

Regular Board of Education Meeting

Monday, August 21, 2017 6:00 PM

City of Gering Council Chambers
1025 P Street
Gering, NE 69341



Minutes

1. **Signature of Notification**
Present: Brian Copsey, Brent Holliday, Josh Lacy, B.J. Peters, Brady Shaul, Mary Winn.
2. **Call to Order, Pledge of Allegiance, Roll Call, Welcome Visitors**
 - 2.1. Acknowledge Open Meetings Law
 - 2.2. Notice of this meeting was published in the Gering Courier on August 17, 2017.
3. **Excuse Absent Board Members**
4. **Consent Agenda**
 - 4.1. Approval of Agenda/Amendment of Agenda Items
 - 4.2. Minutes From Previous Board Meeting
 - 4.3. Approval of Claims/Bills
 - 4.4. Personnel Items
 - 4.4.i. Contract Approvals
 - 4.4.i.1. Tim Urbanek, Resource Teacher @ Junior High School/Senior High School
 - 4.4.ii. Resignations
 - 4.5. Early Graduation Request - Bailey Casagrande
5. **Patron Comments**
6. **Reports and Discussions**
 - 6.1. Curriculum Committee Report

Mr. Peters spoke on behalf of the Curriculum Committee. He reported that the committee discussed ACT test data, the statewide test for high school students. At the September meeting, the committee will receive reports from

representatives of each elementary related to progress on The Whole Child Initiative.

6.2. Facilities Committee Report

Mr. Hastings reported on behalf of the Facilities Committee that they recently met with the architects to discuss the schematic design and provide feedback. Architects will be meeting with teacher groups on August 30th & 31st for more feedback. The committee is excited about the design and has had very positive feedback.

6.3. Business Committee Report

Mr. Holliday spoke on behalf of the Business Committee which discussed the technology bond approval, building project, AP listing, and future use and/or disposition of the Cedar Canyon property.

6.3.i. Trial Balance Summary

6.3.ii. Fund Balances

6.3.iii. Schedule of Investments

6.3.iv. Financial Statements

6.4. Superintendent's Report

Mr. Hastings introduced Geil Elementary Principal, Angela Morris, to the board. He also discussed the future user group meetings with RB+B Architects. Derek, from RB+B will be at the September board meeting to report on the progress of the Gering High School project. Mr. Hastings discussed activities that occurred leading up to and during the solar eclipse, and he complimented the staff for the hard work leading up the event. Lastly, Gering Public Schools has been invited to apply for membership in the Greater Nebraska Athletic Conference and will need to make the application by the end of October. Mr. Koski will come to the September meeting to provide further information to the board and seek their input on the process.

7. **Action Items**

7.1. Discuss, consider, and take all necessary action regarding approval of an agreement between Gering Public Schools and Twin Cities Development to construct a house at 790 Papps Boulevard in Gering; and authorize the superintendent to obtain a line of credit with Platte Valley Bank not to exceed \$125,000 for the construction of the house

7.2. Discuss, consider, and take all necessary action related to the district's future use and/or disposition of the Cedar Canyon property

7.3. Discuss, consider, and take all necessary action authorizing the district to continue participation in an interlocal cooperative agreement with one or more school districts and/or educational service units and issue bonds on behalf of the district for technology

7.4. Discuss, consider, and take all necessary action regarding approval of an agreement with Ambient Energy to provide commissioning services for the Gering High School project

8. **Tentative Committee and Meeting Dates**

9. **Board Comments**

Josh Lacy stated that moving forward with the disposition of Cedar Canyon would be beneficial. Mary Winn and Brady Shaul stated that they have been extremely impressed with the creativity of the RB+B during the GHS Project development. BJ Peters gave compliments to the staff regarding the Eclipse Day. He said it was very fun, educational, and a huge success. Brian Copsey also thanked the Gering Staff for their hard work during the eclipse.

10. **Adjourn**

Meeting adjourned at 6:36 p.m.

Board of Education Regular Meeting
Monday, July 17, 2017 6:00 PM Mountain

City Of Gering Council Chambers 1025 P
Street Gering, NE
1519 10th Street
Gering, NE 69341

Brian Copsey: Present
Brent Holliday: Present
Josh Lacy: Present
BJ Peters: Present
Brady Shaul: Present
Mary Winn: Present
Present: 6.

1. Signature of Notification

2. Call to Order, Pledge of Allegiance, Roll Call, Welcome Visitors

2.1. Acknowledge Open Meetings Law

2.2. Notice of this meeting was published in the Gering Courier on July 13, 2017.

3. Excuse Absent Board Members

4. Consent Agenda

Approval of the Consent Agenda passed with a motion by Brent Holliday and a second by Mary Winn.

Brian Copsey: Yea, Brent Holliday: Yea, Josh Lacy: Yea, BJ Peters: Yea, Brady Shaul: Yea,
Mary Winn: Yea

Yea: 6, Nay: 0

4.1. Approval of Agenda/Amendment of Agenda Items

4.2. Minutes from Previous Board Meeting

4.3. Approval of Claims/Bills

4.4. Personnel Items

4.4.1. Contract Approvals

4.4.1.1. Lance Wiese - Social Science Teacher @ Senior High and Freshman Academy

4.4.2. Resignations

5. Patron Comments

6. Reports and Discussions

6.1. Facilities Committee Report

Mr. Peters reported that the facilities committee met with RB+B to review the schematic design report for the GHS Building Project. The committee is ahead of schedule by

approximately one month. Hausmann Construction was also a participant in the meeting. The development of the project is progressing well.

6.2. Business Committee Report

Mr. Copsey reported that the Business Committee met and discussed the AP listing, the tech bond renewal, and the intercom system at Lincoln.

6.2.1. Trial Balance Summary

6.2.2. Fund Balances

6.2.3. Schedule of Investments

6.2.4. Financial Statements

6.3. Superintendent's Report

Mr. Hastings shared a concept for frequent and regular planning and goal setting by the board of education called the Committee of the Whole. All board members will serve on this committee which will meet at least quarterly. The intent of the committee will be to set, monitor, adjust, and evaluate goals; plan future district projects and initiatives; and evaluate the overall effectiveness of current initiatives in the district. Other things that the committee could be used for are board self-evaluation, board development, or other special topics that arise. The board was receptive to the concept and the first Committee of the Whole meeting will take place in early September. Mr. Hastings also reported on upcoming dates of importance including the GPS Back to School Picnic on August 6, and the first days for staff and students.

7. Action Items

7.1. Policy 1005.3 -- Parental Involvement Hearing & Reapproval

Approval of Policy 1005.3, Parental Involvement as presented passed with a motion by Mary Winn and a second by Brady Shaul.

Brian Copsey: Yea, Brent Holliday: Yea, Josh Lacy: Yea, BJ Peters: Yea, Brady Shaul: Yea, Mary Winn: Yea

Yea: 6, Nay: 0

A hearing was opened at 6:25 p.m. to receive public comment on Policy 1005.3. No member of the public came forward to speak. The hearing was closed at 6:26 p.m.

7.2. Policy 504.19 -- Student Fees Hearing & Reapproval

Approval of Policy 504.19, Student Fees, as presented passed with a motion by BJ Peters and a second by Mary Winn.

Brian Copsey: Yea, Brent Holliday: Yea, Josh Lacy: Yea, BJ Peters: Yea, Brady Shaul: Yea, Mary Winn: Yea

Yea: 6, Nay: 0

A hearing was opened at 6:26 p.m. to receive public comment on Policy 504.19. No member of the public came forward to speak. The hearing was closed at 6:27 p.m.

7.3. Policy 504.20 -- Bullying Policy Review & Approval

President Copsey opened the floor for discussion on Policy 504.20. With no comment or suggestions being made, the policy will stand as presented.

7.4. Policy 802.5 - Free or Reduced Meals and Meal Charges

Approval and waiving the second reading of Policy 802.5, Free or Reduced Meals and Meal Charges, as presented passed with a motion by BJ Peters and a second by Mary Winn.

Brian Copsey: Yea, Brent Holliday: Yea, Josh Lacy: Yea, BJ Peters: Yea, Brady Shaul: Yea, Mary Winn: Yea

Yea: 6, Nay: 0

8. Tentative Committee and Meeting Dates

9. Board Comments

Mrs. Winn noted her excitement for the design process for the GHS Building Project. Mr. Holliday commented on his appreciation for the staff who work with the students of the district and the difference they make in their lives. Mr. Shaul noted his excitement for the design at the high school and how much it will help the district move forward. Mr. Peters requested that Derek Young from RB+B attend one of our meetings to share progress on the project. Mr. Copsey shared his agreement for the excitement for the project at the high school and his appreciation for those working on it. He also recognized the work of Laura Beth Neuwirth and expressed his sympathies toward her family.

10. Adjourn

Payee Name	Account Description Element	Check Date	Check Number	Amount	Fund
Apple Inc.	Supplies	7/31/2017	14	\$299.00	1
Black Hills Energy	Natural Gas Services	7/31/2017	15	\$997.34	1
Bluffs Sanitary Supply, Inc.	Supplies	7/31/2017	16	\$9,750.00	1
Cdw Government, Inc.	Supplies	7/31/2017	17	\$216.00	1
CenturyLink	Telephone	7/31/2017	18	\$175.31	1
Charter Communications	Internet Service	7/31/2017	19	\$135.00	1
City Of Gering	Supplies	7/31/2017	20	\$165.60	1
Culligan of Scottsbluff	Supplies	7/31/2017	21	\$53.00	1
DAS State Accounting - Central Finance	Internet Service	7/31/2017	22	\$238.96	1
Docu-Shred	Contracted Services/Repairs	7/31/2017	23	\$22.00	1
Door Closer Service	Supplies	7/31/2017	24	\$200.00	1
E-470 Public Highway Authority	Travel Exp/Prof Devel	7/31/2017	25	\$7.40	1
ELAN - 0999 (J. Wiedeman)	Furniture and Equipment	7/31/2017	26	\$10.97	1
eSchool Solutions, LLC	Contracted Services/Repairs	7/31/2017	27	\$3,120.00	1
Esu #13 _5760	Contracted Services/Repairs	7/31/2017	28	\$34,381.85	1
ESU Coodinating Council	Library Books	7/31/2017	29	\$1,138.00	1
First Student	BUS/VAN	7/31/2017	30	\$1,479.18	1
Foos, Brandy	Mileage Reimbursement	7/31/2017	31	\$25.41	1
Fresh Foods Inc.	Supplies	7/31/2017	32	\$135.66	1
Gering Courier	Advertising & Printing	7/31/2017	33	\$324.49	1
Gering Public Schools	Other Expenses	7/31/2017	34	\$665.00	1
Idea Bank Marketing	Contracted Services/Repairs	7/31/2017	35	\$1,200.00	1
Ideal Laundry & Cleaners, Inc.	Supplies	7/31/2017	36	\$218.37	1
Intralinks, Inc.	COMPUTER HARDWARE	7/31/2017	37	\$425.00	1
Johnson Cashway _8920	Supplies	7/31/2017	38	\$474.52	1
Jostens _9015	Pupil Services	7/31/2017	39	\$17.31	1
Martin, Terri	Travel Exp/Prof Devel	7/31/2017	40	\$243.00	1
Menards	Supplies	7/31/2017	41	\$367.49	1
Midwest Theater	Tuition-Other Agencies	7/31/2017	42	\$160.00	1
Mile Hi Water Tec, Inc	Supplies	7/31/2017	43	\$200.00	1
Monument Physical Therapy	Other Agencies	7/31/2017	44	\$348.52	1
National Art & School Supplies	District Stock	7/31/2017	45	\$1,298.67	1

Nebraska Public Health Environmental Lab	Contracted Services/Repairs	7/31/2017	46	\$223.00	1
One Source	Contracted Services/Repairs	7/31/2017	47	\$145.00	1
Personnel Concepts Inc	Supplies	7/31/2017	48	\$549.89	1
Print Broker	District Stock	7/31/2017	49	\$245.00	1
Quill Corporation	Supplies	7/31/2017	50	\$57.99	1
Regional Care, Inc.	IRS 125 Plan	7/31/2017	51	\$285.00	1
Roosevelt Public Power Dist.	Electricity	7/31/2017	52	\$1,239.84	1
S & S Worldwide	District Stock	7/31/2017	53	\$57.21	1
Sandberg Implement, Inc.	Supplies	7/31/2017	54	\$32.98	1
Schultz, Janelle	Language Arts Materials	7/31/2017	55	\$167.46	1
Scottsbluff Public Schools	Gas & Oil	7/31/2017	56	\$766.08	1
SHELL	Contingency	7/31/2017	57	\$607.51	1
TAESE/USU	Travel Exp/Prof Devel	7/31/2017	58	\$200.00	1
Teaching Strategies, Inc.	Supplies	7/31/2017	59	\$1,204.50	1
Tyler Technologies, Inc.	Contracted Services/Repairs	7/31/2017	60	\$27,717.65	1
Verizon Wireless	Telephone	7/31/2017	61	\$40.01	1
Westco _16360	District Stock	7/31/2017	62	\$84.75	1
Wilson, Ashlee	Mileage Reimbursement	7/31/2017	63	\$14.45	1
WPCI	Contracted Services/Repairs	7/31/2017	64	\$273.00	1
Behrens, Jj	Refund Lunch Receipts	7/7/2017	1095	\$25.75	6
Platte Valley National Bank	Regular Salaries	7/5/2017	1522	\$3,900.00	8
Centennial Sales	Supplies	7/7/2017	6238	\$686.57	5
SportDecals, Inc.	Activity Acct. Expenses	7/7/2017	6239	\$756.85	5
3D Institute, Inc.	Activity Acct. Expenses	7/27/2017	6240	\$1,525.00	5
Hiland Dairy Foods Company LLC	Activity Acct. Expenses	7/27/2017	6241	\$157.63	5
Petty Cash -Athletic Dept.	Activity Acct. Expenses	7/27/2017	6242	\$2,100.00	5
Torrington High School	Activity Acct. Expenses	7/27/2017	6243	\$925.00	5
Allo Communications	Internet Service	7/7/2017	12808	\$5,554.60	1
City Of Gering	Electricity	7/7/2017	12809	\$39,872.21	1
Roosevelt Public Power Dist.	Electricity	7/7/2017	12810	\$1,318.17	1

Memo

To: Bob Hastings

From: Eldon Hubbard 

Date: 8/7/2017

Re: Early Graduation Request

I have received a request from Bailey Casagrande, a senior student, for early graduation from Gering High School.

I believe that all of the requirements, set forth in Gering Public Schools Board of Education Policy 611.08 - Early Graduation, have been met. She has the ability to compete all graduation requirements at the end of first semester of the 2017 - 2018 school year. After reviewing her educational plan and family situation with Bailey and her mother; I believe that they have a quality plan in place.

I recommend Bailey be allowed to pursue her plan to complete her high school degree requirements and graduate from Gering High School in December 2017. This would require GPS to waive the deadline for application for early graduation; I recommend that the deadline be waived.

8/3/2017

To Whom It May Concern-

I would like to be able to graduate in December of this year so I don't have to try and finish at another school and have there be a chance that I am unable to graduate. I will keep up my good work and put in even more effort.

Thank you,


Bailey Casagrande

8/3/2017

To Whom It May Concern-

I am writing to request that my daughter, Bailey Casagrande, be allowed to graduate in 12/2017 due to our family circumstances. My employment through the hospital will be complete this fall and I have been unable to find temporary employment in the area that would allow us to stay so that she could graduate at Gering High School. Otherwise, she would need to transfer to another school at an unknown location and we are unsure of their graduation requirements.

Thank you for your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read "Nelson", with a long horizontal flourish extending to the right.

Natalie Nelson (Bailey Casagrande's mother)

POLICY 204.12
GERING PUBLIC SCHOOLS
GERING, NE

PUBLIC PARTICIPATION IN BOARD MEETINGS

The board recognizes the importance of citizen participation in school district matters. In order to assure citizens are heard and board meetings are conducted efficiently and in an organized manner, the board shall set time aside for citizen participation, either at a specific time during the meeting or during the discussion of agenda items. The board has the discretion to limit the amount of time set aside for public participation.

If the pressure of business or other circumstances dictate, the board president may decide to eliminate this practice at a particular meeting. The board president will recognize these individuals to make their comments at the appropriate time. The orderly process of the board meeting shall not be interfered with or disrupted. Only those speakers recognized by the board president shall be allowed to speak. Comments by others are out of order. If disruptive, the individual making the comments or another individual causing disruption may be asked to leave the board meeting.

Citizens wishing to address the board on a certain agenda item must notify the superintendent prior to the board meeting. Citizens wishing to present petitions to the board may do so at this time. However, the board will only receive the petitions and not act upon them or their contents.

Subjects for comment should involve areas within the board's proper responsibility. Discussion on unrelated matters is to be discouraged.

Individuals who have a complaint about employees may bring their complaint to the board only after they have followed board policy addressing citizens' complaints. Students who have a complaint may only bring their complaint to the board after they have followed board policy addressing students' complaints.

Any written or printed materials to be circulated for a meeting of the school board must be submitted to the superintendent by the Wednesday preceding a Monday night meeting. This material will be transmitted to the members of the board for their consideration.

Legal Reference: Nebraska Statute 84-1408 to 1414

Cross Reference: 201.7 School Board Liability
204.3 Public Hearings
204.10 Agenda
403.5 Public Complaints about Employees

Approved 1/20/03 Reviewed 2/23/15 Revised 9/14/09

THE MONTH ENDING JULY 31, 2016
TRIAL BALANCE SUMMARY

	target \$650K	target \$750k							
	GENERAL	BUILDING	DEPRECN	FEE	QUALIFIED CAPITAL	EMPL BEN	ACTIVITY	CAFETERIA	BOND
07/01/16 Balance	\$5,141,006.65	\$615,023.77	\$556,742.93	\$1,166.80	\$20,068.67	\$11,722.25	\$157,399.52	\$75,439.55	\$825,991.71
CD Deposit									
+ 165.19	\$543,142.91	\$202.46	\$0.23	\$0.00	\$0.08	\$0.04	\$6,243.89	\$987.30	\$12,661.74
+ RECPT ADJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= AVAILABLE FUNDS	\$5,684,149.56	\$615,226.23	\$556,743.16	\$1,166.80	\$20,068.75	\$11,722.29	\$163,643.41	\$76,426.85	\$838,653.45
- JULY EXPENSE	\$1,427,592.37	\$3,900.00	\$0.00	\$572.20	\$0.00	\$0.00	\$1,562.23	\$216.80	\$100,250.00
- EXPENSE ADJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
= RECEIPT-EXP BALANCES	\$4,256,557.19	\$611,326.23	\$556,743.16	\$594.60	\$20,068.75	\$11,722.29	\$162,081.18	\$76,210.05	\$738,403.45

IMPREST	\$26,615.56								
PAYROLL	\$25.00								
CASH AT COUNTY	\$2,126,680.09								\$184,574.46
+ REGULAR CHECKING	\$71,351.53			\$594.60			\$27,978.66	\$90.56	\$479,451.17
+ MMA ACCOUNT	\$2,244,376.22	\$611,326.23	\$14,459.35		\$20,068.75	\$11,722.29	\$94,086.95	\$76,119.49	\$74,377.82
+ IMPREST SUSPENSE	\$605.03								
+ DUE TO BUILDING									
+ DUE FROM BOND									
+ CD'S + or -			\$542,283.81				\$40,015.57		
+ A/R or (A/P)	(\$213,096.24)								
= FUND BALANCES	\$4,256,557.19	\$611,326.23	\$556,743.16	\$594.60	\$20,068.75	\$11,722.29	\$162,081.18	\$76,210.05	\$738,403.45

THE MONTH ENDING JULY 31, 2017
TRIAL BALANCE SUMMARY

	GENERAL	BUILDING <small>target \$650K</small>	DEPRECN <small>target \$750k</small>	FEE	QUALIFIED CAPITAL	EMPL BEN	ACTIVITY	CAFETERIA	BOND
07/01/2017 Balance	\$4,891,658.93	\$26,740,884.36	\$540,894.21	\$594.60	\$20,064.62	\$14,857.06	\$99,186.40	\$119,947.17	\$1,000,827.29
CD Deposit									
+ MTD Receipts	\$533,497.51	\$6,965.41	\$30.65	\$0.00	\$0.08	\$0.06	\$10,259.64	\$103.74	\$14,990.00
+ RECPT ADJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= AVAILABLE FUNDS	\$5,425,156.44	\$26,747,849.77	\$540,924.86	\$594.60	\$20,064.70	\$14,857.12	\$109,446.04	\$120,050.91	\$1,015,817.29
- MTD EXPENSE	\$1,409,063.60	\$93,465.60	\$0.00	\$0.00	\$0.00	\$0.00	\$7,198.81	\$25.75	\$100,725.00
- EXPENSE ADJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= RECEIPT-EXP BALANCES	\$4,016,092.84	\$26,654,384.17	\$540,924.86	\$594.60	\$20,064.70	\$14,857.12	\$102,247.23	\$120,025.16	\$915,092.29

IMPREST	\$1,990.55								
PAYROLL	\$0.00								
CASH AT COUNTY	\$2,274,501.29								\$192,662.46
+ REGULAR CHECKING	(\$117,480.57)			\$594.60			\$6,158.14	\$224.99	\$574,211.44
+ MMA ACCOUNT	\$2,242,608.11	\$26,654,384.17	\$95,592.54		\$20,064.70	\$14,857.12	\$61,009.38	\$119,800.17	\$148,218.39
+ IMPREST SUSPENSE	\$18,460.41								
DUE TO BUILDING DUE FROM BOND									
CD'S + or -			\$445,332.32				\$35,222.21		
A/R or (A/P)	(\$403,986.95)						(\$142.50)		
= FUND BALANCES	\$4,016,092.84	\$26,654,384.17	\$540,924.86	\$594.60	\$20,064.70	\$14,857.12	\$102,247.23	\$120,025.16	\$915,092.29

**Gering Public Schools
Building Fund
7/31/2017**

Cash Balance	7/31/2017	\$26,654,384.17
Projected Revenue	08/01/17-08/31/17	
Taxes		\$ -
Loan to General Account		
Interest		\$ 5,000.00
Total		\$ 5,000.00
Projected Expenses		\$ -
Admin Building		\$ 3,900.00
Architech Fees		\$ 75,000.00
Total		\$ 78,900.00
Cash Balance		<u>\$26,580,484.17</u>

**Gering Public Schools
Depreciation Fund
7/31/2017**

Cash Balance	7/31/2017	\$ 540,924.86
Projected Revenue	08/01/17-08/31/17	
Interest		\$ 300.00
Total		\$ -
		<u>\$ 541,224.86</u>
Projected Expenses		\$ -
		\$ -
		\$ -
Total		\$ -
Cash Balance		<u>\$ 540,924.86</u>

SCHEDULE OF INVESTMENTS HELD

AS OF JULY 31, 2017

Depository	Number	Fund	Amount	Rate	Date of Issue	Date of Maturity
Valley Bank	1097688	Depreciation	\$323,934.27	.45%	11-26-08	11-26-17
Valley Bank	1097480	Depreciation	\$121,398.05	.35%	03-18-08	03-18-18
Valley Bank	1097261	Activity-Whitney Parr	\$29,600.37	.70%	08-16-07	08-16-17
US Bank	35050016148 3	Activity-Twyla Fulk	\$5,571.32	.45%		08-06-17

3.05te: August 21, 2017
 To: Board of Education
 Re: July Financial Statements.

The Business Committee has reviewed the financial records for the month of July, 2017. Items found in the various bill lists needing further description are notated, if necessary, in the right-hand margin of the Schedule of Checks Written. The remainder of items are typical service or supply expenditures and are adequately defined in the descriptive columns.

General Fund revenue was \$533,497.51. General Fund expenditures were \$148,576.99 and the payroll for July totaled \$1,260,486.61. Total General Fund expenditures for July were \$1,409,063.60.

Building Fund revenue was \$6,965.41 and expenditures were \$93,465.60 the Depreciation Fund revenue was \$30.65 and expenditures were \$0.00, the Qualified Capital Fund revenue was \$.08 and expenditures were \$0.00; the Fee Fund revenue was \$0.00 and expenditures were \$0.00 and the Employee Benefit Fund revenue was \$.06 and expenditures were \$0.00.

The Activity Fund revenue was \$10,259.64. Activity Fund expenditures totaled \$7,198.81.

The Cafeteria Fund revenue was \$103.74 Cafeteria Fund expenditures were \$25.75 plus \$0.00 for payroll for a total of \$25.75; the Bond Fund revenue was \$14,990.00 and expenditures were \$100,725.00.

		EXPENSES	REVENUE
GENERAL FUND		\$148,576.99	\$533,497.51
	Payroll	\$1,260,486.61	
BUILDING		\$93,465.60	\$6965.41
DEPRECIATION		\$0.00	\$30.65
QUALIFIED CAPITAL		\$0.00	\$0.08
EMPLOYEE BENEFIT		\$0.00	\$0.06
ACTIVITY		\$7,198.81	\$10,259.64
CAFETERIA		\$25.75	\$103.14
	Payroll	\$0.00	
FEE FUND		\$0.00	\$0.00
Bond Fund		\$100,725.00	\$14,990.00

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on _____, 2017, by and between **Twin Cities Development Association, Inc., a Nebraska Nonprofit Corporation, (“TCD”)**; and **Scotts Bluff County School District No. 79-0016 (commonly known as Gering Public Schools), a Nebraska Political Subdivision, (“School”)**.

RECITALS

A. TCD will own certain real property located in Scotts Bluff County, Nebraska, as more particularly described in section 1 of this Agreement.

B. School desires to use the Property (as defined below) for instructing students in the practical application of skills taught in the School’s Building Trade Program. Specifically, the School desires to use the Property so students in the Schools’ Building Trade Program can construct a house on the Property under the direction of Mark Bishop, a certified teacher employed by School.

NOW THEREFORE, in consideration of the foregoing recitals which are hereby made a part of this Agreement and the mutual promises set forth herein, TCD and the School agree as follows:

1. **Real Estate Description and Consideration.** TCD agrees to allow School and School agrees to build a house on the following described real estate, to-wit:

790 Pappas Blvd., Gering, NE 69341

2. **Construction and Improvements to Real Estate.** This agreement is contingent upon the hiring, placement and retention of a qualified teacher whereby the school will build a house on the Property under the teacher’s direction. The plans and specifications of the buildings shall be reviewed by TCD. School agrees that it shall be responsible for the construction of the building consistent with said plans and specifications. School shall be responsible for obtaining contracts concerning construction of basement walls, footings, basement floor, plumbing, electrical, and HVAC. School anticipates using students who are enrolled in the School’s Building Trade Program to perform carpentry, framing, and hanging of cabinetry. It is anticipated that School will contract for drywall, roofing, garage door installation, countertops, site grading, rain gutters, concrete work and other items as necessary. The basement will be finished minimally to comply with code. TCD will select windows, doors, flooring, fixtures and cabinets and keep the School’s designated Administrator informed of all purchases and items that may impact the construction of the house. A certified teacher employed by the School, will be responsible for supervising the construction of the Property on behalf of School. School may, at its option, subcontract additional work based upon time frame and ability to complete the Agreement in a timely manner.

3. **Payment of Costs.** School shall pay for all construction materials, contractors, sub-contractors, carpentry and flooring, plumbing in the basement, basement walls and footings, and basement floors with a construction class line of credit through Platte Valley Bank.
4. **Review of Contractors and Materials.** The plans and specifications for the building of a residential home on the Property shall be reviewed by TCD. School shall obtain estimates from contractors and select contractors which will perform services in connection with any construction on the Property. It is anticipated by and between the parties that the total cost for the construction of a house on the Property, less the cost of the lot, will not exceed \$120,000. In the event estimated costs exceed \$120,000, then both parties shall meet to renegotiate items set forth in this agreement. School shall obtain lien waivers from all contractors that provide materials or labor in connection with construction on the Property.
5. **Possession.** Possession of the Property shall be provided to School no later than August 30, 2017. Parties understand title of real estate will remain with TCD. On or before May 15, 2018, both parties will perform a walk through on the property and prepare a punch list to identify items that are yet to be completed prior to TCD retaking possession. TCD shall be entitled to retake possession of the property within a reasonable time after completion of the project, consistent with the plans and specifications, but in no instance shall TCD resume possession of the property later than June 15, 2018. Upon taking possession, TCD shall pay to School the amount as set forth herein.
6. **Payment.** TCD shall pay to School the sum of \$5,000 and pay the Platte Valley Bank for the School construction class line of credit plus any accrued interest upon TCD taking possession of the Property.
7. **No Partnership Created.** School and TCD have entered into this Agreement for the purpose of providing students in the Building Trade Program an opportunity to learn skills by working in an actual construction setting. School and its employees and students are not, in any way, employees or agents of TCD, but rather the students are present for educational purposes only. Nothing in this Agreement shall be construed as creating a partnership or joint venture between School, its employees, its students, and TCD.
8. **Taxes.** TCD is responsible for all real estate taxes and special assessments levied against the Property.
9. **Compliance with Rules and Regulations.** All construction on, improvements to, and use of the Property during the time School has possession of the Property shall be in compliance with all applicable building codes, zoning regulations and all other federal, state, and local laws, rules, regulations, and ordinances. School will apply for all appropriate building permits.
10. **Plans.** School shall submit to TCD for review all blueprints, drawings, specifications, and other plans in connection with any buildings or other structures on the Property prior to the time such buildings or other structures are constructed.

11. **Restrictions on Property.** School shall not cause or consent to any easement, covenant, reservation, or restriction on, over, or against the Property, lease all or any portion of the Property, or otherwise allow the Property to be encumbered without first obtaining the prior written consent of TCD.

12. **Risk of Loss.** School shall bear the risk of all losses to the Property which occur prior to the return of possession to TCD. School shall, at its own expense, insure the Property against liability, property loss, and casualty from and after the date of this Agreement until TCD retakes possession of the Property. TCD shall be named an additional insured under all such policies. In the event any part of the Property or any materials acquired, whether or not affixed to the Property, are damaged and not repaired prior to TCD retaking possession of the Property, TCD shall have the right to receive any insurance proceeds for such damages (as long as any loan with Platte Valley Bank has been paid off). TCD agrees to insure the property upon TCD resuming possession of the property as set forth herein.

13. **TCD's Representations and Warranties.** TCD is a nonprofit corporation duly organized and in good standing under the laws of the State of Nebraska. TCD has all requisite authority and power to execute, deliver, and perform this Agreement.

14. **School's Representations and Warranties.** School is a political subdivision under the laws of the State of Nebraska. School has all requisite authority and power to execute, deliver, and perform this Agreement. All necessary actions required in order to authorize the execution and delivery of this Agreement and the consummation and performance of the transactions contemplated hereby have been duly and validly taken by School's Board of Education in accordance with Nebraska law.

15. **Headings.** The section headings used in this Agreement are for convenience of reference only, and they shall not limit, affect, or otherwise be used in the construction and interpretation of this Agreement.

16. **Notices.** Any document, written notice, or written consent required or permitted to be delivered hereunder shall be deemed delivered on the same day if personally delivered or two (2) days after deposit in the U.S. mail if delivered by registered or certified mail, postage prepaid and addressed as follows:

If to TCD: Rawnda Pierce, Executive Director
Twin Cities Development Association, Inc.
1620 Broadway
Scottsbluff, NE 69361

If to the School: Bob Hastings, Superintendent
Gering Public Schools
1519 10th St.
Gering, NE 69341

Any change in contact information shall be given by written notice in the manner specified in this section.

17. **Binding Effect; Benefits.** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement is intended to confer on any person or entity other than the parties hereto any right, remedy, obligation, or liability.

18. **Entire Agreement.** This Agreement constitutes the complete and exclusive expression of the terms and conditions of the agreement between TCD and School pertaining to the subject matter hereof and supersede all prior proposals, agreements, understandings, negotiations, and discussions.

19. **Execution in Separate Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. This Agreement shall become effective when each party has executed at least one counterpart of this Agreement. All such counterparts shall be construed together and shall constitute one instrument. A photocopy, facsimile copy, or email transmission of a copy of this Agreement shall be enforceable as an original.

20. **Execution of Additional Documents.** Each party, without further consideration, promises to execute and deliver such other documents and take such other actions as may be necessary to consummate the intent and purpose of this Agreement, provided that this Agreement shall be effective regardless of whether any additional documents are executed or any further actions are taken.

21. **Governing Law.** This Agreement shall be construed and enforced according to the laws of the State of Nebraska.

IN WITNESS WHEREOF, TCD and the School have caused this Agreement to be executed by their respective authorized representatives.

**TWIN CITIES DEVELOPMENT
ASSOCIATION, INC.**

By: _____
Rawnda Pierce, Executive Director

Date: _____

STATE OF NEBRASKA, COUNTY OF SCOTTS BLUFF SS:

The foregoing instrument was acknowledged before me on _____, 2017, by Rawnda Pierce, Executive Director of Twin Cities Development Association, Inc.

Notary Public

**SCOTTS BLUFF COUNTY SCHOOL
DISTRICT NO. 79-0016**

By: _____
Bob Hastings, Superintendent, Gering Public Schools

Date: _____

STATE OF NEBRASKA, COUNTY OF SCOTTS BLUFF SS:

The foregoing instrument was acknowledged before me on _____, 2017, by Bob Hastings, Superintendent of Scotts Bluff County School District No. 79-0016, on behalf of the District, upon proper authority, and for the purposes herein stated.

Notary Public

A RESOLUTION AUTHORIZING THE DISTRICT TO CONTINUE ITS PARTICIPATION IN AN INTERLOCAL COOPERATIVE WITH ONE OR MORE NEBRASKA PUBLIC SCHOOL DISTRICTS AND/OR EDUCATIONAL SERVICE UNITS; AUTHORIZING SUCH COOPERATIVE TO ISSUE BONDS ON BEHALF OF THE DISTRICT IN A PRINCIPAL AMOUNT NOT TO EXCEED \$100,000 TO FINANCE THE COST OF ANY ITEM OF HARDWARE OR SOFTWARE USED BY THE DISTRICT IN PROVIDING FOR THE DELIVERY OF INFORMATION, INCLUDING THE PURCHASING OF UPGRADES OR RELATED IMPROVEMENTS TO INFORMATION TECHNOLOGY FOR THE OPERATION OF LIBRARIES OPERATED BY THE DISTRICT; DELEGATING THE AUTHORITY TO DETERMINE THE PRINCIPAL AMOUNTS, MATURITY DATES, INTEREST RATES, REDEMPTION PROVISIONS AND OTHER TERMS OF SUCH BONDS; IMPOSING A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS; PUBLISHING NOTICE OF INTENT TO ISSUE SUCH BONDS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF SCOTTS BLUFF COUNTY SCHOOL DISTRICT 0016 (GERING PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA AS FOLLOWS:

Section 1. The Board (the “**Board**”) of Education of Scotts Bluff County School District 0016 (Gering Public Schools) in the State of Nebraska (the “**District**”), hereby finds and determines:

(a) The District is duly organized as a Class III School District under Sections 79-102 and 79-407, Reissue Revised Statutes of Nebraska, as amended, maintaining both elementary and high school grades under the direction of a single board of education, the District embracing territory having a population of more than 1,000 and not more than 150,000 inhabitants.

(b) The Public Facilities Construction and Finance Act, Section 72-2301 et seq., Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), authorizes a qualified public agency, such as the District, to (i) cooperate with one or more qualified public agencies to form a joint entity or joint public agency (the “**Joint Entity**”) for the purpose of issuing bonds to finance joint projects which may be serviced by property taxes, regardless of any statutory debt restrictions, and (ii) levy a tax described therein for the payment of such bonds. A “joint project” includes, but is not limited to, a project financed and operated by at least two or more qualified public agencies cooperating as a joint entity for any item of hardware or software used in providing for the delivery of information, including the purchasing of upgrades or related improvements to information technology for the operation of libraries operated by school districts or educational service units (the “**Project**”).

(c) The Nebraska Interlocal Cooperation Act, Sections 13-801 et seq., Reissue Revised Statutes of Nebraska, as amended (the “**Interlocal Act**”), permits local governmental units, such as the District, to make the most efficient use of their taxing authority and other powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. The Interlocal Act further provides that any power or powers, privileges, or authority exercised or capable of exercise by a public agency of the State may be exercised and enjoyed jointly with any other public agency of this state.

(d) The District desires to participate with one or more Nebraska school districts and/or educational service units by affirming an existing Nebraska Technology Financing Cooperative Interlocal Cooperation Act Agreement (the “**Interlocal Agreement**”) in the form attached hereto as Exhibit A, in accordance with the Interlocal Act, and by being a party to a Joint Entity for the purpose of issuing bonds to finance a Project, levying ad valorem taxes to pay its portion of the principal of and interest on such bonds and for other lawful purposes.

(e) On August 21, 2017, the Board held a public hearing, as required by the Act, at the time and the place designated in the notice thereof. At such public hearing all persons desiring to express a position concerning the District’s participation in the Joint Entity, the amending, modifying or supplementing, as necessary, of the Interlocal Agreement, the issuance by the Joint Entity of the Bonds, the application of the proceeds thereof to finance the Project and the levy by the District to pay its portion of the principal of and the interest on the Bonds were given an opportunity to do so.

(f) Notice of such public hearing was published in the *Gering Courier*, a legal newspaper of general circulation within the District, at least 10 days prior to the date of such public hearing.

(g) All comments relating to each of, the Joint Entity, the Interlocal Agreement, the Project, the Bonds and the tax described herein have been heard and have been duly considered by the Board in connection with the adoption of this Resolution.

(h) Prior to the issuance and delivery of the Bonds, the District will retire its portion of all outstanding bonds payable from the tax levy authorized by the Act.

(i) All conditions, acts and things required by law to exist or to be done precedent to the issuance of general obligation bonds by the Joint Entity on behalf of the District as authorized in the amount not to exceed \$100,000 do exist and have been done in due form and time as required by law.

Section 2. The Board hereby authorizes and approves (a) the participation of the District in a Joint Entity pursuant to the Interlocal Act, the Act and other laws to provide financing, services and support to all members of the Joint Entity including but not limited to issuance of bonds, disbursement of bond proceeds to members, retention of bond paying agent, record keeping and other administrative services relating to the financing of information technology for members, and for other lawful purposes; (b) the amendments, modifications or supplements to the Interlocal Agreement as are necessary to enable the Joint Entity to issue the Bonds; and (c) the Superintendent or a designee proceeding in accordance therewith according to the terms and conditions as presented or such other or additional terms and provisions as negotiated and approved by the Superintendent or a designee. The Board hereby further directs the Superintendent or a designee to sign, execute, and deliver such documents, to act as a member of the Joint Entity’s governing board and as the District’s representative on all matters related to all of such documents, 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 implement and administer the same through the course of the Interlocal Agreement and the life of the Joint Entity as contemplated thereby, for and on behalf of the District, unless or until this action is changed or modified by the Board.

Section 3. For the purpose of financing the Project and paying the costs of issuing the bonds herein authorized, the District, in accordance with its authority under the Act and the Interlocal Act, hereby authorizes the Joint Entity to issue its negotiable general obligation bonds on behalf of the District in an aggregate principal amount of not to exceed One Hundred Thousand Dollars (\$100,000) (the “**Bonds**”).

Section 4. The President of the Board or the Superintendent is each individually authorized and directed, in the exercise of his or her independent judgment and absolute discretion, to hereafter approve and ratify, in connection with the issuance and sale of any Bonds by the Joint Entity on behalf of the District, in a certificate (the “**Award Certificate**”) executed at the time of sale of the Bonds by the Joint Entity to the Purchaser set forth in Section 5 hereof and in concert with the other members of the Joint Entity, and in each case in accordance with and subject to the provisions of this Resolution, the following: (i) the Date of Original Issue, (ii) the aggregate principal amount of Bonds to be issued, not to exceed the limitation set forth in Section 3, (iii) the dates on which a principal maturity of the Bonds shall occur and the principal amount of the Bonds to mature on such dates, (iv) the date of final maturity of the Bonds, which shall in no event be later than December 15, 2022, (v) the date or dates upon which the Bonds shall be sold, (vi) the rate or rates of interest to be carried by each maturity of the Bonds, such that the average coupon rate on the Bonds shall not exceed 5.00%, (vii) the method by which such rate or rates of interest shall be calculated, (viii) the Interest Payment Dates for the Bonds, (ix) the redemption dates and prices and all terms relating thereto, if any, (x) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Resolution, (xi) the form, content, terms and provisions of any bond purchase agreement entered into by the Joint Entity with a Purchaser in connection with the sale of the Bonds, (xii) the purchase price for the Bonds, which shall not be less than 95.00% of the aggregate principal amount thereof, (xiii) the form and contents of any preliminary official statement or other offering materials of the District utilized in connection with any offering or sale of the Bonds to the public, and (xiv) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the District in connection with the authorization, issuance, sale and delivery of the Bonds.

Section 5. The Superintendent or any officer of the Board is hereby authorized to take all actions necessary to effect the delivery of the Bonds by the Joint Entity on behalf of the District to D.A. Davidson & Co., as the original purchaser thereof (the “**Purchaser**”), inclusive of the power and authority to execute such orders, certificates, receipts and other documents as may be necessary or desirable to effect such delivery.

Section 6. The sale proceeds of the Bonds issued on behalf of the District shall be held by the District Treasurer in a separate fund and applied (a) to pay the costs of issuance of the Bonds, (b) to pay interest when due on the Bonds and (c) to pay the costs of constructing, purchasing and equipping the Project.

Section 7. For the repayment of the Bonds herein authorized, the District represents, warrants and covenants that it shall cause to be levied and collected annually a special levy of taxes on all the taxable property in the District sufficient in rate and amount to pay the interest on and the principal of the Bonds issued on behalf of the District, in a principal amount not to exceed \$100,000, as and when such interest and principal become due, which taxes shall be in excess of and in addition to all other taxes now or hereafter authorized to be levied by the District and shall not be subject to any statutory limitations. Such tax levy and receipts are pledged to the Joint Entity for the repayment of the principal of the Bonds issued on behalf of the District and all interest thereon. The District authorizes the Joint Entity to re-pledge the District’s pledge hereunder to the repayment of the Bonds. The District represents, warrants and covenants that the second largest participant in the Joint Entity (which may be the District) will pay at least 25% of the total debt service on the Bonds. The full faith, credit and resources and the tax power of the District are hereby irrevocable pledged to the prompt payment on the principal of the Bonds issued on behalf of the District up to \$100,000 and the interest thereon.

Section 8. (a) The District hereby establishes a 2017 Bond Fund of the District (the “**Bond Fund**”), into which there shall be deposited as and when received all proceeds of the tax levy provided for hereby. All amounts deposited and credited to the Bond Fund shall be expended and used by the District for the sole purpose of paying to the Joint Entity moneys sufficient to pay the principal of,

premium, if any, and interest on the Bonds issued on behalf of the District as and when the same become due and paying the usual and customary fees and expenses of the bond registrar.

(b) The District Treasurer is authorized and directed to withdraw from the Bond Fund and forward to the Joint Entity, or to the bond registrar on behalf of the Joint Entity, sums sufficient to pay both its portion of principal and premium, if any, and interest on the Bonds as and when the same become due, and also to pay the charges made by the bond registrar for acting in such capacity in the payment of the principal of and the interest on the Bonds, and the charges shall be forwarded to the bond registrar over and above the amount of the principal of and the interest on the Bonds. If, through the lapse of time, or otherwise, the Owners of Bonds shall no longer be entitled to enforce payment of the District's obligations, it shall be the duty of the bond registrar to return the funds to the District. All moneys deposited with the bond registrar shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

(c) Any moneys or investments remaining in the Bond Fund after the retirement of the Bonds shall be transferred to the general fund of the District.

Section 9. (a) The District covenants and agrees that (i) it will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "**Code**"), including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds, and (ii) it will not use or permit the use of any proceeds of Bonds or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds. In addition, the District will adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

(b) The District covenants and agrees that (i) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds, (ii) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (iii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the District in any manner, or take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(c) Subject to subparagraph (e) below, the District covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The District specifically covenants to pay or cause to be paid to the United States, the required amounts of rebatable arbitrage at the times and in the amounts as determined by the Arbitrage Instructions, if any. Notwithstanding anything to the contrary contained herein, the Arbitrage Instructions may be amended or replaced if, in the opinion of counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(d) The District covenants and agrees that (to the extent within its power or direction) it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a "private activity bond".

(e) The District makes the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

- (i) the District is a governmental unit under Nebraska law with general taxing powers;
- (ii) none of the Bonds is a private activity bond as defined in Section 141 of the Code;
- (iii) ninety-five percent or more of the net proceeds of the Bonds are to be used for local governmental activities of the District;
- (iv) the aggregate face amount of all tax-exempt obligations (other than “private activity bonds,” but including any tax-exempt lease-purchase agreements) to be issued by the District during the current calendar year is not reasonably expected to exceed the sum of \$5,000,000; the District understands that, for this purpose, (y) the District and all entities which issue bonds on behalf of the District are treated as one issuer; and (z) all bonds issued by an entity subordinate to the District are treated as issued by the District; and
- (v) the District (including all subordinate entities thereof) will not issue in excess of \$5,000,000 of tax-exempt bonds (other than “private activity bonds,” but including any tax-exempt lease-purchase agreements) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the excludability of the interest on the Bonds from gross income for federal tax purposes will not be adversely affected thereby.

(f) The District hereby designates the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In addition, the District hereby represents that:

- (i) the aggregate face amount of all tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds”) which will be issued by the District (and all subordinate entities thereof) during current calendar year is not reasonably expected to exceed \$10,000,000; and
- (ii) the District (including all subordinate entities thereof) will not issue an aggregate principal amount of tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds”) during current calendar year, including the Bonds, in excess of \$10,000,000, without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the designation of the Bonds as “qualified tax-exempt obligations” will not be adversely affected.

Section 10. The delivery of the Preliminary Official Statement (the “**Preliminary Official Statement**”) on behalf of the District is hereby confirmed, ratified, authorized and approved, and the distribution of the Preliminary Official Statement by the Purchaser is hereby authorized subject to the approval of the final form of such Preliminary Official Statement by the Superintendent or the President of the District in the Award Certificate.

Section 11. The District reserves the right to issue refunding bonds, or to have the Joint Entity issue such bonds on its behalf, and provide for the investment of the proceeds thereof for purposes of providing for the payment of principal and interest on the Bonds in such manner as may be prescribed by law from time to time but specifically including the provisions of Sections 10-142 and 10-717 through 10-719, inclusive, Reissue Revised Statutes of Nebraska, or any amendment thereto.

Section 12. Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the Board hereby (1) authorizes and directs all of the officers, employees, and agents

of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this Resolution, and the issuance, sale, and delivery of the Bonds, including, without limitation and whenever applicable, the execution and delivery of all other related documents, instruments, certificates, and opinions; and (2) delegates, authorizes, and directs the President, the Vice President, the Secretary, the Treasurer, the Superintendent or any other officer of the Board or the District the right, power, and authority to exercise her or his own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by such officer of any such documents, instruments, certifications, and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the District's and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

Section 13. If any one or more of the provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Resolution and under any applicable provisions of law.

If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 14. As required by the Act, the District shall publish notice of its intention to have the Joint Entity issue the Bonds pursuant to the Act and the Interlocal Act. The Superintendent is hereby directed to publish such notice in the form attached hereto as Exhibit B in the *Gering Courier*, being a newspaper of general circulation published in the District, at least twice after the adoption of this Resolution. Such publications shall be at least three weeks apart, and the first publication shall be no later two weeks from the adoption of this Resolution.

Section 15. This Resolution shall take effect and be in force from and after its passage as provided by law.

[Signature Page To Follow]

ADOPTED this 21st day of August, 2017.

SCOTTS BLUFF COUNTY SCHOOL DISTRICT
0016 (GERING PUBLIC SCHOOLS) IN THE
STATE OF NEBRASKA

ATTEST:

Secretary

By: _____
President



To: Tim Meisner, Business Manager
Company: Gering Public Schools
Email Address: tmeisner@geringschools.net
Phone Number: 308-436-3125
Cc: Steven Anticknap; Renee Azerbegi
Date: June 26, 2017
Proposal Name: Gering High School Renovation and Addition
Proposal No: 17112
Services Proposed: Commissioning
From: Steven Wancewicz, steven@ambient-e.com, 303-278-1532x205

Dear Tim Meisner,

We are delighted for the opportunity to provide a proposal to improve the Gering High School renovation and addition project by providing Commissioning services. We have worked on numerous projects that are K-12 Schools and involve building renovations including the Ft. Lupton Middle School Project.

In order to increase the sustainability of the project, our team can also provide additional services as listed in the Additional Tasks to be considered section of this proposal such as Monitoring-Based Commissioning.

Upon notice to proceed and signed Proposal, Ambient Energy will begin this service. Thank you for the opportunity to assist Gering Public Schools in its efforts to improve the overall performance of the project.

Best Regards,
AMBIENT ENERGY, INC.
Steven Wancewicz, Commissioning Engineer

Enclosure: Proposal

DENVER • SAN FRANCISCO

130 W 5th Avenue • Denver, CO 80204 • 303.278.1532 • www.ambient-e.com



PROPOSAL

This Proposal is made, entered into, and effective as of June 26, 2017 (the "Effective Date") by and between Ambient Energy, a Colorado corporation, ("Consultant"), and Gering Public Schools ("Client"). This Proposal relates only to the functions to be performed by Consultant for the Client at the location specified below, (the "Facility"):

Gering Public Schools, Gering, NE

KEY ASSUMPTIONS

- The project will total 117,000 sf +/-10%.
- There will be at most two bid packages for review.
- The Owner is the Gering Public Schools.

Any significant changes to these Key Assumptions may affect the Proposed Tasks and associated Fee for the project. Client shall inform Consultant of any discrepancies to the above listed Key Assumptions.



PROPOSED TASKS

Task 1 Commissioning

The goal for this task is to provide unbiased third party verification of installation and operation of equipment for systems being commissioned for Gering Public Schools to verify equipment performance. Consultant shall perform the following services related to this task:

Design Phase

- Meet with Owner to develop the Owner's Project Requirements (OPR).
- Conduct a commissioning review of 100% Design Development documents (or mid-construction documents) for compliance with the OPR and BOD, and issue comments to the Owner and Design Team.
- Conduct a commissioning review of 90% Construction Design documents (or final construction documents), and issue comments to the Owner and Design Team.
- Provide commissioning specifications commissioned systems and issue to the Owner and Design Team.
- Develop the commissioning plan.

Construction Administration Phase

- Schedule and conduct a commissioning kick-off meeting.
- Update Cx plan for construction and distribute to the Cx Team members.
- Coordinate and schedule commissioning activities with the contractor.
- Provide list of specifications needing to be submitted for review.
- Conduct one (1) review of contractor submittals applicable to systems being commissioned. Submittals are reviewed for compliance to the OPR, and must be concurrent with the architect's and engineers' review of the submittals. Provide comments to the Owner, Client and Design Team.
- Receive equipment submittals accepted by the engineer of record (EOR) and develop the pre-functional checklists for the systems to be commissioned.
- Review and comment on pre-functional checklists completed by the contractor.
- Provide pre-installation site visits with associated commissioning reports.
- Develop Functional Performance Tests for the systems to be commissioned and deliver to the contractor for review and comment.
- Direct, witness, and document Functional Performance Testing in coordination with controls contractor.
- Develop and Maintain Master Issues Log.
- Update systems manual for commissioned systems.
- Facilitate and document that an owner personnel training is conducted.

Post Occupancy

- Schedule Seasonal testing as deemed necessary for the project.



- Finalize Final Cx Report and Master Issues Log with Addendum Report.
- Complete final commissioning report, and issue for review.
- Reconcile review comments and issue final commissioning report.



Task 2 Monitoring Based Commissioning (SkySpark)

To further support the design, construction, and operation of the <Project Name> that meets the owner project requirements, Ambient Energy will deploy the software program SkySpark to collect and analyze data trends and to find potential issues that will affect immediate or long term operation. Consultant shall perform the following actions related to this task:

Design Development

- Develop monitoring-based commissioning plan (MBCx) that includes the procedures and measurement points. The MBCx Plan addresses the following:
 - Roles and responsibilities
 - Measurement requirements: meters, points, metering systems, data access
 - List of points to be trended with associated frequency and duration for trending
 - Limits of acceptable values for tracked points and metered values.
 - Review elements that will be used to evaluate and identify performance of monitored points and associated systems.
 - An action plan for correction of operational issues and deficiencies
- Analyses in the first year of occupancy occurs quarterly

Construction Documents

- Review 90% CD drawings for metering and controls parameters in drawings and specs and incorporate comments into review memo.

Construction Administration

- Review metering submittals.

Post Occupancy

- Coordinate the data collection
- Write the “rules” in the SkySpark program for analysis of the data collected.
- Provide a sample report for review and comment by the O&M staff.
- Provide monthly reports with our recommendations for enhancing the building operations and suggested corrective action as needed.



Commissioning Process

Site visits will be coordinated with the design and construction schedule. If the project only accepts the fundamental commissioning option, then the training and warrantee review site visit can be eliminated from the list below.

Site Visits will be Conducted Which Include:

- commissioning kickoff meeting
- during construction to review the installation of the equipment and systems to be commissioned.
- functional testing

Systems that will be Commissioned Include:

- HVAC (heating, ventilation and air conditioning systems)
- Lighting and daylighting control systems
- Domestic hot water systems
- Building Automation System (BAS)
- Emergency Power Systems, i.e. Generator Testing Emergency Lighting Test

Additional Systems to be Considered for Commissioning:

The following additional systems which could be provided by Ambient Energy could be considered for commissioning of this project; however, they are currently not included:

- Fire (fire alarm and fire sprinklers)
- Plumbing fixtures and systems (in addition to domestic hot water)
- Electrical generation systems (UPS, transformers, generators, transfer switches, general power)
- Telecommunications (data systems)
- Building security systems
- Audio visual
- Building envelope

Additional Tasks to be Considered

The following additional tasks which could be provided by Ambient Energy could be considered for this project however they are currently not included:

- Energy Modeling.
- Daylight Modeling or Views Calculations.
- License for monitoring based commissioning software tool.
- Automated functional testing
- Building enclosure commissioning.



Schedule

If the Project Schedule is extended more than 12 months past the estimated project completion date the services rendered shall be renegotiated.

Fee

Fees shall be billed based on a:

1. Lump Sum Rate OR
2. Time and Materials Rate Not to Exceed

and based on Selection of Payment Option by Client, unless additional services are requested by Client that are not included in Proposed Tasks. Client agrees to pay Consultant amount for accepted Proposed Tasks performed by Consultant.

Reimbursable Expenses

Reimbursable expenses including travel, parking, meals, printing, software, mileage, and deliveries are OR are not included in this Proposal.

Invoices

Each invoice from Consultant to Client shall identify the Project and services performed by Consultant on the Project and the total percentage of fee worked. An invoice will be submitted to the Client on the last day of each month for services rendered for that month. Client agrees to pay Consultant the amounts set forth herein within thirty (30) calendar days of receipt of invoice by Consultant. If payment is not received within sixty (60) calendar days of receipt of invoice by Consultant, interest at the rate of one percent (1%) per month shall accrue.



Selection of Options by Client

Client shall select below which task has been approved or not approved by selecting Yes or No by each task.

Task	Service Description	Yes/No	Fee
1	Commissioning Services	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$56,100
2	OPTIONAL: Monitoring-Based Commissioning	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$19,300
	Total BASE Fee		\$56,100
	Total PROPOSED Fee with All Options		\$75,400
	BUNDLED RATE Discount (if all tasks and options are accepted)		3%
	Total WITH DISCOUNT		\$73,014
	Total ACCEPTED Fee		\$ _____



The Parties acknowledge that each has fully read and understood this Proposal, and, intending to be legally bound thereby, executed this Proposal, on the date set forth above.

AMBIENT ENERGY, INC.

By: _____
Name: Renee Azerbegi
Title: Principal
Date: June 27, 2017

GERING PUBLIC SCHOOLS

By: _____
Name: _____
Title: _____
Date: _____



AHEC Library Renovation Denver, CO

Originally constructed in 1976, the library on the AHEC campus serves as a central location for students and staff to meet and collaborate. The library renovation seeks to blend with the campus and make the library more appealing to the students and faculty. The existing 185,000 square foot facility will undergo a \$20.3 million renovation that will upgrade the HVAC systems including new heating plant and air distribution systems, new Building Automation system to control the building systems and increase energy efficiency, new energy efficient lighting and lighting controls, and replacement of building envelope. As with all Colorado state-funded higher education facilities this project seeks a LEED-NC v2009, Gold rating.

Owner:
Auraria Campus

Architect:
Studiotrope
Design Collective

Contractor:
Saunders
Construction

Client:
State of
Colorado



- **Date Completed:** July, 2017
- **Services:** Steven Wancel, Steven Anticknap, Steven Mueller, Steven Anticknap
- **Size:** 185,000 sf
- **Construction Cost:** \$20,340,000
- **Project Reference:** Mike Turman, Project Manager, AHEC (303) 556-2394
- **Staff:**

Fort Lupton Middle School Renovation Commissioning Services, Fort Lupton, CO

The Fort Lupton Middle School, originally constructed in 1932, presently serves approximately 480 students in grades 6-8 in the 3-story building that is a combined 130,000+/- GSF. In 2011, Fort Lupton Middle School was awarded National Middle School of the Year by the Association of Middle School Principals. The renovation of the middle school includes the addition of a new secured entry, and elevator, and upgrades to the existing HVAC systems. With the installation of a new ground source heat pump system, the school will improve its energy efficiency and reduce energy costs.

This project seeks to achieve a LEED for New Construction Version 3 Gold rating. The systems to be commissioned include a ground source heat pump system, individual heat pumps serving classrooms, energy recovery ventilation systems, a domestic hot water system, lighting, daylighting, and lighting controls.



- **Date Completed:** June 2014
- **Services:** EAp1 Fundamental Commissioning / EAc3 Enhanced Commissioning
- **Size:** 130,000 sf
- **Construction Cost:** \$8,700,000
- **LEED Certification:** Targeting Platinum
- **Staff:** Greg Evans
- **Owner:** Weld County School District



STEVEN ANTICKNAP, PE, CCP, CEM, LEED AP

Commissioning Team Leader



"Sustainability, whether planning or building towards it, is just common sense."

Steven is the Team Leader of the Commissioning Engineering Team at Ambient Energy. He performs functional and enhanced commissioning, preliminary design reviews on MEP systems, controls, and sequences of operation, and generates pre-functional and functional test reports. Being an experienced Certified Commissioning Professional and Certified Energy Manager helps Steven provide invaluable reviews and insight to Architects, Engineers, building owners, and construction project teams. Steven has knowledge and experience in conducting energy audits, measurement and verification (M&V), commissioning, and retro commissioning. He has also conducted thermal imaging, building envelope/air barrier testing. Steven has provided his expertise on several high profile facilities for Commercial and Federal government and defense, medical and education facilities.

Education

Ba.Sc. Industrial System
Engineering, University of
Regina- Regina, SK, 1996

Registrations

Professional Mechanical Engineer,
Florida
Leadership in Energy &
Environmental Design
Accredited Professional (LEED
AP) United States Green
Building Council (USGBC)
Certified Commissioning
Professional (CCP) Building
Commissioning Association
(BCA)
Certified Energy Manager (CEM)
Association of Energy
Engineers (AEE)

Publications

ASHRAE Journal, December 2011,
Testing for Leakage in
Underfloor Plenums

REPRESENTATIVE PROJECT EXPERIENCE

Education

Duval County Public Schools

- Task: Energy Management and utility data tracking. Develop data base to track 1100+ electric, water and gas meters on monthly data. Develop profiles for each school to be used to identify high utility users and billing errors. Target energy conservation measures on high users and work with utilities to recover funds from billing errors.
- Role: Energy Management Engineer
- Size: 150+ Schools

Arlington Middle School, Jacksonville, FL

- Task: Replacement school for Duval County Schools. Construction support and commissioning of building HVAC systems.
- Role: Fundamental commissioning
- Size: 80,000 sf

Oceanview Elementary School, Jacksonville, FL

- Task: Retro-commission mechanical systems 2 years after project completion. Identify and document problems with HVAC operation. Prepare and present problems. Follow up on implementation with testing and trend data.
- Role: Retro-commissioning Agent
- Size: 50,000 sf

University of Colorado, Colorado Springs, Ent Performing Arts, Colorado Springs, CO

- Task: Commissioning services for the new performing arts center at UCCS. The project includes an 800-seat auditorium, black box theater, intimate performance studio, art gallery and pre-function space. The project is seeking LEED v2009 Gold certification. Ambient Energy is providing EAp1 Fundamental, EAc3 Enhanced commissioning services and Monitoring-Based Commissioning.
- Role: Commissioning Team Leader
- Size: 85,000 sf



STEVEN WANCEWICZ, CEM, EIT

Commissioning Engineer



"I seek to make things work and them efficient."

Steven Wancewicz is a Commissioning Engineer for Ambient Energy whose project experience includes higher education, offices, military and federal, airports, and hospitals. He also has experience conducting energy audits and existing building commissioning. As part of the existing building commissioning, Steven worked with contractors to implement improved control strategies. The repairs at two hospitals saved over \$100,000 annually, resulting in a 2-year payback of the existing building commissioning project. He holds a Bachelor of Science in Mechanical Engineering from California Polytechnic State University San Luis Obispo. Steven is also a software developer; notable software includes the design and development of an android app to streamline the collection of information while on-site. Steven's knowledge of software development gives a unique insight and understanding of controls sequences.

Education

B.S. Mechanical Engineering,
California Polytechnic State
University, San Luis Obispo,
CA 2011

Certifications

Certified Energy Manager,
Association of Engineers,
2012
Engineering in Training, State of
California, 2011

Presentations

June 2011, July 2011, September
2011, January 2012, June 2012,
September 2012,
2-day Metrix Introductory
Training on how to use the M&V
Software Metrix 4

REPRESENTATIVE PROJECT EXPERIENCE

Education

University of Colorado Springs, Villages at Alpine Valley Residence and Dining Hall, Colorado Springs, CO

- Task: Alpine Valley is a 515-bed residence complex that consists of residence halls and dining facility at UCCS main campus. Buildings include 2-story dining hall, one 5-story residence hall and two 6-story residence halls. Also included are support facilities such as laundry, classrooms, and sundry shops. The dining hall will include campus catering and a bakery facility.
- Role: Commissioning Engineer
- Size: 220,820 sf residence halls and dining facility at UCCS main campus

University of Colorado, Colorado Springs, Ent Performing Arts, Colorado Springs, CO

- Task: Commissioning services for the new performing arts center at UCCS. The project includes an 800-seat auditorium, black box theater, intimate performance studio, art gallery and pre-function space. The project is seeking LEED v2009 Gold certification. Ambient Energy is providing EAp1 Fundamental, EAc3 Enhanced commissioning services and Monitoring-Based Commissioning.
- Role: Commissioning Project Manager
- Size: 85,000 sf

Colorado State University, Aggie Village, Fort Collins, CO

- Task: Aggie Village is a 973-bed residence complex that consists of three residence halls. Also included are support facilities such as laundry and classrooms. The project is pursuing LEED v2009 Gold certification.
- Role: Commissioning Engineer
- Size: 425,000 sf residence halls at CSU main campus

Pasco School District, Pasco, WA

- Task: Created a plan to use IPMVP Option C to verify savings for a performance contract of a school and hospital in Pasco, WA. Tasks included advising the ESCO implementing the retrofits on the best approach to tracking savings using weather normalization and a school-day variable.
- Role: Commissioning Agent
- Size: N/A

Kansas University

- Task: Setup a large utility bill tracking database and developed baselines to monitor energy savings at the University of Kansas. This project included organizing 150 utility meters and utility bills for over 150 meters, performing quality control, and normalizing the meters to develop a baseline that adjusts for weather and building schedules.
- Role: Commissioning Agent
- Size: N/A



ERIC MUELLER, EIT, LEED-AP BD+C *Commissioning Engineer / Building Performance Engineer*



"Establishing sustainability goals and forging a clear path towards actualizing them is the essence of commissioning in my mind."

Eric is a member of the Commissioning Engineering Team at Ambient Energy where he performs fundamental and enhanced commissioning that contributes to the triple bottom line of Ambient Energy's clients. Additionally, Eric collaborates with Ambient Energy's Building Performance Team to create energy models that inform energy conservation measure decisions. In addition to his past commissioning experience, Eric has knowledge and experience in performing retro-commissioning, energy management, measurement and verification (M&V), whole-building energy modeling, and daylighting analysis. Eric has provided services for municipal buildings, healthcare facilities, higher education, corporate offices, banks, and K-12 schools. He has helped to certify several buildings for LEED for new construction and Energy Star and has provided energy modeling and certification documents for multiple 179D Tax Deductions.

In his free time, Eric enjoys cycling, playing board games, writing music, and hiking.

Education

B.S. Mechanical Engineering,
University of Wisconsin-
Madison- Madison, WI 2013

Registrations

Leadership in Energy &
Environmental Design
Accredited Professional (LEED
AP) United States Green
Building Council (USGBC),
2015

Engineer-in-Training (EIT) National
Council of Examiners for Eng.
and Surveying (NCEES), 2014

Affiliations

United States Green Building Council

Publications

"Evaluation of Advanced HVAC
Technologies," Includes research on
radiant cooling/heating,
displacement ventilation, and VRF in
existing buildings in Wisconsin,
**Wisconsin Focus on Energy,
2013 Economic Environmental
and Research Development
Grant on Energy Efficient
Technologies**

"The Energy Conservation
Potential of Displacement
Ventilation Technology in
Minnesota Climate Conditions,"
**Minnesota Department of
Commerce, Conservation
Applied Research and
Development Study on
Displacement Ventilation**

REPRESENTATIVE PROJECT EXPERIENCE

Education

Colorado School for the Deaf and Blind Jones Hall Renovation, Colorado Springs, CO

- Role: Fundamental Commissioning
- Size: 13,500 sf

University of Colorado Denver North Classroom, Denver, CO

- Role: Fundamental and Enhanced Commissioning
- Size: 150,000 sf

Auraria Higher Education Campus Library Renovation, Denver, CO

- Role: Fundamental and Enhanced Commissioning
- Size: 185,000 sf

University of Iowa Visual Arts Building, Iowa City, IA

- Role: Commissioning Coordinator
- Size: 127,000 sf

University of Iowa Elizabeth Catlett Residence Hall, Iowa City, IA

- Role: Commissioning Coordinator
- Size: 303,000 sf

Edgewood College Sonderegger Science Center, Madison, WI

- Role: Retrocommissioning
- Size: 82,000 sf

Saint Norbert College Gehl-Mulva Science Center

- Role: Measurement & Verification
- Size: 160,000 sf

K-12 Schools

Hudson High School, Hudson, WI

- Role: Energy Modeling and Daylighting Analysis
- Size: 250,000 sf

Muskego School District Middle School, Muskego, WI

- Role: Energy Modeling
- Size: 120,000 sf

Fort Atkinson Luther Elementary, Fort Atkinson, WI

- Role: Energy Audit
- Size: 84,400 sf