

**NOTICE OF PUBLIC MEETING OF
SEWARD COUNTY BOARD OF COMMISSIONERS
TUESDAY, JUNE 2, 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, June 2, 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.

8:30 a.m.

1. Convene and announce Open Meetings Law
2. Pledge of Allegiance
3. Discuss/Action - Approve minutes of May 26, 2026
4. Discuss/Action – Claims Through May 22, 2026
5. Consent Agenda
 - a. Utility Permit for Viaero Fiber to Construct Underground Conduits on 462nd Road Between Little Salt Road & Highway 34 in Section 7, Township 12 North, Range 1 East of the 6th p.m.
 - b. Surplus Property Disposal Request for Emergency Management
6. Discuss/Action – Public/Organizations/Officials

Other Business Matters to Address When Time Allows

7. Commissioner Reports
8. Discuss/Action – Agenda for June 9, 2026

9:15 a.m. Discuss/Action – Appoint Two Members to Veterans Service Committee

9:30 a.m. Discuss/Action – Authorize Chair to Sign Agreement with the State of Nebraska Department of Transportation for Project No. NH-80-8(110) Seward – Pleasant Dale Temporary Road Closures of Seward County Roads 294th, 266th, 224th, 210th & 182nd Across Interstate 80

9:35 a.m. Discuss/Action – Erika Kratochvil/Seward 4th of July Committee – Request to Use Courthouse Lawn and Restrooms for 4th of July Celebration

Seward County Clerk

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

June 2, 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:

June 2, 2026

			TRANSFER	REG. MTHLY AMT	TOTAL
GENERAL FUND 100			\$45,440.17	\$163,809.07	\$209,249.24
ROAD FUND 300				\$86,094.90	\$86,094.90
ROAD BUYBACK FUND 650				\$0.00	\$0.00
SPECIAL ROAD FUND 700				\$0.00	\$0.00
DEBT SERVICE FUND - JUSTICE CENTER 900				\$0.00	\$0.00
SINKING FUND 0950				\$0.00	\$0.00
VISITORS PROMOTION FUND 990				\$1,527.66	\$1,527.66
VISITORS IMPROVEMENT FUND 995				\$1,757.00	\$1,757.00
ASSESSOR REAPPRAISAL 1100				\$43,796.25	\$43,796.25
REGISTER OF DEEDS FUND 1150				\$0.00	\$0.00
HEALTH CLAIM FUND 1250				\$125,000.00	\$125,000.00
VETERANS AID FUND 1900				\$0.00	\$0.00
AGING SERVICE FUND 2250				\$767.17	\$767.17
OPIOID FUND 2320				\$0.00	\$0.00
DRUG LAW ENFORCE FUND 2360				\$120.03	\$120.03
PROBLEM SOLVING COURT 2390				\$0.00	\$0.00
CO ATTY FED DRUG LAW ENF FUND 2410				\$0.00	\$0.00
CO ATTY TREASURY FUND 2411				\$0.00	\$0.00
TREASURY FUNDS (SHERIFF DRUG) 2412				\$0.00	\$0.00
JUSTICE FUNDS 2414				\$0.00	\$0.00
HOUSE ARREST FUND 2435				\$0.00	\$0.00
ATTORNEY GRANT FUND 2500				\$399.90	\$399.90
EMERGENCY MGR GRANT FUND 2501				\$0.00	\$0.00
E911 GRANT FUND 2502				\$0.00	\$0.00
ROAD GRANT FUND 2503				\$0.00	\$0.00
MISC GRANT FUND 2504				\$0.00	\$0.00
AMERICAN RELIEF FUND 2580				\$0.00	\$0.00
INHERITANCE TAX FUND 2700				\$0.00	\$0.00
E911 FUND 2910				\$3,367.71	\$3,367.71
911 WIRELESS SERVICE 2913				\$2,447.76	\$2,447.76
911 WIRELESS SERVICE 2914				\$16,618.44	\$16,618.44
COMMISSARY FUND 2965				\$2,242.71	\$2,242.71
			\$45,440.17	\$447,948.60	\$493,388.77
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

June 2, 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:

June 2, 2026

			REG. MTHLY AMT	TOTAL
GENERAL FUND 100			\$266,641.58	\$266,641.58
ROAD FUND 300			\$63,034.04	\$63,034.04
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			\$2,529.12	\$2,529.12
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			\$2,132.13	\$2,132.13
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			\$2,701.27	\$2,701.27
AMERICAN RELIEF FUND 2580			\$0.00	\$0.00
INHERITANCE TAX FUND 2700			\$0.00	\$0.00
E911 FUND 2910			\$26,458.96	\$26,458.96
911 WIRELESS SERVICE 2913			\$0.00	\$0.00
911 WIRELESS SERVICE 2914			\$0.00	\$0.00
COMMISSARY FUND 2965			\$0.00	\$0.00
TOTAL PERSONNEL IMPREST FUND			\$363,497.10	<u>\$363,497.10</u>

Dated this ____ day of _____, 20____.

BRANDY JOHNSON
SEWARD COUNTY CLERK

(SEAL)

SEWARD COUNTY DEPARTMENT OF ROADS

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

DATE: 5-13-26

APPLICANT NAME (PRINT): Ron Christensen

PHONE: 970-467-3189

COMPANY NAME: Viaero Fiber Networks, LLC

ADDRESS: 17372 US Highway 34 Fort Morgan, CO 80701

SIGNATURE: Ronald Christensen

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

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

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

LEGAL DESCRIPTION: Starting Section 7 Township 12N Range 1 East Seward County:
Starting at 41.032363°, -97.368067° Ending at 40.872717, -97.340595

TYPE OF UTILITY TO BE CONSTRUCTED:

Telecommunications Construct conduits underground Fiber Optic Non Fiber Optic

Water or Irrigation _____ Pipe Size and Type _____

Sewer _____ Pipe Size and Type _____

Electric _____ Voltage _____

Natural Gas _____ Pipe Size and Type _____

Other _____

PROPOSED METHOD OF INSTALLATION:

Open Trench X Width 5' Depth 5'

Continuous Bore X Size 1.25" SDR-11 Depth 5'

Encasement Pipe X Size 4" Type HDPE 80

Plowing X Length 41,226' Depth 5'

Power Poles _____

NAME, ADDRESS and PHONE NUMBER OF CONTRACTOR PERFORMING THE WORK
D&A Trenching 4693 South 60th Road Alda, NE 68810 308-380-2403

UTILITY PERMIT REQUIREMENTS

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

UTILITY PERMIT REQUIREMENTS

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

(TO BE COMPLETED BY COUNTY PERSONNEL)

Encasement Requirements: _____

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

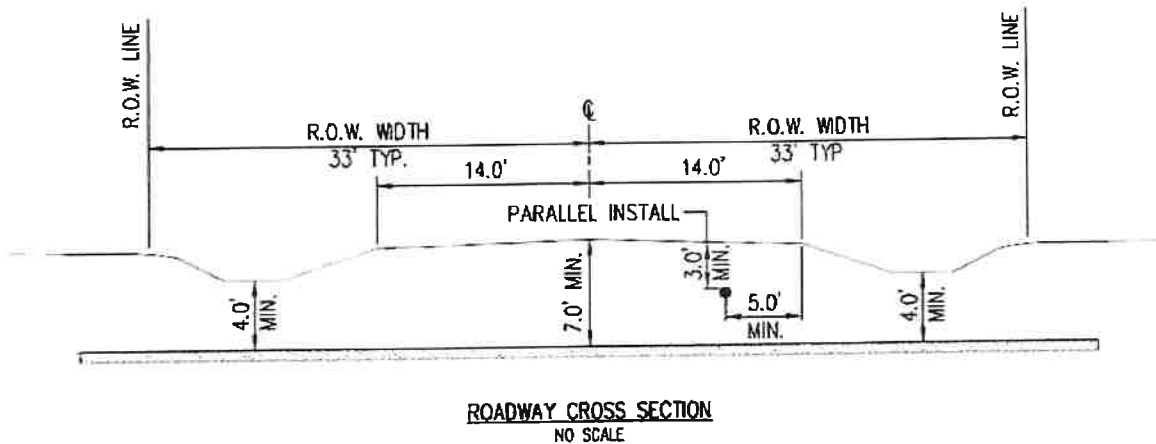
Other Requirements: _____

Applicant's emergency contact:

Mike Peterson
Name (print)

308-370-8998
Business Phone Cell Phone Home Phone

UTILITY PERMIT REQUIREMENTS



NOTES:

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

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

Company: Viaero Fiber Networks, LLC Address: 17372 US Highway 34 Fort Morgan, CO 80701

Phone: 970-467-3189 Signature: Ronald Christensen 05.14.2026
Date

EXECUTION BY SEWARD COUNTY

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

Seward County Authorized Representative

Date

INSURANCE and INDEMNIFICATION REQUIREMENTS

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

A. Workers Compensation and Employers Liability Insurance

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

B. Commercial General Liability Insurance

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

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

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

C. Automobile Liability Insurance

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

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

D. Certificate of Insurance

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

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

E. Indemnification-Hold Harmless

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

APPLICANT Ronald Christensen 5-18-26 Type text here
Date

REPRESENTATIVE Ronald Christensen - President

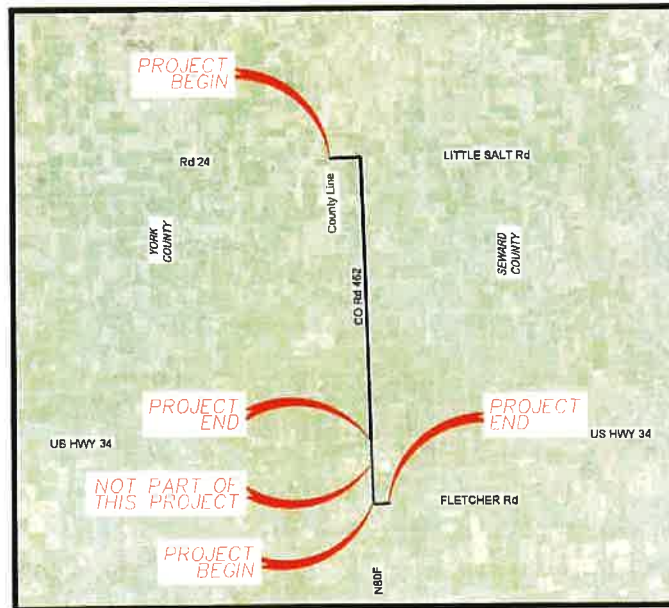
VIAERO FIBER NETWORKS, LLC CONSTRUCTION PLANS

UTICA, NE TO GRESHAM, NE

SEWARD COUNTY, NEBRASKA

CONSTRUCTION NOTES:

1. CONTRACTOR MUST HAVE A COPY OF THE APPROVED PERMIT FROM THE APPROPRIATE AGENCIES ON THE JOBSITE AT ALL TIMES.
2. ALL WORK IS TO BE IN ACCORDANCE WITH ALL AUTHORITIES HAVING JURISDICTION IN THE WORK ZONE.
3. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, QUANTITIES, AND EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION.
4. CONTRACTOR MUST OBTAIN LOCATES AND POTHOLE ALL UTILITIES ALONG THE PLANNED RUNNING LINE PRIOR TO CONSTRUCTION.
5. THE UTILITY SIZE AND EXACT LOCATION CROSSING THE PROPOSED RUNNING LINE SHALL BE DETERMINED DURING THE POT-HOLE PROCESS AND NOTED ON THE CONSTRUCTION DRAWINGS.
6. CONTRACTOR IS RESPONSIBLE FOR DETERMINING LOCATION AND AVOIDING ALL CONFLICTS WITH EXISTING UTILITIES.
7. ALL CABLE IS TO BE PLACED AT THE VIAERO STANDARD MINIMUM DEPTH OF 48".
8. ANY DISTURBED LANDSCAPING IS TO BE REPLACED TO EQUAL OR BETTER THAN THAT WHICH EXISTED PRIOR TO WORK.
9. ALL WORK IS TO BE PROPERLY BACKFILLED PRIOR TO END OF WORKDAY. NO OPEN TRENCHES ARE ALLOWED OVERNIGHT.
10. NO CONSTRUCTION ON PRIVATE PROPERTY IS TO COMMENCE UNTIL EASEMENT IS GRANTED IN WRITING BY VIAERO.
11. IN AREAS WHERE PROPOSED WORK IS IN CLOSE PROXIMITY TO EXISTING RIGHTS-OF-WAYS AND/OR PROPERTY LINES, CONTRACTOR IS RESPONSIBLE FOR LOCATING SAID LINES AND AVOIDING ENCROACHMENT ONTO UNAUTHORIZED PROPERTY.
12. THESE PLANS ARE PRESENTED IN A PERFORMANCE SPECIFICATION FORMAT. BIDDING CONTRACTORS ARE ADVISED TO CONTACT VIAERO FIBER NETWORKS, LLC FOR ANY ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING SCOPE OF WORK OR THE REQUIREMENTS NECESSARY FOR PROJECT COMPLETION.
13. CONTRACTORS ARE ADVISED TO CONTACT VIAERO FIBER NETWORKS, LLC FOR ANY ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING SCOPE OF WORK OR THE REQUIREMENTS NECESSARY FOR PROJECT COMPLETION.



Project Map
NOT TO SCALE

WORK PLAN INDEX	
SHEET	DRAWING NAME
01	COVER SHEET
02-26	PROJECT SHEET
27	PROJECT NOTES
28-29	PROJECT NOTES

CONTACT INFORMATION:

VIAERO FIBER NETWORKS, LLC
RON CHRISTENSEN PH: 870-487-3142

SEWARD COUNTY, NEBRASKA
JON REGNIER PH: 402-643-3170

GENERAL NOTES:

1. RUNNING LINE PLAN COLOR INDICATES:
VICINITY MAP: BLACK = FOR ROUTE ONLY
PLAN SHEETS: RED = DIRECTIONAL BORE
PLAN SHEETS: GREEN = PLOW
PLAN SHEETS: TRENCH = ORANGE

SCOPE OF WORK:

THIS PROJECT IS PROPOSED TO CONSTRUCT CONDUITS UNDERGROUND WITHIN SEWARD COUNTY RIGHT-OF-WAY FROM THE COUNTY LINE ON LITTLE SALT Rd EAST TO COUNTY Rd 462 THEN SOUTH TO FLETCHER Rd, THEN EAST TO THE VIAERO WIRELESS TOWER SITE. PLEASE REFER TO THE PROJECT MAP FOR CLARITY. THIS PROPOSED PROJECT IS APPROXIMATELY 54,416 FEET IN LENGTH.

MATERIAL LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
FT	VIAERO 4" HDPE/80	104'	
FT	VIAERO 1.25" SDR-11	111,218'	
FT	VIAERO 96 ct FIBER	58,939'	
EA	VIAERO 30"X48"X24"/20K HH	11	
EA	VIAERO 30"X48"X36"/20K SF HH	3	

LABOR LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
FT	DIRECTIONAL BORE (1) 4" HDPE/80	104'	
FT	PLACE VIAERO (2) 1.25" SDR-11	104'	
FT	DIRECTIONAL BORE (2) 1.25" SDR-11	13,859'	
FT	PLOW (2) 1.25" SDR-11	41,226'	
FT	TRENCH (2) 1.25" SDR-11	420'	
FT	PLACE VIAERO 96 ct FIBER	58,939'	
EA	PLACE VIAERO 30"X48"X24"/20K HH	11	
EA	PLACE VIAERO 30"X48"X36"/20K SF HH	3	

PROJECT APPROVAL SIGN-OFFS:

SEWARD COUNTY, NEBRASKA _____ DATE: _____

VIAERO FIBER NETWORKS, LLC _____ DATE: _____

LEGEND

- STREET SIGN
 - FIRE HYDRANT
 - WATER METER
 - GAS METER
 - ELECTRIC METER
 - UTILITY VALVE
 - UTILITY POLE
 - UTILITY MANHOLE
 - EXISTING STORM MANHOLE
 - EXISTING STREET LIGHT
 - EXISTING UTILITY HANDHOLE
 - ELECTRICAL/UTILITY CABINET
 - TELEPHONE PED - CROSS BOX
 - PROPOSED VIAERO MANHOLE
 - PROPOSED VIAERO HANDHOLE
 - STORM INLET
 - STORM GRATE
 - CULVERT
 - TREE
 - EXISTING UTILITY MARKER
 - EXISTING WELL
 - EXISTING LANDSCAPE AREA
 - EXISTING POLE CELL TOWER
 - EXISTING RR CROSSING AREA
- LINETYPES**
- CONDUIT-NOT IN CONTACT
 - CONDUIT-FLOW
 - CONDUIT-BLOCK
 - CONDUIT-DIRECTIONAL BORE
 - RIGHT-OF-WAY
 - EDGE OF ASPHALT
 - EDGE OF GRAVEL
 - EDGE OF SHOULDER
 - TRENCH-EXISTING
 - DRAIN LINE FLOW-EXISTING
 - DEEP TRENCH-EXISTING
 - RAILROAD-EXISTING
 - GAS-EXISTING
 - UNDERGROUND ELECTRIC-EXISTING
 - FIRE ALARM ELECTRIC-EXISTING
 - FIBER-EXISTING
 - TELEPHONE-EXISTING
 - STORM SEWER-EXISTING
 - SANITARY SEWER-EXISTING
 - STREAM
 - WATER-EXISTING
 - BUILDING-EXISTING
 - STEP SLOPE



DATE CREATED: 7/09/2024

DATE REVISED: _____

DATE PLOTTED: 3/10/2025

DRAWN BY: J. MUSGRAVE

CHECKED BY: M. PETERSON

APPROVED BY: _____

COMPANY: VIAERO FIBER NETWORKS, LLC

SITE ADDRESS: LOCATION TO LOCATION ROAD IDENTITY

FILE NAME: Seward County_Utica, NE to Gresham, NE.dwg

DESCRIPTION: CONSTRUCTION PLANS COVER SHEET

MAP: 01 OF 29

04762
Ref Nbr

SEWARD COUNTY
Invoice Nbr

Inv Date

Invoice Amount

Amount Paid

Disc Taken

Net Check Amt

Viaero Fiber Networks, LLC

5/21/2026

Ref Nbr	Invoice Nbr	Inv Date	Invoice Amount	Amount Paid	Disc Taken	Net Check Amt
665894	CKRQST 1058	05/15/26	300.00	300.00	0.00	300.00

003176



Bank of America

2-3/710

CHECK# 003176

DATE 05/21/2026

1224 W. Platte Ave
Fort Morgan, CO 80701
Phone: (970) 467-3270

** Void after 90 days **

*****\$300.00

Three Hundred and 00/100----- Dollars

PAY TO THE
ORDER OF

SEWARD COUNTY
529 SEWARD ST.
SEWARD, NE 68434

Authorized Signature

⑈003176⑈ ⑆071000039⑆ 008670701277⑈

Surplus Property Disposal Request

Date: 6/1/2026
Name of Office: Emergency Management
Name of Dept. Head: Megan Eckles
Type of Personal Property or Mobile Equipment: Electronics

Estimated Value: 8,684.00

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:

Uniden Scanners #24 & #25 BC-350C out of use

UHF Pager A04KUS9239BC

Iphone model: MMX53LL/A out dated out of use 8/2022

Leveno Computer Model 5049CTO #78 MJHTXAY

Leveno Computer Model 5049CTO # 113 MJHTBF

Motorola Minitor V Pager #6 Out of use

Apple Computer #59 Item not found Out of Use

Apple IMAC Computer C02K8NHDDNCR Outdated

MACOM EDACS 800 MHZ Radio no inventory # Out of use

Apple MacBook Pro #71 Out dated, out of use

Motorola Minitor VI Pager/charger no inventory # Not in use

Apple Air Pods MRXJ2AM/A #15 Not in use

Apple IMAC Computer C02K8NHDDNCR #76

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

Annual Return of Disposed Items

After the disposal of the property, the Department Head shall make a written report to the Board of Commissioners. The report shall be made within thirty days after the end of the fiscal year reflecting, for each transaction. Use additional pages if more than 6 items were disposed of.

Item(s) Sold or Disposed of:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

Name and address of Purchaser for Item:

- | | |
|------------------|---------------|
| 1. _____
Name | _____ Address |
| 2. _____
Name | _____ Address |
| 3. _____
Name | _____ Address |
| 4. _____
Name | _____ Address |
| 5. _____
Name | _____ Address |
| 6. _____
Name | _____ Address |

Price Paid for Each Item:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

COUNTY AGREEMENT

PROJECT NO. NH-80-8(110)
CONTROL NO. 12598
COUNTY OF SEWARD
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
SEWARD – PLEASANT DALE – TEMPORARY CLOSURE OF SEWARD COUNTY ROADS
294TH, 266TH, 224TH, 210TH, AND 182ND ACROSS I-80.

THIS AGREEMENT is between County of Seward, (County), and State of Nebraska, Department of Transportation, (State), collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, State intends to improve approximately 9.64 miles of Interstate 80, (I-80), as shown on Exhibit “A”, under the designation of NH-80-8(110), Control Number 12598, known as “Seward – Pleasant Dale” within Seward County; and

WHEREAS, the improvements start at Reference Post (RP), 377.90, approximately 1.21 miles west of the Nebraska Highway 15, (N-15) grade separation over I-80 also known as “Seward Interchange”, and extends east to RP 387.54, approximately 0.6 miles west of County Road 154th / Nebraska Highway 103 (N-103) grade separation over I-80 as known as “Pleasant Dale Interchange”; and

WHEREAS, as part of the State’s project, the State will expand this segment of I-80 from a 4-lane roadway with a 64-foot depressed median to a 6-lane roadway with a centerline concrete median barrier. As part of the 6-lane expansion, four (4) county road overhead structures will be removed and replaced: S080 37811 (Co Rd 294th), S080 38012 (Co Rd 266th), S080 18312 (Co Rd 224th), and S080 18412 (Co Rd 210th). The proposed bridge replacements will necessitate the closure of the county road overhead structures for approximately one (1) construction season, approximately 135 working days, and

WHEREAS, During the construction of the county road overhead structures, I-80 traffic will be detoured, for infrequent - short term durations, onto one of several proposed detour routes, see Exhibit “B”. I-80 traffic will not be detoured onto local roads, and

WHEREAS, During the construction of the four (4) county road overhead structures, local traffic across I-80 will be detoured onto adjacent county roads. County road 294TH and 266TH access across I-80 will be maintained via County Road 322ND and the Seward Interchange, see Exhibit "C". County Road 224TH and 210TH access across I-80 will be maintained via Nebraska Link 80H (L-80H) also known as the "Milford Interchange" and County Road 182ND undercrossing, see Exhibit "D", and

WHEREAS, Upon the completion of construction for the county road overhead structures, and during the replacement of I-80 mainline structures, S080 38614 L & R, County Road 182ND access under I-80 will be closed for approximately two and a half (2.5) construction seasons for phasing. Access across I-80 will be maintained via County Road 210TH and the Pleasant Dale Interchange, and

WHEREAS, County has jurisdictional responsibility for the county roads under Neb. Rev. Stat. § 39-2105, and

WHEREAS, the County Board has authorized the Chairperson to sign this agreement as evidenced by the resolution of the County Board, attached as Exhibit "E".

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 Effective Date** - This Agreement is effective immediately on the date it is fully executed by the Parties.
- 1.2 Renewal, Extension or Amendment** - This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 1.3 Identifying Date** - For convenience, this Agreement's identifying date will be the date the State signed the Agreement.
- 1.4 Duration** - This Agreement will remain in full force and effect for future responsibilities of County described herein, such as for parking, encroachments and maintenance, unless such responsibilities have been rescinded by State. State will treat the remainder of this Agreement as inactive upon the happening of either (1) the waiver of an audit review, or (2) the final completion of an audit review by the State or its authorized representative and the resolution of all issues identified in the audit report.
- 1.5 Termination** - Further, State reserves the right to terminate the Agreement as provided herein.

SECTION 2. DESCRIPTION OF THE WORK WITHIN THE COUNTY

2.1 The Parties agree State will develop plans and specifications and cause the project to be constructed at the location shown on Exhibit "A", attached and incorporated herein by this reference, and in accordance with plans and specifications and the provisions of this Agreement. Generally, the improvements to be constructed within the County include the following:

2.1.1 The improvements, within the limits of this project, consist of full depth surfacing replacement, bridge replacement, culvert work, and expanding I-80 to six lanes. The existing lanes will be removed and replaced with new concrete pavement. Two new lanes and a 28-foot paved median with concrete median barrier will be constructed within the existing depressed median to create a total of 6-lanes of travel, 3 in each direction, separated by a concrete median barrier. The project will remove and replace all I-80 mainline structures except for the structures located at the Seward and Milford Interchanges, remove and replace all overhead county road bridge structures, construct new culverts, remove and replace guardrail, and realign the Seward and Milford Interchange ramps to accommodate the expansion of I-80, as shown on Exhibit "A", attached and incorporated herein by this reference.

2.1.2 Local Detour will be required and is outlined in Section 3.6 and shown on Exhibit "C" and Exhibit "D", attached and incorporated herein by this reference.

SECTION 3. STATE RESPONSIBILITIES

State shall:

- 3.1 Prepare at its sole discretion, plans and specifications for State's proposed subject project. State will coordinate the development of the plans and specifications with County. State has sole authority to modify the plans or specifications as necessary to complete the proposed improvements.
- 3.2 Acquire all property rights for Right of Way (ROW) for the project that will not be acquired by County.
- 3.3 Advertise and conduct a letting and receive bids on the proposed improvement. State has the sole authority to determine, and award the contract to, the lowest responsible bidder. State shall sign the construction contract.

- 3.4 Supervise and cause completion of the construction of the improvement as shown in the construction contract documents and modifications thereto. State has sole authority to execute any contractor change orders-supplemental agreements required for construction of the project within County's corporate limit.
- 3.5 A detour will be required during County Road Overhead Bridge Replacements at Co Rd 294th, Co Rd 266th, Co Rd 224th, and Co Rd 210TH over I-80 as well as Co Rd 182ND under I-80. To maintain access across I-80, local traffic will be detoured onto adjacent local roads, the Seward Interchange, the Milford Interchange, or the Pleasant Dale Interchange, as shown on Exhibit "C" and Exhibit "D".
- 3.6 The Parties agree that traffic detoured as described in this Agreement is considered local traffic, State will retain maintenance responsibility of the state highway portions of the detour, including I-80, N-15, N-103, L-80H, the Seward Interchange, the Milford Interchange, or the Pleasant Dale Interchange ramps. County will retain maintenance responsibility for the county portions of the detour, including Co Rd 294th, Co Rd 266th, Co Rd 224th, Co Rd 210TH, Co Rd 182ND, and Co Rd 154TH. Please See Exhibit "B", Exhibit "C", and Exhibit "D" for more details.
- 3.7 State will be responsible for the signing of the detour route for I-80 traffic onto the State highway system. Local traffic detours will not be signed.

SECTION 4. COUNTY RESPONSIBILITIES

County shall, with respect to the portion of the project within the County, and at no cost to State:

- 4.1 Regulate, to the extent County has authority to do so, all future development and use of property adjoining the public ROW as described in SECTION 6. COUNTY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY.
- 4.2 Require that all future entrances from private property to the highway ROW within the limits of this project receive approval of the Director-State Engineer, Department of Transportation or authorized representative, pursuant to Neb. Rev. Stat. § 39-1332 prior to County approval or County issuing a building permit for the site.

- 4.3 Cause the removal of all advertising signs from the existing highway ROW. County also agrees to cause the removal from the existing highway ROW of other privately owned encroachments, facilities, objects, structures, or things, and to keep the existing and new highway ROW free of future encroachments, facilities, objects, structures, or things, except those authorized by permit from County and approved by State and Federal Highway Administration.
- 4.4 Comply with, for project work performed by County, the provisions of the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§ 48-1101 - 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, as set forth in the SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES.
- 4.5 Perform the present and future duties assigned to County under this Agreement at its sole cost except when costs are specifically reimbursable under this Agreement.
- 4.6 Obtain approval of State, with Federal Highway Administration concurrence, prior to making or causing changes in the roadway geometrics, either during project construction or after the project is completed. Changes that require prior approval include but are not limited to: access control, driveways, median breaks, parking restrictions or any other traffic control items.
- 4.7 Amend ordinances, as necessary, to establish pavement or ground elevations shown in the plans when proposed construction involves a change in elevations established by a pre-existing ordinance.
- 4.8 If the County procures consultant services for preliminary engineering and construction engineering for non-betterment rehabilitation of municipally owned and operated utilities by the County, the County agrees to comply with Chapter 4 of the "Nebraska Department of Transportation LPA Guidelines Manual for Federal-Aid Projects".
- 4.9 Upon State's acceptance of the project, County will be solely responsible for the maintenance, repair and replacement, when necessary, of any curb ramps and storm drainage facilities along the project, in accordance with Neb. Rev. Stat. § 39-2105 and § 39-1339, including, but not limited to, subsection § 39-1339(4).

4.10 The Parties agree that traffic detoured as described in this Agreement is considered local traffic, State will retain maintenance responsibility the state highway portions of the detour, including I-80, US-6, N-103, N-15, L80H, the Seward Interchange, the Milford Interchange, or the Pleasant Dale Interchange ramps. County will retain maintenance responsibility for the county portions of the detour, including Co Rd 294th, Co Rd 266th, Co Rd 224th, Co Rd 210TH, Co Rd 182ND, and Co Rd 154TH. Please See Exhibit "B", Exhibit "C", and Exhibit "D" for more details.

SECTION 5. CONSTRUCTION SCHEDULE

State will determine the construction schedule for this project. Project is currently in a December 17th, 2026 Letting , with a tentative construction start of Spring 2027.

SECTION 6. COUNTY'S FINANCIAL RESPONSIBILITIES

State will construct the highway improvements, as described in Section 2.1.1, at no cost to County.

SECTION 7. PLANS AND SPECIFICATIONS

The plans and specifications for this project will be on file in the Lincoln central headquarters office of the Nebraska Department of Transportation.

SECTION 8. PROJECT SCHEDULE ADJUSTMENTS AND TERMINATION

- 8.1 The planning, environmental, design and obtaining necessary funding for this project may be a complicated and time-consuming process. Project schedule adjustments should be expected.
- 8.2 State has the sole discretion to adjust the schedule in completing of the work in part or in whole and such action on its part will in no event be deemed a breach of this Agreement by State. State will provide County with updates to the project schedule.
- 8.3 State has the sole discretion to terminate this Agreement for any reason, and such action on its part will in no event be deemed a breach of this Agreement by State. State will provide written notification to County of such termination.

SECTION 9. SEVERABILITY

The invalidity or unenforceability of any such clause, provision, section, or part of this Agreement shall not affect the validity or enforceability of the balance of this Agreement, which shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, section or part.

SECTION 10. COMPLETENESS

This Agreement and any supplements hereto constitute the complete and exclusive statement of the arrangement between the Parties, and supersedes all proposals, oral or written, and all other communications between the Parties relating to the subject matter hereof. This Agreement may be supplemented from time to time in writing by the mutual consent of the Parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the County this _____ day of _____, 2026.

WITNESS:

COUNTY OF SEWARD

County Clerk

Chairperson, County Board

EXECUTED by the State this _____ day of _____, 2026.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Brandie Neemann, P.E.

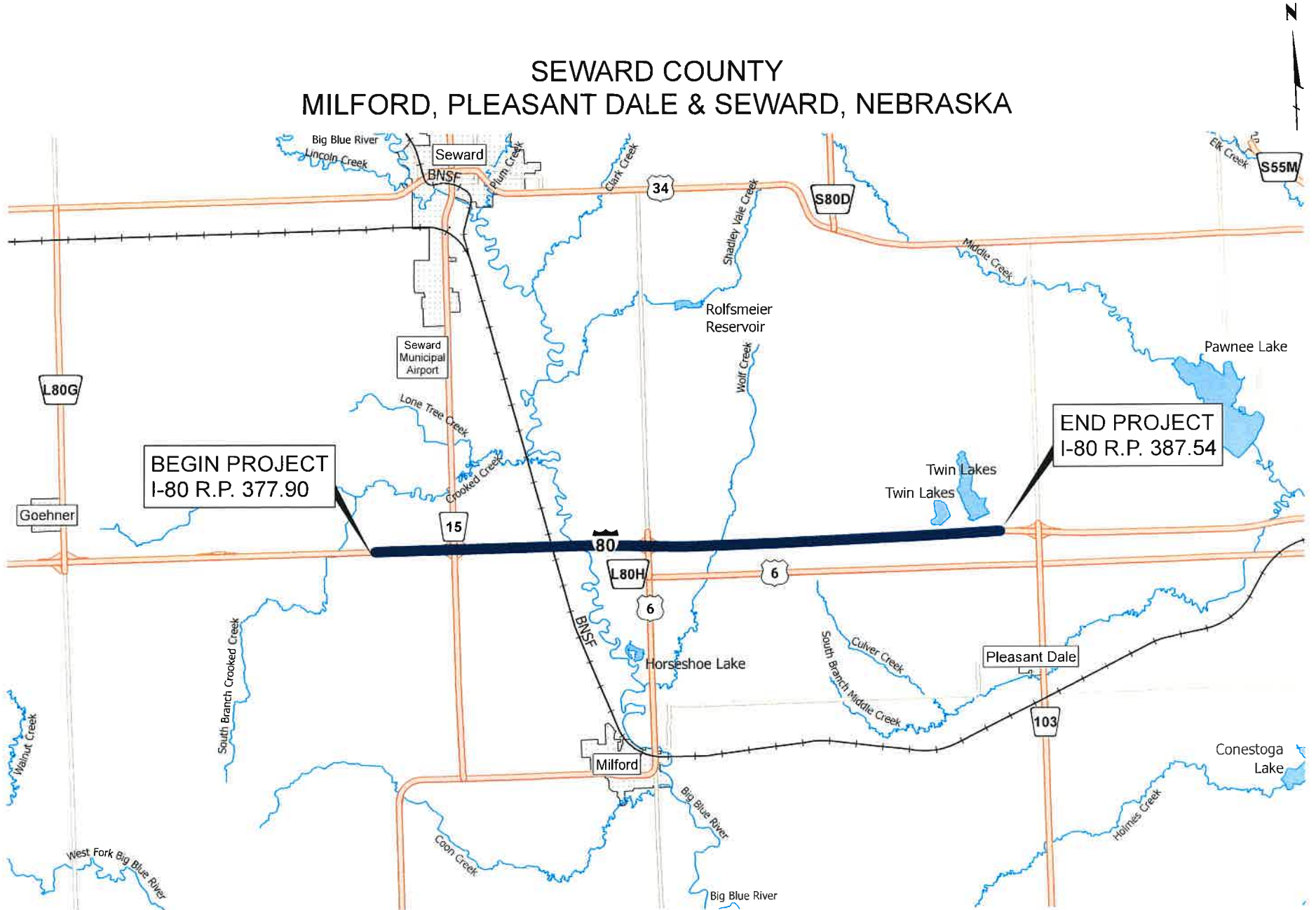
Roadway Design Engineer

RECOMMENDED:
Brandon Varilek, P.E.

District 1 Engineer

Date

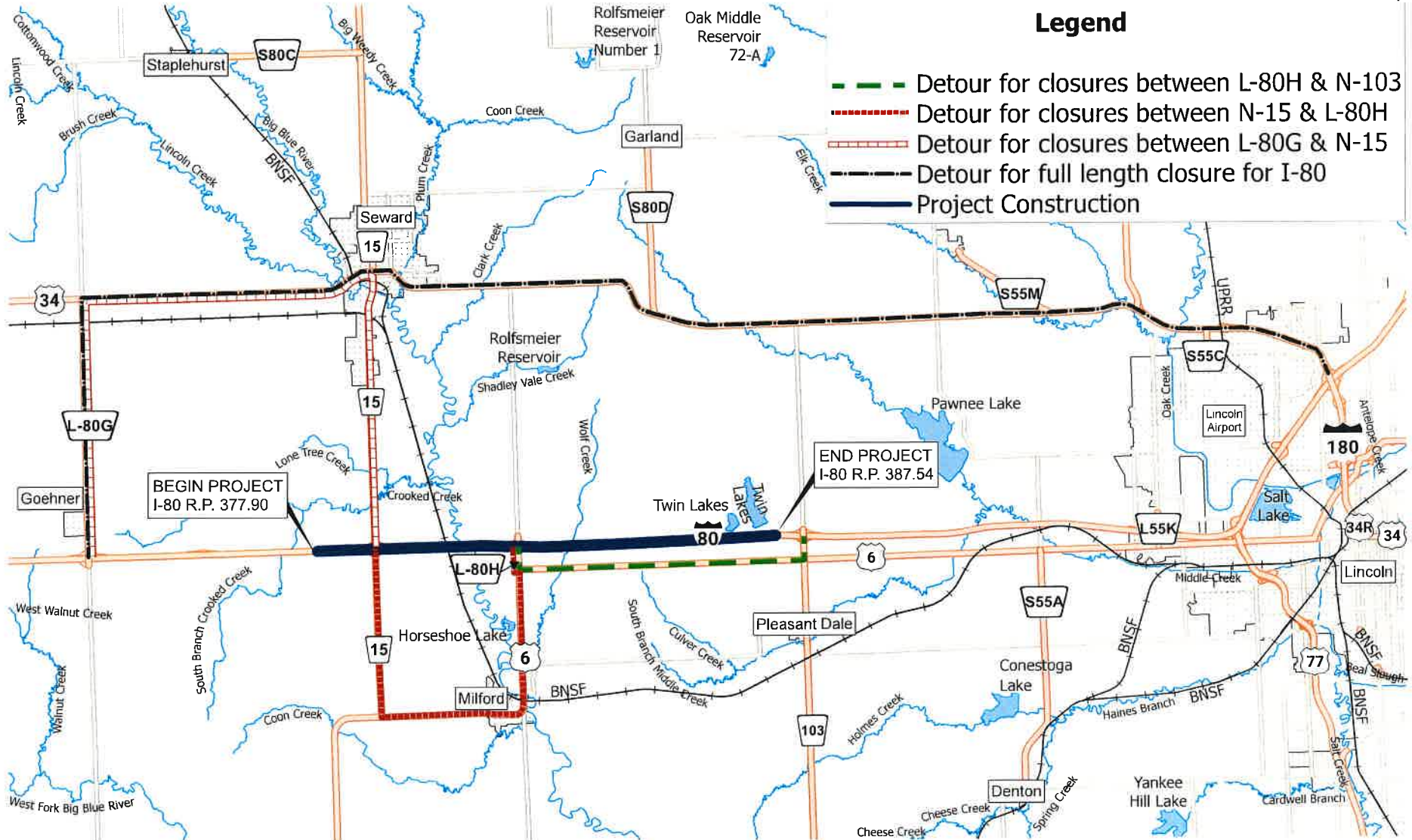
SEWARD COUNTY
MILFORD, PLEASANT DALE & SEWARD, NEBRASKA



SEWARD - PLEASANT DALE
LOCATION MAP

EXHIBIT "A"

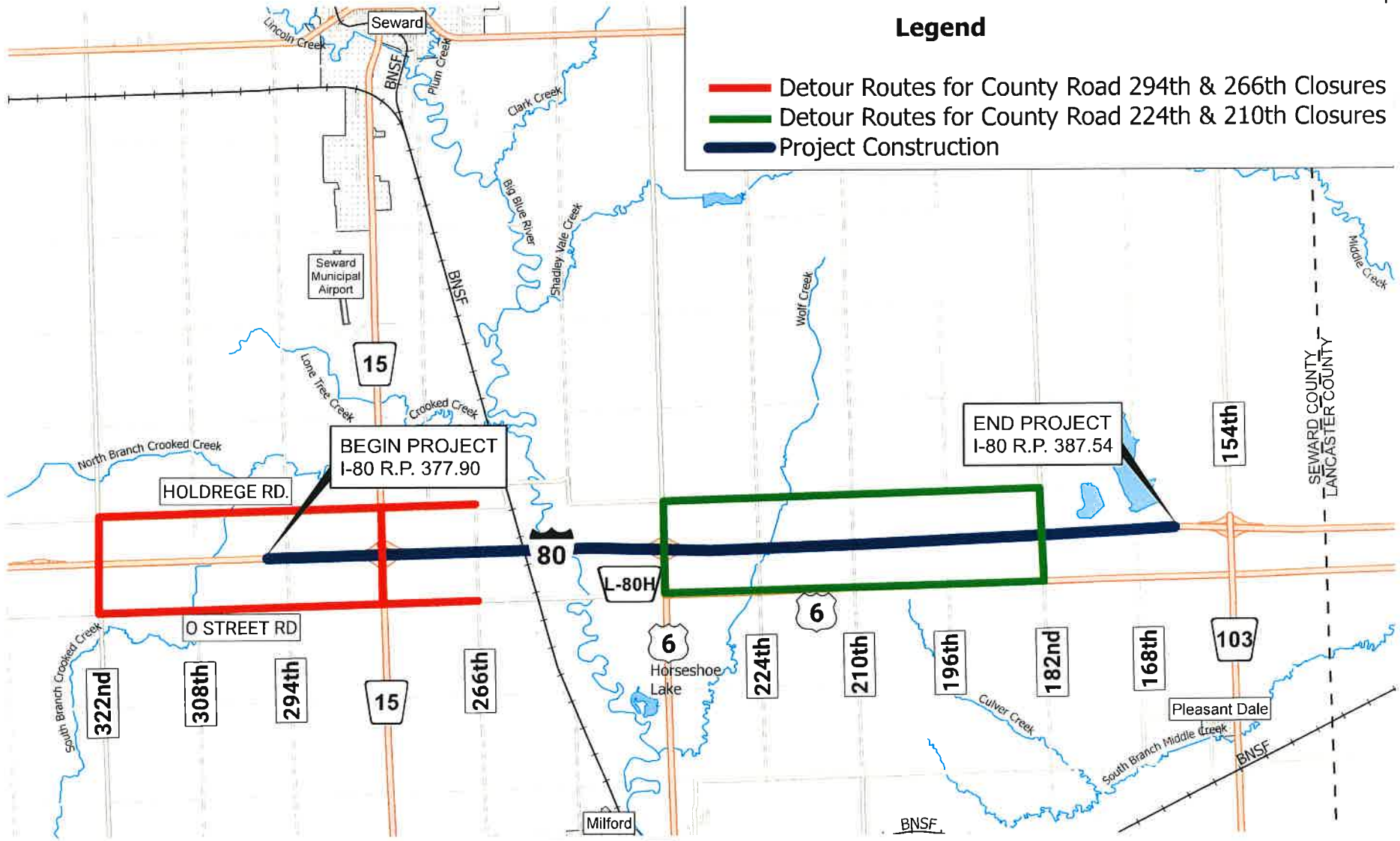
SEWARD COUNTY MILFORD, PLEASANT DALE & SEWARD, NEBRASKA



**SEWARD - PLEASANT DALE
DETOUR MAP**

EXHIBIT "B"

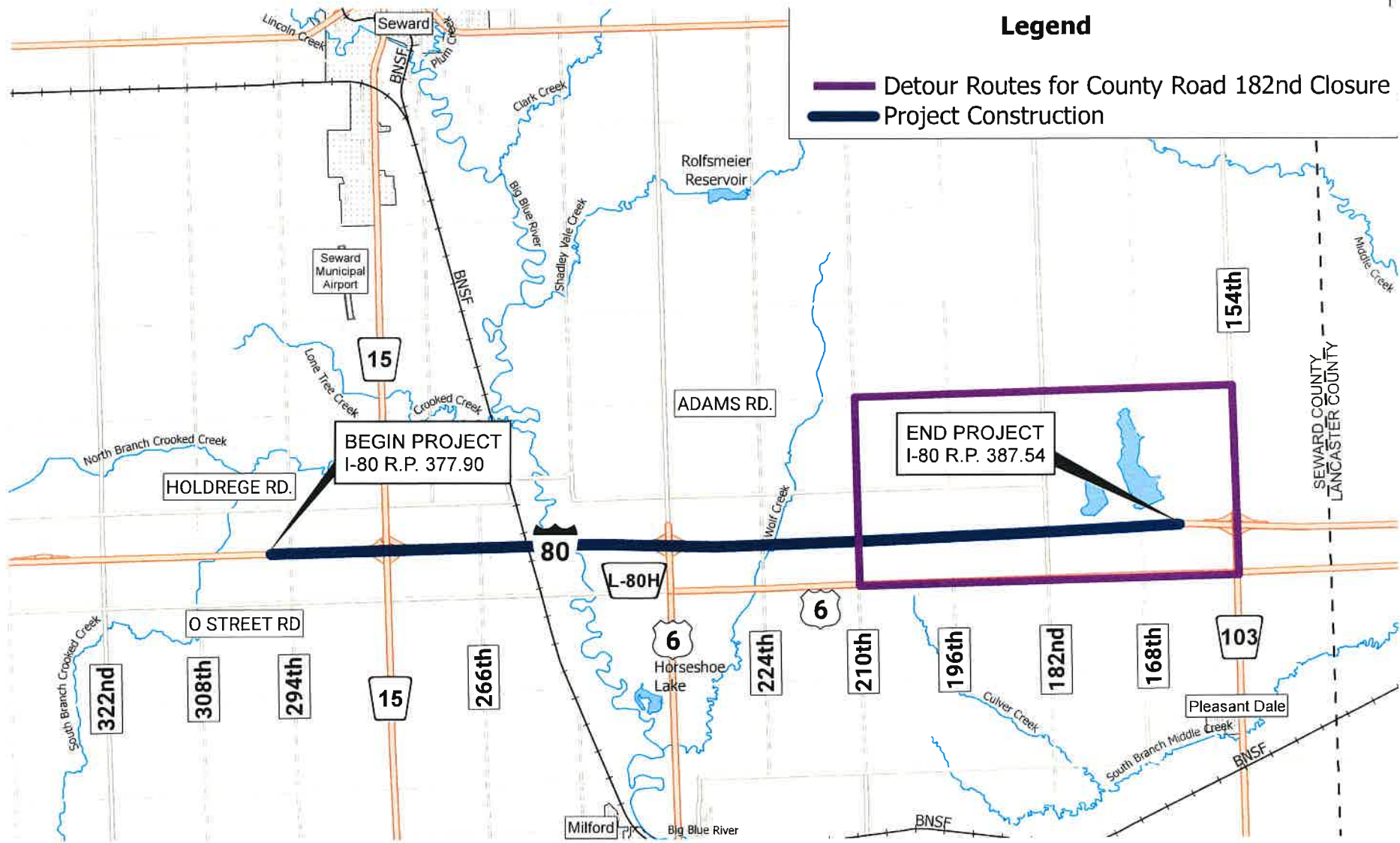
SEWARD COUNTY SEWARD, MILFORD & PLEASANT DALE NEBRASKA



SEWARD - PLEASANT DALE DETOUR MAP

EXHIBIT "C"

SEWARD COUNTY SEWARD, MILFORD & PLEASANT DALE NEBRASKA



SEWARD - PLEASANT DALE
DETOUR MAP

EXHIBIT "D"

APPLICATION FOR USE OF SEWARD COUNTY COURTHOUSE GROUNDS

Date(s) of use: 7/4/2026

Time of use (start and end times): 6:00 am - 6:00 pm

Group Requesting Use: 4th of July Craft Show Committee

Name of Person Responsible: Erika Kratochvil

Address: 1526 Plainview Ave. Seward Ne 68434

Telephone Number: 4025606431 Fax Number: _____

E-mail address: sewardjuly4show@gmail.com

Name of Event: 4th of July Craft Show

Type of Event: Vendors selling handmade items

Specific areas of Courthouse grounds you request to use: Entire square

Is the event open to the general public? yes _____ no

Were you supplied with a copy of Courthouse lawn policy yes _____ no

Number of participants expected: 400

What equipment will be used on the grounds? canopies

When will equipment be set up? 6:00 am

Is food served for a fee? yes _____ no

If yes, has the appropriate Health Department permit been obtained? yes _____ no

Has this group used Courthouse grounds for other events? _____ yes no

A liability insurance policy naming the County as an "additional insured" is encouraged in the amount of at least \$1 million at the time of event. Does this group have liability insurance to cover this event? yes _____ no

I have read the *Rules For Use of Courthouse Grounds*. I understand that Courthouse grounds will be left clean and neat condition after use. I am liable for all damages, expenses and loss caused by any person who attends or participates in this scheduled event. By signing this application, I agree to defend and hold harmless the County regarding any damage which may occur as a result of this scheduled function.


Signature of Responsible Person

7/1/2026
Date

Please return application to:

Seward County Clerk
PO Box 190
Seward, Ne 68434