

Board of Education Study Session

School District of Seward

410 South Street

Seward, NE 68434

Monday, January 11, 2021 5:30 PM

Attendance Taken at 5:31 PM.

Paul Duer: Absent

Jill Hochstein: Present

Jana Hughes: Present

Ryne Seaman: Present

Danielle Shipley: Present

Shawn Svoboda: Present

Attendance Update Taken at 5:39 PM.

Paul Duer: Present

1. Preliminary Procedures

1. Call meeting to order & announce Open Meetings Act is Posted

2. Public Notice as publicized per board policy

The public notice was publicized in the Seward County Independent and posted at city hall, library and the courthouse. The public notice was dated January 6, 2021.

3. Roll Call

1. Action to excuse board members if necessary

Motion to excuse Paul Duer from tonight's meeting Passed with a motion by Jill Hochstein and a second by Jana Hughes.

Jill Hochstein: Yea, Jana Hughes: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

2. Possible Discussion Items

1. Discussion of Summer Projects

Dr. Dominy, Dr. Fields and Mrs. Dominy discussed the upcoming summer projects - green house at the high school, playground equipment at the Elementary, High School roof project, carpet at the Elementary, high school gym floor, updating electrical at the high school and middle school lighting.

2. Planning Community Grant

Megan Kahler discussed the planning community grant and gave the board some background about the grant. Regan Hain discussed the survey that was sent out about the wellness center. Jonathan Jank updated the board on the progress of the wellness center project.

3. COVID-19 Update

Dr. Dominy updated the board on COVID-19-cases/statistics, vaccines and remote learners.

4. Conflict of Interest Forms

Ryne Seaman and Dr. Fields discussed the conflict of interest forms.

3. Adjournment

President Seaman adjourned the meeting at 6:38 p.m.

Please publish the following legal notice in the January 6, 2021 edition of the Seward County Independent. Thank you.

NOTICE OF SCHOOL BOARD MEETING

The board of education of the School District of Seward will meet in regular session on Monday, January 11, 2021 at 5:30 p.m. for a board study session to be followed by the 7:00 p.m. regular business meeting. The meeting will be held at the Administrative Offices located at 410 South St., Seward, Nebraska. An agenda for the meeting which shall be kept continually current is readily available for public inspection at the Superintendent's Office during normal business hours.

To view the agenda go to <http://SewardPublicSchools.org/> and find the eMeeting link.

Crouch Recreation, Inc.
 1309 S 204th Street #330
 Elkhorn, NE 68022 US
 nicole@crouchrec.com
 www.crouchrec.com

Estimate



| ADDRESS |
|--|
| Seward Elementary 200 E Pinewood Avenue Seward, NE 68434 |

| SHIP TO |
|--|
| Seward Elementary 200 E Pinewood Avenue Seward, NE 68434 |

| ESTIMATE # | DATE | EXPIRATION DATE |
|------------|------------|-----------------|
| 1193 | 12/14/2020 | 12/01/2021 |

| | | | |
|-----------------------------|--|------------------------------|---------------------------------|
| SHIP VIA Best Way | TRACKING NO. Rubber Mulch Option | TERMS Upon Receipt | SALES REP Eric Crouch |
|-----------------------------|--|------------------------------|---------------------------------|

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|------------|------------|
| Miracle Please Reference R0011201037 Custom 5" OD Mega Tower | 1 | 141,629.00 | 141,629.00 |
| Miracle 4543 Chaos Climber | 1 | 6,700.00 | 6,700.00 |
| Miracle 5" OD Single Leg Swing Includes: (4) Belt Seats (2) ADA Seats | 1 | 5,546.00 | 5,546.00 |
| Miracle 2014 Accelerator Swing | 2 | 8,215.00 | 16,430.00 |
| Miracle 304 Ten Spin | 1 | 3,340.00 | 3,340.00 |
| Miracle 494507 Three Rope Bridge/Ant/Baboon | 1 | 35,583.00 | 35,583.00 |
| Miracle 947 Barrel Ride | 1 | 2,230.00 | 2,230.00 |
| Miracle 4502 Concerto Vibes | 1 | 4,365.00 | 4,365.00 |
| Miracle 4504 Concerto Spin Cabasas Medium | 1 | 970.00 | 970.00 |
| Miracle 4507 Concerto 3-Congos | 1 | 2,135.00 | 2,135.00 |
| Freight Quote 7151 | 1 | 7,465.00 | 7,465.00 |
| Miracle Crouch Discount | 1 | -54,500.00 | -54,500.00 |
| RubbeRecycle Please Reference Quote 105729 | 1 | 31,110.00 | 31,110.00 |

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|-----------|---------------------|
| 8500 SF of Playsafer Rubber Mulch @ 6" Deep Freight Included Available Colors: Black, Royal Blue, Forest Green, Cocoa Brown & Terra Cotta Red | | | |
| Dostal's Construction Dirtwork | 1 | 3,000.00 | 3,000.00 |
| Dostal's Construction Install Mega Tower | 1 | 17,500.00 | 17,500.00 |
| Dostal's Construction Install Single Post Swings | 1 | 1,500.00 | 1,500.00 |
| Dostal's Construction Install Accelerator Swing | 2 | 1,000.00 | 2,000.00 |
| Dostal's Construction Install Rocks & Ropes (Crane Included) | 1 | 6,300.00 | 6,300.00 |
| Dostal's Construction Install Ten Spin | 1 | 950.00 | 950.00 |
| Dostal's Construction Install Barrel Ride | 1 | 500.00 | 500.00 |
| Dostal's Construction Install Chaos Climber | 1 | 2,400.00 | 2,400.00 |
| Dostal's Construction Provide & Install Fabric | 1 | 2,600.00 | 2,600.00 |
| Dostal's Construction Install Rubber Mulch | 1 | 7,950.00 | 7,950.00 |
| Dostal's Construction 600 SF Poured-In-Place Concrete for Music, Transfer Point, & ADA Swing Seats | 1 | 4,800.00 | 4,800.00 |
| Dostal's Construction 600 SF Poured-In-Place for Music, Transfer Point, & ADA Swing Seats 50% Black/50% Color Available Colors: Tan, Green or Blue | 1 | 8,500.00 | 8,500.00 |
| Dostal's Construction Provide 8" x 8" Concrete Ringwall | 474 | 34.00 | 16,116.00 |
| Dostal's Construction Seeding/Erosion Control Matting | 1 | 1,600.00 | 1,600.00 |
| Dostal's Construction Drainage | 1 | 3,000.00 | 3,000.00 |
| TOTAL | | | \$281,719.00 |

Accepted By

Accepted Date

Crouch Recreation, Inc.
 1309 S 204th Street #330
 Elkhorn, NE 68022 US
 nicole@crouchrec.com
 www.crouchrec.com

Estimate



| ADDRESS |
|--|
| Seward Elementary 200 E Pinewood Avenue Seward, NE 68434 |

| SHIP TO |
|--|
| Seward Elementary 200 E Pinewood Avenue Seward, NE 68434 |

| ESTIMATE # | DATE |
|------------|------------|
| 1194 | 12/14/2020 |

| | | | |
|-----------------------------|--|------------------------------|---------------------------------|
| SHIP VIA Best Way | TRACKING NO. Wood Mulch Option | TERMS Upon Receipt | SALES REP Eric Crouch |
|-----------------------------|--|------------------------------|---------------------------------|

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|------------|------------|
| Miracle Please Reference R0011201037 Custom 5" OD Mega Tower | 1 | 141,629.00 | 141,629.00 |
| Miracle 4543 Chaos Climber | 1 | 6,700.00 | 6,700.00 |
| Miracle 5" OD Single Leg Swing Includes: (4) Belt Seats (2) ADA Seats | 1 | 5,546.00 | 5,546.00 |
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| Miracle 494507 Three Rope Bridge/Ant/Baboon | 1 | 35,583.00 | 35,583.00 |
| Miracle 947 Barrel Ride | 1 | 2,230.00 | 2,230.00 |
| Miracle 4502 Concerto Vibes | 1 | 4,365.00 | 4,365.00 |
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| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|-----------|-----------|
| Dostal's Construction Install Mega Tower | 1 | 17,500.00 | 17,500.00 |
| Dostal's Construction Install Single Post Swings | 1 | 1,500.00 | 1,500.00 |
| Dostal's Construction Install Accelerator Swing | 2 | 1,000.00 | 2,000.00 |
| Dostal's Construction Install Rocks & Ropes (Crane Included) | 1 | 6,300.00 | 6,300.00 |
| Dostal's Construction Install Ten Spin | 1 | 950.00 | 950.00 |
| Dostal's Construction Install Barrel Ride | 1 | 500.00 | 500.00 |
| Dostal's Construction Install Chaos Climber | 1 | 2,400.00 | 2,400.00 |
| Dostal's Construction Provide & Install Fabric | 1 | 2,600.00 | 2,600.00 |
| Dostal's Construction Provide & Install 418 CY's of Wood Mulch | 1 | 16,000.00 | 16,000.00 |
| Dostal's Construction 600 SF Poured-In-Place Concrete for Music, Transfer Point, & ADA Swing Seats | 1 | 4,800.00 | 4,800.00 |
| Dostal's Construction 600 SF Poured-In-Place for Music, Transfer Point, & ADA Swing Seats 50% Black/50% Color Available Colors: Tan, Green or Blue | 1 | 8,500.00 | 8,500.00 |
| Dostal's Construction Provide 8" x 8" Concrete Ringwall | 474 | 34.00 | 16,116.00 |
| Dostal's Construction Seeding/Erosion Control Matting | 1 | 1,600.00 | 1,600.00 |
| Dostal's Construction Drainage | 1 | 3,000.00 | 3,000.00 |

TOTAL

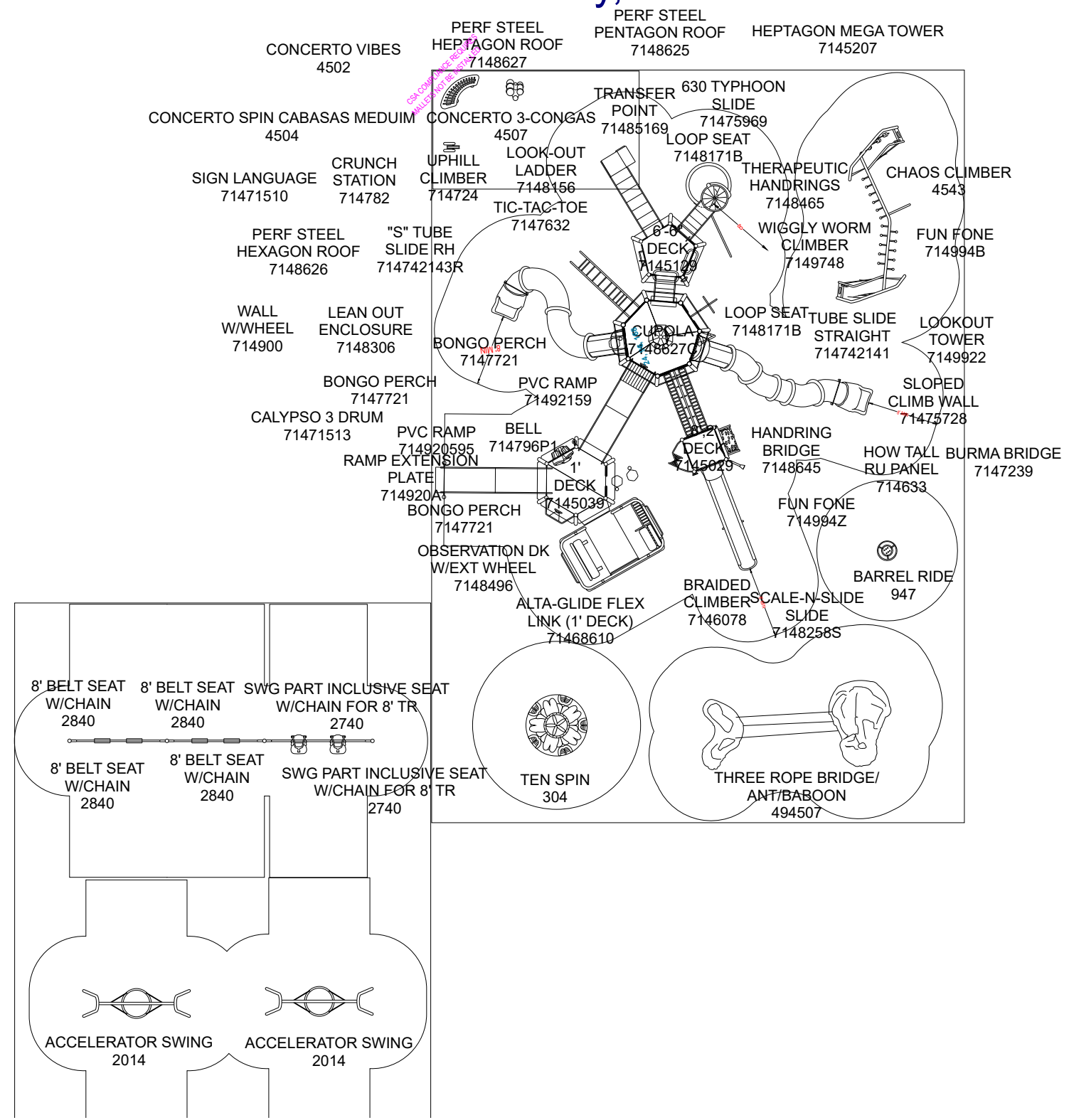
\$258,659.00

Accepted By

Accepted Date

Seward Elementary Seward Elementary, NE

FOR KIDS AGES
5-12
YEARS



CROUCH RECREATION
2435 S 156th Circle
Omaha, NE
PHONE NO: (402) 496-2669
FAX NO: (402) 496-2670
GROUND SPACE: 101'-6" x 115'-6"
PROTECTIVE AREA: 111'-6" x 124'-0"
DRAWN BY: Eric Crouch
DATE: 12/14/2020

R0011_44179390065
 COMPLIES TO ASTM/CPSC

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.
AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS



917 W 7th Street
Gothenburg, NE 69138

Proposal

| | |
|-----------|---------|
| Date | Quote # |
| 12/4/2020 | 2156 |

| |
|--|
| Name / Address |
| Seward Elementary School 410 South St. Seward, NE 68434-2541 |

| |
|--|
| Ship To |
| Jessica Dominy Seward Elementary School 410 South St. Seward, NE 68434-2541 |

| | | | |
|-------------------------------|-----|------------|-----|
| Terms | Rep | Project/PO | FOB |
| 50% prepay balance due net 30 | GB | | |

| Qty | U/M | Item Code | Description | Rate | Total |
|-----|-----|-------------------|--|------------|------------|
| 1 | ea | Custom SRP Pl... | 2021 Prices Play Structure Area Customized SRP playground QUO0209931 Drawing number:PS5-34084 Color:TBD Footing:Inground Surface type:Rubber Mulch Surface depth:6" | 112,867.31 | 112,867.31 |
| 27 | ea | 75 cf Nuplay E... | Nuplay rubber mulch coated earthtone for 64x64 area @ 6" deep | 555.00 | 14,985.00 |
| 63 | ea | 4'x12" Border | 4'x12" Black plastic border timbers with stake for 256 linear feet | 35.00 | 2,205.00 |
| 1 | ea | 12" ADA ramp ... | 12" ADA ramp for 12" borders double, black, with spikes and filler ends | 1,130.00 | 1,130.00 |
| 4 | | SW 36"x60" S... | 36"x60"X2" Thick - Recycled Rubber, in stock, SW brand, black only | 65.00 | 260.00 |
| | | | Swing and Play Area | | |

| | | | | |
|--------------|--------------|-------------------------|----------------------|---------------------------|
| Phone # | Fax # | E-mail | Web Site | Total |
| 308.537.3470 | 402.975.6006 | lorenb@sterlingwest.net | www.sterlingwest.net | |
| | | | | 50% Due Upon Order |

Quote Accepted By

Please sign and email or fax back. Thank you.



**917 W 7th Street
Gothenburg, NE 69138**

Proposal

| | |
|-----------|---------|
| Date | Quote # |
| 12/4/2020 | 2156 |

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| | | | |
|-------------------------------|-----|------------|-----|
| Terms | Rep | Project/PO | FOB |
| 50% prepay balance due net 30 | GB | | |

| Qty | U/M | Item Code | Description | Rate | Total |
|-----|-----|-------------------|---|----------|-----------|
| 1 | ea | TFR3504XX | 3.5" Arch post 4 bay swing with belt seats, chain, and s-hooks Color: TBD | 5,643.39 | 5,643.39 |
| 1 | ea | BSIS-512 | SRP Inclusive swing seat, w/chain, age 5-12 Color: TBD | 516.40 | 516.40 |
| 2 | ea | PLD0018GRXX | 3.5" Arch Swing frame with green Team seat, 8' top rail Frame color: TBD | 6,697.35 | 13,394.70 |
| 1 | ea | 87000024XX | SRP Matrix Climber Half Dome Color: TBD Footing: Inground Surface and depth: Rubber Mulch 6" | 8,075.13 | 8,075.13 |
| 1 | ea | DD1508SM | Daisy Dash electronic playground with shade, 15' diameter, 8' eave height, surface mount Metal color: Fabric color: | 9,480.42 | 9,480.42 |
| 43 | ea | 75 cf Nuplay E... | Nuplay rubber mulch coated earthtone, for 64'x100' area @ 6" deep | 555.00 | 23,865.00 |
| 82 | ea | 4'x12" Border | 4'x12" Black plastic border timbers with stake for 328 linear feet | 35.00 | 2,870.00 |

| | | | | |
|--------------|--------------|-------------------------|----------------------|---|
| Phone # | Fax # | E-mail | Web Site | Total 50% Due Upon Order |
| 308.537.3470 | 402.975.6006 | lorenb@sterlingwest.net | www.sterlingwest.net | |

Quote Accepted By

Please sign and email or fax back. Thank you.



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Gothenburg, NE 69138

Proposal

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| Terms | | Rep | Project/PO | | FOB |
|-------------------------------|-----|--------------------|---|----------------------|---------------------------|
| 50% prepay balance due net 30 | | GB | | | |
| Qty | U/M | Item Code | Description | Rate | Total |
| 1 | ea | 12" ADA ramp ... | 12" ADA ramp for 12" borders double, black, with spikes and filler ends | 1,130.00 | 1,130.00 |
| 6 | | SW 36"x60" S... | 36"x60"X2" Thick - Recycled Rubber, in stock, SW brand, black only | 65.00 | 390.00 |
| 1 | ea | E050832XX | SRP Rockin' Glide, wheelchair accessible, no fall height, no use zone Color: TBD Mounting: ***DOES NOT include 12' ramp, ramp estimated cost is an additional \$5,000-\$8,000*** | 15,407.41 | 15,407.41 |
| 1 | ea | PA5-26074 | PA5-26074 - Active Set Color: TBD | 16,592.59 | 16,592.59 |
| 7 | | Certified Overs... | Playground install overseer per day | 1,450.00 | 10,150.00 |
| 1 | | Freight | Freight estimate only - actual freight figured on final invoice - For All play pieces, surfacing, borders, ramps, mats. | 14,814.81 | 14,814.81 |
| Phone # | | Fax # | E-mail | Web Site | Total \$253,777.16 |
| 308.537.3470 | | 402.975.6006 | lorenb@sterlingwest.net | www.sterlingwest.net | |

Quote good for 30 days. terms 50% due upon order 50% due net 30. Actual shipping charges invoiced may differ from this quote. All drawings, renderings, specifications, and supporting documents are property of Sterling West until a signed commitment has been received by Sterling West.

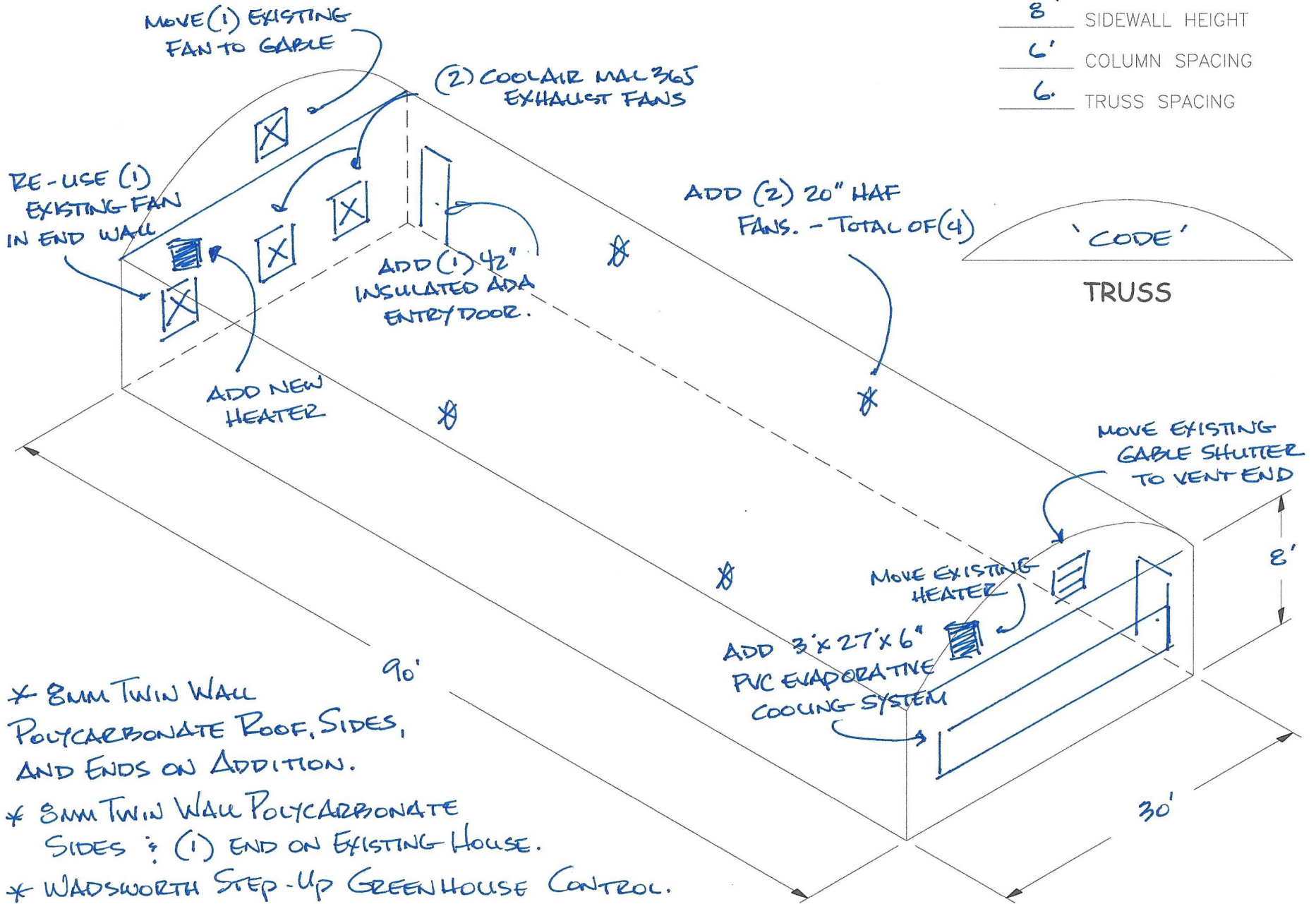
50% Due Upon Order

Quote Accepted By _____

Please sign and email or fax back. Thank you.

CUSTOMER: SEWARD HIGH SCHOOL
 LOCATION: SEWARD, NE

- RAINBOW PLUS
- SYSTEM 2000 RAINBOW
 - 30' WIDTH 90' LENGTH
 - 8' SIDEWALL HEIGHT
 - 6' COLUMN SPACING
 - 6' TRUSS SPACING





December 14, 2020

Seward High School
532 Northern Heights Dr
Seward, NE 68434

Attn: Josh Fields

Thank you for the opportunity to provide a quotation for the greenhouse project located in Seward, NE. Stuppy is a family owned greenhouse manufacturing company that began operations in 1873. We manufacture innovative designs that provide industry leading strength and value for our customers.

We are pleased to present the following proposal to provide one **30' X 48' of Rainbow Plus addition to your greenhouse** based on your recent request for quotation.

Project Summary:

Materials Only Proposal

- **Structure:**
 - (1) Block of (1) houses 30' X 48' Rainbow Plus **Addition**
 - Sidewall Height: 8'
 - Columns will be set in concrete piers.
 - Code Design: Structure will be designed to meet your local building code.
 - Additional Structural Information:
 - Columns: 2.875" o.d. round galvanized steel 13 gauge
 - 6' column spacing
 - 6' truss spacing
 - Endwalls: (1 each) 3" x 2" rectangle galvanized steel endwall packages
- **Doors:**
 - (1) 42" Insulated entry door with push-bar.
- **Heating Equipment:**
 - (1) Modine PTP175 SE, 175,000 BTU input Heater High Efficiency Stainless Steel Heater. **(This is an addition to the existing heater already in the greenhouse.)**
 - **Fuel Type:** Natural Gas
 - **Temperature Differential:** 70
 - **Heater Hangers:** Includes



- **Heater Stacking:** Includes Piping to exit on endwall. Stuppy doesn't recommend roof penetration.
- **Heater Specifications:** Heater is equipped with stainless steel exchangers and burners as well as intermittent pilot and power vent. Includes heater hanger kit and single wall vent pipe for heater.
- **Ventilation:**
 - (2) AL-36J – American Coolair Aluminum 36"1/2 hp exhaust fan. Fan includes rotary belt tensioner, shutter side guard and exterior guard for safety. (Fans would be added to existing end wall.)
 - Existing gable shutter will be moved to vent end wall.
 - 3' x 27' x 6" Closed Top PVC Self Supporting Evaporative Cooling System. Includes submersible pump and all necessary hardware. Exterior tank is not required.
- **Air Circulation:** Acme 20" HAF fan (2 each)
- **Environmental Controls:**
 - Wadsworth Step Up greenhouse control system with Contactor Panel and Wiring diagram.
- **Covering Material:**
 - **Roof Covering:** 8mm Clear Twinwall Polycarbonate covering.
 - **Sidewall Covering:** 8mm Clear Twinwall Polycarbonate covering.
 - **Endwall Covering:** 8mm Clear Twinwall Polycarbonate covering.
 - **Existing Side Walls:** 8mm Twinwall Polycarbonate covering.
- **Shade Cloth:**
 - Shade cloth sized for the roof 50% green knit for addition. Includes attachment hardware.
- **Aluminum Extrusions & Accessories:**
 - Aluminum extrusions for roof, sides, & endwalls are included. Also, includes Aluminum baseboard for sides & ends. Includes hardware, flashings & sealants.
- **Drawings:**
 - (3) Sets of Nebraska Stamped Engineer Prints will be Provided

- **Additional Terms:**

- Additional framing or Unistrut used to mount controllers is not included.
- Backflow preventer/Pressure Regulator Valve by Others. Required supply is 1" pvc with 50 psi at greenhouse for proper operation.
- Wiring diagram for greenhouse equipment will be included.
- Masonry or foundation installation shall not be constructed prior to approval of the greenhouse drawings.
- Stamped MEP's are included (if required).
- Structural and/or Covering changes required due to building code compliance may result in additional costs.

Customer Responsibility for Receiving Truck Shipments

Stuppy, Inc.

1212 Clay Street • North Kansas City, Missouri 64116 • 800-733-5025 • greenhouse@stuppy.com • www.stuppy.com

TRUCK SHIPMENTS: You are responsible for the following:

1. Locating the Packing List – (Attached to a Carton)
2. Unloading of all Material
3. Verifying Count Against Bill of Lading
4. Noting any Damages/Shortages on Bill of Lading
5. Properly Storing ALL Materials
6. Security of ALL Materials

ALL CARTONS CONTAINING EQUIPMENT SHOULD BE OPENED IMMEDIATELY to check for concealed damage. Retain shipping cartons for inspection by carrier if damage or shortage is apparent. Notify carrier and request inspection or contact our Customer Service Department at 1-800-733-5025. Truck claims for shortages or damages must be filed immediately.

Orders for replacement of damaged or lost material will be billed to your account. We will assist you in filing claims provided shipping documents are properly noted with DAMAGE or SHORTAGE notations. You have no recourse to recover these costs if freight bills are signed improperly.

Contact our Customer Service staff if you encounter any of these problems.

Educate your staff responsible for receiving this shipment. IT CAN COST YOU MONEY if procedures required by the truck lines are not followed precisely by your staff.

I have read and understand my responsibility regarding the shipment(s).

Owner or Authorized Agent

Terms and Conditions

Stuppy, Inc.

1212 Clay Street • North Kansas City, Missouri 64116 • 800-733-5025 • greenhouse@stuppy.com • www.stuppy.com

1. **FREIGHT:** Freight is included. Customer to unload and store materials.
2. **VALIDITY:** 60 days
3. **SCHEDULE:** A schedule will be issued upon receipt of executed contract or letter of intent. Submittal approval will also affect scheduling and lead times.
4. **CHANGES:** Changes in engineering details of any order which may be requested after approval drawings or after fabrication commences are subject to engineering charges and to factory charges on in-process work already completed and affected by the change.
5. **CANCELLATION:** In the event of cancellation for products which are to be specifically constructed or adapted for use, the buyer agrees that cancellation shall be confirmed in writing. The buyer shall reimburse Stuppy for actual costs and damages incurred, including, but not limited to engineering, fabrication and restocking expense.
6. **WARRANTY:** Stuppy Standard One Year Material Warranty Applies. The buyer assumes all risks and liability for results of use of the products. Buyer's sole remedy and exclusive remedy against Stuppy shall be for the replacement of defective parts. Labor is excluded. Warranties expressed or implied on purchased parts such as electric motors, pumps and controllers are limited to the terms of the warranty extended by the manufacturer. Stuppy assumes no obligation or liability due to any recommendations, opinions, or advice as to the choice, installation or use of products. Any such recommendations, opinions, or advice are given and shall be accepted at the buyer's risk and shall not constitute any warranty or guarantee of such products or their performance.
7. **NON-PAYMENT:** If the buyer fails to make payments to Stuppy in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination; or at Stuppy's option, cause for suspension of material deliveries and/or work. In the event of a suspension of deliveries or work, Stuppy shall have no liability to the buyer for delay or damage caused because of such suspension. Before resuming deliveries and work Stuppy shall be paid all sums due prior to the suspension and any expenses incurred in the interruption and/or resumption of deliveries or work.
8. **TERMINATION:** This agreement may be terminated by either party upon not less than seven days written notice, should either party fail to substantially perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of Stuppy, Stuppy shall be compensated for all materials and work performed prior to termination, together with expenses plus profit directly attributed to the termination.
9. **INDEMNIFICATION:** To the fullest extent permitted by law Stuppy, Inc. and the buyer agree to mutually indemnify and hold harmless from and against any liability costs,

- damages, or expenses arising from the failure of Stuppy, or buyer to perform or comply with any provisions or requirements of their respective work of the project.
10. **CLAIMS:** Claims by either party must be submitted within 21 days after occurrence of the event. Written notice shall be given for claims for money, time and injury or damage to personal property.
 11. Stuppy nor its agent shall be held liable for any claims verbal, written or digital content that have estimated or expected expenses, revenue, plant growth or output.
 12. **CONSEQUENTIAL DAMAGES:** Stuppy, Inc. and the buyer shall waive claims against each other for consequential damages arising out of or relating to the proposal/contract.
 13. **RETURNED GOODS:** Products must receive written permission prior to return. Goods returned which were shipped as ordered and are without manufacturing defect will be subject to a 15% handling charge in addition to whatever expense may be necessary to restore them to salable condition. Transportation charges on goods returned must be prepaid. Only products of current design and in salable condition will be considered for credit.



Pricing

Thank you again for the opportunity to provide this proposal. Please contact Chad Gooley at 816-260-9218 if we can help in any way.

Should you choose all options above your signature below will execute this proposal and serve as the contract for the sum of:

Materials Only Quotation

Forty Thousand, Six Hundred and Fifty Dollars and no/100
\$40,600.00

Basic Installation: (Not included in Materials Only Quotation)

Basic Installation includes removal of existing end wall, installation of additional structure and reconstruction of end wall. Concrete for piers will be provided. All covering will be installed on new structure and (2) sides and (1) end wall of existing structure will be recovered. All new equipment will be installed in place.

Greenhouse control system will be attached to wall.

No gas, water or electrical lines run, or connections will be made. No low voltage control system wiring will be run or connected. No concrete or gravel floor installation included.

Basic Installation: \$40,000.00

Project Total Materials and Basic Installation: \$80,600.00



MATERIALS PAYMENT TERMS: School Purchase Order to process. 50% Deposit. Balance Due at Completion

TAXES: Taxes are NOT included in the pricing above. Owner is responsible for all taxes that apply.

FREIGHT: Freight is included in pricing above.

Acknowledged and Accepted:

By: _____

Title: _____

Date: _____

Additional Suggested Considerations:

Bench Heating:

Heat₂O™ Hydronic Heating Systems: highly efficient, even heat to promote healthy growth that's controlled and customizable, for both bench and floor areas. higher seed germination rates, accelerated rooting in young plants, and faster plant growth. Fully manufactured and designed by Stuppy.

Interior Energy/Shade system:

Interior energy/shade system eliminates the need to install shade cloth manually on roof of greenhouse. Interior system closes at night and reduces heat loss by 30%. System is connected to environmental controls for automatic operation. This system is a great and safe alternative to having teacher/students/owner install shade cloth seasonally.

| | | | |
|--|---|---------------------|--|
| NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION 11 th Floor, State Capitol P.O. Box 95086 Lincoln, NE 68509 (402) 471-2522 | POTENTIAL CONFLICT OF INTEREST STATEMENT NADC FORM C-2A (Village, City, School Officials Except Omaha and Lincoln Officials) | POSTMARK DATE | |
| | | MICROFILM NUMBER | |
| | | OFFICE USE ONLY | |
| BEFORE COMPLETING THIS FORM READ THE FILING REQUIREMENTS ON PAGE 3 | | | |

- An official of a village or city holding elective office or an official of a school district holding elective office must file this form if he or she has a potential conflict of interest.
- **Officials of the cities of Lincoln and Omaha** holding elective office with a potential conflict of interest **should not use this form**. Use Form C-2.
- This form should be filed with the person who normally keeps records for the school district, city or village. **There is no requirement to file this form with the Nebraska Accountability and Disclosure Commission.**
- Persons who fail to disclose a potential conflict of interest or who otherwise do not comply with the law are subject to penalties.

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| ITEM 1 | NAME, ADDRESS AND TELEPHONE NUMBER |
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Name _____ Telephone No. _____
Last First Middle

Address _____
STREET ADDRESS OR RURAL ROUTE City STATE ZIP CODE

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| ITEM 2 | TITLE, AGENCY (City, Village, School), ADDRESS AND PHONE |
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Your Title _____ Agency _____

Agency Address _____

Agency Phone _____

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| ITEM 3 | DESCRIBE POTENTIAL CONFLICT OF INTEREST IN DETAIL (Use Item 6 Continuation, if necessary) |
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Date action is to be taken or decision is to be made: _____

Description of Potential Conflict:

ITEM 4 PERSONS WHO MAY RECEIVE FINANCIAL BENEFIT OR DETRIMENT

You

Member of your Immediate Family: _____
NAME

Business With Which You
 Are Associated (See Definitions) _____
NAME OF BUSINESS

ITEM 5 NATURE OF FINANCIAL BENEFIT OR DETRIMENT

ITEM 6 CONTINUATION

(SIGNATURE)

(DATE)

General Information - Filing Requirements

I. What is a Potential Conflict of Interest? - A public official has a potential conflict of interest if he or she is faced with taking an official action or making an official decision which may result in a financial benefit or a financial detriment to the public official; a member of his or her immediate family; or a business with which he or she is associated. The financial effect of the action or decision must be distinguishable from the financial effect on the general public or a broad segment of it.

II. Who Must File:

- A. An official of a city or village holding elective office who has a potential conflict of interest. An official of the cities of Lincoln or Omaha holding elective office who has a potential conflict of interest should not file this form, but instead should use Form C-2.
- B. An official of a school district holding elective office who has a potential conflict of interest.
- C. An elective office is a public office normally filled by an election. A person appointed to fill a vacancy in a public office normally filled by election holds an elective office.

III. When and Where to File:

- A. This form should be filed as soon as the person holding elective office is aware that he or she may have a potential conflict of interest and prior to the time that the action is to be taken or the decision made.

- B. This form should be filed with the person who normally keeps records for the governing body of the official holding elective office. For example, the person who keeps records for a city or village may be the city clerk or village clerk. **This form does not need to be filed with the Commission.**
- C. The person filing the form should abstain from participating in or voting on the matter in which he or she has a potential conflict of interest. However, if the person wants an opinion from the Commission as to whether he or she has an actual conflict of interest requiring abstention or non-participation, he or she may send a copy of the form to the Commission along with request for an opinion.

Disclosure of Contractual Interests by Local Officers. If you are a local elected official disclosing an interest in a contract or an open account in which a local governing body on which you serve is a party, use NADC Form C-3, Contractual Interest Statement.

Disclosure of the Employment of Immediate Family Members. If you are disclosing the employment of an immediate family member, use NADC Form C-4, Employment of Immediate Family Members Disclosure Statement.

Definitions

Immediate family shall mean a child residing in your household, your spouse or an individual claimed by you or your spouse as a dependent for federal income tax purposes.

Business shall mean any corporation, partnership, limited liability company, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint-stock company, receivership, trust, activity, or entity. NOTE: The definition includes for profit and non-profit entities.

Business with which you are associated shall mean a business: (1) of which you are the sole proprietor; (2) or in which you are a partner, director, or officer; (3) or in which you or a member of your immediate family is a stockholder of closed corporation stock worth \$1,000 or more at fair market value or which represents more than a 5 percent equity interest, or is a stockholder of publicly traded stock worth \$10,000 or more at fair market value or which represents more than a 10 percent equity interest.

Elective office shall mean a public office filled by an election, except for federal offices. A person who is appointed to fill a vacancy in a public office which is ordinarily elective holds an elective office.

Person means a business, individual, proprietorship, firm partnership, joint venture, syndicate, business trust, labor organization, company, corporation, association, committee, or any other organization or group of persons acting jointly.

Statutory Authority: Section 49-1499.03 Revised Statutes of Nebraska.

ITEM 4

NATURE AND EXTENT OF YOUR INTEREST IN THE CONTRACT AND AMOUNT OF CONTRACT (Use ITEM 5, CONTINUATION, if necessary)

ITEM 5

CONTINUATION

(Signature)

(Date)

General Information - Filing Requirements

I. Who Must File:

A local officer with an interest in a contract to which his or her governing body or anyone for its benefit is a party must disclose the interest on the record of the body responsible for approving the contract, or in writing by filing this form.

II When to File:

An officer must declare his or her interest in a contract and the nature and extent of the interest **prior** to official consideration of the contract. The information concerning the contract listed in ITEM 3 of this form must be provided to the person in charge of keeping records of the governing body within 10 days after the contract is signed by both parties.

III. Where to File:

File with the person charged with keeping records for the governing body involved in the contract. For example, members of a County Board of Commissioners file with the County Clerk.

Disclosure of Potential Conflict of Interest by State Executive Branch Officials, Employees, and Others required to file Statements of Financial Interest. If you are disclosing a potential conflict of interest under section 49-1499 of the Accountability Act, use NADC Form C-2, Potential Conflict of Interest Statement.

Disclosure of the Employment of Immediate Family Members. If you are disclosing the employment of an immediate family member, use NADC Form C-4, Employment of Immediate Family Members Disclosure Statement.

Officer means a member of the board of directors of a natural resources district, a member of any board or commission of any county, school district, city or village which spends and administers its own funds, who is dealing with a contract made by such board or commission, and any elected county, school district, educational service unit, city, or village official, and a member of any board of directors or trustees of a district hospital as provided by the Nebraska Local Hospital District Act or a county hospital as provided by sections 23-343 to 23-343.19. Officer shall **not** mean volunteer firefighters or ambulance drivers with respect to their duties as firefighters or ambulance drivers.

Governing Body means the board of directors of a natural resources district, the board of supervisors or the board of commissioners of any county, a school district board, the board of an educational service unit, the city council of a city, the village board of a village, the board of directors or trustees of a district hospital as provided by the Nebraska Local Hospital District Act, sections 23-343.20 to 23-343.47, or a county hospital as provided by sections 23-343 to 23-343.19, or any board or commission of any county, school district, city or village which spends and administers its own funds.

An officer has an **interest** in a contract when the officer or his or her spouse, parent, or child: (a) has a business association as defined in sections 49-1408 and 49-14,103.01(5) with the business involved in the contract, or (b) will receive a direct pecuniary fee or commission as a result of the contract. An officer interested in a contract with his or her governing body may not: (1) vote on the matter of granting the contract, or (2) act for the governing body as to inspection or performance under the contract.

An **open account** established for the benefit of any governing body with a business in which an officer has an interest is considered a contract subject to disclosure requirements.

For purposes of contractual interest conflicts, as covered by section 49-14,103.01, ownership of less than five percent of the outstanding shares of a corporation shall not constitute an interest subject to disclosure.

Receiving deposits, cashing checks, and buying and selling warrants and bonds of indebtedness of a governing body by a financial institution is **not** considered a contract.

Any governing body as defined below may prohibit officers from having an interest in contracts over a specific dollar amount. A governing body may also exempt from disclosure requirements contracts for one hundred dollars or less in which an officer of the body has an interest.

Definitions

Business means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, activity or entity.

Business with which you are associated means a business: (1) in which you are a partner, director or officer; or (2) in which you or a member of your immediate family is a stockholder of closed corporation stock worth \$1,000 or more at fair market value or which represents more than a 5 percent equity interest, or is a stockholder of publicly traded stock worth \$10,000 or more at fair market value or which represents more than a 10 percent equity interest.

For purposes of contractual interest conflicts, as covered by section 49-14,103.01, ownership of less than five percent of the outstanding shares of a corporation shall not constitute an interest subject to disclosure.

Statutory Authority: Section 49-14,103.01 R.S. Supp., 1987, and sections 49-14,103.02 to 49-14,103.07 R.S. Supp., 1986.

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| NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION 11 th Floor, State Capitol P.O. Box 95086 Lincoln, NE 68509 (402) 471-2522 | EMPLOYMENT OF IMMEDIATE FAMILY MEMBERS DISCLOSURE STATEMENT NADC FORM C-4 | POSTMARK DATE | |
| | | MICROFILM NUMBER | |
| BEFORE COMPLETING THIS FORM READ THE FILING REQUIREMENTS ON PAGE 3 | | OFFICE USE ONLY | |

- Local public officials and employees employing, recommending employment, or supervising the employment of an immediate family member must disclose the employment either in writing or on the record to the governing body employing the immediate family member. **This form should not be used by state officials or employees.**
- File this form or other written disclosure with the person in charge of keeping records for the governing body employing the immediate family member.
- Persons who fail to disclose the employment of immediate family members or who otherwise do not comply with the law are subject to penalties.

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| ITEM 1 | NAME, ADDRESS AND TELEPHONE NUMBER OF PUBLIC OFFICIAL OR PUBLIC EMPLOYEE |
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Name _____ Telephone No. _____
 Last First Middle
 Address _____
 STREET ADDRESS OR RURAL ROUTE City STATE ZIP CODE

| | |
|---------------|---|
| ITEM 2 | OFFICE OR POSITION, ADDRESS, TELEPHONE, TERM OF OFFICE |
|---------------|---|

Office or Position: _____ Term: _____
 Identify City, County or District: _____
 Address: _____ Telephone _____

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| ITEM 3 | MEMBER OF YOUR IMMEDIATE FAMILY WHOM YOU INTEND TO EMPLOY, RECOMMEND FOR EMPLOYMENT, OR SUPERVISE (Use ITEM 5 CONTINUATION, if necessary) |
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|----------------|--|
| A. Name _____ | Relationship _____ |
| Position _____ | Employer _____ (IDENTIFY CITY, COUNTY, OR DISTRICT) |
| B. Name _____ | Relationship _____ |
| Position _____ | Employer _____ (IDENTIFY CITY, COUNTY OR DISTRICT) |
| C. Name _____ | Relationship _____ |
| Position _____ | Employer _____ (IDENTIFY CITY, COUNTY OR DISTRICT) |

ITEM 4 | FOR NEWLY ELECTED OR APPOINTED PUBLIC OFFICIALS AND EMPLOYEES

List members of your immediate family who were employed before your election or appointment and who are now employed or supervised by you.

A. Name _____ Relationship _____

Position _____ Employer _____

Date Hired _____ (IDENTIFY CITY, COUNTY OR DISTRICT)

B. Name _____ Relationship _____

Position _____ Employer _____

Date Hired _____ (IDENTIFY CITY, COUNTY OR DISTRICT)

(Use ITEM 5, CONTINUATION, if necessary)

ITEM 5 | CONTINUATION

(Signature)

(Date)

General Information - Filing Requirements

A public official or public employee of a political subdivision may employ, recommend the employment of, or supervise the employment of an immediate family member if:

- 1) he or she does not abuse his or her official position; and
- 2) makes a written disclosure with the person in charge of keeping records for the governing body or a disclosure on the record to the governing body; and
- 3) he or she has first made a reasonable solicitation and consideration of applications for such employment:

NOTE: Examples of abuse of one's position could include, but are not limited to, (1) providing an unreasonably high salary, (2) not requiring the employee to actually perform the duties of his or her position, (3) terminating another employee to make a position available for an immediate family member, (4) hiring an immediate family member who is not qualified to hold the position.

I. Who Must File:

- A. Public officials and employees of political subdivisions employing, recommending employment, or supervising the employment of an immediate family member must make a disclosure to the person in charge of keeping records for the governing body of the entity. Where applicable the disclosure may be made on the record to the governing body of the entity in lieu of a written disclosure.
- B. Public officials and employees who currently employ or supervise an immediate family member(s) employed prior to the election or appointment of the public official or public employee.

II. When to File:

- A. Public officials and employees must file prior to employing, recommending employment, or supervising the employment of an immediate family member.

Governing body means the village board of a village, the city council of a city, the board of commissioners or board of supervisors of a county, the board of directors of a public power district, or any body with the ultimate power to determine the entity's policies and control its activities.

- B. Newly elected or appointed public officials or employees shall file prior to or as soon as reasonably possible after the official date of taking office.

III. Where to File:

This form or other written disclosure should be filed with the person in charge of keeping records for the governing body of the entity served. (i.e., officials and employees of public power districts file with the district office; county officials and employees file with the county clerk; city or village officials or employees file with the city or village clerk; officials and employees of natural resource districts file with the office of the district manager; school district officials and employees file with the district superintendent or secretary of the school board. **Disclosure need not be made to the Nebraska Accountability and Disclosure Commission.**

Disclosure of Contractual Interests by Local Officers. If you are disclosing an interest in a contract to which a local governing body on which you serve is a party, use NADC Form C-3, Contractual Interest Statement.

Disclosure of Potential Conflict of Interest by Officials, Employees, and Others Required to file Statements of Financial Interests. If you are disclosing a potential conflict of interest use NADC Form C-2, or NADC Form C-2A Potential Conflict of Interest Statement.

NOTE: This form should not be used by State officials or State employees. See §49-1499.07 of the Nebraska Revised Statutes or contact the Commission.

Definitions

Immediate Family Member means a child residing in an individual's household, a spouse of an individual, or an individual claimed by the public official or employee or his or her spouse as a dependent for federal income tax purposes.

Statutory Authority: Section 49-1499.04 Revised Statutes of Nebraska.