

March Meeting  
Monday, March 14, 2022 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 member
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. Reports and communications from patrons or staff
6. Reports and communications from board members.
7. Principal's Report
8. Superintendent's Report
  - 8.1. PK and Kindergarten Enrollment
9. Old Business
10. New Business
  - 10.1. Accept Resignations
  - 10.2. Approve Teaching Contract
  - 10.3. Para Payscale and leave
  - 10.4. Approve land purchase
  - 10.5. Daycare/Preschool cost increase for 22-23
11. Miscellaneous or non-action items
  - 11.1. Para-Position Updates
12. Executive Session
13. Adjourn

**February Meeting**  
Media Center, Amherst School  
Monday, February 14, 2022 4:00 PM

Terry Abbott: Present  
Les Adelung: Present  
Jess Day: Present  
Ryan Fisher: Present  
Karen Harmony: Present  
Casey Mitchell: Present  
Casey Mitchell: Absent 4:30

Visitors present: Mr. Matt Gordon, Mr. Roger Thomsen, Jodi Eckhout, Kiley Labs, Shannon Bartels, Kellie Bandel, McKenzie Kohler, Jean Kasson, Sherri Thomsen, Melinda Grogan, Rachel Trampe, Diana Petr, Kaylie Eckhout, Kari Radke

Moved to approve Minutes, Claims and financial Reports. This motion, made by Casey Mitchell and seconded by Jess Day, Passed.

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

Approve second reading Policy 710. This motion, made by Ryan Fisher and seconded by Karen Harmony, Passed.

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

Approve contract with ESU 10 for Special Education Services for the 2022/23 school year. Moved to approve the Special Education Service Contract with Educational Service Unit 10 for the 2022/23 school year. This motion, made by Terry Abbott and seconded by Les Adelung, Passed.

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

7-12 Principal contract for the 2022/23 School Year

Moved to hire Principal Thomsen for the 2022/23 school year. Setting his salary is set at \$105,500 and the District will pay BC/BS family premium for the \$1050 deductible for the 2022/23 school year. This motion, made by Karen Harmony and seconded by Ryan Fisher, Passed.

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

Move to accept the resignation of Katie Hotham. This motion, made by Les Adelung and seconded by Terry Abbott, Passed.

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

Reviewed and approved COVID Return to school plan. 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  
Motion to adjourn. This motion, made by Terry Abbott and seconded by Ryan Fisher, Passed.  
Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: 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. The Second Reading of Policy 710, Option Enrollment, occurred. Paras present shared a comparison of area para wages. Board Member, Casey Mitchell, left at 4:30 pm.

*The next regular monthly meeting will be held Monday, March 14, 2022 in the Media Center at 7:00 PM.*

## FINANCIAL REPORT For February 28, 2022

Fund	Bank	Interest	Co. Treas	NSDLAF	Int.	TOTAL	Mo. Intr.	Balances
	02/28/22		01/31/22	02/28/22		02/28/22		2/29/2021
<b>General</b>	2,578,166.00	380.96	209,765.70	767.10	0.01	2,578,933.10	380.97	1,436,147.18
CD	-							1,000,000.00
<b>Lunch</b>	35,889.23	2.01				35,889.23	2.01	24,242.54
<b>Petty Cash</b>	3,496.87					3,496.87		3,477.63
<b>Activity</b>	225,888.83	16.00				225,888.83	16.00	198,958.33
<b>Retirement</b>	42,794.28					42,794.28		40,505.87
<b>Spe. Bld.</b>	1,703,938.09	387.77	37,237.00	234.97	0.00	1,704,173.06	387.77	735,394.74
CD								508,745.21
<b>Handicp</b>	1,106.61	0.30		502.94	0.01	1,609.55	0.31	1,103.60
<b>Deprec.</b>	599,330.40	137.60		438.54	0.00	599,768.94	137.60	596,421.90
<b>Unemployment</b>	9,049.48			2,221.69	0.02	11,271.17	0.02	9,049.48
<b>Caf. Plan</b>	7,526.82					7,526.82	0.00	7,536.62
<b>Bond</b>	109,429.89	29.29	642.96	9107747.14	92.55	9,217,177.03	29.29	42,794.46
<b>TOTAL</b>	\$ 5,316,616.50	953.93	247,645.66	9,111,912.38	92.59	\$ 14,428,528.88	953.97	\$ 4,604,377.56

interest .35% General fund, Bond Fund, Special Building, and Depreciation Funds  
interest .1% on all other accounts

	Budgeted	Spent to Date	Under budget
General Fund	\$ 5,100,000.00	\$2,359,987	3.73%
Lunch Fund	\$ 380,000.00	\$ 157,280	8.61%

21-22 General Fund Project expence	\$ 367,088.52
Total Project Spending	\$ 448,638.52

# Consolidated Check Listing

Direct Dep.	Check	Check Date	Payable To	Amount
<b>01 - GENERAL FUND</b>				
	00033993	03/13/2022	Am. Family Life Assurance Co	1,585.96
	00033994	03/13/2022	AFLAC	67.39
	00033995	03/13/2022	Country Partners Cooperative	4,278.47
	00033996	03/13/2022	DAS State Accounting - Central Finance	259.49
	00033997	03/13/2022	ASK Supply Co.	322.06
	00033998	03/13/2022	Kearney Auto Value	323.81
	00033999	03/13/2022	Heartland Bank	15.00
	00034000	03/13/2022	Blue Cross-Blue Shield	53,121.67
	00034001	03/13/2022	NE State Fire Marshall/Boiler Div	144.00
	00034002	03/13/2022	Capital One Bank	186.33
	00034003	03/13/2022	Cash Drawer-amherst School	130.03
	00034004	03/13/2022	Cdw Government, Inc	1,320.00
	00034005	03/13/2022	The Crete News	141.64
	00034006	03/13/2022	Culligan of Kearney	260.00
	00034007	03/13/2022	Dawson Co Pub Power	5,185.30
	00034008	03/13/2022	Ecolab Pest Elimination	73.42
	00034009	03/13/2022	ESU 10	20,549.07
	00034010	03/13/2022	First Bankcard	1,841.72
	00034011	03/13/2022	Follett School Solutions	922.19
	00034012	03/13/2022	Frontier	447.70
	00034013	03/13/2022	Heartland Bank	46,000.57
	00034014	03/13/2022	Hometown Leasing	492.30
	00034015	03/13/2022	Horace Mann	24.66
	00034016	03/13/2022	Horace Mann	25.00
	00034017	03/13/2022	Chuck Kasson	155.00
	00034018	03/13/2022	KSB School Law	65.00
	00034019	03/13/2022	Kully Pipe & Steel Supply	469.68
	00034020	03/13/2022	Liberty National Life Ins. Co	245.06
	00034021	03/13/2022	Matheson-Linweld Tri-Gas Inc	157.08
	00034022	03/13/2022	Menards - Kearney	688.32
	00034023	03/13/2022	Miscellaneous Cash Account	202.56
	00034024	03/13/2022	TK Elevator Corporation	306.57
	00034025	03/13/2022	Principal Life	750.02
	00034026	03/13/2022	Ravenna Sanitation	433.00
	00034027	03/13/2022	Retirement	40,481.42
	00034028	03/13/2022	Heartland Bank	6,441.86
	00034029	03/13/2022	Trenton D. Snow, LLC	525.00
	00034030	03/13/2022	Black Hills Energy	2,295.44
	00034031	03/13/2022	State Fire Marshal Office	60.00
	00034032	03/13/2022	Heartland Bank	4,699.16
	00034033	03/13/2022	Stuppy, Inc.	208.00

# Consolidated Check Listing

Arranged by:  
Check Number

Direct Dep.	Check	Check Date	Payable To	Amount
	00034034	03/13/2022	Todd's Auto Repair	591.92
	00034035	03/13/2022	Verizon Wireless	50.64
	00034036	03/13/2022	Village Of Amherst Water Dept	446.15
	00034037	03/13/2022	Wilkins Architecture Design Planning LLC	183,690.11
	00034038	03/13/2022	Kearney Winnelson Co.	980.49
	00034039	03/13/2022	Yandas Music	44.95
<b>01 - GENERAL FUND Totals:</b>				<b>381,705.21</b>
<b>06 - LUNCH FUND</b>				
	00004404	03/13/2022	Apple Acres	160.00
	00004405	03/13/2022	Cash-wa Dist Co	10,484.26
	00004406	03/13/2022	Heartland Bank	1,714.84
	00004407	03/13/2022	Mi6 Pizza, Inc	905.55
	00004408	03/13/2022	Miscellaneous Cash Account	118.98
	00004409	03/13/2022	Retirement	1,736.58
	00004410	03/13/2022	Andrea Riessland	154.44
	00004411	03/13/2022	Heartland Bank	233.60
	00004412	03/13/2022	The Thompson Co - US FOODS	1,941.75
<b>06 - LUNCH FUND Totals:</b>				<b>17,450.00</b>
<b>Report Total:</b>				<b>399,155.21</b>

Revenue Journal

Entry	Date	Received From	Receipt Description	Accrue	Description	Bank ID/Account	Received
Journal: 100							
03/14/2022	03/14/2022	feb2022 bond receipts				Receivable	Received
Entry	02/15/2022	Buffalo County	dd	local taxes	BOND FUND	Heartland Bank	46.91
1	07-1-03180-000			Pro Rate Motor Vehicle Tx			596.05
2	07-1-01100-000			Taxes-local			0.00
Totals for Entry 13613							
						0.00	642.96
Entry	02/28/2022	Heartland Bank	dd	interest	BOND FUND	Heartland Bank	29.29
1	07-1-01510-000			Interest			0.00
Totals for Journal 100							
						0.00	672.25
Bank Account Totals							
E		BOND FUND		Heartland Bank - Bond			672.25
Fund Summary							
07		Bond Fund		Receivable			672.25
							Received

AMHERST PUBLIC SCHOOLS  
TEACHER'S CONTRACT  
2022-2023 SCHOOL YEAR

THIS CONTRACT made by and between the School District of Amherst, No. 10-0119 in the County of Buffalo, in the State of Nebraska, hereinafter referred to as the District and Maranda Kegley legally qualified teacher, hereinafter referred to as Teacher.

WITNESSETH: That the Board of Education of the District hereby agrees to employ the Teacher above named in the schools of the District for a school year, which shall begin on or about August 9, 2022 and end on or about May 18, 2023, and shall consist of 182 days of service including at least 177 teaching days and that the Teacher hereby agrees to accept such employment at a salary Per the negotiated agreement and under the following conditions:

FIRST: The salary of the Teacher shall be payable in 12 equal installments. The first installment shall be payable on the 15th day of September 2022, and the remaining installments shall be payable on the 15th day of each month thereafter.

SECOND: The teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, the Teacher may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and the District may from time to time agree upon.

FOURTH: This contract may be cancelled or amended by a majority of the members of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of 79-827, R.R.S. (1996 Supp).

FIFTH: That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 182 days of service. Any unearned fractional

portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract; Provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the District and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Social Security and Teacher's Retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this State covering a part or all of the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the Teacher's Certificate, as herein listed, is registered in the office of the Superintendent of Schools of the Amherst Public Schools and that the Teacher shall not be compensated for any services performed prior to the date of registration of this certificate.

NINTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may, from time to time, be mutually agreed upon by and between the Board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing, and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen (15) calendar days of receipt thereof from the District. Said Renewal Agreement or renewal contract shall not be offered to the Teacher prior to March 15th. Contract renewal, amendment, termination or cancellation shall also be subject to the requirements of Sections 79-828 through 79-831 R.R.S. (1996 Supp) and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District on or before May 15, 2022 shall constitute a rejection by the teacher of the offer of employment.

TWELFTH: Other Contract Terms:

Salary and Fringe Benefits as per Negotiated Agreement

Extra-duty assignments will be distributed per addendum

Executed March 11, 2022

Teacher Maranda Kegley

Executed \_\_\_\_\_, 2022

School District of Amherst, No. 10-0119, County of Buffalo

By: \_\_\_\_\_  
President, Board of Education

Attest: \_\_\_\_\_  
Secretary, Board of Education

<b>22-23</b>	<b>Increase</b>		
<b>\$ 13.00</b>	<b>\$ 1.00</b>		
<b>Step</b>	<b>Wage</b>		
	<b>HS</b>	<b>Assoiciates</b>	<b>Bachelors</b>
<b>1</b>	<b>\$13.00</b>	<b>\$ 13.50</b>	<b>\$ 14.00</b>
<b>2</b>	<b>\$13.20</b>	<b>\$13.70</b>	<b>\$14.21</b>
<b>3</b>	<b>\$13.40</b>	<b>\$13.91</b>	<b>\$14.42</b>
<b>4</b>	<b>\$13.60</b>	<b>\$14.12</b>	<b>\$14.64</b>
<b>5</b>	<b>\$13.80</b>	<b>\$14.33</b>	<b>\$14.86</b>
<b>6</b>	<b>\$14.01</b>	<b>\$14.54</b>	<b>\$15.08</b>
<b>7</b>	<b>\$14.22</b>	<b>\$14.76</b>	<b>\$15.31</b>
<b>8</b>	<b>\$14.43</b>	<b>\$14.98</b>	<b>\$15.54</b>
<b>9</b>	<b>\$14.65</b>	<b>\$15.20</b>	<b>\$15.77</b>
<b>10</b>	<b>\$14.87</b>	<b>\$15.43</b>	<b>\$16.01</b>
<b>11</b>	<b>\$15.09</b>	<b>\$15.66</b>	<b>\$16.25</b>
<b>12</b>	<b>\$15.32</b>	<b>\$15.89</b>	<b>\$16.49</b>
<b>13</b>	<b>\$15.55</b>	<b>\$16.13</b>	<b>\$16.74</b>
<b>14</b>	<b>\$15.78</b>	<b>\$16.37</b>	<b>\$16.99</b>
<b>15</b>	<b>\$16.02</b>	<b>\$16.62</b>	<b>\$17.24</b>

## **REAL ESTATE PURCHASE AGREEMENT**

This Real Estate Purchase Agreement (the "Agreement") is entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Randall S Hadwiger and Janet M Hadwiger**, (the "Seller"), a single person, and **Buffalo County School District 10-0119**, commonly known as **Amherst Public Schools** (the "Buyer").

### **RECITALS**

A. Seller owns certain Real Property located in Buffalo County, Nebraska, legally described as follows ("Real Property"):

A tract of land being part of Tax Lot Nine (9) located in the East Half of the Northwest Quarter (E1/2 NW1/4) of Section Sixteen (16), Township Ten (10) North, Range Seventeen (17) West of the Sixth Principal Meridian, Buffalo County, Nebraska, more particularly described as follows: Referring to the point of intersection of the centerline of Jefferson Avenue and the centerline of Sycamore Street, said streets being in the Village of Amherst, Buffalo County, Nebraska; thence southerly on the centerline of said Sycamore Street a distance of 128.2 feet; thence with a deflection angle to the left of 90°00' in an easterly direction on the north line of Lot Nine (9), Northeast Addition, an addition to the Village of Amherst, Buffalo County, Nebraska, a distance of 140.0 feet to the ACTUAL PLACE OF BEGINNING; thence continuing easterly on the afore described course a distance of 50.0 feet to the northeast corner of said Lot 9; thence left 90°00' in a northerly direction on the west line of Lots Seven (7) and Eight (8) in said Northeast Addition a distance of 75.0 feet; thence southwesterly a distance of 90.25 feet to the place of beginning.

B. Seller desires to sell the Real Property to Buyer, and Buyer desires to purchase and acquire the Real Property from Seller, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, conditions and agreements set forth herein, Buyer and Seller agree as follows:

### **ARTICLE 1. PURCHASE AND SALE OF PROPERTY**

**1.1. Agreement to Purchase and Sell.** Upon the terms and subject to the conditions set forth in this Agreement, and in reliance upon the representations and warranties made herein by each party to the other, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase

and acquire from Seller, the Real Property and all rights and appurtenances relating thereto (collectively the "Property") at Closing.

**1.2. Closing.** The Closing of the purchase and sale of the Property will be held at such time, date, and place as Seller and Buyer may mutually agree.

**1.3. Purchase Price.** In consideration of Seller's agreement to convey the Property, and subject to the terms and conditions of this Agreement, Buyer agrees to pay Seller \$13,700.00 (the "Purchase Price") at Closing.

**1.4. Title Insurance Commitment; Delivery of Deed; Title Insurance Policy.**

**1.4.1. Title Insurance Commitment.** Within ten (10) days of executing this Agreement, Seller shall order a current title insurance commitment (the "Commitment") evidencing marketable title to the Property vested in Seller, free and clear of all liens and encumbrances, except easements and restrictions of record which will not interfere with Buyer's use of the Property. Should a valid title defect exist, Seller shall have a reasonable time to correct said defect, not to exceed 30 days from the date of delivery of Buyer's attorney's opinion describing the defect. If the title defect is not cured within said 30 day period, then Buyer shall have the option to (i) rescind this Agreement; or (ii) extend the Closing for a reasonable period of time to permit Seller to cure such defect.

**1.4.2. Delivery of Deed and Possession.** At Closing, Seller shall deliver to Buyer a properly executed and acknowledged general warranty deed, in the form attached hereto as Exhibit "A," conveying marketable fee simple title to Buyer, free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to acceptable easements, restrictions and covenants of record. Seller shall deliver possession of the Property to Buyer at Closing.

**1.4.3. Title Insurance Policy.** Buyer shall be responsible to obtain title insurance insuring Buyer's interest in the Property in an amount equal to the Purchase Price subject only to (i) liens of current local property taxes, not yet due and payable; and (ii) such covenants, conditions, and restrictions of record, public utility easements, and zoning ordinances which will not adversely affect the value of the Property for Buyer's intended use (hereinafter collectively referred to as "Title Insurance"). The premium for the Title Insurance shall be paid entirely by Buyer.

- 1.5 Costs.** Buyer shall pay: any fee which becomes payable upon recordation of the deed conveying title to the Real Property from Seller to Buyer. Seller shall pay applicable Nebraska Documentary Stamp Taxes, if any, which become payable upon recordation of the personal representative's deed. Fees and costs for title insurance and policies, and other closing costs and fees shall be shared equally by the parties.
  
- 1.6 Taxes.** Seller shall be responsible for real estate taxes on the Property for all years prior to the year in which the Closing occurs. Real estate taxes for the calendar year in which the Closing occurs shall be prorated to the Closing Date. The real estate taxes shall be prorated on the basis of the most current assessment for the Property and based upon the most current tax levy as set by the Board of Equalization of Buffalo County.

**ARTICLE 2.  
WARRANTIES**

**2.1. Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

**2.1.1. Authority Relative to Agreement.** This Agreement has been executed by the Seller and constitutes the legal, valid, and binding obligation of Seller, and is enforceable against Seller in accordance with its terms.

**2.1.2. No Brokers.** Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to the execution of this Agreement or the consummation of the transactions contemplated hereby.

**2.2. Buyer's Representations and Warranties.** Buyer represents and warrants to Seller as follows:

**2.2.1. Authority Relative to Agreement.** Buyer is a political subdivision and body corporate duly organized and in good standing under the laws of the State of Nebraska and has all requisite authority and power to execute, deliver and perform this Agreement. All necessary actions required in order to authorize the execution and delivery of this Agreement and the consummation and performance of the transactions contemplated hereby have been duly and validly taken by Buyer. Buyer's Board of Education approved the terms set forth herein and authorized

the execution hereof or will do so at a regular meeting held in accordance with Nebraska law. This Agreement has been executed by an authorized representative of Buyer and constitutes the legal, valid and binding obligation of Buyer and is enforceable against Seller in accordance with its terms.

**2.2.2.No Brokers.** Buyer has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Seller to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to the execution of this Agreement or the consummation of the transactions contemplated hereby.

### **ARTICLE 3. OTHER AGREEMENTS**

**3.1. Inspection and Testing.** At any time after the execution of this Agreement by all parties and prior to Closing, Buyer and its employees and agents shall have the right to enter upon the Property and perform such tests and inspections as it deems necessary to determine suitability of the Property for its intended use. Buyer shall restore the Property if (a) such tests alter the grade, compaction or vegetation and (b) this Agreement fails to close for any reason. Buyer hereby agrees to indemnify, defend and hold harmless Seller from and against: (i) any and all claims, actions, damages or expenses (including attorney's fees) arising from Buyer's tests, and/or inspections conducted on the Property (including personal injury, death and property damage); and (ii) any mechanic's liens filed against the Property resulting from the Buyer's tests or inspections. The terms and conditions of this Section shall survive the Closing and/or termination of this Agreement. The costs of these inspections will be paid by the Buyer.

3.1.1. Buyer will notify Seller in writing within 7 days of the completion of any test or inspection (1) of any physical deficiencies that Buyer is requesting Seller correct ("Deficiency Notice"), or (2) if the Buyer rejects the Property or personal property due to its unsatisfactory condition ("Rejection").

3.1.2. If the Buyer does not provide the Seller with either of the notices indicated in paragraph 3.1.1 within 7 days of the completion of the test or inspection, the Property and personal property will be deemed acceptable to the Buyer.

3.1.3. This Agreement will be null and void if the Buyer provides the Seller with a Rejection.

3.1.4. Seller shall have 5 days to respond to Buyer in writing to a Deficiency Notice. Seller's failure to so respond shall give the Buyer the option to terminate this Agreement.

3.1.5. By accepting the Property or personal property, Buyer does not waive, release, or relinquish any claims he might have against anyone for misrepresentation, concealment, fraud, or any other cause of action.

**3.2. Other Costs.** Except as otherwise expressly provided herein, Buyer and Seller shall pay their own respective attorney fees and other costs and expenses incurred in connection with the preparation, execution, and performance of this Agreement.

## **ARTICLE 4. CONDITIONS OF CLOSING**

**4.1. Buyer's Conditions of Closing.** Buyer's obligation to close on the purchase of the Property is expressly conditioned upon the complete and timely fulfillment of the following at or prior to Closing:

4.1.1 **Warranty Deed.** Buyer shall receive from Seller an executed and acknowledged warranty deed to the Property, in the form attached hereto as Exhibit "A," in accordance with Section 1.5 of this Agreement.

4.1.2 **Accuracy of Warranties.** All representations and warranties of Seller contained in this Agreement shall be true and correct at and as of Closing and Seller shall have performed all agreements and covenants and satisfied all conditions on its part to be performed or satisfied by Closing pursuant to the terms of this Agreement.

**4.2. Seller's Conditions of Closing.** Seller's obligation to perform hereunder is expressly conditioned upon the complete and timely fulfillment of the following at or prior to Closing:

4.2.1. **Payments.** At Closing, Buyer shall deliver to Seller the Purchase Price in accordance with Section 1.4 of this Agreement.

4.2.2. **Accuracy of Warranties.** All the representations and warranties of Buyer contained in this Agreement shall be true and correct at and as of Closing and Buyer shall have performed all agreements and covenants and satisfied all conditions on its part to be performed or satisfied by Closing pursuant to the terms of this Agreement.

**ARTICLE 5.  
MISCELLANEOUS**

**5.1. Binding Effect; Benefits.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, agents and permitted assigns except as provided otherwise in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors, agents and permitted assigns any right, remedy, obligation or liability under or by reason of this Agreement.

**5.2. Counterparts.** This Agreement may be executed, acknowledged, delivered and transmitted in counterparts, by facsimile process or otherwise, each of which when so executed, acknowledged, delivered or transmitted shall be deemed an original, but all of such counterparts shall constitute one and the same instrument.

**5.3. Delivery of Documents.** This Agreement properly executed and any document or notice required or permitted to be delivered hereunder shall be in writing and shall be deemed delivered on the same day if personally delivered or two (2) days after deposit in the U.S. mail if delivered by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller:

\_\_\_\_\_  
Randall S Hadwiger

\_\_\_\_\_  
Janet M Hadwiger

If to Buyer:           Amherst Public Schools  
                                  Attn: Superintendent  
                                  100 North Sycamore  
                                  Amherst, NE 68812

or to such other address as any party shall specify by written notice so given.

**5.4. Entire Agreement.** This Agreement, together with the exhibits attached hereto and all other documents to be delivered pursuant hereto, constitute the complete and exclusive written expression of the terms and conditions of the agreement among the parties and supersedes all prior or contemporaneous proposals, agreements, understandings, negotiations and discussions, oral or written, between the parties pertaining to the subject matter hereof. This Agreement may not in any way be explained, supplemented, or modified by: (a)

any prior or existing course of dealing; (b) any prior performance of the parties; or (c) any other method, unless amended in a writing signed by duly authorized representatives of Buyer and Seller.

- 5.5. Execution of Additional Documents.** The parties hereto will at any time, and from time to time after Closing, upon request of the other party, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Agreement, and to transfer and vest title to the Property, and to protect the right, title and interest in and enjoyment of the Property assigned, transferred and conveyed to Buyer pursuant to this Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed.
- 5.6. Assignment.** Buyer shall not assign any right or delegate any obligation arising hereunder without the prior written consent of Seller.
- 5.7. Governing Law.** This Agreement shall be enforced in accordance with and governed by the laws of the State of Nebraska.
- 5.8. Severability.** If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.
- 5.9. Waiver.** By written notice to the other, either party hereto may: (a) extend the time for the performance of any of the obligations or other actions of the other under this Agreement; (b) waive any inaccuracy in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with any condition or covenant of the other contained in this Agreement; or (d) waive performance of any obligation of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained in this Agreement. The waiver by any party hereto of a breach of any provision hereunder (i) shall not be effective unless in writing and signed by an authorized representative of the waiving party, and (ii) shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

**5.10. Incorporation of Exhibits.** All exhibits attached hereto are by this reference incorporated herein and made a part hereof for all purposes as if fully set forth herein.

**SELLER:**

\_\_\_\_\_  
Randall S Hadwiger

\_\_\_\_\_  
Janet M Hadwiger

**BUYER:**

\_\_\_\_\_  
President of the Board of Education  
Amherst Public Schools

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF BUFFALO         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Randall S Hadwiger and Janet M. Hadwiger.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF BUFFALO         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Les Adelung, President of the Board of Education of Buffalo County School District 10-0119, commonly known as Amherst Public Schools.

\_\_\_\_\_  
Notary Public

**Warranty Deed**

Randall S Hadwiger Hadwiger, GRANTOR and a single person, for One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged by GRANTOR, hereby convey to Buffalo County School District 10-0119, commonly known as Amherst Public Schools, GRANTEE, the following described real estate (as defined in NEB. REV. STAT. § 76-201):

A tract of land being part of Tax Lot Nine (9) located in the East Half of the Northwest Quarter (E1/2 NW1/4) of Section Sixteen (16), Township Ten (10) North, Range Seventeen (17) West of the Sixth Principal Meridian, Buffalo County, Nebraska, more particularly described as follows: Referring to the point of intersection of the centerline of Jefferson Avenue and the centerline of Sycamore Street, said streets being in the Village of Amherst, Buffalo County, Nebraska; thence southerly on the centerline of said Sycamore Street a distance of 128.2 feet; thence with a deflection angle to the left of 90°00' in an easterly direction on the north line of Lot Nine (9), Northeast Addition, an addition to the Village of Amherst, Buffalo County, Nebraska, a distance of 140.0 feet to the ACTUAL PLACE OF BEGINNING; thence continuing easterly on the afore described course a distance of 50.0 feet to the northeast corner of said Lot 9; thence left 90°00' in a northerly direction on the west line of Lots Seven (7) and Eight (8) in said Northeast Addition a distance of 75.0 feet; thence southwesterly a distance of 90.25 feet to the place of beginning.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) Is lawfully seized as such real estate and that it is free from encumbrances, except easements, covenants and restrictions of record;
- (2) Has legal power and authority to convey the same; and
- (3) Warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: \_\_\_\_\_, 2022

**GRANTOR:**

\_\_\_\_\_  
Randall S Hadwiger

\_\_\_\_\_  
Janet M Hadwiger

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF BUFFALO         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, 2022, by Randall S Hadwiger & Janet M Hadwiger.

\_\_\_\_\_  
Notary Public

	Day Care Cost	
	Current	Future
Cost Per Hour	2.75	3.25
Preschool/Prekinder	80	100
Yearly cost	3005	3595
Mothly	375.625	449.375