

May Meeting  
Monday, May 8, 2023 7:00 PM

Media Center, Amherst School  
100 North Sycamore  
Amherst, NE 68812-0008

## **Agenda**

1. Call meeting to order
  - 1.1. Pledge of Allegiance
2. Notice of adherence to the Open Meeting Law
3. Roll Call
  - 3.1. Excuse absent Board members
4. Approval of Minutes, Claims and Reports
  - 4.1. Review previous meeting minutes
  - 4.2. Review financial reports and monthly claims
  - 4.3. Board Action on consolidated motion for approving Minutes, Claims and Financial Reports
5. Public Comment
6. Reports and communications from board members.
7. Principal's Report
8. Superintendent's Report
9. Old Business
10. New Business
  - 10.1. Approve Bond Payment
  - 10.2. Approve Transfer from Liquid Asset fund to Sampson Construction.
  - 10.3. Accept Teacher Resignation
  - 10.4. Scoreboards North Gym
  - 10.5. Sound System North Gym
  - 10.6. Doner agreement
11. Miscellaneous or non-action items
12. Executive Session
13. Adjourn

# Open Meetings Act

## § 84-1407. Act, how cited.

Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

Source: Laws 2004, LB 821, § 34.

## 84-1408. Declaration of intent; meetings open to public.

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

Source: Laws 1975, LB 325, § 1; Laws 1996, LB 900, § 1071; Laws 2004, LB 821, § 35.

## § 84-1409. Terms, defined.

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

Source: Laws 1975, LB 325, § 2; Laws 1983, LB 43, § 1; Laws 1989, LB 429, § 42; Laws 1989, LB 311, § 14; Laws 1992, LB 1019, § 124; Laws  
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1993, LB 635, § 1; Laws 1996, LB 1044, § 978; Laws 1997, LB 798, § 37; Laws 2004, LB, § 36; Laws 2007, LB296, § 810; Laws 2011, LB366, § 2.

## § 84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

**Source:** Laws 1975, LB 325, § 3; Laws 1983, LB 43, § 2; Laws 1985, LB 117, § 1; Laws 1992, LB 1019, § 125; Laws 1994, LB 621, § 1; Laws 1996, LB 900, § 1072; Laws 2004, LB 821, § 37; Laws 2004, LB 1179, § 1; Laws 2006, LB 898, § 1; Laws 2011, LB390, § 29; Laws 2012, LB995, § 17.

**§ 84-1411. Meetings of public body; notice; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body.**

(1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (a) twenty-four hours before the scheduled commencement of the meeting or (b) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public power and irrigation district having a chartered territory of more

than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

(a) Reasonable advance publicized notice is given;

(b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;

(c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;

(d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and

(e)(i) Except as provided in subdivision (2)(c)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or

(ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

(a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;

(b) Reasonable advance publicized notice is given which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;

(c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;

(d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;

(g) The telephone conference call lasts no more than five hours; and

(h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that:

(i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and

(ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to

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circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by means of electronic or telecommunication equipment. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

**Source:** Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB 199, § 9; Laws 2009, LB 361, § 2; Laws 2012, LB 735, § 1; Laws 2013, LB 510, § 1; Laws 2017, LB 318, § 1; Laws 2019, LB 212, § 5.

**Effective Date: September 1, 2019**

**§ 84-1412. Meetings of public body; rights of public; public body; powers and duties.**

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making a telephone conference call available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act;

(f) Reasonable arrangements are made to provide viewing at other in-state locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and

(g) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) The public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

(8) Public bodies shall make available at the meeting or the in-state location for a telephone conference call or videoconference, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

**Source:** Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB 962, § 1.

**§ 84-1413. Meetings; minutes; roll call vote; secret ballot; when.**

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

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(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

**Source:** Laws 1975, LB 325, § 6; Laws 1978, LB 609, § 3; Laws 1979, LB 86, § 9; Laws 1987, LB 663, § 26; Laws 2005, LB 501, § 1; Laws 2009, LB 361, § 3; Laws 2015, LB 365, § 2; Laws 2016, LB 876, § 1.

**§ 84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.**

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

**Source:** Laws 1975, LB 325, § 9; Laws 1977, LB 39, § 318; Laws 1983, LB 43, § 5; Laws 1992, LB 1019, § 126; Laws 1994, LB 621, § 2; Laws 1996, LB 900, § 1074; Laws 2004, LB 821, § 40; Laws 2006, LB 898, § 4.

**April Meeting**  
Media Center, Amherst School  
Monday, April 10, 2023 7:00 PM

Terry Abbott: Present  
Les Adelung: Present  
Jess Day: Present  
Ryan Fisher: Present  
Karen Harmony: Present  
Casey Mitchell: Present, arrived at 7:58

Visitors present: Mr. Matt Gordon, Mr. Roger Thomsen, Marci Day, Tessa Dobish, Stephanie Stubbs, Malissa Kissinger

**Motion to** approve Minutes, Claims and financial Reports. This motion, made by Ryan Fisher and seconded by Jess Day, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea

**Moved to** approve a contract with ESU 10 for Title Services for the 23/24 school year. This motion, made by Terry Abbott and seconded by Les Adelung, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Abstain (With Conflict)

**Motion to** approve the March payment from the Nebraska Liquid Asset Fund to Sampson Construction for \$588,972. This motion, made by Ryan Fisher and seconded by Les Adelung, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea

**Motion to** accept the teacher resignations of Sarah Leary and Riley Sheets, at the end of the 22/23 school year. This motion, made by Terry Abbott and seconded by Karen Harmony, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea

**Motion to** approve teaching contracts for Preston Peterson, Middle School, and Jessika Lehmann, Elementary. This motion, made by Jess Day and seconded by Terry Abbott, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea

**Motion to** approve on the first reading of the update to Policy 312, Superintendent Evaluation and waive the second reading. This motion, made by Terry Abbott and seconded by Les Adelung, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

**Motion to** approve the first reading of the update of Policy 710, Option Students, and waive the second reading. This motion, made by Ryan Fisher and seconded by Les Adelung, Passed.

Jess Day: Nay, Terry Abbott: Yea, Les Adelung: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

**Motion to** approve the review of 300 Policies This motion, made by Terry Abbott and seconded by Jess Day, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

**Motion to** adjourn at 9:03 pm. This motion, made by Casey Mitchell and seconded by Les Adelung, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

President Adelung began the Regular Board Meeting in the Media Center at 7:00 PM. President Adelung made known the location of the "Open Meetings Law" poster, which is hanging on the Media Center's wall. Mr. Gordon informed the Board that Chuck and Jean Kasson will be retiring at the end of the year from their bus and para positions. He thanked them for their years of service. Mr. Thomsen discussed parking lot upgrades, leave days, and next year's schedule. The possible purchase of a floor scrubber was mentioned. Mr. Gordon also gave a construction update.

**FINANCIAL REPORT For April 30, 2023**

Fund	Bank	Interest	Co. Treas	NSDLAF	Int.	TOTAL	Mo. Intr.	Balances
	04/30/23		03/31/23	04/30/23		04/30/23		04/30/22
<b>General</b>	1,274,103.07	804.29	239,007.24	510,945.77	1,906.40	1,785,048.84	2,710.69	2,050,292.04
<b>Lunch</b>	32,093.25	2.47				32,093.25	2.47	35,003.89
<b>Petty Cash</b>	3,173.20					3,173.20		2,346.76
<b>Activity</b>	212,641.48	48.02				212,641.48	48.02	182,275.65
<b>Retirement</b>	46,861.45					46,861.45		44,431.78
<b>Spe. Bld.</b>	60,468.91	28.29	5,424.07	241.51	0.90	60,710.42	29.19	10,848,306.93
<b>Handicp</b>	1,110.84	0.51		516.92	1.93	1,627.76	2.44	1,107.49
<b>Deprec.</b>	557,438.57	273.27		450.73	1.68	557,889.30	274.95	598,518.51
<b>Unemployment</b>	9,049.48			2,283.44	8.52	11,332.92	8.52	9,049.48
<b>Caf. Plan</b>	9,112.88					9,112.88		7,523.62
<b>Bond</b>	182,531.51	66.67	39,552.10			182,531.51	66.67	109,657.93
<b>Construction</b>	-	-		5,220,103.58	19,575.55	5,220,103.58	19,575.55	
<b>TOTAL</b>	\$ 2,388,584.64	\$ 1,223.52	\$ 283,983.41	\$ 5,734,541.95	\$ 21,494.98	\$ 8,123,126.59	\$ 22,718.50	\$ 13,888,514.08

\*Constrution balance after pay app 11 paid 5/5/23 4,631,131.58

interest.7% General fund, Bond Fund, Special Building, and Depreciation Funds  
 interest .1% on all other accounts Liquid Asset Fund 4.56%

	Budgeted	Spent to Date	Budget percentage
General Fund	\$ 5,435,500.00	\$ 3,315,558	5.67%
Lunch Fund	\$ 270,500.00	\$ 214,345	-12.57%

Construction Project Account Spending			
Construction			\$ 5,453,756.35
Depreciation			\$ 50,226.60
General Fund			\$ 1,596,474.66
Special Building			\$ 2,003,124.80
<b>Total Project Spending</b>			<b>\$ 9,103,582.41</b>

Construction Spending					
DATE	CK#	ACCOUNT (special/ag/gen/constr)	VENDOR	DESCRIPTION	Disbursed
1/11/21	33060	general		Buffalo County Election Commissioner	100.00
8/9/21	33554	general		Wilkins Architecture Design Planning LLC	4,100.00
9/11/21	33627	general		Wilkins Architecture Design Planning LLC	1,300.00
10/10/21	33703	general		Wilkins Architecture Design Planning LLC	1,333.92
11/7/21	33778	general		Wilkins Architecture Design Planning LLC	1,300.00
12/11/21	33844	general		Wilkins Architecture Design Planning LLC	163,185.18
12/11/21	33801	general		Buffalo County Election Commissioner	3,746.91
2/14/22	33981	general		Wilkins Architecture Design Planning LLC	195,992.92
3/13/22	34037	general		Wilkins Architecture Design Planning LLC	183,690.11
4/10/22	34105	general		Wilkins Architecture Design Planning LLC	62,267.50
5/8/22	34179	general		Wilkins Architecture Design Planning LLC	41,614.87
5/11/22	34183	general		Dawson Public Power	\$ 28,655.13
6/12/22	34209	general		Dawson Public Power	\$ 3,935.00
6/12/22	34246	general		Black Hills Energy	\$ 17,353.62
7/8/22	34315	general		Wilkins Architecture Design Planning LLC	\$ 10,241.33
7/8/22	34294	general		Nickman Brothers LLC	\$ 1,125.00
7/8/22	34260	general		B2 Environmental	\$ 750.00
8/6/22	34383	general		Wilkins Architecture Design Planning LLC	\$ 10,218.71
8/6/22	34373	general		Sampson Construction Co Inc	\$ 141,945.00
8/6/22		special building		Sampson Construction Co Inc	\$ 149,645.00
8/6/22		Depreciation		Sampson Construction Co Inc	\$ 2,638.00
9/11/22		general		Wilkins Architecture Design Planning LLC	\$ 10,214.84
9/11/22		general		Sampson Construction Co Inc	\$ 54,173.70
9/11/22		special building		Sampson Construction Co Inc	\$ 537,898.50
9/11/22		Depreciation		Sampson Construction Co Inc	\$ 12,600.00
9/11/22		general - esserIII		Trane	\$ 9,728.74
10/9/22		general - esserIII		Trane	\$ 71,471.02
10/9/22		Depreciation		Sampson Construction Co Inc	\$ 8,194.00
10/9/22		special building		Sampson Construction Co Inc	\$ 610,163.00
10/9/22		special building		Sampson Construction Co Inc	\$ 705,418.00
10/9/22		general		Sampson Construction Co Inc	\$ 17,925.00
10/9/22		general		Wilkins Architecture Design Planning LLC	\$ 10,198.10
10/9/22		general		Wilkins Architecture Design Planning LLC	\$ 10,218.71
10/31/22		NLAF		Sampson Construction Co Inc	\$ 1,467,945.00
11/10/22		general - esserIII		Trane	\$ 1,681.64
11/10/22		general		Sampson Construction Co Inc	\$ 62,739.00

In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: 1/31/2023  
ARCHITECT'S PROJECT NO: 21072

**AMHERST PUBLIC SCHOOLS ADDITION/RENOVATION**

ITEM NO.	Description of Work	Scheduled Value	WORK COMPLETED		MATERIAL PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)	TOTAL TO BE PAID	ACCOUNT (GEN, CONST, DEP, SPE)
			From Previous Application D+E	This Period							
1	EXCAVATION & GRADING	226,637	112,213	0	0	112,213	50%	114,424	11,332	0	
2	TERMITE PROTECTION	4,500	4,500	0	0	4,500	100%		225	0	
3	SELECTIVE DEMOLITION	184,086	48,035	6,995	0	55,030	30%	129,056	9,204	6995	DEPRECIATION
4	FENCE	2,500	0	0	0	0	0%	2,500	125	0	
5	RESTEEL	148,616	128,472	0	0	128,472	86%	20,144	7,431	0	
6	CONCRETE	880,002	663,486	53,446	0	716,932	81%	163,070	44,000	53446	CONSTRUCTION
7	PRECAST HOLLOW CORE	39,600	39,600	0	0	39,600	100%		1,980	0	
8	MASONRY	391,150	335,746	0	0	335,746	86%	55,404	19,558	0	
9	STEEL MATERIAL	471,351	385,605	0	0	385,605	82%	85,746	23,568	0	
10	STEEL & PRECAST ERECTION	482,210	376,657	0	0	376,657	78%	105,553	24,111	0	
11	ROUGH CARPENTRY	108,829	29,693	0	0	29,693	27%	79,136	5,441	0	
12	CASEWORK	128,218	33,359	81,383	0	114,742	89%	13,476	6,411	81383	CONSTRUCTION
13	FINISH CARPENTRY	93,280	10,965	11,510	0	22,475	24%	70,805	4,664	11510	CONSTRUCTION
14	EXPANSION JOINTS	14,932	14,932	0	0	14,932	100%		747	0	
15	METAL WALL PANELS/SOFFIT	6,240	0	0	0	0	0%	6,240	312	0	
16	ROOFING	258,874	232,841	25,533	0	258,374	100%	500	12,944	25533	CONSTRUCTION
17	TRANSLUCENT PANELS	31,345	31,345	0	0	31,345	100%		1,567	0	
18	JOINT SEALANTS	23,313	0	0	0	0	0%	23,313	1,166	0	
19	DOORS/FRAMES/HARDWARE	205,938	205,480	0	0	205,480	100%	458	10,297	0	
20	OVERHEAD DOORS	62,016	0	0	0	0	0%	62,016	3,101	0	
21	ALUMINUM GLASS/GLAZING/CURTAINWALL	126,594	56,400	22,948	0	79,348	63%	47,246	6,330	22948	CONSTRUCTION
22	DRYWALL	1,450,182	840,500	339,400	0	1,179,900	81%	270,282	72,509	339400	CONSTRUCTION
23	ACOUSTICAL CEILINGS	137,514	30,600	5,600	0	36,200	26%	101,314	6,876	5600	CONSTRUCTION
24	CARPET/CERAMIC TILE	163,191	103,695	24,328	0	128,023	78%	35,168	8,160	24328	CONSTRUCTION
25	GYM WOOD FLOOR	158,180	0	0	0	0	0%	158,180	7,909	0	
26	PAINTING/POLISHED FLOORS	234,476	175,000	0	0	175,000	75%	59,476	11,724	0	
27	SPECIALITIES	69,407	58,657	0	0	58,657	85%	10,750	3,470	0	
28	SIGNAGE	15,361	0	0	0	0	0%	15,361	768	0	
29	FLAGPOLE	3,095	0	3,095	0	3,095	100%		155	3095	CONSTRUCTION
30	LOCKERS	84,468	0	0	0	0	0%	84,468	4,223	0	
31	ACCESS DOORS	720	0	0	0	0	0%	720	36	0	
32	ATHLETIC EQUIPMENT	64,240	0	0	0	0	0%	64,240	3,212	0	
33	BLINDS	11,800	2,460	0	0	2,460	21%	9,340	590	0	
34	PRE-ENGINEERED METAL BUILDING	630,814	615,555	0	0	615,555	98%	15,259	31,541	0	
35	PRE-ENGINEERED METAL BUILDING INSULATION	62,450	62,450	0	0	62,450	100%		3,123	0	
36	FIRE PROTECTION SYSTEMS	150,040	101,185	11,652	0	112,837	75%	37,203	7,502	11652	CONSTRUCTION
37	SITE UTILITIES/MECHANICAL	2,327,962	1,614,801	145,800	0	1,760,601	76%	567,361	116,398	145800	CONSTRUCTION
38	ELECTRICAL	1,033,244	678,996	63,285	0	742,281	72%	290,963	51,662	63285	CONSTRUCTION
39	GENERAL CONDITIONS/SITE SUPPORT	1,028,453	580,642	0	0	580,642	56%	447,811	51,423	0	
40	PRECONSTRUCTION SERVICES	10,000	10,000	0	0	10,000	100%		500	0	
41	BUILDING PERMIT	25	25	0	0	25	100%		1	0	
42	MATERIAL TESTING & INSPECTION ALLOWANCE	45,000	22,896	1,927	0	24,823	55%	20,177	2,250	1927	CONSTRUCTION
43	SURVEYING ALLOWANCE	35,000	9,084	0	0	9,084	26%	25,916	1,750	0	
44	BUILDERS RISK	23,325	23,192	133	0	23,325	100%		1,166	133	CONSTRUCTION
45	GENERAL LIABILITY INSURANCE	35,078	22,592	2,313	0	24,905	71%	10,173	1,754	2313	CONSTRUCTION
46	CM CONTINGENCY	311,649	0	0	0	0	0%	311,649	15,582	0	
47	FEE@ 1.85%	219,246	141,741	14,788	0	156,529	71%	62,717	10,962	14788	CONSTRUCTION
48	BOND	57,420	57,054	0	0	57,054	99%	366	2,871	0	
	<b>GRAND TOTALS</b>	<b>12,252,571</b>	<b>7,860,454</b>	<b>814,136</b>	<b>0</b>	<b>8,674,590</b>	<b>71%</b>	<b>3,577,981</b>	<b>612,629</b>	<b>814,136</b>	

ACCOUNT TOTALS 12/31/2022	
TOTALS CONSTRUCTION	\$ 807,141.00
TOTALS DEPRECIATION	\$ 6,995
TOTALS GENERAL	\$ -
TOTALS SPECIAL	\$ -
CERTIFIED AMMOUNT	\$ 814,136

## 2022 CONSTRUCTION PROJECT BUDGET

Current Balance to Finish - as of 5/5/23

Sampson	\$ 5,004,746.00
Kitchen	\$ 183,790.84
HVAC	\$ 31,500.00
Wilkins	\$ 40,527.00
Total to finish	\$ 5,260,563.84

Major funds spending	Left in account
Construction	\$ 4,631,131.00
General	\$ 450,000.00
Specail Building	\$ 60,468.00
Deperciation Fund	\$ 200,000.00
	\$ 5,341,599.00

Orignial Contract	\$ 12,308,208.00
Current Contract	\$ 12,252,571.00
Owner contingency	\$ 55,637.00
Differnece in budget	\$ 81,035.16
Total owner Contingency	\$ 136,672.16
Contrator Contingency	\$ 107,000.00
Total Contingency	\$ 243,672.16

# Consolidated Check Listing

Direct Dep.	Check	Check Date	Payable To	Amount
<b>01 - GENERAL FUND</b>				
	00034934	05/06/2023	AED Superstore	456.44
	00034935	05/06/2023	Am. Family Life Assurance Co	1,793.03
	00034936	05/06/2023	AFLAC	226.04
	00034937	05/06/2023	Country Partners Cooperative	4,509.01
	00034938	05/06/2023	Arnold Motor Supply	74.32
	00034939	05/06/2023	Arrow Seed Company, Inc	1,187.00
	00034940	05/06/2023	DAS State Accounting - Central Finance	238.13
	00034941	05/06/2023	ASK Supply Co.	2,985.65
	00034942	05/06/2023	Heartland Bank	15.00
	00034943	05/06/2023	Blue Cross-Blue Shield	52,793.56
	00034944	05/06/2023	Buffalo Outdoor Power LLC	40.64
	00034945	05/06/2023	Coachmaster's Inc	458.70
	00034946	05/06/2023	Construction Rental Inc	153.01
	00034947	05/06/2023	Culligan of Kearney	142.00
	00034948	05/06/2023	Cummins Sales and Service	518.97
	00034949	05/06/2023	Dawson Co Pub Power	4,434.79
	00034950	05/06/2023	Ecolab Pest Elimination	73.42
	00034951	05/06/2023	Erin M. McCartney, Chapter 13 Trustee	425.00
	00034952	05/06/2023	ESU 10	22,512.12
	00034953	05/06/2023	First Bankcard	1,283.88
	00034954	05/06/2023	Garrisons - McCook Lettering	70.00
	00034955	05/06/2023	Heartland Bank	46,748.36
	00034956	05/06/2023	Hometown Leasing	492.30
	00034957	05/06/2023	Horace Mann	24.66
	00034958	05/06/2023	Houghton Mifflin Company	7,806.12
	00034959	05/06/2023	KSB School Law	35.00
	00034960	05/06/2023	Kully Pipe & Steel Supply	60.48
	00034961	05/06/2023	LandMark Implement, Inc	252.82
	00034962	05/06/2023	Lockmobile	8.25
	00034963	05/06/2023	Matheson-Linweld Tri-Gas Inc	605.34
	00034964	05/06/2023	Mcgraw-hill School Education Holdings, LLC	4,529.00
	00034965	05/06/2023	Menards - Kearney	315.45
	00034966	05/06/2023	Midwest Floor Specialists	140.40
	00034967	05/06/2023	Miscellaneous Cash Account	1,142.33
	00034968	05/06/2023	T&T Mobile Washing	338.75
	00034969	05/06/2023	Nebraska Council of School Administrators	385.00
	00034970	05/06/2023	TK Elevator Corporation	327.69
	00034971	05/06/2023	Paper 101	4,081.51
	00034972	05/06/2023	Principal Life	754.46
	00034973	05/06/2023	Ravenna Sanitation	445.00
	00034974	05/06/2023	Renaissance Learning, Inc	9,999.00

# Consolidated Check Listing

Direct Dep.	Check	Check Date	Payable To	Amount
	00034975	05/06/2023	Retirement	42,523.11
	00034976	05/06/2023	Heartland Bank	6,387.66
	00034977	05/06/2023	Rixstine Recognition	29.10
	00034978	05/06/2023	School Mate	668.05
	00034979	05/06/2023	Black Hills Energy	3,030.53
	00034980	05/06/2023	Heartland Bank	4,323.36
	00034981	05/06/2023	Striv AV, LLC	96.40
	00034982	05/06/2023	Todd's Auto Repair	1,290.59
	00034983	05/06/2023	Trane U.S. Inc	14,498.00
	00034984	05/06/2023	Van Diest Supply Company	795.20
	00034985	05/06/2023	Verizon Wireless	143.64
	00034986	05/06/2023	Village Of Amherst Water Dept	840.71
	00034987	05/06/2023	Wilkins Architecture Design Planning LLC	10,216.18
	00034988	05/06/2023	Yandas Music	69.40
<b>01 - GENERAL FUND Totals:</b>				<b>257,794.56</b>
<b>02 - Depreciation Fund</b>				
	2305d 01	05/06/2023	Sampson Construction Co, Inc	6,995.00
<b>02 - Depreciation Fund Totals:</b>				<b>6,995.00</b>
<b>06 - LUNCH FUND</b>				
	00004551	05/06/2023	Cash-wa Dist Co	14,350.85
	00004552	05/06/2023	Domino's Pizza	840.00
	00004553	05/06/2023	Heartland Bank	1,813.64
	00004554	05/06/2023	Miscellaneous Cash Account	548.97
	00004555	05/06/2023	Retirement	1,436.22
	00004556	05/06/2023	Heartland Bank	245.63
<b>06 - LUNCH FUND Totals:</b>				<b>19,235.31</b>
<b>07 - Bond Fund</b>				
	2305e 01	05/06/2023	BOKF, NA	99,325.00
<b>07 - Bond Fund Totals:</b>				<b>99,325.00</b>
<b>08 - Special Building Fund</b>				
	2305f 01	05/06/2023	Trane U.S. Inc	22,165.69
<b>08 - Special Building Fund Totals:</b>				<b>22,165.69</b>
<b>Report Total:</b>				<b>405,515.56</b>



# ESTIMATE

Sign Center Inc.  
 Job #40639  
 05/03/2023

Megan Wright

**BILL TO**  
 Amherst Public School  
 100 N. Sycamore St.  
 Amherst, NE 68812  
 United States

1806 Central Ave  
 Kearney, NE - Nebraska 68845  
 United States  
 Phone: 308-237-2518  
 Email: graphics@signcenter-inc.com

QUANTITY	DESCRIPTION	UNIT COST	COST
1	2) 20x20 3.9mm Shot Clocks 160 Horizontal/160 Vertical viewing area Standard 5 Year Watchfire warranty applies.	\$5,305.90	\$5,305.90
1	Watchfire Ready Display 3.9mm 8'x15'  Up to 60FPS Ignite Sports Software Software Training – Web Base Wall Mounting Brackets Tablet w/Wireless Access Point Tech Trip Spare Parts Novastar VX4SN w/scaling KVM Extender Premium Horn Custom Artwork Template Electrical Distribution Panel(s) Rack Watchfire 5-Year Parts Warranty Watchfire Lifetime Customer Support	\$74,967.33	\$74,967.33
1	Installation, 2 techs with a material lift Scaffolding	\$3,957.50	\$3,957.50
1	Watchfire Ready Display 3.9mm 6'x10'  Up to 60FPS Ignite Sports Software Software Training – Web Base Wall Mounting Brackets Tablet w/Wireless Access Point Tech Trip Spare Parts Novastar VX4SN w/scaling KVM Extender Premium Horn Custom Artwork Template Electrical Distribution Panel(s) Rack Watchfire 5-Year Parts Warranty Watchfire Lifetime Customer Support	\$50,239.40	\$50,239.40

1	2) 19.5x19.5 Locker room clocks 60 FPS 180 viewing angle Standard 5 Year Watchfire warranty applies.	\$5,315.40	\$5,315.40
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THIS AGREEMENT IS ACCEPTED AND APPROVED BY:

Subtotal \$139,785.53

Total Tax \$0

**Amherst Public School**

**Sign Center Inc.**

**TOTAL CONTRACT \$139,785.53**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Required Deposit \$112,000

Print: \_\_\_\_\_

Print: \_\_\_\_\_

FINAL BALANCE \$27,785.53

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Quote is good for 30 days. Shipping quotes may be adjusted if product takes longer than 30 days to manufacture. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will be and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, including weather. All work scheduling depends upon weather permitting. Sign Center Inc. is not responsible for weather damaging new signs that were installed, otherwise known as "acts of God". There are no warranties provided for any and all "acts of God". Customers need to carry fire, tornado and other necessary insurance. Sign Center employees are fully covered by Worker's Compensation Insurance. Sign Center's insurance company can provide a certificate of insurance if requested.

Licensed engineer or electrician services: All engineering fees and/or electrical fees associated with work performed by licensed engineers and electricians are not included in Sign Center's project quotes. Sign Center can suggest a licensed engineer or electrician but will not be held responsible for their work on your project. Sign Center is not to be held responsible as a general contractor overseeing their work. Sign Center will not be responsible for paying their fees for work they perform on your project. If work is performed on your signage project by a licensed engineer or electrician, you will need to be directly invoiced by those service providers and pay them directly for their work they provided.

Soil: All work below grade has been priced based on normal soil conditions. In the event of soil problems, all extra concrete, time and backhoe work will be billed in addition to the quoted contract price. All material is guaranteed to be as specified.

Payment: Final balances are DUE on date of job completion. If paying with credit/debit cards: A convenience fee of 4% of the total payment amount will be billed to you when a credit or debit card is used for payments greater than \$1000.

Late fees: Customer agrees that all amounts not paid by the completion date stated on invoice sent by Sign Center Inc. are subject to a late fee of 18% per annum or the maximum rate allowable by law, and Customer agrees to pay such late fee.



# ESTIMATE

Sign Center Inc.  
 Job #40639  
 05/03/2023

Megan Wright

**BILL TO**  
 Amherst Public School  
 100 N. Sycamore St.  
 Amherst, NE 68812  
 United States

1806 Central Ave  
 Kearney, NE - Nebraska 68845  
 United States  
 Phone: 308-237-2518  
 Email: graphics@signcenter-inc.com

QUANTITY	DESCRIPTION	UNIT COST	COST
1	2'x15' cabinet to go above large scoreboard Black cabinet with polycarb face Printed translucent graphics 7 year vinyl with 5 year UV protected overlamine LED Modules and Driver	\$2,490.12	\$2,490.12
1	2' 0" tall x 10' 0" long x 6.5" deep; Black cabinet with polycarb face Printed translucent graphics 7 year vinyl with 5 year UV protected overlamine LED Modules and Driver	\$2,015.63	\$2,015.63
1	Install cabinet signs above scoreboards	\$2,091	\$2,091

THIS AGREEMENT IS ACCEPTED AND APPROVED BY:

**Amherst Public School**

**Sign Center Inc.**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Subtotal \$6,596.75

Total Tax \$0

**TOTAL CONTRACT \$6,596.75**

Required Deposit \$3,298.38

FINAL BALANCE \$3,298.37

Quote is good for 30 days. Shipping quotes may be adjusted if product takes longer than 30 days to manufacture. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will be and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, including weather. All work scheduling depends upon weather permitting. Sign Center Inc. is not responsible for weather damaging new signs that were installed, otherwise known as "acts of God". There are no warranties provided for any and all "acts of God". Customers need to carry fire, tornado and other necessary insurance. Sign Center employees are fully covered by Worker's Compensation Insurance. Sign Center's insurance company can provide a certificate of insurance if requested.

Licensed engineer or electrician services: All engineering fees and/or electrical fees associated with work performed by licensed engineers and electricians are not included in Sign Center's project quotes. Sign Center can suggest a licensed engineer or electrician but will not be held responsible for their work on your project. Sign Center is not to be held responsible as a general contractor overseeing their work. Sign Center will not be responsible for paying their fees for work they perform on your project. If work is performed on your signage project by a licensed engineer or electrician, you will need to be directly invoiced by those service providers and pay them directly for their work they provided.

Soil: All work below grade has been priced based on normal soil conditions. In the event of soil problems, all extra concrete, time and backhoe work will be billed in addition to the quoted contract price. All material is guaranteed to be as specified.

Payment: Final balances are DUE on date of job completion. If paying with credit/debit cards: A convenience fee of 4% of the total payment amount will be billed to you when a credit or debit card is used for payments greater than \$1000.  
Late fees: Customer agrees that all amounts not paid by the completion date stated on invoice sent by Sign Center Inc. are subject to a late fee of 18% per annum or the maximum rate allowable by law, and Customer agrees to pay such late fee.



# ESTIMATE

Sign Center Inc.  
 Job #40639  
 05/03/2023

Megan Wright

**BILL TO**  
 Amherst Public School  
 100 N. Sycamore St.  
 Amherst, NE 68812  
 United States

1806 Central Ave  
 Kearney, NE - Nebraska 68845  
 United States  
 Phone: 308-237-2518  
 Email: graphics@signcenter-inc.com

QUANTITY	DESCRIPTION	UNIT COST	COST
1	2'x15' cabinet to go above large scoreboard Black cabinet with polycarb face Printed translucent graphics 7 year vinyl with 5 year UV protected overlamine LED Modules and Driver	\$2,490.12	\$2,490.12
1	2' 0" tall x 10' 0" long x 6.5" deep; Black cabinet with polycarb face Printed translucent graphics 7 year vinyl with 5 year UV protected overlamine LED Modules and Driver	\$2,015.63	\$2,015.63
1	Install cabinet signs above scoreboards	\$2,091	\$2,091

THIS AGREEMENT IS ACCEPTED AND APPROVED BY:

**Amherst Public School**

**Sign Center Inc.**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Subtotal \$6,596.75

Total Tax \$0

**TOTAL CONTRACT \$6,596.75**

Required Deposit \$3,298.38

FINAL BALANCE \$3,298.37

Quote is good for 30 days. Shipping quotes may be adjusted if product takes longer than 30 days to manufacture. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will be and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, including weather. All work scheduling depends upon weather permitting. Sign Center Inc. is not responsible for weather damaging new signs that were installed, otherwise known as "acts of God". There are no warranties provided for any and all "acts of God". Customers need to carry fire, tornado and other necessary insurance. Sign Center employees are fully covered by Worker's Compensation Insurance. Sign Center's insurance company can provide a certificate of insurance if requested.

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Soil: All work below grade has been priced based on normal soil conditions. In the event of soil problems, all extra concrete, time and backhoe work will be billed in addition to the quoted contract price. All material is guaranteed to be as specified.

Payment: Final balances are DUE on date of job completion. If paying with credit/debit cards: A convenience fee of 4% of the total payment amount will be billed to you when a credit or debit card is used for payments greater than \$1000.  
Late fees: Customer agrees that all amounts not paid by the completion date stated on invoice sent by Sign Center Inc. are subject to a late fee of 18% per annum or the maximum rate allowable by law, and Customer agrees to pay such late fee.

## **GIFT ACCEPTANCE AGREEMENT**

This GIFT ACCEPTANCE AGREEMENT (the "Agreement") is made on \_\_\_\_\_, 2023, by and between **Buffalo County School District No. 10-0119**, commonly known as **Amherst Public Schools** (the "District") and \_\_\_\_\_ ("Donor") (collectively, the "Parties").

### **RECITALS**

A. WHEREAS, Donor desires to make a financial gift to the District to support its students and activities;

B. WHEREAS, the District desires to accept Donor's financial gift and may choose to recognize Donor's gift consistent with this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth herein, the Parties agree as follows:

### **AGREEMENT**

1. **Financial Gift.** [GIFT 1: \$25,000 over 5 Years] Donor desires and agrees to donate \$25,000 to the District (the "Gift"). Donor will make five \$5,000 payments in fulfillment of the donation, one \$5,000 donation per year, to be sent to the Superintendent of the District on or about \_\_\_\_\_ of each year starting in 2023 and ending in 2027.

[GIFT 2: \$5,000 over 5 years] Donor desires and agrees to donate \$5,000 to the District (the "Gift"). Donor will make five \$1,000 payments in fulfillment of the donation, one \$1,000 donation per year, to be sent to the Superintendent of the District on or about \_\_\_\_\_ of each year starting in 2023 and ending in 2027.

2. **District Acceptance of Gift and Recognition.** Pursuant to its policies and practices for receipt of financial donations, the District hereby accepts Donor's Gift, which the Board of Education (the "Board") has determined is consistent with the District's mission and objectives. The Parties agree that upon the District's acceptance of the Gift, the Gift shall become the sole property of the District and that the Gift will be under the complete control of the District, which will not have any obligation to repay or refund the Gift for any reason. In recognition of Donor's generosity, the District plans to display a sign in its gymnasium through the end of the school year in which the final annual donation is made, unless otherwise indicated herein. The Donor understands and agrees that this is not a guarantee and that any signage recognition may be removed by the District.

3. **District Sole Discretion for Signage.** The decision to recognize Donor's Gift rests completely with the District through its Board or Board designee. Any signage displayed in recognition of the Gift is District property and speech, paid for by the District, and the Board authorizes the Superintendent to determine what is displayed. The District plans to display no more than the name, logo/mark, and telephone number of the Donor. The District is choosing not to display any catchphrases or slogans even if unique to the Donor to ensure uniformity and to eliminate constitutional questions such as free speech and expression. Any logo/mark that contains such a catchphrase or slogan may not be

used, and a substitute may be requested. The Donor agrees that any signage is not speech of the Donor but property of the District, and the Donor agrees to make the Gift notwithstanding these limitations. The Donor will provide the name, logo/mark, and telephone number they wish to be displayed. The Superintendent will review these submissions to ensure compliance with this agreement and all applicable laws and policies, including prohibitions on displays promoting alcohol and drug use, profanity, obscenity, and other content not appropriate for a K-12 school setting. The Superintendent's decision will be final.

4. **Disclaimer of Tax Consequences.** The District makes no representation or warranty as to the deductibility or tax consequences of Donor's financial gift hereunder and disclaims all liability and responsibility for any adverse or disappointing tax consequences that arise from or are related to Donor's financial gift.

5. **Public Records.** The Parties acknowledge that District must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined by law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement. The Parties agree that they will cooperate with each other in assisting the District to meet these compliance obligations.

6. **Authority to Execute Agreement.** The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective entity and that this Agreement is binding upon their entity in accordance with its terms. The Board has authorized the Superintendent to sign this Agreement on behalf of the District.

7. **Successor and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties, and each of their respective insurers, legal representatives, heirs, devisees, successors, assigns, personal representatives, and agents.

8. **Entire Agreement.** This Agreement fully incorporates the entire agreement and understanding of the Parties, and there are no other oral or written agreements or understandings in effect among the Parties, relating to the subject matter of this Agreement. This Agreement supersedes all prior statements, representations, or warranties, oral or written, express or implied, regarding the subject matter of this Agreement; and no promise, representation, or agreement not expressed in this Agreement has been made to any Party.

9. **Voluntariness.** The Parties hereby acknowledge that this Agreement has been carefully read, that the contents hereof are fully known and understood, that the execution of this Agreement is the free and voluntary act of each of the undersigned, and that no Party is relying upon any advice, statement, or representation made to them by any other Party or any other Party's agents, representatives, or attorneys. Each Party is relying solely upon their own judgment and advice of their respective counsel.

10. **Construction.** All Parties have cooperated in the drafting and Preparation of this Agreement. Thus, this Agreement should not be construed for or against any Party.

11. **No Oral Modification.** This Agreement may not be changed, altered, or amended orally. No modification to this Agreement shall have any force or effect unless mutually agreed to in a writing signed by all Parties.

12. **Governing Law and Choice of Forum.** All aspects of this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska, without regarding to its choice of law rules. Any action between the Parties concerning causes of action arising from or related to this Agreement must be brought solely and exclusively in a Nebraska state trial court for Buffalo County, Nebraska, or in the United States District Court for the District of Nebraska; and the Parties hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to this Agreement, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or *forum non conveniens*.

13. **Counterparts and Copies.** This Agreement may be executed in any number of identical counterparts, any and all of which may contain the signatures of less than all of the Parties, and all of which shall be construed together as but a single instrument. A facsimile or electronic copy of the original signature of the authorized representative shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties have caused this RELEASE to be effective as of the date set forth above.

**DISTRICT**

**DONOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_