

Fremont Board of Education
Board of Education Regular Meeting
Board Room
130 E 9th St
Main St Education & Administration Center
Fremont, NE 68025
Monday, September 12, 2022 6:30 PM

AGENDA SUMMARY

1. CALL TO ORDER AND ROLL CALL

INDIVIDUALS WISHING TO ADDRESS THE BOARD WILL BE RECOGNIZED TO SPEAK AT THE BOARD TABLE. WHEN RECOGNIZED BY THE CHAIR, PLEASE STATE YOUR NAME BEFORE PROCEEDING WITH YOUR COMMENTS. A MAXIMUM TIME LIMIT OF 5 MINUTES WILL BE ALLOWED FOR EACH AUDIENCE UNLESS AN EXCEPTION IS GRANTED BY THE CHAIR.

1.1. Open Meetings Act

A copy of the Open Meetings Act is posted in the Board Room. The Board may meet in Closed Session to consider issues including, but not limited to 1) strategy sessions with respect to collective bargaining, real estate purchases, or litigation; 2) discussion regarding deployment of security personnel or devices; 3) investigative proceedings regarding allegations or misconduct; or 4) evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person or persons. The vote to hold a Closed Session shall be taken in open session and the subject matter and reason for the session shall be included in the motion. The motion and the vote of each member of the Board and the time when the session commenced and concluded shall be recorded in the minutes. If the motion passes, the President will restate on the record the limitation of the subject matter of the Closed Session.

2. CONSENT SECTION

All matters listed under the Consent Section are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item(s) will be considered at the end of the Consent Section.

Motion to approve the consent section as presented passed with a motion by Board Member #1 and a second by Board Member #2.

2.1. Legality of Meeting

Approve that all legal requirements have been met as to advance notice of this meeting to both individual Board Members and to the public.

2.2. Approval of Agenda

Approval of the agenda as published/revised. Note that items can be removed or amended from the published agenda at this time but additions can be made only through an emergency resolution.

2.3. Minutes from Previous Meeting(s)

2.4. Policy & Board Reports

2.4.1. Option Enrollment

2.4.2. Student Enrollment

2.5. Personnel Reports

2.5.1. Certified / Classified Monthly Personnel Report

2.6. Business Reports

2.6.1. Bill Listing

2.6.2. Fund Reports

2.7. Surplus/Salvage Items

- Bell Field
- Learning Center
- Rule 4 Textbook Loan Program

3. REPORT ITEMS

3.1. FEA

3.2. Update on Board of Education Goal #2 Facilities: Bond Project Update

3.3. Update on Board Goal #6 Budget Finance Strategies - Budget Development Update

3.4. Review Board Policy 66F.5e, Automated External Defibrillator AEDs

Guidelines are to be discussed and/or reviewed annually and reported to the Board of Education by the Superintendent of Schools.

4. ACTION ITEMS

4.1. Board Items

4.1.1. Board Policy 16F Policy Revision / Replacement

Due to changes in statute / rule and recent NDE / court decisions Fremont Public Schools Policy 16F CHILD ABUSE requires significant modification at the recommendation of legal counsel.

The attached new policy 16F Child Abuse - Neglect, and administrative regulations are recommended for approval.

Motion to waive the two reading process outlined in policy 85E and approve revised Board Policy 16F Child Abuse on First Reading passed with a motion by Board Member #1 and a second by Board Member #2.

4.2. Elementary/Secondary Items

4.2.1. Out of State Travel Request FHS

See Memo

Motion to approve Fremont Varsity Boys Basketball Team to accept the invitation to participate in the Seahawk Holiday Basketball Tournament at Hilton Head High School in Hilton Head Island, SC December 18-21, 2022. Fundraising will be complete by November 1, 2022. passed with a motion by Board Member #1 and a second by Board Member #2.

4.3. Curriculum and Instruction Items

4.4. Personnel Items

4.5. Business/Facility Items

4.5.1. Property Purchase Agreement

See Attachments

Since the passage of the Bond Issue September 14, 2021 the Board of Education and administration have been working with landholders within the community on securing a piece of land for the development of a new elementary school replacing the current Clarmar Elementary. Several sites were evaluated by the District's architects/engineers. A site within the Deer Pointe subdivision was identified and chosen to pursue. The Board of Education and administration have worked with the Sidner Law Firm to successfully negotiate the purchase and development of the site with the Diers family.

The school district, our professional team and the Diers family and their professional team have worked together with the City of Fremont to identify the process and necessary submittals to seek approval on the site for annexation, preliminary plat, final plat and infrastructure development.

It is the recommendation of the Board of Education Facilities Committee and District administration to move forward entering into a purchase agreement with Charles H. Diers LLC on the purchase of Lots 1 & 2 Block 1 of Diers 8th Addition authorizing the Board of Education President and the Superintendent of Schools, or designee to complete the transaction.

Motion that the Board of Education of this School District should and does hereby authorize and approve the real estate purchase and sale agreement ("Purchase Agreement") by and between Charles H. Diers LLC, as Seller, and Dodge County School District #001, aka Fremont Public Schools, as Buyer, for the purchase of Lot 1 & 2 of Block 1, Diers 8th Addition, Fremont, Dodge County, Nebraska, in the form on file with official records of the School District or with such changes as are deemed necessary and in the best interest of the School District and approved by the Board President, Superintendent of Schools, or designee of either, and authorize and ratify the Board President or Superintendent of Schools, or designee to sign and deliver the Purchase Agreement and Development Agreement, to sign and deliver any documents, or other agreements called for in such Purchase Agreement, to retain any necessary professionals for assistance, to pay the purchase price and all other related costs and expenses, and to take all other action necessary to close the purchase and conveyance transaction and to carry such Purchase Agreement into effect, and approve purchase of Lot 1 & 2 of Block 1, Diers 8th Addition for a purchase price of \$950,000 and development costs of \$550,000 notwithstanding professional services required to gain City of Fremont approval for the preliminary and final plat, with an appraisal on file passed with a motion by Board Member #1 and a second by Board Member #2.

5. Please Note: Next Meeting Wednesday, September 28th at 6:00 p.m. to consider and adopt budget and levy.
6. CLOSED SESSION

Fremont Public Schools Board of Education is authorized by state statute to hold closed sessions. Closed sessions may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual. Reasons that meet this standard include but are not limited to: (a) strategy sessions with respect to collective bargaining, real estate matters, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; (b) discussion regarding deployment of security personnel or devices; (c) investigative proceedings regarding allegations of criminal misconduct; (d) evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; and (e) legal advice. Motion to go into Closed Session passed with a motion by Board Member #1 and a second by Board Member #2.

7. ADJOURNMENT

Motion to adjourn passed with a motion by Board Member #1 and a second by Board Member #2.

Posted Locations:

- Fremont Tribune
Posted Date: 7/30/22

- Dodge County Courthouse
- City of Fremont Municipal Building
- Main Street Education and Administration Center
Posted Date: 8/3/22

Board of Education Regular Meeting

Monday, August 8, 2022 6:35 PM

Board Room

Main St Education and Administration Center

130 E 9th St

Fremont, NE 68025

Attendance Taken at 6:33 PM.

Todd Hansen: Present
Jon Ludvigsen: Present
Pam Murphy: Present
Mike Petersen: Absent
Sandi Proskovec: Present
Terry Sorensen: Present

1. CALL TO ORDER AND ROLL CALL

1.1. Open Meetings Act

2. CONSENT SECTION

Motion to approve the consent section as presented passed with a motion by Terry Sorensen and a second by Pam Murphy.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Sandi Proskovec: Yea, Terry Sorensen: Yea

Yea: 5, Nay: 0

2.1. Legality of Meeting

Approved that all legal requirements have been met as to advance notice of this meeting to both individual Board Members and to the public.

2.2. Approval of Agenda

Approval of the agenda as revised.

2.3. Minutes from Previous Meeting(s) [Regular Mtg July11](#) [Special Mtg July 26](#)

2.4. Policy & Board Reports

2.4.1. [Option Enrollment](#)

2.4.2. Student Enrollment

2.5. Personnel Reports

2.5.1. Certified / Classified Monthly Personnel Report

2.6. Business Reports

2.6.1. Bill Listing

2.6.2. Fund Reports

2.7. Surplus/Salvage Items

- [FMS](#)
- [FHS](#)

3. REPORT ITEMS

3.1. FEA

FEA President Doug Sheppard was present. Teachers in the audience introduced themselves.

3.2. Update on Board of Education Goal #2 Facilities: Bond Project Update

Roger Slosson and Cleve Reeves with BVH, and Dan Ridder with Hausmann Construction presented an update on current bond projects and timeline.

3.3. Update on Board Goal #5 School and Community Climate / Culture and Board Goal #7 Community Engagement: FPS and Fremont Family Coalition Partnership

This update was presented by Director of Professional Learning/Federal Programs Brent Cudly, Director of Fremont Area United Way Executive Director Christy Fiala; and Executive Director Fremont Family Coalition Michelle Padilla.

3.4. Update on Board Goal # 6 Budget / Finance Strategies - Budget Calendar Timeline

4. ACTION ITEMS

4.1. Board Items

4.1.1. Board Clerk

Due to Lynn Fuchser's retirement effective October 31, 2022, Hope Pierce will take over responsibilities as Board Clerk, effective October 28, 2022.

Motion to approve naming Hope Pierce as Board Clerk effective October 28, 2022 passed with a motion by Jon Ludvigsen and a second by Todd Hansen.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Sandi Proskovec: Yea, Terry Sorensen: Yea
Yea: 5, Nay: 0

4.2. Elementary/Secondary Items

4.2.1. Request for Early Dismissal - FMS and JCAC

See Memo

Motion to approve FMS and JCAC Early Dismissal at 12:00 p.m. on Friday, April 28, 2023 for the Annual Middle School Track Invationals which starts at 1:00 p.m. passed with a motion by Pam Murphy and a second by Terry Sorensen.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Sandi Proskovec: Yea, Terry Sorensen: Yea
Yea: 5, Nay: 0

4.2.2. Donation to Fremont Middle School

See attachment

Motion to approve \$1,500.00 monetary donation to the Urban Tiger Room at Fremont Middle School from Fremont Rotary Club passed with a motion by Todd Hansen and a second by Jon Ludvigsen.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Sandi Proskovec: Yea, Terry Sorensen: Yea
Yea: 5, Nay: 0

4.2.3. Donation to Fremont High School

See attachment

Motion to approve \$1,500.00 cash donation to The Hub at Fremont High School from Fremont Rotary Club passed with a motion by Terry Sorensen and a second by Todd Hansen.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Sandi Proskovec: Yea, Terry Sorensen: Yea
Yea: 5, Nay: 0

4.3. Curriculum and Instruction Items

4.4. Personnel Items

4.5. Business/Facility Items

4.5.1. Budget Amendment Approval

Brad Dahl recommended approval of the 2021-2022 Budget Amendment as published. A hearing was held prior to this meeting.

Motion to approve 2021-2022 Budget Amendment as published passed with a motion by Terry Sorensen and a second by Pam Murphy.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Sandi Proskovec: Yea, Terry Sorensen: Yea
Yea: 5, Nay: 0

4.5.2. Transportation Agreement with Student Transportation of Nebraska, Inc.

Due to the district's lack of success in finding trained bus drivers the district sought pricing from three providers to assist in meeting the daily transportation needs of the district. Pricing was received from Student Transportation of Nebraska, Inc. with details outlined in the motion below. The Board, by approving this agreement with Student Transportation of Nebraska, Inc. is approving the contract documents, and all associated documents related thereto according to the terms and conditions as on file with district records or such other or additional terms and provisions as negotiated and approved by the Associate Superintendent or a designee, and the Board is hereby delegating to and authorizing the Associate Superintendent or a designee to sign, execute, and deliver the contract documents and all such related documents, make all contract payments, and to take or cause to be taken any and all other action and sign any other documents as may be necessary to complete the transaction, and to administer, operate, and/or implement the contract and all associated documents related thereto on a day-to-day basis during this project as contemplated thereby, for and on behalf of this school district, and hereby designates the Director of Operations, or another person as selected by the Associate Superintendent or a designee from time to time as its program administrator under this agreement. Motion to approve the agreement between Fremont Public Schools and Student Transportation of Nebraska, Inc. for two (2) daily AM & PM route school buses and two (2) daily PM only route school buses to meet the route needs for the 2022-23 regular school year. This initial agreement will begin with the start of school on August 15th and end on December 21st, 2022 provided both parties agree to continue service for the 2nd Semester. The daily rate for the AM & PM routes will be \$504.30

and the PM only rate will be \$252.15. Motion to approve the above agreement passed with a motion by Jon Ludvigsen and a second by Terry Sorensen.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Sandi Proskovec: Yea, Terry Sorensen: Yea
Yea: 5, Nay: 0

5. CLOSED SESSION

Fremont Public Schools Board of Education is authorized by state statute to hold closed sessions. Closed sessions may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual. Reasons that meet this standard include but are not limited to: (a) strategy sessions with respect to collective bargaining, real estate matters, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; (b) discussion regarding deployment of security personnel or devices; (c) investigative proceedings regarding allegations of criminal misconduct; (d) evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; and (e) legal advice. Motion to go into Closed Session passed with a motion by Pam Murphy and a second by Jon Ludvigsen. 7:37 p.m.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Sandi Proskovec: Yea, Terry Sorensen: Yea Yea: 5, Nay: 0

Following a short break the Board convened in Closed Session. 7:42 p.m.

Motion to return to open session passed with a motion by Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Mike Petersen: Yea, Sandi Proskovec: Yea, Terry Sorensen. 8:25 p.m.

6. ADJOURNMENT

Motion to adjourn passed with a motion by Terry Sorensen and a second by Pam Murphy.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Sandi Proskovec: Yea, Terry Sorensen: Yea 8:26 p.m.
Yea: 5 Nay: 0

Board Secretary

Posted Locations:

- Fremont Tribune
- Posted Date: 7/30/22

- Dodge County Courthouse
 - City of Fremont Municipal Building
 - Main Street Education and Administration Center
- Posted Date: 8/3/22

Special Budget Amendment Hearing
Monday, August 8, 2022 6:30 PM
Board Room
Main St Education and Administration Center
130 E 9th St
Fremont, NE 68025

Attendance Taken at 6:30 PM.

Todd Hansen: Present
Jon Ludvigsen: Present
Pam Murphy: Present
Mike Petersen: Absent
Sandi Proskovec: Present
Terry Sorensen: Present

1. CALL TO ORDER AND ROLL CALL

1.1. Open Meetings Act

2. CONSENT SECTION

Motion to approve the consent section as presented passed with a motion by Terry Sorensen and a second by Pam Murphy.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Sandi Proskovec: Yea, Terry Sorensen: Yea
Yea: 5, Nay: 0

2.1. Legality of Meeting

Approved that all legal requirements have been met as to advance notice of this meeting to both individual Board Members and to the public.

2.2. Approval of Agenda

Approval of the agenda as published.

3. Public Hearing on Proposed Budget Amendment

Brad Dahl presented information on the proposed Budget Amendment.

3.1. Open Hearing

Motion to open hearing for public comment passed with a motion by Jon Ludvigsen and a second by Todd Hansen.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Sandi Proskovec: Yea, Terry Sorensen: Yea

Yea: 5, Nay: 0

3.2. Public Comment

There was no public comment.

3.3. Close hearing

Motion to close hearing passed with a motion by Pam Murphy and a second by Todd Hansen.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Sandi Proskovec: Yea, Terry Sorensen: Yea

Yea: 5, Nay: 0

4. ADJOURNMENT

Motion to adjourn passed with a motion by Terry Sorensen and a second by Pam Murphy.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Sandi Proskovec: Yea, Terry

Sorensen: Yea 6:32 p.m.

Yea: 5, Nay: 0

Board Secretary

**FREMONT PUBLIC SCHOOLS
OPTION ENROLLMENT REPORT
September 12, 2022**

ENTER 2022-2023

	<u>Grade</u>	<u>From</u>
Dunn, Zachary 2 year rule applies	4	Logan View
Escovedo, Atticus 2 year rule applies	6	North Bend
Friedrich, Chase 2 year rule applies	10	North Bend
Hussey, Joshua 2 year rule applies	5	Logan View
MacNeill, Wyatt 2 year rule applies	2	Scribner
Rascon, Beyonce 2 yr rule applies	11	DC West
Smith, Novali 2 year rule applies	2	Logan View

EXIT 2022-2023

	<u>Grade</u>	<u>To</u>
Conley, Emery	K	
Conley, Yara	5	
McIntosh, Kinm	4	Cedar Bluffs
Chillingworth, Keoni Previous option from OPS to Millard, moved to Fremont and continuing option to Millard	12	
Hussey, Tanner	6	
Hussey, Wesley 2 yr rule applies	12	Logan View
LeCrone, Cadence	5	Cedar Bluffs
Montez-Quintanilla, Crystal	10	Cedar Bluffs
Shaner, Dale	11	
Shaner, Lucas	10	Cedar Bluffs
Wonder, Tyler	6	Cedar Bluffs

Change of Status

Alvarez, Armando Previous option from Elkhorn to Fremont, attending resident district Elkhorn	6	
Diesterhaupt, Henry Previous option from Fremont to Arlington, attending Fremont	2	

Dunn, Damien
 Previous option from OPS to Fremont, no longer attending Fremont

Gustafson, Kale 12
 Previous option from Logan View to Fremont, no longer attending Fremont

Magana-Axomulco, Ayllie 3
 Magana-Axomulco, Zaid 4
 Magana-Axomulco, Zureydi 2
 Previous option from DC West to Fremont, attending resident district DC West

Malinowski, Alexander 6
 Previous option from OPS to Fremont, attending resident district OPS

Miller, Joshua 4
 Previous option from Logan View to Fremont, attending resident district Logan View

Price, Mia 12
 Previous option from Fremont to Cedar Bluffs, attending Fremont

Ruda, Isabella 11
 Previous option from North Bend to Fremont, attending Logan View

Salas, Antonio 10
 Previous option from Elkhorn to Fremont, attending resident district Elkhorn

Sintek, Morgan 8
 Previous option from Bennington to Fremont, moved to Fremont

Summerfield, Jayden 3
 Previous option from Cedar Bluffs to Fremont, moved to Fremont

White, Layla 6
 White, Maggie 2
 Previous option from North Bend to Fremont, attending Logan View

Woodcock, Maison 6
 Previous option from Fremont to Cedar Bluffs, mother cancelled option

DENIED

Denied by FPS to option in from Valley, program at capacity

Elementary – Julie Anderson
 Elementary Secretaries
 Middle School Guidance
 Senior High Guidance
 Student Services – Brad Dahl
 Transportation – Jeff Rump
 Athletic Director – Scott Anderson
 Registrar – Lori Essen
 K-12 Principals

Fremont Public Schools Enrollment Report Sept 7, 2022

	Senior High/LC combined	Learning Ctr (column not in sum as they are included in FHS#s)	YAP	Middle School	Johnson Crossing	Bell Field	Clarmar	Grant	Howard	Linden	Milliken Pk	Washington	Cont Out/ Rule 18	Trin/Berg (Title and/or SPED)	Pathfinder	Home Based or Head Start or Walk In	Sixpence	Total
PreSchool						34	27	29	32	31	29	27	0	1		56	29	295
Free/Reduced						17	9	16	15	17	11	11	0	1		17	7	120
SpED						16	10	14	9	4	9	10	0	0		56	3	131
Kindergarten						43	41	21	65	72	48	79	1	2	0			372
Classroom Teachers						2	2	1	3	3	2	3	0					16
Free/Reduced						25	16	15	43	55	32	57	0	0	0			243
SpED						13	4	6	12	9	6	5	1	2	0			58
ELL						3	1	1	20	37	21	61	0	0	0			144
1st Grade						57	44	18	63	58	49	79	0	16	4			388
Classroom Teachers						3	2	1	3	3	2	3	0					17
Free/Reduced						41	20	15	33	41	34	62	0	5	4			255
SpED						12	4	2	12	9	10	9	0	5	4			67
ELL						4	5	1	18	27	21	59	0		0			135
2nd Grade						53	64	29	57	64	56	62	1	18	2			406
Classroom Teachers						3	3	2	3	3	2	3	0					19
Free/Reduced						41	28	20	31	54	34	54	0	2	2			266
SpED						15	6	10	9	16	15	5	1	5	2			84
ELL						5	8	3	16	32	22	44	0		0			130
3rd Grade						52	42	21	60	64	54	73	0	20	6			392
Classroom Teachers						2	2	1	3	3	2	3	0					16
Free/Reduced						26	19	15	31	52	39	60	0	3	5			250
SpED						17	8	5	11	9	8	5	0	5	6			74
ELL						2	1	0	13	33	25	56	0		0			130
4th Grade						60	42	18	70	66	53	66	0	19	3			397
Classroom Teachers						3	2	1	3	3	2	3	0					17
Free/Reduced						42	20	11	45	53	34	51	0	0	1			257
SpED						20	9	1	17	16	16	3	0	7	3			92
ELL						2	3	2	10	26	20	38	0		0			101
5th Grade				0	309								0	14	3			326
Free/Reduced				0	196								0	1	3			200
SpED				0	71								0	5	3			79
ELL				0	57								0		0			57
6th Grade				0	346								1	4	3			354
Free/Reduced				0	228								1		3			232
SpED				0	65								1	4	3			73
ELL				0	51								0		0			51
7th Grade				349									0	2	6			357
Free/Reduced				233									0		5			238
SpED				68									0	2	6			76
ELL				59									0		0			59
8th Grade				395									0	1	1			397
Free/Reduced				267									0		1			268
SpED				102									0	1	1			104
ELL				60									0		0			60

Fremont Public Schools Enrollment Report Sept 7, 2022

	Senior High/LC combined	Learning Ctr (column not in sum as they are included in FHS#s)	YAP	Middle School	Johnson Crossing	Bell Field	Clarmar	Grant	Howard	Linden	Milliken Pk	Washington	Cont Out/ Rule 18	Trin/Berg (Title and/or SPED)	Pathfinder	Home Based or Head Start or Walk In	Sixpence	Total
9th Grade	455	1											3		3			461
Free/Reduced	265	1											3		3			271
SpED	72	0											3		3			78
ELL	89	0											0		0			89
10th Grade	379	3											1		4			384
Free/Reduced	221	3											1		4			226
SpED	53	1											0		4			57
ELL	76	0											0		0			76
11th Grade	389	11											1		4			394
Free/Reduced	218	7											1		3			222
SpED	70	2											1		4			75
ELL	43	0											0		0			43
12th Grade	405	38	7										1		2			415
Free/Reduced	204	31	6										1		2			213
SpED	70	14	7										0		2			79
ELL	44	0	0										0		0			44
TOTAL	1628	53	7	744	655	299	260	136	347	355	289	386	9	97	41	56	29	5338
SpED	265	17	7	170	136	93	41	38	70	63	64	37	7	36	41	56	3	1127
*% of Dist Sped	23.5%	1.5%	0.6%	15.1%	12.1%	8.3%	3.6%	3.4%	6.2%	5.6%	5.7%	3.3%	0.6%	3.2%	3.6%	5.0%	0.3%	
*% of total enr.	5.0%	0.3%	0.1%	3.2%	2.5%	1.7%	0.8%	0.7%	1.3%	1.2%	1.2%	0.7%	0.1%	0.7%	0.8%	1.0%	0.1%	21.1%
*% of building	16.3%	32.1%	100.0%	22.8%	20.8%	31.1%	15.8%	27.9%	20.2%	17.7%	22.1%	9.6%	77.8%	37.1%	100.0%	100.0%	10.3%	
ELL	252	0	0	119	108	16	18	7	77	155	109	258	0	0	0			1119
*% of Dist ELL	22.5%	0.0%	0.0%	10.6%	9.7%	1.4%	1.6%	0.6%	6.9%	13.9%	9.7%	23.1%	0.0%	0.0%	0.0%			
*% of total enr.	4.7%	0.0%	0.0%	2.2%	2.0%	0.3%	0.3%	0.1%	1.4%	2.9%	2.0%	4.8%	0.0%	0.0%	0.0%			21.0%
*% of building	15.48%	0.00%	0.00%	15.99%	16.49%	5.35%	6.92%	5.15%	22.19%	43.66%	37.72%	66.84%	0.00%	0.00%	0.00%			
Free/Reduced	908	42	6	500	424	192	112	92	198	272	184	295	7	12	36	17	7	3262
*% of Dist F/R	27.8%	1.3%	0.2%	15.3%	13.0%	5.9%	3.4%	2.8%	6.1%	8.3%	5.6%	9.0%	0.2%	0.4%	1.1%	0.5%	0.2%	
*% of total enr.	17.0%	0.8%	0.1%	9.4%	7.9%	3.6%	2.1%	1.7%	3.7%	5.1%	3.4%	5.5%	0.1%	0.2%	0.7%	0.3%	0.1%	61.1%
*% of building	55.8%	79.2%	85.7%	67.2%	64.7%	64.2%	43.1%	67.6%	57.1%	76.6%	63.7%	76.4%	77.8%	12.4%	87.8%	30.4%	24.1%	

FPS Human Resources Report

September 12, 2022

The following report is position centric. The 'Employee' column is the name of the current/previous employee in that position. The 'Effective Date' is the date in which the Action takes effect. The 'Replacement Status/New Hire' column is the newly hired employee who will fill the position noted in the 'Position' column. Action items are bold/highlighted and are new to the report.

*Classified employee is staying on in a substitute status

ACTION ITEMS

CERTIFIED PERSONNEL

Position	Employee	Action	Effective Date	Site/Department	Replacement Status/New Hire	Start Date
<i>No Actions</i>						

CLASSIFIED PERSONNEL

Position	Employee	Action	Effective Date	Site/Department	Replacement Status/New Hire	Start Date
Bus Aide (4 hrs)	Cheryl Koenig	Resignation	7/28/2022	Transportation	Gloria Andersen	8/17/2022
Bus Aide (5.5 hrs)	Open Position	N/A	12/9/2021	Transportation	Posted/Pending Hire	TBD
ELL Para (7 hrs)	John Blomstedt	Resignation	5/19/2022	Washington	Breeona Teneyck	8/15/2022
ELL Paraeducator (7 hrs)	Luz Mejia Cortes	Resignation	8/23/2021	Johnson Crossing	Nellie Vesper	8/15/2022
Executive Secretary to the Superintendent (8 hrs)	Lynn Fuchser	Retirement	10/31/2022	MSEAC	Laura LaDay	10/01/2022
Food Service Worker (6.75 hrs)	Claudia Chavez	Resignation	4/5/2022	Middle School	Jeannine Coates	8/11/2022

Office Associate (8 hrs)	Gregoria Garcia Sanchez	Resignation	9/16/2022	Middle School	Posted/Pending Hire	TBD
Paraeducator (5.5 hrs)	Madisen Manning	Resignation	7/11/2022	Grant	Anna Curtis	8/5/2022
Paraeducator (5.5 hrs)	Anna Curtis	Resignation	8/17/2022	Grant	Posted/Pending Hire	TBD
Paraeducator (7 hrs)	Jessica Lopez	Transfer	3/28/2022	Milliken Park	Mary Engelhart	8/10/2022
Paraeducator (was 6.25 hrs, will now be 7 hrs)	Minna Delasancha	Resignation	8/6/2022	Linden	Posted/Pending Hire	TBD
Sr. Office Associate (8 hrs)	Laura LaDay	Transfer	10/1/2022	High School	Posted/Pending Hire	TBD
Special Ed. Para (7.5 hrs)	Denise Beerbohm	Transfer	8/15/2022	Washington	Marshell Williams	8/15/2022
Special Ed. Para (Pre-K) (6.75 hrs)	Kristen Seigfreid	Resignation	4/8/2022	Grant	Tiffany Diaz	8/11/2022
Special Ed. Para (R3) (7.5 hrs)	Amy Sweeney	Resignation	9/2/2022	Howard	Posted/Pending Hire	TBD
Special Ed. Para (R3) (7.5 hrs)	Tiffany Navarro-Hurtado	Resignation	7/19/2022	Milliken Park	Lydia Jauregui	8/10/2022

21st CENTURY/EXPANDED LEARNING/AFTER SCHOOL PROGRAM

Position	Employee	Action	Effective Date	Site/Department	Replacement Status/New Hire	Start Date
Activity Aide (3.25 hrs)	N/A	Additional	N/A	Milliken Park	McKenzie Thayer	8/23/2022
Activity Aide (3.25 hrs)	N/A	Additional	N/A	Grant	Michael Saxton	8/29/2022

Activity Aide (3.25 hrs)	N/A	Additional	N/A	Milliken Park	Yamilie Lopez	9/7/2022
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General Fund Expenditures
AUGUST 2022

Accounts Payable	\$594,941.75
Payroll	\$3,692,470.86
	<hr/>
TOTAL General Fund	\$4,287,412.61

Fremont Public Schools

Check Listing

2021-2022

Bank Account: First State Bank A/P 451126 From: 8/1/22 To: 8/31/22

Check Number	Date	Payee	Amount
123664	8/29/2022	A UNITED AUTOMATIC DOORS & GLASS INC	\$3,894.28
123595	8/8/2022	A UNITED AUTOMATIC DOORS & GLASS INC	\$255.00
123665	8/29/2022	ACE HARDWARE	\$11.99
123596	8/8/2022	ACE HARDWARE	\$21.98
123597	8/8/2022	ACT	\$88.00
123666	8/29/2022	ALL SYSTEMS LLC	\$1,732.00
123667	8/29/2022	AMAZON.COM LLC	\$233.68
123598	8/8/2022	AMAZON.COM LLC	\$10,096.87
123599	8/8/2022	AMPLIFY EDUCATION, INC	\$455.00
123668	8/29/2022	APPLE INC	\$249.00
123669	8/29/2022	ATHLETICO EXCEL NEBRASKA LLC	\$120.00
123670	8/29/2022	AWARDS UNLIMITED, INC.	\$613.84
123671	8/29/2022	BARNES AND NOBLE INC	\$79.92
123672	8/29/2022	BAUER BUILT INC	\$261.56
123673	8/29/2022	BENICOMP INC	\$305.71
123674	8/29/2022	BLICK ART MATERIALS	\$715.51
123675	8/29/2022	BOMGAARS SUPPLY INC	\$97.57
123600	8/8/2022	BOMGAARS SUPPLY INC	\$399.99
123601	8/8/2022	BORDER STATES INDUSTRIES INC	\$867.87
123602	8/8/2022	CAPSTONE BEHAVIORAL HEALTH, PC	\$718.76
123676	8/29/2022	CDW-G	\$938.44
123603	8/8/2022	CDW-G	\$1,106.95
123658	8/22/2022	Century Link	\$163.29
123662	8/25/2022	Century link.	\$976.65
123677	8/29/2022	Class Intercom, LLC	\$1,245.00
123678	8/29/2022	COMPUTER CABLE CONNECTION INC	\$3,200.00
123604	8/8/2022	CONJUGUEMOS	\$130.00
123679	8/29/2022	CSI PRINTING	\$972.18
123680	8/29/2022	CULLIGAN	\$259.75
123605	8/8/2022	CULLIGAN	\$525.25
123606	8/8/2022	DISCOUNT SCHOOL SUPPLY	\$439.60
123607	8/8/2022	EASTERN NEBRASKA OCCUPATIONAL THERAPY	\$2,694.47
123608	8/8/2022	EASY WAY SAFETY SERVICES, INC	\$5,040.00
123681	8/29/2022	ECO WATER SYSTEMS	\$80.00
123609	8/8/2022	ECO WATER SYSTEMS	\$65.00
123682	8/29/2022	EDUCATIONAL SERVICE UNIT #2	\$1,300.00
123683	8/29/2022	EDUCATIONAL SERVICE UNIT #3	\$745.00
123684	8/29/2022	ELECTRONIC ENGINEERING	\$3,522.18
123610	8/8/2022	ELECTRONIC SOUND INC	\$620.50
123685	8/29/2022	EMANUEL PRINTING, INC.	\$366.13
123611	8/8/2022	ENABLING DEVICES	\$1,197.55

Check Number	Date	Payee	Amount
123686	8/29/2022	ERICKSON & BROOKS	\$250.00
123687	8/29/2022	FAARSP	\$27.50
123688	8/29/2022	FASTENAL COMPANY	\$10,647.60
123689	8/29/2022	FBG SERVICE CORPORATION	\$6,116.75
123612	8/8/2022	FBG SERVICE CORPORATION	\$49,406.00
123690	8/29/2022	FIFTH SEASON, INC.	\$411.00
123613	8/8/2022	FIRST NATIONAL BANK OMAHA	\$2,305.37
123614	8/8/2022	FIRST WIRELESS INC	\$1,439.55
123691	8/29/2022	FOLLETT CONTENT SOLUTIONS, LLC	\$993.72
123692	8/29/2022	FOLLETT SCHOOL SOLUTIONS INC	\$8,539.85
123693	8/29/2022	FPS FOOD SERVICE	\$106.10
123694	8/29/2022	FPS FOUNDATION	\$50.00
123695	8/29/2022	FREMONT AREA UNITED WAY	\$700.00
123696	8/29/2022	FREMONT BUILDERS SUPPLY	\$75.00
123697	8/29/2022	FREMONT DEPT OF UTILITIES	\$27,224.39
123654	8/12/2022	FREMONT DEPT OF UTILITIES	\$77,035.03
123615	8/8/2022	FREMONT DEPT OF UTILITIES	\$8,323.04
123698	8/29/2022	FREMONT TRIBUNE	\$129.01
123616	8/8/2022	FREMONT TRIBUNE	\$135.16
123699	8/29/2022	FREMONT WASTE TRANSFER	\$114.90
123700	8/29/2022	GARTNER & ASSOCIATES INC	\$1,381.00
123701	8/29/2022	GETZSCHMAN HEATING, LLC	\$1,674.13
123617	8/8/2022	GIBBS SMITH EDUCATION	\$2,106.69
123659	8/22/2022	GREAT PLAINS COMMUNICATIONS	\$1,284.08
123618	8/8/2022	HILLYARD SIOUX FALLS, RAPID CITY, SD, OM	\$1,576.80
123702	8/29/2022	HireRight LLC	\$68.80
123703	8/29/2022	HOME DEPOT CREDIT SERVICES	\$3,291.99
123619	8/8/2022	HOMETOWN LEASING	\$15,055.29
123660	8/22/2022	HY-VEE INC	\$89.12
123704	8/29/2022	INDRA MOWING LLC	\$6,500.00
123655	8/12/2022	INTER-STATE STUDIO & PUBLISHING CO	\$65.10
123620	8/8/2022	INTER-STATE STUDIO & PUBLISHING CO	\$434.00
123705	8/29/2022	JOHN DEER FINANCIAL	\$2,424.60
123706	8/29/2022	JOSTENS INC	\$2,000.00
123621	8/8/2022	JUNIOR LIBRARY GUILD	\$2,125.84
123622	8/8/2022	KANSAS CITY AUDIO-VISUAL INC	\$3,058.44
123707	8/29/2022	KNOWLEDGE MATTERS, INC	\$2,800.00
123623	8/8/2022	LANGUAGE LINE SERVICES, INC.	\$361.18
123708	8/29/2022	LARRY'S BOILER SERVICE INC	\$561.12
123709	8/29/2022	LEE'S SERVICE	\$740.00
123710	8/29/2022	MAX D. SIGNS	\$2,143.86
123624	8/8/2022	MAX D. SIGNS	\$8,215.00
123711	8/29/2022	MENARDS	\$44.23
123625	8/8/2022	MENARDS	\$487.62
123712	8/29/2022	METHODIST FREMONT HEALTH	\$2,273.00
123626	8/8/2022	MY CENTRAL SUPPLY	\$4,534.00

Check Number	Date	Payee	Amount
123713	8/29/2022	NASCD	\$40.00
123627	8/8/2022	NASCO	\$106.15
123628	8/8/2022	NASPA	\$40.00
123714	8/29/2022	NEBRASKA COUNCIL OF SCHOOL ADMINISTRATOR	\$13,318.00
123715	8/29/2022	NEBRASKA ESU	\$3,763.00
123716	8/29/2022	NEBRASKA SAFETY CENTER @ UNK	\$250.00
123629	8/8/2022	NWEA	\$5,180.00
123718	8/29/2022	OMAHA PAPER CO.	\$10,199.92
123631	8/8/2022	OMAHA PAPER CO.	\$419.00
123719	8/29/2022	Omaha World Herald	\$5,311.92
123632	8/8/2022	Omaha World Herald	\$1,045.38
123633	8/8/2022	ONE SOURCE	\$466.00
123717	8/29/2022	O'REILLY AUTOMOTIVE INC	\$389.37
123630	8/8/2022	O'REILLY AUTOMOTIVE INC	\$26.78
123634	8/8/2022	P & H ELECTRIC INC	\$131.72
123635	8/8/2022	PAPER TIGER SHREDDING INC	\$276.00
123720	8/29/2022	PERFORMANCE DIESEL SERVICE	\$1,662.99
123636	8/8/2022	PERFORMANCE DIESEL SERVICE	\$1,167.32
123637	8/8/2022	PRIME COMMUNICATIONS, INC	\$67.50
123721	8/29/2022	QUADIENT LEASING USA, INC	\$841.47
123638	8/8/2022	RALSTON PUBLIC SCHOOL	\$1,072.36
123722	8/29/2022	RAWHIDE CHEMOIL INC	\$720.36
123723	8/29/2022	REALITYWORKS INC	\$4,825.80
123639	8/8/2022	REALLY GREAT READING COMPANY, LLC	\$14,679.60
123724	8/29/2022	REMEDIA PUBLICATIONS INC	\$924.30
123725	8/29/2022	RIVERSIDE CONSTRUCTION INC	\$1,732.50
123640	8/8/2022	RIVERSIDE CONSTRUCTION INC	\$1,216.00
123726	8/29/2022	ROCHESTER MIDLAND CORP	\$1,395.43
123727	8/29/2022	RON HARDIN -DRILL DESIGNS	\$5,175.00
123728	8/29/2022	S2 ROLL-OFFS, LLC	\$2,789.51
123729	8/29/2022	SAPP BROS, INC	\$64.28
123730	8/29/2022	SAVVAS LEARNING COMPANY LLC	\$1,200.00
123731	8/29/2022	SCHOLASTIC MAGAZINES	\$527.45
123732	8/29/2022	SCHOOL SPECIALTY	\$663.87
123641	8/8/2022	SCHOOLOUTLET.COM	\$3,720.43
123642	8/8/2022	SELCOM, LLC	\$175.00
123733	8/29/2022	SENIOR HIGH ACTIVITY FUND	\$5,273.00
123656	8/12/2022	SENIOR HIGH ACTIVITY FUND	\$30,928.41
123643	8/8/2022	SHERWIN-WILLIAMS CO.	\$323.44
123734	8/29/2022	SIFFRING LANDSCAPING & GARDEN CENTER, LL	\$2,995.00
123644	8/8/2022	SOCIAL THINKING	\$805.39
123735	8/29/2022	STAPLES ADVANTAGE	\$3,067.25
123645	8/8/2022	STAPLES ADVANTAGE	\$1,789.78
123646	8/8/2022	T SQUARE SUPPLY LLC	\$43.66
123647	8/8/2022	TEACHING STRATEGIES, INC.	\$4,059.00
123648	8/8/2022	TED'S COVERS & TARPS	\$335.00

Check Number	Date	Payee	Amount
123663	8/25/2022	THE HOME DEPOT PRO	\$140.07
123657	8/12/2022	THE HOME DEPOT PRO	\$468.46
123736	8/29/2022	TK Elevator	\$554.56
123661	8/22/2022	TRAVELERS CL REMITTANCE CENTER	\$3,135.00
123737	8/29/2022	TRUCK CENTER COMPANIES	\$757.33
123649	8/8/2022	TRUCK CENTER COMPANIES	\$137,718.00
123650	8/8/2022	U.S. POSTAL SERVICE	\$4,000.00
123738	8/29/2022	UNITED PARCEL SERVICE INC	\$34.20
123739	8/29/2022	UNK ACADEMIC AND CAREER SERVICES	\$100.00
123740	8/29/2022	US OMNI & TSACG COMPLIANCE SERVICES	\$75.24
123651	8/8/2022	WALNUT RADIO LLC	\$2,772.00
123652	8/8/2022	Wex Bank	\$85.00
123741	8/29/2022	WIESE PLUMBING & EXCAVATING INC	\$1,884.47
123653	8/8/2022	WIESE PLUMBING & EXCAVATING INC	\$436.70
DDP	8/16/2022	ANDERSON, SCOTT MICHAEL	\$135.00
DDP	8/16/2022	ANKERSEN, CLIFFTON	\$7.75
DDP	8/16/2022	ANKERSEN, MARK	\$13.43
DDP	8/16/2022	BEEKMAN, HEATHER	\$50.00
DDP	8/16/2022	BERRY, DEANN	\$2.25
DDP	8/16/2022	BLANKINSHIP, JANICE	\$19.05
DDP	8/16/2022	DOSTAL, ERIN	\$92.62
DDP	8/16/2022	FARKAS, SUSAN	\$344.85
DDP	8/16/2022	GLEASON, LATOSHA	\$6.18
DDP	8/16/2022	KUHR, BRITTNEY	\$348.28
DDP	8/16/2022	ROBERTSON, LISA	\$73.06
DDP	8/16/2022	SCHLEICHER, MICHAEL	\$62.50
DDP	8/16/2022	STEWART, COURTNEY	\$16.18
DDP	8/16/2022	STOLTENBERG, SCOTT	\$37.50
DDP	8/16/2022	STYCH, BARRY	\$150.00
DDP	8/16/2022	WILSON, MEGHAN	\$85.40
		TOTAL	<u>\$594,941.75</u>

Fremont Public Schools
Financial Reports

Recommendation

August 31, 2022

Submitted by: Susan Plank

The attached reports are for your information, review and approval:

**Summary Statement of General Fund Accounts (at August 31)
Activity Fund Balance Sheets**

This Summary of General Fund accounts for the Fiscal Year 2021-22 represents our approved budget and corresponding expenditures through this month-end. It is recommended that the August 2022 Financial Statements be accepted by the Board of Education as presented.

Moved by: _____

Seconded by: _____

Roll Call Vote --

Aye: _____

No: _____

Absent: _____

Fremont Public Schools
August 31, 2022

<u>Fund Name</u>	<u>Balance</u> <u>7/31/2022</u>	<u>Receipts August</u>	<u>Disbursements</u> <u>August</u>	<u>Statement</u> <u>Balance</u> <u>8/31/2022</u>	<u>Interfund</u> <u>Transfers</u>	<u>Account Balance</u> <u>Without</u> <u>Transfers</u>
<u>First National Bank Fremont:</u>						
General Fund	\$10,040,240.01	\$1,606,286.40	\$4,827,562.72	\$6,818,963.69	\$0.00	\$6,818,963.69
Payroll	\$24,917.20	\$3,766,290.84	\$3,749,362.20	\$41,845.84	\$0.00	\$41,845.84
Flex Benefit Fund	\$58,878.10	\$16,086.19	\$26,238.95	\$48,725.34	\$0.00	\$48,725.34
Employee Benefit Fund (Closed)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Building Fund	\$1,172,111.95	\$16,211.86	\$365,846.38	\$822,477.43	\$0.00	\$822,477.43
Life Safety	\$36,459.03	\$1.42	\$4,014.56	\$32,445.89	\$0.00	\$32,445.89
Depreciation Fund	\$3,891,241.75	\$163.45	\$67,580.20	\$3,823,825.00	\$0.00	\$3,823,825.00
Bond District 11	\$19,324.18	\$0.00	\$0.00	\$19,324.18	\$0.00	\$19,324.18
FPS 2022 GO Bond	\$7,040,467.28	\$2,296,358.81	\$933,158.41	\$8,403,667.68	\$0.00	\$8,403,667.68
FNBO Capital Markets End of Month		\$88,700,000.00				
<u>Pinnacle Bank:</u>						
General Fund	\$25,793.28	\$2.33	\$0.00	\$25,795.61	\$0.00	\$25,795.61
QCPUF Fund	\$15.89	\$0.00	\$0.00	\$15.89	\$0.00	\$15.89
<u>First State Bank:</u>						
Disbursing Account	\$311,432.13	\$1,060,980.95	\$684,798.84	\$687,614.24	\$0.00	\$687,614.24
<u>US Bank:</u>						
District Activity Fund	\$47,492.36	\$8,927.94	\$6,560.37	\$49,859.93	\$0.00	\$49,859.93

**Fremont Public Schools
FPS 2022 GO Bond Detail
August 2022**

Beginning Balance 7/31/2022		\$7,040,467.28
August Receipts:		\$2,296,358.81
8/1/2022	Investment Credit - Interest 7/31/22	\$531.25
8/1/2022	Investment Credit - Interest 7/31/22	\$14,962.50
8/1/2022	Investment Credit - Interest 7/31/22	\$87,500.00
8/1/2022	Investment Credit - Interest 7/31/22	\$96,112.50
8/31/2022	Investment Credit - Interest 8/31/22	\$8,531.25
8/31/2022	Investment Credit - Interest 8/31/22	\$17,362.50
8/31/2022	Investment Credit - Interest 8/31/22	\$68,281.25
8/31/2022	Investment Credit - Interest 8/31/22	\$100,581.25
8/1/2022	Investment Credit - Principal 7/31/22	\$850,000.00
8/31/2022	Investment Credit - Principal 8/31/22	\$1,050,000.00
8/31/2022	Interest Payment	\$2,496.31
		\$393,862.50
		\$1,900,000.00
August Expenditures:		-\$933,158.41
7/26/2022	ck 21 Blackburn Storage	Move bleachers from HS to MS
		Washington Elementary site Topo - Prof Services
		thru 7-22-22
8/2/2022	ck 22 JEO Consulting	-\$1,200.00
8/5/2022	ck 23 Olsson, Inc	Prof Services thru 6-11-22-Linden land survey
		HS Additions; New Clarmar site; Wash elem
8/12/2022	ck 24 BVH Architecture	-\$9,860.00
8/12/2022	ck 25 Dodge Cty Title and Escrow	replacement; New CTE Bldg
		-\$786,954.13
		Purchase House at 319 W Washington
		-\$118,144.28
8/24/2022	ck 26 Mid America Drilling	Geothermal test drilling at Howard/Washington
		-\$16,800.00
Ending Balance 8/31/22 - FPS 2022 GO Bond		\$8,403,667.68
FNBO Capital Markets Par Value		\$88,700,000.00
		\$97,103,667.68

**Fremont Public Schools
Pledged Securities
8/31/2022**

Fremont National Bank

Description	Receipt #	Maturity Date	Current Face
Pooled Pledged Securities with Nebraska Bankers Insurance and Services Company			

First State Bank

Description	Receipt #	Maturity Date	Current Face
Douglas Cnty NE SD #59 GO Unltd	259353LA6	6/15/2026	\$194,532.00
Douglas Cnty NE SD #59 GO Unltd	259353MV9	12/15/2027	\$129,826.50
Fairbury NE Go Unltd	303665GH0	10/15/2026	\$166,635.70
Fremont NE GO Unltd	357406DV6	8/1/2026	\$198,348.00
Fremont NE Hgwy Alloctn GO LTD	357406EA1	12/15/2025	\$245,665.00
Gretna NE GO Unltd	397802MJ5	8/15/2027	\$217,089.40
Hall Cnty NE Arpt Auth GO Unltd	406028GM6	7/15/2026	\$175,563.50
Papillion NE GO Unltd	698856P70	12/15/2025	\$244,637.50
Sarpy Cnty NE SD#37 GO Unltd	803770VP8	12/15/2036	\$270,954.00
Scottsbluff Cnty NE SD#32 Go Unltd	810181GG6	12/1/2026	\$196,062.00
Tecumseh NE GO Unltd	878848JM3	12/15/2026	\$120,022.80
			\$2,159,336.40

**Fremont Public Schools
Pledged Securities Recap
August 31, 2022**

Fund Name	Statement Balance 8/31/2022	Total All Accounts	Total Pledged Securities Required	Total Pledged Securities Market Value	Pledging Excess/(Shortage)
<u>First National Bank Fremont:</u>					
General Fund	\$6,818,963.69				
Payroll	\$41,845.84				
Flex Benefit Fund	\$48,725.34				
Special Building Fund	\$822,477.43				
Life Safety	\$32,445.89				
Depreciation Fund	\$3,823,825.00				
Bond District 11	\$19,324.18				
FPS 2022 GO Bond	\$8,403,667.68				
Learning Center	\$1,842.72				
FDIC Insured \$250,000		<u>\$20,013,117.77</u>			
FNBO Capital Markets Par	\$89,750,000.00	\$88,700,000.00			
<u>Pinnacle Bank:</u>					
General Fund	\$25,795.61				
QCPUF Fund	\$15.89				
FDIC Insured \$250,000		<u>\$25,811.50</u>	\$0.00	\$0.00	\$0.00
<u>First State Bank:</u>					
High School Activity	\$309,368.34				
MS/JCAC Activity	\$123,017.57				
COD #30362	\$20,022.92				
FDIC Insured \$250,000		<u>\$452,408.83</u>	\$202,408.83		
Disbursing Account	\$687,614.24				
Food Service	\$250,000.00				
FDIC Insured \$250,000		<u>\$937,614.24</u>	\$687,614.24		
Food Service Sweep	\$1,486,273.46				
ICS Sweep		<u>\$1,483,156.10</u>	\$3,117.36		
			\$893,140.43		
Pledging Requirement 102% of Above Balance			<u>\$911,003.24</u>	\$2,159,336.40	<u>\$1,248,333.16</u>
<u>US Bank:</u>					
District Activity Fund	\$49,859.93				
Elementary Activity Fund	\$26,287.22				
FDIC Insured \$250,000		<u>\$76,147.15</u>	\$0.00	\$0.00	\$0.00

Fremont Public Schools
General Fund
School Year 2021-2022
August 2022

FPS GENERAL FUND

Receipts:	Budgeted	Actual Receipts	% Received
Local Sources	2,835,000	2,962,226	104.49%
County Sources	350,000	420,176	120.05%
State Aide	16,117,771	16,117,771	100.00%
State Sources	4,244,510	6,949,054	163.72%
Federal Sources	12,859,889	4,079,087	31.72%
Personal and Property Taxes	29,283,798	27,150,766	92.72%
Cash Reserve	<u>2,782,064</u>	<u>0</u>	<u>0.00%</u>
	68,473,032	57,679,081	84.24%

Expenditures:	Budgeted	Expenditures YTD	% Disbursed
Regular Instruction	27,487,501	26,037,550	94.73%
Special Education	6,800,630	6,077,303	89.36%
Pupil Support Services	5,050,079	4,935,770	97.74%
Instruct Support Services	2,258,803	2,889,775	127.93%
Board of Education	365,158	405,406 *	111.02%
General Administration	1,700,513	1,554,873	91.44%
School Administration	2,180,511	2,089,834	95.84%
Business Support	1,823,130	1,633,171	89.58%
Facilities & Operations	5,730,519	5,091,179	88.84%
Regular Transportation	714,486	524,940	73.47%
Special Ed Transportation	1,116,254	1,048,721	93.95%
State Grants	354,359	312,280	88.13%
Debt Services (Tax Repayment)	10,000	54,677	0.00%
Federal Programs	12,859,889	4,012,190	31.20%
Summer Programs	0	30,447	0.00%
Transfers to Other Funds	<u>21,200</u>	<u>43,329</u>	<u>0.00%</u>
	68,473,032	56,741,445	82.87%

*Includes District Liability Insurance Premiums

Fremont Elementary School Activities Fund
Balance Sheet 2021-2022
As of August 31, 2022

	<u>Aug 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 - Checking	<u>25,775.22</u>
Total Checking/Savings	<u>25,775.22</u>
Total Current Assets	<u>25,775.22</u>
TOTAL ASSETS	<u>25,775.22</u>
LIABILITIES & EQUITY	
Equity	
Net Income	<u>25,775.22</u>
Total Equity	<u>25,775.22</u>
TOTAL LIABILITIES & EQUITY	<u>25,775.22</u>

Fremont High Activities Fund
Balance Sheet
As of August 31, 2022

	Aug 31, 22	Jul 31, 22
ASSETS		
Current Assets		
Checking/Savings		
Checking	297,116.41	243,432.35
Total Checking/Savings	297,116.41	243,432.35
Total Current Assets	297,116.41	243,432.35
TOTAL ASSETS	297,116.41	243,432.35
LIABILITIES & EQUITY		
Equity		
Fund Balance	60.00	60.00
Net Income	297,056.41	243,372.35
Total Equity	297,116.41	243,432.35
TOTAL LIABILITIES & EQUITY	297,116.41	243,432.35

LC Activity Account
Balance Sheet
As of September 5, 2022

	<u>Sep 5, 22</u>	<u>Sep 5, 21</u>
ASSETS		
Current Assets		
Checking/Savings		
Fremont National Bank	1,842.72	1,859.27
Total Checking/Savings	<u>1,842.72</u>	<u>1,859.27</u>
Total Current Assets	<u>1,842.72</u>	<u>1,859.27</u>
TOTAL ASSETS	<u><u>1,842.72</u></u>	<u><u>1,859.27</u></u>
LIABILITIES & EQUITY		
Equity		
Retained Earnings	1,842.72	2,036.21
Net Income	0.00	-176.94
Total Equity	<u>1,842.72</u>	<u>1,859.27</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,842.72</u></u>	<u><u>1,859.27</u></u>

Fremont Public School Food Service

130 East Ninth
Street
Fremont, Nebraska

Monthly Report of: August 2022

Fund Balance: 7/31/22 \$ 1,791,552.66

Receipts for the month of: Aug.

1990 Other Misc Income		
1611 School Lunch Program	\$	64,456.31
1510 Interest	\$	860.05
4210 Federal Reimbursement	\$	13,606.43
3150 State Reimbursement		
5200 Funds Transfer In		
Total Monthly Income	\$	<u>78,922.79</u>

Expenditures For the month of: Aug.

630 Food	\$	6,050.35
110 Labor July 1 through July 31	\$	23,443.77
430 Repairs & Maintenance	\$	1,187.13
695 Indirect Costs-General Fund	\$	89,304.75
739 Other Equipment	\$	14,724.00
890 Misc Expenditures	\$	92.95
810 Dues & Fees		
Total Expenditures	\$	<u>134,802.95</u>

Fund Balance: 8/31/22 \$ 1,735,672.50

Fremont Middle School and Johnson Crossing Academic Center
Balance Sheet 2021-2022
August 2022

	<u>Aug 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
FMS Checking	119,489.94
Investments	
MS Student Council CD	<u>20,018.70</u>
Total Investments	<u>20,018.70</u>
Total Checking/Savings	139,508.64
Other Current Assets	
12100 · Inventory Asset	<u>251.98</u>
Total Other Current Assets	<u>251.98</u>
Total Current Assets	<u>139,760.62</u>
TOTAL ASSETS	<u>139,760.62</u>
LIABILITIES & EQUITY	
Equity	
1110 · Fund Balance	-149.09
Net Income	<u>139,909.71</u>
Total Equity	<u>139,760.62</u>
TOTAL LIABILITIES & EQUITY	<u>139,760.62</u>

2022/2023 BOE Discard Request		
8-31-2022		
Chris Raasch - Bell Field		
ITEM	QUANTITY	REASON FOR DISCARD
Wooden specialist cart	1	Obsolete
Binding machine	1	Obsolete

Fremont Public Schools
September 12, 2022 Bergan
Auction/Discard Items

The following items are being presented for Board approval to be discarded or sent to auction:

Rule 4 Textbook Loan Program

Item	Number	Condition
Journeys Language Arts Gr 1 Houghton Mifflin 978-0-547-25164-6	216	Obsolete
Journeys Language Arts Gr 2 Houghton Mifflin 9780547251660	30	Obsolete
Journeys Language Arts Vol 1 Gr 3 Houghton Mifflin 9780547251530	47	Obsolete
Journeys Language Arts Vol 2 Gr 3 Houghton Mifflin 978054725155-4	47	Obsolete
Journeys Language Arts Gr 4 Houghton Mifflin 9780547251561	39	Obsolete

Lynn Fuchser
NDE Rule 4 Program Coordinator

Learning Center 2022 September Discard List

A Glorious Past, Jenkins
Academic American Encyclopedia x26
African Americans: Voices of Triumph x3
AGS Consumer Mathematics
AGS LifeSkills math student text
AGS Math for the World of Work
AGS United States History student texts x10
AGS World Geography student texts x6
An Anthology of Greek Tragedy, Cook and Dolin
Ayatollah Khomeini x2
Beyond the Chocolate Wall
Black American Prose Writers
Building Vocabulary SMith/Johnson/Mohr- Teacher Resources x11
Caesar, Schelsinger
CD-ROM AGS World Geography teacher support materials
CD-ROM Holt World Geography teacher support materials
CD-ROM Literature and the Language Arts teachers edition
Character Counts board game
Chemical Dependency
Christopher Columbus and His Legacy
Collier's Encyclopedia x20
Collier's Year Book x6
Crime and Criminals
Cry the Beloved Country
Days of Sorrow Years of Glory
Deenie
Dictionary x8
Discover the Titanic
Edgar Allan
EMC Paradigm Literature and the Language Arts student text x4
EMC Paradigm Literature and the Language Arts teacher text
ESPN College Basketball Encyclopedia
Gaia State of the Ark Atlas
Gaia: An Atlas of Planet Management
Glencoe American Govt text x3
Glencoe Biology teacher text
Glencoe Economics student texts x9
Glencoe Math Matters 2 x9
Glencoe Mathematics and Personal Finance workbook and teacher support materials
Glencoe Mathematics and Personal Finance x2
Glencoe Social Studies teacher support materials
Glencoe The American Journey student text
Glencoe The American Journey teacher support materials
Glencoe The American Journey teacher text
Glencoe United States Government teacher text
Glencoe World History text x7
Glencoe- McGraw-Hill American Republic since 1877 teacher text
Glencoe: The American Republic teacher support materials
Gun Violence
Hate Groups
High Tide of Black Resistance, Forman
Holt Algebra 1 student text x10
Holt Algebra 1 teacher text
Holt Algebra 2 student text x4
Holt Algebra 2 teacher text
Holt Geometry student text x2
Holt Geometry teacher text

Holt Mathematics 3 teacher text
Holt McDougal Geography teacher support materials
Holt McDougal Geography teacher text
Holt McDougal Teacher resource materials
Holt McDougal World History student text
holt world geo text x10
Houghton Mifflin Harcourt World Geography student text x5
Houghton Mifflin Harcourt World Geography teacher text
Houghton Mifflin Harcourt World History teacher text
Houghton Mifflin Student Science Dictionary
How in the World: A Fascinating Journey Through the World of Human Ingenuity
I am the Cheese
I Heard the Owl Call My Name
Interactive Reader writer workbook x35
Interview Challenge board game
Join My Team board game
Jonathan Livingston Seagull
Karl Marx The Revolution of 1848
King Lear
LADDS Logical Approach to Developing Discipline Strategies
Law in Your Life x6
Love and Logic Lying Stealing and Manipulation - When Nothing Seems to Work 4 cassette tape set
Love and Logic Making Winners out of Underachievers 6 cassette tape set
Love and Logic Solutions VHS tapes 1 & 2
Man in the Cage
Martial Arts Reader x2
Marx: The Revolutions of 1848
Maximilien Robespierre
McDougal Littell Geometry student text x5
McDougal Littell Geometry teacher text
McDougal Littell The Interactive Reader Plus teacher support materials
McDougal Littell The Language of Literature student edition x20
McDougal Littell The Language of Literature teachers edition x4
McDougal Littell World Geography student text x23
Missing Since Monday
Moonfleet
National Geographic magazines Jan-Dec 2012
National Security
Oxford American Desk Dictionary and Thesaurus
Ozone
PCI US History Shorts
Pearson American: History of our Nation teacher support materials
Pearson American: History of our Nation teacher text
Pearson Economics student texts x3
Pearson Envision Math 2.0 volume 1 teachers edition
Pearson Envision Math 2.0 volume 2 teachers edition
Pearson Magruder's American Government teacher text
Pearson Personal Financial Literacy math workbook x8
Pearson Personal Financial Literacy student workbook
Pearson United States History x2
Pearson US History Text x20
Pearson World History student texts x6
Pearson World History teacher text x2
Police Brutality
Prentice Hall Life Management x6
Rand McNally Goode's World Atlas
Reader's Digest Great Biographies; Truman, Catherine the Great, Walt Disney, Duke of Windsor
REading Comprehension, Saddleback Publishing Teacher Resource x3
Red Sky at Morning

Sixteen
Sovietrek: A Journey by Bicycle Across Russia
Spring Moon
Swimming with the Whales
Teen Drug Abuse
Teens, Crime and the Community student texts x6
Teens, Crime and the Community teacher resources
The Boggart
The Bumblebee Flies Anyway
The City of Gold and Lead
The Dream of the Stone
The Ends of Power, Haldeman
The Entrepreneurs: An American Adventure
The Fourth Chime
The Gaia Peace Atlas
The Guns of Navarone
The Handy Science Answer Book
The Internet
The Legal System
The Mind's Sky, Ferris
The Mountains of California
The Outermost House
The Promised Land
The War on Drugs x2
The wish giver
Theodore Roosevelt Takes Charge
Thesaurus x2
Turn of the Century
Us and Them: A History of Intolerance in America x15
Van Nostrand's Scientific Encyclopedia
VHS 48 Hours 1/14/99
VHS Abortion: Yes, No, Maybe
VHS Budgeting, Buying on Credit, Credit, Learning to be Assertive, Nutrition
VHS Fetal Development: Nine Month Journey
VHS Five a Day for Better Nutrition
VHS Have a Healthy Baby: Labor & Delivery
VHS Having a Healthy Baby: Labor and Delivery
VHS Home Street Home Open Door Mission
VHS I Dropped Out ... but I Didn't Think It Would be Like This, Making It on Your First Job
VHS In the Mix
VHS MAPP! Power You Can Count On
VHS Master Your Future
VHS Our Future is Ours... So now What?
VHS The Century: America's Time x3
VHS The Great Food Fight
VHS Vitamins: What Do they Do?
VHS You are What you Eat
Victory in Europe x2
Virgil
War & Conflict
Where the Truth Lies
Wiley Trigonometry student text x2
Worth Psychology text
Yeager, Neal Chuck YEager
You Can't Fire the Customer board game
You Can't Take 20 Dogs On a Date
You're Hired! board game



Fremont Public Schools

Board of Education

Bond Program Update

BVH
ARCHITECTURE

September 12, 2022

AGENDA

+ Projects Under Construction

- Milliken - Lenihan - Bell Field Ph. 1 - MS Track

+ Projects Out for Bids

- Washington - Howard - New Elementary

+ Projects in Design

- JCAC - Linden - Bell Field Ph. 2 - HS / CTE

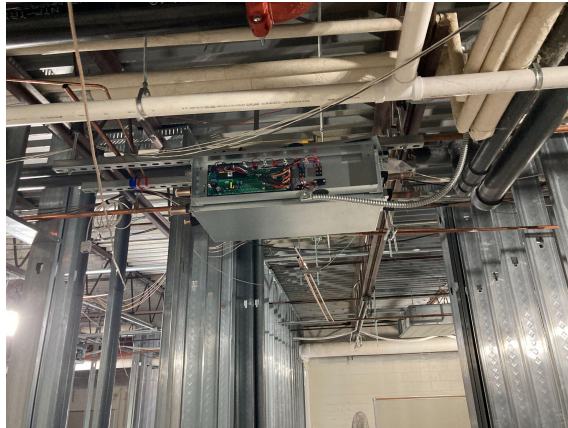
+ Schedule

UNDER CONSTRUCTION



Milliken Park Elem.

- + **Phase 1 Construction Underway**
 - Geothermal Well Field Complete
 - Staging / Lay Down / Parking Area Established
 - Interior Build-Out - 5 Classrooms + Admin.
 - MEP Rough-Ins in Progress
- + **Construction:** Now thru Dec 2023



Lenihan

- **Construction Underway:**
 - Classrooms in the East Conference Room have been completed.
 - Students Moved to Temporary Classrooms Sept 01 - Sept 05
 - Sept 06 Work Commenced in Lenihan Bldg
- **Construction:** Now thru July 2023



Bell Field Elementary

- + Roof and Clerestory Repairs - 75% complete
- + Additional work discovered during demolition
- + Roof Scheduled for Completion Sept 15th, 2022
- + Next Steps:
 - o Planning / Design for Phase 2 - Interior Work



Middle School Track

- + Construction In-Progress
- + Scheduled for Completion November 30th



OUT FOR BIDS



New Elementary Schools

Washington, Howard and Clarmar Replacement

- Projects out for bid September 15th
 - Washington, Howard, Clarmar Sites
 - Alternately accepting bids for Washington. IF Washington bid is accepted, we will bid Howard, then Clarmar sequentially

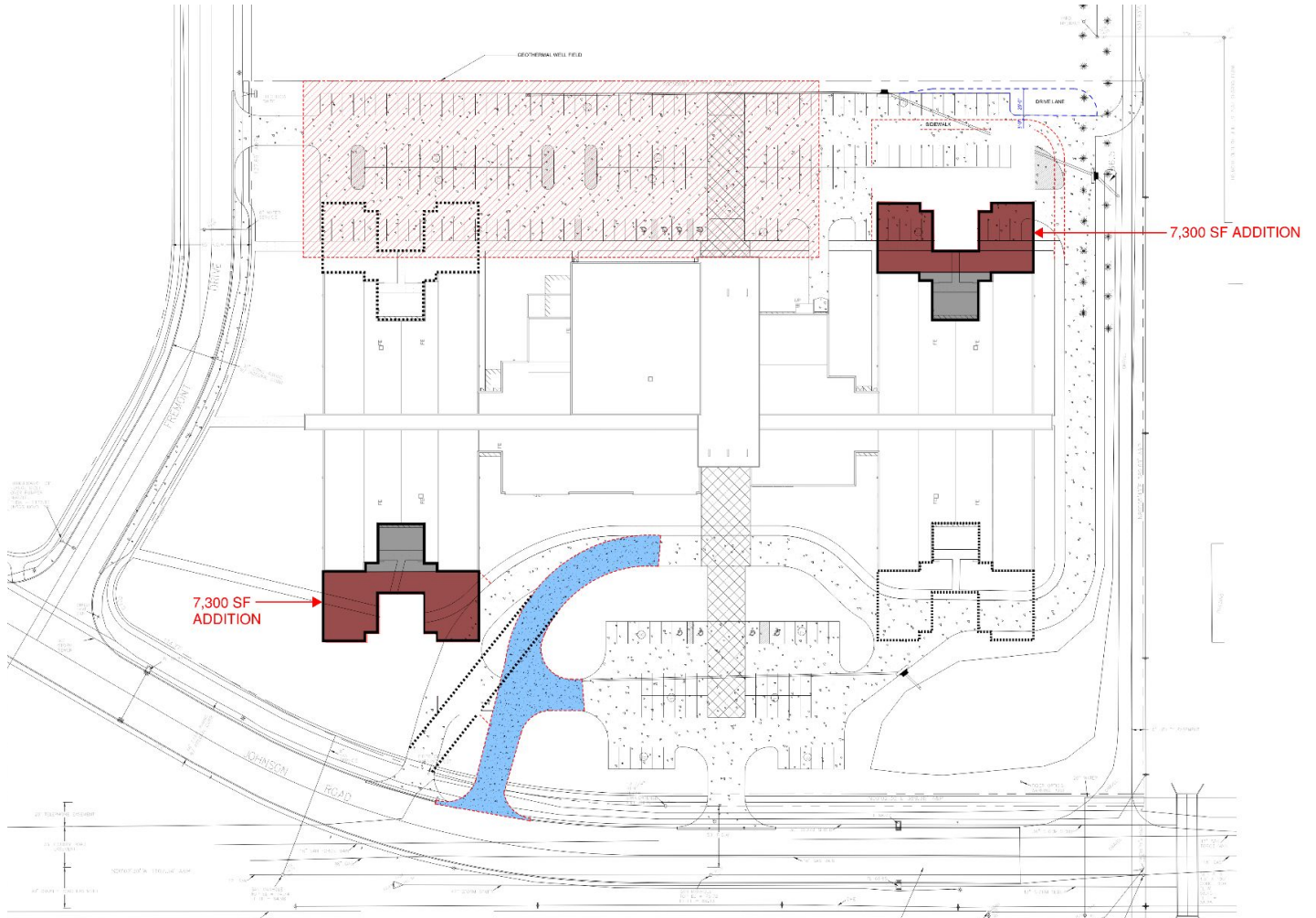


IN DESIGN

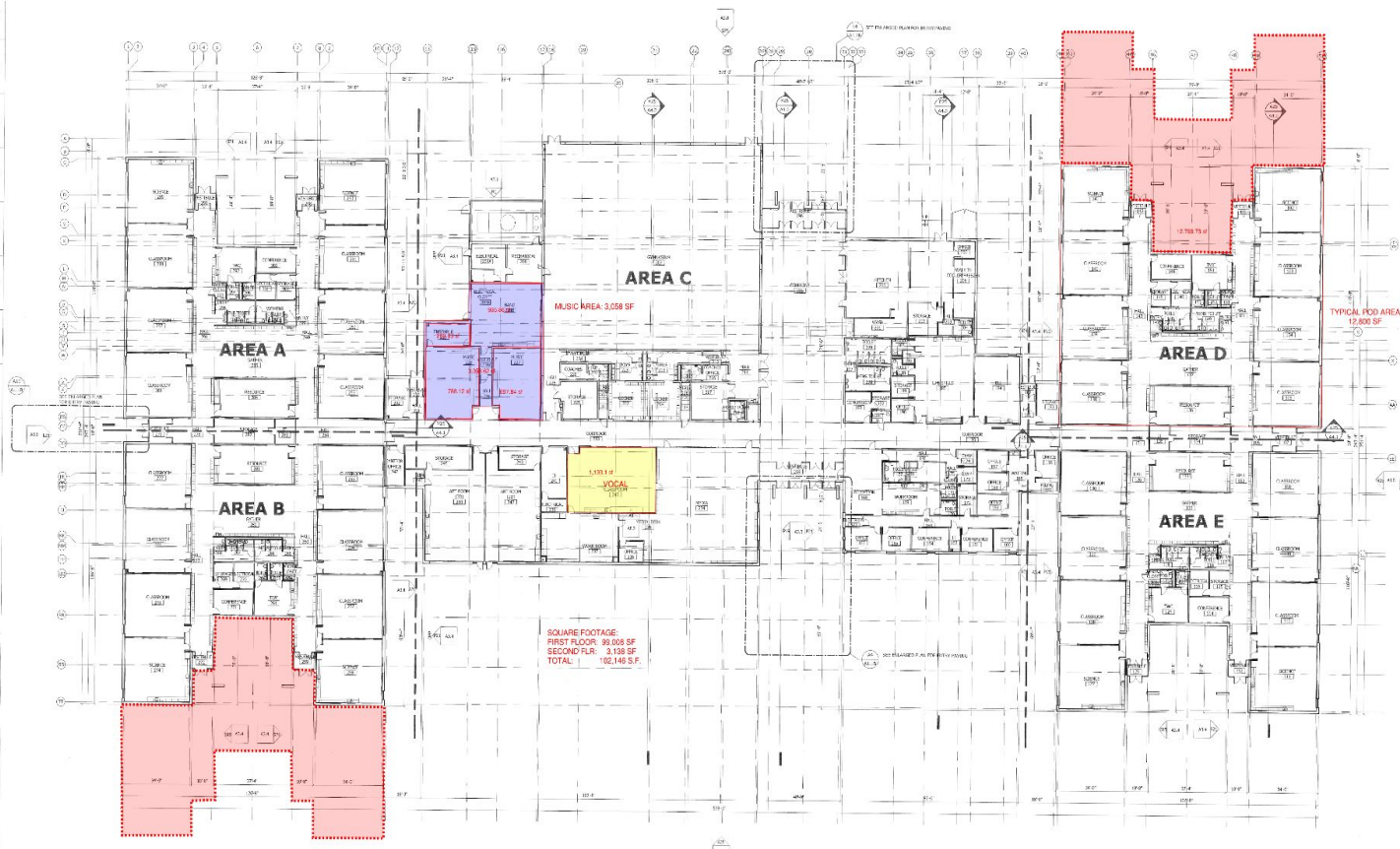


JCAC

- + **Design:** July 2022 thru February 2023
 - Scope / Budget reconciliation in progress
- + **Bidding:** March 2023
- + **Construction:** May 2023 thru October 2024

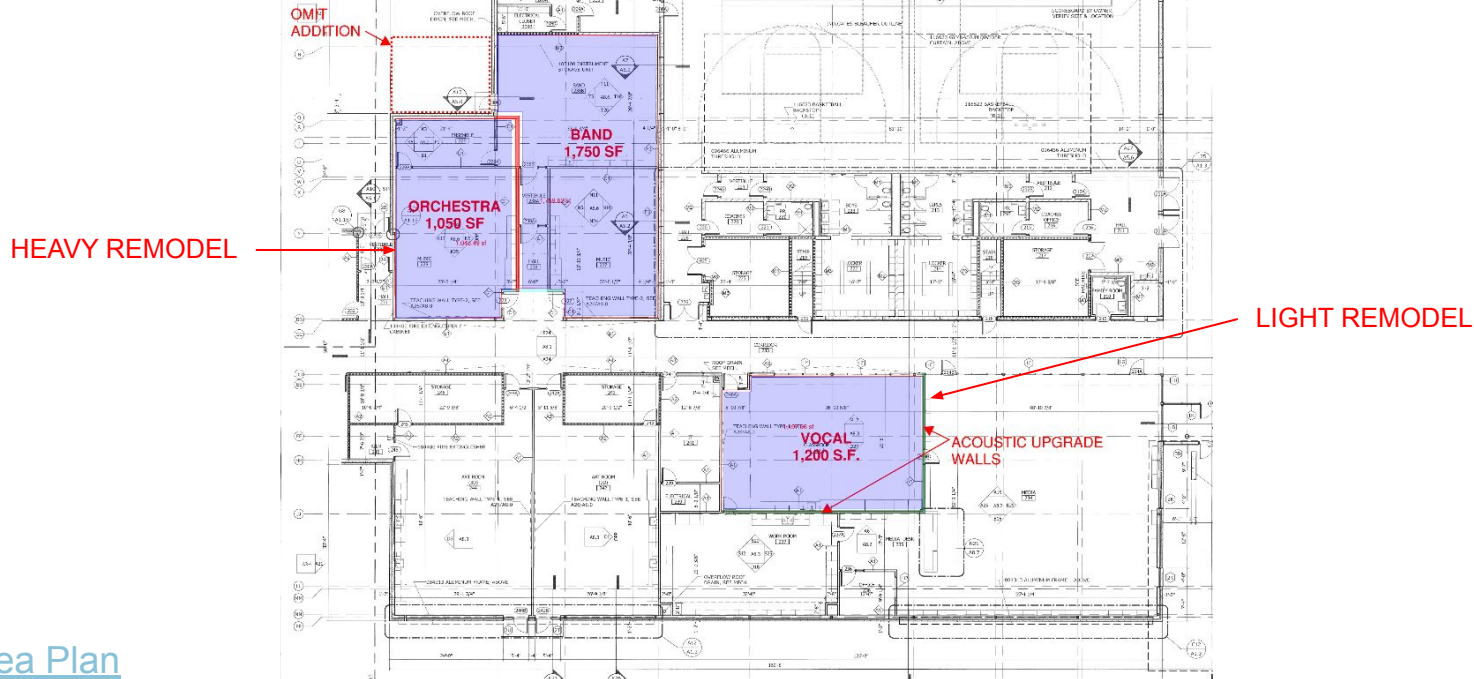


JCAC Site Plan



JCAC Overall Floor Plan

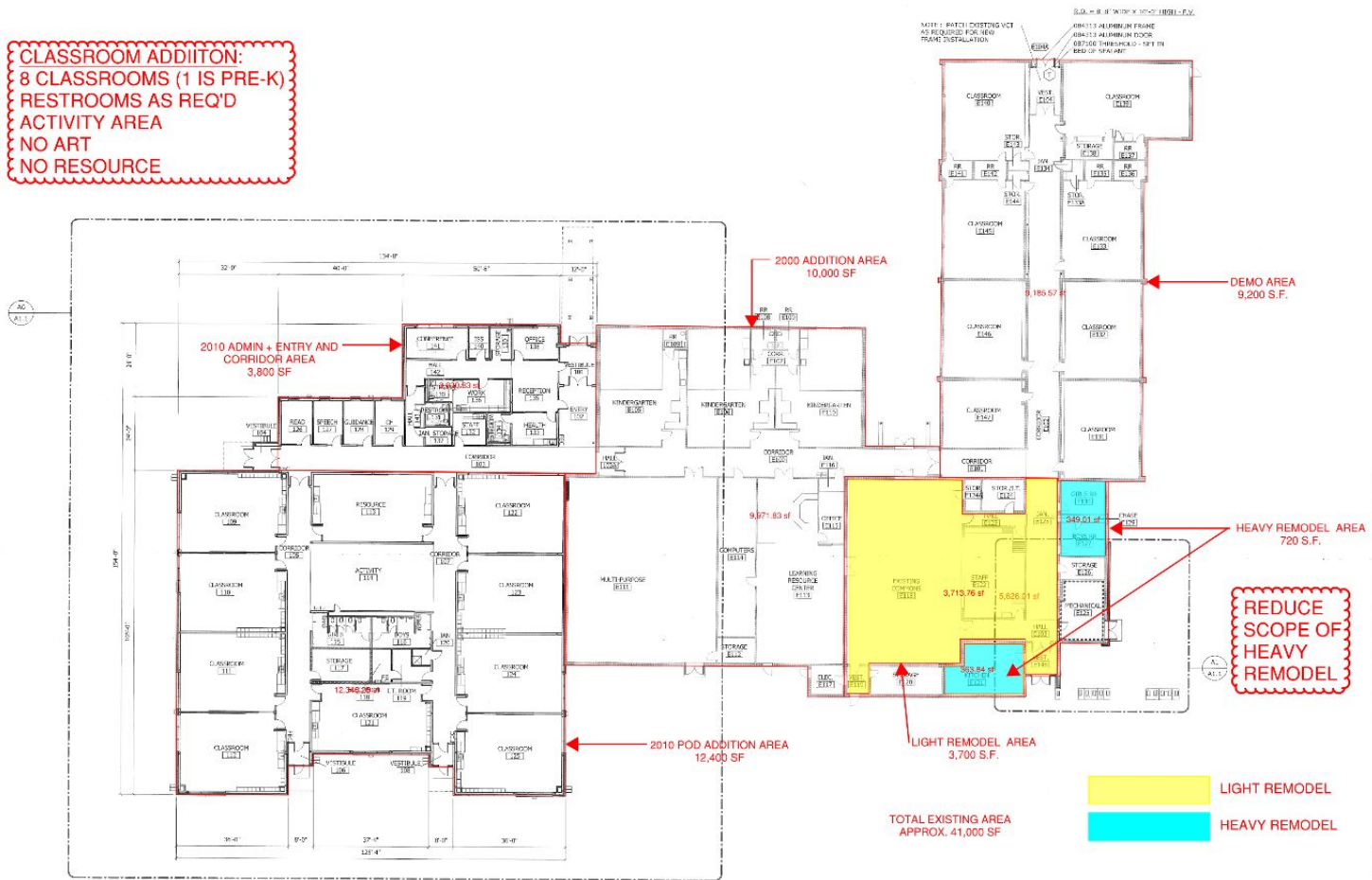
JCAC Fine Arts Area Plan



Linden Elementary

- + **Design:** July 2022 thru January 2023
 - o Scope / Budget reconciliation in progress
- + **Bidding:** February 2023
- + **Construction:** May 2023 thru July 2024

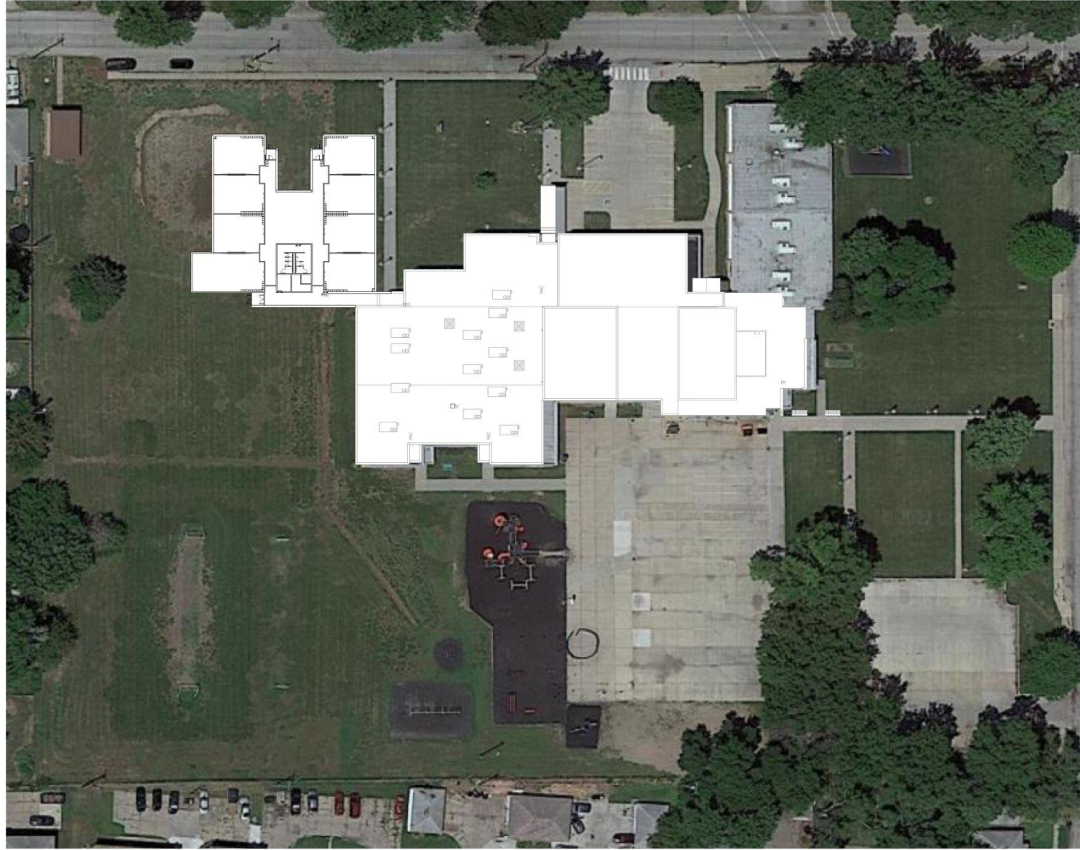
**CLASSROOM ADDITION:
8 CLASSROOMS (1 IS PRE-K)
RESTROOMS AS REQ'D
ACTIVITY AREA
NO ART
NO RESOURCE**



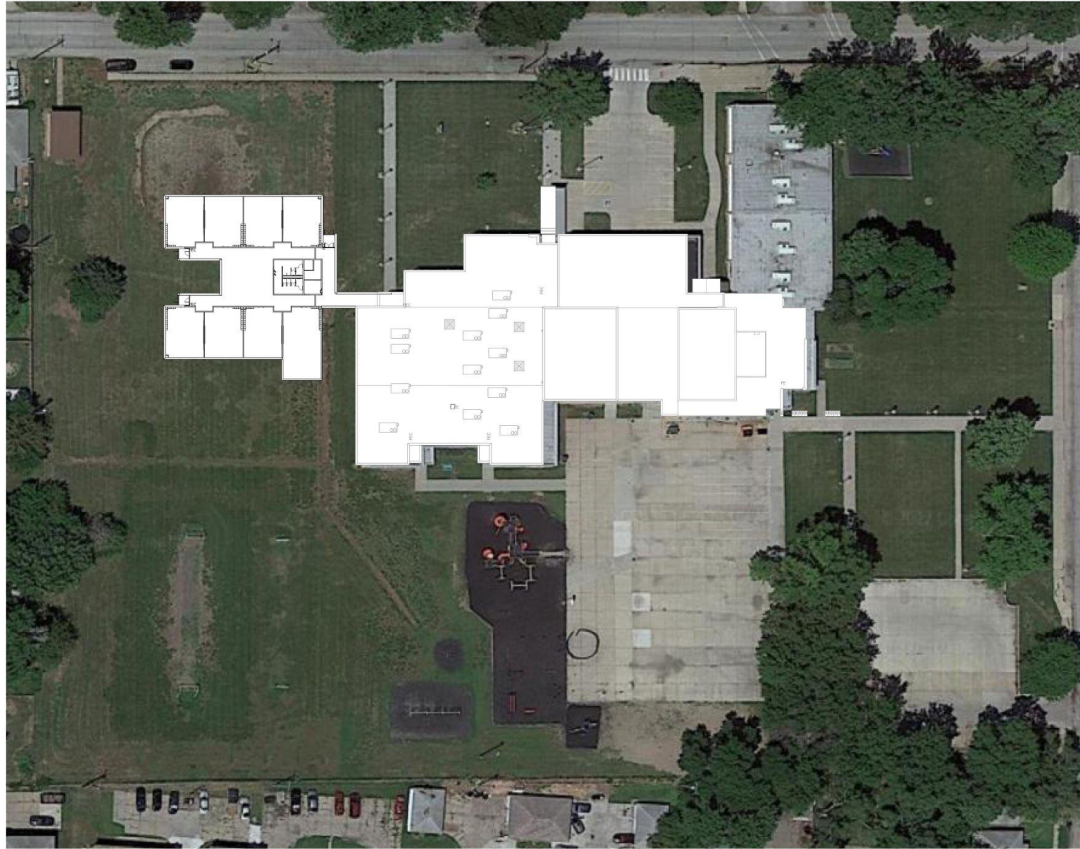
Linden Existing Overall Floor Plan



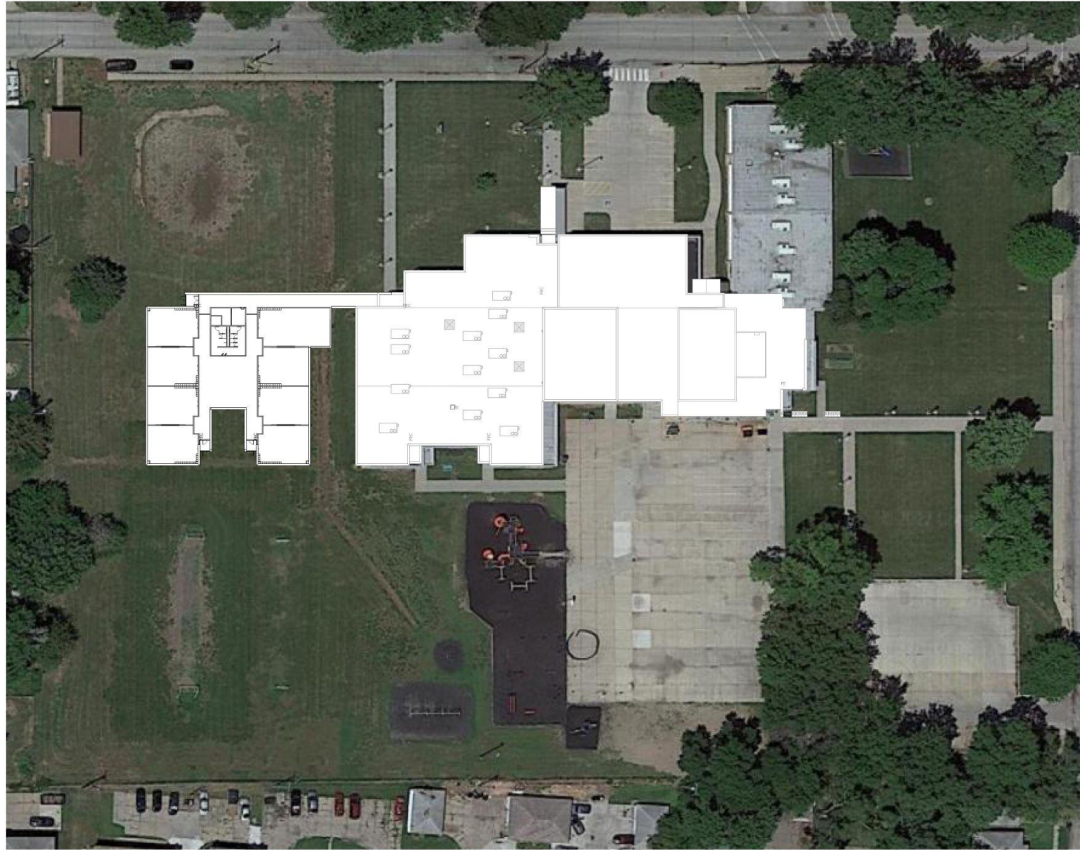
[Linden Classroom Pod Plan Concept](#)



[Linden Site Plan - Option 1](#)



[Linden Site Plan - Option 2](#)



[Linden Site Plan - Option 3](#)

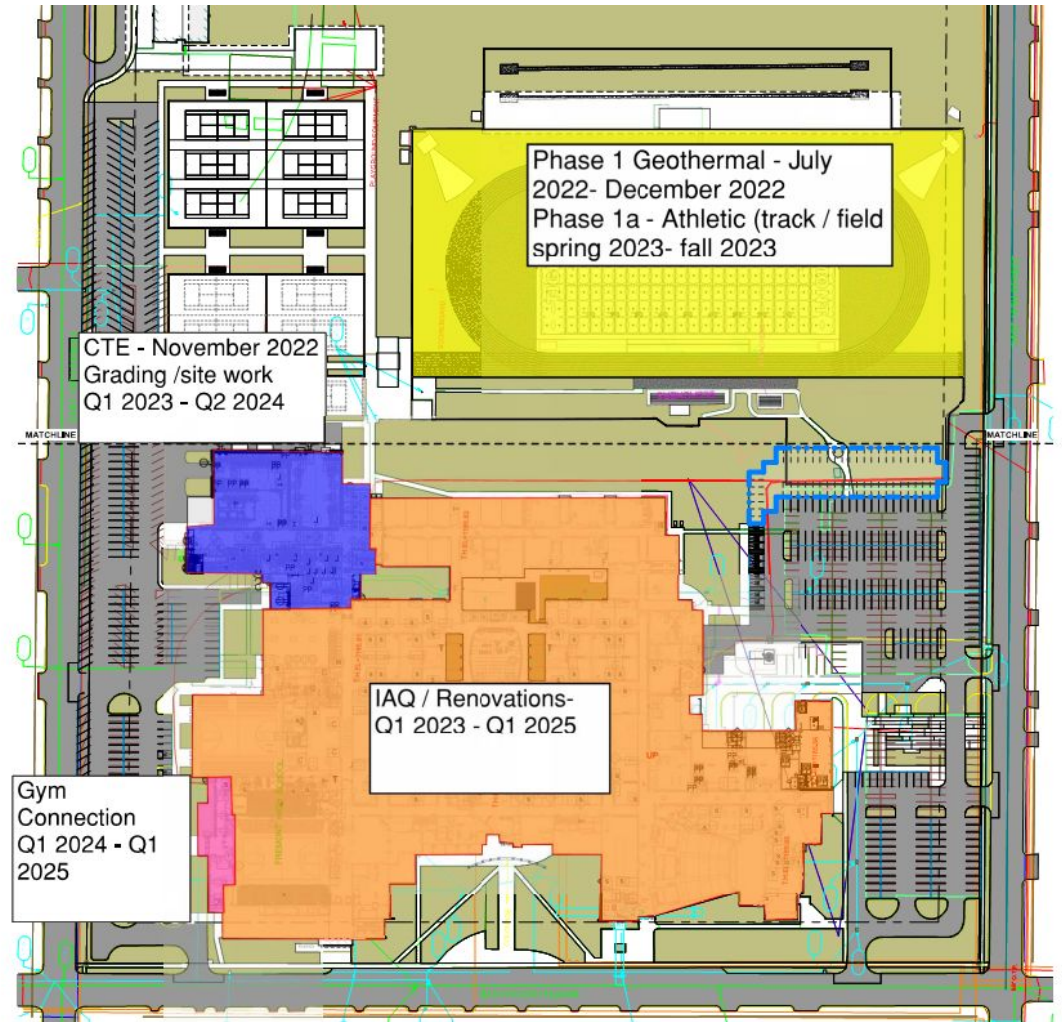
Bell Field Elementary - Ph. 2

- + **Design:** July 2022 thru December 2023
 - o Scope / Budget reconciliation in progress
- + **Bidding:** January 2023
- + **Construction:** May 2023 thru July 2024

HS / CTE BIDDING PROCEDURES



Construction Phasing Approach



Fremont High School – Current Bid Package Schedule

- + **Bid package 01** – Geothermal Drilling - Bid and awarded May 2022 (Mid-America Drilling). Mid America has mobilized and is starting work.
 - Permit has been received for Bid package 01.
- + **Bid Package 02** - Architectural Precast (CTE) – Bid and awarded June 2022
 - (Enterprise Precast). Anticipating Q1 / Q2 delivery 2024.
 - Revised drawing package to Enterprise 9/15
- + **Bid Package 03** - Mechanical & Electrical DD RFP - Re-bidding currently
 - Bidding currently (to be Awarded in August / September 2022)

Fremont High School – Current Bid Package Schedule

- + **Bid Package 04** - Athletic track & field, FB Field Turf, Tennis Courts & Civil site design - Out to bid September 2
 - Bidding anticipated in September 2022
- + **Bid Package 05** – Final CDs October 27
 - November 2022

*All bidding is being publicly advertised (public plan sharing) and is also listed the Fremont Tribune and Omaha World Herald.

*Pre-bid walk-throughs are occurring for each bid package.

*Quote comparisons with recommendations for each subcontractor occurs after each bid package

High School / CTE



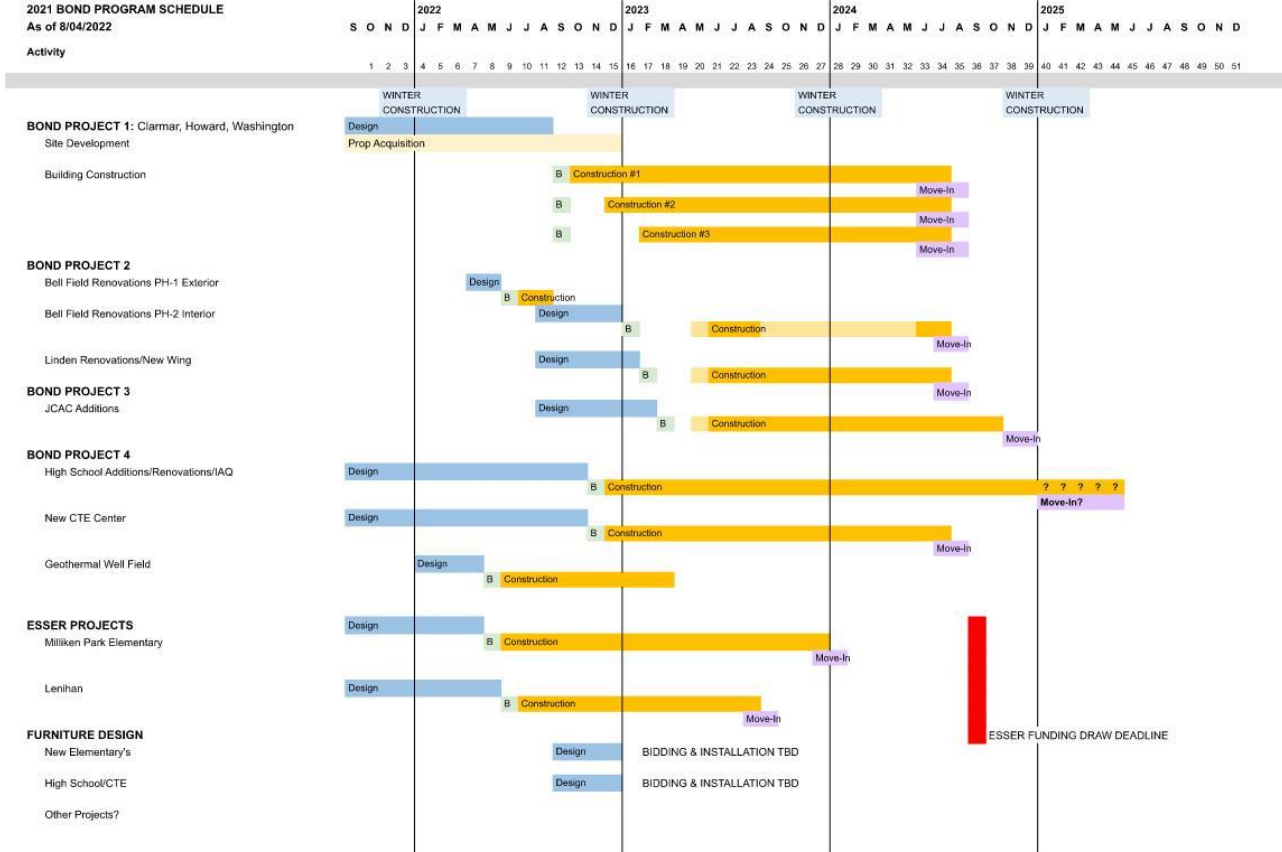
- + **Track/FB Field Turf/Tennis Court Package:** Out to Bid 9/2/2022
- + **Final Design:** CD's to be Finished End of October 2022
- + **Bidding:** November 2022
- + **Construction:** Now thru 2025

SCHEDULE



BVH ARCHITECTURE

FREMONT PUBLIC SCHOOLS
2021 BOND PROGRAM SCHEDULE
As of 8/04/2022



Thank you

BVH
ARCHITECTURE



FREMONT PUBLIC SCHOOLS

2022-2023

Proposed Budget/Levy Information And Financial History

Mark Shepard, Brad Dahl & Susan Plank

Budget Timeline



FREMONT PUBLIC SCHOOLS

March 1 – State Aid Certification, Budget Authority & Allowable Reserve Percentage Certification

May – June – District Budget Development

August 20 – Assessed Valuation and Real Growth Percentage Certified by Counties

August 31, September 1 and 2 – BOE Small Group Budget Work Sessions

September 5 - Deadline to Notify and Submit Information to County Clerk for Joint Public Hearing

September 12 – Board Meeting - Budget Update

September 27 – Joint Public Hearing Scheduled by County

September 28 - Board Special Meeting (Budget Hearing, Tax Request Hearing, Approve Budget, Approve Tax Request)

September 30 - Filing Deadline for Budget and LC-2

Issues Affecting FPS Finances



FREMONT PUBLIC SCHOOLS

- Revenue Uncertainty - Federal, State, Local
- Nebraska Advantage Act - Personal Property
- Levy / Budget Growth / Reserve - Statutory Limitations
- Recent proposed legislation changing how schools are funded.
- Building maintenance, safety and transportation, staffing needs continue to exceed the ability to fund.
- ESSERS II & III - Sustainability

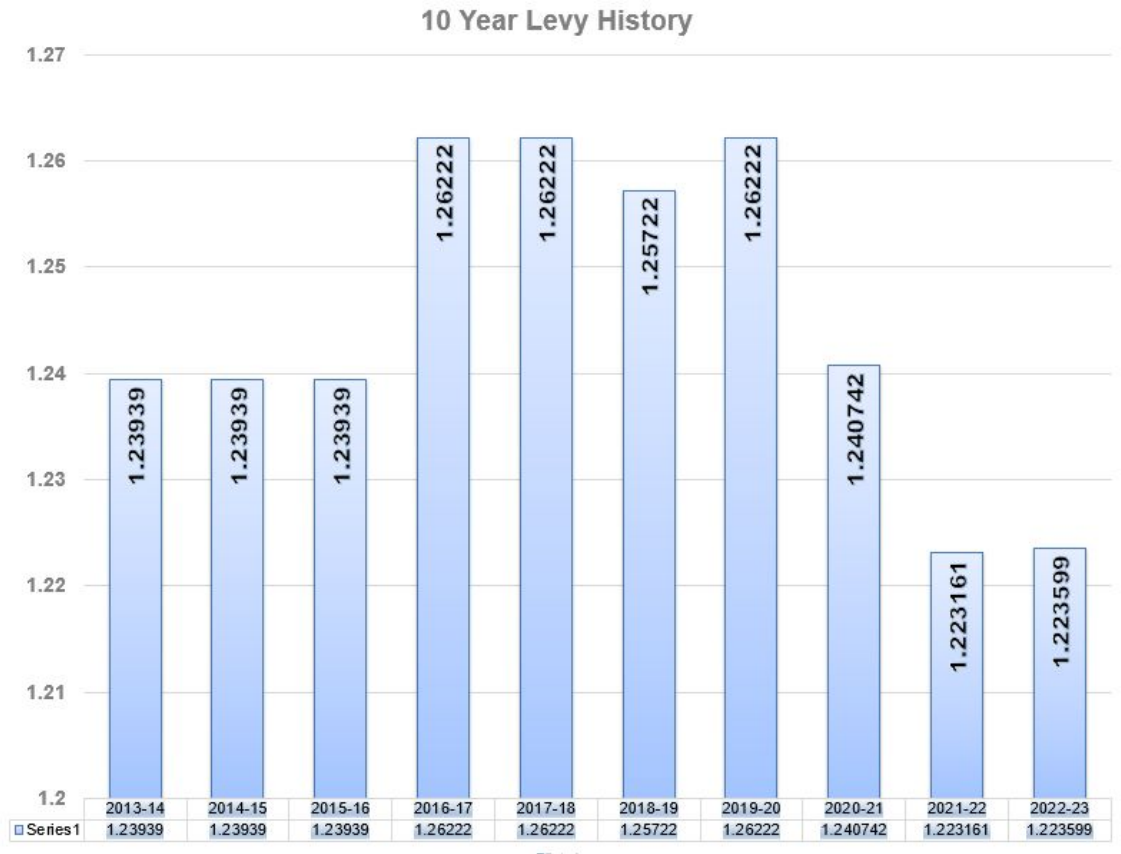
Assessed Valuation by County



FREMONT PUBLIC SCHOOLS

General Fund				
County	2021-22	2022-23	Difference	% Change
Dodge County	\$2,491,573,069	\$2,715,389,023	\$223,815,954	8.98%
Saunders County	\$285,597,142	\$320,527,690	\$34,930,548	12.23%
Douglas County	\$46,059,045	\$46,521,440	\$462,395	1.00%
Total	\$2,823,229,256	\$3,082,438,153	\$259,208,897	9.18%

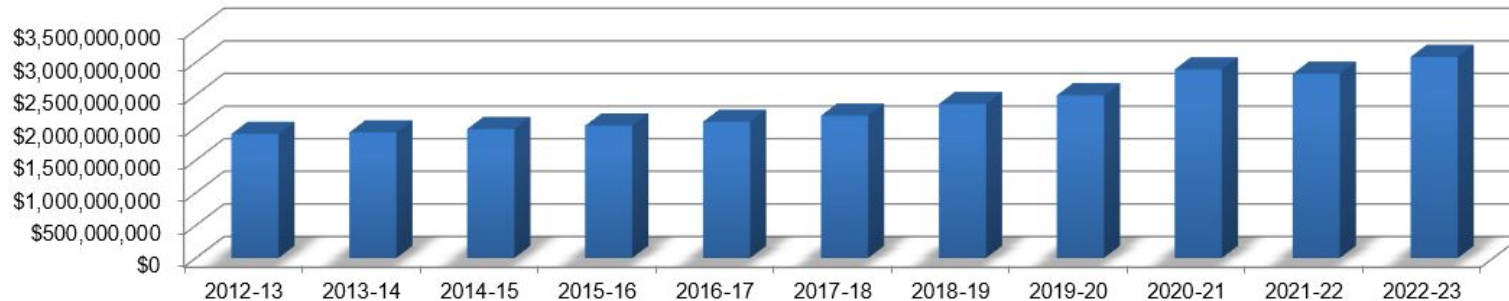
History of Property Tax Levy





Assessed Valuation Data

Year	Valuation	% Change
2012-13	\$1,900,602,935	
2013-14	\$1,923,986,928	1.23%
2014-15	\$1,975,346,568	2.67%
2015-16	\$2,028,134,274	2.67%
2016-17	\$2,088,283,192	2.97%
2017-18	\$2,182,230,131	4.50%
2018-19	\$2,360,217,114	8.16%
2019-20	\$2,493,350,512	5.64%
2020-21	\$2,891,347,400	15.96%
2021-22	\$2,823,229,256	-2.36%
2022-23	\$3,082,438,153	9.18%
	10 Year Average	5.06%



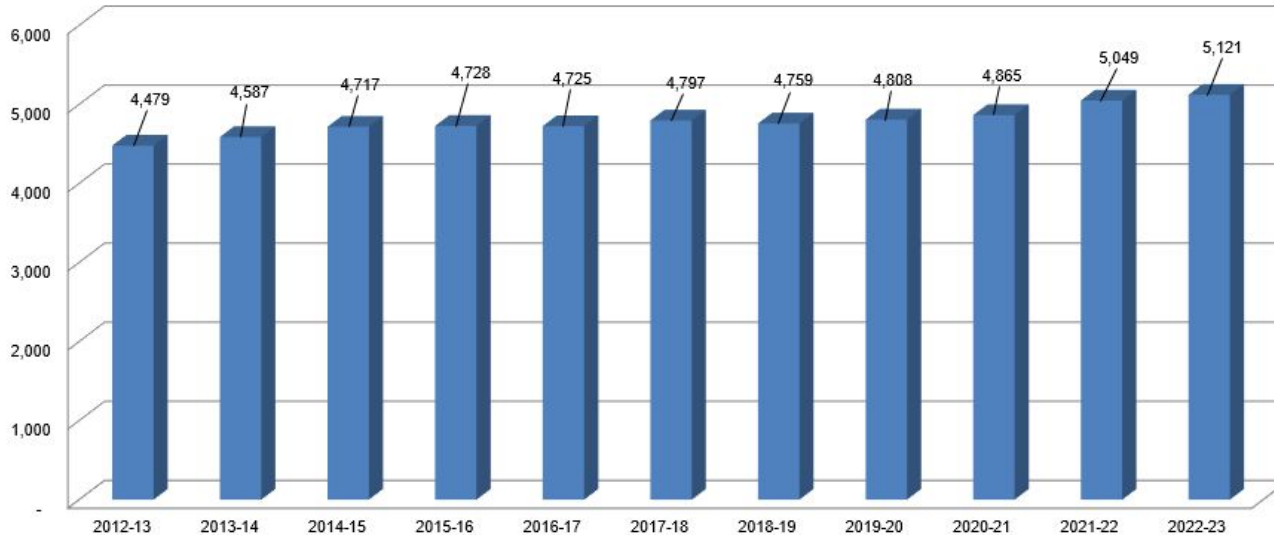
Student Enrollment



FREMONT PUBLIC SCHOOLS

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Early Childhood	134	129	177	187	190	222	194	242	256	287	285
Kinderqarten - Grade 12	4,345	4,458	4,540	4,541	4,535	4,575	4,565	4,566	4,609	4,762	4,836
Totals	4,479	4,587	4,717	4,728	4,725	4,797	4,759	4,808	4,865	5,049	5,121

Enrollment History/Projection

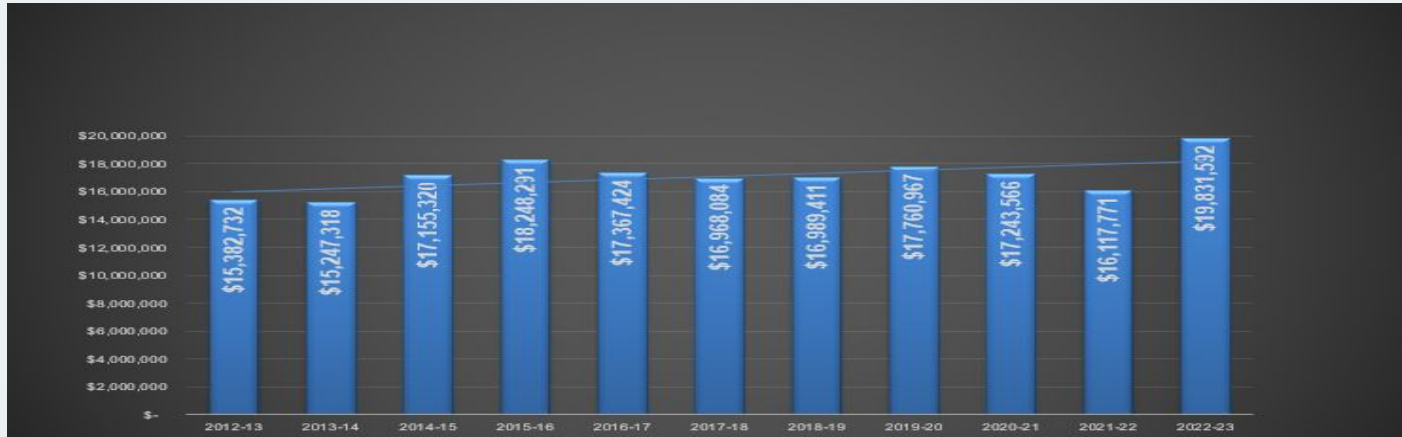


State Aid History



FREMONT PUBLIC SCHOOLS

			CHANGE
2012-13	\$	15,382,732	
2013-14	\$	15,247,318	\$ (135,414)
2014-15	\$	17,155,320	\$ 1,908,002
2015-16	\$	18,248,291	\$ 1,092,971
2016-17	\$	17,367,424	\$ (880,867)
2017-18	\$	16,968,084	\$ (399,340)
2018-19	\$	16,989,411	\$ 21,327
2019-20	\$	17,760,967	\$ 771,556
2020-21	\$	17,243,566	\$ (517,401)
2021-22	\$	16,117,771	\$ (1,125,795)
2022-23	\$	19,831,592	\$ 3,713,821



All Fund Expenditures



FREMONT PUBLIC SCHOOLS

Funds	2021-2022	Proposed 2022-2023	% Change
General	\$68,473,032	\$69,595,949	1.64%
Depreciation	\$4,113,302	\$4,515,600	9.78%
Activities	\$1,143,952	\$1,209,103	5.70%
School Nutrition	\$2,990,000	\$4,161,000	39.16%
Bond	\$5,528,500	\$5,904,979	6.81%
Special Building	\$124,223,223	\$121,013,803	-2.58%
Student Fee	\$120,000	\$120,000	0.00%
Totals	\$206,592,009	\$206,520,434	-0.03%

Property Tax Levy



FREMONT PUBLIC SCHOOLS

Property Tax Rate

2021-22

2022-23

General Fund

\$1.047722

\$1.005100

Special Building Fund

\$0.017552

\$0.025000

Bond & Interest Fund

\$0.157887

\$0.193499

Total

\$1.223161

\$1.223599

Fund Strategies



FREMONT PUBLIC SCHOOLS

- Review district wide programs and departments to assure efficiencies and alignment with Board of Education goals
- Evaluate staff requests
- Evaluate current and future openings
- Plan for future needs (facilities, safety, transportation, CTE, Personnel etc.)
- Monitor bond market
- Consider district cash flow needs
- Monitor Legislation

Budget Summary



FREMONT PUBLIC SCHOOLS

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

Dodge County School District 1 (27-0001) in Dodge County School District 1 County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 28 day of September, 2022 at 6:00 o'clock, P.M., at 130 East 9th Street for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget and to consider amendments relative thereto. The budget detail is available at the office of the Clerk/Secretary during regular business hours. For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: <https://nep.education.ne.gov>

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve	Total Available Resources Before Property Taxes	Total Personal and Real Property Tax Requirement
	2020-2021 (1)	2021-2022 (2)	2022-2023 (3)			
General	\$ 58,055,037.00	\$ 62,739,718.00	\$ 69,595,949.73	\$ 9,724,452.47	\$ 48,648,632.20	\$ 30,981,586.00
Depreciation	\$ 644,136.00	\$ 391,816.00	\$ 4,515,600.00		\$ 4,515,600.00	
Employee Benefit	\$ -	\$ -	\$ -	\$ -	\$ -	
Contingency	\$ -	\$ -	\$ -		\$ -	
Activities	\$ 648,105.00	\$ 838,623.00	\$ 1,209,103.00	\$ -	\$ 1,209,103.00	
School Nutrition	\$ 2,469,932.00	\$ 3,196,214.00	\$ 4,161,000.00	\$ 633,031.00	\$ 4,794,031.00	
Bond	\$ 4,285,778.00	\$ 5,528,500.00	\$ 5,904,979.51	\$ 3,032,387.00	\$ 3,032,387.00	\$ 5,964,625.51
Special Building	\$ 110,188.00	\$ 4,641,224.50	\$ 121,013,803.94		\$ 120,250,900.50	\$ 770,609.44
Qualified Capital Purpose Undertaking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cooperative	\$ -	\$ -	\$ -	\$ -	\$ -	
Student Fee	\$ 38,523.00	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 120,000.00	
	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS	\$ 66,251,699.00	\$ 77,456,095.50	\$ 206,520,436.18	\$ 13,389,870.47	\$ 182,570,653.70	\$ 37,716,820.95
				Bond Purposes	Non-Bond Purposes	Total
				\$ 5,964,625.51	\$ 31,752,195.44	\$ 37,716,820.95

Levies to be set by County



FREMONT PUBLIC SCHOOLS

Notice of Special Hearing To Set Final Tax Request

Dodge County School District 1 (27-0001) in Dodge County School District 1 County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 28 day of, September 2022 at Immediately following Budget Hearing at 6:00 PM o'clock P.M., at 130 East 9th Street for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2021-2022	2022-2023	Change
Property Valuations	2,823,229,256	3,082,438,153	9%

2021-2022 Budget Information

2022-2023 Budget Information

Fund	2021-2022 Operating Budget	2021-2022 Property Tax Request	2021 Tax Rate	Property Tax Rate (2021-2022 Request Divided By 2022 Valuation)	2022-2023 Operating Budget	2022-2023 Proposed Property Tax Request	Proposed 2022 Tax Rate	Change in Tax Rate	Change in Operatin g Budget
General Fund	68,473,032.00	29,579,594.00	1.047722	0.959617	69,595,949.73	30,981,586.00	1.005100	-4%	2%
Bond Fund 10/17 GO BABs	834,901.27	834,901.27	0.029569	0.027086	564,760.38	570,465.00	0.018505	-37%	-32%
Bond Fund(s) K - 8	2,187,985.69	2,223,501.69	0.109976	0.072135	-	-	0.000000	-100%	-100%
Bond Fund(s) 9 - 12	74,786.01	71,218.09	0.003396	0.002310	-	-	0.000000	-100%	-100%
Bond Fund 19 LTGO BABs	340,519.35	422,010.70	0.014946	0.013691	744,671.88	752,193.82	0.024400	63%	119%
Special Building Fund	124,223,223.33	495,527.55	0.017552	0.016076	121,013,803.94	770,609.44	0.025000	42%	-3%
Bond Fund 2021 GO	-	-	0.000000	0.000000	4,595,547.24	4,641,966.66	0.150594	100%	100%
Qualified Capital Purpose Undertaking Fund K - 8			0.000000	0.000000			0.000000	0%	0
Qualified Capital Purpose Undertaking Fund 9 - 12			0.000000	0.000000			0.000000	0%	0
Total	196,134,447.65	33,626,753.30	1.223161	1.090915	196,514,733.17	37,716,820.92	1.223599	0%	0%

LB 644 Postcard Information



FREMONT PUBLIC SCHOOLS

FREMONT PUBLIC SCHOOLS			
ADOPTED FOR 2021			
Funds	Levy Request for 2021	2021 Total Valuation	Tax Dollars Requested for 2021
General	\$ 1.047722	\$ 2,823,229,256	\$ 29,579,594
Special Building	\$ 0.017552	\$ 2,823,229,256	\$ 495,533
Bond Fund	\$ -	\$ 2,823,229,256	\$ -
2010 BABs \$15.2	\$ 0.029569	\$ 2,823,569,523	\$ 834,901
Bond Fund K-8	\$ 0.109976	\$ 2,021,810,269	\$ 2,223,506
Bond Fund 9-12	\$ 0.003396	\$ 2,097,116,812	\$ 71,218
2010 BABS \$10.6	\$ 0.014946	\$ 2,823,569,523	\$ 422,011
Total	\$ 1.223161		\$ 33,626,763.35
ESTIMATED FOR 2022 - OPTION A: TOTAL ONLY			
Fund(s)	Levy Request for 2022	2022 Total Valuation*	Tax Dollars Requested for 2022
All Funds			\$ -
ESTIMATED FOR 2022 - OPTION B: FUND BREAKDOWN			
Fund(s)**	Levy Request for 2022	2022 Total Valuation*	Tax Dollars Requested for 2022
General	\$ 1.005100	\$ 3,082,438,153	\$ 30,981,586
Special Building	\$ 0.025000	\$ 3,082,438,153	\$ 770,610
2021 GO Bonds	\$ 0.150594	\$ 3,082,438,153	\$ 4,641,966.91
2010 GO BABs	\$ 0.006355	\$ 3,082,761,577	\$ 195,909
2017 GO BABs	\$ 0.012150	\$ 3,082,761,577	\$ 374,556
2019 LTGO BABs	\$ 0.024400	\$ 3,082,761,577	\$ 752,194
			\$ -
Total	\$ 1.223599		\$ 37,716,821
PHONE NUMBER TO LIST ON POSTCARD:		402-727-3000	

**AUTOMATED EXTERNAL DEFIBRILLATOR
AEDs**

The Fremont Public Schools Board of Education as a policy matter has authorized placement of Automated External Defibrillators in the schools, with one or more additional portable AEDs available for use at athletic events.

The administration shall develop administrative guidelines for distribution and use of AEDs. The guidelines shall provide that AEDs be acquired and used consistent with applicable law, for the notification to emergency medical providers of the location of the device or any change in location; for properly maintaining and testing the devices; for the training of designated employees in their use; and for other appropriate plans and protocols for the AEDs.

Adopted: October 15, 2007

Reviewed: October 20, 2008

Revised: October 12, 2009

Revised: October 11, 2010

Revised: September 8, 2014

Reviewed: September 11, 2017

Reviewed: September 10, 2018

Reviewed: September 9, 2019

Reviewed: September 14, 2020

Reviewed: September 13, 2021

Reviewed:

Administrative Guidelines for AEDs in Fremont Public School Facilities

Distribution and Placement

Sudden cardiac arrest (SCA) is an electrical malfunction of the heart. It strikes suddenly, often without prior symptoms. A shock to the heart from an Automated External Defibrillator (AED) can restore a heart's rhythm for someone in SCA, which has been caused by ventricular fibrillation.

AEDs will be distributed to schools within the District as follows:

High School		
West Gym	1	
Trainer	1	
Coaches	2	(To be used at events in other communities)
Auditorium	1	
Science Wing	1	
Office/Nurse	1	
Middle School		
Office	1	
Nurse	1	
Gymnasium	1	
Coaches	2	(To be used at events in other communities)
Elementary Schools		
Gymnasiums	7	
Davenport	1	
Johnson Crossing	3	(One in cafeteria and one in each pod)
Lenihan Building	1	
Main Street Center	4	
Maintenance & Transportation	1	

The placement of AEDs should take into consideration access for school and community activities with consultation of Fremont Fire and Rescue and the following guidelines:

- Each AED should be secured in a wall cabinet.
- AEDs should not generally be placed in locked rooms or areas which limit availability after school hours unless another unit or units are available.

- Signs with directions to access the AED should be posted in designated areas in the building where students or staff gather.
- AEDs designated for use in the school buildings will not be taken on field trips or other activities away from the school.
- The Athletic Director will be responsible for designation of athletic events at which portable AEDs are to be taken. Designation of the events at which the portable AEDs will be taken is to be determined based on consideration of the likelihood of a SCA occurring at the event (e.g. more participants; more spectators; and more strenuous or physical contact activity; equals greater likelihood of a SCA) and of the presence at the event of AED trained staff.
- The Executive Director of Business and Support Services is responsible for notifying the local emergency medical service of the existence, location, and type of defibrillator, and of any change in the location of such defibrillator. For portable AEDs, the primary site where the AED is located is to be reported.

AED Maintenance and Use

The following are guidelines on the maintenance and use of AEDs:

- AEDs should be maintained and tested in accordance with the operational guidelines of the manufacturer and monitored by the school nurse.
- The school nurse, to assure it is in proper working order and ready for use, should inspect the AED, on a regular basis, at least at the beginning of each school quarter when practicable and a log of such equipment check should be maintained in the office of the School Nurse.
- AEDs should be stored in wall-mounted cases.
- All AED pads exceeding the manufacturer's recommended shelf life should be replaced.
- All AED batteries exceeding the manufacturer's recommended shelf life should be replaced.

Operating Procedures

Unless the medical condition of the person experiencing or believed to be experiencing a SCA and/or circumstances dictate otherwise, the following standing guidelines for emergency response to cardiac arrest should be followed:

- Assess the patient (ABCs).
- Call 911 and get the AED. Report to dispatcher the person's status (unresponsive, not breathing, no pulse). Inform dispatcher if CPR is being performed and if an AED is being used.
- Administer CPR until AED arrives
- Continue as per CPR/AED training.

- Adult pads are used for persons over the age of 8 years and/or over 55 pounds. Pediatric pads are used for persons under 8 years and/or under 55 pounds.

The use of AEDs is to be in accordance with Health and Human Services AED Protocol¹

Considerations:

If the “No Shock Advised” prompt is heard after three consecutive analyze steps continue CPR and prepare for transport via EMT for higher level care.

- Notify parent/guardian as soon as reasonably possible upon signs of an emergency. If trained designated staff is involved, personnel not administering emergency treatment should make the contact.
- During the instructional day, the AED should be administered only by designated staff, certified in CPR/AED, when emergency events occur resulting from cardiac arrest, provided such staff are readily available.
- After the instructional day and on weekends the AEDs should be on the premises and reasonably available for members of the community who self-identify themselves as trained and qualified personnel to use an AED.

AED Training and Implementation

- A. The following persons are required to have current CPR/AED certification:
 1. School Nurses
 2. Athletic Trainers
 3. Coaches and Assistant (Varsity) Coaches
- B. It is recommended that the following staff be included in the training:
 1. Administrators
 2. Physical Education Teachers
 3. Security Personnel
 4. Custodial Staff
- C. Training will be implemented and completed within a reasonable time period following acquisition of the AEDs, and for new employees, within a reasonable time period upon beginning employment. CPR/AED classes should be scheduled with consideration of staff availability and time.
- D. Certified CPR/AED instructors will provide the CPR/AED training.
- E. Parents, guardians and emancipated students should be notified that in the event of a cardiac arrest, designated staff certified in CPR/AED or others may

¹ HHS's AED Protocol: <http://www.hss.state.ne.us/crl/rcs/ems/protocols.pdf> (page 5).

utilize an AED. In the first year following acquisition of the AEDs, the notice will be placed in the school's student handbook.

The school nurse should:

- Maintain a current list of building staff certified in CPR/AED. A listing should be provided to the Principal and the Health Office.
- (Consideration should be given to posting names in lounges, cafeterias, offices, etc. for emergency access.)
- Demonstrate annually the procedure for using an AED to building staff and how to access.

F. Purchasing AEDs and Replacements

- All requests for AEDs and replacement supplies should be processed through the Business Office.
- Health Services should keep a set of pads for replacement when an AED has been used.
- All AEDs should meet district specifications.
- All AEDs should be of the same model and manufacturer.
- All AEDs should be labeled with a barcode.
- When using an AED trainer, do not remove the seals. Simulate placement.

G. Actions Following Administration of AED

As soon as reasonably possible following the use of an AED, the designated staff certified in CPR/AED should complete an AED Emergency Form (see attached).

The school nurse should review the documentation, sign the form, file and/or submit the information within 24 hours or as soon as reasonably possible following the incident. If the person is a student, a copy should be filed in the student's health record. A copy should be sent to the Supervisor of Health Services. A copy should be sent to the Executive Director of Business and Support Services for risk management purposes.

H. Periodic Review

The guidelines should be discussed or reviewed annually and reported to the Board of Education by the Superintendent of Schools. Input for consideration of possible revisions should be provided by:

- Representatives from the Fremont Fire Department
- Supervisor of Health Services
- AED Product Representative
- Staff who used an AED for an emergency response during the prior year

Fremont Public Schools

AED (Automated External Defibrillator) Emergency Form

Date of incident: _____ Time: _____ a.m. _____ p.m.

Name of person on whom AED used: _____
 M F Age, if known: _____

Briefly describe precipitating events:

Step 1 Initial Assessment (check box or complete as indicated)

Pulse _____ Responds Yes No

Skin Color (pale, blue, etc.) _____ Chest or Arm Pain Yes No

Breathing/Respirations _____ Headache Yes No

Blood Pressure (if available) _____ Anxious/Restless Yes No

Step 2 Time 911 was called _____

Step 3 CPR/AED Administration – Record Approximate Times:

CPR initiated at: _____

AED applied at: _____

Number of shocks delivered: _____

Step 4 Transport

Time EMS Arrived: _____ Transported To: _____

Name Parent/Guardian Notified: _____ Time: _____

If Parent/Guardian not reached, name of Emergency Contact: _____
Time: _____

Step 5 Post Assessment (Upon Transport)

Pulse _____ Breathing/Respirations _____

Skin Color (pale, blue, etc.) _____

Response _____

Complaints _____

Signatures of Initial Responders:

(1) _____

(2) _____

Name of Emergency Responders and/or Squad Number: _____

School Nurse _____ Date _____

CHILD ABUSE - NEGLECT

Any Fremont Public Schools employee who has reasonable cause to believe that a child has been subject to abuse or neglect, including sexual abuse or human trafficking, or observe such person being subject to conditions or circumstances which would reasonably result in abuse or neglect shall promptly report the same to: Fremont Police Department, the Department of Health and Human Services or the appropriate law enforcement agency.

In addition to reporting the alleged abuse or neglect to the proper authorities, the employee shall also inform the employee's principal or other immediate supervisor of the making of the report and the basis for making the report, who will ensure that the report has been made to the proper law enforcement agency or other agency as required by law.

Federal law requires prompt reporting within a 24-hour period by all school employees, including coaches and volunteers, participating in interstate amateur athletic competition. By policy, Fremont Public Schools extends such reporting obligation to those participating in any interstate extracurricular activity or trip.

Adopted: November 9, 1987

Reviewed: November, 1997

Reviewed: April 16, 2001

Revised: April 8, 2013

Revised: September 14, 2015

Revised:

Child Abuse - Neglect

Nebraska Statutes define child abuse and neglect as knowingly, intentionally, or negligently, causing or permitting a minor child to be, as follows:

1. Placed in a situation that endangers their life or physical or mental health;
2. Cruelly confined or cruelly punished;
3. Deprived of necessary food, clothing, shelter or care;
4. Left unattended in a motor vehicle if such minor child is six years of age or younger;
5. Placed in a situation to be sexually abused; or
6. Placed in a situation to be sexually exploited through sex trafficking of a minor as defined in section 28-830 or by allowing, encouraging or forcing such person to solicit for or engage in prostitution, debauchery, public indecency or obscene or pornographic photography, films or depictions; or
7. Placed in a situation to be a trafficking victim as defined in section 28-830

All employees and administrators will fully cooperate with the law enforcement agencies and the Department of Health and Human Services with regard to alleged abuse or neglect. Under Nebraska Statutes a person making a report under this section is immune from any liability, civil or criminal, that might otherwise be incurred or imposed except for maliciously false statements. Failure to make the report as required by the Nebraska Statutes with regard to alleged child abuse or neglect does constitute a Class III misdemeanor, which carries a maximum penalty of three-month imprisonment and a \$500 fine. An employee who fails to make a report when required to do so, or to inform a supervisor of the situation in order that a report may be made, shall be subject to disciplinary action, up to and including termination.

In cases of investigation of child abuse reports, the decision to inform parents or guardians lies in the hands of the investigative authorities, which includes law enforcement, and/or the Department of Health and Human Services, Child Protection and Safety.

CHILD ABUSE

The Fremont Board of Education directs the Superintendent of Schools or his designee to develop procedures to advise staff members of their responsibilities as described by statutes relating to child abuse.

The Superintendent of Schools or his designee, is directed to develop administrative regulations outlining the procedure to be followed by staff members in cases in which child abuse is suspected.

Child abuse and/or neglect shall mean knowingly, intentionally, or negligently causing or permitting a minor child or an incompetent or disabled person to be:

- a. Placed in a situation that endangers his life or physical or mental health;
- b. Cruelly confined, or cruelly punished;
- c. Deprived of necessary food, clothing, shelter, or care;
- d. Left unattended in a motor vehicle, if such minor child is six years of age or younger; or
- e. Sexually abused.

All school employees shall promptly report to the appropriate law enforcement agency and building principal any instance where they have reasonable cause to believe or suspect that a child have been subjected to abuse or instance where they observe a child being subjected to conditions or circumstances which reasonably would result in abuse.

Federal law requires prompt reporting by all school employees, including coaches and volunteers, participating in interstate amateur athletic completion. The term "promptly" means "within a 24-hour period."

In cases of investigation of child abuse reports, the decision to inform parents or guardians lies in the hands of the investigative authorities, which includes law enforcement, and/or the Department of Health and Human Services, Child Protection and Safety.

Policy 51A identifies the responsibilities of the Attendance Officer. Administrative Regulations should be developed to use by him/her in child abuse situations.

It is the policy of the Fremont Public Schools that when any school employee has reason to suspect that a child is being abused or neglected, the following steps should be taken:

*This requirement shall apply to **all school employees**, including coaches and volunteers participating in interstate amateur athletic completion.

Note: Fremont Public Schools staff shall not investigate, make judgements or conclusions about whether abuse/neglect has occurred, and should instead allow Child Protective Services and law enforcement to determine whether or not an abusive or neglectful situation exists.

1. Any staff person, employee or volunteer who has reasonable cause to believe that a child is being abused or neglected or knows a child is in a situation that would reasonably result in abuse, including sexual abuse, and/ or neglect, is obligated to report such abuse to the proper school and law enforcement authorities.
 - a. The teacher or employee should immediately contact the building principal and/or building counselor to inform them of the need to make a referral of child abuse, sexual abuse, and/or neglect. The building principal shall ensure that such a report is made to the proper law enforcement agency or other agency as required by law.
2. Reports of suspected child abuse, sexual abuse, and/or neglect are to be filed with the Nebraska Department of Health and Human Services through the Nebraska State 24 hour hotline at 1-800-652-1999.
3. Reports involving **physical injury or sexual abuse** to a child shall be reported **immediately to law enforcement** to allow adequate time for officers to safely interview the child during school hours and document any injuries. When a report involves physical injury of a child the school nurse shall also be contacted.

Following a report to the appropriate law enforcement and child protection agencies, a **REPORT OF SUSPECTED CHILD ABUSE OR NEGLECT** shall be completed by the designated school authority and a signed copy sent directly to School Social Worker. These reports will remain confidential and will be kept by the School Social Worker and will not be placed in a student's cumulative folder.

Adopted: November 9, 1987

Revised: July 13, 1998

Revised: December 18, 2000

Revised: October 8, 2018

CONFIDENTIAL - DO NOT PUT IN CUM FILE
SUSPECTED CHILD ABUSE AND/OR NEGLECT REPORT
STUDENT SERVICES
FREMONT PUBLIC SCHOOLS
FREMONT, NEBRASKA

School _____ Date _____
Student I.D. Number _____

Student _____ D.O.B. _____ Sex _____ Race _____

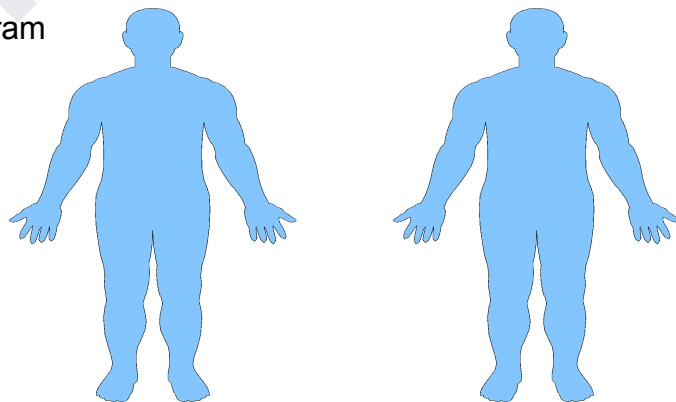
Parent/Guardian _____ Address _____

Phone number _____ (H) _____ (WK) Date of incident _____

Reasons for suspecting abuse/neglect:

Physical Observations: (if applicable)

Identify location of injuries on diagram



Persons Notified:

(1) _____
Principal/Administrator

(2) _____
Child Protective Services

(3) _____
Police Officer & Case No. (if applicable)

(4) _____
Other

Other pertinent information:

Signature of reporting person

**FORM TO BE COMPLETED WITHIN 48 HOURS OF VERBAL REPORT TO
APPROPRIATE AUTHORITIES.**



FREMONT ACTIVITIES DEPARTMENT

1750 North Lincoln Avenue
Fremont, NE 68025
402-727-3050
(fx) 402-727-3033

8/26/2022

Mr. Shepard and FPS Board of Education Members:

The Fremont Varsity Boys Basketball team has been extended an invitation to participate in the Seahawk Holiday Basketball Tournament at Hilton Head High School in Hilton Head Island, SC December 18-21, 2022.

At this point in time we are asking for your approval for the out of state travel. Costs for such a tournament, although fairly extensive, can be kept to a minimum with advance planning and reasonable decisions. Please note: the intent of the team is to cover all costs through fundraising opportunities that will be completed by November 1, 2022. The tournament will not cost the District or the FHS Activities Department any funds for our teams to attend.

Sincerely,

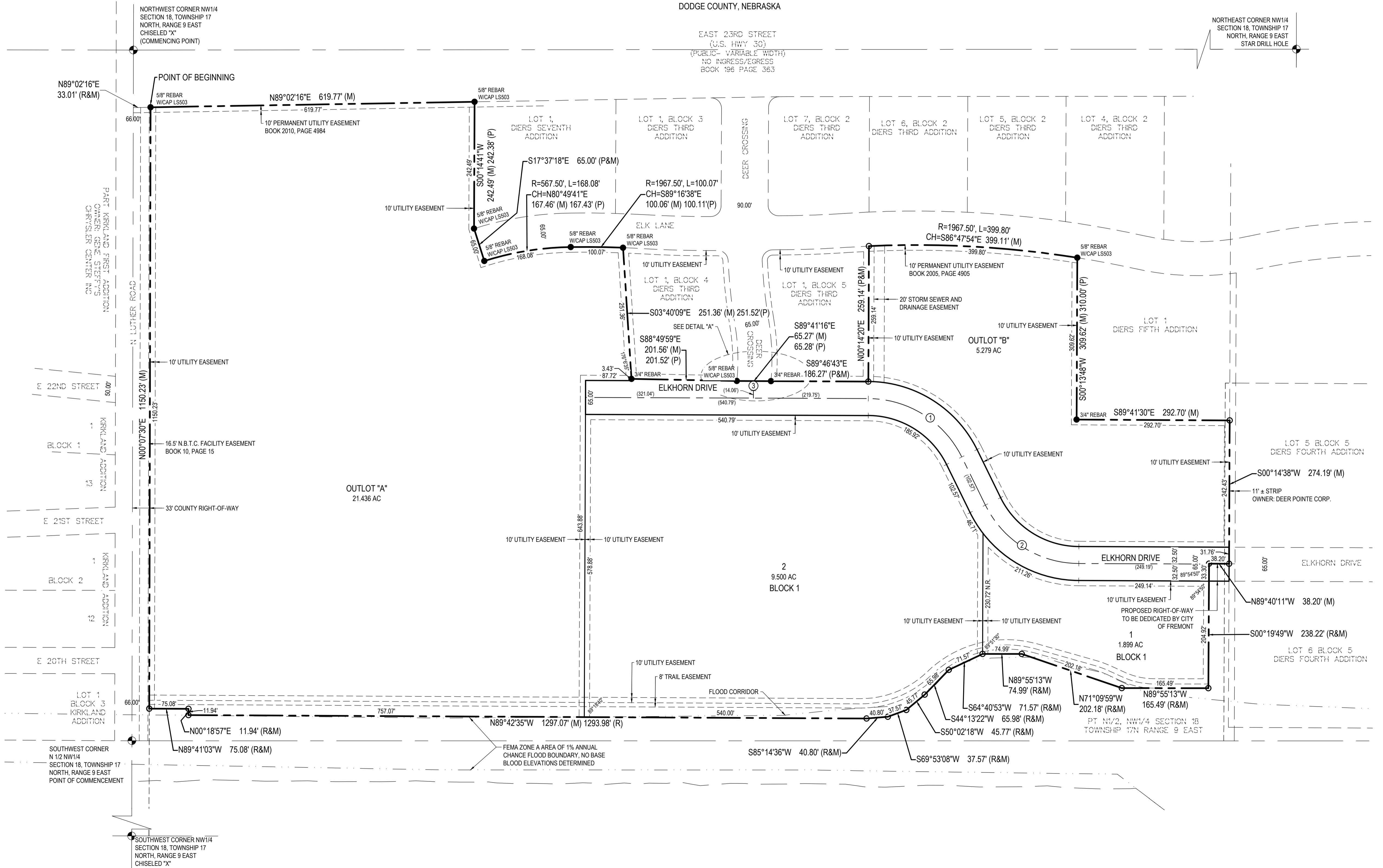
Scott Anderson
Assistant Principal/Activities Director
Fremont High School

DIERS 8TH ADDITION

Final Plat

LOTS 1 AND 2, BLOCK 1 AND OUTLOTS "A" AND "B" INCLUSIVE

A TRACT OF LAND LOCATED IN PART OF THE NE1/4 OF THE NW1/4 AND THE NW1/4 OF THE NW1/4, ALL LOCATED IN SECTION 18, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA

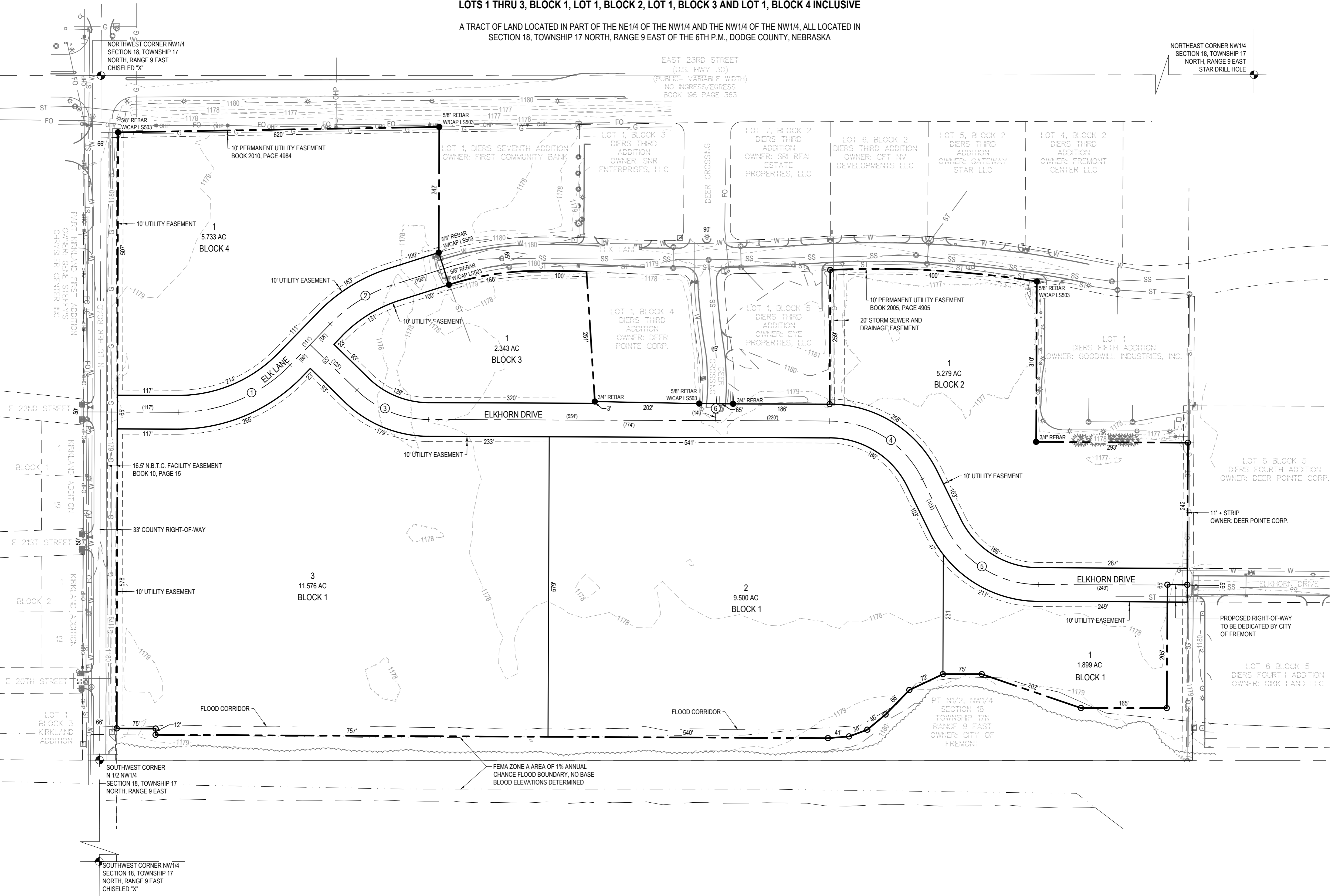


Pre Plat

DIERS 8TH ADDITION

LOTS 1 THRU 3, BLOCK 1, LOT 1, BLOCK 2, LOT 1, BLOCK 3 AND LOT 1, BLOCK 4 INCLUSIVE

A TRACT OF LAND LOCATED IN PART OF THE NE1/4 OF THE NW1/4 AND THE NW1/4 OF THE NW1/4, ALL LOCATED IN SECTION 18, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA



NORTHEAST CORNER NW1/4 SECTION 18, TOWNSHIP 17 NORTH, RANGE 9 EAST STAR DRILL HOLE

EAST 23RD STREET (U.S. HWY 30) (PUBLIC - VARIABLE WIDTH) NO INGRESS/EGRESS BOOK 196 PAGE 363

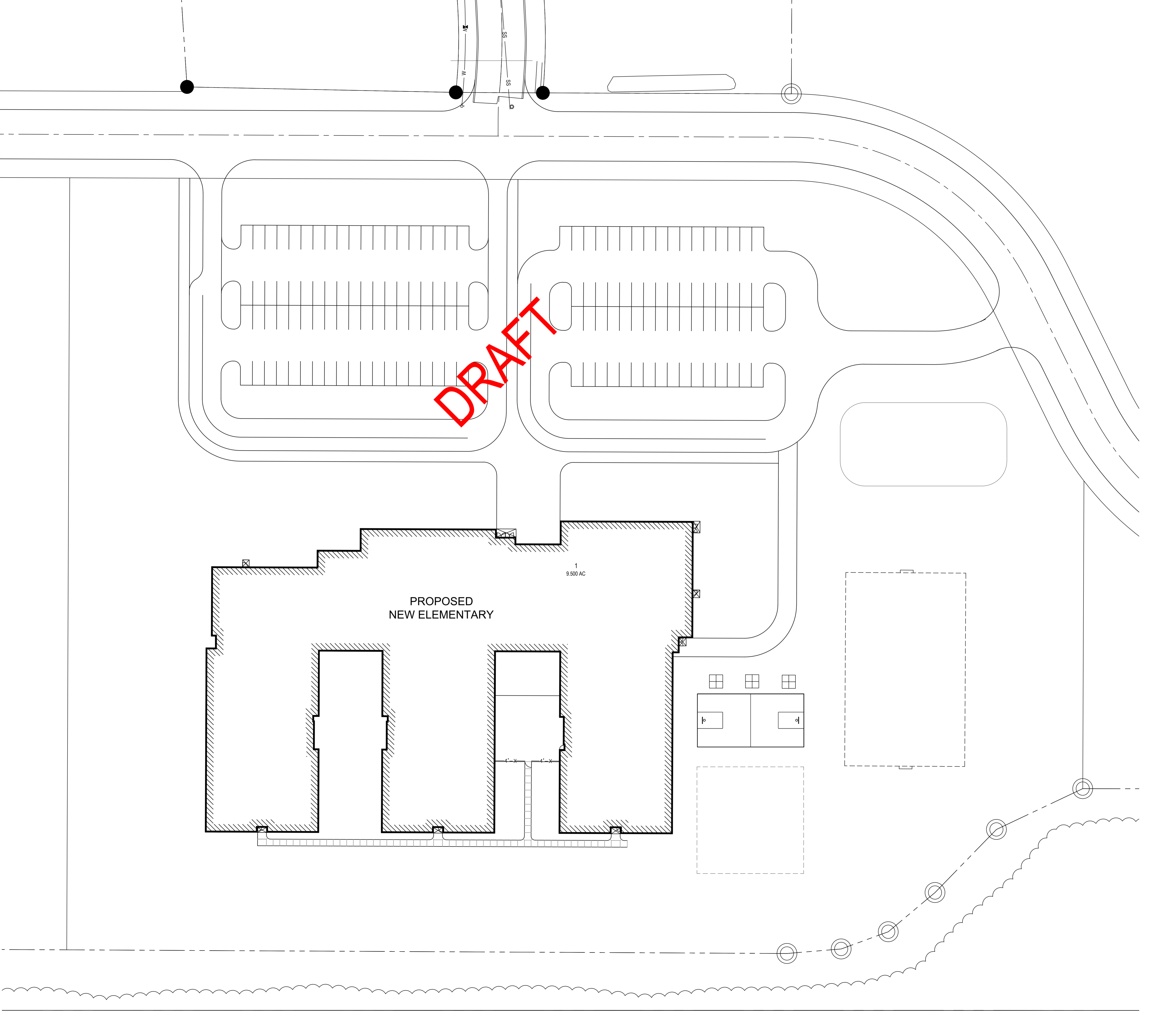
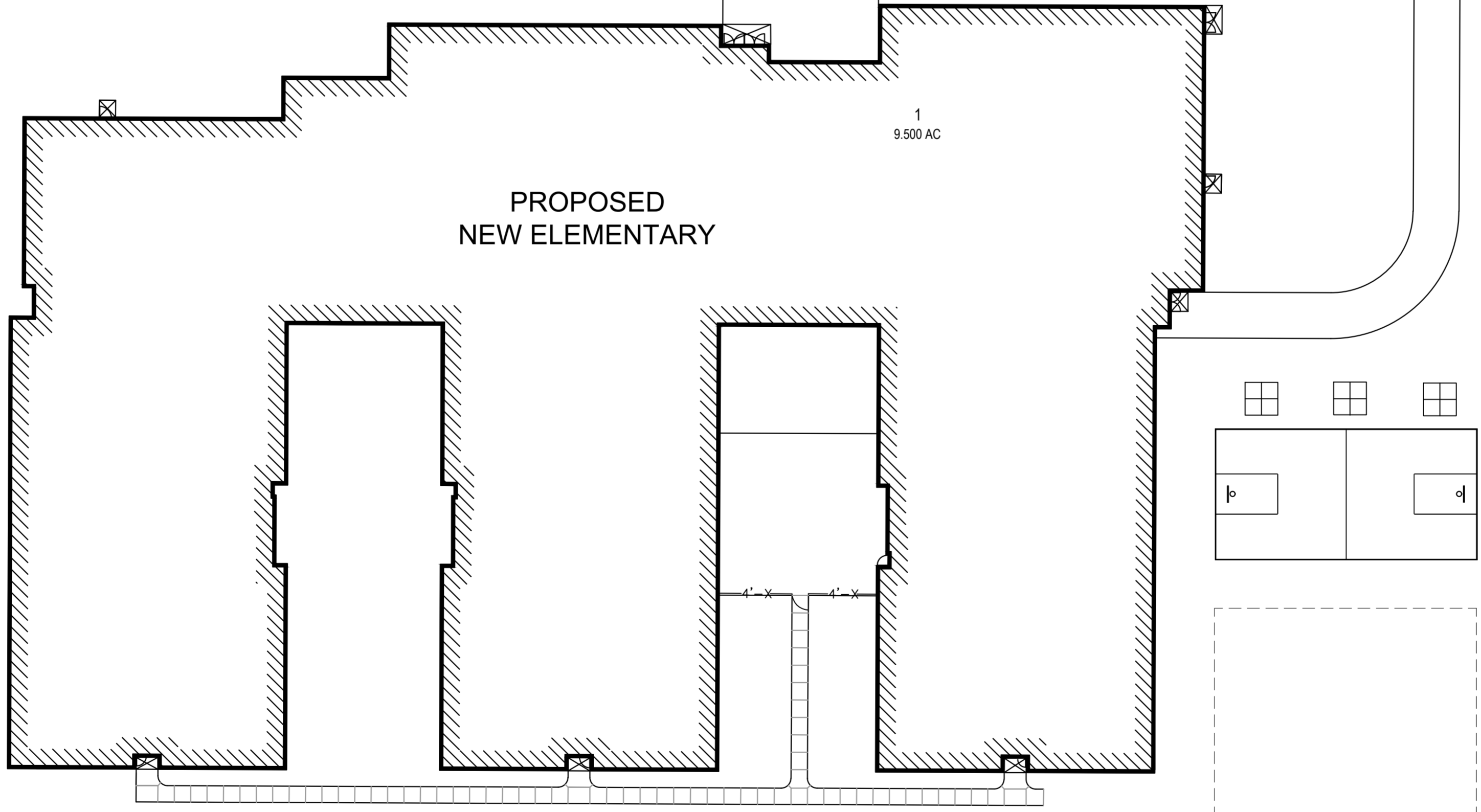
FEMA ZONE A AREA OF 1% ANNUAL CHANCE FLOOD BOUNDARY, NO BASE BLOOD ELEVATIONS DETERMINED

PT NW1/2, NW1/4 SECTION 18 TOWNSHIP 17N RANGE 9 EAST OWNER: CITY OF FREMONT

SOUTHWEST CORNER N 1/2 NW1/4 SECTION 18, TOWNSHIP 17 NORTH, RANGE 9 EAST

SOUTHWEST CORNER NW1/4 SECTION 18, TOWNSHIP 17 NORTH, RANGE 9 EAST CHISELED "X"

DRAFT



REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "**Agreement**") is made and entered into, effective on the date that both parties have executed this Agreement (the "**Effective Date**"), by and between **Charles H. Diers, L.L.C.**, a Nebraska limited liability company ("**Seller**"), and Dodge County School District No. 001, a/k/a Fremont Public Schools, a Nebraska public school district and political subdivision ("**Buyer**").

Background Information

A. Seller is the owner of a certain tract of real property, containing approximately 11.40 acres, located to the southeast of the intersection of Luther Road and East 23rd Street in Fremont, Nebraska (said real property, together with all appurtenances and hereditaments thereto, shall be referred to as the "**Property**"). **Exhibit A** is a map/site plan, setting forth a general depiction of the size, location and configuration of the Property. A legal description of the Property is to be attached hereto as **Exhibit B** per Section 5.03 below.

B. The Property is currently a part of a larger parcel owned by Seller that is comprised of approximately 116.86 acres (the "**Overall Tract**"). In the event that the transaction contemplated herein closes, the Overall Tract shall be subdivided into two (2) (or more) parcels – the Property and the remainder of the Overall Tract, to be referred to herein as the "**Seller's Residual**". The land that comprises the Overall Tract is more particularly described and is generally depicted on **Exhibit C**, attached hereto.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in the Property, at the price and on the terms and conditions hereinafter set forth.

Statement of Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the foregoing Background Information and as follows:

ARTICLE I PURCHASE AND SALE OF PROPERTY

1.01 Agreement. On the terms and conditions set forth below, and in consideration of Buyer's delivery of \$25,000.00 (which, together with interest accrued thereon, is referred to as the "**Earnest Money**"), within five (5) days after the Effective Date, to TitleCore National c/o Janet Clark 8701 West Dodge Road, Omaha, NE 68114. ("**Escrow Agent**"), Seller hereby agrees to sell the Property to Buyer and Buyer hereby agrees to purchase the Property from Seller.

ARTICLE II
PURCHASE PRICE

2.01 Amount of Purchase Price. The purchase price for the Property shall be \$950,000.00 (the "**Purchase Price**"), payable to Seller at Closing (as hereinafter defined), in immediately available funds, adjusted by all prorations, credits, allowances and other adjustments specifically provided for herein.

ARTICLE III
CONTINGENCIES

3.01 Contingent Agreement. This Agreement shall be completely contingent upon Buyer's satisfaction of or Buyer's waiver (at Buyer's sole discretion) of the contingencies set forth in Section 3.02 below (the "**Contingencies**"), within ninety (90) days after the Effective Date (the "**Contingency Period**"). The date upon which all Contingencies are either satisfied or waived, pursuant to Section 3.03 or otherwise, shall be referred to as the "**Contingency Date**".

3.02 Buyer Contingencies. The Buyer's Contingencies are as follows:

- (a) Approval of the appropriate governmental agencies of a site plan for the proposed elementary school to be developed on the Property, including, but not limited to, approval of curb cuts and any off-site traffic management improvements deemed necessary for the operation of school. Buyer shall, no later than thirty (30) days after the Effective Date create an intended site plan for the Property;
- (b) Obtain all permits (for construction and signage), licenses and other necessary governmental approvals (including, but not limited to, "wetland" construction approval, if necessary) for the proposed development;
- (c) Determination that the Property is, or will be, properly zoned for Buyer's intended use, construction and development and that there are no other conditions or restrictions on Buyer's intended use and development thereof. If Buyer determines that its intended use requires the Property to be rezoned, then such rezoning shall be the responsibility of Buyer, at Buyer's sole cost and expense. Seller shall cooperate with Buyer with respect to any such rezoning of the Property;
- (d) Determination that the Property is not located within a flood plain and that the Property has drainage conditions acceptable to Buyer for the proposed development of the Property;
- (e) Determination that all utilities necessary for the proposed development are available at, or within the right-of-way adjacent to, the boundary lines of

the Property, in locations acceptable to Buyer, with sufficient capacity, pressure and depth to service the proposed development;

- (f) Receive a report, prepared by a certified environmental engineer engaged by Buyer, indicating that the Property is free of underground storage tanks and all hazardous wastes, substances and materials which may require remediation or which may result in penalties under applicable laws, rules or regulations. Buyer shall, no later than thirty (30) days after the Effective Date, obtain a Phase 1 Environmental Assessment;
- (g) Determination that the Property has soil conditions which without substantial corrective measures permit construction of the proposed development; and
- (h) Negotiate with Seller in good faith to agree upon a final form of Development Agreement (the "Development Agreement") which will set forth the responsibilities of Seller and Buyer with respect to the zoning, platting, and permitting of the Property for Buyer's intended use, as well as the responsibilities of Seller and Buyer with respect to the construction of any public improvements required to serve the Property and which will also serve adjacent property owned by Seller, including, but not limited to, streets, sanitary and storm sewers, electric power, gas lines and water lines (collectively, the "Public Improvements"). The form of Development Agreement shall delineate cost-sharing arrangements between Seller and Buyer, it being the general understanding and agreement of Seller and Buyer that each party shall bear a prorata share of the costs of any such Public Improvements to the extent the same benefit each party's respective property; provided, however, that in no event will the Buyer's share of the costs related to the construction of the Public Improvements identified in the Development Agreement exceed \$550,000.00. Further, the parties acknowledge and agree that the costs which relate to the Property only (e.g., traffic studies, drainage studies, architectural design fees, platting fees, etc.) shall be borne by Buyer and shall not be subject to the aforementioned \$550,000.00 limit.

3.03 Notice of Satisfaction or Waiver. The Contingencies above shall be deemed to have been satisfied or waived, unless on or before the expiration of the Contingency Period, Buyer gives to Seller written notice of Buyer's failure to satisfy the Contingencies and, consequently, termination of this Agreement (the "**Termination Notice**").

3.04 Seller's Contingencies. Seller's obligation to convey the Property to Buyer shall be subject to and contingent upon the following conditions precedent:

- (a) Mutual agreement of Seller and Buyer as to the final form of the Development Agreement prior to the Contingency Date and receipt of a fully-executed

copy of the Development Agreement at Closing, which Development Agreement will set forth the Buyer's agreement to name the elementary school to be constructed on the Property "Deer Pointe Elementary School".

(b) Execution and recording of the Restriction Agreement (defined below) at Closing; and

(c) Buyer's fulfillment of all other obligations hereunder, including, but not limited to, payment of the Purchase Price at Closing.

The Contingencies above shall be deemed to have been satisfied or waived, unless on or before the expiration of the Contingency Period or Closing, as applicable, Seller provides a Termination Notice to Buyer.

3.05 Earnest Money. The Earnest Money shall be held by Escrow Agent in accordance with the provisions of this Section 3.05:

(a) If either Buyer or Seller timely terminate this Agreement pursuant to Section 3.03 or Section 3.04 above, this Agreement shall terminate, in which case both parties shall be fully released from all further liability and obligations hereunder, and the Earnest Money shall be returned to Buyer;

(b) If the transaction contemplated hereby is closed, the Earnest Money shall be paid to Seller and credited to Buyer against the Purchase Price at Closing;

(c) If the transaction contemplated hereby fails to close due to a default by Buyer, the Earnest Money shall be paid to Seller as liquidated damages hereunder (and not as a penalty); and

(d) If the transaction contemplated hereby fails to close due to the default of Seller, the Earnest Money shall be returned to Buyer without prejudice, however, subject to all rights and remedies which Buyer may have against Seller, at law or in equity.

3.06 Plat Approval; Engineering/Testing Cost Sharing. Seller shall perform the subdivision (and any platting required by the applicable governmental authorities) of the Property (collectively, the "**Lot Platting**"), which such Lot Platting shall be subject to Buyer's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Seller shall exercise diligent and good faith efforts to complete the Lot Platting. The costs associated with the Lot Platting, and with other aspects of the due diligence/investigation and the preparation of the plans and design of the Public Improvements, shall be divided as set forth on Exhibit E attached hereto and each party shall pay their share of the invoice within fifteen (15) days after receipt of the same. The cost-sharing obligations set forth in this Section 3.06 shall survive Closing or earlier termination of this Agreement.

3.07 Restriction Agreement. Buyer and Seller shall agree in writing on the terms and conditions of a restriction agreement (the "**Restriction Agreement**") between the Property and Seller's Residual, the form of which shall be prepared by Seller, providing for, *inter alia*: restrictions on the future uses to be conducted on the Property, as set forth on Exhibit D, attached hereto. The Restriction Agreement will be executed and recorded at the time of Closing.

ARTICLE IV
INTENTIONALLY DELETED

ARTICLE V
EVIDENCE OF TITLE

5.01 Title Commitment. Buyer shall, no later than fifteen (15) days after the Effective Date, obtain from a title insurance company chosen by Buyer, a commitment (the "**Title Commitment**") to issue an American Land Title Association Owner's Title Insurance Policy (the "**Title Policy**"), certified to at least the Effective Date of this Agreement, in the full amount of the Purchase Price. To be acceptable to Buyer, the Title Commitment shall show in Seller good and marketable title to the Property, and shall commit to insure said title free and clear of the standard printed exceptions contained in Schedule B of the Title Commitment and Title Policy and free and clear of all liens, charges, encumbrances and clouds of title, whatsoever, except the following:

- (a) Those created or assumed by Buyer;
- (b) Zoning ordinances, legal highways and public rights-of-way which do not interfere with Buyer's proposed development and operation of the Property as an elementary school;
- (c) Real estate taxes which are a lien on the Property but which are not yet due and payable; and
- (d) Easements and restrictions of record acceptable to Buyer which do not interfere with the Buyer's proposed use of the Property.

5.02 Endorsement at Closing. At the Closing and as a condition of Closing, Buyer shall obtain an endorsement to the Title Commitment updating the Title Commitment to the Closing Date and showing no change in the state of the title to the Property. After Closing, a final Title Policy that comports with the foregoing terms and conditions shall be issued in the amount of the Purchase Price.

5.03 Survey. Buyer may obtain a current ALTA survey of the Property (the "**Survey**"), prepared by a surveyor registered in the State of Nebraska. The Survey shall comport with the depiction of the Property set forth on Exhibit A, shall include a legal description of the Property and shall be certified by the surveyor to Seller, the Buyer,

and the title insurance company. Subject to the approval of the title insurance company, the legal description included in the Survey shall be used in the Title Commitment and Title Policy and in all documents of transfer contemplated hereby, and shall be inserted as **Exhibit B** hereto. The legal description on the Survey shall be subject to Seller's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. If Seller fails to approve or deny the proposed legal description on the Survey within 10 business days after receipt of the same from Buyer, then the legal description shall be deemed approved by Seller. The costs of the Survey shall be equally divided between Seller and Buyer.

5.04 Defects. In the event that an examination of either the Title Commitment (including any endorsements) or the Survey obtained hereunder discloses any matter adversely affecting title to the Property, or if title to the Property is not marketable, or if the Property is subject to liens, encumbrances, easements, conditions, restrictions, reservations or other matters not specifically excepted by the terms of this Agreement, or in the event of any encroachment or other defect shown by the Survey (the foregoing collectively referred to as "**Defects**"), Seller shall have a reasonable time, not to exceed 30 days after written notice thereof from Buyer (which written notice must be delivered to Seller not later than the expiration of the Contingency Period), within which to cure or remove any such Defects. In the event Seller is unable to cure or remove the Defects within said 30-day period (other than those Defects which will be cured at Closing if Seller has agreed to cure the same in writing), Seller shall immediately give notice of Seller's inability or unwillingness to Buyer and thereafter, Buyer shall have 10 days after receipt of such notice within which to make its election either:

- (a) To accept title to the Property subject to such Defects; or
- (b) To withdraw from this transaction and terminate this Agreement, without prejudice, however, to any rights or remedies which Buyer may have at law or in equity.

ARTICLE VI **DEED AND OTHER DOCUMENTS**

6.01 Special Warranty Deed. Seller shall, at the Closing, convey fee simple title to the Property to Buyer by a duly and validly executed, recordable special warranty deed (the "**Deed**"), free and clear of all liens and encumbrances, except those permitted pursuant to the provisions of Section 5.01 hereof.

6.02 Other Documents. Buyer and Seller agree that such other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party at Closing. Such documents shall include, but not be limited to the Restriction Agreement, a closing statement, the most recent real estate tax bill(s), a certificate as to Seller's status under the Foreign Investment in Real Property Tax Act, Seller's affidavit regarding liens (mechanics' or

other), unrecorded matters and parties in possession and, if requested, Seller's affidavit regarding the warranties and representations set forth in Article XI hereof.

ARTICLE VII
POSSESSION AND INSPECTION

7.01 Possession at Closing. Buyer shall be entitled to full and exclusive possession of the Property as of the Closing Date.

7.02 Inspection. For and during the continuance of this Agreement, Seller shall afford all representatives of Buyer free and full access to the Property, for inspection and examination, at reasonable times. This privilege shall include the right to make surveys, site plans, renderings, soil tests, environmental inspections, borings, percolation tests and other tests to obtain any relevant information necessary to determine subsurface, topographic and drainage conditions and the suitability of the Property for use by Buyer. Buyer shall indemnify and hold harmless Seller for any loss, cost or liability incurred by Seller due to Buyer's entry onto the Property pursuant to this Section 7.02.

7.03 Early Occupancy. In the event that Buyer wishes to commence work on the Property prior to Closing, which work may include, but will not be limited to, grading, construction of a temporary access road, and other miscellaneous activities on the Property in preparation of constructing its improvements on the Property, Buyer shall provide notice of such desire to Seller and Seller and Buyer shall use their commercially reasonable efforts to negotiate a form of early occupancy agreement which will govern the parties' rights and obligations related thereto.

ARTICLE VIII
CLOSING

The purchase and sale of the Property shall be closed (the "**Closing**") within the later to occur of (i) 30 days after the Contingency Date or (ii) 15 days after the completion of the Lot Platting (the "**Closing Date**"). The Closing shall be at such time and place as Buyer and Seller may mutually agree upon.

ARTICLE IX
APPORTIONMENTS AND ADJUSTMENTS

9.01 Adjustments at Closing. On the Closing Date, Buyer and Seller shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

- (a) Real Estate Taxes and Assessments. Seller shall pay all delinquent real estate taxes, together with penalties and interest thereon; all assessments which are a lien against the Property as of the Closing Date (both current and reassessed, whether due or to become due and not yet payable); all

real estate taxes for years prior to the Closing Date; real estate taxes for the year of Closing, prorated through the Closing Date; and all agricultural use roll back taxes or tax recoupments, if any, for years through the year of Closing. The proration of undetermined taxes shall be based upon a 365-day year and on the last available tax rate, giving due regard to applicable exemptions, recently voted millage, change in tax rate or valuation (as a result of this transaction or otherwise), etc., whether or not the same have been certified. It is the intention of the parties in making this tax proration to give Buyer a credit as close in amount as possible to the amount which Buyer will be required to remit to the County Treasurer (or other applicable government agency or body) for the period of time preceding the Closing Date hereof. Seller and Buyer agree that the amount so computed shall be subject to later adjustment should the amount credited at Closing be incorrect based upon actual tax bills received by Buyer after Closing. Seller warrants and represents that all assessments now a lien are shown on the County Treasurer's (or other applicable government agency or body) records and that to the best of Seller's knowledge, no site or area improvement has been installed by any public authority, the cost of which is to be assessed against the Property in the future. Seller further warrants and represents that neither Seller nor any of its agents, employees or representatives have received notice, oral or written, or have knowledge of any proposed improvement, any part of the cost of which would or might be assessed against the Property.

- (b) Seller's Expenses. Seller shall, at the Closing (unless previously paid), pay by credit against the Purchase Price the following:
- (i) The cost of any deed stamps or conveyance fees required to be paid in connection with the recording of the Deed;
 - (ii) The cost of all municipal services and utility charges (if any) due through the Closing Date;
 - (iii) $\frac{1}{2}$ the recording fees required for recording the Restriction Agreement;
 - (iv) One-half ($\frac{1}{2}$) of the fee charged by Escrow Agent for conducting the Closing;
 - (v) One-half ($\frac{1}{2}$) of the cost to complete the Lot Platting described in Section 3.06 above; and
 - (vi) $\frac{1}{2}$ of the costs of the Title Commitment and Title Policy in the amount of the Purchase Price.
- (c) Buyer's Expenses. Buyer shall, at the Closing (unless previously paid), pay the following:

- (i) ½ of the costs of the Title Commitment and Title Policy in the amount of the Purchase Price and all of the costs of any extended coverage and/or endorsements to the Title Policy in addition to or above title insurance coverage in the amount of the Purchase Price;
 - (ii) The recording fees required for recording the Deed;
 - (iii) One-half (½) of recording fees required for recording the Restriction Agreement;
 - (iv) One-half (½) of the cost to complete the Lot Platting described in Section 3.06 above; and
 - (v) One-half (½) of the fee charged by Escrow Agent for conducting the Closing.
- (d) Brokers. Seller and Buyer each hereby warrants and represents to the other that it has not, with the exception of Investors Realty representing Seller (the "**Broker**"), engaged or dealt with any broker or agent in regard to this Agreement. Seller hereby agrees to pay all commissions and/or fees due to Broker pursuant to a separate agreement. Seller and Buyer (except as to Broker) shall indemnify and hold harmless the other from and against any other claim by any party claiming through Seller or Buyer, respectively, for any real estate sales commission, finder's fee, consulting fee, or other compensation in connection with the sale contemplated hereby and arising out of any act or agreement of such party. The indemnity obligations set forth above in this section shall survive both the Closing of the sale contemplated hereby and any termination of this Agreement.

ARTICLE X **EMINENT DOMAIN**

10.01 Taking By Eminent Domain. If, prior to the Closing, eminent domain proceedings shall be threatened or commenced against the Property, or any part or portion thereof, Buyer shall have the option (a) to elect to proceed with this transaction, in which event any compensation award paid or payable as a result of such eminent domain proceedings shall be the sole property of Buyer, or (b) to terminate this Agreement, in which event Seller shall retain such award. Seller agrees that it shall give to Buyer written notice of any such threatened or actual eminent domain proceedings within 10 days after Seller first becomes aware thereof, and upon the giving of such notice, Buyer shall then have 30 days within which to exercise the options granted in this Section 10.01. If Buyer fails to exercise such options within said 30-day period, this Agreement shall terminate, the Earnest Money shall be returned to Buyer

and thereafter both parties shall be released from further liability or obligation hereunder.

ARTICLE XI
WARRANTIES AND REPRESENTATIONS OF SELLER

11.01 Warranties and Representations. In addition to any other representation or warranty contained in this Agreement, Seller hereby represents and warrants as follows:

- (a) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against, the Property, under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound;
- (b) No other person or entity other than Seller currently owns or has any legal or equitable interest in the Property, and no other person or entity other than Buyer has or will have any right to acquire the Property, or any portion thereof;
- (c) All taxes payable with respect to the operation, ownership or control of the Property which are allocable to the period ending on the Closing Date, and all prior periods, shall be or have been paid by Seller, and Seller shall be responsible for the timely filing of all returns or other documents required by any taxing authority claiming jurisdiction with respect to any such taxes;
- (d) The execution, delivery and performance by Seller of this Agreement and the performance by Seller of the transactions contemplated hereunder, and the conveyance and delivery by Seller to Buyer of possession and title to the Property have each been duly authorized by such persons or authorities as may be required, and on the Closing Date, Seller shall provide Buyer and Escrow Agent with certified resolutions, or other instruments, in form satisfactory to Buyer, evidencing such authorization;
- (e) Through and until the Closing Date Seller shall not enter into any covenant, restriction, encumbrance, right of lien, easement, lease or other contract pertaining to the Property; and
- (f) To the best of Seller's knowledge, there are no underground storage tanks and no hazardous wastes, substances, or materials (collectively, "**Hazardous Materials**") located in, on or about or generated from the Property which may require removal or remediation or which may result in penalties under any applicable law.

The warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing for a period of one-hundred and eighty (180) days following Closing. All representations and warranties set forth in this Article XI shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by Buyer, Seller shall so certify, in writing, in form reasonably requested by Buyer. Seller hereby agrees to indemnify and hold Buyer harmless from and against any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which Buyer may sustain at any time (i) as a result of, arising out of or in any way connected with the operation, ownership, custody or control of the Property prior to the Closing Date; or (ii) by reason of the untruth, breach, misrepresentation or nonfulfillment of any of the covenants, representations, warranties or agreements made by Seller in this Agreement or in any documents or agreements delivered in connection with this Agreement or with the closing of the transaction contemplated hereby.

11.02 Breach of Warranties Prior to Closing. If, during the pendency of this Agreement, Buyer determines that any warranty or representation given by Seller to Buyer under this Agreement shall be untrue, incorrect or misleading, in whole or in part, the same shall constitute a default by Seller hereunder. In such event, Buyer may give written notice thereof and shall thereafter have such rights and remedies as may be available to Buyer as provided herein, at law or in equity, including, but not limited to, the right to receive compensation for damages and/or the right to terminate this Agreement and to have the Earnest Money returned to Buyer.

11.03 Buyer Representations and Warranties. Buyer represents and warrants the following, which representations and warranties are made for the benefit of Seller (as of the date of this Agreement and as of the date of Closing).

- (a) That Buyer has all requisite power and authority to enter into this Agreement, to purchase and own property.
- (b) That this Agreement is binding and enforceable on Buyer in accordance with its terms, and does not conflict with any other obligation on Buyer.
- (c) Buyer acknowledges and agrees that Seller is selling and conveying to Buyer, and Buyer is accepting, the Property "AS IS, WHERE IS, WITH ALL FAULTS", except to the extent expressly provided in this Agreement or in any document executed by Seller and delivered to Buyer at Closing. Except to the extent expressly provided in this Agreement or in any document executed by Seller and delivered to Buyer at Closing, Buyer acknowledges that it has not relied and will not rely on, and Seller has not made and is not liable for or bound by, an express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto made or furnished by Seller or any agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Except to the extent expressly provided in this

Agreement or in any document executed by Seller and delivered to Buyer at Closing, Buyer further acknowledges and agrees that Seller has not at any time made and is not now making, and it specifically disclaims, any warranties or representations of any kind or character, express or implied, with respect to the Property, including but not limited to, matters of title, environmental matters, geological conditions, the presence or absence of any surface or underground body of water, wetlands, flood prone area, drainage, soil conditions, presence of endangered species or environmentally-sensitive or protected areas, zoning or building entitlements, the availability of utilities, usages of adjoining property, access to the Property or any portion thereof, condition or use of the Property or compliance of the Property with any past, present or not yet effective federal, state or local laws, ordinances, rules, regulations, codes or similar laws, the existence or non-existence of underground storage tanks, surface impoundments or landfills, the merchantability of the Property or the fitness of the Property for any particular purpose, or any other matter or thing relating to the Property. Buyer represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate and that, except to the extent expressly provided in this Agreement or in any document executed by Seller and delivered to Buyer at Closing, it is relying solely on its own expertise and that of its representatives in purchasing the Property. Except to the extent expressly provided in this Agreement or in any document executed by Seller and delivered to Buyer at Closing, Buyer further acknowledges that it will conduct such investigations and inspections of the Property as Buyer deems necessary and shall rely exclusively on the same.

ARTICLE XII **NOTICES**

12.01 Notice Procedure. Any notices required hereunder shall be in writing, shall be deemed effective upon transmittal, may be transmitted by the parties' respective legal counsel, and shall be transmitted by (a) personal service, (b) reputable overnight delivery service, (c) electronic mail, or (d) certified mail, postage prepaid, return receipt requested, and shall be addressed to the parties as follows:

- (a) If intended for Seller, to:
Charles H. Diers, L.L.C.
2445 N. Broad Street
Fremont, NE 68025
Electronic mail: maggie.yost@mac.com

With a copy to:
Fullenkamp, Jobeun, Johnson & Beller LLP
Attn: Mark B. Johnson
11440 West Center Road, Suite C

Omaha, Nebraska 68144
Electronic mail: mark@fjjblaw.com

- (b) If intended for Buyer, to:
Fremont Public Schools
Attn: Mark Shepard
130 E. 9th Street
Fremont, Nebraska 68025
Electronic mail: mark.shepard@fpsmail.org

With a copy to:
Thomas B. Thomsen
340 E. Military Avenue
Fremont, Nebraska 68025
Electronic mail: thomsent@sidnerlaw.com

ARTICLE XIII **GENERAL PROVISIONS**

13.01 Governing Law. This Agreement is being executed and delivered in the State of Nebraska and shall be construed and enforced in accordance with the laws of the State of Nebraska. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Nebraska.

13.02 Entire Agreement. This Agreement constitutes the entire contract between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto, and supersedes all previous agreements, written or oral, if any, of the parties. Exhibits referred to in this Agreement are attached hereto and incorporated herein by reference.

13.03 Time of Essence. Time is of the essence of this Agreement in all respects. Any time period providing for the performance of the parties' obligations herein which would otherwise end on a Saturday, Sunday or national holiday shall be extended to the next succeeding business day.

13.04 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

13.05 Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

13.06 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the party making the waiver.

13.07 Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

13.08 Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same document.

13.09 Attorney Fees. In the event either party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, the successful party shall then be entitled to receive from the other of said parties, in every such action commenced, a reasonable sum as attorneys' fees and costs, including all fees and costs incurred upon any appeals, to be fixed by the court in the same action.

13.10 Execution by Buyer. Fremont Public Schools of Fremont, Dodge County, Nebraska, and its Board of Education shall authorize Mark Shepard to execute this Agreement on behalf of Buyer.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the dates set forth below, respectively.

SELLER:

Charles H. Diers, L.L.C.,
a Nebraska limited liability company

By: _____
Charles E. Diers, Manager

By: _____
Mary Ann Diers Yost, Manager

By: _____
Michael C. Diers, Manager

By: _____
Suzanne L. Diers, Manager

BUYER:

Dodge County School District No. 001,
a/k/a Fremont Public Schools,
Fremont, Dodge County, Nebraska

By: _____
Superintendent of Schools

Index of Exhibits:

- A. Site Plan**
- B. Legal Description of the Property**
- C. Description and Depiction of the Overall Tract**
- D. Use Restrictions**
- E. Cost Share Exhibit**

EXHIBIT A
Site Plan

[see attached]

EXHIBIT B

Legal Description of the Property

[To be inserted pursuant to Section 5.03 above]

Exhibit C
Overall Tract

PT S1/2NE1/4, PT TL 22 & PT TL 23 & 24 116.86A 18 17 9, in Fremont, Douglas
County, Nebraska

EXHIBIT D
Use Restrictions

Seller, for itself, its successors and/or assigns, covenants and agrees that it will not lease, rent or sell any portion of the Seller's Residual or otherwise permit any portion of the Seller's Residual to be used or occupied for the uses set forth below:

1. a use or operation that is generally considered to be an environmental risk to any of the surrounding properties.
2. a business selling alcoholic beverages for on-premises consumption except for a restaurant with sit down table service as its primary operation in which the sale of alcoholic beverages does not exceed 50% of its gross sales.
3. a laundry or dry cleaning establishment, provided, the foregoing restriction shall not include an establishment for dry cleaning drop-off and pick-up only, with no cleaning services being performed at the subject property.
4. any establishment which stocks, displays, sells, rents or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance (provided that the foregoing is not intended and shall not be construed to prohibit a drug store).
5. adult book store, an establishment selling or exhibiting pornographic materials or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility or a national massage chain such as Massage Envy).
6. an abortion clinic; Planned Parenthood
7. a gasoline station or an auto repair shop
8. a lot for the sale of new or used automobiles
9. a mobile home park, trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstructions or maintenance), mobile home sales lot, living quarters, hotel or apartment building
10. off-track betting establishment, bingo parlor or any gambling use
11. a business which would emit or produce noxious fumes, gases, excessive dust, dirt or loud noises

12. an assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation
13. a junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage or refuse
14. a pawn shop, a thrift store, consignment shop or "re-sell" shop, a "Good Will" or "Salvation Army" type store, flea market or a store dedicated to the sale of tobacco products
15. a mortuary or funeral home
16. a church or other place of worship, banquet hall, auditorium or meeting hall
17. carnival, amusement park, or circus

EXHIBIT E
Cost Share Exhibit

- (1) Buyer and Seller shall equally divide the costs of the following:
- a. Final grading and SWPPP Design/Plans - Estimate of \$7,800
 - b. Sanitary Sewer Plans – Estimate of \$7,000
 - c. Paving and Storm Sewer Plans – Estimate of \$13,800
 - d. Water Plans and Coordination – Estimate of \$7,500
 - e. Power and Gas Coordination – Estimate of \$1,500
 - f. Floodway Efforts – Estimate of \$5,000
 - g. ALTA Survey – Estimate of \$13,840
 - h. Preliminary and Final Plat – Estimate of \$32,500
 - i. Traffic Study -Estimate of \$13,500