NOTICE OF PUBLIC MEETING OF
SEWARD COUNTY BOARD OF COMMISSIONERS
TUESDAY, NOVEMBER 3, 2026

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

Brandy Johnson, Seward County Clerk

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

Known items on the agenda for Board of Commissioners on November 3, 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 October 27, 2026
4. Discuss/Action – Claims through October 23, 2026

Other Business Matters to Address When Time Allows

5. Consent Agenda:
   a) Debris Removal Agreement with Hartmann Construction for Bridge #2205P and #2615 Affected by the October Flooding Event
6. Discuss/Action - Agenda for November 10, 2026

9:05 a.m. Discuss/Action – Accept the Resignation of Sheriff Mike Vance

Discuss/Action – Identify Appointee to Fill Vacancy of Sheriff

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 11/02/2026

Seward
County
Clerk

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

Novemver 3, 2026

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

November 3, 2026

	TRANSFER	REG. MTHLY AMT	TOTAL
GENERAL FUND 100	$82,169.12	$72,060.43	$154,229.55
ROAD FUND 300		$106,989.39	$106,989.39
ROAD BUYBACK FUND 650		$0.00	$0.00
SPECIAL ROAD FUND 700		$0.00	$0.00
DEBT SERVICE FUND - JUSTICE CENTER 900		$0.00	$0.00
SINKING FUND 0950		$0.00	$0.00
VISITORS PROMOTION FUND 990		$1,038.86	$1,038.86
VISITORS IMPROVEMENT FUND 995		$0.00	$0.00
ASSESSOR REAPPRAISAL 1100		$0.00	$0.00
REGISTER OF DEEDS FUND 1150		$0.00	$0.00
HEALTH CLAIM FUND 1250		$62,000.00	$62,000.00
VETERANS AID FUND 1900		$0.00	$0.00
AGING SERVICE FUND 2250		$0.00	$0.00
OPIOID FUND 2320		$0.00	$0.00
DRUG LAW ENFORCE FUND 2360		$120.03	$120.03
PROBLEM SOLVING COURT 2390		$0.00	$0.00
CO ATTY FED DRUG LAW ENF FUND 2410		$0.00	$0.00
CO ATTY TREASURY FUND 2411		$0.00	$0.00
TREASURY FUNDS (SHERIFF DRUG) 2412		$0.00	$0.00
JUSTICE FUNDS 2414		$0.00	$0.00
HOUSE ARREST FUND 2435		$0.00	$0.00
ATTORNEY GRANT FUND 2500		$0.00	$0.00
EMERGENCY MGR GRANT FUND 2501		$5,633.90	$5,633.90
E911 GRANT FUND 2502		$0.00	$0.00
ROAD GRANT FUND 2503		$1,447.44	$1,447.44
MISC GRANT FUND 2504		$0.00	$0.00
AMERICAN RELIEF FUND 2580		$0.00	$0.00
INHERITANCE TAX FUND 2700		$6,166.18	$6,166.18
E911 FUND 2910		$3,494.65	$3,494.65
911 WIRELESS SERVICE 2913		$4,627.97	$4,627.97
911 WIRELESS SERVICE 2914		$0.00	$0.00
COMMISSARY FUND 2965		$1,131.17	$1,131.17
TOTAL IMPREST FUND	$82,169.12	$264,710.02	**$346,879.14**

Dated this _____ day of _____, 20____.

_____

BRANDY JOHNSON (SEAL)

Seward
County Clerk

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

November 3, 2026

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

November 3, 2026

	REG. MTHLY AMT	TOTAL
GENERAL FUND 100	$291,347.04	$291,347.04
ROAD FUND 300	$68,701.73	$68,701.73
ROAD BUYBACK FUND 650	$0.00	$0.00
SPECIAL ROAD FUND 700	$0.00	$0.00
DEBT SERVICE FUND - JUSTICE CENTER 90	$0.00	$0.00
SINKING FUND 950	$0.00	$0.00
VISITORS PROMOTION FUND 990	$0.00	$0.00
VISITORS IMPROVEMENT FUND 995	$0.00	$0.00
ASSESSOR REAPPRAISAL FUND 1100	$0.00	$0.00
REGISTER OF DEEDS FUND 1150	$0.00	$0.00
HEALTH CLAIM FUND 1250	$0.00	$0.00
VETERANS AID FUND 1900	$0.00	$0.00
AGING SERVICE FUND 2250	$2,599.36	$2,599.36
DRUG LAW ENFORCE FUND 2360	$0.00	$0.00
PROBLEM SOLVING COURT 2390	$0.00	$0.00
CO ATTY FED DRUG LAW ENF FUND 2410	$0.00	$0.00
CO ATTY TREASURY FUND 2411	$0.00	$0.00
SHERIFF FED DRUG LAW ENF FUND 2412	$0.00	$0.00
SHERIFF FED DRUG ENFORCE FUND 2414	$0.00	$0.00
HOUSE ARREST FUND 2435	$0.00	$0.00
ATTORNEY GRANT FUND 2500	$2,998.78	$2,998.78
EMERGENCY MGR GRANT FUND 2501	$0.00	$0.00
E911 GRANT FUND 2502	$0.00	$0.00
ROAD GRANT FUND 2503	$0.00	$0.00
MISC GRANT FUND 2504	$0.00	$0.00
AMERICAN RELIEF FUND 2580	$0.00	$0.00
INHERITANCE TAX FUND 2700	$0.00	$0.00
E911 FUND 2910	$26,177.84	$26,177.84
911 WIRELESS SERVICE 2913	$0.00	$0.00
911 WIRELESS SERVICE 2914	$0.00	$0.00
COMMISSARY FUND 2965	$0.00	$0.00
TOTAL PERSONNEL IMPREST FUND	$391,824.75	**$391,824.75**

Dated this _____ day of _____, 20____.

_____

BRANDY JOHNSON
SEWARD COUNTY CLERK (SEAL)

Bridge 2205P

DEBRIS REMOVAL SERVICES AGREEMENT

This Debris Removal Services Agreement ("Agreement") is entered into between **Seward County, Nebraska** ("County") and Hartmann Construction, 1255 County Road 238 #10, Seward, Nebraska ("Contractor").

On October 1, 2026, pursuant to *Neb. Rev. Stat.* § 81-829.40, Nebraska Governor Jim Pillen, by proclamation, declared a state of emergency for the southeast counties of the State of Nebraska due to unprecedented flooding that occurred on September 30, 2026. The County suffered damage to county roads and bridges due to flooding and, therefore, falls under this proclamation. As a result, it is necessary for the County to contract to remove debris from bridges and/or roads.

The County enters into this contract with Hartmann Construction for the purpose of debris removal from bridges located in Seward County, Nebraska.. The work will be invoiced on an hourly basis, with the total cost not to exceed FIVE THOUSAND DOLLARS ($5,000.00). The Nebraska County Purchasing Act[1] does not require competitive or informal bids for purchases of property or services in an amount less than $10,000.00 and open market purchasing is allowable. Further, pursuant to C.F.R. § 200.320(c)(3), a public exigency or emergency will not permit a delay resulting from competitive solicitation of competitive bids.

1. PURPOSE AND FEDERAL FUNDING

The parties acknowledge that Nebraska state and/or Federal Emergency Management Agency ("FEMA") financial assistance may be used to fund all or a portion of this Agreement. Contractor shall comply with all applicable state laws and federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

Nothing in this Agreement guarantees reimbursement by FEMA or any other federal or state agency.

2. SCOPE OF WORK

Contractor shall furnish all labor, supervision, equipment, vehicles, fuel, materials, and other items necessary to perform debris removal work.

Work shall be limited to debris that the County authorizes for removal from locations identified by the Seward County Department of Roads. Contractor shall not remove debris from private property, perform work outside authorized areas, or perform additional work without prior authorization from the County.

Contractor shall comply with all applicable federal, state, and local laws and requirements governing collection, transportation, handling, recycling, and disposal of debris.

[1] Neb. Rev. Stat. §§ 23-3101 et. seq.

3. INDEPENDENT CONTRACTOR

The Contractor shall, at all times relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered employees of Seward County.

4. EMPLOYEE ELIGIBILITY

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

5. HOLD HARMLESS

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

6. INSURANCE

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

7. NON-DISCRIMINATION

Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, sex, national origin, age, disability, genetic information, sexual orientation, gender identity or expression, marital status, veteran status, or any other legally protected characteristic.

8. TERM AND COMPLETION

Work shall begin upon execution of this agreement by all parties and shall be completed no later than _____, unless the County authorizes an extension in writing.

The County may direct the order and location of work and may stop work that is outside the authorized scope, unnecessary, unsafe, or inadequately documented.

9. COMPENSATION

Contractor shall be compensated at an hourly rate, dependent upon the type of equipment and removal required. Said hourly rate, time expended, and description of services provided at that rate shall be detailed in any invoice presented for payment.

In no event shall total compensation under this Agreement exceed $5,000 without a written amendment executed by the County prior to the additional work commencing.

The contract price includes all labor, equipment, transportation, fuel, disposal fees, overhead, profit, taxes, insurance, and other costs necessary to complete the authorized work unless expressly stated otherwise.

This Agreement is not a cost-plus-percentage-of-cost or percentage-of-construction-cost contract.

10. DOCUMENTATION AND PAYMENT

As a condition of payment, Contractor shall submit an itemized invoice and documentation sufficient to establish the work performed and costs charged. At a minimum, documentation shall identify, as applicable:

- dates and locations of work;
- type and quantity of debris removed;
- number and type of loads or equipment used;
- disposal location;
- load tickets, weight tickets, disposal receipts, photographs, or other records requested by the County; and
- any other information reasonably required by the County for FEMA reimbursement.

The County may inspect and verify work and quantities before payment. The County is not required to pay for unauthorized work, ineligible debris, undocumented quantities, standby time, or work that does not comply with this Agreement.

11. FOREIGN ADVERSARY PROHIBITION CERTIFICATION

As provided in the Foreign Adversary Prohibition Certification completed and attached hereto, Contractor avers that it has and will comply with the terms of the Foreign Adversary Prohibition Act pursuant to Neb. Rev. Stat. 73-901 et. seq.

FOR THE COUNTY:

_____
Chair, Seward County Board of Commissioners

Date: _____

FOR THE CONTRACTOR:

Andy Hartmann
Signature

Andy Hartmann
Name

Owner
Title

Date: 29 Oct. 2026

Prepared by: Barbara J. Armstead, Deputy Seward County Attorney

Bridge 2615

DEBRIS REMOVAL SERVICES AGREEMENT

This Debris Removal Services Agreement ("Agreement") is entered into between **Seward County, Nebraska** ("County") and Hartmann Construction, 1255 County Road 238 #10, Seward, Nebraska ("Contractor").

On October 1, 2026, pursuant to *Neb. Rev. Stat.* § 81-829.40, Nebraska Governor Jim Pillen, by proclamation, declared a state of emergency for the southeast counties of the State of Nebraska due to unprecedented flooding that occurred on September 30, 2026. The County suffered damage to county roads and bridges due to flooding and, therefore, falls under this proclamation. As a result, it is necessary for the County to contract to remove debris from bridges and/or roads.

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1. PURPOSE AND FEDERAL FUNDING

The parties acknowledge that Nebraska state and/or Federal Emergency Management Agency ("FEMA") financial assistance may be used to fund all or a portion of this Agreement. Contractor shall comply with all applicable state laws and federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

Nothing in this Agreement guarantees reimbursement by FEMA or any other federal or state agency.

2. SCOPE OF WORK

Contractor shall furnish all labor, supervision, equipment, vehicles, fuel, materials, and other items necessary to perform debris removal work.

Work shall be limited to debris that the County authorizes for removal from locations identified by the Seward County Department of Roads. Contractor shall not remove debris from private property, perform work outside authorized areas, or perform additional work without prior authorization from the County.

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

5. HOLD HARMLESS

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

6. INSURANCE

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

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Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, sex, national origin, age, disability, genetic information, sexual orientation, gender identity or expression, marital status, veteran status, or any other legally protected characteristic.

8. TERM AND COMPLETION

Work shall begin upon execution of this agreement by all parties and shall be completed no later than _____, unless the County authorizes an extension in writing.

The County may direct the order and location of work and may stop work that is outside the authorized scope, unnecessary, unsafe, or inadequately documented.

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In no event shall total compensation under this Agreement exceed $5,000 without a written amendment executed by the County prior to the additional work commencing.

The contract price includes all labor, equipment, transportation, fuel, disposal fees, overhead, profit, taxes, insurance, and other costs necessary to complete the authorized work unless expressly stated otherwise.

This Agreement is not a cost-plus-percentage-of-cost or percentage-of-construction-cost contract.

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FOR THE COUNTY:

_____
Chair, Seward County Board of Commissioners

Date: _____

FOR THE CONTRACTOR:

Andy Hartmann
Signature

Andy Hartmann
Name

Owener
Title

Date: 29 Oct. 2026

Prepared by: Barbara J. Armstead, Deputy Seward County Attorney

APPOINTMENT TO FILL VACANCY
IN THE OFFICE OF SEWARD COUNTY SHERIFF

This contract is entered into on this _____ day of November, 2026, by and between the County of Seward, Nebraska, hereinafter referred to as "the County" and _____.

The duties of county sheriff are found at *Neb. Rev. Stat.* §23-1701 et seq. and include the duty to serve or otherwise execute, according to law, and return writs or other legal process issued by lawful authority and directed or committed to the sheriff, to apprehend, on view or warrant, and bring to the court all felons and disturbers and violators of the criminal laws of this state, to suppress all riots, affrays, and unlawful assemblies which may come to his or her knowledge, generally to keep the peace and perform such other duties as may be required by law. Pursuant to *Neb. Rev. Stat.* §23-1703, the Seward County Sheriff has charge and custody over the county jail.

NOW, THEREAFTER, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

Purpose. A general election was held in Seward County on November 3, 2026, and a new sheriff was elected to the office of Seward County Sheriff. Pursuant to Neb. Const. art. XVI, sec. 14, the term of the sheriff-elect will begin Thursday, January 7, 2027. The incumbent sheriff has announced his retirement, effective November 6, 2026, which will result in a vacancy in the Office of the Seward County Sheriff beginning November 6, 2026, and continuing until the term of the sheriff-elect begins. *Neb. Rev. Stat.* §23-1701(4) governs the appointment of a successor in the event of a vacancy in the office of county sheriff. In the case of such vacancy, the county board may appoint a law enforcement officer that is qualified pursuant to *Neb. Rev. Stat.* §23-1701.01 from any Nebraska county. The Seward County Board hereby appoints _____ (hereinafter "Appointee") to the office of the Seward County Sheriff to complete the current term.

Qualifications. Appointee possesses a law enforcement officer certificate or diploma issued by the Nebraska Commission on Law Enforcement and Criminal Justice. A standardized letter issued by the director of the Nebraska Law Enforcement Training Center certifying that Appointee was duly issued such certificate or diploma shall be filed with the Seward County Clerk. In the event this appointment will exceed eight months, Appointee shall attend the Sheriff's Certification Course conducted by the Nebraska Law Enforcement Training Center and obtain a certificate awarded by the Nebraska Commission on Law Enforcement and Criminal Justice attesting to satisfactory completion of such course within eight months after taking office unless they have already been awarded a certificate by the commission attesting to satisfactory completion of such course or unless they can demonstrate to the Nebraska Police Standards Advisory Council that previous training and education is such that they will professionally discharge the duties of the office. Appointee represents and certifies that he or she is otherwise qualified and in good standing as a law enforcement officer in the State of Nebraska.

Term. This appointment shall take effect immediately upon the vacancy in the office of the Seward County Sheriff on November 6, 2026, and end at such time as the term of the sheriff-elect begins, unless earlier terminated as allowed herein.

Status. Appointee shall be an employee of Seward County, Nebraska, and shall be entitled to all benefits and entitlements afforded to Seward County employees. Appointee shall follow all personnel rules and policies set forth by the County in executing the duties of the Office of Sheriff.

Compensation. Compensation for the term beginning November 6, 2026, and ending December 31, 2026, shall be based on the 2026 annual wage of $125,300.00, prorated to the effective dates of this appointment and payable consistent with Seward County payroll methods and schedule. Compensation beginning January 1, 2027, shall be based on the 2027 annual wage of $124,800.00, prorated to the effective dates of this appointment and payable consistent with Seward County payroll methods and schedule.

Duties. During the term of appointment, Appointee shall exercise the powers and perform all duties conferred and imposed by statute and by the common law upon the Office of Sheriff.

Termination. This contract may be terminated by either party for any reason upon no less than fourteen (14) days' written notice to the other party and Seward County Human Resources.

Equal Employment. With regard to duties under this appointment, Appointee shall not discriminate against any individual or group on the grounds of race, color, religion, sex, national origin, age, disability, genetic information, sexual orientation, gender identity or expression, marital status, veteran status, or any other legally protected characteristic.

_____ Date: _____
Appointee

_____ Date: _____
Chair/Vice-Chair
Seward County Board of Commissioners