

AGENDA

School District #145 - Waverly Public Schools

1. OPENING OF THE MEETING

1. Call to Order
2. Open Meetings Act
3. Publication of Meeting
4. Roll Call

Approve the excused absence, from the May 20, 2020 Special Meeting, of Jessica Zuniga Passed with a motion by Board Member #1 and a second by Board Member #2.

5. Pledge of Allegiance

2. APPROVAL OF AGENDA

1. Approve Agenda

Approval of the agenda for the meeting Passed with a motion by Board Member #1 and a second by Board Member #2.

3. Convene Closed Session

1. Convene Closed Session

Approve convening into closed session at _____ P.M. to discuss real estate matters and protect the public interest Passed with a motion by Board Member #1 and a second by Board Member #2.

1. Restate Closed Session Reason

4. Reconvene to Open Session

1. Reconvene Open Session

To reconvene in open session at ____ P.M. Passed with a motion by Board Member #1 and a second by Board Member #2.

5. ACTION ITEMS

1. EFIS at Waverly High School

Approve Cheever Construction's bid of \$297,000, to remove the Waverly High School Auxiliary Gym EFIS and install Nichiha fiber cement panels, Passed with a motion by Board Member #1 and a second by Board Member #2.

2. Waverly Middle School Security Camera System

Approve Commonwealth Electric, to upgrade the Waverly Middle School Security Camera System, at a cost of \$132,512.14 Passed with a motion by Board Member #1 and a second by Board Member #2.

3. **Discuss, consider and take all necessary action with regard to the proposed real estate Purchase Agreement by and between Lancaster County School District 55-0145 a/k/a Waverly School District 145, as Seller, and the City of Waverly, as Buyer, for a parcel of land on the Waverly Middle School building site consisting of the .30 acres in the situated along the east boundary of Lot 67, Riley Estates Addition to Waverly, Nebraska, situated at a point measured from the southeast corner of said Lot 67, north along such line approximately 688 feet to the point of beginning, such parcel being for roadway right of way for Dovers Street where it intersects with 140th Street, as plated, as more particularly described in the Purchase Agreement.**

APPROVE the real estate Purchase Agreement by and between Lancaster County School District 55-0145 a/k/a Waverly School District 145, as Seller, and the City of Waverly, as Buyer, and all terms thereof, for a parcel of land on the Waverly Middle School building site consisting of the .30 acres in the situated along the east boundary of Lot 67, Riley Estates Addition to Waverly, Nebraska, situated at a point measured from the southeast corner of said Lot 67, north along such line approximately 688 feet to the point of beginning, such parcel being for roadway right of way for Dovers Street where it intersects with 140th Street, as plated, and as more particularly described in the Purchase Agreement incorporated into this Motion by this reference as if fully set forth therein; and, FURTHER HEREBY AUTHORIZES the President of the Board of Education to (1) sign the Purchase Agreement on behalf of the Board of Education, (2) send a letter to the City of

Waverly requesting consultation on the traffic engineering for 140th and Dovers Street, a copy of which is incorporated into this Motion by this reference as if fully set forth therein, and (3) to take all other action necessary to carry such Agreement into effect. Passed with a motion by Board Member #1 and a second by Board Member #2.

6. Adjournment

7. For Your Information

Meeting Notice

Notice of Special Board Meeting
School District 145 (aka Waverly Public Schools)

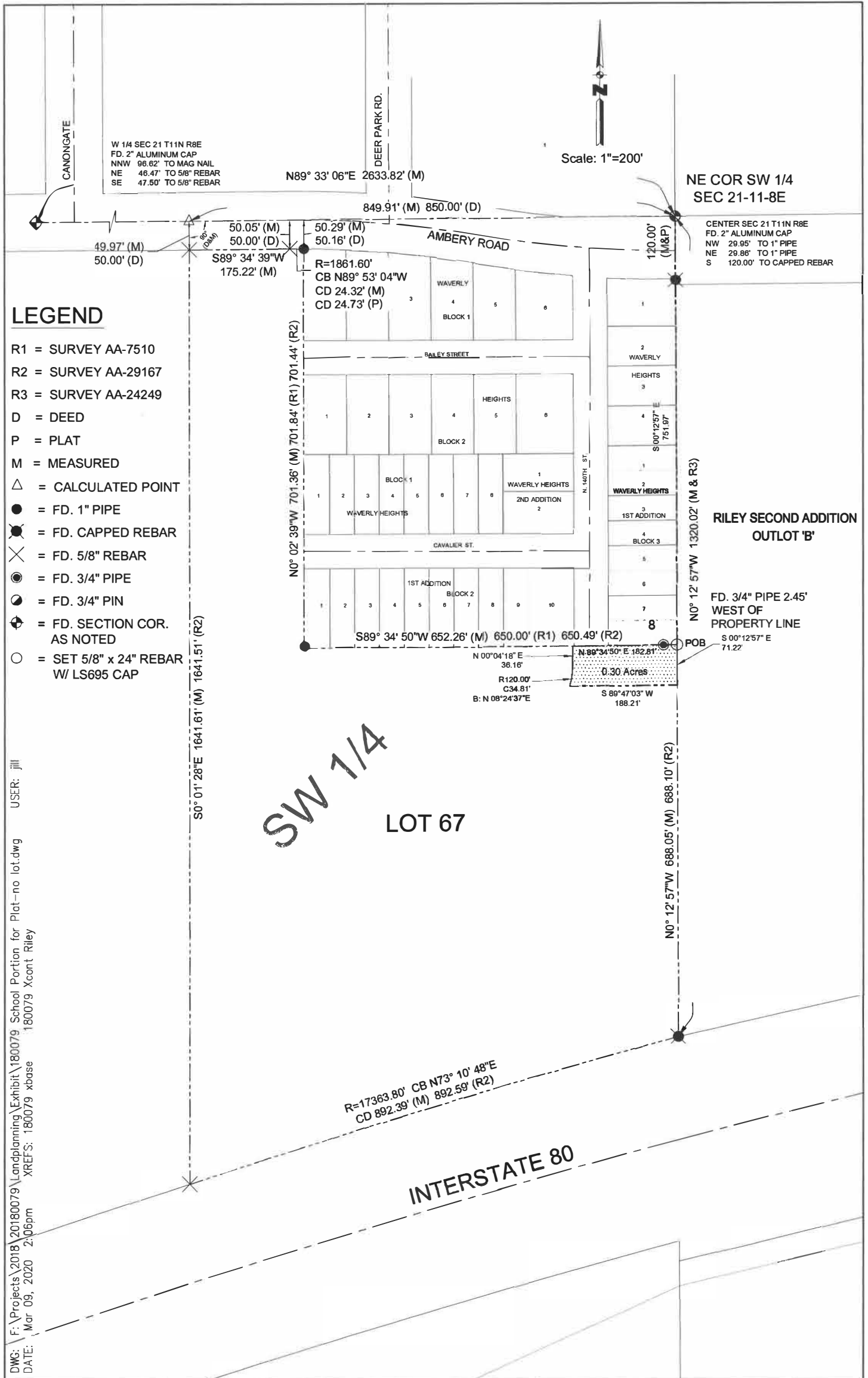
The School District 145-Waverly Board of Education will convene in special session at 6:00 p.m. on Wednesday, May 20th, 2020 in the Waverly High School Library, 13401 Amberly Road, Waverly, Nebraska.

The agenda for this meeting, which shall be kept continually current, shall be readily available for public inspection at the School District 145-Waverly Central Office, located at 14511 Heywood Street, Waverly, Nebraska.

Posted this 14th day of May, 2020.

A handwritten signature in black ink that reads "Cory Worrell". The signature is written in a cursive style with a large, stylized initial "C".

Cory Worrell
Superintendent



LEGEND

- R1 = SURVEY AA-7510
- R2 = SURVEY AA-29167
- R3 = SURVEY AA-24249
- D = DEED
- P = PLAT
- M = MEASURED
- △ = CALCULATED POINT
- = FD. 1" PIPE
- ⊗ = FD. CAPPED REBAR
- ⊗ = FD. 5/8" REBAR
- ⊙ = FD. 3/4" PIPE
- ⊙ = FD. 3/4" PIN
- ⊕ = FD. SECTION COR. AS NOTED
- = SET 5/8" x 24" REBAR W/ LS695 CAP

USER: jill

DATE: 03/09/2020

F:\Projects\2018\20180079\Landplanning\Exhibit\180079_School Portion for Plat--no lot.dwg
 XREFS: 180079_xbase 180079_xcont Riley

DATE: 03/09/2020

drawn by: jds
 checked by: -
 project no.: 2018-0079
 date: 03/09/2020

SCHOOL DISTRICT 145 RILEY ESTATES LINCOLN, NEBRASKA



Civil Design Group, Inc.
 8535 EXECUTIVE WOODS, DR., SUITE 200
 Lincoln, Nebraska 68512
 Ph. 402-434-8494 Fax 866-215-8747
 www.civildg.com

CONSULTING ENGINEERS • LAND USE PLANNERS
 CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING

EXHIBIT

1

A PORTION OF LOT 67

A legal description of a part of Lot 67 Irregular Tracts, located in the Southwest Quarter of Section 21, Township 11 North, Range 8 East, of the 6th P.M., Waverly, Lancaster County, Nebraska and more particularly described as follows:

Referring to the Northeast Corner of the Southwest Quarter of said Section 21; Thence South on the East Line of the Southwest Quarter, on the East Line of "Waverly Heights" and on the East Line of "Waverly Heights 1st Addition", on an assumed bearing of S 00°12'57" E for a distance of 751.97' to the Southeast Corner of Lot 8, Block 3 "Waverly Heights 1st Addition", said point being a Corner of Lot 67 Irregular Tracts, said point also being the Point of Beginning:

Thence S 00°12'57" E, continuing on the East Line of the Southwest Quarter of Section 21 and on the East Line of Lot 67 Irregular Tracts for a distance of 71.22'; Thence S 89°47'03" W for a distance of 188.21'; Thence with a non-tangential curve turning to the left with an arc length of 34.93', with a radius of 120.00', with a chord bearing of N 08°24'37" E, with a chord distance of 34.81'; Thence N 00°04'18" E for a distance of 36.16' to a point on the Line common to Lot 67 Irregular Tracts and the South Line of "Waverly Heights 1st Addition"; Thence N 89°34'50" E, on the Line common to Lot 67 Irregular Tracts and the South Line of "Waverly Heights 1st Addition" for a distance of 182.81' to the Point of Beginning, and having a calculated area of 0.30 Acres more or less.

Subject to any and all easement restrictions of record.

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (hereinafter referred to as the “Agreement”), is made and entered into this ____ day of June, 2020, by and between **LANCASTER COUNTY SCHOOL DISTRICT 55-0145 a/k/a WAVERLY SCHOOL DISTRICT 145** (“Seller”); and the **CITY OF WAVERLY**, a Nebraska municipal corporation (“Buyer”). Seller and Buyer are each a “Party” and collectively the “Parties.”

WITNESSETH:

WHEREAS, Seller owns a fee simple interest in real property described in **Exhibit “A,”** attached hereto and incorporated herein (the “Property”);

WHEREAS, Buyer is a Nebraska municipal corporation, and Buyer is desirous of purchasing the Property from Seller for a public purpose, namely a public roadway and right-of-way;

WHEREAS, Buyer desires to purchase and Seller agrees to sell Buyer its fee simple interest in the Property;

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements contained herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Purchase Price.** The purchase price for the Property shall be the sum of Thirteen Thousand and no/100 Dollars (\$13,000.00) (the “Purchase Price”). The Purchase Price shall be payable by Buyer to Seller in cash, cashier’s check, or certified check at time of delivery of the Deed (as hereinafter defined).

2. **Date of Closing.** The date for the closing of this sale shall be on or before June 30, 2020, or at such other time as the Parties shall mutually agree upon in writing. (the “Closing”).

3. **Place and Costs of Closing.** The City shall designate a Title Company to serve as closing agent for this sale. The Title Company’s closing fees shall be paid by Buyer.

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

- a. **Title Insurance Commitment.** Buyer shall obtain a current title insurance commitment (the “Title Commitment”) from the Title Company 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 intended use of the Property. In the event any defects in title are discovered, Seller shall have a reasonable period of time to correct said defect, not to exceed Sixty (60) days from the date of delivery of Buyer’s attorney’s opinion describing the defect. In the event such defect cannot be

cured within said Sixty (60) day period, then Buyer may, solely at its option, (i) rescind this Agreement; or (ii) extend the Closing for a reasonable period of time to permit Seller to cure such defect.

- b. Delivery of Deed. At Closing, Seller shall deliver to Buyer a Warranty Deed in form satisfactory to Buyer's counsel conveying marketable fee simple title to Buyer, free and clear of all liens, encumbrances, but subject to easements and restrictions of record as described herein.

5. **Real Estate Taxes and Assessments.** Seller is a tax-exempt political subdivision of the State of Nebraska, and as such, there are no real estate taxes levied or owed on the Property. To the extent that there are any real estate taxes Seller shall pay any real estate taxes relative to the Property levied and assessed for calendar years 2019 and all prior years. The real estate taxes relative to the Property levied and assessed for calendar year 2020, if any, shall be pro-rated between the Seller and the Buyer from January 1, 2020, to Closing, using the most currently available information as the basis of proration.

6. **Closing Documents.** Buyer shall prepare and pay the cost of preparing all closing documents. Subject to performance by the Buyer and the Seller of their respective obligations hereunder, the Buyer and the Seller agree to fully execute as necessary and to deliver at the Closing the following:

- a. Seller's deliveries shall be:
 - i. The Deed described in Section 4(b) to be prepared.
- b. Buyer's deliveries shall be:
 - i. The Purchase Price; and
 - ii. Funds to pay the filing fee for the Warranty Deed.
- c. At Closing, adjustments shall be made on a closing statement to reflect payment by Seller of: (i) Seller's share of the real estate taxes, if any; and payment by Buyer of (ii) the cost of recording the Deed; and the cost of the Title Company's closing fees.

7. **Possession, Maintenance, and Risk of Loss.**

- a. Possession. Seller shall deliver possession of the Property to Buyer at Closing. Seller represents and warrants that there are no leases or other agreements relating to the Property.
- b. Maintenance of Property. Prior to Closing, Seller shall commit no waste upon the Property and shall maintain the Property in good condition.
- c. Risk of Loss. Seller shall maintain the risk of loss of the Property until title to

the Property has been transferred to Buyer. From and after the time in which Buyer obtains title to the Property, Buyer shall retain the risk of loss of the Property.

8. **Brokerage Fees.** Each Party hereto warrants that it has not incurred any real estate brokerage fees, or any other fees to any third party in connection with this purchase and sale.

9. **Additional Conditions.** As additional consideration for the acquisition of the Property, the City agrees to the following material conditions:

- a. **Traffic Control.** The City shall at its cost establish and implement such traffic control devices and pedestrian/student safety measures at the intersection of Dovers Street and N. 140th Street as recommended by the City's engineers.
- b. **Drainage.** The City will require as a condition to approval that the developer of Riley 2nd Addition work cooperatively with the Seller and its engineers to design and implement a drainage control system that does not adversely affect Seller's real property adjacent to the Property. The cost of any design and modification of the drainage control system shall be borne by the developer, the City and/or their successor in interest, and the Seller shall be held harmless thereon.
- c. **No Assessment.** The City shall not assess the Seller or owners of real property adjacent to the Property for purposes of road improvements to be constructed as part of Riley 2nd Addition.

10. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective assigns and successors.

11. **Miscellaneous.** This Agreement contains all the agreements and conditions made between the Parties, and no statement, promise, representative or inducement relating hereto which is not contained herein shall be valid or binding. This Agreement may be modified or amended only by a writing signed by all Parties thereto.

12. **Time of Essence.** Time shall be of the essence with respect to all the terms and provisions of this Agreement.

13. **Governing Law.** This Agreement shall be constructed and enforced in accordance with the laws of the State of Nebraska.

14. **Certification of Domestic Status.** By their signatures below, Seller declares and certifies, under penalty of perjury, that:

- a. Seller's federal taxpayer identification number is _____;
- b. Seller is not a foreign person, partnership, or corporation; and

c. Seller is a "United States person" as such term is defined in Section 7701(a)(30) of the Internal Revenue Code, as amended (the "Code"), with a home or office address at the address specified herein.

Seller's certification in this Section 13 is furnished pursuant to the requirements of Section 1445 of the Code, which provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. Seller is making this certification to inform Buyer that withholding is not required. Seller understands that this certification may be disclosed to the Internal Revenue Service by Buyer and that any false statement contained herein may be punished by fine, imprisonment, or both.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the first date above written.

SELLER:

Seller's Address:

14511 Heywood Street
PO Box 426
Waverly, NE 68462

LANCASTER COUNTY SCHOOL DISTRICT 55-
0145, a/k/a WAVERLY SCHOOL DISTRICT 145:

By:

Its: _____

BUYER:

Buyer's Address:

14130 Lancashire Street
PO Box 427
Waverly, NE 68462

THE CITY OF WAVERLY, A Nebraska
Municipal Corporation.

By:

Michael J. Werner, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2020, duly authorized representative and on behalf of Lancaster County School District 55-0145, also known as Waverly School District 145.

(SEAL)

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2020, by Michael J. Werner, Mayor, the City of Waverly, duly authorized representative and on behalf of the City of Waverly, a Nebraska municipal corporation.

(SEAL)

Notary Public

EXHIBIT A