policies.

- 12. RIGHT TO USE LIKENESS.** Agencies and registrants grant Jackson's Heavy Equipment Training, LLC permission to use photographs or videos in any of the following Web-based publications/ social media/ print advertisements/ organization bulletin/ training materials/ or any applications as Jackson's Heavy Equipment Training, LLC deems necessary. The client hereby affirms that such a release to Jackson's Heavy Equipment Training, LLC, does not constitute any form of compensation, including royalties arising from the photographs or videos to my benefit. The client understands and agrees that photographs and videos in the possession of Jackson's Heavy Equipment Training, LLC shall become the property of Jackson's Heavy Equipment Training, LLC. The client hereby waives any right to inspect or approve the photographs or videos by which likeness appears. Client hereby holds harmless, release, and forever discharge Jackson's Heavy Equipment Training, LLC from all claims, demands, and causes of action which Client, its registrants, heirs, representatives, executors, administrators, or any other person acting on behalf have or may have by reason of this authorization.
- 13. CHOICE OF LAW AND VENUE.** This Agreement shall be governed by the laws of the State of (Nebraska). In the event of any dispute arising under this Agreement or related to the services provided under this Agreement, the sole and exclusive venue shall be the United States Supreme Court if not resolved at state and federal courts located in Saline County, Nebraska.
- 14. ALTERNATE DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.
- 15. MISCELLANEOUS.** Jackson's Heavy Equipment Training, LLC prohibits discrimination in all its programs and activities based on race, color, national origin, age, disability and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information reprisal, veteran status, and/or political affiliations in its program, activities, or employment.

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JACKSON'S HEAVY EQUIPMENT TRAINING, LLC

PROFESSIONAL SERVICES AGREEMENT

The training and intellectual property of Jackson's Heavy Equipment Training, LLC and are protected by copyright, no photocopying, videotaping, or reproduction in whole or in dissemination is permitted without the express written permission from Jackson's Heavy Equipment Training, LLC.

- 16. Expiration of Agreement.** This Agreement will expire 10 business days after date of issuance as noted in the signature approval box of this Professional Services Agreement if the contract has not been approved, signed, and returned to Jackson's Heavy Equipment Training, LLC and receipt has been confirmed. No termination or expiration of this Agreement shall affect any rights, obligations, or liabilities of either Party that shall have accrued on or after the to the date of such termination or expiration. Upon approval of this Agreement, the signed Agreement shall be returned in its entirety to Jackson's Heavy Equipment Training, LLC. Dates for training will be determined pending contract approval; contract has been signed and returned. If agreeable dates for training cannot be determined or agreed upon by either party, this contract, after approval of the Contract / Professional Services Agreement will expire and become voided 45 days after the issuance of the contract as noted by the date signified in the signature box of this contract.

SIGNATURES

TO BE COMPLETED BY (CLIENT)	TO BE COMPLETED BY JACKSON'S HEAVY EQUIPMENT TRAINING, LLC
Signed by:	Signed by: <i>Brian L Jackson</i>
Printed Name:	Printed Name: Brian L Jackson
Title:	Title: Owner
Date:	Date: 27 MARCH 2026
Address:	Address: 111 County Road U
	Tobias, NE 68453
	402-826-1815
	Brian@bjhetraining.com

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Surplus Property Disposal Request

Date: 3-31-20
Name of Office: Sheriff's Office
Name of Dept. Head: Sheriff Mike Vance
Type of Personal Property or Mobile Equipment: Radiation Equipment

Estimated Value: unknown

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:

Radiation Detector CDV-777
S/N: 50734
37628
114782
46221
65825
16844
23699
11575
4526
122263
4329

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: _____ Date _____
Chairman, Seward County Board of Commissioners

Seward County Abandoned Cemetery Mowing Contract

This AGREEMENT is made and entered into between SEWARD COUNTY, NEBRASKA, (hereinafter referred to as COUNTY) and _____ (hereinafter referred to as MOWER).

WHEREAS, Seward County, Nebraska has the responsibility for maintaining abandoned cemeteries within the county pursuant to law, and maintenance involves the mowing of those abandoned cemeteries,

UPON CONSIDERATION, as hereinafter stated, the parties agree as follows:

- 1) The COUNTY shall pay to the MOWER the sum of _____ DOLLARS (\$ _____) for each single mowing as further described below. Said abandoned cemeteries under this agreement consist of SEVENTEEN cemeteries as more clearly set forth on the map attached as Exhibit (A) and incorporated herein by this reference as if full set forth herein and shall include the ENTIRE AREA of each cemetery (fence to fence) and trimming around plantings, headstones and other structures. Each single mowing shall consist of the mowing of all SEVENTEEN cemeteries.
- 2) The MOWER will use his/her own equipment for said mowing. The payment set forth above for each mowing of all abandoned cemeteries shall include all costs associated with said mowing including, but not limited to, insurance, upkeep, fuel, mileage and transportation to and from the cemetery sites, and any other costs associated with the mowing of the abandoned cemeteries.
- 3) Said mowing shall be as required by weather conditions and resultant plant growth but said cemeteries shall not be mowed more than six (6) times during a calendar year, unless additional mowing are authorized by the Seward County Board of Commissioners. If plant and grass growth is stunted due to dry weather conditions, the COUNTY reserves the right to limit the annual mowing to four (4) occasions upon reasonable notice to MOWER.
- 4) For purposes of this Contract, MOWER is not an employee of the COUNTY, but is a Contractor and is assigned duties as outlined in this Contract. Activities performed by MOWER will be performed as an independent contractor 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.

This Contract shall not be construed as creating any joint employment relationship between COUNTY, and MOWER, and neither party shall be liable for any obligation incurred by the other.

- 5) Any work performed under this agreement by contractor staff will be under the supervision and control of MOWER and performed as employees or independent contractors of the MOWER 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.
- 6) Pursuant to *Neb. Rev. Stat. § 4-114*, MOWER warrants it has, or shall register, and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 7) The MOWER agrees to indemnify, defend, and hold harmless the COUNTY, including its officers, members, employees, and agents, from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses (including attorney's fees), and legal actions (including appeals) arising out of or resulting from the negligence or willful misconduct of the MOWER or any of its employees, agents, officers, or members.
- 8) The MOWER 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.
- 9) The MOWER, in performing its duties under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, on the basis of race, color, religion, sex, national origin, age, disability, genetic information, sexual orientation, gender identity or expression, marital status, veteran status, or any other legally protected characteristic.

- 10) The MOWER shall mow all SEVENTEEN cemeteries within 10 (TEN) days prior to Memorial Day. Said mowing will also allow 4-H Clubs to put crosses on the graves of various cemeteries before Memorial Day and will allow all cemeteries to have a neat appearance during the Memorial Day festivities.
- 11) In the event of noncompliance with the terms of this contract by MOWER, COUNTY shall impose such contract sanctions to include withholding of payments to MOWER under the contract until MOWER complies, and/or cancellation, termination, or suspension of the contract in whole or in part.
- 12) This contract shall run from the date of signature by both parties until November 1, 2026.

DATED this _____ day of _____ 2026.

SEWARD COUNTY

BY: _____
Chairman, Seward County Board of Commissioners

ATTEST:

Brandy Johnson
Seward County Clerk

DATED this _____ day of _____, 2026.

MOWER: _____

Signature

Approved as to form and content:

Deputy County Attorney

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

(a). Name of Entity Seward County Public Transit	D/B/A	Provider No. 44691247	Vendor No.	Telephone No. 402-643-4067
Street Address 320 S 14th St		City/County, State Seward, Seward, NE		Zip Code 68434

(b) (To be completed by HCFA Regional Office) Chain Affiliate No. LB1

II. Answer the following questions by checking "Yes" or "No". If any of the questions are answered "Yes", list names and addresses of individuals or corporations under Remarks on page 2. Identify each item number to be continued.

A. Are there any individuals or organizations having a direct or indirect ownership or control interest of 5 percent or more in the institution, organizations, or agency that have been convicted of a criminal offense related to the involvement of such persons, or organizations in any of the programs established by Titles XVIII, XIX, or XX? Yes No LB2

B. Are there any directors, officers, agents, or managing employees of the institution, agency or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by Titles XVIII, XIX, or XX? Yes No LB3

C. Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only) Yes No LB4

III. (a) List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses under "Remarks" on Page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under Remarks.

Name	Address	EIN
		LB5

(b) Type of Entity: Sole Proprietorship Partnership Corporation Unincorporated Associations Other (Specify) LB6

(c) If the disclosing entity is a corporation, list names, addresses of the Directors, and EINs for corporations under Remarks

Check appropriate box for each of the following questions

(d) Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example, sole proprietor, partnership or members of Board of Directors.) If yes, list names, addresses of individuals and provider numbers. Yes No LB7

Name	Address	Provider Number

IV. (a) Has there been a change in ownership or control within the last year? Yes No LB8
If yes, give date _____

(b) Do you anticipate any change of ownership or control within the year? Yes No LB9
If yes, when? _____

(c) Do you anticipate filing for bankruptcy within the year? Yes No LB10
If yes, when? _____

V. Is this facility operated by a management company, or leased in whole or part by another organization? Yes No LB11
If yes, give date of change in operations _____

VI. Has there been a change in Administrator, Director of Nursing or Medical Director Within the last year? Yes No LB12

VII. (a) Is this facility chain affiliated? (If yes, list name, address of Corporation, and EIN) Yes No LB13
Name _____ EIN# _____

Address _____

LB14

VII. (b) If the answer to Question VII.a. is No, was the facility ever affiliated with a chain? Yes No LB18
(if YES, list Name, Address of Corporation and EIN)
Name _____ EIN _____

Address _____

LB19

VIII. Have you increased your bed capacity by 10% or more or by 10 beds, whichever is greater, within the last 2 years? Yes No LB15

If yes, give year of change _____
Current beds _____ LB16 Prior beds _____ LB17

WHOEVER KNOWINGLY AND WILLFULLY MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR REPRESENTATION OF THIS STATEMENT, MAY BE PROSECUTED UNDER APPLICABLE FEDERAL OR STATE LAWS. IN ADDITION, KNOWINGLY AND WILLFULLY FAILING TO FULLY AND ACCURATELY DISCLOSE THE INFORMATION REQUESTED MAY RESULT IN DENIAL OF A REQUEST TO PARTICIPATE OR WHERE THE ENTITY ALREADY PARTICIPATES, A TERMINATION OF ITS AGREEMENT OR CONTRACT WITH THE STATE AGENCY OR THE SECRETARY, AS APPROPRIATE.

Name of Authorized Representative (Typed) Misty Ahmic Title Seward County Board of Commissioners Chair

Signature _____ Date _____

Remarks _____

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT (HCFA-1513)

Completion and submission of this form is a condition of participation, certification, or recertification under any of the programs established by Titles V, XVIII, XIX, and XX, or as a condition of approval or renewal of a contractor agreement between the disclosing entity and the secretary of appropriate requested information may result in a refusal by the Secretary or appropriate State agency to enter into an agreement or contract with any such institution or in termination of existing agreements.

SPECIAL INSTRUCTION FOR TITLE XX PROVIDERS

All title XX providers must complete Part II(a) and (b) of this form. Only those Title XX providers rendering medical, remedial, or health related homemaker services must complete Parts II and III. Title V providers must complete Parts II and III.

General Instructions

For definitions, procedures and requirements, refer to the appropriate Regulations:

Title V	- 42CFR 51a.144
Title XVIII	- 42CFR 420.200-206
Title XIX	- 42CFR 455.100-106
Title XX	- 45CFR 228.72-73

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks Section on page 2, referencing the item number to be continued. If additional space is needed use an attached sheet.

Return the original and second and third copies to the State agency; retain the first copy for your files.

This form is to be completed annually. Any substantial delay in completing the form should be reported to the State survey agency.

DETAILED INSTRUCTIONS

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory.

IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

- Item I**
- (a) Under identifying information specify in what capacity the entity is doing business as (DBA), example, name of trade or corporation.
 - (b) **For Regional Office Use Only.** If the yes box is checked for Item VI the Regional Office will enter the 5-digit number assigned by HCFA to chain organizations.

Item II - Self-explanatory

Item III - List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination amounting to an ownership interest of 5 percent or more in the disclosing entity.

Direct ownership interest is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health related services under the social services program.

Indirect ownership interest is defined as ownership interest in an entity that has direct or indirect ownership interest in the disclosing entity. The amount of indirect ownership interest in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

HCFA1513 (5-86) - Instructions

Controlling interest is defined as the operational direction or management of disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Item IV-VII - (Changes in Provider Status)

Change in provider status is defined as any change in management control. Examples of such changes would include: a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership.

For Items IV-VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Item IV - (a & b) if there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - If the answer is yes, list name of the management firm and employer identification number (EIN), or the name of the leasing organization. A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.

Item VIII - If yes, list the actual number of beds in the facility now and the previous number.