

**NOTICE OF PUBLIC MEETINGS OF SEWARD COUNTY BOARD OF
COMMISSIONERS AND SEWARD COUNTY BOARD OF EQUALIZATION
TUESDAY, JUNE 23, 2026**

Notice is hereby given that meetings of the Seward County Board of Commissioners and the Seward County Board of Equalization, if commenced, will be held on Tuesday, June 23, 2026 in the County Board Meeting Room, Room 303 on the 3rd Floor of the of the Seward County Courthouse in Seward, Nebraska. The County Board of Equalization meeting will begin at 8:30 a.m. The Board of Commissioners meeting will begin at 9:00 a.m. Both meetings are open to the public. Agendas for such meetings are kept continuously current and are available for public inspection at the office of the County Clerk in the Seward County Courthouse, Seward, Nebraska.

Brandy Johnson, Seward County Clerk

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

Known items on the agenda for Board of Equalization on June 23, 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 June 9, 2026
4. Discuss/Action – Change of Valuation Notices
5. Discuss/Action – Assessor Information Update

8:30 a.m. Discuss/Action – Protest Hearings

Discuss/Action – Decisions of Protest Hearings

Known items on the agenda for Board of Commissioners on June 23, 2026 are as follows:

9:00 a.m.

1. Convene and announce Open Meetings Law
2. Pledge of Allegiance
3. Discuss/Action - Approve minutes of June 16, 2026
4. Consent Agenda:
 - a. Utility Permit for Windstream Nebraska to Bore Under Waverly Road to Bring Service to 1713 Waverly Rd in the NE ¼ of Section 15, Township 11, Range 4 East of the 6th p.m.
 - b. Annual Report for Seward/Saline Solid Waste Management Agency
 - c. Annual Return of Disposed Items for Roads Dept

Other Business Matters to Address When Time Allows

5. Discuss/Action - Public/Organizations/Officials
6. Commissioner Reports
7. Discuss/Action – Foreign National Vetting Process Form for 2025 EMPG Grant Approval
8. Discuss/Action – Subaward Agreement between City of Lincoln and Seward County for Aging Services

- 9. Discuss/Action – Res – Reappropriate Funds for Departments That Have Gone Over Budget
- 10. Discuss/Action – GBE, CPA Annual Fraud Inquiry
- 11. Discuss/Action – Moratorium on Data Centers in Seward County
- 12. Discuss/Action – Agenda for June 30, 2026
- 9:10 a.m.** Discuss/Action – Res – Short Form Plat for Finke Addition in the NW ¼ of Section 36, Township 10 North, Range 3 East of the 6th p.m.
- 9:15 a.m.** Public Hearing – Conditional Use Permit for Prestige Parts LLC to Operate an Auto Salvage Yard in the NW ¼ of Section 7, Township 10, Range 4 East of the 6th P.M.

Discuss/Action – Res – Conditional Use Permit for Prestige Parts LLC to Operate an Auto Salvage Yard in the NW ¼ of Section 7, Township 10, Range 4 East of the 6th P.M.
- 10:00 a.m.** Discuss/Action – Collin Hain/Seward County Chamber & Development Partnership (SCCDP) Annual Report and Request for 2026-2027 Fiscal Year Funding
- 10:20 a.m.** Discuss/Action – Authorize Weed Superintendent to Send Report and 10 Day Notice for Noxious Weeds
- 10:30 a.m.** Discuss/Action – Payment Options to Accurate Controls for VMS System and Security Control Computer Upgrade for Justice Center

Discuss/Action – Clarification of Wage Increase for Current Correction Officers
- 10:50 a.m.** Discuss/Action – Wage Increases for Hard to Fill Positions in the Roads Dept.

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 06/22/2026

A	B	C	D	E
1				
2		June 23, 2026	2026 CBOE Change of Valuation Notices	
3				
4	Parcel #	Name	Legal Description	Reason
5	800016351	Aegerter, Dana	3-9-3 YEACKLEY ESTATES IN W 1/2 NW 1/4 NW 1/4 LOT 2 7.62 AC	Adding omitted land value update
6	800201493	Ahmic, Misty	24-9-3 Nuggz Addition in #NE 1/4 N of River	New subdivision created for IOLL
7	800002938	AJS Properties (P3SP LLC)	1-10-3 #NE 1/4 48.62 ac	Correct values for split
8	800076168	Andersen, Dana A & Karen F	Seward Bader Jirovsky 4th Addition Blk 1 Lot 1	After a review, correcting house condition
9	800017293	Backes, William Edward & Virginia Paulet	11-9-3 TRACT IN SW 1/4 NW 1/4 2 AC	Correcting house & building values
10	800041585	Barnell Investments LLC	2-11-4 S 1/2 S1/2 NE 1/4 40 ac	Update house for total remodel.
11	800233100	Bartels, Joe & Alyssa	22-11-4 Tract in N1/2 48.26 ac	Separated 5.07 ac for Bartels Acres (800233420) Recounted acres
12	800221389	Blum, Joshua & Brittany	33-12-4 TUREK SUBDIVISION IN SW 1/4 5.01 AC	Removed building damaged in storm
13	800016084	Boden, Gerald D	2-9-3 S 224' OF W 294' OF N 887.7' IN SW 1/4 NW 1/4 1.50 AC	Correcting house & building values
14	800209761	Burgess, Wesley R & Bridget J	1-9-3 Rediger Addition in SE 1/4 Lot 3 3 ac	Adding omitted land value update
15	800225376	Burkey, Timothy A & Bonnie	2-9-3 #W 1/2 SW 1/4 NW 1/4 11.24 AC	Land update
16	800232800	Centennial Homes LLC	Utica Bronco Heights Lot 13	Correct house grade
17	800232805	Centennial Homes LLC	Utica Bronco Heights Lot 14	Correct house grade
18	800018494	Chapman, Gordon	24-9-3 #NE 1/4 N of River 9.63 ac	Separated 4.37 ac for Nuggz Addition
19	800024060	Codr, Kenneth J & Sharon J	32-12-4 #S 1/2 SE 1/4 62.79 ac	Land update
20	800016106	Compton, Duane K & Lisa J	2-9-3 S 148' OF N 517' OF W 294' OF SW 1/4 NW 1/4 1 AC	Land update
21	800014103	Conrad, John Wayne & Sharon Kay	11-9-2 S1/2 SW1/4 & S50' of W402' of N1/2 SW1/4 80.46 ac	Added new home, removed burned old one & Land update
22	800017269	Cookus, Michael L & Lisa J	11-9-3 295' X 295' TRACT IN NW 1/4 NW 1/4 2 AC	Correcting house & building values
23	800101421	Cross, Zachary	10-9-3 .60 AC TRACT IN S 1/2 NE 1/4	Correcting house & building values
24	800227050	Dana, Adam & Tanya	15-9-2 Morris Stauffer Subdiv in #N1/4 & SE 1/4 7.81 ac	Market adjustment & changed grade
25	800211758	Demalignon, Robert & Tara	9-9-3 Yeackley Addition in NE 1/4 Lot 3 5.59 ac	Correcting land value
26	800099958	Dinges, Jeremy & Cassandra	11-9-3 3.30 ACRE TRACT IN SE 1/4 SW 1/4	Land update
27	800017412	Drake, Kenneth D & Dala S	12-9-3 #S 1/2 S 1/2 NW 1/4 21.18 AC	Correcting house & building values
28	800228240	Dtroyer Four LLC	10-9-3 TROYER ACRES IN N 1/2 NE 1/4 LOT 1 5.01 AC	Correcting house & building values
29	800017633	Dunlap, Gregory A & Jessica L	14-9-3 #NW 1/4 NW 1/4 25.67 AC	Added new building
30	800016076	Eden, Dean Edward & Teresa Ann	2-9-3 #SW1/4 NW1/4 IN #TLTS 51 & 50 # IS 214.94'X 302.7'X 215.5' X 3	Correcting house & building values
31	800211499	Eickoff, Jennifer & Karl	4-9-3 BURKEY SUBDIVISION IN NE 1/4 5.74 AC	Land update
32	800049845	Ekoknap Properties LLC	Beaver Crossing Dimery's 2nd Addition Blk 21, Beg at a point 20' N & 65' E	To taxable - Discount for rearland
33	800008707	Erks, Ronald R	9-10-1 Tract in NW 1/4 S 1/2 SW 1/4 10.01 ac	Reviewed buildings with owner & changed
34	800199324	Erks, Ronald R	9-10-1 Improvement only BLDGS on S 1/2 SW 1/4 & SW 1/4 SE 1/4 R Gar	Reviewed buildings with owner & changed
35	800213238	Fastenau, Kyle D	1-9-3 STEPHENS ADDITION IN NW 1/4 LOT 2 6.66 AC	Correcting land value
36	800015975	Fransen, Terry H & Jodylyn K	1-9-3 TRACT IN SE 1/4 SE 1/4 S OF RR #TL 24 3.63 AC	Correcting house & building values
37	800017080	Friesen, Jackson D & Tabitha L (Trustee)	10-9-3 TRACT IN NE 1/4 S 1/2 NE 1/4 3 AC	Land update
38	800015924	Gengenbach Realty LLC	1-9-3 TLS 42, 43, 44 & 74 IN NW 1/4 SW 1/4 6.88 AC	Correcting improvement value back
39	800228000	Grossart, Tyler J & Brandy S	14-9-3 Grossart Addition in N 1/2 NW 1/4 Lot 1 5.01 ac	Correcting house & building values
40	800037812	Hans, Mary Ann	8-11-3 Tract in SE 1/4 NE /4 .65 ac	Home classified for title being relinquished
41	800017668	Hauschild, Aaron & Sarah	14-9-3 8.12 AC TRACT BEG 15' FROM NW COR S 1/2 NW 1/4	Correcting house & building values
42	800232780	Hawley, Preston & Kara	Utica Bronco Heights First Replat Lot 9a	Correct house grade & land value
43	800047311	Heater, Karen A	Beaver Crossing Mrs Ross Nichols' Subdiv of Blk 9 O T Lot 7 & N 30' Lot 6	New Basement
44	800102444	Hendrix, Gary L	35-9-1 #SE 1/4 155.14 ac	Removed omitted destroyed building
45	800003861	Herman, Timothy W & Sheldon, Carrie S	12-10-3 TRACT IN SW 1/4 19.06 ac	Removed update for rehabbing
46	800233410	Heyen, Robin C/O Todd Heyen	7-9-4 Heyen 1st Addition Corrected Lot 2 in W 1/2 SW 1/4 6.19 ac	Owner requested inspection of buildings, changed some, some to N
47	800016955	Hovorka, Griffin	9-9-3 YEACKLEY ADDITION IN NE 1/4 LOT B REPLAT OF LOT 2 3 AC	Correcting Land
48	800000625	Jacobsen, Nicholas C & Sarah M	8-10-4 NE 1/4 NW 1/4 SE 1/4 10.20 ac	Correcting land value

A	B	C	D	E
49	800215745	Kenney, Justin M & Rose Mary	1-9-3 Rediger Addition in SE 1/4 Lot 4 3 ac	Correcting land
50	800207092	Koehler, Chad C & Amber	14-9-3 #SW 1/4 NW 1/4 NW 1/4 5.01 AC	Land update
51	800001192	Kossow, Jonathan R & Courtney A	16-10-4 IRREG TRACT IN W 1/2 SW 1/4 10.89 AC	Changed for equalization
52	800016300	Kramer, Jack L (Life Use)	2-9-3 #N 1/2 SE 1/4 N of River TL 89 & 113 & #TLS 126 & 108 28.51 ac	Land update
53	800016009	Kremer, Sean C & Stacy	2-9-3 #SW 1/4 NW 1/4 20.4 AC	Correcting land
54	800228300	Loeske, Philip & Nicole	3-9-3 YEACKLEY ESTATES IN W 1/2 NW 1/4 NW 1/4 LOT 3 5.01 AC	Land update corrected
55	800228295	McCullough, Benjamin G & Jessica R	3-9-3 YEACKLEY ESTATES IN W 1/2 NW 1/4 NW 1/4 LOT 1 5.79 AC	Correcting land
56	800229435	McCullough, Jamie & Melissa L	11-9-3 TROYER ADDITION IN S 1/2 SE 1/4 LOT 1 5 AC	Add new building
57	800232865	Meissen, Ross & Brianna	Seward Meihomes Addition Lot 4	House to full value
58	800232860	Meissen, Ross & Brianna	Seward Meihomes Addition Lot 3	House to full value
59	800017358	Miller, Aaron M & Amy G	11-9-3 WILLIAMS ADDITION IN SW 1/4 8.13 AC	Land update
60	800017528	Miller, Daniel G & Rita	12-9-3 KREMER ACRES IN SE 1/4 LOT 1 6.97 AC	Land update
61	800017188	Miller, Ervin L & Rosalie J	10-9-3 TRACT IN N 1/2 NE 1/4 SE 1/4 4.88 AC	Land update
62	800017099	Miller, Ervin L & Rosalie J	10-9-3 620.32'X 222.5'TRACT IN S 1/2 NE 1/4 3.17 AC	Correcting house & building values
63	800095065	Miller, Wilma Elaine	10-9-3 MILLER ADDITION IN NE 1/4 SE 1/4 2.15 AC	Land update
64	800216547	Nelson, Aaron M & Vicki S	10-9-3 #NE 1/4 SE 1/4 NE 1/4 3 AC	Correcting house & building values
65	800103254	Nitz, Kelby S & Regina J	SEWARD BADER-JIROVSKY 7TH ADDITION BLOCK 1 LOTS 9 & 10	Changed for equalization
66	800085078	Novak, Richard J & Vickie D	Seward HM & R addition blk 66 E 83' of N 1/2 Lot 4 & W 4.5' of N 1/2 EXC	Combining parcels 800220919 to this parcel
67	800016416	Nowotny, Kathleen W (Life Use)	3-9-3 #E 13.63 AC OF S 1/2 SE 1/4 12.88 AC	Correcting house & building values
68	800016378	Oswald, Jonathan & Janelle	3-9-3 #SW 1/4 NW 1/4 4.74 AC	Land update
69	800016092	Pickerill, Troy Eric & Michaela Rae	2-9-3 S 148' OF THE N 665' OF W 294' OF THE SW 1/4 NW 1/4 1 AC	Correcting house & building values
70	800221958	Rausch, Joshua J & Christina K	25-10-2 Alan & Valerie's Addition in SE 1/4 5 ac	Added Assesory Building Unit as completed
71	800222970	Redigers, S Clark & Bonnie S	Milford Jantze Thornridge 1st Addition Phase 3 Lot 33	Additional 5% depreciation for location next
72	800043626	Robotham, Eugene	25-11-4 W1/2 S1/2 SE 1/4 38.296 ac	Corrected acres per survey & deeds & Land update
73	800232450	Robotham, Mary	25-11-4 #E 1/2 S 1/2 SE 1/4 38.12 ac	Corrected acres per survey & deeds & Land update
74	800017129	Roth, David A & Susan M	10-9-3 TRACT IN NE 1/4 NW 1/4 3 AC	Land update
75	800016149	Roth, Doyle D & Leann F	2-9-3 #SW 1/4 NW 1/4 TRACT 148.16'X294' 1 AC	Correcting house & building values
76	800017218	Roth, Jackson & Jasmin	11-9-3 IRR TRACT IN NE 1/4 S OF CORP LINE 20.9 AC	Land update
77	800017331	Roth, Jerrel L & Judy A	11-9-3 TRACT IN SW 1/4 SW 1/4 6 AC	Land update
78	800017137	Roth, Jerrel L & Judy A	10-9-3 TRACT 361.5' X 361.5' IN NE 1/4 NW 1/4 3 AC	Correcting house & building values
79	800017439	Rowland, Martin J & Sandra J	12-9-3 #SW 1/4 NW 1/4 16.1 AC	Correcting house & building values
80	800220951	Schluckebier, Joe W & Trisha D	12-9-3 #W 1/2 SW 1/4 SW 1/4 5.92 AC	Land update
81	800027957	Schluckebier, Julie	24-12-2 W 1/2 NE 1/4 80 AC	Removed house and homesite
82	800015983	Schweitzer, Kevin G & Charleen	1-9-3 TRACT IN SE 1/4 SE 1/4 S OF RR TL 24 1.14 AC	Land update
83	800016548	Shald, Jerry D	4-9-3 TRACT IN E 1/2 SE 1/4 SE 1/4 5.09 AC	Correcting house & building values
84	800106776	Sloup, Shane A & Cassidy J	8-11-3 Stark Addition in NW 1/4 NW 1/4 Lot 1 5.78 ac	Correcting improvement values
85	800224884	Stillahn, Clark E & Charisse M	19-11-4 TRACT IN SE 1/4 SE 1/4 12 AC	Some buildings to NV
86	800230190	Stauffer, Austin	3-9-3 CAMDEN ACRES ADDITION IN NE 1/4 LOT 1 5.44 AC	Correcting house & building values
87	800229525	Stauffer, William & Sharon	12-9-3 KREMER ACRES IN SE 1/4 LOT 2 3.36 AC	Land update
88	800058151	Stava, Craig J & Cori J	Staplehurst Original Town Blk 13 Lots 4-6	Adding omitted building
89	800013476	Steckly, Blane J & Nancy J	2-9-2 S1/2 Se 1/4 80 ac	Added house & homesite
90	800211391	Stutzman, Ryan D & Tonya R	12-9-3 #SW 1/4 SW 1/4 SW 1/4 3 AC	Land update
91	800087755	Sunderman, Preston & Leah	Seward Hughes Addition Blk 3 Lot 2 & N 1/2 Lot 4	Add omitted BF & HS updates
92	800231080	Taylor, Jesse & Tiffany	MILFORD TIMBER CREEK SUBDIVISION LOTS 1 THROUGH 18 LOT 1	Removed basement finish, got photos
93	800211626	Temple, Brent M(Etal	21-11-2 Jones Subdivision in SW1/4 SE1/4 & SE1/4 SW1/4 5.78 ac	Removed some buildings
94	800219821	TeSelle, Larry D (Life Use)	3-9-3 TESELLE ADDITION IN SE 1/4 NE 1/4 LOT 2 3 AC	Correcting Land
95	800016335	TeSelle, Teresa A	3-9-3 TESELLE ADDITION IN SE 1/4 NE 1/4 LOT 1 4.39 AC	Correcting Land
96	800102738	Trojan, Barry A & Jacquelyn S	13-9-3 TRACT IN W 1/2 NW 1/4 5.71 AC	Correcting house & building values
97	800216563	Troyer, James A & Kelly J	4-9-3 Milford East Addition in E 1/2 NW 1/4 5.06 ac	Adding omitted Assesory Dwelling Unit
98	800219945	Troyer, Thomas L & Virginia L	12-9-3 #NW 1/4 SW 1/4 3.01 AC	Land update
99	800017374	Troyer, Tim	11-9-3 TRACT IN SE 1/4 4.15 AC	Correcting house & building values

A	B	C	D	E
100	800016157	Troyer, Ronald Wayne & Melissa Ann	2-9-3 221' X 294' TRACT IN SW 1/4 NW 1/4 1.49 AC	Correcting house & building values
101	800015770	Ulrich, Randall J & Connie S	1-9-3 IRENE H FICKE ADDITION IN SE 1/4 LOT 1 7.69 AC	Correcting house & building values
102	800230200	Vegas, Chaise J & Jill M	3-9-3 CAMDEN ACRES ADDITION IN NE 1/4 LOT 3 5.01 AC	Land update
103	800212444	Velder, Ron D & Nancy J(Co Trustees	12-9-3 #S 1/2 SW 1/4 NW 1/4 5.64 AC	Land update
104	800230195	Volkmer, Trenton W & Brittany J	3-9-3 CAMDEN ACRES ADDITION IN NE 1/4 LOT 2 5.01 AC	Removed basement finish & corrected machine shed components
105	800225694	Walker, Thomas Lee Jr & Michelle Lynn	1-9-3 WAHL ADDITION IN NE 1/4 NW 1/4 LOT 1 5.01 AC	Land update
106	800227045	Wanetka, Scott M & Camille D	10-9-3 TROYER'S ADDITION IN N 1/2 NE 1/4 LOT 1 5 AC	Correcting house & building values
107	800017617	Wergin, Brandon & Katie E	14-9-3 GROSSART ADDITION IN N 1/2 NW 1/4 LOT 2 5.01 AC	Correcting house & building values
108	800016068	Williams, David L & Tammy D	2-9-3 TRACT IN SW 1/4 NW 1/4 170.26'X294.8'X161.2'X302.70'	Correcting house & building values
109	800221990	Williams, David L & Tammy D	11-9-3 #W 1/2 N 1/2 SW 1/4 10 AC	Market adjustment
110	800213211	Wissmann, Loren A & Gloria A	1-9-3 STEPHENS ADDITION IN NW 1/4 LOT 1 6.66 AC	Land update corrected
111	800003853	Zimbelmann, Linda	12-10-3 LZ Acres in N 1/2 NW 1/4 7.30 ac	Removed metal pole shed destroyed in 2025
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115			Chair Seward County Board of Equalization	Date
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UTILITY PERMIT NO. 26-25

SEWARD COUNTY DEPARTMENT OF ROADS

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

DATE: 6/1/26

APPLICANT NAME (PRINT): Amber Bapst

PHONE: 501-748-4601

COMPANY NAME: Windstream Nebraska, Inc. 71506009800988. PR #60400

ADDRESS: 4005 N. Rodney Parham, Little Rock, AR 72212

SIGNATURE: Amber Bapst

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: T11-R4-SEC 15 NE 1/4

LEGAL DESCRIPTION: Place 150ft of 2 pair copper service drop. From buried terminal 1002/159PG bore 40ft southeast under Weavely Rd, Bury 110ft south along the customer's driveway, bore 15ft under the driveway to pole near the house with an enclosure box

TYPE OF UTILITY TO BE CONSTRUCTED:

Telecommunications copper Fiber Optic Non Fiber Optic

Water or Irrigation _____ Pipe Size and Type _____

Sewer _____ Pipe Size and Type _____

Electric _____ Voltage _____

Natural Gas _____ Pipe Size and Type _____

Other _____

PROPOSED METHOD OF INSTALLATION:

Open Trench _____ Width _____ Depth _____

Continuous Bore Size 1.25" conduit Depth 7' minimum

Encasement Pipe _____ Size _____ Type _____

Plowing _____ Length _____ Depth _____

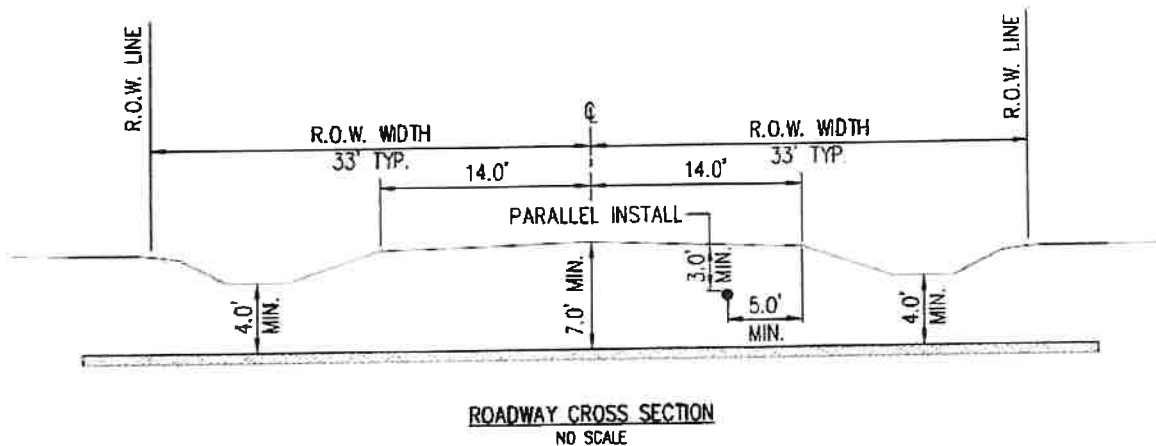
Power Poles _____

NAME, ADDRESS and PHONE NUMBER OF CONTRACTOR PERFORMING THE WORK
Whit, 2101 Riverfront Dr., Little Rock AR 72202
Phillip McAbee 336-467-0183

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



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 copper drop in accordance with the permit requirements
(utility)
and provisions included as a part of this permit.

Company: Windstream Nebraska, Inc Address: 4005 N. Rodney Parham, Little Rock, AR 72212
Phone: 501-748-4601 Signature: Amber Bayot Date: 6/1/26

EXECUTION BY SEWARD COUNTY

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

Seward County Authorized Representative

Date

INSURANCE and INDEMNIFICATION REQUIREMENTS

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

A. Workers Compensation and Employers Liability Insurance

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

B. Commercial General Liability Insurance

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

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

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

C. Automobile Liability Insurance

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

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

D. Certificate of Insurance

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

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

E. Indemnification-Hold Harmless

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

APPLICANT Windstream Nebraska, Inc 6/1/26
REPRESENTATIVE Amber Bapat Date

LOCATION MAP

LORI & LYLE HAMLING
 1713 WAVERLY RD
 GARLAND NE
 402-450-7204

Seward County
 40.9295 -96.9529
 Terminal 159PG

Steward County minimum depth requirements. 4' is the minimum depth from flow line of the ditch, and 7' is the minimum depth from center of the road.



WORK DESCRIPTION

Place 150ft of 2 pair copper service drop. From buried terminal 1002/159PG bore 40ft southeast under Weavely Rd, Bury 110ft south along the customer's driveway, bore 15ft under the driveway to pole near the house with an enclosure box

PROJECT TOTALS:	
PROPOSED AERIAL CATFIBER:	
PROPOSED AERIAL RISER FOOTAGE:	
PROPOSED UG CATFIBER:	
TOTAL FOOTAGE:	150ft
TOTAL PROPOSED HANDHOLES:	
TOTAL RISERS:	
TOTAL PROPOSED BORE PITS:	

Engineer: Jules Kayla
 724-710-5071

Windstream OSP Mgr
 Stephanie Laux
 402-676-6376



WO# 715060098-00988
 Location: 1713 WAVERLY RD
 Municipality: GARLAND
 County: Seward
 State: NE

Drawing
 1 of 5

LEGEND

BACK OF CURB	
RIGHT OF WAY	
CENTERLINE	
EDGE OF PAVEMENT	
SIDEWALK	
PROPOSED BURIED FIBER	
LANE DASHED	
LANE CONTINUED	
MEDIAN	
GAS	
SEWER	
STORM DRAIN	
WATER	
TELECOM	
ELECTRIC	
BORE PIT	
TRAFFIC SIGNAL HANDHOLE	
TRAFFIC SIGNAL	
SEWER MAINS	
PROPOSED MARKER POST	
PROPOSED GROUND ROD	
ELECTRIC MANHOLE	
PROPOSED HANDHOLE (32"X48")	
EXISTING SLACKLOOP-150'	
ELECTRIC HH	
STORM INLET	
TREE SYMBLE	
EXISTING POLES	
RISER	

WATER HYDRANT



WATER VALVE



WATER METER



GAS VALVE

STORM MANHOLE



STREET LIGHT



TELECO MANHOLE



EX HANDHOLE



GUARD RAILING



Engineer: Jules Kayla
724-710-5071

Windstream OSP Mgr
Stephanie Laux
402-676-6376



WO# 715060098-00988
Location: 1713 WAVERLY RD
Municipality: GARLAND
County: Seward
State: NE

Drawing
2 of 5

GENERAL NOTES

1. GENERAL NOTES SHALL APPLY TO ALL DRAWINGS.
2. ALL WORK SHALL COMPLY WITH APPLICABLE STATE, COUNTY, & LOCAL REGULATORY AGENCIES INCLUDING BUT NOT LIMITED TO OSHA, DOT, ESL.
3. THE CONTRACTOR SHALL CONTACT THE ADJACENT PROPERTY OWNERS A MINIMUM OF 12 HOURS IN ADVANCE OF CONSTRUCTION AT THE WORK SITE.
4. ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE BEFORE WORK IS STARTED. DEVICES NO LONGER REQUIRED SHALL BE REMOVED AS SOON AS POSSIBLE.
5. PEDESTRIAN TRAFFIC AREAS MUST BE MAINTAINED AT ALL TIMES. PEDESTRIANS MAY NOT BE REROUTED ONTO PRIVATE PROPERTY OR INTO STREETS. NO EQUIPMENT OR MATERIALS SHALL BE STORED OR PERMITTED TO STAND UNPROTECTED WHERE TRAFFIC IS MAINTAINED.
6. NO EQUIPMENT OR MATERIALS SHALL BE STORED ON ROAD SURFACE DURING NON-WORKING PERIODS.
7. NO EQUIPMENT OR MATERIALS SHALL BE STORED ON S/W AT ANY TIME.
8. EXCAVATION MATERIAL SHALL BE STORED AWAY FROM THE PAVED ROADWAY. ALL SPILLED MATERIAL WILL BE REMOVED IMMEDIATELY.
9. EXISTING SIGNS, DELINEATORS, GUARDRAILS, MARKERS, TREES, SHRUBS, FENCES, WALKS, STEPS, ESL, THAT ARE DISTURBED BY THIS CONSTRUCTION SHALL BE REPLACED OR RESTORED TO THEIR ORIGINAL CONDITION OR TO THE SATISFACTION OF THE INSPECTING ENGINEER, PROPERTY OWNER, CITY, COUNTY, OR STATE AND/OR ANY OTHER AGENCY HAVING AUTHORITY/JURISDICTION.
10. CITY, COUNTY, OR STATE ROAD SIGNS, DELINEATORS, GUARDRAILS, ESL, SHALL NOT BE REMOVED. WRITTEN PERMISSION SHALL BE REQUIRED PRIOR TO ANY EXCAVATION IN THIS AREA.
11. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY, COUNTY, OR STATE SPECIFICATIONS AND STANDARDS.
12. ALL PERSONS WHO FLAG TRAFFIC ON STATE RIGHT-OF-WAY MUST BE CERTIFIED.
13. ALL SURFACE AND SUBSURFACE RESTORATION IS TO BE IDENTICAL TO THE ADJACENT UNDISTURBED AREAS.
14. THE CONTRACTOR IS RESPONSIBLE FOR ANY UTILITY DAMAGES WHEN ANY PERSON DAMAGES A UTILITY LINE OR PROTECTIVE COATING DURING EXCAVATION OR DEMOLITION. THE ONSITE CITY INSPECTOR AND THE AFFECTED UTILITY WILL BE NOTIFIED.
15. ON ALL WORK ASSOCIATED WITH DOT PROJECTS THE RESIDENT ADMINISTRATOR FOR DOT MUST BE NOTIFIED AT LEAST 48 HRS BEFORE STARTING WORK.
16. CONTRACTOR IS RESPONSIBLE FOR ALL COMPACTING AND SEDIMENT CONTROL REGULATIONS.
17. NO HANDHOLES ARE TO BE PLACED WITHIN DITCH LINES.

CONSTRUCTION NOTES:

1. ALL EXCAVATIONS WILL HAVE FIBER OPTIC WARNING TAPE INSTALLED A MINIMUM OF 6" BELOW FINAL GRADE.
2. WHENEVER DIRECTIONAL BORING IS UTILIZED TO INSTALL CONDUITS ALL EXCAVATIONS SHALL BE BACKFILLED PER FDOT SPECIFICATIONS.
3. VERIFICATION OF THE LOCATION OF ALL UTILITY CROSSINGS IS THE SUBCONTRACTOR'S RESPONSIBILITY. HAND DIG WHERE REQUIRED.
4. ALL KNOWN UTILITIES MUST BE "TEST PITTED".
5. CONTACT FLORIDA 811 72 HOURS IN ADVANCE OF CONSTRUCTION FOR LOCATION OF BURIED UTILITIES.
6. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL FDOT TRAFFIC LOOPS LOCATED.
7. CONFIRM WITH WINDSTREAM, WITH FDOT CORRESPONDENCE, THAT ALL TRAFFIC LOOP LOCATIONS HAVE BEEN COORDINATED FOR MARKING.
8. AT THE END OF EACH WORK DAY CONDUIT CAPS WILL BE PLACED ON ALL VACANT DUCTS.
9. A MINIMUM BENDING RADIUS OF 24" FOR FIBER CABLE WILL BE ADHERED TO.
10. MAXIMUM CABLE INSTALLATION TENSION SHALL NOT EXCEED 600 POUNDS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND STORAGE OF ALL SHRUBBERY TO BE REPLACED.
12. RESTORATION OF THE CONSTRUCTION AREA TO ORIGINAL OR BETTER CONDITION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
13. PLACE 6" OF 3/4" CRUSHED ROCK IN THE BOTTOM OF THE PIT PRIOR TO PLACING THE HANDHOLE.
14. ALWAYS HAND DIG WITHIN 2' OF UTILITIES.
15. PLACE A COIL OF SLACK IN EACH HANDHOLE/MANHOLE AS SPECIFIED.
16. EXCAVATE OUTSIDE THE DRIP LINE OF ALL TREES TO PREVENT ROOT DAMAGE.
17. CONSTRUCTION MATERIALS AND STAGING AREAS ARE NOT PERMITTED WITHIN 25' BUFFER ZONE OF WETLANDS, CREEKS, AND STREAMS.
18. THE CURB AND GUTTER IS NOT TO BE DISTURBED WITHOUT PRIOR APPROVAL.
19. IN THE EVENT THAT IT IS NECESSARY TO REMOVE ANY PORTION OF THE CURB AND GUTTER, IT IS TO BE REPLACED SEAM TO SEAM IN A MATCHING CONFIGURATION TO THE ADJACENT CURB AND GUTTER.
20. ALL R/W SHOWN ARE BASED ON CURRENT COUNTY TAX/GIS MAPS. PLACING CONTRACTOR TO VERIFY R/W PRIOR TO CONSTRUCTION AND NOTIFY SOURCEONE CORP. OF ANY DISCREPANCIES SO CORRECTIONS CAN BE MADE AND REVISED CONSTRUCTION PERMIT DRAWINGS CAN BE SUBMITTED.
21. THE LOCATION OF THE EXISTING UTILITIES REFLECTED ON THESE PLANS ARE ONLY AN ESTIMATION AND NEED TO BE LOCATED PRIOR TO CONSTRUCTION.

EROSION AND SETTLEMENT

1. MATERIAL RESULTING FROM EXCAVATION WILL NOT BE PLACED IN SUCH A MANNER THAT IT IS DISPERSED BY CURRENT OR OTHER FORCES. THE MATERIAL SHOULD BE COLLECTED AND CONTAINED AT ONE SITE AS APPROPRIATE.
2. APPROPRIATE SILTATION AND EROSION CONTROLS WILL BE USED AND MAINTAINED IN EFFECTIVE OPERATING CONDITION DURING CONSTRUCTION, AND ALL EXPOSED SOIL AND FILLS WILL BE PERMANENTLY STABILIZED AT THE EARLIEST PRACTICABLE DATE.
3. SEDIMENT CONTROL FENCE (SILT FENCE) SHOULD BE INSTALLED AND MAINTAINED FOR THE DURATION OF THE CONSTRUCTION. SILT FENCE WILL BE INSTALLED ALONG AND WITHIN THE RIGHT-OF-WAY LINE (12 FT. AWAY FROM THE EDGE OF THE RIGHT-OF-WAY). IF A BODY OF WATER OR POTENTIAL WETLAND IS LOCATED WITHIN 60 FT. FROM THE EDGE OF THE RIGHT-OF-WAY, ANY OTHER SITUATIONS WILL BE APPROVED BY ENGINEER.
4. WHEN CONSTRUCTING IN CITY LIMITS, ALL ROADWAY DRAINS, SUCH AS INLETS NEAR CURBS OR DROP INLETS ON ROADWAYS WHICH ARE LOCATED WITHIN THE RIGHT-OF-WAY, SHALL BE PROTECTED WITH TYPICAL INLET SEDIMENT FILTERS. THESE FILTERS WILL BE REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
5. ALL CABLE MARKERS TO BE PLACED AS FAR BACK TO RIGHT-OF-WAY LINE AS POSSIBLE.
6. ANY DISTURBED AREA WILL BE RESEEDED WITH NATIVE GRASS SEED, AND SEDIMENT CONTROL FENCE SHOULD BE REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
7. ALL HARD SURFACED DRIVEWAYS TO BE DIRECTIONAL BORED.
8. NO STAGING AREAS OR TEMPORARY ACCESS ROADS WILL BE PLACED IN WETLANDS.
9. HEAVY EQUIPMENT WORKING IN WETLANDS WILL BE PLACED ON MATS OR LOW GROUND PRESSURE EQUIPMENT USED DURING CONSTRUCTION TO LIMIT SOIL DISTURBANCE TO THE MINIMUM AREA REQUIRED TO INSTALL THE UTILITY.
10. EXCESS MATERIAL WILL BE REMOVED FROM THE WETLAND AND PLACED ON UPLAND AREAS IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.

LB

LUFFMAN-BYERS
The Telecom Professionals

Engineer: Jules Kayla
724-710-5071

Windstream OSP Mgr
Stephanie Laux
402-676-6376



WO# 715060098-00988

Location: 1713 WAVERLY RD
Municipality: GARLAND
County: Seward
State: NE

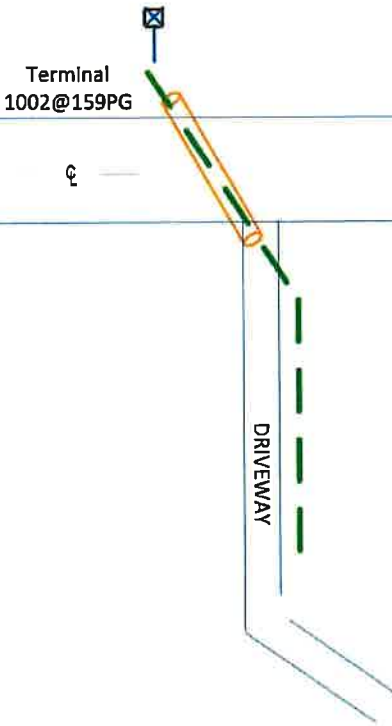
Drawing
3 of 5

PERMIT REQUEST #60400
EST FOOTAGE IN COUNTY ROW=40FT

Steward County minimum depth requirements. 4' is the minimum depth from flow line of the ditch, and 7' is the minimum depth from center of the road.



Place 150ft of 2 pair copper service drop. From buried terminal 1002/159PG bore 40ft southeast under Weavely Rd, Bury 110ft south along the customer's driveway, bore 15ft under the driveway to pole near the house with an enclosure box



CST Javier Ordaz e0185219 402-417-3808
Place Buried Drop: 2PR Est Ft:150
Is bore required? Y Est Ft: 15 Road

Comments / Notes to Contractor
2 wire copper drop: Approx 150 ft to serving terminal. Pedestal is across the road ped @159PG. Please bring drop to the pole near the house. You should be able to see an enclosure box. Call if you have questions 4024173808

WAVERLY RD



CONSTRUCTION UNITS
BM60(1)(1 1/2)P= 40 Bore Fiber drop, place conduit, pull drop through
BM61SEB(B)= 15 Bore Fiber drop
SEB2X22(B) = 110 Bury COPPER Drop

NOTE TO ALL CONSTRUCTION CREWS:
1-BDROPS must be 12" deep on Private R-O-W.
2-BDROPS must be 36" deep on Public R-O-W. (40" In IA)
3-BDROPS must be 40" under CITY / COUNTY / STATE HWYS
4-Call before going to Customer Premises
5- Check with customer before beginning to plow for Private Utilities.
6-Check with customer after installation to ensure nothing has been cut or damaged.

LORI & LYLE HAMLING
1713 WAVERLY RD
GARLAND NE
402-450-7204

Seward County
40.9295 -96.9529
Terminal 159PG

1713



LUFFMAN-BYERS
The Telecom Professionals

Engineer: Jules Kayla
724-710-5071

Windstream OSP Mgr
Stephanie Laux
402-676-6376



WO# 715060098-00988
Location: 1713 WAVERLY RD
Municipality: GARLAND
County: Seward
State: NE

Drawing
4 of 5

WO# 715060098-00988

Location: **1713 WAVERLY RD**

Municipality: **GARLAND**

County: **Seward**

State: **NE**



County Road 168

1659.2'
BFC 37-22
168W:101-137

1002 / 159PG
A,1
168W,133-137

1142.8'
BFC 37-22
168W:101-137

1002 / 159P3

1002 168W
IN:168W1,1-200
OUT:168W2,1-200

14324
BFO120

5058 BFO48|XD:1-4;MLCL-SWRD:5-6;XD:7-10;FO04:11-12;XD:13-26;SWRD:27-28;XD:29-44;FO04:3-6;

19955 BFO8
F1:9-12;XD:5-8;

200 OFNP12
FO04:5-6;XD:3-12

1222'
BFC 25-22
B91 PL
33152 BFO48 XD:1-2;FO04:3-4;XD:5-10;FO04:11-12;XD:13-48;

XD:1-4;ML



200ft

40 92925 -96 94991 Degrees

G&P DEVELOPMENT, INC.

P.O. Box 63
Milford, Nebraska 68405
Phone: (402) 761-3451

June 15, 2026

Ms Misty Ahmic
Seward/Saline Solid Waste Management Agency
Seward County Courthouse
Seward, Nebraska 68434

Dear Ms. Ahmic:

In accordance with Section 5.05 of the 2005 Host Agreement, G&P Development, Inc. has prepared the following annual report for your review. The attachments included in this letter will address each of the requirements of the annual report.

You can find a copy of the 2025 Waste Connections Annual Report. [Waste Connections Annual Report](#)
This report will provide information regarding the financial strength and stability of G&P Development's parent company, Waste Connections, Inc.

Also attached are the last three (3) years of compliance inspections. On November 2, 2023, the following was observed: Failure to cover waste with 6 inches of dirt, Failure to operate our leachate collection system accurately, and failure to remove prohibited waste tires from the landfill. On October 16, 2024, no violations were identified. We had a couple of items discussed, complete information on all asbestos records is required, and a little bit of trash on the hill. On December 9, 2025, the Department documented litter windblown off landfill property to the south at the time of Inspection from a windstorm that occurred a couple of weeks prior to the inspection. Ensure future quarterly gas monitoring reports are submitted within 30 days and lock the north gate into Landfill which was left open after construction last fall. A copy of those letters are attached.

I have included the 2025 financial assurance payment calculation. The attached worksheets identify the total closure and post-closure costs, the current market value, the remaining site life, and the 2026 payment amount. This will address our financial assurance obligations. The amount of acceptable waste received for the previous 12 months (2025) was 91,387.39 tons. A spreadsheet is attached, which identifies the origins of this waste.

We hope you find this information beneficial. If you have any questions, please contact Jessica Bodfield at 402-761-3451

Sincerely,

Jessica Bodfield

Jessica Bodfield
Site Manager

June 15, 2026

ANNUAL REPORT

FOR

**SEWARD/SALINE SOLID WASTE
MANAGEMENT AGENCY**



	2025
ORIGIN	WEIGHT
	-
ADAMS COUNTY	113.05
BUTLER COUNTY	139.60
CASS COUNTY	271.01
CLAY COUNTY	7.01
CRETE	7,135.19
FILLMORE COUNTY	543.60
GAGE COUNTY	2,008.43
HALL COUNTY	143.02
HAMILTON COUNTY	3.41
JEFFERSON COUNTY	7,748.50
JOHNSON COUNTY	287.32
LANCASTER COUNTY	26,746.99
LINCOLN	14,867.76
NUCKOLS COUNTY	11.29
OTOE COUNTY	397.84
POLK COUNTY	20.43
RICHARDSON COUNTY	1.22
SALINE COUNTY	13,258.28
SAUNDERS COUNTY	668.12
SEWARD COUNTY	14,806.46
THAYER COUNTY	1,737.43
WEBSTER COUNTY	70.10
YORK COUNTY	401.33
	<u>91,387.39</u>

G&P Development Landfill
 Financial Assurance Demonstration

June 12, 2026

Landfill Financial Assurance
 Estimated Annual Payment

(CE-CV)/Y

Remaining site design life	36.1 years
FA Post-Closure area	80.5 acres
FA Closure area	68.2 acres
Post Closure Costs January 2021 Permit App (in 2020 \$)	\$6,742,244
Closure Costs January 2021 Permit App (in 2020 \$)	\$5,969,941
Total Closure/Post Closure Costs	\$12,712,185
Trust Market Value as of 5/31/2026	\$4,588,125

FA 2020\$ Closure Costs (CE)		\$5,969,941	
2021 Inflationary Factor	1.0414	\$6,217,097	\$6,217,097
2022 Inflationary Factor	1.0698	\$6,651,050	\$6,651,050
2023 Inflationary Factor	1.0364	\$6,893,148	\$6,893,148
2024 Inflationary Factor	1.0241	\$7,059,273	\$7,059,273
2025 Inflationary Factor	1.0283	\$7,259,050	\$7,259,050
Current Value of FA acct. (CV)			<u>\$2,154,691</u>
Remaining to be paid for Closure			\$5,104,359

FA 2020\$ Post-Closure Costs (CE)		\$6,742,244	
2021 Inflationary Factor	1.0414	\$7,021,373	\$7,021,373
2022 Inflationary Factor	1.0698	\$7,511,465	\$7,511,465
2023 Inflationary Factor	1.0364	\$7,784,882	\$7,784,882
2024 Inflationary Factor	1.0241	\$7,972,498	\$7,972,498
2025 Inflationary Factor	1.0283	\$8,198,120	\$8,198,120
Current Value of FA acct. (CV)			<u>\$2,433,434</u>
Remaining to be paid for Post-Closure			\$5,764,686

Total Closure and Post-Closure Costs remaining to be paid			\$10,869,045
Remaining Pay periods (Y)			36.1

Annual Payment allowing 2% discount including compound interest on balance \$113,876.13

NEBRASKA

Good Life. Great Resources.

DEPT. OF WATER, ENERGY, AND ENVIRONMENT

JAN 07 2026



Jim Pillen, Governor

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Jessica Bodfield, Manager
G&P Development, Inc. Municipal Solid Waste Landfill
P.O. Box 63
Milford, NE 68405

Letter of Noncompliance
RE: December 9, 2025, Compliance Evaluation Inspection
DWEE ID: 62748 IWM
Program ID: NE0120197
Compliance Due Date: 30 Days from Receipt of this Letter

Dear Ms. Bodfield:

This Letter of Noncompliance (LNC) is being issued to the G&P Development, Inc. Municipal Solid Waste Landfill for violations of DWEE Title 132 – Integrated Solid Waste Management Regulations. The violations were determined during a December 9, 2025, Compliance Evaluation Inspection. A copy of the inspection report is enclosed.

The Department documented the following:

1. Failure to control litter (Title 132, Chapter 3, 004.03). Windblown litter was identified off landfill property to the south at the time of this inspection.
2. Failure to submit landfill gas monitoring results within 30 days of the end of each calendar quarter (Title 132, Chapter 2, 007.05). Landfill gas monitoring reports for the 1st and 2nd quarters of 2025 were not submitted until October 14, 2025.

Though not cited as a violation, the north access road entrance gate was open at the time of the inspection. If this access road is no longer being used during operating hours, the gate must be closed and locked to prevent unauthorized access per Title 132, Chapter 3, 004.07.

Regulations that have been referenced are available online at the Nebraska Department of Environment and Energy website: <http://dee.ne.gov>.

In order to cease and/or mitigate these violations the Department requests that you provide the following within 30 days of receiving this letter:

1. Provide confirmation that the litter in the field and trees south of the landfill has been collected and disposed.
2. Ensure that future quarterly gas monitoring reports are submitted within 30 days of the end of each quarter.
3. Provide confirmation that the north access road gate has been closed and locked when not in use.

The Department requests that you voluntarily comply with these corrective measures. These violations may be considered for further enforcement action. We will evaluate your prompt compliance and will consider your efforts to determine if enforcement action is warranted. Enforcement action may include issuance of an administrative order, or referral to the Attorney General for penalties of up to \$10,000 per day per violation, and/or injunctive relief.

Please direct all contacts and any written response to this LNC to:

Brian Gorman
Waste Compliance Section
Nebraska Department of Water, Energy, and Environment
245 Fallbrook Blvd., Suite 100
Lincoln, NE 68521
Telephone: (402) 471-8846
Brian.gorman@nebraska.gov

Sincerely,



Brad Pracheil, Administrator
Inspection and Compliance Division

Enclosure

NEBRASKA

Good Life. Great Resources.

DEPT. OF ENVIRONMENT AND ENERGY



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

NOV 17 2023

Ms. Jessica Bodfield, Manager
G&P Development, Inc.
P.O. Box 63
Milford, NE 68405

Letter of Noncompliance
RE: November 2, 2023, Municipal Solid Waste Landfill Inspection
NDEE ID: 45275 RCR
Program ID: NE0203971

Dear Ms. Bodfield:

This Letter of Noncompliance (LNC) is being issued to G&P Development, Inc. Municipal Solid Waste Landfill for violations of NDEE Title 132 – Integrated Solid Waste Management Regulations. The violations were determined during a November 2, 2023, Compliance Evaluation Inspection. A copy of the inspection report is enclosed.

The Department documented the following:

1. Failure to cover waste with six inches of earthen material at the end of each operating day (Title 132, Chapter 3, 004.17B1). This citation refers to Observation 2 of the Design/Operational Criteria section of the inspection report.
2. Failure to operate leachate collection system according to the operational plan (Title 132, Chapter 3, 004.17D4). This citation refers to Observation 13 of the Design/Operational Criteria section of the inspection report.
3. Failure to remove prohibited waste tires from the landfill (Title 132, Chapter 15, 001.03). This citation refers to Observation 1 of the Banned Wastes section of the inspection report.

Though not cited as violations, the following concerns were noted during the inspection that warrant your attention:

4. Some litter was noted in the immediate area of the working face that required removal per Title 132, Chapter 3, 004.17A (reference Observation 4 of the Design/Operational Criteria section of the inspection report).

5. Special waste disposal mapping appears to be inaccurate based on the discrepancy between the maps and the physical location of disposal (reference Observations in the Special Waste and Asbestos sections of the inspection report). This may be due to the difference between the GPS units being measured and those plotted on the landfill maps.
6. Records show bleaching clay from Eco-Energy has caused at least one fire in the disposal area (reference Observation in the Special Waste section of the inspection report). Be aware that wastes can be considered an ignitable hazardous waste if it is not a liquid and is capable, under standard temperature and pressure, of causing fire through friction, absorption of moisture or spontaneous chemical changes and, when ignited, burns so vigorously and persistently that it creates a hazard.

Regulations that have been referenced are available online at the Nebraska Department of Environment and Energy website: www.ndep.gov.

In order to cease and/or mitigate these violations the Department requests that you provide the following within 30 days of receiving this letter:

1. Provide written confirmation that additional cover has been placed on the waste deposited at the wet weather disposal area in Cell 11A.
2. Provide written confirmation that the leachate recirculation pump has been repaired and is functioning properly.
3. Provide written confirmation that the waste fire has been removed from the wet weather disposal area in Cell 11A.
4. Confirm that the litter around the working face has been removed and disposed.
5. Provide an explanation for the discrepancy between the special waste disposal mapping and actual waste placement. Ensure that the units being measured are consistent with those on the maps where disposal locations are being plotted or are converted to those on the maps.
6. If the bleaching clay from Eco-Energy continues to be a fire hazard, it can potentially be considered a hazardous waste based on the definition of ignitability in Title 128 – Nebraska Hazardous Waste Regulations. As such, it would have to be reported to NDEE per Title 132, Chapter 3, 004.06D.

The Department requests that you voluntarily comply with these corrective measures. These violations may be considered for further enforcement action. We will evaluate your prompt compliance and will consider your efforts to determine if enforcement action is warranted. Enforcement action may include issuance of an administrative order, or referral to the Attorney General for penalties of up to \$10,000 per day per violation, and/or injunctive relief.

Please direct all contacts and any written response to this LNC to:

Brian Gorman

Waste Compliance Section

Nebraska Department of Environment and Energy

PO Box 98922

Lincoln, NE 68509-8922

Telephone: (402) 471-8846

[Faint, illegible text]

Sincerely,



Brad Pracheil, Administrator
Inspection and Compliance Division

Enclosure

NEBRASKA

Good Life. Great Resolutions.

NOV 23 2024

DEPT. OF ENVIRONMENT AND ENERGY

Ms. Jessica Bodfield
G&P Development Inc.
P.O. Box 63
Milford, NE 68405

Re: Municipal Solid Waste Disposal Area – Facility ID No. 45275
Solid Waste Facility Permit No. NE 0203971

Dear Ms. Bodfield:

On October 16, 2024, Nebraska Department of Environment and Energy (NDEE) Waste Compliance Section staff visited your facility to observe operational practices in accordance with Title 132 – Integrated Solid Waste Management Regulations and to evaluate the status of your efforts in meeting the conditions contained within your permit. Non-compliance with the conditions contained in your permit is a violation of the Nebraska Environmental Protection Act, specifically Neb. Rev. Stat. §81-1506 (3) (b).

No violations were identified at the time of the inspection (checklist enclosed). However, two items were discussed during the inspection that require your attention. The first was a phone number missing for UNL on an asbestos waste shipment record from Bockmann, Inc. Be sure they are aware of the requirement to provide this information on each shipment record. The second item was a small amount of litter was noted on the top of the landfill that you said was scheduled to be picked up.

If you have any questions regarding this matter, please feel free to contact Brian Gorman at (402) 471-4210.

Sincerely,

Jeffery L. Edwards

Jeffery L. Edwards, C.L.S.S.E.C.B.
Waste Compliance Section Supervisor
Primary Emergency Support Function (10) Coordinator
Land Management Division

JLE/bwg

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. Dell Inspiron Laptop/windows7

2. Two Broken Air Jacks

3. 2018 Element Computer Monitor

4. LG Window 7 Computer Tower

5. 2016 Dell 5420 Rugged Laptop

6. Oil Storage Unit

Name and address of Purchaser for Item:

1. Ray Forman (Vets)
Name

320 S. 14th, Seward
Address

2. Felhafer's (Scrap Metal)
Name

PO Box 37, Utica
Address

3. Ray Forman (Vets)
Name

320 S. 14th, Seward
Address

4. Ray Forman (Vets)
Name

320 S. 14th, Seward
Address

5. Ray Forman (Vets)
Name

320 S. 14th, Seward
Address

6. Purple Wave
Name

825 Levee Dr., Manhattan, KS
Address

Price Paid for Each Item:

1. \$0 (Donation)

2. \$Scrap Metal (Special Road Fund)

3. \$0 (Donation)

4. \$0 (Donation)

5. \$0 (Donation)

6. \$180 (Special Road Fund)

Roady
Department

[Signature]
Signature of Head

22 June 2026
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:

- | | |
|---|---|
| <p>1. <u>1999 Dodge Pickup ½ Ton</u></p> <p>3. <u>Bridge I-Beams</u></p> <p>5. <u>1991 JD Dozer</u></p> | <p>2. <u>Homemade Trailer</u></p> <p>4. <u>2001 GMC Dump Truck</u></p> <p>6. <u>2008 Dodge Pickup</u></p> |
|---|---|

Name and address of Purchaser for Item:

- | | |
|---|---|
| <p>1. <u>Purple Wave</u>
Name</p> <p>2. <u>Purple Wave</u>
Name</p> <p>3. <u>Purple Wave</u>
Name</p> <p>4. <u>Purple Wave</u>
Name</p> <p>5. <u>Purple Wave</u>
Name</p> <p>6. <u>Purple Wave</u>
Name</p> | <p><u>825 Levee Dr., Manhattan, KS</u>
Address</p> <p><u>825 Levee Dr., Manhattan, KS</u>
Address</p> <p><u>825 Levee Dr., Manhattan, KS</u>
Address</p> <p><u>825 Levee Dr., Manhattan, KS</u>
Address</p> <p><u>825 Levee Dr., Manhattan, KS</u>
Address</p> <p><u>825 Levee Dr., Manhattan, KS</u>
Address</p> |
|---|---|

Price Paid for Each Item:

- | | |
|--|--|
| <p>1. <u>\$1,600 (Special Road Fund)</u></p> <p>3. <u>\$29,600 (Special Road Fund)</u></p> <p>5. <u>\$17,000 (Special Road Fund)</u></p> | <p>2. <u>\$230 (Special Road Fund)</u></p> <p>4. <u>\$4,100 (Special Road Fund)</u></p> <p>6. <u>\$2,350 (Special Road Fund)</u></p> |
|--|--|

Roads
Department

[Signature]
Signature of Head

22 June 2026
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. Allis Chalmers Cab

2. Pull Behind CAT Scraper

3. 2000 CAT Grader 140H

4. _____

5. _____

6. _____

Name and address of Purchaser for Item:

1. Purple Wave
Name

825 Levee Dr., Manhattan, KS
Address

2. Purple Wave
Name

825 Levee Dr., Manhattan, KS
Address

3. Purple Wave
Name

825 Levee Dr., Manhattan, KS
Address

4. _____
Name

Address

5. _____
Name

Address

6. _____
Name

Address

Price Paid for Each Item:

1. \$375 (Special Road Fund)

2. \$10,000 (Special Road Fund)

3. \$51,000 (Inheritance Fund)

4. _____

5. _____

6. _____

Roads
Department

[Signature]
Signature of Head

22 June 2026
Date



Subrecipient Certification of Compliance with Foreign National Vetting Requirements

To: Subrecipient of Fiscal Year 2025 Emergency Management Performance Grant EMK-2025-EP-05003

Subject: Subrecipient Certification of Compliance with Foreign National Vetting Requirements

Name of Jurisdiction Completing this form:

In accordance with the applicable Notices of Funding Opportunity, and the terms and conditions of the Emergency Management Performance Grant (EMPG) our jurisdiction hereby certifies compliance with the foreign national vetting requirements as outlined below:

1. Employment Eligibility Verification:
Our jurisdiction retains completed Form I-9, Employee Eligibility Verification, documentation for all employees whose personnel or fringe costs are charged directly to the federal award, consistent with the Immigration Reform and Control Act of 1986 and 8 C.F.R. Part 274a.

2. No Foreign Nationals (if applicable):
Our jurisdiction certifies that all personnel charged to the subaward are U.S. citizens or nationals and that the vetting requirements related to foreign nationals do not apply. [Strike or indicate as N/A if not applicable]

3. Foreign Nationals Charged to the Award (if applicable):
Our jurisdiction certifies that such individuals have been properly vetted in accordance with federal employment eligibility requirements, and that form I-9 documentation is on file. [Strike or indicate as N/A if not applicable]

4. Documentation and Record Retention:
 - o All vetting records, Form I-9 documentation, short bios, resumes, and other supporting materials referenced in this certification are retained by our jurisdiction in accordance with federal statutes, regulations, award record retention requirements, and applicable laws.
 - o Such documentation will be maintained in a manner consistent with privacy protections and made available to FEMA only upon request during monitoring or audit.
 - o Our jurisdiction maintains organizational leadership and board member information on file and will provide it to the recipient upon request.

Attestation:

I certify that, to the best of my knowledge and belief, the information provided in this certification is accurate and complete. I attest that vetting has been conducted consistent with federal grant requirements, and that subrecipient compliance has been verified.

Authorized Official Information (Subrecipients Only):

Name:	
Title:	
Agency:	
Phone:	
Email:	


Signature: _____ Date: _____
[Authorized Official Signature]



FEMA

Grant Programs Directorate Information Bulletin
No. 568
June 8, 2026

MEMORANDUM FOR: All State Administrative Agency Heads
All State Administrative Agency Points of Contact
All Urban Area Security Initiative Points of Contact
All State Homeland Security Directors
All State Emergency Management Agency Directors
All Eligible Regional Transit Agencies
All Transportation Security Partners
All Port Security Partners
All Tribal Nation Points of Contact

FROM: Erin Hoffman
Senior Official Performing the
Duties of Deputy Administrator
for Resilience 

SUBJECT: ***Policy and Process for Foreign National Vetting in FEMA Non-Disaster Grant Programs***

I. Purpose

This Information Bulletin (IB) explains FEMA's policy and process for foreign national vetting under non-disaster grant programs beginning with Fiscal Year (FY) 2025 Notices of Funding Opportunity (NOFO), consistent with the Immigration Reform and Control Act of 1986, and 2 C.F.R. Part 200 and in accordance with 2 C.F.R. Part 200 and the terms included in applicable FEMA non-disaster NOFOs.

Under this policy, subrecipients are responsible for vetting all personnel charged to the award, and recipients collect and submit subrecipient certifications to FEMA or certify to FEMA that the award has no subrecipients. This IB supersedes any inconsistent prior guidance for FY 2025 non-disaster grant programs.

Guidance templates will be provided for:

- Subrecipient Template Certification of Compliance with Foreign National Vetting Requirements

Policy and Process for Foreign National Vetting in FEMA Non-Disaster Grant Programs

- Recipient Template Certification of Compliance with Foreign National Vetting Requirements

II. Applicability

A. Covered Programs

This IB applies to awards made under the following FEMA non-disaster grant program Notices of Funding Opportunity issued in Fiscal Year 2025 and later (and any future non-disaster program Notice of Funding Opportunity containing a foreign national vetting clause):

- BioWatch
- Building Resilient Infrastructure and Communities (BRIC)
- Community Assistance Program–State Support Services Element (CAP-SSSE)
- Counter-Unmanned Aircraft Systems Grant Program (C-UAS)
- Detention Support Grant Program (DSGP)
- Emergency Food and Shelter Program (EFSP)
- Emergency Management Performance Grant (EMPG)
- FIFA World Cup Grant Program (FWCGP)
- Flood Mitigation Assistance (FMA)
- Flood Mitigation Assistance Swift Current
- Homeland Security Grant Program (HSGP)
- Homeland Security National Training Program – Alliance for System Safety of Unmanned Aircraft Systems through Research Excellence (HSNTP-ASSURE)
- Homeland Security National Training Program – Continuing Training Grants (HSNTP-CTG)
- Homeland Security National Training Program – National Cybersecurity Preparedness Consortium (HSNTP-NCPC)
- Homeland Security National Training Program – National Domestic Preparedness Consortium (HSNTP-NDPC)
- Intercity Bus Security Grant Program (IBSGP)
- Intercity Passenger Rail (IPR)
- National Dam Safety Program (NDSP)
- National Earthquake Hazards Reduction Program – Individual State Earthquake Assistance (NEHRP-ISEA)
- National Earthquake Hazards Reduction Program - Multi-State and National Earthquake Assistance (NEHRP-MSNEA)
- National Incident Management System (NIMS)
- Next Generation Warning System Grant Program (NGWSGP)
- Nonprofit Security Grant Program (NSGP)
- Port Security Grant Program (PSGP)
- Regional Catastrophic Preparedness Grant Program (RCPGP)
- State and Local Cybersecurity Grant Program (SLCGP)
- State Border Security Reinforcement Fund (SBSRF)

Policy and Process for Foreign National Vetting in FEMA Non-Disaster Grant Programs

- State Fire Training Systems Grant (SFT)
- Targeted Violence and Terrorism Prevention (TVTP)
- Tribal Cybersecurity Grant Program (TCGP)
- Tribal Homeland Security Grant Program (THSGP)
- Urban Search and Rescue Response System (US&R)

III. Guidance

A. Authorities

- *Immigration Reform and Control Act of 1986 (IRCA), Pub. L. No. 99-603, 100 Stat. 3359*
- *8 C.F.R. Part 274a (Employment Eligibility Verification)*
- *2 C.F.R. §§ 200.430–200.431 (Compensation – Personal Services and Fringe Benefits)*
- *2 C.F.R. § 200.302 (Financial Management) and § 200.334 (Record Retention)*
- *Applicable FY 2025 (and subsequent) FEMA Non-Disaster NOFOs*

B. Requirements

Starting in FY 2025, FEMA non-disaster NOFOs included explicit requirements for the vetting and documentation of foreign nationals for **subrecipients** planning to charge personnel costs to federal awards.

Non-disaster NOFOs issued starting in FY 2025 state:

“Subapplicants should not have foreign nationals or noncitizens included. If a subapplicant has foreign nationals, they should be properly vetted and should adhere to all government statutes, policies, and procedures including ‘staff American, stay in America’ and security requirements.”

“Subapplicants and subrecipients should submit short bios and resumes. This should include the type of entity, organizational leadership, and board members along with both the names and addresses of the individuals. Resumes are subject to approval.”

C. Policy Requirements

The vetting obligation applies at the **subrecipient level**. Recipients are responsible for ensuring subrecipient compliance and for transmitting subrecipient certifications to FEMA. Key requirements include:

- Subrecipients vet every individual whose salary, wages, or fringe benefits are charged as personnel costs to the subaward, including both new hires and currently employed foreign nationals.

Policy and Process for Foreign National Vetting in FEMA Non-Disaster Grant Programs

- Subrecipients prioritize hiring and retaining American workers for grant-funded activities.
- Subrecipients may charge time and salaries for foreign nationals to the grant once proper vetting is completed and the recipient has satisfied the certification requirements described in this IB.
- Subrecipients apply hiring practices uniformly and consistent with federal anti-discrimination laws.
- Employment eligibility verification relies on completing and retaining Form I-9 for every employee charged to the award.
- If no foreign nationals are funded, the subrecipient submits a certification of compliance to their primary recipient rather than personnel-level documentation.
- Recipients collect subrecipient certifications and submit them to FEMA, or certify to FEMA that the award has no subrecipients.

Note: FEMA does not collect Form I-9, PII, or background investigation materials. Do not send or upload these records into FEMA GO. All such records must be retained locally by the employing entity and provided only upon specific request during monitoring or audit.

D. Definitions

- **Foreign National:** A person without U.S. citizenship or nationality (may include a stateless person). This term is synonymous with “alien” as defined in section 101(a)(3) of the Immigration and Nationality Act (8 U.S.C. 1101(a)(3)).
- **Personnel Costs:** Salaries, wages, and fringe benefits charged to a federal award under 2 C.F.R. §§ 200.430–200.431.
- **Recipient (Primary Recipient):** The non-federal entity that receives a federal award directly from FEMA (e.g., State Administrative Agency) to carry out an activity under a Federal program.
- **Subrecipient:** A non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award.
- **Vetting:** The process of confirming employment eligibility and conducting risk-appropriate review of personnel funded under a federal award.

IV. Submission and Review Process

A. Roles and Responsibilities

- Subrecipients vet all personnel charged to the subaward and complete the Subrecipient Certification (Appendix B), which they submit to the recipient.
- Recipients consolidate subrecipient certifications using the Recipient Certification (Appendix A). Recipients then submit this to FEMA in FEMA GO . If a recipient has no subrecipients, the recipient submits a Recipient Certification to FEMA affirmatively stating that no subrecipients exist under the award.

Policy and Process for Foreign National Vetting in FEMA Non-Disaster Grant Programs

Certifications should be submitted upon award and updated whenever there are changes to grant-funded personnel.

B. Standard Compliance Certification

1. Recipients submit a compliance certification package through FEMA GO.
2. Subrecipients provide the recipient with the information needed to complete the certification.

C. Submission Timing for Recipients

Requirement	Deadline	Submission Method	Notes
Initial Certification	No later than December 31, 2026	FEMA GO upload (initial submission)	Submit as part of post-award documentation. Extended deadline due to date of implementation guidance release
Ongoing Certification	Whenever grant-funded personnel change (e.g., new hires, departures, changes in status)	FEMA GO upload (ad hoc submission)	Update as soon as changes occur

Note: This process applies to recipients. Recipients will need to develop a plan that works for them to collect subrecipient information, if applicable.

D. Submission Steps

1. Each subrecipient completes the Subrecipient Certification (Appendix B) and submits it to the recipient.
2. The recipient consolidates all subrecipient certifications, or documents that no subrecipients exist under the award.
3. The recipient completes the Recipient Certification of Compliance (Appendix A) and confirms that all required reviews have been completed.
4. The recipient uploads the certification package to FEMA GO (<https://go.fema.gov>) as an amendment or supporting document.
5. The recipient responds promptly to any FEMA requests for additional information.

E. FEMA Review and Determinations

- **Acceptance:** Certification is accepted.
- **Request for Additional Information:** Additional information is requested.
- **Denial:** Costs for affected personnel may not be incurred until FEMA issues clearance.

Policy and Process for Foreign National Vetting in FEMA Non-Disaster Grant Programs

Reminder:

Timely submission and updates are required. Recipients are responsible for monitoring subrecipient compliance and maintaining documentation for audit purposes.

B. Consequences for Non-Compliance

Failure to submit the required certification within the specified timeframe, or failure to comply with vetting requirements, may result in any funding holds, corrective action plans, cost disallowances, or other remedies consistent with the award terms and 2 C.F.R. Part 200.

IV. Questions

Questions regarding this IB may be directed to the FEMA Grant Programs Directorate at fema-gpd-grantprograms@fema.dhs.gov or to the assigned FEMA Preparedness Officer of record. Recipients may also consult their FEMA Regional Office.

SUBAWARD
BETWEEN
THE CITY OF LINCOLN, NEBRASKA
AND SEWARD COUNTY
NEBRASKA

This Subaward agreement, including any addenda and attachments, (collectively, "Subaward") is entered into by and between the City of Lincoln, Nebraska, and Seward County, Nebraska (hereinafter "County").

1. **PURPOSE:** The purpose of this Subaward is to support older Nebraskans to remain independent in their own homes and communities with supportive services that meet all the requirements of the Older Americans Act and Title 15 Services Regulations.

This Subaward supports the Interlocal Agreement dated July 1, 2023, for the mutual benefit of the County and the City of Lincoln to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

This Subaward provides funding tied to the Aging Partners Areawide Plan as approved by the State Unit on Aging.

2. **FUNDING:** This Subaward is solely funded with state funds according to Nebraska Revised Statutes § 81-229 through § 81-2235 and Nebraska Regulation Title 15, Chapter 1.
3. **TERM:** This Subaward is in effect from July 1, 2026, through June 30, 2027.
4. **TERMINATION:** This Subaward may be terminated at any time upon mutual written consent, or by either party for any reason upon submission of written notice of the other party at least thirty (30) days prior to the effective date of termination. In the event of termination under this section, the County shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided as approved by the City of Lincoln. The City of Lincoln may also terminate the Subaward to the extent otherwise provided herein.

In the event of any breach or default hereunder by the County during the term of this Subaward in performing the terms and conditions required hereunder, then and upon the happening of such event the City of Lincoln shall give written notice of such breach or default withing thirty days of the date of the breach or default and the County shall immediately surrender to the authorized agent(s) of the City of Lincoln any grant funds advanced or collected and not yet approved or expended on the date of the breach or default.

Termination of the Subaward will also lead to termination of the Interlocal Agreement.

5. **TOTAL SUBAWARD:** City of Lincoln shall pay the County a total amount not to exceed \$88,103 for the activities described in the Project Description below. Of this amount, up to \$10,486 is to assist senior centers in the county with the cost of Older American Act congregate, home-delivered, and to-go meals.
6. **PAYMENT STRUCTURE:**
 - a. Payment shall be structured as follows: City of Lincoln agrees to pay the County actual, reasonable, and necessary expenses, consistent with County's Budget (Attachment 1) and all applicable law. Advanced payments may be made no more than quarterly and are to be used by the County only to cover cost of services in the term of this contract. Advanced payments may be withheld by City of Lincoln if determined that their use is not needed over the next quarter.
 - b. The County will submit financial reports on a quarterly basis by the 15th of the month following quarter end that reconcile the advanced payments with actual costs, except for \$.50 per meal as described in 8c.
 - c. Payment to the County will be processed on a monthly basis to assist senior centers in the county with the cost of Older Americans Act congregate, home-delivered, and to-go meals at a rate of \$.50 (fifty cents) per meal. Payment is based on that month's verified meal count.
7. **BUDGET CHANGES:** County will have the discretion to transfer funds between Individual cost categories, provided the cumulative result of such transfers during the term of this Subaward does not exceed ten percent (10%) of the budget. Any transfers that would cumulatively result in the County exceeding this cap must have prior written approval from the City of Lincoln.
8. **PROJECT DESCRIPTION:**
 - a. The County has agreed to do the following activities: Proactively carry out, under the leadership and direction of the State agency, a wide range of functions related to advocacy, planning, coordination, inter-agency linkages, information sharing, brokering, monitoring and evaluation, designed to lead to the development or enhancement of comprehensive and coordinated community-based systems in, or serving, each community in the planning and service area. These systems shall be designed to assist older persons in leading independent lives in their own homes and communities. All services must be provided consistent with Attachment 2.
 - b. County agrees to use granted funds only for programs that meet the requirements of the Older Americans Act, State of Nebraska regulations and statutes, and the approved Agency Area Plan.
 - c. County agrees to use up to \$10,486 of designated sub-award funds to assist senior centers in the county with the cost of Older American Act congregate, home-delivered, and to-go meals at a rate of \$.50 (fifty cents) per meal. The County is not obligated to reimburse centers with more subaward funds towards meals if they fully use the \$10,486 of designated funds. Services that fall under these funds are required to meet regulations and statutes under the Older American's Act and State of Nebraska

- 9. PROGRAM REQUIREMENTS:** The County agrees to do the following:
- a. Train program staff or contractors related to preparing and reviewing program budgets and maintaining fiscal accountability related to expending state and federal funds.
 - b. Institute and maintain effective internal fiscal controls that comply with guidance issued by the Comptroller General of the United States or the Committee of Sponsoring Organizations.
 - c. Prepare all financial statements in accordance with Generally Accepted Accounting Principles (GAAP).
 - d. The County shall immediately notify City of Lincoln, in writing, if it is not in compliance with the above requirements. During any period of noncompliance, City of Lincoln may withhold 10% from all payments due until the noncompliance is corrected.
 - e. The County must forward a copy of the most current audit completed by an independent auditor in accordance with Generally Accepted Government Auditing Standards (GAGAS). Audit should be sent to Aging Partners, Jill Engel or Kay Wenzl, 600 S. 70 St Bldg 2, Lincoln, NE 68510.

10. INDEPENDENT CONTRACTOR:

- a. The City of Lincoln is interested only in the results produced by this Subaward. County shall perform as an independent contractor and it is expressly understood that the County and County's employees are not an employee of the City of Lincoln and are not entitled to any City employee benefits including, but not limited to, overtime, retirement benefits, worker's compensation, sick leave, or injury leave.
- b. County covenants that it has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Subaward. County further covenants that in the performance of the Subaward no person having any such interest shall be employed or retained by it under this Subaward.

11. INDEMNIFICATION:

- a. To the fullest extent permitted by law the County shall indemnify, defend, and hold harmless the City of Lincoln, its elected officials, officers, employees, agents, consultants, and employees or any of them from and against claims, damages, losses, and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the County, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. Nothing herein shall be construed to be a waiver of sovereign immunity by the City of Lincoln.
- b. The County shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City of Lincoln, which shall not withhold approval

unreasonably. The coverages and minimum levels required by this Subaward are set forth below and shall be in effect for all times that work is being done pursuant to this Subaward. No work pursuant to this Subaward shall begin until all insurance obligations herein are met to the satisfaction of the City of Lincoln, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City of Lincoln prior to execution of the Subaward and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the County's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City of Lincoln as appropriate. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY, with any insurance coverage maintained by City of Lincoln being secondary or excess.

- c. The City of Lincoln shall not be obligated to nor be liable to any party other than the County under this Subaward.

12. INSURANCE; COVERAGE. The County agrees to City's Insurance requirements and shall provide proof of insurance coverage in a form satisfactory to City, which shall not withhold approval unreasonably, with the coverages, minimum limits, and endorsements described in the Contractual Insurance Determination Form attached and incorporated herein.

13. RESERVATION OF RIGHTS:

The City of Lincoln reserves the right to require a higher limit of insurance or additional coverages when the City of Lincoln determines that a higher limit or additional coverage is required to protect the City of Lincoln or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment.

14. FAIR LABOR STANDARDS: County shall maintain Fair Labor Standards in the performance of this Subaward, as required by Chapter 73, Nebraska Reissue Revised Statutes of 1996.

15. FAIR EMPLOYMENT PRACTICES: County shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08 and Section §48-1122, Nebraska Reissue Revised Statutes of 1998.

16. ACCESS TO RECORDS:

- a. County shall provide access for the City of Lincoln, DHHS, or its authorized representative, to any documents, papers, or other records pertinent to this Subaward, in order to make audits, examinations, excerpts, and transcripts. The County shall provide the same access to the Auditor of Public Accounts, or any of its authorized representatives. These rights also include timely and reasonable access to County's personnel for the purpose of interview and discussion related to such documents, papers, or other records. These rights are not limited to the retention periods included herein but continue as long as the records are retained by County.
- b. Unless a longer period is set forth in this Subaward, County shall maintain all financial records, supporting documents, statistical records, and all other records

pertinent to Subaward, for five (5) years from the date of submission of the financial expenditure report or invoice, whichever is later.

- c. In addition to the foregoing retention periods, all records must be retained if any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audits involving the records have been resolved and final action taken.
- d. As required by law, records that fall under the provisions of the Health Insurance Portion and Accountability Act (HIPAA) and all associated rules and regulations, including but not limited to the policies and procedures identified in 45 CFR § 164.316, shall be maintained for six (6) years from the date of their creation or date when the policy or procedures were last in effect.

17. AMENDMENT: The Subaward may be modified only by written amendment executed by both parties. No alteration or variation of the terms of Subaward shall be valid unless made in writing and signed by both parties.

18. ASSIGNMENT: The County shall not assign or transfer any interest, rights, or duties under this Subaward to any person, firm, or corporation without prior written consent of the City of Lincoln. In the absence of such written consent, any assignment or attempt to assign shall constitute material noncompliance with this Subaward.

19. CLOSEOUT AND POST-CLOSEOUT:

- a. *Closeout.* The following closeout procedures apply to this Subaward at the end of the Subaward term:
 - i. County shall follow all invoicing and liquidation requirements contained in the Subaward.
 - ii. County shall immediately return to the City of Lincoln any unobligated balance of cash advanced or shall manage such balance in accordance with City of Lincoln instructions.
- b. *Post-Closeout Adjustments and Continuing Responsibilities.* The closeout of the Subaward does not affect any of the following:
 - i. The right of the City of Lincoln to disallow costs and recover funds on the basis of a later audit or other review. The City of Lincoln shall make any cost disallowance determination and notify County within the record retention period.
 - ii. The obligation of County to return any funds due as a result of later refunds, corrections, or other transactions, including final indirect cost rate adjustments.
 - iii. Records retention as required Section 1 of this Addendum.

20. COMPLIANCE WITH CIVIL RIGHTS AND EQUAL OPPORTUNITY EMPLOYMENT LAWS:

- a. The County shall comply with all applicable local, state and federal laws regarding civil rights, including but not limited to: Title VI of the Civil Rights Act of 1964, 42 U.S.C § 2000(d) et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.; and the Nebraska Fair Employment Practice

Act, Neb. Rev. Stat. § 48-1101 to 48-1125.

- b. Violation of the above statutes and regulations will constitute material non-compliance with the terms of this Subaward and may result in any of the Remedies for Noncompliance listed herein, or any other remedy available under law.
- c. To comply with law, including but not limited to Neb. Rev. Stat. § 48-1122, County shall insert a similar provision to the above, into Subawards and contracts under this Subaward.

21. CONFIDENTIALITY:

- a. Any and all confidential or proprietary information gathered in the performance of the Subaward, either independently or through the City of Lincoln; provided, however, that contrary provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision.
- b. For the purpose of this section, "confidential or proprietary information" means any information subject to any legal requirements governing its use or disclosure. This may include, but not limited to, protected health information as defined by HIPAA.

22. CONFLICTS OF INTEREST: In the performance of this Subaward, County shall avoid all conflicts of interest and all appearances of conflicts of interest. County shall not acquire an interest either directly or indirectly that will conflict in any manner or degree with performance and shall immediately notify the City of Lincoln in writing of any such instances encountered.

23. COSTS:

- a. The County shall only pay for costs that are actual and allowable. A cost is "actual" if it is finalized and spent during the term of this Subaward. A cost is "allowable" if the cost is "necessary", "reasonable" and "allocable" to the Subaward's objectives. For the purpose of this Subaward:
 - i. A cost is necessary if the goods or services are needed to carry out activities of this subaward; and
 - ii. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost; and
 - iii. A cost is allocable if the goods or services involved are chargeable or assignable to the purpose and objectives of the Subaward and statute or appropriation, in accordance with relative benefits received. This is met if the cost is incurred specifically for the Subaward; if it benefits the Subaward and the other work of the County and is assignable in part to the Subaward in accordance with the terms set forth herein.
- b. Prohibited costs include, but are not limited to any lobbying costs, such costs are defined as unallowable in 2 CFR § 200.450; all costs of outside legal counsel or outside legal representation; fund raising and investment management costs, as defined in 2 CFR § 200.442; or any cost incurred for interest on: borrowed capital, temporary use of endowment funds, or the use of the County's own funds. Failure to mention a particular item of cost is not intended to imply that it is either allowable or unallowable; rather, costs should be determined to be allowable as set forth in this section.

- c. All Capital Expenditures exceeding \$5,000 must be pre-approved by the City of Lincoln, in writing, before they are incurred. "Capital Expenditures" shall be defined as set forth in 2 CFR § 200.13. "Capital Assets," as used in 2 CFR § 200.13, shall be defined as set forth in 2 CFR § 200.12.

24. FUNDING OF THE SUBAWARD COSTS:

- a. The City of Lincoln shall advance to the County a quarterly distribution of the Subaward amount.
- b. The County will submit to the City of Lincoln documentation that the funds were used for actual and allowable costs, as described in section 23.a.i, ii, and iii and in conformance with the approved Areawide Plan.
- c. The City of Lincoln must be notified by May 31, 2027, of funds not expected to be spent by year-end.

25. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE: The County certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

26. DOCUMENTS INCORPORATED BY REFERENCE: All references in this Subaward to laws, rules, regulations, guidelines, directives, addenda, and attachments, which set forth standards and procedures to be followed by County in discharging its obligations under Subaward, shall be deemed incorporated by reference and made a part of Subaward with the same force and effect as if set forth in full text herein.

27. DRUG-FREE WORKPLACE: County certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. County shall provide a copy of its drug-free workplace policy at any time upon request by the City of Lincoln.

28. FORCE MAJEURE: Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under Subaward due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute noncompliance with Subaward. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under Subaward which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume the Scope of Work as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend Scope of Work requirements under Subaward.

29. FUNDING AVAILABILITY: The City of Lincoln may terminate the Subaward, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, the City of Lincoln may terminate the Subaward with respect to those payments for the fiscal years for which such funds are not appropriated. The City of Lincoln shall give County written notice thirty (30) day prior to the effective date of any termination. The County shall be entitled to receive just and equitable compensation for any authorized work that has been satisfactorily completed as of the termination date.

30. GOVERNING LAW:

The parties shall comply with all applicable federal, state, and local laws in the performance of this Subaward.

31. REMEDIES FOR NON-COMPLIANCE:

- a. THE CITY OF LINCOLN may, if County fails to comply with state or federal statutes, regulations, or the terms of the Subaward:
 - i. Require additional or more detailed reporting;
 - ii. Conduct additional project monitoring;
 - iii. Require the County to obtain technical or management assistance;
 - iv. Establish additional prior approvals;
 - v. Temporarily withhold any payments pending the correction of the deficiency by County
 - vi. Disallow all or part of the cost of the activity or action not in compliance;
 - vii. Wholly or partly suspend or terminate the Subaward (see also Termination); and
 - viii. Take any other remedy that may be legally available.
- b. If the City of Lincoln imposes items 31.a.vi, 31.a.vii, or 31.a.viii above, the City of Lincoln may withhold future payments or seek repayment to recoup costs paid by the City of Lincoln.
- c. County shall be liable for audit exceptions and shall return to the City of Lincoln all payments made under Subaward for which an exception has been taken or that has been disallowed because of such an exception, upon demand from the City of Lincoln.
- d. Nothing in this provision shall preclude the pursuit of other remedies as allowed by law.

32. SUBAWARDEES OR CONTRACTORS UNDER THIS SUBAWARD:

- a. County shall not subaward or contract any portion of this Subaward without written notice to the City of Lincoln (a budget attached to this Subaward or approved, in writing, by the City shall be considered written notice for this section). The City of Lincoln reserves the right to reject a subawardee or contractor, but such rejection shall not be arbitrary or capricious.
- b. County shall maintain copies of all Subaward agreements, procurement contracts and documentation of its compliance with provisions cited above.
- c. County shall ensure that all contractors and subawardees comply with all requirements of this Subaward and applicable federal, state, county and municipal laws, ordinances, rules, and regulations.

33. SURVIVAL: All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of Subaward, including but not limited to those clauses that specifically state survival, survive the expiration or termination of this Subaward.

34. Foreign Adversary Contracting Prohibition Act Certification: In accordance with the Foreign Adversary Contracting Prohibition Act, LB 1300, Nebraska Legislature (2024), codified under Neb. Rev. Stat. §73-901 to §73-907, a public entity shall require a company that submits a bid, or proposal, or enters into any contract or contract renewal with any public entity, to certify that the company is not a scrutinized company and will not

subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company. As such the Contractor agrees to do one of the following: (A) If the Contractor is providing technology related goods or services under the Act, Contractor agrees to complete and sign a Certification Form as provided by the City certifying that the Contractor is not a scrutinized company and attach it to the Agreement; or (B) If the Contractor is not providing technology related goods or services under the Act, Contractor agrees to complete and sign a Certification Form as provided by the City certifying that the Contractor is not providing such services and is not subject to the Act; or (C) If the Contractor is providing technology related goods under the Act, and Contractor is a scrutinized company that qualifies under Neb. Rev. Stat. §73-906(2) as an exception for the provision of manufactured goods only, Contractor agrees to complete and sign a Certification Form as provided by the City certifying that the contractor is a scrutinized company that meets the exception provided under the Act.

35. NOTICES: Notices shall be in writing and shall be effective upon mailing, unless otherwise specified herein, all notices, reporting requirements, and other communications concerning this Subaward shall be sent to the following individuals and addresses.

FOR THE COUNTY:

Brandy Johnson
Seward County Clerk
529 Seward St, Rm 205
Seward, NE 68434
402-643-2883
bjohnson@sewardcountyne.gov

FOR THE CITY OF LINCOLN:

Randall Jones
City of Lincoln dba Aging Partners
600 S 70th St, Bldg 2
Lincoln, NE 68510
402-441-7070
rsjones@lincoln.ne.gov

Either party may change the individual to be noticed under this section via letter to the other party sent by U.S Mail or email.

36. SIGNATURES: In witness hereof, the parties do hereby execute this Agreement upon completion of signatures on:

County Signature Page
City Signature Page

County Signature Page

AGREEMENT

City of Lincoln

Seward

County

EXECUTION BY SEWARD COUNTY, NEBRASKA

ATTEST:

SEWARD COUNTY

County Clerk

Board of Commissioners Chair

Dated

City of Lincoln Signature Page

AGREEMENT
City of Lincoln
Seward County

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor, City of Lincoln

Approved by Executive Order No. _____

Dated

EXPENSE CATEGORIES		TOTAL
1	Personnel	276,894
2	Travel	2,782
3	Printing & Supplies	29,680
4	Equipment	4,000
5	Building Space	0
6	Communication & Utilities	37,887
7	Other	45,975
8a.	Raw Food	114,946
8b.	Contractual Services	0
9	GROSS COST	512,164
REVENUE CATEGORIES		TOTAL
101	Client Contributions	89,144
102	User Fees	7,740
103	Medicaid	0
104	Title XX	1,546
105	USDA	8,889
106	Donations/Fundraising	80,014
107	Misc. Grants	13,000
108	Foundations	0
109	Other Revenue	0
110	State Other	0
111	Federal Other	0
112	City/Towns	234,911
113	Counties	0
114	Title III-B	0
115	Title III-C(1)	0
116	Title III-C(2)	0
117	Title III-D	0
118	Title III-E	0
119	CASA	76,920
120	CASA ADRC	0
121	SUA Match on OAA Funds	0
122	MAC Return	0
TOTAL REVENUES:		512,164

Seward County Services		
Taxonomy Service Category	Description	Required Data Collection
Home Delivered Meals (OAA)	A meal provided to an OAA qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all the requirements of the Older Americans Act and all applicable laws.	AP Intake HDM Assessment
Home Delivered Meals (Non-OAA)	A meal provided to qualified individual in his/her place of residence.	AP Intake HDM Assessment
Congregate Meals (OAA)	A meal provided by a qualified nutrition project provider to a qualified individual in a congregate or group setting. The meal is served in a program that is administered by SUAs and/or AAAs and meets all the requirements of the Older Americans Act and State/Local laws.	AP Intake
Congregate Meals (Non-OAA)	A meal provided by a qualified nutrition project provider to a qualified individual in a congregate or group setting.	AP Intake
To Go Meals (OAA)	A meal provided to a qualified individual at a senior center or meal site that is not consumed onsite. The meal is served in a program administered by AAA and meets all the requirements of the Older Americans Act and all applicable laws.	AP Intake
Counseling	Services that assist older adults to address issues, concerns, or make decisions. This can include counseling on specific topics like financial issues, Medicare D, housing, health insurance, taxes, etc. Counseling addresses client needs/concerns in one or two meetings with the Counseling staff, and ongoing assistance is not required. It does not include behavior/mental health therapy provided by a Licensed Mental Health Practitioner. It does not include nutrition therapy provided by a Licensed Medical Nutrition Therapist.	AP Intake
Nutrition Education	A targeted program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information that is consistent with the current Dietary Guidelines for Americans and instruction to participants, caregivers, or participants and caregivers, overseen by a dietitian or individual of comparable expertise.	Program Topic, estimated audience size AP Intake
Information & Assistance	A service that: • provides the individuals with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology; • assesses the problems and capacities of the individuals; • links the individuals to the opportunities and services that are available; and • to the maximum extent practicable, ensures that the individuals receive the services needed by the individuals, and are aware of the opportunities available to the individuals, by establishing adequate follow-up procedures.	AP Intake
Health Activities	Health promotion and disease prevention activities that do not meet the ACL/AoA definition for an evidence-based program as defined on ACL's website. Activities may include those specified in the OAA (Section 102(14)).	AP Intake
Social Activities	Provision of activities which foster the social well-being of individuals through social interaction and the satisfying use of leisure time. Activities, such as performing arts, games, and crafts, either as an observer or as a participant, facilitated by a provider.	AP Intake
Outreach	This service covers activities at the provider's location (i.e. senior center) or should be organized/planned by the provider (senior center).	Estimated Audience Size AP Intake
Caregiver Information & Assistance	A service that: • provides the caregiver with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology; • assesses the problems and capacities of the individuals; • links the individuals to the opportunities and services that are available; and • to the maximum extent practicable, ensures that the individuals receive the services needed by the individuals, and are aware of the opportunities available to the individuals, by establishing adequate follow-up procedures	AP Intake
Non-OAA Assisted Transportation	For a Non-OAA eligible person: Services or activities that provide or arrange for the travel, including travel costs, of individuals from one location to another. This service includes escort or other appropriate assistance for a person who has difficulties (physical or cognitive) using regular vehicular transportation. Does not include any other activity.	AP Intake
Health Programs	Activities related to the prevention and mitigation of the effects of chronic disease (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), alcohol and substance abuse reduction, smoking cessation, weight loss and control, stress management, fall prevention, physical activity, and improved nutrition). Activities must meet the ACL/AoA definition for an evidence-based program, as presented on ACL's website.	AP Intake
Technology & Equipment	The provision of goods to an older individual at no cost or at a reduced cost that directly supports the health and independence of the individual with an assessed need. This can include assistive technology, durable medical equipment, and emergency response systems.	AP Intake
Case Management	Provided to an older individual, at the direction of the older individual or a family member of the individual by trained/experienced case manager to assess the needs, and to arrange/ coordinate, and monitor an optimum package of services to meet the needs, of the older individual. Includes services and coordination: comprehensive assessment, service plan development, and coordination and monitoring of service plan delivery.	AP Intake, Assessment, Service Plan

AP Intake must be completed for current clients receiving services on an annual basis.

Contractual Insurance Determination Form

Submitted on 14 May 2026, 2:58PM
Receipt number 390
Related form version 19

Welcome to the Contractual Insurance Determination Form. These questions will help you determine what type(s) of insurance are needed for your specific agreement. Once the questions have been answered, you will receive an email with the required insurance needed for your agreement. The purpose of insurance is to protect the **Owner's** interests during the term of the agreement and, in some cases, after the agreement ends. The insurance is considered part of the agreement and must be followed in full.

Please see the guide for more information and definitions

"**Owner(s)**" refers to any, all, or a combination of the following entities: the City of Lincoln, Nebraska; Lancaster County, Nebraska; the Lincoln-Lancaster County Public Building Commission; and/or the West Haymarket Joint Public Agency. This also includes their elected and appointed officials, officers, employees, agents, contractors, and consultants. The Owner may change the insurance needs which are suggested if needed to serve its best interests. Any such change must be made in writing. A change to one part of the insurance needs does not mean that other parts of the agreement or insurance terms are changed. Any updates or exceptions to the suggested insurance applies only to the specific agreement they were made for. These changes do not set a precedent or signal a broader policy change for other agreements as each agreement is unique. Contractors will be required to provide certificates of Insurance (COIs) as part of the agreement process. When applicable, the Owner(s) must be listed as an additional insured. While insurance endorsements may also be required depending on the type of service or risk involved, we will request them but will not delay agreement execution solely due to the absence of those endorsements. To streamline the process and ensure consistency with Purchasing procedures, we will allow five (5) business days from the time of request for contractors to submit any applicable endorsements. If the required endorsements are received within that timeframe, they will be reviewed and filed. If not, the agreement will proceed as scheduled as long as the COI and the completed Contractual Determination Form has been attached or submitted with the agreement. This approach balances our due diligence in risk management with the need to avoid unnecessary delays in agreement execution.

DEFINITIONS: For purposes of these Requirements, the following definitions apply:

- "**Agreement**" shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
 - "**City**" shall mean the City of Lincoln, NE.
 - "**COI**" shall mean a Certificate of Insurance.
 - "**Contractor**" shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
 - "**County**" shall mean the County of Lancaster, Nebraska.
 - "**Owner(s)**" shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
 - "**PBC**" shall mean the Lincoln-Lancaster County Public Building Commission.
 - "**Site**" shall mean the location the Work is being completed and/or delivered to.
 - "**WHJPA**" shall mean the West Haymarket Joint Public Agency.
 - "**Work**" shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.
-

Please enter your name

Jill Engel

Please enter your email address

jengel@lincoln.ne.gov

Your email address is required to receive the final document that you will submit to Purchasing.

Please select the Owner(s) of this project (1 or more options)

City

What is the name of the Contract/Vendor?

Seward County

Provide a brief discription (scope) of the purpose and main activities covered by this contract.

Summarize what goods, services, or work will be performed.

Provide Older Americans Act services to older adults in the County area.

What are you procuring?

Service - General (this is work performed by a contractor or vendor that is typically labor based, examples include - janitorial, landscaping, building maintenance, printing, equipment repair)

What is the total estimated value of this agreement over its full term, including all renewal options?

\$50,001 - \$100,000

Does the provider have employees?

Do not include independent contractors they may utilize for the contacted services

Yes

Where will the service or construction be located?

In the State of Nebraska, but not on owner's property

This determination will be reviewed by Risk. If there are any additional requirements needed you will be contacted shortly. If you are not contacted, there is no additional insurance required.

Will there be an unmanned arial/aircraft vehicle or system (drone) used?

No

Will the vendor be accessing Owners' data, systems or networks?

Yes

Is this a renewal or a new purchase?

New

What is the data, system, or network that the vendor will need to access?

Outlook, Teams, Senior Stat, SAMS

Please provide the direct email contact information for the vendor

bjohnson@sewardcountyne.gov

What is the business use/justification for this software/software service?

perform data related work activities

This determination will be reviewed by IS. If there are any additional requirements needed you will be contacted shortly. If you are not contacted, there is no additional insurance required.

Is the vendor a tech company? No
Primarily focused on developing, manufacturing, or supporting tech-related products and services - examples include Apple, Google, Information Analytics, Sandhills Global, Oracle

Will any of owner's vehicles be serviced or handled by vendor? No

Will the vendor or their employees operate a licensed motor vehicle for business purposes while performing work? Yes
Examples are delivery of goods, landscaping, snow removal, shuttle service, and using a vehicle for construction or maintenance - this would exclude personal commuting to and from the work site.

Please describe the nature and frequency of driving activities involved attend meetings and work-related activities.

Is there mold, asbestos, fuel, chemicals, spraying, or other hazardous material involved? No

Is there anything unique about this agreement, or anything you would like Risk Management to review or discuss further? No

Contractor shall comply with the following provisions:

If there are no coverages listed here, then there is no insurance required.

GL - Commercial General Liability

AL - Automobile Liability

CYB - Cyber Insurance

QUESTIONS

Still unsure? Contact:

- City of Lincoln Risk Management: 402-441-7082
- Lancaster County Risk Management: 402-441-6510
- Purchasing Division: 402-441-8103

Contractual Insurance Results Guide

This guide is intended to help departments, vendors, and contract managers understand the types of insurance that may be required based on the results of the Contractual Insurance Determination Form. It explains the purpose of each insurance type, when it may apply, and what documentation must be provided.

Human Resources Risk Management Division is responsible for approving insurance requirements and reviewing coverage questions to ensure alignment with Owner(s) standards. If you have questions about insurance obligations or supporting documentation, please contact the appropriate Risk Management for clarification before finalizing the contract.

Who is the Owner?

The term "**Owner(s)**" refers to any, all, or a combination of:

- City of Lincoln, Nebraska
- Lancaster County, Nebraska
- Lincoln-Lancaster County Public Building Commission (PBC)
- West Haymarket Joint Public Agency (WHJPA)

This also includes their elected and appointed officials, officers, employees, agents, contractors, and consultants.

What is City/County Property and/or City/County Worksite?

"**City/County Property**" is defined as any premises under the care and control of the City and/or County to include, but is not limited to, owned or leased property or property contracted to be managed by the City and/or County, and common areas including, but not limited to public sidewalks, approach sidewalks, steps, verandas, parking lots, vestibules, interior hallways and atriums under the City's and/or County's ownership or control.

"**City/County Worksite**" is any location to which a contractor has been dispatched or posted to perform responsibilities on behalf of the City and/or County. This location shall be considered a premises under the care and control of the City and/or County.

📄 Certificate of Insurance (COI) and Insurance Determination Form Requirements

If your results include General Liability (GL), Auto Liability (AL), or Workers' Compensation (WC), you **must**:

- List the appropriate **Owner(s)** as an **Additional Insured**
- Use this address on the COI:

555 S. 10th St., Lincoln, NE 68508

Certificates of Insurance (COIs) are required for all applicable agreements and must be submitted as part of the agreement review process. Likewise, completion of the Contractual Insurance Determination Form is required for all agreements. Agreements will not proceed without both items attached to the agreement. Agreements related to software must be vetted and approved by Information Services.

Endorsements or waivers may also be requested based on the insurance determination results. To avoid unnecessary delays, if endorsements are not received within five (5) business days of the date it is received by the Law Department, the agreement will proceed as scheduled, provided the required COI has the endorsement(s) listed within the Accord form as outlined by the Contractual Determination Form.

📄 Limitation of Liability Guidance

Limitation of liability clauses do not have a standard dollar amount cap. The general guideline is three (3) times the agreements total fees and expenses when negotiating terms. Risk Management must be consulted for any agreements with less than three (3) times the total fees and expenses to ensure the limitation adequately protects the Owner(s) and aligns with the risk exposure involved.

Insurance Code Guide

Here's a quick breakdown of the types of insurance that may appear in your results:

Code	Insurance Type	When It's Needed
GL	Commercial General Liability	Nearly all projects and services.
AL	Auto Liability	If driving licensed vehicle(s) for work product (excluding commuting)
WC	Workers' Compensation	If the vendor is doing work on Owner's property and has employees
PL	Professional Liability or Errors and Omissions	For professionals (architects, engineers, accountants, etc.) or other specialized services (they will have Professional Liability or Errors and Omissions depending on their industry)
TECH	Technology Errors & Omissions	A tech company is developing or providing tech services or software
CYB	Cyber Liability	If accessing Owner's systems or data
POL	Pollution/Environmental Liability or Pesticide/Herbicide Endorsement	If hazardous materials, mold, asbestos, fuel, spraying involved
BR	Builder's Risk or Builders Risk and Installation Floater Form	New construction to a building or other structure over \$250,000
GAR	Garage Liability	If servicing or handling vehicle(s) for the Owner
UAS	Unmanned Aircraft System Liability	If using a drone(s) as part of services
RI	Renters Insurance	If renting a space from the Owner(s)

Insurance Requirements and Contractor Compliance

Insurance; Coverage Information:

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these insurance requirements and must provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these insurance requirements, including maintaining all coverages required by these insurance requirements, at all times the work is being done pursuant to the agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Deductibles/Retentions: Deductibles/retentions above \$100,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the agreement if a formal bid or RFP is not issued. Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

Self-Insurance: In the event Contractor is self-insured for any insurance coverages required in this agreement, Contractor is required to complete a self-insured certification. If Contractor is self-insured for workers compensation, Contractor shall provide Owner a copy of Nebraska certificate of self-insurance for workers' compensation.

Certificates: The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein before being permitted to begin the work pursuant to this agreement.

GL - Commercial General Liability: The Contractor shall have, maintain, and provide proof of commercial general liability insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
- C. **Coverage:** Coverage shall include premises-operations, products/completed operations, contractual, broad form property damage, and personal and advertising injury. The required insurance must include coverages for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, must include but not be limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a cross-liability/separation of insureds clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's commercial general liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** The Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

AL - Automobile Liability: The Contractor shall have, maintain, and provide proof of automobile liability insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto liability shall not be subject to an aggregate.
- C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including owned, leased, hired and non-owned.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's automobile liability policy.

- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:**
The Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

WC - Workers' Compensation; Employers' Liability: Workers' compensation coverage is required under state statute for Contractors with W2 employees and agreements must contain a clause clearly stipulating with state statute. If the Contractor will have employees working at an Owner(s) worksite or on Owner(s) property, proof of workers' compensation coverage is required. Risk Management will review unique situations, such as sole proprietors or off-site work to determine the required proof of insurance.

- A. **Limits:** Workers' compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where work may be performed. Employer's liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
- B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:**
The Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its workers' compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
- C. Sole proprietors and certain entities may be exempt from these requirements by state law, and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption.
- D. The Contractor will not hire/engage any employees or independent contractors without procuring a workers compensation policy and providing proof to the Owner.

PL - Professional Liability or Errors and Omissions: The Contractor shall have, maintain, and provide proof of errors and omissions or professional liability insurance.

- A. **Basis:** Claims-made unless available as occurrence basis coverage. Claims-made must have a retrospective date be the earlier of the date of this agreement or prior to work commencing.
- B. **Limits:** Not less than \$1,000,000 each claim and \$1,000,000 in the aggregate.

- C. **Coverage:** Coverage shall include Owner and third-party bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death, and property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed because of pollution conditions, including asbestos, lead, and mold, arising from Contractor's operations and completed operations. Coverage shall include defense expenses including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- D. **Tail Coverage:** Coverage shall be maintained for a minimum of two (2) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) completion of the work. In the event the policy is not renewed, Contractor shall arrange for a two (2) year extended reporting period provision.

TECH - Technology Errors & Omissions: The Contractor shall have, maintain, and provide proof of technology errors and omissions liability insurance.

- A. **Basis:** Claims-made basis with a date retroactive to the earlier of the date of this agreement or work commencing.
- B. **Limits:** Not less than \$2,000,000 each claim and \$2,000,000 in the aggregate.
- C. **Coverage:** Coverage shall include network security/data protection/cyber liability insurance, covering liabilities for financial loss resulting or arising from acts, errors, or omissions in rendering technology/professional services to the Owner or in connection with the specific services described in violation or infringement of any right of privacy, including: breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended; data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential information in whatever form, transmission of a computer virus or other type of malicious code, and participation in a denial of service attack on third party computer systems; loss or denial of service; no cyber terrorism exclusion
- D. **Tail Coverage:** Coverage shall be maintained for a minimum of two (2) years after the latest of the: a) final payment; b) agreement expiration; c) agreement

termination or d) completion of the Work. In the event the policy is not renewed, Contractor shall arrange for a two (2) year extended reporting period provision.

- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:**
The Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

CYB - Cyber Insurance: The Contractor shall have, maintain, and provide proof of cyber liability insurance.

- A. **Basis:** Claims-made basis with a retrospective date the earlier of the date of this Agreement or prior to work commencing.
- B. **Limits:** Not less than \$2,000,000 per claim and \$2,000,000 in the aggregate.
- C. **Coverage:** Coverage shall include coverage for unauthorized access, data security and privacy breach, notification costs and regulatory defense, including costs of investigating a potential or actual breach or potential extortion or ransomware claims.
- D. **Tail Coverage:** Coverage shall be maintained for a minimum of two (2) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) completion of the work. In the event the policy is not renewed, Contractor shall arrange for a two (2) year extended reporting period provision.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:**
The Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

POL - Pollution/Environmental Liability: The Contractor shall have, maintain, and provide proof of pollution/environmental liability insurance.

When is this required?

This coverage is typically required when the work involves the handling, removal, or potential release of hazardous substances or pollutants.

Examples of applicable work:

- Environmental remediation, waste hauling, or site decontamination
- Abatement of asbestos, lead, or mold
- Excavation, boring, or demolition in contaminated areas
- Underground storage tank removal or service
- Application of pesticides, herbicides, or other chemicals

Pollution Liability Policy Requirements

Required when pollution risks are substantial or ongoing.

- A. **Basis:** Occurrence or Claims-made. The Owner prefers the coverage to be on an Occurrence basis. If coverage is claims-made, the retrospective date must be the earlier of the date of this agreement or prior to work commencing.
- B. **Limits:** Not less than \$2,000,000 per claim and \$2,000,000 in the aggregate.
- C. **Coverage:** Coverage shall include Owner and third-party bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death, and property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed because of pollution conditions, including asbestos, lead, and mold, arising from Contractor's operations and completed operations. Coverage shall include defense expenses including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- D. **Tail Coverage:** Coverage shall be maintained for at least four (4) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) substantial completion. Contractor shall furnish Owner evidence of continuation of such insurance for the four (4) years. In the event the policy is not renewed, Contractor shall arrange for a four (4) year extended reporting period provision.
- E. **Additional Insured Endorsement Form:** The Contractor shall name Owner as additional insured on the pollution/environmental policy.
- F. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** The Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

Or if spraying only:

Pollution for Pesticide or Herbicide Applicators by Endorsement: For Contractors whose only pollution exposure involves spraying of pesticides or herbicides, limited pollution coverage may be satisfied through ISO endorsements to their commercial general liability policy. Contractor shall have, maintain, and provide proof of pollution coverage by ISO endorsements to their commercial general liability coverage.

- A. **Limits:** Not less than \$50,000 per occurrence and \$100,000 in the aggregate.

- B. **Endorsement(s)**: Such endorsements include pesticide or herbicide applicator (CG2264) and/or lawn care services (CG2293) or equivalent and as deemed acceptable to Owner.

BR - Builder's Risk Insurance or Builders Risk and Installation Floater Form: The Contractor shall have, maintain, and provide proof of builder's risk insurance.

- A. **Limits**: Not less than full insurable replacement cost value of the entire work. Further, off-site storage and transit limits shall be in amounts not less than amounts required to fully replace the property for any such potential loss in a timely manner. Soft costs, extra expense and building and ordinance limits shall be sufficient to bear all reasonable costs properly attributable thereto.
- B. **Coverage**: Coverage shall be written on an "all risk" peril basis, insuring against physical loss or damage, including, but not limited to fire, theft, vandalism, malicious mischief, flood and earth movement/earthquake. Contractor's or Subcontractor's tools, materials, equipment, that are not intended to become a part of the work, will not be insured by this policy. Contractor shall be financially responsible for any deductible applied to loss.
- C. **Additional Insured Endorsement Form**: This insurance shall include the Owner, the Contractor, Subcontractors (all tiers), in the work as their interests may appear.
- D. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form**: The Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner, Contractor and Subcontractors (all tiers).

GAR - Garage Liability: The Contractor shall have, maintain, and provide proof of garage liability coverage.

- A. **Basis**: Occurrence basis.
- B. **Limits**: Not less than \$1,000,000 combined single limit (CSL) each accident – auto only; \$1,000,000 CSL each accident for garage operations – other than auto and \$2,000,000 aggregate for garage operations – other than auto. The liability limit for auto only shall not be subject to an aggregate.
- C. **Coverage**: Coverage shall include the ownership, maintenance or use of any auto, whether owned, non-owned, hired or otherwise used in the garage operations. Coverage shall also include coverage for garage operations – other than auto and provide coverages generally provided in the commercial general liability insurance.

- D. **Additional Insured Endorsement Form**: The Contractor shall name the Owner as additional insured on Contractor's garage liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form**: The Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

UAS - Unmanned Aircraft System Liability: The Contractor shall have, maintain, and provide proof of aircraft liability insurance.

- A. **Basis**: Occurrence basis.
- B. **Limits**: Not less than \$1,000,000 each occurrence.
- C. **Coverage**: Coverage shall include any unmanned aircraft(s).

RI - Renters Insurance: The tenant shall have, maintain, and provide proof of renters insurance or the equivalent liability, property and business interruption coverages.

- A. **Basis**: Occurrence basis.
- B. **Limits**:
 - Liability not less than \$1,000,000 combined single limit each occurrence; \$2,000,000 general aggregate.
 - Property not less than the replacement cost of the tenant's business and/or personal property located on or in Owner(s) property.
 - Business Interruption as appropriate to the tenant.
- C. **Coverage**: Coverage shall include liability for the premises and operations of the tenant, personal or business property of the tenant, and business income or interruption or the equivalent coverage.
- D. **Additional Insured Endorsement Form**: The tenant shall name the Owner as additional insured on policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form**: The tenant shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

Subcontractors: The Contractor shall ensure that all tiers of Contractor's Subcontractors comply with insurance requirements identical to the insurance requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's Subcontractors.

Cancellation/Renewal Notice: Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this agreement.

Owner's Option: Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

Umbrella or Excess Liability: The Contractor may use an umbrella, excess liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the commercial general liability, auto liability and employer's liability. If the Contractor is required to have, maintain and provide proof of garage liability, the umbrella/excess liability shall also be excess of garage liability.

Minimum Rating - Insurer: All insurance coverages are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than "A- VIII", unless Owner has expressly approved in writing.

Reservation of Rights: The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

Sovereign Immunity: Nothing contained in this clause or other clauses of this agreement shall be construed to waive the sovereign immunity of the Owner.

No Waiver by Owner: Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein. Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

Claims-made Tail Coverage: Any liability insurance arranged on a claims-made basis, will require an extended reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of extended reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of extended reporting coverage, provided the retroactive date is on or before the effective date of this agreement and there is no prior or pending date added to the policy after the inception of this agreement.

Have Questions?

Still unsure? Contact:

- **City of Lincoln Risk Management:** 402-441-7082
 - **Lancaster County Risk Management:** 402-441-6510
 - **Purchasing Division:** 402-441-8103
-

**RESOLUTION # _____ OF THE
SEWARD COUNTY BOARD OF COMMISSIONERS**

WHEREAS, the budget of the Seward County Public Defender was set at \$405,000.00 for the 2025-2026 fiscal year, and

WHEREAS, the budget of Seward County Elections was set at \$114,610.00 for the 2025-2026 fiscal year, and

WHEREAS, the budget of Seward County Buildings & Grounds was set at \$596,797.00 for the 2025-2026 fiscal year, and

WHEREAS, the budget of the Seward County Highway Superintendent was set at \$148,477.00 for the 2025-2026 fiscal year, and

WHEREAS, necessary expenditures of said offices are going to result in the expending over that amount, and

WHEREAS, an emergency exists requiring that said budget be expanded as provided by law, and

WHEREAS, said additional funds to be applied to said budget must be appropriated from a General Fund Budget of Seward County, Nebraska.

NOW, THEREFORE BE IT RESOLVED: that the budget of the Seward County Public Defender is increased in the amount of \$63,000.00 for the 2025-2026 fiscal year, resulting in an amended budget of \$468,000.00 AND

NOW, THEREFORE BE IT RESOLVED: that the budget of Seward County Elections is increased in the amount of \$888.00 for the 2025-2026 fiscal year, resulting in an amended budget of \$115,498.00 AND

NOW, THEREFORE BE IT RESOLVED: that the budget of Seward County Buildings & Grounds is increased in the amount of \$19,739.00 for the 2025-2026 fiscal year, resulting in an amended budget of \$616,536.00 AND

NOW, THEREFORE BE IT RESOLVED: that the budget of the Seward County Highway Superintendent is increased in the amount of \$136.00 for the 2025-2026 fiscal year, resulting in an amended budget of \$148,613.00 AND

FURTHERMORE, BE IT RESOLVED: that the sum of \$63,000.00 which has been added to the budget of the Seward County Public Defender and \$888.00 which has been added to the budget of Seward County Elections and \$19,739.00 which has been added to the budget of Seward County Buildings & Grounds and \$136.00 which has been added to the budget of the Seward County Highway Superintendent for the 2025-2026 fiscal year shall be appropriated from the Miscellaneous General Budget.

Dated this 23rd day of June 2026.

MOTION BY: _____

SECONDED BY: _____

VOTING AYE

VOTING NAY

ATTEST: _____
Brandy Johnson
Seward County Clerk



SEWARD COUNTY
PLAT SUBDIVISION APPLICATION

Date 5-20-2026 Plat Application Number 10-2026

Owner/Applicant Joyce Wusk PR for Robert Finke

Address 304 N Ok St. Wilber

Telephone 402-821-2240 E-mail joyce.wusk@gmail.com

Owner 2/Applicant _____

Address _____

Telephone _____ E-mail _____

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

Legal description of requested subdivision: Parcel ID 800005864 Total acres 89.05

of acres to be divided 5.00 Precinct J Section 36

Township 10 Range 3 Quarter _____ Zoning District TA

In Water Conservation Yes No

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

Receipt # 1141

Joyce A Wusk P.R.
Applicant 1

5-20-26
Date

Applicant 2 _____

_____ Date

Official Use

Taxes paid in full Yes No

Sherry Larson
Seward County Treasurer Office

Planning Commission Recommendation Approve

Donna Hansen
Planning Commission Chair

6/15/26
Date

Finke Addition

Located in Precinct J, in the NW ¼ of Section 36, Township 10N, Range 3E.

Quarter section zoned TA-1

Joyce Wusk and Lawrence Finke personal representatives for Robert Finke has requested a Short Form Plat. The

intention of this application is to separate 5.74 acres from the existing 89.05 acres. This Short Form Plat meets the requirements for Seward County.

This parcel is not in the Water Conservation District.

This parcel does have floodplain concerns.

Taxes are paid in full as of May 20, 2026.

Planning Commission recommended approval with a vote of 9 for 0 against.

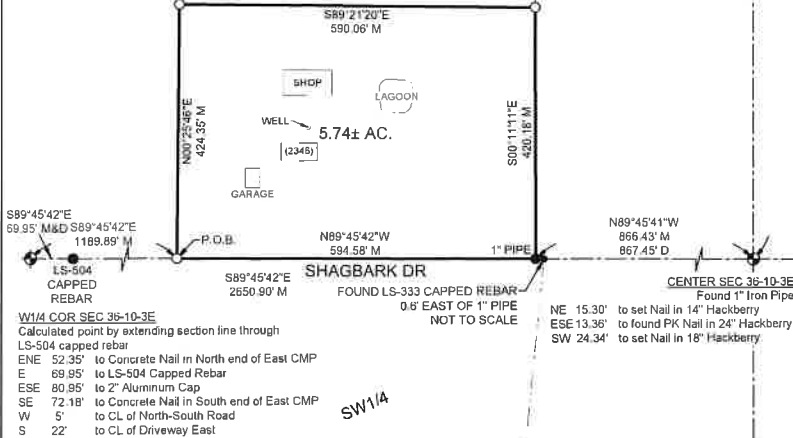
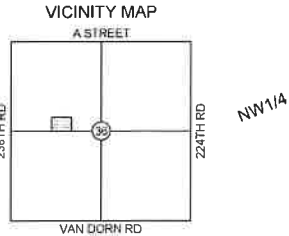
FINKE ADDITION

A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 10 NORTH, RANGE 3 EAST OF THE 6TH P.M., SEWARD COUNTY, NEBRASKA
SHORT FORM PLAT



LEGEND

- = FD, MONUMENT AS NOTED
- ⊕ = SECTION CORNER AS NOTED IN TIES
- △ = CALCULATED POINT
- = SET 5/8"x24" REBAR W/ 867 PLASTIC CAP
- M = MEASURED DISTANCE
- D = DEED DISTANCE



N1/4 COR SEC 36-10-3E
Found 1" Iron Pipe 2.7' Deep
NE 45.77' to 5/8" Rebar
SE 50.13' to Nail in top of Fence Post
SSW 46.04' to Nail in Gate Post

S89°45'42"E
859.25' M&D

PROPERTY DESCRIBED
IN DEED RECORD
BOOK 74, PAGE 345
(NOT A PART OF PLAT)

S00°03'51"E
1323.00' M&D

S00°03'51"E
1323.00' M&D

S00°11'11"E
420.18' M

NE 15.30' to set Nail in 14" Hackberry
ESE 13.36' to found PK Nail in 24" Hackberry
SW 24.34' to set Nail in 18" Hackberry

LEGAL DESCRIPTION

A 5.74 acre tract of land located in the Northwest Quarter of Section 36, Township 10 North, Range 3 East of the 6th P.M., Seward County, Nebraska, and more particularly described as follows:

Referring to the Southwest corner of the Northwest Quarter of said Section 36; thence in an Easterly direction on the South line of the Northwest Quarter of said Section 36 an assumed bearing of S89°45'42"E, for a distance of 1189.89 feet to the POINT OF BEGINNING; thence N00°25'46"E, for a distance of 424.35 feet; thence S89°21'20"E, for a distance of 590.06 feet to a point on the West line of the property described in Deed Record Book 74, Page 345; thence S00°11'11"E on the West line of the property described in Deed Record Book 74, Page 345, for a distance of 420.18 feet to a point on the South line of the Northwest Quarter of said Section 36; thence N89°45'42"W on the South line of the Northwest Quarter of said Section 36, for a distance of 594.58 feet to the POINT OF BEGINNING and containing a calculated area of 5.74 acres more or less.

OWNER'S CERTIFICATION

I the undersigned, Joyce Ann Wusk and Lawrence Eugene Finke, co-personal representatives of decedent, Robert Alan Finke, owner of the real estate shown and described herein, do hereby certify that I have laid out, platted, and subdivided, said real estate in accordance with this plat.

This subdivision shall be known and designated as "Finke Addition", a part of the Northwest Quarter of Section 36, Township 10 North, Range 3 East of the 6th P.M., Seward County, Nebraska.

Clear title to the land in this plat guaranteed.

Witness my Hand this _____ day of _____, 2026

Joyce Ann Wusk
Co-personal Representative

Witness my Hand this _____ day of _____, 2026

Lawrence Eugene Finke
Co-personal Representative

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska
S.S.
County of Seward

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Joyce Ann Wusk and Lawrence Eugene Finke, co-personal representatives of decedent, Robert Alan Finke, personally known to me or proved to me on the basis of satisfactory evidence, and they acknowledge the execution of the foregoing instrument as their voluntary act and deed, for the purposes therein expressed.

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

Notary Public

SURVEYOR'S CERTIFICATION

I, Walker Reed Johnson, Nebraska Licensed Land Surveyor No. 867, duly licensed under the Land Surveyor's Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat of "Finke Addition"; that said plat is a true delineation of said survey performed personally; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct, and in accordance with the Land Surveyors Regulation Act in effect at the time of this survey. All dimensions in feet and decimals of a foot.

Signed this _____ day of _____, 2026

Walker Reed Johnson LS-867

APPROVAL OF THE SEWARD COUNTY PLANNING COMMISSION

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

Signed this _____ day of _____, 2026

Chair, Planning Commission

APPROVAL OF THE COUNTY BOARD OF COMMISSIONERS

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

Signed this _____ day of _____, 2026

Chair, County Board of Commissioners

REGISTER OF DEEDS CERTIFICATE

State of Nebraska
S.S.
County of Seward

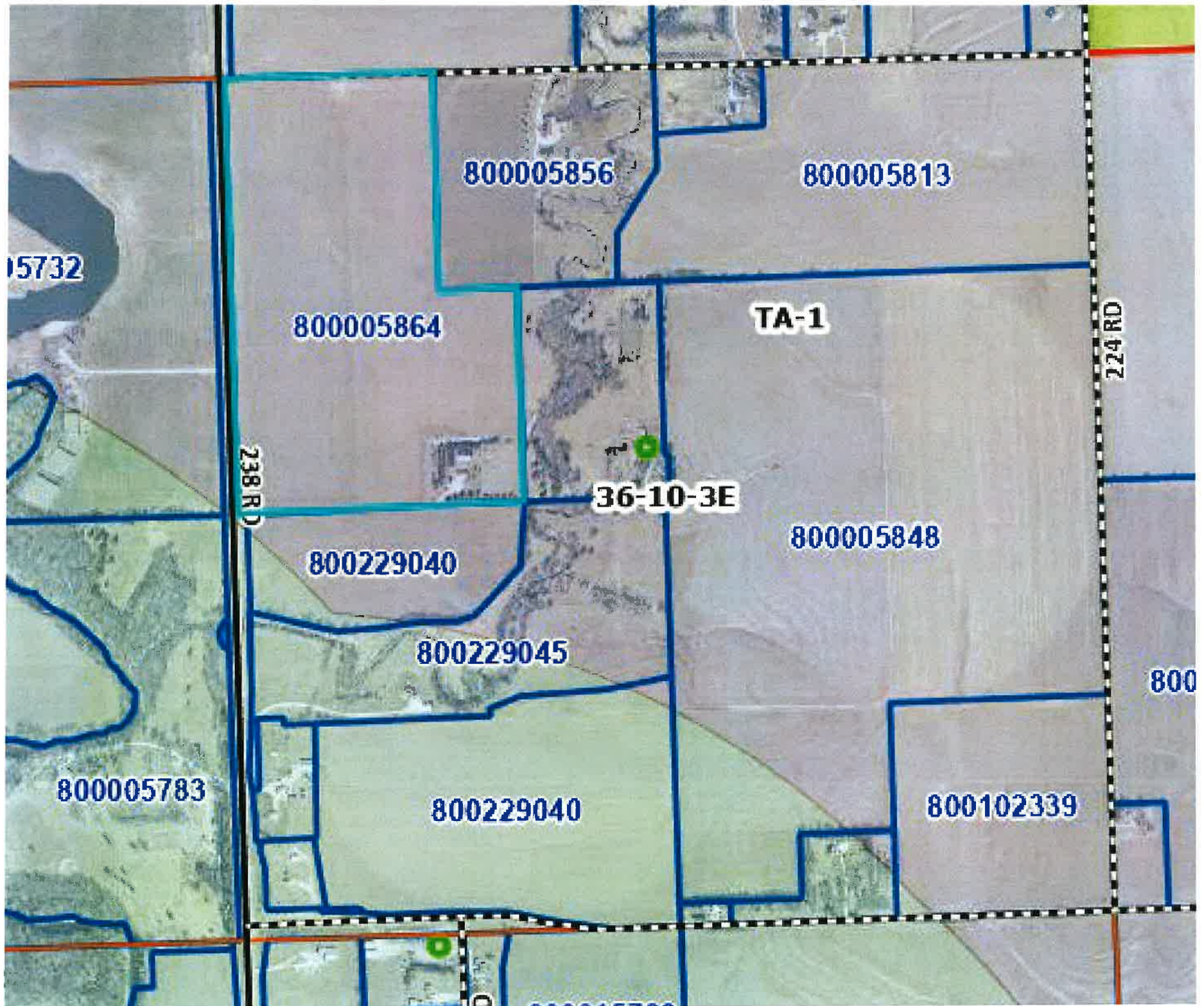
This is to certify that this instrument was filed for record in the register of deeds office.

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

Instrument No. _____ Register of Deeds



ALLIED SURVEYING AND MAPPING
8535 Executive Woods Drive - Suite 200 - Lincoln, Nebraska 68512
Phone (402) 434-2886
Project No. 2026-0067



05732

800005856

800005813

800005864

TA-1

224 RD

238 RD

36-10-3E

800229040

800005848

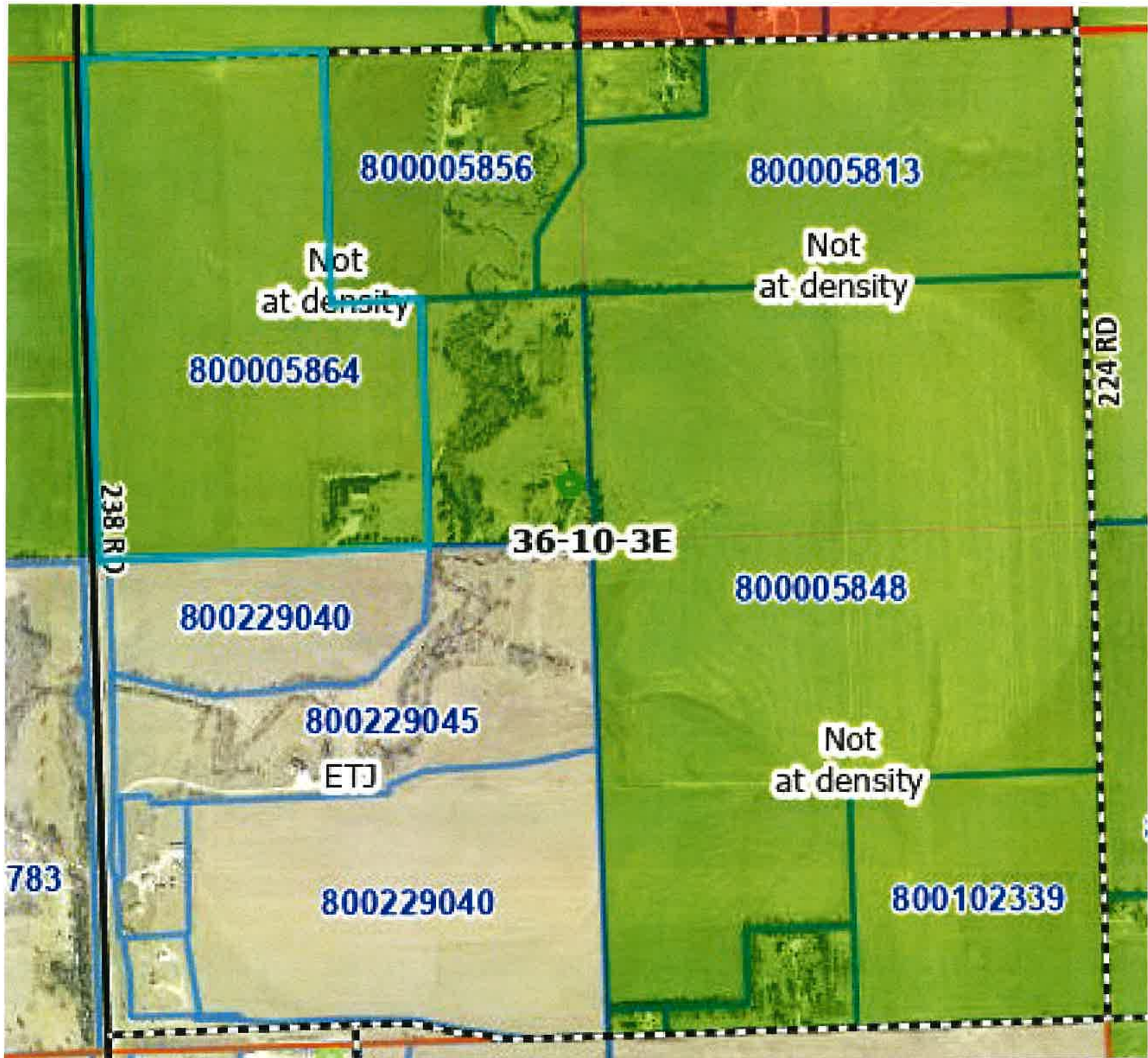
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Not
at density

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36-10-3E

800005864



RESOLUTION NO _____ OF THE SEWARD COUNTY BOARD OF COMMISSIONERS

WHEREAS Joyce Wusk & Lawrence Finke Personal representatives for Robert Finke own approximately 89.05 acres of land and have applied for a Short Form Plat to separate 5.74 acres, and described it as a tract of land in the Northwest Quarter of, Section 36, Township 10N, Range 3 East of the 6th P.M, Seward County, Nebraska, and

WHEREAS the Short Form Plat shall be called Finke Addition and

WHEREAS The Seward County Planning Commission held a meeting on June 15, 2026 to consider the Short Form Plat, and

WHEREAS, the Planning Commission recommended approval of the Finke Addition, with a vote of 9 For, 0 Against, 0 abstained and 0 Absent Not Voting, and

WHEREAS ___ No one appeared to oppose the subdivision.

___ Individuals appeared to oppose the subdivision

___ No one appeared to support the subdivision

___ Individuals appeared to support the subdivision.

___ Individuals appeared without commitment, and

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

MOTION BY: _____

SECONDED BY: _____

ROLL CALL

AYES: _____ NAYS: _____

Chairman, Board of Commissioners

Chairman, Board of Commissioners

June 23, 2026

ATTEST: _____

Brandy Johnson, Seward County Clerk



SEWARD COUNTY
APPLICATION FOR CONDITIONAL USE PERMIT

Zoning Permit # CUP-01-2026

- 1. Name of Applicant Prestige Parts LLC (Vialiy Martynyuk)
2. Address & Telephone Number 2201 Superior Road Seward, NE 68434
3. Legal Description of where the Conditional Use will be located; Parcel ID 800098633 split 800233450
Precinct I Section 7 Township 10
Range 4 Quarter NW Zoning District A-1
4. Conditional Use & Reason for Request Auto Parts/ Salvage
5. Lot Coverage Sq ft
6. Is this use authorized as a conditional use in the zone (refer to use Matrix)? X Yes No
A site plan to scale must accompany this application, showing dimensions of lot, existing buildings and other information pertaining to this conditional use.
If needed an agreed upon haul route must be agreed upon between the applicant and the Seward County Roads Superintendent. The roads department can be contacted at 402-643-643-3170.

THE ABOVE STATEMENTS AND ACCOMPANYING MATERIAL ARE COMPLETE AND ACCURATE.

Applicant [Signature]

Date 5-5-26

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

A FEE OF \$800.00 MUST ACCOMPANY THIS APPLICATIONS

Action of the Planning Commission

Date legal notice was published May 13, 2026 Date of Hearing May 18, 2026 7pm
Board's Recommendation: Approved Denied
Request Approved Conditionally
Reasons Governing Recommendation

Action of the Board of Commissioners

Date legal notice was published May 20, 2026 Date of Hearing May 26, 2026 9:30 AM
Board's Decision: Approved Denied
Request Approved Conditionally
Reasons Governing Decision

Resolution Number

Revised



SEWARD COUNTY APPLICATION FOR CONDITIONAL USE PERMIT

Zoning Permit # CUP-01-2026

- 1. Name of Applicant Prestige Parts LLC (Vitaliy Martynyuk)
2. Address & Telephone Number 2201 Superior Road Seward, NE 68434 402 570 5534
3. Legal Description of where the Conditional Use will be located; Parcel ID 800098633 split 800233450
Precinct I Section 7 Township 10
Range 4 Quarter NW Zoning District A-1
4. Conditional Use & Reason for Request Auto Parts/ Salvage
5. Lot Coverage 176,618 Sq ft
6. Is this use authorized as a conditional use in the zone (refer to use Matrix)? X Yes No
A site plan to scale must accompany this application, showing dimensions of lot, existing buildings and other information pertaining to this conditional use.
If needed an agreed upon haul route must be agreed upon between the applicant and the Seward County Roads Superintendent. The roads department can be contacted at 402-643-643-3170.

THE ABOVE STATEMENTS AND ACCOMPANYING MATERIAL ARE COMPLETE AND ACCURATE.

Applicant [Signature]

Date 5-5-26

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

A FEE OF \$800.00 MUST ACCOMPANY THIS APPLICATIONS

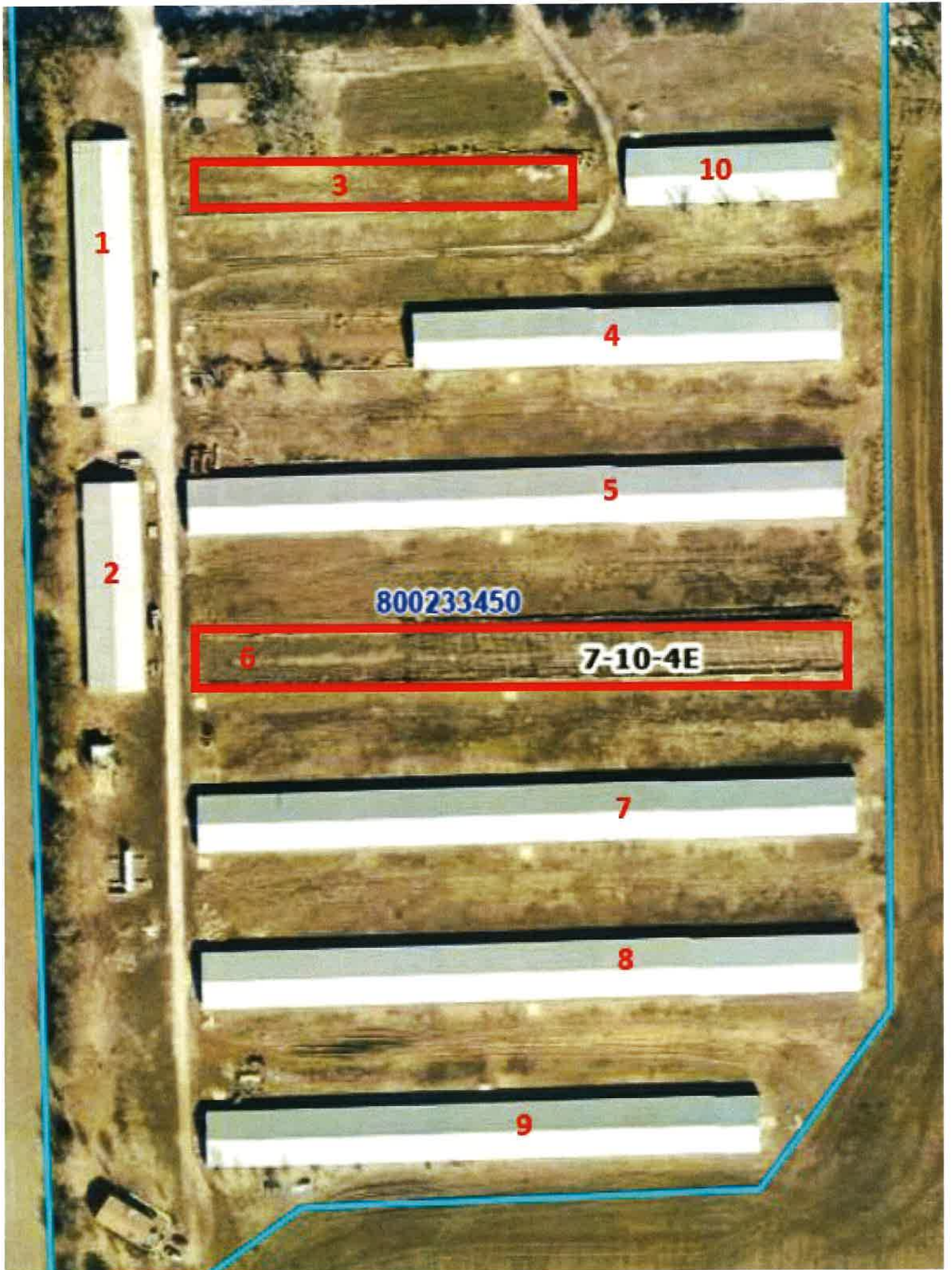
Action of the Planning Commission

Date legal notice was published May 13, 2026 Date of Hearing May 18, 2026 7pm
Board's Recommendation: Approved Denied X 6-15-26
Request Approved Conditionally
Reasons Governing Recommendation

Action of the Board of Commissioners

Date legal notice was published June 17, 2026 Date of Hearing June 23, 2026 9:30AM
Board's Decision: Approved Denied
Request Approved Conditionally
Reasons Governing Decision

Resolution Number



1

3

10

4

2

5

800233450

6

7-10-4E

7

8

9

Site Plan for the 22.03 acres

Building 1- Previous tenants have items stored there. They are working on removing items.

Building 2- Previous tenants have items stored there. They are working on removing items

Location 3- Parking pad.

Building 4- Cars-bunch of parts. Previous tenants to clean up.

Building 5- Autocraft has numerous items stored inside

Location 6- Gravel lot, 5-6 cars

Building 7-Currently empty, no plans of putting anything in this location

Building 8 Where work will be done

Building 9 Where work will be done-Almost empty

Building 10- Previous tenants have items stored there. They are working on removing items.
Has removed 7 trucks.

Home 1- Will possibly become an office space in future. Applicant has replaced some of the windows in the home.

Home 2- No plans on what to do with it as of now.

Building sizes- Building 8 & 9 will be used for the business.

Home 1 1620sq feet

Home 2 1248sq feet

Building 1 250' x 50' 12,500sq feet

Building 2 200' x 50' 10,000sq feet

Location 3 not figured per regulation

Building 4 405' x 50' 20,250sq feet

Building 5 630' x 50' 31,500sq feet

Location 6 not figured per regulation

Building 7 630' x 50' 31,500sq feet

Building 8 630' x 50' 31,500 sq feet

Building 9 530' x 50' 26,500sq feet

Building 10 200' x 50' 10,000 sq feet



Map Type ▾ 03/29/2026 < 1 of 4 > (Early Access) ▾

EARLY ACCESS

SUPERIOR RD



100 ft
20 m



SUPERIOR RD





Map Type ▾ 03/27/2026 < 1 of 8 > (Early Access) ▾

EARLY ACCESS



SUPERIOR RD



© 2026 Eagleview



SUPERIOR RD

PROPOSAL CONTRACT

Date 6-15-26

Estimated Lead Time _____

1 wk 2 wk 3 wk 4 wk



website: **lincolnfencecontractors.com**

• 402-617-6722

Customer Name: Prestige Auto (Seward) Phone: (H) 570-5534
 Address: 2201 Superior Rd. City: Seward State: NE Zip: 68434

Vinyl Style

36 _____ White _____ New England _____
 48 _____ Sandstone _____ Flat _____
 60 _____ Khaki _____ Gothic _____
 72 _____ Woodland _____ Globe _____

Wood Style

Shadow Box _____ Treated _____
 Full Privacy _____ Cedar _____

Chain Link 6' Tall No Barb Wire

Galvanized Black _____

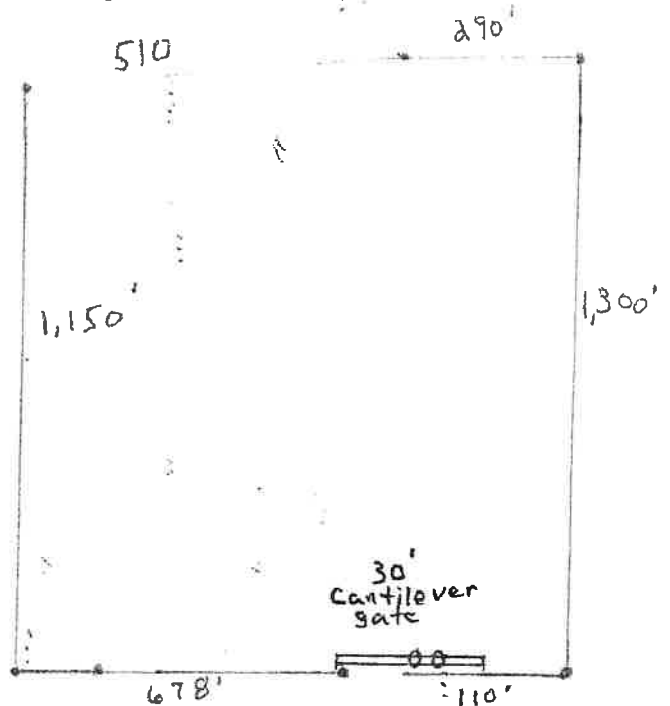
Ameristar Style

Black _____ Other _____

Sprinkler YES NO
 Removal of Existing Fence YES NO
 Property Pin Located YES NO

Total Footage: Option 1 _____ Option 2 _____

Solar Lights



Lincoln Fence Contractors agrees to furnish fence materials to the undersigned customer for the property described herein in accordance with the Plan and all the terms set forth herein. Customer hereby authorizes Lincoln Fence Contractors to install all materials on said property as provided herein. Customer hereby understands this form is an estimate of total footage and actual footage will be determined after final measurement when property pins are located. Customer hereby assumes full responsibility for the location of the property line upon which said fence is installed. Customer agrees to defend, hold harmless and indemnify Lincoln Fence Contractors from and against all claims, liabilities and expense for injury, death or damage to persons, property, trespass, and all other damage or loss arising out of or after the installation or location of said fence materials, unless such damage or loss is a result of the gross negligence of Lincoln Fence Contractors. Customer agrees to pay the cash price, after final measurement, set forth herein upon acceptance of this proposal which shall become a contract after signature of the customer is received by Lincoln Fence Contractors. This proposal shall constitute entire agreement between customer and Lincoln Fence Contractors, with respect to the sale and installation of said fence materials, and the same may hereafter be amended or modified only by a written agreement signed by customer and by duly authorized representative of Lincoln Fence Contractors. Lincoln Fence Contractors reserves the right to make additional charges to the customer in event unusual ground conditions such as rock formations impede the installation. Such additional charges shall be based on actual additional labor required to complete installation under the circumstances. Service charge of 18% per annum (1%) service will be charged on past due accounts commencing on date of completion.

Lincoln Fence Contractors hereby warranties workmanship on new fence for 2 years from time of installation. No warranty for gate or gate components, movable and wearable item subject to customer neglect.

Acceptance of Proposal/Contract:

Lincoln Fence Contractors requires payment of 1/2 down prior to placing order. Balance due on completion.

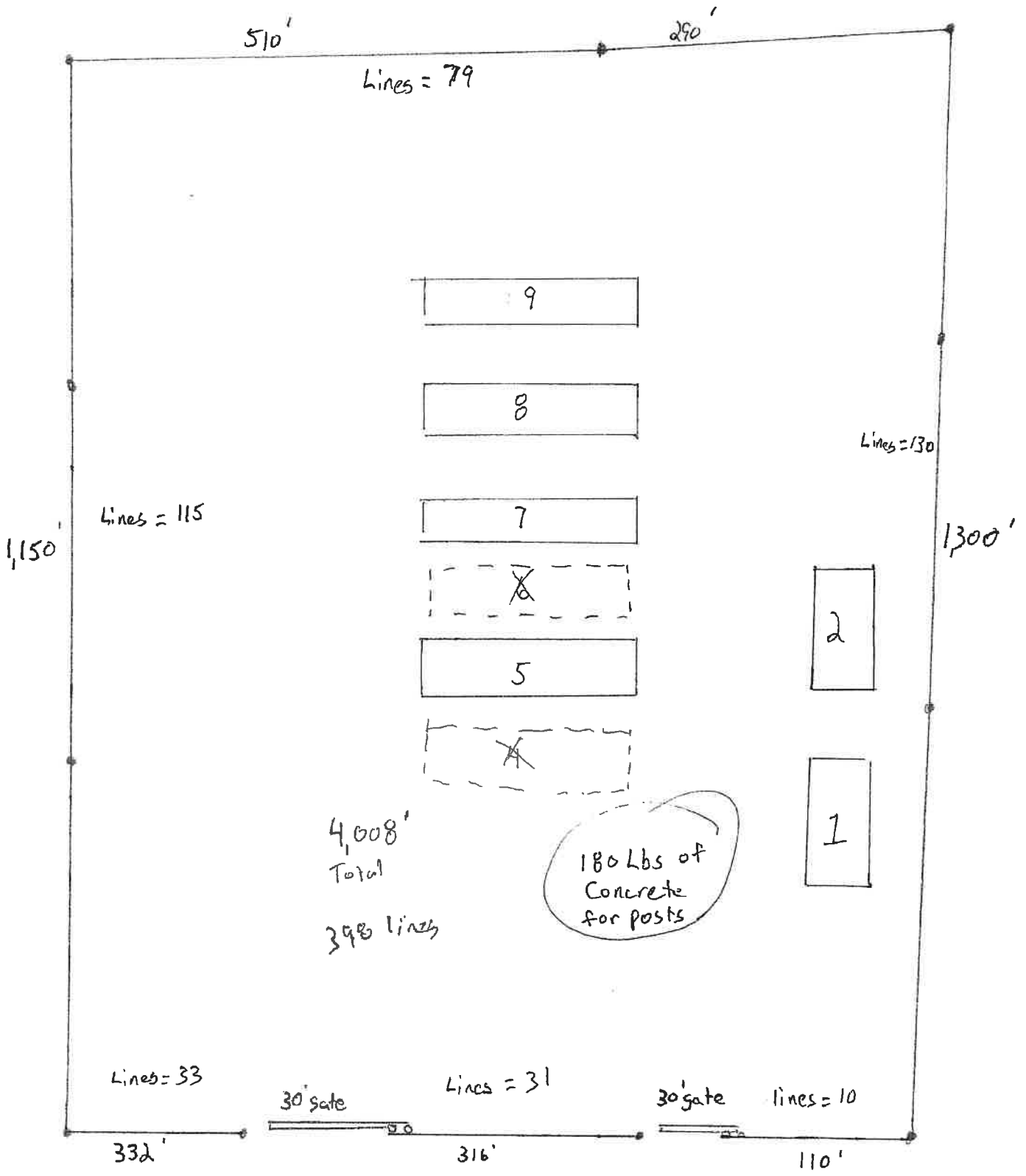
_____ Customer hereby understands and agrees to the terms that Lincoln Fence Contractors is not responsible for any damage to any sprinkler system or sprinkler heads.

Customer's Signature: _____

Representative: _____

Material	\$	_____
Labor	\$	_____
Subtotal	\$	_____
Taxes	\$	_____
Deposit	\$	_____
Total Due	\$	66,400

QUALITY AND WORKMAN GUARANTEED • INSURED



PROPOSAL CONTRACT

Date 6-13-26

Estimated Lead Time

1 wk 2 wk 3 wk 4 wk



website: lincolnfencecontractors.com

• 402-617-6722

Customer Name: Prestige Auto Phone: (H) 570-5534
 Address: 2201 Superior Rd City: Seward State: NE Zip: 68434

Vinyl Style

36 White New England
 48 Sandstone Flat
 60 Khaki Gothic
 72 Woodland Globe

Wood Style

Shadow Box Treated
 Full Privacy Cedar

Chain Link 6' Tall

Galvanized Black

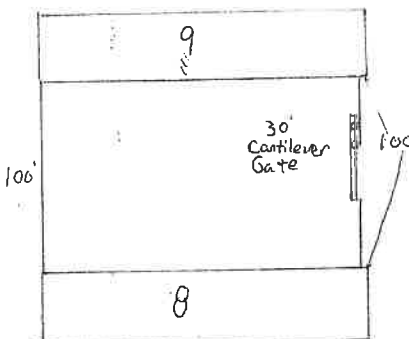
Ameristar Style

Black Other

Sprinkler YES NO
 Removal of Existing Fence YES NO
 Property Pin Located YES NO

Total Footage: Option 1 _____ Option 2 _____

Solar Lights



Lincoln Fence Contractors agrees to furnish fence materials to the undersigned customer for the property described herein in accordance with the Plan and all the terms set forth herein. Customer hereby authorizes Lincoln Fence Contractors to install all materials on said property as provided herein. Customer hereby understands this form to an estimate of total footage and actual footage will be determined after final measurement when property pins are located. Customer hereby assumes full responsibility for the location of the property line upon which said fence is installed. Customer agrees to defend, hold harmless and indemnify Lincoln Fence Contractors from and against all claims, liabilities and expense for injury, death or damage to persons, property, trespass, and all other damage or loss arising out of or after the installation or location of said fence materials, unless such damage or loss is a result of the gross negligence of Lincoln Fence Contractors. Customer agrees to pay the cash price, after final measurement, set forth herein upon acceptance of this proposal which shall become a contract after signature of the customer is received by Lincoln Fence Contractors. This proposal shall constitute entire agreement between customer and Lincoln Fence Contractors, with respect to the sale and installation of said fence materials, and the same may hereafter be amended or modified only by a written agreement signed by customer and by duly authorized representative of Lincoln Fence Contractors. Lincoln Fence Contractors reserves the right to make additional charges to the customer in event unusual ground conditions such as rock formations impede the installation. Such additional charges shall be based on actual additional labor required to complete installation under the circumstances. Service charge of 18% per annum (1%) service will be charged on past due accounts commencing on date of completion.

Lincoln Fence Contractors hereby warrants workmanship on new fence for 2 years from time of installation. No warranty for gate or gate components, movable and wearable item subject to customer neglect.

Acceptance of Proposal/Contract
 Lincoln Fence Contractors requires payment of 1/2 down prior to placing order. Balance due on completion.
 Customer hereby understands and agrees to the terms that Lincoln Fence Contractors is not responsible for any damage to any sprinkler system or sprinkler heads.
 Customer's Signature: _____
 Representative: [Signature]

Material \$ _____
 Labor \$ _____
 Subtotal \$ _____
 Taxes \$ _____
 Deposit \$ _____
 Total Due \$ 10,064

QUALITY AND WORKMAN GUARANTEED • INSURED

OPERATING AGREEMENT

OF

PRESTIGE PARTS, LLC

THIS OPERATING AGREEMENT is made effective by the undersigned as of November 25, 2025.

I. FORMATION

1.1 ORGANIZATION. The undersigned have formed a limited liability company under the laws of the State of Nebraska by filing on November 25, 2025, a Certificate of Organization with the Secretary of State of Nebraska.

1.2 NAME. The name of this company is Prestige Parts, LLC (the "Company").

1.3 PURPOSE. The purpose for which this Company is formed is to engage in any lawful act, business, or activity for which limited liability companies may be formed under the laws of the State of Nebraska, and to do any and all other things determined by the Company to be necessary, desirable, or incidental to the foregoing purpose.

1.4 TERM. The terms of the Company shall commence on the date the Certificate of Organization is filed with the Secretary of State of Nebraska, and shall continue in perpetuity unless the Company is dissolved pursuant to the provisions of this agreement or as provided in the Nebraska Uniform Limited Liability Company Act, as amended.

1.5 LOCATION. The location of the initial designated office of the Company is 2201 Superior Road, Seward, Nebraska 68434. The Manager may change the initial designated office and establish additional places of business as he deems necessary or desirable to conduct the business of the Company.

1.6 AGENT AND OFFICE. The Company's agent shall be Kelly R. Hoffschneider, 1120 K Street, Suite 200, Lincoln, Nebraska 68508, or such other agent as the Manager may designate from time to time.

II. MANAGEMENT

2.1 Management Board. The Members of the Company hereby vest the management of the Company with a Management Board, which shall have sole power and authority to conduct the affairs of the Company, except to the extent management powers are expressly reserved to the Members by this Operating Agreement, the Certificate of Organization, or the Nebraska Uniform Limited Liability Company Act, Neb. Rev. Stat. § 21-101 *et seq.* (the "Act"). The Management Board shall be comprised of at least one (1) Manager who shall be elected at

the annual meeting of the Members by the affirmative vote of a majority in interest of the Members. Each Manager shall be elected for a term of one (1) year, and shall serve until his or her successor is duly elected or, if earlier, until such Manager's death, resignation, or removal. Any Manager may be removed from time to time with or without cause by the affirmative vote of a majority in interest of the Members.

2.2 Liabilities of Managers. In carrying out his or her duties hereunder, no Manager shall be liable to the Company or to any Member for any actions taken in good faith and reasonably believed by him or her to be in the best interest of the Company or in reliance on the provisions of this Operating Agreement or the Certificate of Organization, or for good faith errors of judgment, but shall only be liable for willful misconduct or gross negligence in the performance of his or her duties as Manager.

The Members acknowledge that each Manager who is also a Member has an inherent conflict of interest in carrying out his or her duties, and each Member hereby waives said conflict of interest as to all actions taken by such Manager predicated upon the Manager's good faith efforts on behalf of the Company.

Any Manager may, in his or her discretion and without further authority from the Members, secure directors and officers insurance coverage for himself in reasonable amounts and at the Company's expense.

A Manager shall not be expected to devote his or her full time and attention to the affairs of the Company, but shall devote such amounts of time and attention as are reasonable and appropriate in his or her good faith judgment under the circumstances prevailing from time to time.

2.3 Contracting Authority. The Company shall not enter into any contracts, agreements, documents, instruments, notes, deeds, mortgages, deeds of trust, or other documents of conveyance or indebtedness, nor incur any indebtedness or otherwise bind the Company except upon the affirmative vote of a majority of the Managers at a duly convened meeting of the Management Board at which a quorum is present.

2.4 Management Board Meetings. Written or oral notice of every meeting of the Management Board, stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given by the Manager calling the meeting to each other Manager at least twenty-four (24) hours prior to this meeting, unless such notice is waived.

2.5 Meetings of the Management Board. Meetings of the Management Board may be called by any Manager and shall be held at the principal place of business of the Company, or elsewhere as the notice of such meeting shall direct. Attendance by a majority of the Managers shall constitute a quorum for purposes of transacting business. Managers may attend any such meeting in person or by telephone or video conference call. Except as otherwise expressly provided in this Operating Agreement, the Certificate of Organization, or the Act, the affirmative

vote of a majority of the Managers present at a duly convened meeting of the Management Board at which a quorum is present shall constitute the act of the Management Board.

2.6 Managers' Salaries. Managers shall be compensated at a rate or rates as determined by the Members from time to time.

III. MEMBERS

3.1 INITIAL MEMBERS. The Members are listed on Exhibit "A," which is attached hereto and made a part hereof. Exhibit "A" (as amended from time to time) shall reflect the capital contribution of each Member, indicating the amount of cash contributed, the value of property or the value of services contributed, and each Member's percentage ownership of the Company.

3.2 LIMITATION OF MEMBERS' RIGHT. Except as otherwise specifically provided in this agreement to the contrary, no Member shall have the right:

- (A) To take part in the control of the Company business or to sign for or to bind the Company, such power being vested in the Manager.
- (B) To have his or her capital contribution repaid except to the extent provided in this agreement.
- (C) To require partition of the Company's property or to compel any sale or appraisal of the Company's assets.
- (D) To sell or assign his or her interest in the Company or to constitute the assignee thereunder, except as provided in this agreement.
- (E) To voluntarily withdraw as a Member from the Company.

3.3 LIMITATION OF MEMBERS' LIABILITIES. No Member shall be personally held accountable for any of the debts, losses, claims, judgments, or any of the liabilities of the Company beyond the Member's contributions to the capital of the Company, except as provided by law.

IV. MEETINGS OF MEMBERS

4.1 ANNUAL MEETING. The annual meeting of the Members of the Company, for the consideration of annual reports and for the transaction of such other business as may properly be brought before such meeting, shall be held at the principal place of business of the Company, on the first Monday of November or at such other time and place, either within or without the State of Nebraska, as may be designated by the Manager and specified in the notice of such meeting.

4.2 SPECIAL MEETINGS. Special meetings of the Members of the Company may be held on any day, when called by the Manager, or by the Members who hold at least one-third (1/3) ownership of the Company. The person or persons calling the meeting may fix the time of the meeting and give notice thereof in the manner provided for by paragraph 4.3.

4.3 NOTICE OF MEETINGS. Not less than ten (10) nor more than sixty (60) days before the date fixed for a meeting, written notice, by regular mail, stating the time and place of the meeting (and, in the case of a special meeting, the purposes of such meeting) shall be given.

4.4 QUORUM. Except as may otherwise be provided by law, the holders of a majority ownership stake of the Company, either present in person or by proxy, shall constitute a quorum for such meeting.

4.5 PROXIES. Members entitled to vote may vote in person or by proxy.

4.6 VOTES. All votes of Members shall be counted in proportion with their then existing percentage of ownership of the Company.

4.7 CONSENT. Meetings may be conducted by written consent or resolution if approved by all of the Members then holding an interest in the Company.

V. PROFITS, LOSSES AND ACCOUNTING

5.1 ALLOCATION OF PROFITS AND LOSSES:

- (A) Except as otherwise provided herein, net profits and losses of the Company (including profits and losses attributable to the sale or other disposition of all or any portion of the Company's property) shall be allocated among or borne by the Members in the percentages listed in Exhibit "B," which is attached hereto and made a part hereof, or in accordance with their capital accounts, as those may change as provided herein.
- (B) Notwithstanding any provision of this agreement to the contrary and to the extent required by law, income, gain, loss and deductions attributable to property contributed to the Company by a Member shall be allocated among the Members so as to take into account any variation between the tax basis of the property and the fair market value thereof at the time of contribution, in accordance with the requirements of Section 704(c) of the Internal Revenue Code of 1986 (the "Code"), as amended, and the applicable Treasury Regulations (the "Regulations") thereunder.

- (C) Company profits, losses and gains shall be allocated to the Members in accordance with the portion of the year during which the Members have held their respective interests. All items of income and loss shall be considered to have been earned ratably over the fiscal year of the Company, except that gains and losses arising from the disposition of assets shall be taken into account as of the date thereof.
- (D) Notwithstanding any provision of this agreement to the contrary, in the event the Company is entitled to a deduction for imputed interest under any provision of the Code on any loan or advance from a Member, such deduction shall be allocated solely to such Member.
- (E) Notwithstanding any provision of this agreement to the contrary, to the extent the payment of any expenditure by the Company is treated as a distribution to a Member for federal income tax purposes, there shall be a gross income allocation to such Member in the amount of such distribution.
- (F) Notwithstanding any provision of this agreement to the contrary, if items of income or gain to be allocated include income or gain treated as ordinary income for federal income tax purposes because they are attributable to the recapture of depreciation under Section 1245 or 1250 of the Code, then such income or gain, to the extent treated as ordinary income, shall be allocated to, and reported by, the Members in proportion to their then respective cumulative allocations of depreciation.

5.2 ACCOUNTING:

- (A) The Company books shall be kept in accordance with reasonable accounting principles consistently applied as determined by the Management Board.
- (B) The fiscal year of the Company shall end on December 31.
- (C) The terms "net profits" and "net losses," as used herein, shall mean the net amount of the Company's profits and losses, as determined for federal income tax purposes.

5.3 MEMBER'S CAPITAL ACCOUNT:

- (A) There shall be maintained a capital account for each Member in

accordance with this Article 5.3. The amount of each Member's contribution of cash, property and services to the capital of the Company shall be credited to such Member's capital account. From time to time, but not less often than annually, each Member's share of profits, losses, and distributions shall be credited or charged, as the case may be, to such Member's capital account. The determination of a Member's capital account, and any adjustments thereto, shall be made in a manner consistent with tax and accounting principles as set forth in Section 704 of the Internal Revenue Code, as amended.

- (B) If, at any time, the Company shall suffer a loss as a result of which the capital account of any Member shall be a negative amount, such loss shall be carried as a charge against that Member's capital account, and that Member's share of subsequent profits of the Company shall be applied to erase such capital account deficit.
- (C) Immediately following the transfer of any interest in the Company, the capital account of the transferee-Member shall be equal to the capital account of the transferor-Member attributable to the transferred interest.
- (D) For purposes of computing the amount of any item of income, gain, deduction or loss to be reflected in the Member's capital account, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for federal income tax purposes, taking into account any adjustment required pursuant to Section 704 of the Internal Revenue Code as amended.

VI. TRANSFER OF MEMBER'S INTEREST

6.1 **LIMITATION.** A Member may not sell, assign, or exchange all or any part of his or her interest in the Company to any person seeking to become a substituted Member, except as set forth in this agreement.

6.2 **TRANSFER APPROVAL BY MEMBERS.** If a Member desires to sell or assign all or a portion of his or her interest in the Company (except to a member of family by bequest as set forth in Article 6.3), he or she shall first offer the same, in writing, to the other Members, who shall have thirty (30) days after receipt of such offer to accept or reject the offer. If more than one Member accepts such offer, the interest being offered shall be allocated among the accepting Members in proportion to the size of their respective capital accounts. If the offer is rejected, in whole or in part, the Member shall be free to sell or assign the rejected interest, on the same terms and conditions as to the written notice.

6.3 TRANSFER ON DEATH. A deceased Member may transfer his or her interest in the Company by bequest, distribution, or operation of law without regard to the limitations set forth in this Article VI if the assignee is a spouse of or lineal descendant (including an adopted descendant) of the deceased Member.

6.4 LIABILITIES. No assignment of any Member's interest in compliance with this Article VI, even if it results in the substitution of the assignee as a Member herein, shall release the assignor from those liabilities to the Company which survive such assignment.

6.5 REVIEW BY MANAGEMENT. Any assignment by a Member of all or any part of his or her interest in the Company shall be subject to the following:

- (A) The assignment instrument shall be in form and substance satisfactory to the Management Board. Among the reasons for which consent may be withheld by the Management Board is that it has determined, in its sole discretion, that such substitution may: (i) have an adverse effect on the legal status of the Company under state or federal law or both; or (ii) have an adverse effect on the Members who are not participating in the transfer under state or federal law or both. The request for consent to sales or assignments shall contain a copy of all instruments and documents to be utilized in the transfer and shall be made by certified or registered mail, return receipt requested, sent to the Management Board at least sixty (60) days prior to the proposed date of transfer. Any additional information requested by the Management Board, including any information relative to the assignee, shall be promptly furnished by the requesting assignor, and no decision need be reached by the Management Board until such information is furnished.
- (B) The assignee shall have submitted his or her written acceptance and adoption of all the terms and provisions of this agreement, including any and all amendments to this agreement to be made subsequent to the assignment.
- (C) The assignor shall have paid, or obligated himself to pay, as the Company may determine, all reasonable expenses connected with such transfer, including, but not limited to, the cost of preparing and filing any amendment to this agreement necessary to effectuate the transfer.

6.6 SECURITIES ISSUES. No Member's interest in the Company has been registered under the Securities Act of 1933, as amended (the "Act"). Notwithstanding any other

provisions in this agreement, no Member's interest may be offered for sale, sold, transferred or otherwise disposed of unless:

- (A) such interest is registered under the Act;
- (B) at the expense of the transferring Member, the Company receives an opinion of counsel letter, satisfactory to the Company, to the effect that such transfer is exempt from registration under the Act and is in compliance with all applicable federal securities laws and regulations; or
- (C) the Company receives a "no-action" letter from the staff of the Securities and Exchange Commission ("SEC"), satisfactory to the Company, to the effect that the transfer is exempt from registration.

VII. DISSOLUTION AND TERMINATION

7.1 **DISSOLUTION EVENTS.** Upon the occurrence of the following events, the Company shall be dissolved:

- (A) the bankruptcy or dissolution of a Member, or any other occurrence which terminates a Member's membership in the Company, except where the Members, other than the affected Member, vote unanimously to continue the business of the Company;
- (B) the Manager sells or transfers substantially all of the assets of the Company;
- (C) the Company ceases its business operations; or
- (D) the Members unanimously vote to dissolve and terminate the Company.

7.2 **DEATH OR DISABILITY.** Upon the death or incompetency of a Member, and in the event the Members continue the business under Article 7.1(A), the deceased or disabled Member's personal representative, executor, or administrator shall have all of the rights of a Member for the purpose of managing or settling his or her estate, as well as such power as the decedent or incompetent possessed to designate an assignee of his or her interest in the Company, and to join with such assignee in following the procedures contained in this agreement so that the assignee may become a Member.

7.3 **DISSOLUTION BY UNANIMOUS VOTE.** In the event of the dissolution of the

Company, the business and affairs of the Company shall continue to be governed by this agreement during the winding up of the Company's business and affairs.

VIII. LIQUIDATION

8.1 DISTRIBUTION. Upon the dissolution or other termination of the Company, the Managers shall proceed with the liquidation of the Company and sale of its assets. The proceeds of such liquidation shall be applied and distributed in the following order or priority:

- (A) to the payment of the debts and liabilities of the Company (other than any loans or advances that may have been made by the Members to the Company) and expenses of liquidation;
- (B) to the payment of any loans or advances made to or for the benefit of the Company by a Member, or for any compensation owed to any Manager, but if the amount available for repayment shall be insufficient, then the amount available shall be distributed among the applicable Members and/or Managers through the use of a fraction whose numerator is the amount owed to a single Member or Manager and whose denominator is the total amount owed to all Members and Managers;
- (C) to the setting up of any reserves which the Management Board may deem reasonably necessary in order to meet any contingent or unforeseen liabilities or obligations of the Company arising out of, or in connection with, the business of the Company.
- (D) to the payment of the balance, if any, of the respective capital accounts of the Members, if any.

8.2 ARTICLES OF DISSOLUTION. When all of the acts provided for in Article 8.1 have been accomplished, the Manager shall file such Articles of Dissolution and any other certificate required in the State of Nebraska, and in any other state that may be required by law.

IX. AMENDMENT OF THE AGREEMENT

9.1 BY MANAGEMENT. This agreement may be amended by the Management Board without the approval of the Members, provided that such amendment is:

- (A) solely for the purpose of clarification and does not change the substance hereof;
- (B) for the purpose of substituting a Member in accordance with the provisions of this agreement;

- (C) merely an implementation of the terms of this agreement; or
- (D) in the opinion of counsel for the Company, necessary or appropriate to satisfy current requirements of the Internal Revenue Code of 1986, as amended, with respect to limited liability companies, or any federal or state securities laws or regulations.

Any amendment made pursuant to (A) or (C) may be made effective as of the date of this agreement. All Members shall be notified as to the substance of any such amendment to this agreement and, upon request, shall be furnished a copy thereof.

9.2 BY THE MEMBERS. All other amendments to this agreement shall require the approval of Members holding at least two-thirds (2/3) ownership of the Company.

X. MISCELLANEOUS

10.1 NOTICES. Any and all notices or other communications which may be sent to any Member shall be sent to the address noted in Exhibit "A" unless the Company is notified in writing with regard to a change of address. Notices or other communications shall be deemed to have been given only when deposited with the United States Postal Service by regular mail or other common carrier.

10.2 CONTROLLING LAW. This agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska.

10.3 ENFORCEABILITY. This agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company does business. If any provision of this agreement or its application to any person or circumstance shall, for any reason and to any extent, be found to be invalid or unenforceable, the remainder of this agreement or the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

10.4 DEFINITIONS. The word "person," as used in this agreement, shall include a corporation, firm, partnership or other form of association. "Bankruptcy," as used in this agreement, shall be deemed to occur when a Member files a petition in bankruptcy or voluntarily takes advantage of any bankruptcy or insolvency laws, or is adjudicated a bankrupt, or when a petition or answer is filed proposing the adjudication of a Member as a bankrupt and such Member either consents to the filing or such complaint or answer is not discharged or denied prior to the expiration of sixty (60) days following the date of filing.

10.5 HEIRS, SUCCESSORS, AND ASSIGNS. This agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of all Members and their

respective legal representatives, heirs, permitted successors and permitted assigns.

IN WITNESS WHEREOF, the Member has entered into this agreement and has hereunto set her hands to multiple copies hereof as of the effective date first written above.

MEMBER:



By: Vitaliy Martynyuk, Member

EXHIBIT "A"
PRESTIGE PARTS, LLC
Initial Capital Contributions by Member

<u>Name and Address</u>	<u>Capital Contribution</u>	<u>% of Ownership</u>
Vitaliy Martynyuk 7147 NW 19 th Street Lincoln, NE 68521	\$500	100%

EXHIBIT "B"
PRESTIGE PARTS, LLC
ALLOCATION OF PROFITS AND LOSSES

Vitaliy Martynyuk

100%

OPERATING AGREEMENT
OF
PRESTIGE RENTALS, LLC

THIS OPERATING AGREEMENT is made effective by the undersigned as of February 4, 2026.

I. FORMATION

1.1 ORGANIZATION. The undersigned have formed a limited liability company under the laws of the State of Nebraska by filing on February 4, 2026, a Certificate of Organization with the Secretary of State of Nebraska.

1.2 NAME. The name of this company is Prestige Rentals, LLC (the "Company").

1.3 PURPOSE. The purpose for which this Company is formed is to engage in any lawful act, business, or activity for which limited liability companies may be formed under the laws of the State of Nebraska, and to do any and all other things determined by the Company to be necessary, desirable, or incidental to the foregoing purpose.

1.4 TERM. The terms of the Company shall commence on the date the Certificate of Organization is filed with the Secretary of State of Nebraska, and shall continue in perpetuity unless the Company is dissolved pursuant to the provisions of this agreement or as provided in the Nebraska Uniform Limited Liability Company Act, as amended.

1.5 LOCATION. The location of the initial designated office of the Company is 1010 West Cornhusker Hwy, Lincoln, NE 68521. The Manager may change the initial designated office and establish additional places of business as he deems necessary or desirable to conduct the business of the Company.

1.6 AGENT AND OFFICE. The Company's agent shall be Kelly R. Hoffschneider, 1120 K Street, Suite 200, Lincoln, Nebraska 68508, or such other agent as the Manager may designate from time to time.

II. MANAGEMENT

2.1 Management Board. The Members of the Company hereby vest the management of the Company with a Management Board, which shall have sole power and authority to conduct the affairs of the Company, except to the extent management powers are expressly reserved to the Members by this Operating Agreement, the Certificate of Organization, or the Nebraska Uniform Limited Liability Company Act, Neb. Rev. Stat. § 21-101 *et seq.* (the "Act"). The Management Board shall be comprised of at least one (1) Manager who shall be elected at

the annual meeting of the Members by the affirmative vote of a majority in interest of the Members. Each Manager shall be elected for a term of one (1) year, and shall serve until his or her successor is duly elected or, if earlier, until such Manager's death, resignation, or removal. Any Manager may be removed from time to time with or without cause by the affirmative vote of a majority in interest of the Members.

2.2 Liabilities of Managers. In carrying out his or her duties hereunder, no Manager shall be liable to the Company or to any Member for any actions taken in good faith and reasonably believed by him or her to be in the best interest of the Company or in reliance on the provisions of this Operating Agreement or the Certificate of Organization, or for good faith errors of judgment, but shall only be liable for willful misconduct or gross negligence in the performance of his or her duties as Manager.

The Members acknowledge that each Manager who is also a Member has an inherent conflict of interest in carrying out his or her duties, and each Member hereby waives said conflict of interest as to all actions taken by such Manager predicated upon the Manager's good faith efforts on behalf of the Company.

Any Manager may, in his or her discretion and without further authority from the Members, secure directors and officers insurance coverage for himself in reasonable amounts and at the Company's expense.

A Manager shall not be expected to devote his or her full time and attention to the affairs of the Company, but shall devote such amounts of time and attention as are reasonable and appropriate in his or her good faith judgment under the circumstances prevailing from time to time.

2.3 Contracting Authority. The Company shall not enter into any contracts, agreements, documents, instruments, notes, deeds, mortgages, deeds of trust, or other documents of conveyance or indebtedness, nor incur any indebtedness or otherwise bind the Company except upon the affirmative vote of a majority of the Managers at a duly convened meeting of the Management Board at which a quorum is present.

2.4 Management Board Meetings. Written or oral notice of every meeting of the Management Board, stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given by the Manager calling the meeting to each other Manager at least twenty-four (24) hours prior to this meeting, unless such notice is waived.

2.5 Meetings of the Management Board. Meetings of the Management Board may be called by any Manager and shall be held at the principal place of business of the Company, or elsewhere as the notice of such meeting shall direct. Attendance by a majority of the Managers shall constitute a quorum for purposes of transacting business. Managers may attend any such meeting in person or by telephone or video conference call. Except as otherwise expressly provided in this Operating Agreement, the Certificate of Organization, or the Act, the affirmative

vote of a majority of the Managers present at a duly convened meeting of the Management Board at which a quorum is present shall constitute the act of the Management Board.

2.6 Managers' Salaries. Managers shall be compensated at a rate or rates as determined by the Members from time to time.

III. MEMBERS

3.1 INITIAL MEMBERS. The Members are listed on Exhibit "A," which is attached hereto and made a part hereof. Exhibit "A" (as amended from time to time) shall reflect the capital contribution of each Member, indicating the amount of cash contributed, the value of property or the value of services contributed, and each Member's percentage ownership of the Company.

3.2 LIMITATION OF MEMBERS' RIGHT. Except as otherwise specifically provided in this agreement to the contrary, no Member shall have the right:

- (A) To take part in the control of the Company business or to sign for or to bind the Company, such power being vested in the Manager.
- (B) To have his or her capital contribution repaid except to the extent provided in this agreement.
- (C) To require partition of the Company's property or to compel any sale or appraisal of the Company's assets.
- (D) To sell or assign his or her interest in the Company or to constitute the assignee thereunder, except as provided in this agreement.
- (E) To voluntarily withdraw as a Member from the Company.

3.3 LIMITATION OF MEMBERS' LIABILITIES. No Member shall be personally held accountable for any of the debts, losses, claims, judgments, or any of the liabilities of the Company beyond the Member's contributions to the capital of the Company, except as provided by law.

IV. MEETINGS OF MEMBERS

4.1 ANNUAL MEETING. The annual meeting of the Members of the Company, for the consideration of annual reports and for the transaction of such other business as may properly be brought before such meeting, shall be held at the principal place of business of the Company, on the first Monday of February or at such other time and place, either within or without the State of Nebraska, as may be designated by the Manager and specified in the notice of such meeting.

4.2 SPECIAL MEETINGS. Special meetings of the Members of the Company may be held on any day, when called by the Manager, or by the Members who hold at least one-third (1/3) ownership of the Company. The person or persons calling the meeting may fix the time of the meeting and give notice thereof in the manner provided for by paragraph 4.3.

4.3 NOTICE OF MEETINGS. Not less than ten (10) nor more than sixty (60) days before the date fixed for a meeting, written notice, by regular mail, stating the time and place of the meeting (and, in the case of a special meeting, the purposes of such meeting) shall be given.

4.4 QUORUM. Except as may otherwise be provided by law, the holders of a majority ownership stake of the Company, either present in person or by proxy, shall constitute a quorum for such meeting.

4.5 PROXIES. Members entitled to vote may vote in person or by proxy.

4.6 VOTES. All votes of Members shall be counted in proportion with their then existing percentage of ownership of the Company.

4.7 CONSENT. Meetings may be conducted by written consent or resolution if approved by all of the Members then holding an interest in the Company.

V. PROFITS, LOSSES AND ACCOUNTING

5.1 ALLOCATION OF PROFITS AND LOSSES:

- (A) Except as otherwise provided herein, net profits and losses of the Company (including profits and losses attributable to the sale or other disposition of all or any portion of the Company's property) shall be allocated among or borne by the Members in the percentages listed in Exhibit "B," which is attached hereto and made a part hereof, or in accordance with their capital accounts, as those may change as provided herein.
- (B) Notwithstanding any provision of this agreement to the contrary and to the extent required by law, income, gain, loss and deductions attributable to property contributed to the Company by a Member shall be allocated among the Members so as to take into account any variation between the tax basis of the property and the fair market value thereof at the time of contribution, in accordance with the requirements of Section 704(c) of the Internal Revenue Code of 1986 (the "Code"), as amended, and the applicable Treasury Regulations (the "Regulations") thereunder.

- (C) Company profits, losses and gains shall be allocated to the Members in accordance with the portion of the year during which the Members have held their respective interests. All items of income and loss shall be considered to have been earned ratably over the fiscal year of the Company, except that gains and losses arising from the disposition of assets shall be taken into account as of the date thereof.
- (D) Notwithstanding any provision of this agreement to the contrary, in the event the Company is entitled to a deduction for imputed interest under any provision of the Code on any loan or advance from a Member, such deduction shall be allocated solely to such Member.
- (E) Notwithstanding any provision of this agreement to the contrary, to the extent the payment of any expenditure by the Company is treated as a distribution to a Member for federal income tax purposes, there shall be a gross income allocation to such Member in the amount of such distribution.
- (F) Notwithstanding any provision of this agreement to the contrary, if items of income or gain to be allocated include income or gain treated as ordinary income for federal income tax purposes because they are attributable to the recapture of depreciation under Section 1245 or 1250 of the Code, then such income or gain, to the extent treated as ordinary income, shall be allocated to, and reported by, the Members in proportion to their then respective cumulative allocations of depreciation.

5.2 ACCOUNTING:

- (A) The Company books shall be kept in accordance with reasonable accounting principles consistently applied as determined by the Management Board.
- (B) The fiscal year of the Company shall end on December 31.
- (C) The terms "net profits" and "net losses," as used herein, shall mean the net amount of the Company's profits and losses, as determined for federal income tax purposes.

5.3 MEMBER'S CAPITAL ACCOUNT:

- (A) There shall be maintained a capital account for each Member in

accordance with this Article 5.3. The amount of each Member's contribution of cash, property and services to the capital of the Company shall be credited to such Member's capital account. From time to time, but not less often than annually, each Member's share of profits, losses, and distributions shall be credited or charged, as the case may be, to such Member's capital account. The determination of a Member's capital account, and any adjustments thereto, shall be made in a manner consistent with tax and accounting principles as set forth in Section 704 of the Internal Revenue Code, as amended.

- (B) If, at any time, the Company shall suffer a loss as a result of which the capital account of any Member shall be a negative amount, such loss shall be carried as a charge against that Member's capital account, and that Member's share of subsequent profits of the Company shall be applied to erase such capital account deficit.
- (C) Immediately following the transfer of any interest in the Company, the capital account of the transferee-Member shall be equal to the capital account of the transferor-Member attributable to the transferred interest.
- (D) For purposes of computing the amount of any item of income, gain, deduction or loss to be reflected in the Member's capital account, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for federal income tax purposes, taking into account any adjustment required pursuant to Section 704 of the Internal Revenue Code as amended.

VI. TRANSFER OF MEMBER'S INTEREST

6.1 **LIMITATION.** A Member may not sell, assign, or exchange all or any part of his or her interest in the Company to any person seeking to become a substituted Member, except as set forth in this agreement.

6.2 **TRANSFER APPROVAL BY MEMBERS.** If a Member desires to sell or assign all or a portion of his or her interest in the Company (except to a member of family by bequest as set forth in Article 6.3), he or she shall first offer the same, in writing, to the other Members, who shall have thirty (30) days after receipt of such offer to accept or reject the offer. If more than one Member accepts such offer, the interest being offered shall be allocated among the accepting Members in proportion to the size of their respective capital accounts. If the offer is rejected, in whole or in part, the Member shall be free to sell or assign the rejected interest, on the same terms and conditions as to the written notice.

6.3 TRANSFER ON DEATH. A deceased Member may transfer his or her interest in the Company by bequest, distribution, or operation of law without regard to the limitations set forth in this Article VI if the assignee is a spouse of or lineal descendant (including an adopted descendant) of the deceased Member.

6.4 LIABILITIES. No assignment of any Member's interest in compliance with this Article VI, even if it results in the substitution of the assignee as a Member herein, shall release the assignor from those liabilities to the Company which survive such assignment.

6.5 REVIEW BY MANAGEMENT. Any assignment by a Member of all or any part of his or her interest in the Company shall be subject to the following:

- (A) The assignment instrument shall be in form and substance satisfactory to the Management Board. Among the reasons for which consent may be withheld by the Management Board is that it has determined, in its sole discretion, that such substitution may: (i) have an adverse effect on the legal status of the Company under state or federal law or both; or (ii) have an adverse effect on the Members who are not participating in the transfer under state or federal law or both. The request for consent to sales or assignments shall contain a copy of all instruments and documents to be utilized in the transfer and shall be made by certified or registered mail, return receipt requested, sent to the Management Board at least sixty (60) days prior to the proposed date of transfer. Any additional information requested by the Management Board, including any information relative to the assignee, shall be promptly furnished by the requesting assignor, and no decision need be reached by the Management Board until such information is furnished.
- (B) The assignee shall have submitted his or her written acceptance and adoption of all the terms and provisions of this agreement, including any and all amendments to this agreement to be made subsequent to the assignment.
- (C) The assignor shall have paid, or obligated himself to pay, as the Company may determine, all reasonable expenses connected with such transfer, including, but not limited to, the cost of preparing and filing any amendment to this agreement necessary to effectuate the transfer.

6.6 SECURITIES ISSUES. No Member's interest in the Company has been registered under the Securities Act of 1933, as amended (the "Act"). Notwithstanding any other

provisions in this agreement, no Member's interest may be offered for sale, sold, transferred or otherwise disposed of unless:

- (A) such interest is registered under the Act;
- (B) at the expense of the transferring Member, the Company receives an opinion of counsel letter, satisfactory to the Company, to the effect that such transfer is exempt from registration under the Act and is in compliance with all applicable federal securities laws and regulations; or
- (C) the Company receives a "no-action" letter from the staff of the Securities and Exchange Commission ("SEC"), satisfactory to the Company, to the effect that the transfer is exempt from registration.

VII. DISSOLUTION AND TERMINATION

7.1 **DISSOLUTION EVENTS.** Upon the occurrence of the following events, the Company shall be dissolved:

- (A) the bankruptcy or dissolution of a Member, or any other occurrence which terminates a Member's membership in the Company, except where the Members, other than the affected Member, vote unanimously to continue the business of the Company;
- (B) the Manager sells or transfers substantially all of the assets of the Company;
- (C) the Company ceases its business operations; or
- (D) the Members unanimously vote to dissolve and terminate the Company.

7.2 **DEATH OR DISABILITY.** Upon the death or incompetency of a Member, and in the event the Members continue the business under Article 7.1(A), the deceased or disabled Member's personal representative, executor, or administrator shall have all of the rights of a Member for the purpose of managing or settling his or her estate, as well as such power as the decedent or incompetent possessed to designate an assignee of his or her interest in the Company, and to join with such assignee in following the procedures contained in this agreement so that the assignee may become a Member.

7.3 **DISSOLUTION BY UNANIMOUS VOTE.** In the event of the dissolution of the

Company, the business and affairs of the Company shall continue to be governed by this agreement during the winding up of the Company's business and affairs.

VIII. LIQUIDATION

8.1 DISTRIBUTION. Upon the dissolution or other termination of the Company, the Managers shall proceed with the liquidation of the Company and sale of its assets. The proceeds of such liquidation shall be applied and distributed in the following order or priority:

- (A) to the payment of the debts and liabilities of the Company (other than any loans or advances that may have been made by the Members to the Company) and expenses of liquidation;
- (B) to the payment of any loans or advances made to or for the benefit of the Company by a Member, or for any compensation owed to any Manager, but if the amount available for repayment shall be insufficient, then the amount available shall be distributed among the applicable Members and/or Managers through the use of a fraction whose numerator is the amount owed to a single Member or Manager and whose denominator is the total amount owed to all Members and Managers;
- (C) to the setting up of any reserves which the Management Board may deem reasonably necessary in order to meet any contingent or unforeseen liabilities or obligations of the Company arising out of, or in connection with, the business of the Company.
- (D) to the payment of the balance, if any, of the respective capital accounts of the Members, if any.

8.2 ARTICLES OF DISSOLUTION. When all of the acts provided for in Article 8.1 have been accomplished, the Manager shall file such Articles of Dissolution and any other certificate required in the State of Nebraska, and in any other state that may be required by law.

IX. AMENDMENT OF THE AGREEMENT

9.1 BY MANAGEMENT. This agreement may be amended by the Management Board without the approval of the Members, provided that such amendment is:

- (A) solely for the purpose of clarification and does not change the substance hereof;
- (B) for the purpose of substituting a Member in accordance with the provisions of this agreement;

- (C) merely an implementation of the terms of this agreement; or
- (D) in the opinion of counsel for the Company, necessary or appropriate to satisfy current requirements of the Internal Revenue Code of 1986, as amended, with respect to limited liability companies, or any federal or state securities laws or regulations.

Any amendment made pursuant to (A) or (C) may be made effective as of the date of this agreement. All Members shall be notified as to the substance of any such amendment to this agreement and, upon request, shall be furnished a copy thereof.

9.2 BY THE MEMBERS. All other amendments to this agreement shall require the approval of Members holding at least two-thirds (2/3) ownership of the Company.

X. MISCELLANEOUS

10.1 NOTICES. Any and all notices or other communications which may be sent to any Member shall be sent to the address noted in Exhibit "A" unless the Company is notified in writing with regard to a change of address. Notices or other communications shall be deemed to have been given only when deposited with the United States Postal Service by regular mail or other common carrier.

10.2 CONTROLLING LAW. This agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska.

10.3 ENFORCEABILITY. This agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company does business. If any provision of this agreement or its application to any person or circumstance shall, for any reason and to any extent, be found to be invalid or unenforceable, the remainder of this agreement or the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

10.4 DEFINITIONS. The word "person," as used in this agreement, shall include a corporation, firm, partnership or other form of association. "Bankruptcy," as used in this agreement, shall be deemed to occur when a Member files a petition in bankruptcy or voluntarily takes advantage of any bankruptcy or insolvency laws, or is adjudicated a bankrupt, or when a petition or answer is filed proposing the adjudication of a Member as a bankrupt and such Member either consents to the filing or such complaint or answer is not discharged or denied prior to the expiration of sixty (60) days following the date of filing.

10.5 HEIRS, SUCCESSORS, AND ASSIGNS. This agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of all Members and their

respective legal representatives, heirs, permitted successors and permitted assigns.

IN WITNESS WHEREOF, the Member has entered into this agreement and has hereunto set her hands to multiple copies hereof as of the effective date first written above.

MEMBER:



By: Vitaliy Martyniuk, Member

EXHIBIT "A"
PRESTIGE RENTALS, LLC
Initial Capital Contributions by Member

<u>Name and Address</u>	<u>Capital Contribution</u>	<u>% of Ownership</u>
Vitaliy Martynyuk 1010 West Cornhusker Hwy Lincoln, NE 68521	\$500	100%

EXHIBIT "B"
PRESTIGE RENTALS, LLC
ALLOCATION OF PROFITS AND LOSSES

Vitaliy Martynyuk

100%

BEFORE THE SEWARD COUNTY NEBRASKA COUNTY COMMISSIONERS

IN THE MATTER OF CONDITIONAL USE PERMIT: Auto Parts Salvage Yard
APPLICANT: Prestige Parts LLC (Vtialiy Martynyuk)
CURRENTLY ZONED: A-1

This matter came before the Seward County Board of Commissioners at the request of the applicant. A public hearing was held on the 23rd day of June 2026. Notice of said hearing was publicized on the 10th day of June 2026.

The Seward County Commissioners recommends to:

- Approve the Conditional Use Permit to operate an Auto Parts Salvage Yard
- Deny the Conditional Use Permit to operate an Auto Parts Salvage Yard

With a roll call vote of: For Against Absent Not Voting

Upon review of all necessary facts, the County Commissioners make the following findings:

1. The use, in all other respects, conforms to the applicable regulations of the district in which it is located.
2. The use will have adequate water and sewer facilities.
3. The use will be in harmony with the character of the area and the most appropriate use of the land.
4. The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the county.
5. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.
6. The establishment of conditional use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.
7. Adequate utilities, access roads, and drainage facilities have been or are being provided.
8. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
9. The use does not include noise, which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled

10. ___ The use does not involve any pollution of the air by fly-ash, dust, vapors, or other substance which is harmful to health, animals, vegetation, or other property or which can cause soiling, discomfort, or irritation.
11. ___ The use does not involve any malodorous gas or matter, which is discernible on any adjoining lot or property.
12. ___ The use does not involve any direct or reflected glare, which is visible from any adjoining property or from any public street, road, or highway.
13. ___ The use does not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion.
14. ___ The use does not involve any activity substantially increasing the burden on any public utilities or facilities unless provisions are made for any necessary adjustments.

Further, the County Commissioners recommend the following specific conditions that are necessary or desirable to address the most appropriate use of the land, the conservation and stabilization of the value of property, the provision of adequate open space for light and air, concentration of populations, congestion of public streets, and the promotion of the general health, safety, welfare, convenience, and comfort of the public:

Dated this the 23rd day of June 2026.

County Commissioner Chairman

Zoning Administrator

RESOLUTION NO _____ OF THE SEWARD COUNTY BOARD OF COMMISSIONERS

WHEREAS Prestige Parts LLC owner Vitaliy Martynkuk has applied for a Conditional Use Permit to operate an Auto Parts Salvage Yard and

WHEREAS the property is described as a tract in the Northwest ¼ of, Section 7, Township 10N, Range 4 East of the Sixth P.M, Seward County, Nebraska, and

WHEREAS The Planning Commission held a public hearing to consider the application at a regular meeting June 15, 2026, and

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

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

WHEREAS The Seward County Board of Commissioners held a public hearing to consider the application at a regular meeting June 23, 2026, and

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

- WHEREAS** ___ No one appeared to oppose said Conditional Use
- ___ Individuals appeared to oppose said Conditional Use
- ___ No one appeared to support said Conditional Use
- ___ Individuals appeared to support said Conditional Use,
- ___ Individuals appeared without commitment, and

NOW, THEREFORE BE IT RESOLVED that the Seward County Board of Commissioners do hereby approve ___ or ___ deny the Conditional Use Permit to operate an Automotive Parts Salvage Yard at the described location on a tract of ground located in the Northwest ¼ of, Section 7, Township 10N, Range 4 East of the Sixth P.M, Seward County, Nebraska.

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

MOTION BY: _____

SECONDED BY: _____

ROLL CALL

AYES: _____

NAYS: _____

Chairman, Board of Commissioners
June 23, 2026

Chairman, Board Commissioners

ATTEST: _____

Brandy Johnson, Seward County Clerk

**PUBLIC MEMBERSHIP AGREEMENT OF
SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP**

Whereas in accordance with the Bylaws of SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP (the “Partnership”), the terms of membership for the City of Seward of Seward, Nebraska (“Seward”), the County of Seward, Nebraska, (the “County”) the City of Milford, Nebraska (“Milford”) and the Village of Utica, Nebraska (“Utica”), are to be set forth in a Membership Agreement; and

Whereas, the Board of Directors of the Partnership has established the terms of membership for Public (Anchor) Members and desires that they be set forth in a Membership Agreement with each such Member;

NOW THEREFORE, the Partnership and the undersigned agree as follows:

1. In accordance with the terms of a Funding Agreement between Seward and the Partnership, Seward will make a financial contribution of \$80,531.58 to the Partnership for the fiscal year running from October 1, 2026 through September 30, 2027. As a result of such payment, Seward shall be an Anchor Member in good standing of the Partnership with the rights and obligations provided herein and in the Bylaws, including specifically, the right to name one (1) Director as set forth in the Bylaws.

2. In accordance with the terms of a Funding Agreement between the County and the Partnership, the County will make a financial contribution of \$61,903 to the Partnership for the fiscal year running from July 1, 2026 through June 30, 2027. As a result of such payment, the County shall be an Anchor Member in good standing of the Partnership with the rights and obligations provided herein and in the Bylaws, including specifically, the right to name one (1) Director as set forth in the Bylaws.

3. In accordance with the terms of a Funding Agreement between Milford and the Partnership, Milford will make a financial contribution of \$13,719.60 to the Partnership for the fiscal year running from October 1, 2026 through September 30, 2027. As a result of such payment, Milford shall be an Anchor Member in good standing of the Partnership with the rights and obligations provided herein and in the Bylaws, including specifically, the right to name one (1) Director as set forth in the Bylaws.

4. In accordance with the terms of a Funding Agreement between Utica and the Partnership, Utica will make a financial contribution of \$7158.50 to the Partnership for the fiscal year running from October 1, 2026 through September 30, 2027. As a result of such payment, Utica shall be an Anchor Member in good standing of the Partnership with the rights and obligations provided herein and in the Bylaws, including specifically, the right to name one (1) Director as set forth in the Bylaws.

5. For so long as the Public entities listed above are Members in good standing of the Partnership, each such entity shall be entitled to vote on all matters raised at meetings of the Members of the Partnership. Each Public entity shall designate a person to represent that Public entity at meetings of the Members and shall vote on behalf of the Public entity at each meeting of the Members.

6. The term of this Membership Agreement shall begin at the start of each Public Member’s fiscal year in 2026 and terminate at the end of their fiscal year in 2027, provided, however, that each year, the parties will negotiate in good faith for the renewal of this Agreement (as a combined Agreement or as separate agreements with Seward, Milford, Utica, and the County) for an additional term upon such terms as the parties shall then agree.

7. The Partnership agrees that no person shall, on the grounds of race, color, sex, national origin and/or disability/handicap, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity of the Partnership.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS OF THE FOREGOING, the parties have signed this Agreement effective as of the ____ day of _____, 2026.

CITY OF SEWARD, NEBRASKA

SEWARD COUNTY CHAMBER &
DEVELOPMENT PARTNERSHIP

By: _____
Mayor

By: _____
Chairperson

Date: _____

Date: _____

IN WITNESS OF THE FOREGOING, the parties have signed this Agreement effective as of the ____ day of _____, 2026.

COUNTY OF SEWARD, NEBRASKA

SEWARD COUNTY CHAMBER &
DEVELOPMENT PARTNERSHIP

By: _____
Chairperson

By: _____
Chairperson

Date: _____

Date: _____

IN WITNESS OF THE FOREGOING, the parties have signed this Agreement effective as of the ____ day of _____, 2026.

VILLAGE OF UTICA, NEBRASKA

SEWARD COUNTY CHAMBER &
DEVELOPMENT PARTNERSHIP

By: _____
Chairperson

By: _____
Chairperson

Date: _____

Date: _____

IN WITNESS OF THE FOREGOING, the parties have signed this Agreement effective as of the ____ day of _____, 2026.

CITY OF MILFORD, NEBRASKA

SEWARD COUNTY CHAMBER &
DEVELOPMENT PARTNERSHIP

By: _____
Mayor

By: _____
Chairperson

Date: _____

Date: _____

FUNDING DISBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the COUNTY OF SEWARD, NEBRASKA, hereinafter, referred to as the COUNTY, and the SEWARD COUNTY CHAMBER & DEVELOPMENT PARTNERSHIP, a Nebraska nonprofit corporation, hereinafter referred to as the SCCDP.

RECITALS:

WHEREAS, the parties desire to enter into a mutually beneficial Funding Disbursement Agreement for the purpose of promoting economic development in Seward County, Nebraska.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The COUNTY and the SCCDP agree to enter into this Funding Disbursement Agreement for the promotion of economic development as set forth above for the County's fiscal year which commences July 1, 2026 and ends June 30, 2027.

2. The COUNTY agrees to fund the promotion of economic development by paying to the SCCDP the sum of SIXTY ONE THOUSAND NINE HUNDRED AND THREE DOLLARS and No/100ths Dollars (\$61,903) subject to the following requirements:

(i) The SCCDP shall place all funds received pursuant to this Agreement in a separate segregated economic development fund (“the Public Economic Development Fund”); and

(ii) The SCCDP shall use all funds received pursuant to this Agreement only for the purpose of “encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, . . . and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services of the County,” all in accordance with *Neb. Rev. Stat. § 13-315* (Reissue 2012), a copy of which is attached hereto and marked as Exhibit “A”.

3. As a way of ensuring the County’s funds will be used in compliance with this agreement, a designee of the County and a designee of the SCCDP shall reconcile and audit the Public Economic Development Fund annually. The fiscal year end reconciliation and audit shall be completed within sixty (60) days of the close of County’s fiscal year on June 30, 2027. If there are funds remaining in the Public Economic Development Fund at fiscal year end, the funds for any authorized expenditures which accrued during the fiscal year, but which have not yet been paid for, may be retained by the SCCDP to pay the same. Any funds remaining after accounting for the authorized accrued expenses as provided herein shall be retained by SCCDP and considered as part of the County’s next fiscal year appropriation should one be made by the County for the SCCDP.

4. At the expiration date of this Funding Disbursement Agreement on June 30, 2027, the parties hereto shall either enter into a new Funding Disbursement Agreement for the ensuing fiscal year or this Funding Disbursement Agreement shall terminate and the end of year reconciliation and audit shall be accomplished as provided for in Paragraph 3 above.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Funding Disbursement Agreement.

COUNTY OF SEWARD, NEBRASKA,

By: _____

Misty Ahmic
Chairperson
Seward County Board of Commissioners

ATTEST:

Brandy Johnson

Seward County Clerk

SEWARD COUNTY CHAMBER &
DEVELOPMENT PARTNERSHIP, a Nebraska Nonprofit Corporation

Megan Kahler
Board Chair
Seward County Chamber & Development Partnership

EXHIBIT "A"

Neb. Rev. Stat. § 13-315. Appropriation or expenditure; purposes; method; limitation

The city commissioners or council of any city, the board of trustees of any village, and the county board of any county in the state shall have the power to appropriate or expend annually from the general funds or from revenue received from any proprietary functions of their respective political subdivision an amount not to exceed four-tenths of one percent of the taxable valuation of the city, village, or county for the purpose of encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, including a publicity campaign conducted for the purpose of acquiring from any source a municipal electrical distribution system or exploiting and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services, of the city, village, or county. Such sum may be expended directly by the city, village, or county or may be paid to the chamber of commerce or other commercial organization or a similar county organization or multicounty organization or local development corporation to be expended for the purposes enumerated in this section under the direction of the board of directors of the organization. The total amount levied including the appropriation or expenditure made under this section shall not exceed the amount limited by law.



420 E. OSHKOSH STREET
RIPON, WI 54971

PHONE#: 920/748-6603
FAX#: 920/748-9397

INVOICE

DATE	INVOICE #
6/16/2026	25269

ACCURATE CONTROLS, INC.

BILL TO
SEWARD CO JUSTICE CNTR ATTN:MARIA HATFIELD 261 S. 8TH STREET SUITE 099 SEWARD, NE 68434

SHIP TO
SEWARD COUNTY VMS SYSTEM AND SECURITY CONTROL COMPUTER UPGRADE

REP	P.O. NO.	TERMS
RI	VMS UPG	NET 30

DESCRIPTION	QTY	RATE	AMOUNT
CONTRACT - SEWARD COUNTY VMS UPGRADE 2026	0.3	339,300.00	101,790.00

**Our remit to address has changed to:
420 E. Oshkosh Street
Ripon, WI 54971
We are no longer using our P.O. Box.**

Total	\$101,790.00
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APPLICATION FOR PAYMENT

CAP702

Page: 1 of 2

To:
SEWARD COUNTY
261 S. 8TH STREET, STE 099
SEWARD, NE 68434

PROJECT:
VMS UPGRADE 2026
SEWARD COUNTY
VMS SYSTEM & SECURITY CONTROL
COMPUTER UPGRADE

Application No.:	Application Date:	Period To:	Contract Date:
1	JUN 16, 2026	JUN 30, 2026	MAY 20, 2026
Project Nos:			
Distribution List:	<input type="checkbox"/> Owner	<input type="checkbox"/> Construction Mgr	
	<input type="checkbox"/> Architect	<input type="checkbox"/> Field	
	<input type="checkbox"/> Contractor	<input type="checkbox"/> Other	

From Contractor:
ACCURATE CONTROLS, INC.
420 E. OSHKOSH ST.
RIPON, WI 54971

VIA ARCHITECT:

CONTRACT FOR:

Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

1. Original Contract Amount: \$ 339,300.00
2. Net of Change Orders: \$ 0.00
3. Net Amount of Contract: \$ 339,300.00
4. Total Completed & Stored to Date: \$ 101,790.00
5. Retainage Summary:
 - a. 0.00 % of Completed Work \$ 0.00
 - b. 0.00 % of Stored Material \$ 0.00

Total Retainage: \$ 0.00
6. Total Completed Less Retainage: \$ 101,790.00
7. Less Previous Applications: \$ 0.00

8. Current Payment Due, This Application: \$ 101,790.00

9. Contract Balance (Including Retainage): \$ 237,510.00

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	0.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	0.00	0.00
NET of Change Orders:	0.00	

CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

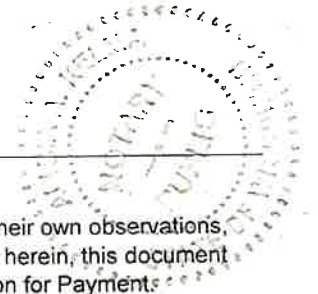
(Authorizing Signature)

ACCURATE CONTROLS, INC.

Date: JUN 16, 2026

State Authorized: Wisconsin
County of: Fond du Lac

Subscribed and sworn to before me this 16th day of June, 2026
Notary Public: Alvin A. Kelm
My Commission expires: 8-31-2029



ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED:

(Architects Signature) Date: _____

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 2 of 2 Pages

From:
ACCURATE CONTROLS, INC.
420 E. OSHKOSH ST.
RIPON, WI 54971

To:
SEWARD COUNTY
261 S. 8TH STREET, STE 099
SEWARD, NE 68434

Project:
VMS UPGRADE 2026
SEWARD COUNTY
VMS SYSTEM & SECURITY CONTROL
COMPUTER UPGRADE

Application No: 1
Application Date: 6/16/2026
Period To: 6/30/2026
Contract Date: 5/20/2026
Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (if Variable Rate)
			From Previous Application (D + E)	This Period					
1	SUBMITTAL DEV	34,045.00	0.00	10,213.50	0.00	10,213.50	30	23,831.50	0.00
2	ENGINEERING	34,045.00	0.00	10,213.50	0.00	10,213.50	30	23,831.50	0.00
3	PROJECT MANAGEMENT	29,931.00	0.00	8,979.30	0.00	8,979.30	30	20,951.70	0.00
4	ONSITE TERMINATIONS HEADEND	74,465.00	0.00	22,339.50	0.00	22,339.50	30	52,125.50	0.00
5	ONSITE TECH ASSIS, TRAINING	10,650.00	0.00	3,195.00	0.00	3,195.00	30	7,455.00	0.00
6	SOFTWARE DEV. TOUCHSCREEN	10,785.00	0.00	3,235.50	0.00	3,235.50	30	7,549.50	0.00
7	TOUCHSCREEN CNTRL & MNGMNT	20,680.00	0.00	6,204.00	0.00	6,204.00	30	14,476.00	0.00
8	PLC NETWORK SYS	14,365.00	0.00	4,309.50	0.00	4,309.50	30	10,055.50	0.00
9	UPS SYSTEM	1,003.00	0.00	300.90	0.00	300.90	30	702.10	0.00
10	VIDOE MNGMNT & RECORDING	109,331.00	0.00	32,799.30	0.00	32,799.30	30	76,531.70	0.00
		339,300.00	0.00	101,790.00	0.00	101,790.00	30	237,510.00	0.00