

Regular Board of Education Meeting

Wednesday, August 14, 2024

6:00 PM

High School Computer Lab Room 204

358 North 6th Street

Tecumseh, NE 68450

1. Call to Order and Roll Call
2. Consent Agenda
 - 2.1. Approval of Regular Meeting Minutes and the Board Retreat Minutes
 - 2.2. Approval of the Claims for Payment and Financial Report
3. Public Comment
4. Administrator Reports
 - 4.1. HS Principal Report
 - 4.2. MS Principal Report
 - 4.3. Activities Director Report
5. Superintendent's Report
6. Future Dates
 - 6.1. NASB Area Meeting - September 11, Nebraska City
 - 6.2. NASB Labor Relations Conference - October 2-3, Lincoln
 - 6.3. NASB State Education Conference - November 20-22, Omaha CHI Center
7. Regular Agenda-Business
 - 7.1. Policy Updates - Discuss, consider and take any necessary action in regard to policy updates and/or new policies for JCC policies 4044, 4045, 5031, 5032, 6021 and 6025.
 - 7.2. Future Building Project - Discuss, consider and take any necessary action in regard to the purchase of land for future building projects.
 - 7.3. District Assessment Data
 - 7.3.1. ACT - District scores on 2023-2024 State contracted ACT and overall data.
 - 7.3.2. NWEA - Review of district 2023-2025 NWEA (Northwest Evaluation Association) MAP (Measures of Academic Progress) scores.
8. Next Meeting
9. Adjournment

**JOHNSON COUNTY SCHOOL DISTRICT NO. 0050
JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING**

July 10, 2024
6:00 pm

Members Present: Arlin Beethe, Justin Beethe, Bob Hutt, Gail Hutt, Kim Wellensiek

Absent: Rebecca Plager

Also Present: Jon H. Rother, Superintendent; Laurie Badertscher, Recording Secretary; Rich Bacon, PreK /4-8 Principal; Rick Lester, High School Principal; Garret Collin, Activities Director.

The Johnson County School District No. 0050 Board of Education met in regular session at 6:00 p.m., Wednesday July 10, 2024 in the high school room 204, Tecumseh, Nebraska. A current copy of the agenda was available for inspection in the office of the Superintendent prior to the meeting. The notice of meeting and agenda was posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. Notice of the meeting was also published in the Tecumseh Chieftain.

President Kim Wellensiek called the meeting to order at 6:00 p.m. and opened the meeting by announcing that the Open Meetings Act rules were posted. Roll call was taken. Arlin Beethe-present, Justin Beethe-present, Bob Hutt-present, Gail Hutt-present, Plager-absent, Wellensiek-present.

A motion was made by Bob Hutt and seconded by Arlin Beethe to approve the June, 2024, regular Board of Education Meeting Minutes as presented. Roll call vote: Arlin Beethe-yes, Justin Beethe-yes, Bob Hutt-yes, Gail Hutt-yes, Plager-absent, Wellensiek-yes Carried 5-0.

A motion was made by Bob Hutt and seconded by Justin Beethe to approve the July 2024, financial report and General Fund claims for payment in the amount of \$1,012,915.58, the Qualified Purpose Undertaking Fund in the amount of \$745.26 and the Building Fund in the amount of \$192,268.46 as presented. Roll Call vote: Justin Beethe -yes, Bob Hutt-yes, Gail Hutt-yes, Plager-absent, Wellensiek-yes, Arlin Beethe-yes, Carried 5-0

PUBLIC COMMENT- None

PRINCIPALS' REPORTS

Principal, Lester reported on summer school and provided a draft agenda for teacher workdays. Principal Bacon provided a copy of the 2024-2025 class schedule. The Middle School Walk-Through is scheduled for Wednesday August 7, at 6:00. Mr. Bacon will be attending Administrator Days in July.

ACTIVITIES DIRECTOR REPORT

- Summer Weight Room closes Friday August 2nd

- Fall practice begins August 12th
- Baseball discussed

SUPERINTENDENT REPORT

Superintendent Rother provided information on the following:

- Remind communication platform will be used.
- Outdoor tables will be purchased
- Playground considerations
- Scoreboard progress
- Commercial property purchase
- Elementary Library moved to 2nd floor.
- Summer School

FUTURE DATES

- ALICAP Summer Workshop-July 12th, Lincoln
- Board Candidate Workshop (NASB)- July 16th, Milford
- Board of Education Retreat- August 1, 2024, 8:00 a.m. @ KSB School Law, Lincoln, NE.
- NASB Area Membership Meeting- September 11th, Nebraska City

REGULAR AGENDA BUSINESS

A motion was made by Arlin Beethe and second by Gail Hutt to approve the Student Teacher Agreement of Anna Koehler for the first semester of 2024-2025. Roll Call vote: Bob Hutt-yes, Gail Hutt-yes, Plager-absent, Wellensiek-yes, Arlin Beethe-yes, Justin Beethe Carried 5-0

A motion was made by Bob Hutt and second by Justin Beethe to approve the changes and new policies for Johnson County Central as presented. **Policy 2006**- Complaint Procedure; **Policy 2008**-Meetings; **Policy 2009**- Public Participation at Board Meetings; **Policy 3003** – Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds; **Policy 3004.1**- Fiscal Management for Purchasing and Procurement Using Federal Funds; **Policy 3011**- Deleted; **Policy 3017**- Press Releases; **Policy 3032**- Copying Fees for School District Records; **Policy 3033**- Deleted; **Policy 3053**- Nondiscrimination; **Policy 3057**- Title IX; **Policy 3059**- Audio and Video Recording; **Policy 3060**- Firearms and Weapons; **Policy 4011**- Family Medical Leave Act; **Policy 4053**- Conflict of Interest; **Policy 5001**- Compulsory Attendance and Excessive Absenteeism; **Policy 5004**- Option Enrollment; **Policy 5005**- Option Transportation; **Policy 5008**- Pregnant or Parenting Students; **Policy 5035**- Student Discipline; **Policy 5049**- Delete; **Policy 5052**- School Wellness; **Policy 6025**- Student Cell Phone and Other Electronic Devices; **Policy 6031**- Emergency Exclusion; **Policy 6036**- Reading Instruction and Intervention Services; **Policy 6039**- Repeat of Grade at Parent-Guardian Request; **Policy 6040**- Prekindergarten (Preschool or Early Childhood) Program (Delete); **Policy 6041**- Malcolm X Day

Education; **Policy 6042**- Projection Maps; **Policy 6043**- Mapping Data. Roll Call vote: Gail Hutt-yes, Plager-absent, Wellensiek-yes, Arlin Beethe-yes, Justin Beethe, Bob Hutt-yes Carried 5-0.

The following policies were reviewed: **Policy 3040**- School Safety and Security; **Policy 4031**- Evaluation of Probationary Certified Employees; **Policy 5018**- Parent and Guardian Involvement in Education Practices; **Policy 5045**- Student Fees; **Policy 5054** Student Bullying; **Policy 5057**- District Title I Parent and Family Engagement Policy.

A motion was made by Gail Hutt and second by Arlin Beethe to approve the 2024-2025 School year breakfast and lunch prices as follows: Student breakfast \$2.25 and student lunch \$3.50. Roll Call vote: Plager-absent, Wellensiek-yes, Arlin Beethe-yes, Justin Beethe-yes, Bob Hutt-yes, Gail Hutt-yes Carried 5-0.

A motion was made by Arlin Beethe and second by Justin Beethe to approve the 2024-2025 Nebraska Rural Community School Association membership renewal. Roll Call vote: Wellensiek-yes, Arlin Beethe-yes, Justin Beethe-yes, Bob Hutt-yes, Gail Hutt-yes, Plager-absent, Carried 5-0.

Discussion was held regarding the 2024-2025 propane bids. A motion was made by Arlin Beethe and second by Bob Hutt to accept the bid from Gottula Propane in the amount of \$2.24 per gallon for 35,000 gallons. Roll Call vote: Wellensiek-yes, Arlin Beethe-yes, Justin Beethe-yes, Bob Hutt-yes, Gail Hutt-yes, Plager-absent, Carried 5-0.

A motion was made by Gail Hutt and second by Justin Beethe to approve the 2024-2025 Staff, Activity, Student, Preschool and Transportation Handbooks as presented. Roll Call vote: Arlin Beethe-yes, Justin Beethe-yes, Bob Hutt-yes, Gail Hutt-yes, Plager-absent, Wellensiek-yes, Carried 5-0.

Discussion was held regarding a future building project for Johnson County Central Public Schools.

A discussion was held regarding the possible purchase of a commercial property.

A motion was made by Justin Beethe and second by Bob Hutt to adjourn the meeting. Roll call vote: Justin Beethe-yes, Bob Hutt-yes, Gail Hutt-yes, Plager-yes, Wellensiek-yes, Arlin Beethe-yes. Carried 5-0

Meeting adjourned at 7:28 a.m.

A Board of Education Retreat will be held at KSB School Law, Cornhusker Plaza 301 S 13th St Unit 210, Lincoln, NE 68508. August 1, 2024 at 8:00 a.m. The next regularly scheduled meeting will be held in the high school room 204 in Tecumseh, Nebraska at 6:00 p.m. Wednesday August 14, 2024. The notice of meeting will be published in the Tecumseh Chieftain. The agenda will be posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. A current copy of the agenda will be available for inspection in the office of the Superintendent prior to the meeting.

**JOHNSON COUNTY SCHOOL DISTRICT NO. 0050
JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS
BOARD OF EDUCATION
Board Retreat
August 1, 2024
KSB School Law Firm**

Members Present: Arlin Beethe, Justin Beethe, Gail Hutt, Kim Wellensiek

Also Present: Jon H. Rother, Superintendent; Laurie Badertscher Recording Secretary; Rick

Absent: Bob Hutt and Rebecca Plager

Seven Visitors

The Johnson County School District No. 0050 Board of Education met in a special session at 8:00 a.m. Thursday August 1, 2024, at KSB School Law Firm, 206 S. 13th St., Suite 1100, Lincoln, NE 68502 A current copy of the agenda was available for inspection in the office of the Superintendent prior to the meeting. The notice of the meeting and agenda was posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. Notice of the meeting was also published in the Tecumseh Chieftain.

President, Kim Wellensiek called the meeting to order at 8:00 a.m. and opened the meeting by announcing that the Open Meetings Act rules were posted. Roll call was taken. Arlin Beethe-present, Justin Beethe-present, Bob Hutt-absent, Gail Hutt-present, Plager-absent, Wellensiek-present.

Superintendent Rother welcomed all present and reviewed the purpose of the Board of Education Retreat.

Coady Pruett of KSB School Law, addressed the Board of Education and allowed an opportunity for questions and answers.

Representatives from the DLR Group were present. Information was provided regarding a public opinion data collection that the firm could help facilitate. This collection would provide data pre-bond, for a building project. Board members asked questions regarding services that could be rendered by the DLR Group.

Tim Ripp and Steve Miller of Clark & Enersen Architecture firm were present and shared ideas with the Board of Education. Facilities consultant, Russ Koch discussed facility options as well. It was suggested that a facilities repair list be developed to include priority items needing to be addressed in the near future.

The Board of Education set the following goals for the 2024-2025 school year:

- Continue to pursue a bond building project.
- Monitor the operations of the 4-day school week.
- Purchase land for future construction.
- Administrative organization

Superintendent Rother led a discussion and provided a preview of the 2024-2025 budget. Discussion was held.

A motion was made by Arlin Beethe and second by Justin Beethe to adjourn the meeting. Roll call vote: Arlin Beethe-yes, Justin Beethe-yes, Bob Hutt-absent, Gail Hutt-yes, Rebecca Plager-absent, Kim Wellensiek-yes. Carried 4-0.

Meeting adjourned at 11:06 a.m.

The next regularly scheduled meeting will be held in the High School cafeteria in Tecumseh, Nebraska at 6:00 p.m., Wednesday, August 14, 2024. The notice of meeting will be published in the Tecumseh Chieftain. The agenda will be posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. A current copy of the agenda will be available for inspection in the office of the Superintendent prior to the meeting.

JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS
STATEMENT OF ACCOUNTS
2023-2024

GENERAL FUND
American National Bank
Account # 1055931

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
February-23	1,072,646.80	707,324.59	719,937.64	0.00	1,085,259.85
March-23	1,085,259.85	759,857.14	376,881.58	0.00	702,284.29
April-23	702,284.29	752,507.48	725,139.60	0.00	674,916.41
May-23	674,916.41	744,465.39	2,139,950.64	0.00	2,070,401.66
June-23	2,070,401.66	924,034.21	406,371.82	0.00	1,552,739.27
July-23	1,552,739.27	679,422.43	99,238.12	0.00	972,554.96
August-23	972,548.96	760,812.46	355,427.15	0.00	567,163.65
September-23	567,163.65	1,500,135.77	1,732,254.07	0.00	799,281.95
October-23	799,281.95	812,973.20	318,774.75	0.00	305,083.50
November-23	305,083.50	810,296.73	701,379.02	0.00	196,165.79
December-23	196,165.79	785,112.77	1,298,573.17	0.00	709,626.19
January-24	709,626.19	789,695.57	1,464,732.07	0.00	1,384,662.69
February-24	1,384,662.69	713,808.74	823,180.74	0.00	1,494,034.69
March-24	1,494,034.69	804,269.81	416,555.07	0.00	1,106,319.95
April-24	1,106,319.95	792,575.35	788,096.12	0.00	1,101,840.72
May-24	1,101,840.72	801,910.23	2,196,239.17	0.00	2,496,169.66
June-24	2,496,169.66	855,297.08	535,280.14	0.00	2,176,152.72
July-24	2,176,152.72	1,013,141.60	142,488.45	0.00	1,305,499.57
			After loan is paid		
	Owe Bldgs Fund	121,550.00			1,183,949.57

IMPREST ACCOUNT
American National Bank
Account #4084077

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
February-23	3,256.78	766.03	0.00	0.00	2,490.75
March-23	2,490.75	941.28	2,104.21	0.00	3,653.68
April-23	3,653.68	768.66	941.28	0.00	3,826.30
May-23	3,826.30	1193.1	769.66	0.00	3,402.86
June-23	3,402.86	520.82	0.00	0.00	2,882.04
July-23	2,882.04	1168	2,939.10	0.00	4,653.14
August-23	4,653.14	950.01	764.51	0.00	4,467.64
September-23	4,467.64	746.51	953.50	0.00	4,674.63
October-23	4,674.63	195.94	560.45	0.00	5,039.14
November-23	5,039.14	512.35	0.00	0.00	4,526.79
December-23	4,526.79	461.14	0.00	0.00	4,065.65
January-24	4,065.65	165.68	0.00	0.00	3,899.97
February-24	3,899.97	784.52	1,533.99	0.00	4,649.44
March-24	4,649.44	362.82	784.52	0.00	5,071.14
April-24	5,071.14	620.82	0.00	0.00	4,450.32

May-24	4,450.32	567.03	100.00	0.00	3,983.29
June-24	3,983.29	265.00	0.00	0.00	3,718.29
July-24	3,718.29	495.19	0.00	0.00	3,223.10

BUILDING FUND
American National Bank
Account MM #50000119

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
February-23	993,810.53	15,268.24	47,010.12	749.88	1,026,302.29
March-23	1,026,302.29	0.00	11,678.44	928.76	1,038,909.49
April-23	1,038,909.49	0.00	57,396.39	819.83	1,097,125.71
May-23	1,097,125.71	0.00	185,165.44	1035.73	1,283,326.88
June-23	1,283,326.88	0.00	23,680.45	1131.56	1,308,138.89
July-23	1,308,138.89	0.00	5,822.13	1441.47	1,315,402.49
August-23	1,315,402.49	10,204.21	19,320.94	2643.50	1,327,162.72
September-23	1,327,162.72	72,795.00	148,711.51	3551.47	1,406,630.70
October-23	1,406,630.70	35,173.78	13,621.47	3445.32	1,388,523.71
November-23	1,388,523.71	214,549.58	3,903.90	3112.88	1,180,990.91
December-23	1,180,990.91	7,775.02	54,657.73	3057.01	1,230,930.63
January-24	1,230,930.63	0.00	171,421.47	4323.79	1,406,675.89
February-24	1,406,675.89	13,338.00	82,945.75	5350.84	1,481,634.48
March-24	1,481,634.48	2,954.50	24,040.62	5939.23	1,508,659.83
April-24	1,508,659.83	16,000.00	90,298.44	5935.81	1,588,894.08
May-23	1,588,894.08	0.00	316,842.14	7679.99	1,913,416.21
June-24	1,913,416.21	145,295.00	38,261.03	6879.85	1,813,262.09
July-24	1,813,262.09	46,973.46	216,523.50	7476.58	1,990,288.71

As of Nov 2023 owe
Bldg Fund 200,000.00
+ 121,550 ESSER

After loan
repaid **2,111,838.71**

BOND FUND
American National Bank
Account MM #3188887

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
February-23	16,925.22	0.00	0.00	2.99	16,928.21
March-23	16,928.21	0.00	0.00	3.51	16,931.72
April-23	16,931.72	0.00	0.00	2.99	16,934.71
May-23	16,934.71	0.00	0.00	3.30	16,938.01
June-23	16,938.01	0.00	0.00	3.42	16,941.43
July-23	16,941.43	0.00	0.00	3.09	16,944.52
August-23	16,944.52	0.00	0.00	3.30	16,947.82
September-23	16,947.82	0.00	0.00	3.31	16,951.13
October-23	16,951.13	0.00	0.00	3.20	16,954.33
November-23	16,954.33	0.00	0.00	3.20	16,957.53
December-23	16,957.53	0.00	0.00	3.31	16,960.84
January-24	16,960.84	0.00	0.00	3.31	16,964.15
February-24	16,964.15	0.00	0.00	3.10	16,967.25
March-24	16,967.25	0.00	0.00	3.31	16,970.56

April-24	16,970.56	0.00	0.00	47.85	17,018.41
May-24	17,018.41	0.00	0.00	74.49	17,092.90
June-24	17,092.90	0.00	0.00	63.48	17,156.38
July-24	17,156.38	0.00	0.00	70.54	17,226.92

QUAL CAP PURP

**American National Bank
Savings Account #7005153**

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
February-23	10,762.04	0.00	0.00	0.42	10,762.46
March-23	10,762.46	0.00	0.00	0.48	10,762.94
April-23	10,762.94	0.00	0.00	0.41	10,763.35
May-23	10,763.35	0.00	0.00	0.46	10,763.81
June-23	10,763.81	0.00	0.00	0.47	10,764.28
July-23	10,764.28	0.00	0.00	0.43	10,764.71
August-23	10,764.71	0.00	0.00	0.46	10,765.17
Septmeber-23	10,765.17	0.00	0.00	0.45	10,765.62
October-23	10,765.62	0.00	0.00	0.45	10,766.07
November-23	10,766.07	0.00	0.00	0.44	10,766.51
December-23	10,766.51	0.00	10,762.54	0.63	21,529.68
January-24	21,529.68	0.00	36,763.52	1.77	58,294.97
February-24	58,294.97	0.00	17,016.92	2.66	75,314.55
March-24	75,314.55	0.00	4,885.41	3.32	80,203.28
April-24	80,203.28	0.00	19,749.36	259.46	100,212.10
May-24	100,212.10	0.00	69,580.36	655.99	170,448.45
June-24	170,448.45	300.00	8,406.54	653.12	179,208.11
July-24	179,208.11	745.26	1,511.41	738.50	180,712.76

DEPRECIATION FUND

**American National Bank
Account MM #50000107**

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
February-23	4,444.58	0.00	0	0.79	4,445.37
March-23	4,445.37	0.00	0	0.92	4,446.29
April-23	4,446.29	0.00	0	0.78	4,447.07
May-23	4,447.07	0.00	0	0.87	4,447.94
June-23	4,447.94	0.00	0	0.90	4,448.84
July-23	4448.84	0.00	0	0.81	4449.65
August-23	4449.65	0.00	0	0.87	4450.52
September-23	4450.52	0	0	0.87	4451.39
October-23	4451.39	0	0	0.84	4452.23
November-23	4452.23	0	0	0.84	4453.07
December-23	4453.07	0	0	0.87	4453.94
January-24	4453.94	0	0	0.87	4454.81
February-24	4454.81	0	0	0.81	4455.62
March-24	4455.62	0	0	0.87	4456.49
April-24	4456.49	0	0	12.57	4469.06
May-24	4469.06	0	0	19.56	4488.62

June-24	4488.62	0	0	16.67	4505.29
July-24	4505.29	0	0	18.52	4523.81

EMPLOYEE BENEFIT FUND

Savings Account #70005160

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
February-23	497.90	0	0	0.02	497.92
March-23	497.92	0	0	0.02	497.94
April-23	497.94	0	0	0.02	497.96
May-23	497.96	0	0	0.02	497.98
June-23	497.98	0	0	0.03	498.01
July-23	498.01	0	0	0.02	498.03
August-23	498.03	0	0	0.02	498.05
Septmeber-23	498.05	0	0	0.02	498.07
October-23	498.07	0	0	0.02	498.09
November-23	498.09	0	0	0.02	498.11
December-23	498.11	0	0	0.02	498.13
January-24	498.13	0	0	0.02	498.15
Februrary-24	498.15	0	0	0.02	498.17
March-24	498.17	0	0	0.02	498.19
April-24	498.19	0	0	1.38	499.57
May-24	499.57	0	0	2.19	501.76
June-24	501.76	0	0	1.86	503.62
July-24	503.62	0	0	2.07	505.69

CONTINGENCY FUND

American National Bank

Savings Account #7005174

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
Februrary-23	2771.65	0	3.56	0.11	2,775.32
March-23	2775.32	0	4.25	0.12	2,779.69
April-23	2779.69	0	2.53	0.11	2,782.33
May-23	2782.33	0	3.45	0.12	2,785.90
June-23	2785.9	0	3.56	0.12	2,789.58
July-23	2789.58	0	3.45	0.11	2,793.14
August-23	2793.14	0	3.56	0.12	2,796.82
September-23	2796.82	0	3.56	0.12	2,800.50
October-23	2800.5	0	3.45	0.11	2,804.06
November-23	2804.06	0	3.56	0.12	2,807.74
December-23	2807.74	0	3.45	0.12	2,811.31
January-24	2811.31	0	3.56	0.12	2,814.99
February-24	2814.99	0	3.56	0.11	2,818.66
March-24	2818.66	0	4.36	0.12	2,823.14
April-24	2823.14	0	2.53	7.83	2,833.50
May-24	2833.5	0	68.38	12.59	2,914.47
June-24	2914.47	0	0	10.82	2,925.29
July-24	2925.29	0	80.21	12.14	3,017.64

CD #0011200272ГFB 12,000(3/10/2024)

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
A STREET AUTO PARTS	593895/594297/595131	10450	91.42
01 2650 610 000	LIGHT FOR TRAILER		13.36
01 2650 610 000	BATTERY FOR LAWN MOWER		66.09
01 2650 610 000	OLD CORE RETURNED		(9.00)
01 2730 610 000	SHOP TOWELS/ OIL		20.97
Total A STREET AUTO PARTS			91.42
ACCESS ELEVATOR INC	36204	10451	1,051.00
01 2620 340 001	HS ELEVATOR INSPECTION X 3		653.25
01 2620 340 003	ELEM ELEV. INSPECTION / REPAIR		397.75
Total ACCESS ELEVATOR INC			1,051.00
ADKINS SIGNS	97585	10452	173.00
01 1100 610 002	TEACHER BANNERS		43.25
01 1100 610 003	TEACHER BANNERS		86.50
01 1100 610 004	TEACHER BANNERS		43.25
Total ADKINS SIGNS			173.00
Andre Rautenbach	10063024/ 10073124	10453	1,290.00
01 2630 420 001	JUNE AND JULY MOWING AND TRIMMING / FERT		645.00
01 2630 420 002	JUNE AND JULY MOWING AND TRIMMING / FERT		645.00
Total Andre Rautenbach			1,290.00
APPLE FINANCIAL SERVICES	41606	10454	60,116.88
01 6998 650 001	APPLE IPADS EQUIPMENT ANNUAL PYMNT		30,058.44
01 6998 650 002	APPLE IPADS EQUIPMENT ANNUAL PYMNT		30,058.44
Total APPLE FINANCIAL SERVICES			60,116.88
AUBURN NEWSPAPER	46641	10455	905.25
01 2510 610 001	FORMS		226.31
01 2510 610 002	FORMS		226.31
01 2510 610 003	FORMS		226.31
01 2510 610 004	FORMS		226.32
Total AUBURN NEWSPAPER			905.25
AWARDS UNLIMITED INC.	207606	10456	85.06
01 1100 610 003	NAME PLATES FOR DIRECTORY ELEM TEC		85.06
Total AWARDS UNLIMITED INC.			85.06
BLICK ART MATERIALS	3355339	10457	226.11
01 1100 610 001	HS ART SUPPLIES/ WIRE, STICKS/ BRUSHES		226.11
Total BLICK ART MATERIALS			226.11
BLUE VALLEY DOOR INC	41660	10458	1,615.00
01 2620 340 002	GARAGE DOOR OPENER REPAIR COOK SITE		807.50

Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 2620 340 004	GARAGE DOOR OPENER REPAIR COOK SITE		807.50
Total BLUE VALLEY DOOR INC			<u>1,615.00</u>
Bob's Small Engines	24 2136	10459	38.50
01 2710 610 000	BUS FILTER/ OIL		38.50
Total Bob's Small Engines			<u>38.50</u>
BRINKMAN BROTHERS INC	6029225/1	10460	73.78
01 2710 431 000	EXPEDITION OIL CHANGE		73.78
Total BRINKMAN BROTHERS INC			<u>73.78</u>
C.C.IMEX DBA EMBI TEC	45641	10461	2,326.00
01 3551 610 001	AG SCIENCE/ MINIONE ELECTROPH. SYS. CTE\$		2,326.00
Total C.C.IMEX DBA EMBI TEC			<u>2,326.00</u>
Charter Communications	152014301080124	10462	62.12
01 2223 530 000	CABLE SERVICES		62.12
Total Charter Communications			<u>62.12</u>
CITY OF TECUMSEH-UTILITIES	aug 2024	10463	3,424.99
01 2610 410 001	WT/SW TEC SITE		176.65
01 2610 621 001	ELEC TEC SITE		1,535.84
01 2610 410 003	WT/SW TEC SITE		176.66
01 2610 621 003	ELEC TEC SITE		1,535.84
Total CITY OF TECUMSEH-UTILITIES			<u>3,424.99</u>
COMPLETE CHIROPRACTIC AND WELLNESS CENTER	6377	10464	80.00
01 2710 340 000	CDL PHYSICAL KEN MANDL		80.00
Total COMPLETE CHIROPRACTIC AND WELLNESS CENTER			<u>80.00</u>
CORNERSTONES OF CARE	191698	10465	800.00
01 2213 330 003	BIST TRAINING		400.00
01 2213 330 004	BIST TRAINING		400.00
Total CORNERSTONES OF CARE			<u>800.00</u>
CORNHUSKER INTERNATIONAL	3399962	10466	563.12
01 2710 610 000	BUS GLASS KIT/ RESISTER, CONTROLLER		690.67
01 2710 610 000	BUS SUPPLIES CREDIT		(127.55)
Total CORNHUSKER INTERNATIONAL			<u>563.12</u>
CRISIS PREVENTION INSTITUTE	NAIN-091313	10467	3,898.00
01 2213 330 001	CPI TRAINING		974.50
01 2213 330 002	CPI TRAINING		974.50
01 2213 330 003	CPI TRAINING		974.50
01 2213 330 004	CPI TRAINING		974.50
Total CRISIS PREVENTION INSTITUTE			<u>3,898.00</u>
CROUCH RECREATION, INC	5272B	10468	9,236.50
01 2680 734 001	1/2 PAYMENT FOR SHOT CLOCKS		4,618.25

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 2680 734 002	1/2 PAYMENT FOR SHOT CLOCKS		4,618.25
Total CROUCH RECREATION, INC			9,236.50
CULLIGAN OF PERCIVAL	21194	10469	213.60
01 2610 440 001	WATER SOFTNER RENTAL		106.80
01 2610 440 003	WAATER SOFTNER RENTAL		106.80
Total CULLIGAN OF PERCIVAL			213.60
DAS State Accounting -Central Finance	1425902	10470	828.13
01 2230 382 001	INTERNET/DL SERVICES X 3 MO		207.03
01 2230 382 002	INTERNET/DL SERVICES X 3 MO		207.03
01 2230 382 003	INTERNET/DL SERVICES X 3 MO		207.03
01 2230 382 004	INTERNET/DL SERVICES X 3 MO		207.04
Total DAS State Accounting -Central Finance			828.13
Diode Technologies	13375	10471	330.00
01 2670 431 001	HS DOOR MAGLOCK REPAIR		330.00
Total Diode Technologies			330.00
Doug Daily	9442	10472	432.25
01 2620 431 001	COOK SITE DRAIN/ DISHWASH DRAIN/URINALTE		327.25
01 2620 431 002	DRAIN CLEANING COOK SITE		52.50
01 2620 431 004	DRAIN CLEANING COOK SITE		52.50
Total Doug Daily			432.25
ELECTRONIC CONTR. CO.	60163	10473	551.25
01 2620 340 002	CHANGED BELL SYSTEM SCHEDULE COOK SITE		275.62
01 2620 340 004	CHANGED BELL SYSTEM SCHEDULE COOK SITE		275.63
ELECTRONIC CONTR. CO.	61118	10473	472.50
01 2670 431 002	FIRE ALARM REPAIR COOK SITE		236.25
01 2670 431 004	FIRE ALARM REPAIR COOK SITE		236.25
Total ELECTRONIC CONTR. CO.			1,023.75
ESU #4	10814	10474	2,610.50
01 2213 330 003	STAFF DEV. NEWISH TEACHER / ES/ AK		60.00
01 1200 330 000	KLING, SHUSTER, JUILFS		90.00
01 6408 591 004	0-2 SPEECH SERVICES		2,460.50
Total ESU #4			2,610.50
ESU 6	07012024	10475	128.58
01 2230 591 001	TECH HOSTED SERVICES		32.14
01 2230 591 002	TECH HOSTED SERVICES		32.14
01 2230 591 003	TECH HOSTED SERVICES		32.15
01 2230 591 004	TECH HOSTED SERVICES		32.15
Total ESU 6			128.58
FIRST CONCORD GROUP	AUG 2024	10476	114.00
01 2510 340 000	125 PLAN MONTHLY FEES		114.00
Total FIRST CONCORD GROUP			114.00

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
GARTNER TRANSPORT INC. 01 2730 431 000	10365 BUS #23 SERVICED	10477	547.52 547.52
GARTNER TRANSPORT INC. 01 2730 431 000	10405 BUS #24 PARTS AND OIL CHANGE	10477	852.11 852.11
Total GARTNER TRANSPORT INC.			1,399.63
Generation Genius Inc 01 1100 643 004	GG228243-R2 4TH GRADE ON LINE SCIENCE CURRICULUM	10478	175.00 175.00
Total Generation Genius Inc			175.00
GRAINGER	9197854194	10479	6,196.72
01 2620 610 001	PAPER PRODUCTS/ BALLASTS		651.82
01 2620 610 002	PAPER PRODUCTS/ BALLASTS		651.83
01 2620 610 003	PAPER PRODUCTS/BALLASTS		651.83
01 2620 610 004	PAPER PRODUCTS/BALLASTS		651.83
01 2620 610 001	FLOOR FINISH , CONTROL STOPS		370.24
01 2620 610 002	FLOOR FINISH , CONTROL STOPS		370.25
01 2620 610 003	FLOOR FINISH , CONTROL STOPS		370.25
01 2620 610 004	FLOOR FINISH , CONTROL STOPS		370.25
01 2620 610 001	FLOOR COATING /SUPPLYLINES/ FAUCETS		324.85
01 2620 610 002	FLOOR COATING /SUPPLYLINES/ FAUCETS		324.85
01 2620 610 003	FLOOR COATING /SUPPLYLINES/ FAUCETS		324.85
01 2620 610 004	FLOOR COATING /SUPPLYLINES/ FAUCETS		324.85
01 2610 610 001	AIR FILTERS		144.94
01 2610 610 002	AIR FILTERS		144.95
01 2610 610 003	AIR FILTERS		144.95
01 2610 610 004	AIR FILTERS		144.94
01 2620 610 001	SANDING PADS		51.88
01 2620 610 002	SANDING PADS		51.88
01 2620 610 003	SANDING PADS		51.89
01 2620 610 004	SANDING PADS		51.88
01 2620 610 001	FLOOR COATING SLEEVE		5.42
01 2620 610 002	FLOOR COATING SLEEVE		5.43
01 2620 610 003	FLOOR COATING SLEEVE		5.43
01 2620 610 004	FLOOR COATING SLEEVE		5.43
Total GRAINGER			6,196.72
HAUG COMMUNICATIONS INC 01 2710 890 000	DH-MO-0724-555 BUS RADIO TOWER RENTAL	10480	325.70 325.70
Total HAUG COMMUNICATIONS INC			325.70
HOMETOWN LEASING	25	10481	2,043.19
01 1100 550 001	COPIER LEASE		510.80
01 1100 550 002	COPIER LEASE		510.79
01 1100 550 003	COPIER LEASE		510.80
01 1100 550 004	COPIER LEASE		510.80
Total HOMETOWN LEASING			2,043.19
IMPREST ACCT 01 2560 531 000	082024 APRIL NEWSLETTER	10482	2,348.04 362.82

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 3400 580 003	ROSE THEATER 1ST GRADE		157.00
01 2610 441 000	ST ANDREW BLDG RENTAL TITLE I		1.00
01 2560 531 000	PSTG TEC SITE		231.03
01 2310 580 000	NE SCHOOLMASTERS CLUB		336.00
01 1300 890 001	REIMB. GERARDO BECERRA NO DR.ED		250.00
01 2710 810 000	SUBURBAN LICENSE FEES		15.00
01 2560 531 000	PSTG FOR COOK SITE		188.10
01 2620 340 000	RULE 10 FACILITIES REPOR - NAVRATIL, KEN		500.00
01 2560 531 000	PSTG. HS MAILING		307.09
Total IMPREST ACCT			2,348.04
INNOVATIVE PROTECTIVES INC	4583322/4582796	10483	1,150.45
01 1100 610 001	HS FOLDERS, ENVELOPES, PENS BATTERIES ET		310.40
01 1100 610 003	ELEM FOLDERS, ENVELOPES, PENS, BATT ETC		310.40
01 1100 610 002	MS RUBBERBANDS/ ENVELOPES, CAL. TAG BDET		264.82
01 1100 610 004	EC RUBBERBANDS/ ENVELOPES, CAL. TAG BDET		264.83
Total INNOVATIVE PROTECTIVES INC			1,150.45
JCC LUNCH FUND	242123	10484	60,000.00
01 8000 912 000	TRANSFER FROM LUNCH FUND TO GENERAL FUND		60,000.00
Total JCC LUNCH FUND			60,000.00
JOHNSON COUNTY HOSPITAL	082024	10485	558.02
01 6408 340 004	0-2 PT SERVICES		76.83
01 2161 340 003	ELEM TEC OT SERVICES		74.52
01 2161 340 003	ELEM TEC OT SERVICES		189.54
01 6408 340 004	0-2 PT SERIVCES		217.13
Total JOHNSON COUNTY HOSPITAL			558.02
JOHNSON COUNTY ROAD DEPT.	082024	10486	1,473.23
01 2710 626 000	BUS/VAN GAS 2.899		1,060.58
01 2710 626 000	BUS/VAN DIESEL		412.65
Total JOHNSON COUNTY ROAD DEPT.			1,473.23
JUSTIN CASPERS	0670	10487	650.00
01 2630 420 001	TRIMMED TREE IN FRONT OF TEC. SITE		325.00
01 2630 420 003	TRIMMED TREE IN FRONT OF TEC. SITE		325.00
Total JUSTIN CASPERS			650.00
KERNER ACE HARDWARE	082024	10488	4,121.86
01 2620 610 000	KEY CUTTING		7.45
01 2620 610 000	PLUMBING SUPPLIES		229.96
01 2620 610 000	DRAIN CLEANER		33.98
01 2620 610 000	SWVL. CASTERS		90.91
01 2620 610 000	HARDWARE		2.48
01 2620 610 000	HARDWARE		1.17
01 2620 610 000	PAINT SUPPLIES / KNOB/CUT WHEEL		110.89

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 2620 610 000	WALL PLATE/ DYNAFLEX		8.38
01 2620 610 000	SEALANT/ TAPE, ADAPTR		49.89
01 2630 610 001	OUTSIDE PAINT FOR WALL		318.74
01 2630 610 003	OUTSIDE PAINT FOR WALL		318.74
01 2620 610 000	GALV. NIPPLE		4.99
01 2620 610 000	PVC/ PRIMER SPRAY		18.18
01 2620 610 000	SPACKL/ PUTTY KNIFE		12.18
01 2620 610 000	TRIM SCREW		13.49
01 2630 610 000	WASP SPRAY		8.59
01 2630 610 000	WEED KILLER/ WASP SPRAY		26.58
01 2630 610 000	PAINT		164.98
01 2630 610 000	PAINT		184.97
01 2620 610 000	PAINT		137.44
01 2620 610 000	OSCILLATING TOOL		126.99
01 2710 610 000	TRAILER COUPLER LOCK		66.97
01 2710 610 000	VEHICLE WIRING KIT		(16.99)
01 2620 610 000	SPRAY PAINT		42.00
01 2630 610 000	WASP KILLER/ MEASURING CUP		26.49
01 2620 610 000	SEALANT / TOOL BAG		73.98
01 2620 610 000	SPRAY PAINT		28.00
01 2620 610 000	WASP KILLER		8.99
01 2620 610 000	HARDWARE MISC		43.97
01 2620 610 000	SHEET METAL		23.98
01 2620 610 000	FLYING INSECT KILLER		19.18
01 2620 610 000	SPRAYPAINT		28.00
01 2620 610 000	FLEX SEAL / KEY CUTTING/ KIY RINGS/		42.31
01 2620 610 000	GLOVES		17.98
01 2620 610 000	BOLTS/ HARDWARE		6.30
01 2640 610 000	CHAINSAW OIL		22.99
01 2620 610 000	VARNISH / PAINT / BRUSH		39.16
01 2620 610 000	TWIST NYLN LINE		12.99
01 2620 610 000	PVC SLIP / THREAD SEAL		125.44
01 2620 610 000	LUMBER		17.98
01 2630 610 000	WEED KILLER		99.99
01 2620 610 000	DUCT TAPE		31.58
01 2620 610 000	HARDWARE MISC		6.99
01 2630 610 000	WEED KILLER		36.99
01 2630 610 000	PIPE SCH/ ADAPTR		4.03
01 2620 610 000	DUCT TAPE		6.59
01 2620 610 000	HARDWARE/ HAMMER BIT/ SEAL		95.54
01 2620 610 000	HARDWARE MISC		8.28
01 2620 610 000	PUTTY KNIFE/ WATERPROOF SEALNT		70.57
01 2620 610 000	PUTTY KNIFE/ COBALT DRILL BIT / SEALNT/		298.42
01 2620 610 000	WATERPROOF SEALNT		59.95
01 2620 610 000	SPRAYPAINT/ LOCK PIN /		26.36
01 2620 610 000	SPACKL/ PUTTY KNIFE		12.38
01 2630 610 000	ROUNUP WEED KILLER		27.99
01 2620 610 000	MOP		23.99
01 2620 610 000	NUTS/ BOLTS/ SCREWS/ GROUT SPONGE, TROWL		61.62
01 2620 610 000	CLAMP/ HARDWARE		5.51
01 2630 610 000	WASP KILLER/ GLUE		25.97
01 2620 610 000	RING SHOWER CURTAIN		21.48
01 2620 610 000	PLUMBING SUPPLIES		137.97

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 2620 610 000	FELT PADS FOR CHAIRS		7.59
01 2630 610 000	CONCRETE PATCH, PUTTY KNIFE, TROWL		192.49
01 2620 610 000	WIRE ROPE CLIP, SOCKET ADAPTER		10.16
01 2620 610 000	CLAMP / FOOR SCRAPER, PTO LOCK		58.22
01 2630 610 000	ROUNDUP/ TRIMMR BLADE		84.96
01 2620 610 000	DRAIN OPENER		9.99
01 2620 610 000	JOINT PLIERS, WIRE BURUSH		27.58
01 2620 610 000	POWER RENTAL		35.00
01 2630 610 000	BLOWOFF DUSTER/ WEED KILLER		132.97
Total KERNER ACE HARDWARE			4,121.86
KSB School Law, PC LLO	16831	10489	885.00
01 2330 317 000	LEGAL SERVICES		885.00
Total KSB School Law, PC LLO			885.00
LA QUINTA INNS AND SUITES	3994	10490	134.95
01 2410 580 002	ADMIN DAYS ROOM RB		67.47
01 2410 580 004	ADMIN DAYS ROOM RB		67.48
Total LA QUINTA INNS AND SUITES			134.95
MASTERCARD	AUGUST 2024	10491	1,591.30
01 1100 610 002	MS SUPPLIES		72.99
01 1100 610 003	CONTAINERS/KDG. MB		61.99
01 6998 610 002	SENSORY ITEMS/ MENTAL HEALTH		587.07
01 1100 610 003	DRY ERASE BRD/CORK BRD/KDG. MB		362.89
01 2620 610 003	GASKET FOR WATER FOUNTAIN ELM TEC		30.77
01 1100 610 002	MS SOAP FOR ART CLASS		39.91
01 6998 610 002	SENSORY ITEMS/ MENTAL HEALTH GRANT		27.31
01 6998 610 002	SENSORY ITEMS/MENTAL HEALTH GRANT		14.38
01 1100 640 001	HS SCIENCE/ CHEM IN THE COMM. TEACH ED		103.52
01 1100 610 003	3RD GRADE/ STOOLS		75.98
01 6998 610 002	SENSORY ITEMS/ MENTAL HEALTH GRANT		35.18
01 1100 610 003	3RD GRADE SUPPLIES		179.31
Total MASTERCARD			1,591.30
MIDLAND UNIVERSITY	24-2173	10492	6,465.00
01 1200 565 001	COLLEGE TUITION/ AMBER BEARD		6,465.00
Total MIDLAND UNIVERSITY			6,465.00
MY CENTRAL SUPPLY	003871	10493	50.56
01 1100 610 002	MS POCKET FOLDERS		25.28
01 1100 610 004	ELEM COOK POCKET FOLDERS		25.28
Total MY CENTRAL SUPPLY			50.56
NATIONAL ART AND SCHOOL SUPPLIES INC	36965/36968	10494	2,251.20
01 1100 610 001	HS MARKERS, STAPLES, LABELS		608.83
01 1100 610 003	ELEM TEC MARKERS, STAPLES, LABELS		608.83
01 1100 610 002	MS MARKERS, PENCILS, STAPLERS,		516.77

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 1100 610 004	TAPE, ELEM COOK MARKERS, PENCILS, STAPLERS, TA		516.77
Total NATIONAL ART AND SCHOOL SUPPLIES INC			2,251.20
OMAHA PUBLIC POWER DIST	082024	10495	6,342.08
01 2610 621 002	ELEC. COOK SITE		3,171.04
01 2610 621 004	ELEC. COOK SITE		3,171.04
Total OMAHA PUBLIC POWER DIST			6,342.08
ONE SOURCE	2022159547	10496	79.00
01 2570 340 000	BACKGROUND CKS TM, RB		79.00
Total ONE SOURCE			79.00
RASMUSSEN MECH. SERV., INC.	srv113729	10497	991.70
01 2610 340 002	REPLACE BLOWER MOTOR COOK LIBRARY		495.85
01 2610 340 004	REPLACE BLOWER MOTOR COOK LIBRARY		495.85
Total RASMUSSEN MECH. SERV., INC.			991.70
Ray Jay Sanitation	AUG 2024	10498	500.00
01 2620 420 001	GARBAGE SERVICE HS		250.00
01 2620 420 003	GARBAGE SERVICE ELEM TEC		250.00
Total Ray Jay Sanitation			500.00
REMIND101,INC	2024-131137	10499	2,750.00
01 2560 643 000	REMIND COMMUNICATION SYSTEM		2,750.00
Total REMIND101,INC			2,750.00
RENAISSANCE LEARNING	INV5335973	10500	17,409.35
01 1100 643 002	AR /STAR MATH SUBSCRIPTIONS		5,803.12
01 1100 643 003	AR /STAR MATH SUBSCRIPTIONS		5,803.12
01 1100 643 004	AR /STAR MATH SUBSCRIPTIONS		5,803.11
Total RENAISSANCE LEARNING			17,409.35
SCHOLASTIC INC	M7481630 7	10501	880.25
01 1190 640 003	SCHOLASTIC MAG. PREK		107.53
01 1100 640 003	KDG SCHOLASTIC		337.84
01 1100 640 003	2ND /3RD GRADE SCHOLASTIC		434.88
Total SCHOLASTIC INC			880.25
SCHOOL MATE	IN000618503	10502	777.20
01 1100 610 002	MS PLANNERS		154.00
01 1100 610 003	3RD GRADE PAANNERS		155.00
01 1100 610 004	4TH ,5TH GRADE PLANNERS		300.70
01 1100 610 003	2ND GRADE PLANNERS		167.50
Total SCHOOL MATE			777.20
SCHOOL SPECIALTY, LLC	208134350206	10503	27.24
01 1100 610 002	BEAKERS MS SCIENCE		27.24
Total SCHOOL SPECIALTY, LLC			27.24

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Scott P. Buss	07242024	10504	151.00
01 2610 340 001	PEST CONTROL SERV HS		41.50
01 2620 340 003	PEST CONTROL SERV ELEM TEC		41.50
01 2620 340 002	PEST CONTROL SERV MS		34.00
01 2620 340 004	PEST CONTROL SERV ELEM COOK		34.00
Total Scott P. Buss			151.00
SENCA SANITATION	AUG 2024	10505	350.00
01 2620 420 002	GARBAGE SERV. MS		175.00
01 2620 420 004	GARBAGE SERV ELEM COOK		175.00
Total SENCA SANITATION			350.00
SIEMENS INDUSTRY, INC.	5331504144	10506	3,703.20
01 2610 431 002	COMPUTER WORK HVAC MS		1,856.60
01 2610 431 004	COMPUTER WORK HVAC ELEM COOK		1,856.60
01 2610 431 002	CREDIT ON ACCOUNT		(10.00)
Total SIEMENS INDUSTRY, INC.			3,703.20
STAPLES ADVANTAGE	6008837063	10507	1,341.52
01 1100 610 003	CREDIT ON ITEM CARDSTOCK		(42.85)
01 1100 610 003	CREDIT ON CARDSTOCK		(8.57)
01 1100 610 002	MS PASTEL PAPER		83.90
01 1100 610 001	HS PAPER CLIPS, BAGGIES, MAR, PAP, ETC		409.84
01 1100 610 003	ELEM TEC PAPER CLIPS, BAGGIES, MAR, PAP,		409.85
01 1100 610 001	HS PAINT / MARKERS		64.50
01 1100 610 003	ELEM TEC PAINT/MARKERS		64.51
01 1100 610 003	INCENTIVE CHARTS ELEM TEC		40.82
01 1100 610 003	SUPER GLUE		15.36
01 1100 610 002	MS STAPLES, MARKERS, BATT.PAPER		119.51
01 1100 610 004	ELEM COOK STAPLES, MARKERS, BATT.PAPER		119.51
01 1100 610 002	MS ART PAPER		65.14
Total STAPLES ADVANTAGE			1,341.52
SUN AUTO TIRE & SERVICE	513701953	10508	30.00
01 2730 431 000	BUS #12 TIRE REPAIR		30.00
Total SUN AUTO TIRE & SERVICE			30.00
TANYA CROTTY	23 834	10509	59.97
01 1100 610 004	4TH , 5TH GR. DRY ERASE POCKETS REIMB		59.97
Total TANYA CROTTY			59.97
TECUMSEH CHIEFTAIN	7111	10510	301.34
01 2310 540 000	LEGALS		301.34
Total TECUMSEH CHIEFTAIN			301.34
UNITED STATES ACADEMIC DECATHLON	2240258	10511	862.20
01 1100 643 001	ACA DECA CURRICULUM		862.20
Total UNITED STATES ACADEMIC DECATHLON			862.20
VERIZON WIRELESS	9969492012	10512	348.59

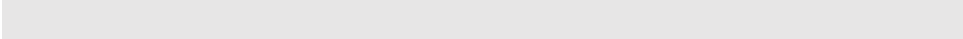
Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 2560 382 000	CELL PHONE SERVICE		213.56
01 1100 734 001	HOT SPOTS		135.03
Total VERIZON WIRELESS			<u>348.59</u>
VILLAGE OF COOK WATER DEPT	08312024	10513	290.64
01 2610 610 002	WT/SW COOK SITE		145.32
01 2610 610 004	WT/SW COOK SITE		145.32
Total VILLAGE OF COOK WATER DEPT			<u>290.64</u>
WATER ENGINEERING INC	1940	10514	235.00
01 2610 431 001	WATER MANAGEMENT SERVICES		58.75
01 2610 431 002	WATER MANAGEMENT SERVICES		58.75
01 2610 431 003	WATER MANAGEMENT SERVICES		58.75
01 2610 431 004	WATER MANAGEMENT SERVICES		58.75
Total WATER ENGINEERING INC			<u>235.00</u>
WESTOVER ROCK & SAND INC	15541	10515	633.74
01 2630 610 001	1" ROCK		158.44
01 2630 610 002	1" ROCK		158.44
01 2630 610 003	1" ROCK		158.43
01 2630 610 004	1" ROCK		158.43
Total WESTOVER ROCK & SAND INC			<u>633.74</u>
WHETSTONE	691477	10516	1,504.90
01 2620 340 001	DISHWASHER INSTALL TEC SITE		752.45
01 2620 340 003	DISHWASHER INSTALL TEC SITE		752.45
Total WHETSTONE			<u>1,504.90</u>
WINDSTREAM	AUG 2024	10517	679.52
01 2560 530 000	TELEPHONE SERVICE		679.52
Total WINDSTREAM			<u>679.52</u>
Fund Number 01			<u>223,805.83</u>
Checking Account ID 1			<u>223,805.83</u>

Johnson County Central Public Schools
49-0050 General Fund Exp. Summary Aug. 2024

JCC Dist. 49-0050 General Fund Expenditures August 2024	\$223,805.83
JCC Dist 49-0050 August 2024 Payroll	<u>\$593,692.14</u>
JCC Dist 49-0050 Aug. 2024 Tot. Expenditures	\$817,497.97

94.04 % of Budget
100% of Year



Building Fund August 2024 Expenditure Total	\$71,006.54
Qualified Capital Purpose Fund August 2024	\$10,800.00

Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Checking Account ID 08	Fund Number 08	Building Fund	
Mark Wusk	785	76	17,163.54
08 4700 450 000	GYM LIGHTS COOK		9,923.53
08 4700 450 000	GYM LIGHTS COOK		6,531.51
08 2610 430 000	POWER FOR SHOT CLOCKS COOK		708.50
Total Mark Wusk			17,163.54
RASMUSSEN MECH. SERV., INC.	JC15232	77	47,143.00
08 2610 430 000	BALANCE DUE ON COOK SITE GYM HEATER REPL		47,143.00
Total RASMUSSEN MECH. SERV., INC.			47,143.00
TERRACON CONSULTANTS INC	A3245082	78	6,700.00
08 4600 450 000	GEOTECHNICAL CONSULT/REPORT SCOREBD INST		6,700.00
Total TERRACON CONSULTANTS INC			6,700.00
Fund Number 08			71,006.54
Checking Account ID 08			71,006.54

Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Checking Account ID 9	Fund Number 09	Qualified Capital Purpose Undtk Fund	
SECURITY SERVICES	AN4287S-1042	102	10,800.00
09 2670 450 000	INSTALL FIRE ALARM SYSTEM HS		10,800.00
Total SECURITY SERVICES			<u>10,800.00</u>
Fund Number 09			<u>10,800.00</u>
Checking Account ID 9			<u>10,800.00</u>

SCHOOL BOARD MEETING AUGUST REPORT FROM PRINCIPAL – RICK LESTER

Below are dates and events that I thought you would be interested in:

- Our in-service days went very well and was very productive. Here are a few of the items we did:
 - All teachers received their phone stations and we discussed our phone policy
 - I went over handbooks with all teachers, Student handbook, Activities handbook and Staff handbook.
 - Discussed the first day of school agenda
 - Completed required trainings in Dating Violence and Suicide Prevention
- Our Open House went very well - Teachers got a opportunity to welcome parents and students, we had Chick-Fill-A with food and even had a guest speaker from the State Department Mr. Jay Martin who talked about Social Media impact on children.
- I will meet with each grade during our first couple of weeks of school during our study sessions and discuss our handbook policies. I will also discuss our OnToCollege ACT prep class we offer free to all students.
- Students have until Tuesday, August 20, 2024 to change classes
- Picture day is scheduled for Friday, August 30, 2024

Board Meeting – August 14, 2024

Rich Bacon

Principal's Report

- The turn out for the 4-5 Open House & M.S. Walk-Through was good, with almost 100% turnout for grades 4-5.
- Current enrollment numbers for the Cook site: 108 M.S. students and 76 4th & 5th students. 4th grade-37 students, 5th grade-38 students, 6th grade-31 students, 7th grade-35 students, 8th grade-40 students.
- The Cook site, grades 4-5, has started fall MAP testing this week. Grades 6-8 will start next week.
- Elementary and M.S. math teachers will be starting year 2 of the math acceleration meetings, with Dr. Gossman of ESU 4, for the Envision Math series during our in-service days.

Garrett Collin
Activities Report
August 14th, 2024

**Fall practices started Monday, August 12th.

**Summer strength training

- The achievement for the "Gold Standard" was 35/47 days.

- 20 boys
 - Gabe Burki, Jackson Haughton, Keegan Jones, Collins Ofoegbu, Nolan Wellensiek, Wyatt Case, Trevin Huskey, Danny Kongmanyvong, Wesley Swanson, Jack Waring, Harrison Bacon, AJ Rautenbach, Prestin Thomas, Conner Gerking, Cooper Jones, Trey Lubben, Kenny Ofoegbu, Anthony Orozco, Wesley Schmid, Landon Toohey.
 - Nolan & Harrison made all 47 days.
- 12 girls
 - Ashley Beethe, Charlyn Bobadilla, Harley Lubben, Saige Rother, Madison VanLaningham, Molly Weber, Leighton Beethe, Payton Brandt, Reese Carter, Sophia Schmid, Stef Peters, Riley Wellensiek
- 8 junior high
 - Brynn Weber, Kenna Thomas, Kloie Neemann, Emry Pollard, Ty Wellensiek, Jackson Gottula, Gabriel Cabrales, Jamison Bacon

**Early participation numbers

- Football: 34
- Girls Golf: 6
- Volleyball: 16
- Cross Country: 11 boys, 3 girls

**First HS competition dates

- Volleyball, Girls Golf, Cross Country: August 29th
- Football: August 30th

**Banners have been hung in the gym

**New schools flags are up

**Extra duty sheet is attached

EXTRA DUTY ASSIGNMENTS

Activities Director	Garrett Collin	JH Boys Basketball	TBA
Girls Golf	Ben Swanson	Asst. JH Boys Basketball	TBA
Cross Country	Nick Weber	Asst. JH Boys Basketball	TBA
Asst. Cross Country	Angie Huskey	JH Boys Track	Tim Hedger
Football	Ryan Haughton	JH Girls Track	Cody Franklin
Asst. Football	Brad Gabriel	Asst. JH Track	Brad Gabriel
Asst. Football	Neil Bowman	Asst. JH Track	Madison Moran
Asst. Football	Lance Beethe	Cheerleading	Amber Baehr
Asst. Football	Jon Rother	Cheerleading	Andrea Jaquez
Volleyball	Tim Hedger	Academic Decathlon	Tina Richardson
Asst. Volleyball	Cody Franklin	National Honor Society	Olivia Reuter
Asst. Volleyball	Leah Phillips	Skills USA	Olivia Reuter
Wrestling	Neil Bowman	HS Academic Quiz Bowl	Tina Richardson
Asst. Wrestling	Brad Gabriel	MS Academic Quiz Bowl	Marsha Bacon
Asst. Wrestling	Mendell Rulla	Instrumental Music	Braden Hawley
Asst. Wrestling	Carlos Prado	Summer Band	Braden Hawley
Asst. Wrestling	Tanner Erdman	Vocal Music	Emily Fricke
Boys Basketball	Larry Kuhl	Annual	Amy Little
Asst. Boys Basketball	Kirk Faris	Student Council	Nick Weber
Asst. Boys Basketball	Ben Swanson	Musical	Emily Fricke
Girls Basketball	Ryan Haughton	Drama	Matt Dierking
Asst. Girls Basketball	Garrett Collin	Speech	Matt Dierking
Asst. Girls Basketball	Justin Damme	Asst. Drama/Speech	Amy Little
Boys Track	Reid Genuchi	Art Club	Brittney Teeman
Girls Track	Angie Huskey	HOSA	Maggie Rother
Asst. Track	Nick Weber	FBLA	Angie Huskey
Asst. Track	Reid Genuchi	FFA	Christy Hodges
Boys Golf	Justin Damme	FFA	Connor Bartels
Asst. Boys Golf	Ben Swanson	Striv	Marcus Scheer
Unified Bowling	Russ Waring	Freshman Sponsor	Kirk Faris
Asst. Unified Bowling	Lisa Schuster	Sophomore Sponsor	Brad Gabriel
Bowling	Maggie Rother	Junior Sponsor	Mikki Wright
Asst. Bowling	Mikki Wright	Senior Sponsor	Neil Bowman
JH Football	Candy Laue		
Asst. JH Football	Jon Rother		
JH Volleyball	By Committee		
Asst. JH Volleyball	Jacy Pollard		
JH Boys/Girls Wrestling	Ashley Juilfs		
JH Girls Basketball	Neil Bowman		
Asst. JH Girls Basketball	Randy Miller		
Asst. JH Girls Basketball	Jacy Pollard		
	Brittney Teeman		



**COLLABORATION MEMBERS**

Nebraska Council of School Administrators

Nebraska Association of School Boards

Nebraska State Education Association

Schools Taking Action for Children's Education (STANCE)

Greater Nebraska Schools Association

Nebraska Rural Community Schools Association

Educational Service Units Coordinating Council

Stand for Schools

DATE: August 9, 2024

TO: Members of Nebraska Legislature

RE: AM51 to LB9

The Education Collaboration stands united in opposition to AM51 to LB9 and proposed amendments. We recognize the need for property tax relief and have consistently supported a more equitable balance of funding sources for K-12 public education in Nebraska. The drastic change to the Local Effort Rate (LER) proposed for 2025-26 risks breaking the TEEOSA formula due to the disproportionately large percentage of school funding being channeled through the State.

We are also concerned about the intent language in Section 80 of AM51. Expressing a desire to completely overhaul TEEOSA without a clear plan is premature. Moreover, the intent to "replace school general fund levies by no later than the 2026-27 school fiscal year," as reiterated from the plan, suggests a future scenario where the State assumes nearly all school funding responsibilities.

This proposed shift would leave the allocation of critical dollars solely to future legislatures, significantly undermining local control. We believe it is essential to maintain local control of significant school district funding, allowing local school boards to make decisions that reflect the unique needs and contexts of their communities.

Additionally, the proposed plan fails to provide new funding for schools and, in fact, would result in a net loss of levying authority, leading to cuts in schools and reduced support for students. While the proposal funnels state money to schools, the existing caps mean that little to none of this money will be available for student support. There is a pressing need for property tax reform, but equally important is the need for increased funding for schools, particularly to address educator workforce shortages.

Making decisions of this magnitude about state aid to schools within the time constraints of a special session is reckless. We urge caution. The rushed nature of this process does not allow for careful planning, adequate forethought, or the inclusion of school finance experts and modeling to prevent adverse impacts and unforeseen consequences.

To avoid disastrous results, we recommend the establishment of an inclusive School Funding Commission. This commission should include board members, school business managers from diverse schools, NASB delegates, educators represented by NSEA, and school finance officials from the Nebraska Department of Education.

Phone System Update - August 2024

Marcus Scheer

NEW ISSUES:

- **Tecumseh Site** has the following new issues:
 - Long distance calling out-bound does not work.
 - Impacts: Staff who call long distance, including office staff, nurse, counselors, SPED staff, etc.
 - Two classrooms in the HS do not work at all.
 - Impacts: Calling between the classroom & office, no 911, and no ability to hear intercom announcements
- **Cook Site** has the following new issues:
 - Two classrooms do not work at all.
 - Impacts: Calling between the classroom & office
 - Cook Site does not have 911 access in most rooms
 - Has overhead intercom for announcements

RECENT UPDATES:

- Updated Cook Site office staff to new phone system (Zoom)

UPCOMING FIXES:

- Updating Tecumseh Site partial staff to new phone system (Zoom)
 - Office Staff, SPED, Nurse, Counselor, etc
- Adding new phones to two classrooms at Cook Site

COSTS:

- Physical Phones
- Phone Licensing
- Network Upgrades
 - Update switches for PoE (power)
- Cabling to each room

Mr. Rother
August 2024
Superintendent & Tecumseh Site Elementary Board Report

- 2024-2025 K-12 Enrollment = 476 (2023-2024 = 485)
- 2024-2025 PK-12 Membership = 518 (2023-2024 = 526)
 - K = 22
 - 1st = 30 (-2)
 - 2nd = 31 (--)
 - 3rd = 39 (+1)
 - 4th = 37 (+1)
 - 5th = 39 (+1)
 - 6th = 31 (-1)
 - 7th = 36 (-1)
 - 8th = 41 (+3)
 - 9th = 42 (-1)
 - 10th = 44 (+2)
 - 11th = 43 (-2)
 - 12th = 41 (+3)
- 2024-2025 PK Enrollment = 42
- Installment of the football field/track video board started on Monday, August 12.
- Preliminary valuations for the district (\$913,370,168) predict the following levies:
 - General Fund = 0.795543 (79¢)
 - Special Building Fund = 0.142069 (14¢)
 - QCPUF = 0.030443 (3¢)
 - TOTAL LEVY = 0.968055 (96¢)
- Mr. Jay Martin gave his presentation on Digital Culture following the Tecumseh Site Open House on Thursday, August 8. Mr. Martin is the NDE's Safety and Security Director and offers his presentations to parents and students free of charge.
- The new Merry-Go-Round for the Tecumseh Site playground has been ordered. It should be installed this fall.
- As of August 13, 2024, the property tax relief bill being sent forth from the Revenue Committee includes the following:
 - Dropping the max levy for school districts from \$1.05 to:
 - \$0.40 for 2025-2026
 - \$0.35 for 2026-2027
 - \$0.30 for 2027-2028
 - Agricultural and manufacturing equipment and machinery purchases will not be taxed.

- The amount of property tax relief is unclear at this time.
- The following would now be included in the state's 5.5% sales tax:
 - Lawn care and landscaping
 - Drycleaning
 - Taxis and transportation
 - Soda and candy
 - Movers and storage facilities
 - Nail and hair care
 - Marketing and public relations services
- Mr. Collin and I have been talking with and planning to meet with area schools to discuss providing baseball as an opportunity for our students. This could mean a co-op or the creation of an area team.
- I talked with Matt Schardt about the street in front of the Cook Site building. At the time, there is not likely not going to be any action. There is discussion about ripping it out and replacing it with gravel, which would be the less expensive but messier option. The other option is to resurface/restructure the road. However, this is the more expensive option by far.
- I talked with two city council members about the prospect of a sidewalk going in along Lincoln Street to the South of the elementary school in Tecumseh. Since I had approached them with the topic last spring, I was told they just quit talking about it.

OPTION AGREEMENT TO PURCHASE REAL ESTATE

This OPTION AGREEMENT TO PURCHASE REAL ESTATE (the "Agreement") is hereby entered into and made effective January 15, 2021, by and between **Johnson County School District No. 49-0050**, commonly known as **Johnson County Central Public Schools** ("Buyer") and **David and Suzanne Wilson** ("Seller") (collectively, the "Parties").

RECITALS

WHEREAS, Seller is the owner in fee simple absolute of certain real property consisting of approximately 52.3 acres, together with all improvements, located in Johnson County, Nebraska, and legally described as follows:

Outlot D, Shawnee Ridge Addition to the City of Tecumseh, Johnson County, Nebraska

(the "Property"); and

WHEREAS, Buyer desires to procure an option to purchase the Property upon the terms and provisions as set forth herein;

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

AGREEMENT

1. **Recital Incorporated Herein.** The foregoing recitals are incorporated herein by this reference with the same force and effect as if the same were set forth in the body of this Agreement section in their entirety.

2. **Exclusive Option to Purchase the Property.** Seller hereby grants Buyer the exclusive and irrevocable option to purchase the Property (the "Option") upon the terms and conditions set forth in this Agreement.

3. **Option Payment.** Upon execution of this Agreement, Buyer will pay Seller the total amount of Fifty Thousand Dollars (\$50,000) (the "Option Payment"). The Option Payment will not be deducted from the Purchase Price of the Property and is paid to Seller as consideration for entering into this Agreement and granting the Option herein.

4. **Right to Exercise Option.** The Option may be exercised by the Buyer, at its sole discretion, at any time at or before 11:59 pm on **January 15, 2026**, by personal delivery of notice in writing to Seller or by sending the same to the following address: 1109 North 5th Street, Tecumseh, Nebraska 68450. Any notice of Buyer exercising the Option will be deemed delivered to Seller upon deposit in the U.S. Mail, Certified, Return Receipt Requested, addressed to the above address.

5. **Term and Extension.** This Agreement shall be valid and remain in force for at least five (5) years following the effective date stated above and upon Buyer's exercise of the Option will be automatically extended until such time as the

Closing occurs. This Agreement may be extended for an additional two (2) years by Buyer paying Seller the amount of Thirty Thousand Dollars (\$30,000) (the "Extension Fee") by school district check at any time prior to expiration of the initial term stated herein.

6. **Purchase Price.** In consideration of Seller's agreement to convey the Property, and subject to the terms, conditions, and limitations of this Agreement, Buyer agrees to pay Seller the sum of Eight Hundred Thousand Dollars Only (\$800,000) (the "Purchase Price") at Closing.

7. **Closing.** Closing shall take place within ninety (90) days of Buyer's exercise of the Option. Buyer has the right to determine the time, date, and place of Closing. Time is of the essence of this Agreement.

8. **Title.** Within 30 days after Buyer has exercised its Option, the Seller shall deliver to Buyer a Certificate of Title or Title Abstract covering the Property that shall reflect that marketable fee simple title to the subject Property is vested in Seller and that the same is insurable by a title insurance company licensed to do business in the State of Nebraska. The Certificate or Abstract shall be subject only to taxes for the current year and those easements and encumbrances shown in the Limited Title Report dated October 1, 2020, attached hereto as Exhibit A and incorporated herein by this reference. If the Certificate or Abstract reflects any other exceptions to the title unacceptable to Buyer, Buyer shall notify the Seller in writing of any defects within 30 days (the "Title Review Period") and the Seller shall have up to 30 days in which to make the title good and marketable or insurable, and shall use due diligence in an effort to do so. If after using due diligence the Seller is unable to make the title acceptable to Buyer within 30 days, it shall be the option of the Buyer either to accept the title in its existing condition with no further obligation on the part of the Seller to correct any defect, or to cancel this Agreement. If this Agreement is cancelled pursuant to this paragraph, all money paid by the Buyer to the Seller upon the execution of this Agreement or upon any extension shall be returned to the Buyer, and this Agreement shall terminate without further obligation of either party to the other. If title is acceptable to Buyer, the Closing shall occur within 30 days after expiration of the Title Review Period.

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

10. **Delivery of Deed.** At Closing, Seller shall deliver to Buyer a properly executed and acknowledged general warranty deed, substantially similar to the form attached hereto as Exhibit B, conveying marketable fee simple title to Buyer, free and clear of all liens, encumbrances, special assessments levied or assessed, and subject only to exceptions acceptable to Buyer.

11. **Possession.** Buyer shall be entitled to possession of the Property at Closing.

12. **Closing Costs.** The following fees and costs shall be shared equally by the Parties: (a) any fee that becomes payable upon recordation of the warranty deed conveying title to the Property from Seller to Buyer; (b) applicable Nebraska Documentary Stamp Taxes, if any, that become payable upon recordation of the warranty deed; and (c) any other closing costs.

13. **Taxes.** Seller shall be responsible for real estate taxes on the Property for all years prior to the year in which the Closing occurs. Real estate taxes for the calendar year in which the Closing occurs shall be prorated to the closing date. The real estate taxes shall be prorated on the basis of the most current assessment for the Property and based upon the most current tax levy as set by the Board of Equalization of Johnson County, Nebraska. Any property tax credit applicable to the Property under the Nebraska Property Tax Credit Act for the year of the date of possession shall be prorated to the date of possession. The credit shall be prorated on the basis of the most recently certified property tax credit available from the appropriate governing body at the time of closing. The most recently certified property tax credit shall be the prior year's certified property tax credit until a new credit is certified.

14. **Maintain Property.** Seller agrees to maintain the Property in its present condition until delivery of possession.

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

- a. **No Options or Rights of First Refusal.** The Property is free and clear of all liens and encumbrances not recorded. Additionally, and without limiting the foregoing, the Property is not encumbered in any way by any rights of first refusal, options to purchase, or any other preemptive right to purchase the Property.
- b. **No Hazardous Substances.** There has been no release, threatened release, presence, leak, spill, discharge, or emission of any "Hazardous Substance", to the surface water, groundwater, air, or soil at, on, or within the Property. As used herein, the term "Hazardous Substance" shall mean any substance which is or contains (1) any "hazardous substance" as now or hereafter defined in § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.) ("CERCLA") or any regulations promulgated under CERCLA; (2) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA") or regulations promulgated under RCRA; (3) any substance regulated by Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (4) gasoline, diesel fuel, or other petroleum hydrocarbons; (5) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (6) polychlorinated biphenyls; (7) radon gas; and (8) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any applicable federal or state laws relating to any of the Property. Hazardous substances shall

include, without limitation, any substance, the presence of which on the property, (a) requires reporting, investigation, or remediation under applicable law, (b) causes or threatens to cause a nuisance on the property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the property or adjacent property; or (c) which, if emanated or migrated from the property, could constitute a trespass.

- c. **Survival.** All of Seller's representations and warranties contained in this Agreement shall survive the Closing and/or termination of this Agreement.

16. **Inspections and Testing.** Upon Buyer's exercise of its Option, Buyer and its employees and agents shall have the right to enter upon the Property and perform such tests and inspections as it deems necessary to determine suitability of the Property for its intended use. Buyer shall provide notice to Seller of the need to access the Property, and such notice shall be provided by phone call to (402) 335-3189 or (402) 335-0189 or text message to (402) 335-0189. Buyer shall restore the Property if (a) such tests alter the grade, compaction, or vegetation and (b) this Agreement fails to close for any reason. Buyer hereby agrees to indemnify, defend, and hold harmless Seller from and against: (i) any and all claims, actions, damages, or expenses (including attorney's fees) arising from Buyer's tests and/or inspections conducted on the Property (including personal injury, death, and property damage); and (ii) any mechanic's liens filed against the Property resulting from the Buyer's tests or inspections. The terms and conditions of this section shall survive the Closing and/or termination of this Agreement. The costs of these inspections will be paid by the Buyer.

- a. Buyer will notify Seller in writing within 30 days of the completion of any test or inspection (i) of any physical deficiencies that Buyer is requesting Seller correct ("Deficiency Notice"), or (ii) if the Buyer rejects the Property or personal property due to its unsatisfactory condition ("Rejection").
- b. If the Buyer does not provide the Seller with either of the notices indicated in the foregoing paragraph within 30 days of the completion of the test or inspection, the Property will be deemed acceptable to the Buyer.
- c. This Agreement will be null and void if the Buyer provides the Seller with a Rejection.
- d. Seller shall have five days to respond, in writing, to a Deficiency Notice from Buyer. Seller's failure to so respond shall give the Buyer the option to terminate this Agreement.
- e. By accepting the Property, Buyer does not waive, release, or relinquish any claims it might have against anyone for misrepresentation, concealment, fraud, or any other cause of action.

17. **Environmental Liability.** Nothing herein shall be construed to relieve Seller of liability arising from or related to the presence, release, threatened release, leak, spill, discharge, or emission of any "Hazardous Substance" to the surface water, groundwater, air, or soil at, on, or within the Property prior to the Closing Date. Further, nothing herein shall be construed to transfer liability, including without limitation any financial obligation or indemnity obligation, from Seller to Buyer arising from or related to the presence, release, threatened release, leak, spill, discharge, or emission of any "Hazardous Substance", to the surface water, groundwater, air, or soil at, on, or within the Property prior to the Closing Date. Seller expressly agrees that to the extent that there is any presence, release, threatened release, leak, spill, discharge, or emission of any "Hazardous Substance", to the surface water, groundwater, air, or soil at, on, or within the Property prior to the Closing Date, then: (a) a party other than Buyer was the "sole cause" of the presence, release, threatened release, leak, spill, discharge, or emission of such "Hazardous Substance" and the damages caused thereby; (b) Buyer did not actually know of the presence, release, threatened release, leak, spill, discharge, or emission of such "Hazardous Substance" prior to the Closing Date; and (c) Buyer undertook appropriate inquiry prior to the Closing Date to minimize its liability. The terms and conditions of this section shall survive the Closing and/or termination of this Agreement.

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

19. **No Brokers.** Neither Party has entered into any contract, arrangement, or understanding with any person or firm which may result in the obligation of either party to pay any finder's fee, brokerage, or agent's commission, or other like payment in connection with the negotiations leading to the execution of this Agreement or the consummation of the transactions contemplated hereby.

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

- a. **Warranty Deed.** Buyer shall receive from Seller an executed and acknowledged warranty deed to the Property, substantially similar to the form attached hereto as Exhibit B, in accordance with section 10 of this Agreement.
- b. **Accuracy of Warranties.** All representations and warranties of Seller contained in this Agreement shall be true and correct at and as of Closing and Seller shall have performed all agreements and covenants and satisfied all conditions on its part to be performed or satisfied by Closing pursuant to the terms of this Agreement.

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

- a. **Payment.** At Closing, Buyer shall deliver to Seller the Purchase Price in accordance with section 6 of this Agreement.

22. **Successors-in-Interest and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties, and each of their respective insurers, legal representatives, heirs, devisees, successors, assigns, personal representatives, and agents. Notwithstanding any provision to the contrary, the death of Seller will not terminate, diminish, or excuse any of Seller's obligations hereunder. Sellers shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the District.

23. **No Third-Party Beneficiaries.** The Parties have entered into this Agreement solely and exclusively for their own benefit. This Agreement does not and is not intended to confer any right or remedies upon any person or entity other than the Parties. Nothing herein shall be construed to create any third-party beneficiary rights in any other person or entity not a Party hereto

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

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

If to Seller: David and Suzanne Wilson
1109 North 5th Street
Tecumseh, Nebraska 68450

If to Buyer: Johnson County Central Public Schools
Attn: Superintendent
358 North 6th Street
Tecumseh, NE 68450

or to such other address as any party shall specify by written notice so given. Notwithstanding the foregoing, any notice of Buyer exercising the Option will be deemed delivered to Seller as provided by section 4 above.

26. **Execution of Additional Documents.** The parties hereto will at any time, and from time to time after Closing, upon request of the other party, execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be required to carry out the intent of this Agreement, and to transfer and vest title to the Property, and to protect the right, title, and interest in and enjoyment of the Property assigned, transferred, and conveyed to Buyer pursuant to this Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed.

27. **Assignment.** Seller shall not assign any right or delegate any obligation arising hereunder without the prior written consent of Buyer.

28. **Governing Law.** All aspects of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Nebraska, without regard to its choice of law rules.

29. **Severability.** If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

30. **Waiver.** By written notice to the other, either Party hereto may: (a) extend the time for the performance of any of the obligations or other actions of the other under this Agreement; (b) waive any inaccuracy in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with any condition or covenant of the other contained in this Agreement; or (d) waive performance of any obligation of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained in this Agreement. The waiver by any Party hereto of a breach of any provision hereunder (i) shall not be effective unless in writing and signed by an authorized representative of the waiving Party, and (ii) shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

31. **Construction.** All parties have cooperated in the drafting and preparation of this Agreement. Thus, this Agreement should not be construed against or for any party.

32. **Recording.** Contemporaneously with the execution hereof, the Parties agree to execute a Memorandum of Option to Purchase in the form attached hereto as Exhibit C, which is incorporated herein by this reference, and record the same with the Johnson County, Nebraska, Register of Deeds. Buyer shall be responsible for all fees assessed in connection with the recording of such Memorandum of Option to Purchase.

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

method, unless amended in a writing signed by duly authorized representatives of Buyer and Seller.

IN WITNESS WHEREOF, the Parties have caused this OPTION AGREEMENT TO PURCHASE REAL ESTATE to be effective as of the date set forth above.

BUYER:

Johnson County School District No. 49-0050, commonly known as Johnson County Central Public Schools

By: Kim Wellensiek
Kim Wellensiek,
President of the Board of Education
Johnson County Central Public Schools



STATE OF NEBRASKA)
COUNTY OF Johnson) ss.

The foregoing instrument was acknowledged before me this 13th day of January, 2021, by Kim Wellensiek, President of the Board of Education of Johnson County Central Public Schools.

Laurie L. Badertscher
Notary Public

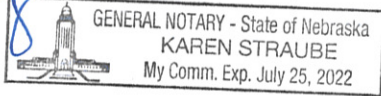
SELLER:

David Wilson

David Wilson

STATE OF NEBRASKA)
COUNTY OF Johnson) ss.

The foregoing instrument was acknowledged before me this 14th day of January, 2021, by David Wilson.



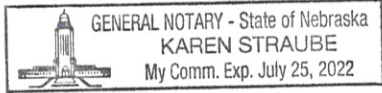
Karen Straube
Notary Public

Suzanne Wilson

Suzanne Wilson

STATE OF NEBRASKA)
COUNTY OF Johnson) ss.

The foregoing instrument was acknowledged before me this 14th day of January, 2021, by Suzanne Wilson.



Karen Straube
Notary Public

Exhibit A

[INSERT LIMITED TITLE REPORT

BY NEBRASKA TITLE CO. DATED OCTOBER 1, 2020]



NEBRASKA TITLE COMPANY

SERVICE BEYOND EXPECTATION

LIMITED TITLE REPORT

FILE NO: AUB0000683

TO: Johnson County Central Public Schools

Nebraska Title Company, authorized to engage in the business of abstracting in the State of Nebraska under Certificate of Authority No. 56, hereby certifies that the records of Johnson County, Nebraska have been carefully examined with reference to the following described property, and from such examination finds as follows:

LEGAL DESCRIPTION:

Outlot D, Shawnee Ridge, Tecumseh, Johnson County, Nebraska, EXCEPT State of Nebraska Highway right of way.

GRANTEE IN LAST DEED OF RECORD:

David L. Wilson and Suzanne Wilson (Warranty Deed recorded April 7, 2009 in Book 56, Page 572)

UNRELEASED LIENS OF RECORD:

None of record

JUDGMENTS OR TRANSCRIPTS OF JUDGMENTS:

Against David L. Wilson to date - NONE
Against Suzanne Wilson to date - NONE

TAXES/ASSESSMENTS:

2018 and all prior years - paid in full
2019 in the amount of \$2,952.34 - all paid
Parcel ID No.: 490082435
Assessed Value: \$152,532.00

EASEMENTS AND RESTRICTIONS OF RECORD:

- a. Easement for Right-of-Way to the City of Tecumseh recorded December 26, 1935 in Book 20, Page 149.
- b. Deed to the State of Nebraska recorded July 2, 1941 in Book 28, Page 608.
- c. Easement to the State of Nebraska recorded July 2, 1941 in Book 21, Page 556.
- d. Ordinance #528 Annexing Real Estate to the City of Tecumseh dated August 14, 1967, recorded August 1, 1974 in Book 33, Page 22. Survey of Annexation Plat recorded August 18, 1967 in Book 24, Page 763.
- e. Right-of-Way Easement to the City of Tecumseh recorded December 12, 1978 in Book 34, Page 451.
- f. Plat and Protective Covenants for Shawnee Ridge recorded April 15, 1999 in Book 42, Page 82.

Effective Date: October 1, 2020 at 8:00 am

Nebraska Title Company

A handwritten signature in black ink, appearing to read "Daniel J. Johnson", written over a horizontal line.

By

Registered Abstractor

Please direct inquiries to: Christopher Andregg

NOTE: THIS IS AN INFORMATIONAL TITLE REPORT

This report is not a guarantee or warranty of title, nor is it an abstract of title, nor is this a commitment to provide, nor does it provide title insurance. Liability hereunder is expressly limited to the sum of \$1,000.00.

STATE OF NEBRASKA, SS
JOHNSON COUNTY

Filed for record in the
County Clerk's office this
7 day of April 2009
at 2:20 o'clock P.M. and
recorded in Book 56
Page 572.

NEBRASKA DOCUMENTARY
STAMP TAX
April 7, 2009
236.25 By [Signature]

Kathleen M. Jensen
County Clerk
[Signature]
Deputy

JOINT TENANCY WARRANTY DEED

LAYNE, LLC, A Nebraska Limited Liability Company,

GRANTOR, in consideration of

One Dollar and other good and valuable consideration,

received from GRANTEES,

DAVID L. WILSON AND SUZANNE WILSON, HUSBAND AND WIFE,

conveys to GRANTEES, as joint tenants and not as tenants in common, the following described real estate, (as defined in Neb. Rev. Stat. 76-201):

Outlot D, Shawnee Ridge, Tecumseh, Johnson County, Nebraska, EXCEPT State of Nebraska Highway right of way.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEES that GRANTOR

1. is lawfully seized of such real estate and that it is free from encumbrances, except easements, reservations, covenants and restrictions of record;
2. has legal power and lawful authority to convey the same; and
3. warrants and will defend title to the real estate against the lawful claims of all persons.

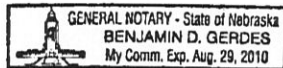
Executed: APRIL 3, 2009.

LAYNE, LLC, Grantor

[Signature]
By: Robert L. Benes, Member

State of Nebraska, County of Lancaster -- ss.

The foregoing Joint Tenancy Warranty Deed was acknowledged before me on APRIL 3, 2009, by Robert L. Benes, Member on behalf of LAYNE, LLC, A Nebraska Limited Liability Company.




[Signature]
Notary Public
My commission expires AUGUST 29, 2010

Nebraska Taxes Online

Tax Statement

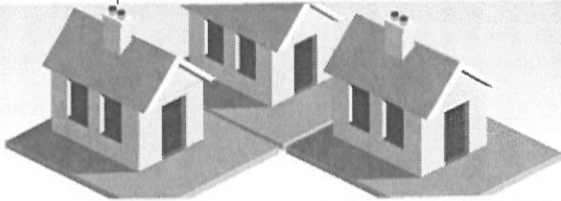
Served by WEBSERVER-1

Search 

Johnson County

 0  Step 4 of 8

Perm ID	Name	Legal
490082435	WILSON, DAVID L & SUZANNE 1109 N 5TH ST TECUMSEH NE 68450-2031	TECUMSEH -- SHAWNEE RIDGE ADDN OUTLOT D (52.3A) 52.300 ACRES



Levy Graph 

Value Graph 

Tax Graph 

Year	Statement	Value	Tax	Exemption	Net Tax	Balance Due
2019	002585	\$ 152,532	\$ 3,142.98	- \$ 190.64	\$ 2,952.34	\$ 0.00
2018	002579	\$ 152,532	\$ 3,078.24	- \$ 158.34	\$ 2,919.90	\$ 0.00
2017	004254	\$ 152,532	\$ 3,059.84	- \$ 161.00	\$ 2,898.84	\$ 0.00
2016	004244	\$ 152,174	\$ 2,932.84	- \$ 136.30	\$ 2,796.54	\$ 0.00
2015	002697	\$ 147,240	\$ 2,838.32	- \$ 138.54	\$ 2,699.78	\$ 0.00
2014	004262	\$ 126,790	\$ 2,565.74	- \$ 90.70	\$ 2,475.04	\$ 0.00
2013	004249	\$ 102,950	\$ 2,210.68	- \$ 67.92	\$ 2,142.76	\$ 0.00
2012	004240	\$ 88,310	\$ 1,931.86	- \$ 63.14	\$ 1,868.72	\$ 0.00
2011	004236	\$ 69,620	\$ 1,557.88	- \$ 52.44	\$ 1,505.44	\$ 0.00
2010	004234	\$ 69,620	\$ 1,544.46	- \$ 54.94	\$ 1,489.52	\$ 0.00
2009	004228	\$ 69,620	\$ 1,546.06	- \$ 57.24	\$ 1,488.82	\$ 0.00
2008	000127	\$ 69,620	\$ 1,541.28	- \$ 59.96	\$ 1,481.32	\$ 0.00
2007	000131	\$ 92,830	\$ 2,071.38	- \$ 77.26	\$ 1,994.12	\$ 0.00
2006	002571	\$ 61,100	\$ 1,291.68	\$ 0.00	\$ 1,291.68	\$ 0.00
2005	002559	\$ 61,100	\$ 1,223.14	\$ 0.00	\$ 1,223.14	\$ 0.00
2004	002541	\$ 61,100	\$ 1,322.36	\$ 0.00	\$ 1,322.36	\$ 0.00
2003	002719	\$ 61,100	\$ 1,297.52	\$ 0.00	\$ 1,297.52	\$ 0.00
2002	002553	\$ 61,100	\$ 1,177.72	\$ 0.00	\$ 1,177.72	\$ 0.00
2001	002570	\$ 104,600	\$ 2,081.38	\$ 0.00	\$ 2,081.38	\$ 0.00

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EASEMENT OF RIGHT OF WAY

DALE S. HOLDEN & WIFE
TO
CITY OF TECUMSEH

FILED DECEMBER 26, 1935
AT 3 O'CLOCK P. M.

C. E. STEWART, CO. CLK.

EASEMENT FOR RIGHT-OF-WAY

For and in consideration of the payment to be made by the grantee herein to the grantor of fifty cents (\$.50) for each pole placed in grantor's land and the further permission by the grantee of the right to grantor to attach wires for fence to said poles so long as pole line of grantee remains on land of grantor, the undersigned, being the owner of the following described land, to wit:

The Fractional Northeast Quarter (Fractional NE $\frac{1}{4}$) of Section Twenty-eight (28), Township Five (5), Range Eleven (11), Johnson County, Nebraska,

on behalf of themselves, their successors, heirs and assigns, do hereby grant and convey to the City of Tecumseh, Nebraska, a municipal corporation, its successors and assigns, perpetual right to construct and maintain its electric lines, poles, crossarms, wires and braces on grantor's land aforesaid adjacent to the highways on the east side of said land so that the roadside of said poles will be even with the boundary line of said highway as same appears on record in said county, and the further right to set additional poles at a distance not to exceed six (6) feet west of said boundary line at such points where an angle may be formed by said electric line, together with the right to maintain its wires, crossarms and braces a distance of six (6) feet from the electric pole extending over said property, and the right to enter said premises for the purpose of repairing, replacing and maintaining said electric lines; also the right to keep the wires free from interference from trees, provided that said City of Tecumseh shall maintain all wires and crossarms at least twelve above the ground and shall pay the grantor for all damages, if any, done to crops or pasture in repairing or maintaining said line.

Dated this 24th day of December, 1935.

Witness:
James Livingston

Dale S. Holden
Mrs. Helen Holden

State of Nebraska }
County of Johnson } SS.

Johnson
and for said County, appeared Dales S. Holden and Mrs. Helen Holden, his wife, to me personally known to be the persons aforesaid, who hereby acknowledge their signatures to the foregoing instrument and acknowledge the same to be their voluntary act and deed.

{ JAMES LIVINGSTON }
{ NOTARIAL SEAL }
{ COMMISSION EXPIRES }
{ JAN. 13, 1937 }
{ JOHNSON COUNTY }
{ NEBRASKA }

James Livingston
Notary Public.

My commission expires January 13, th. , 1937.

DEED RECORD No. 28

(HUFFMAN NO. 100 DEED—CONTAINING 288 PRINTED WORDS)

The Augustine Co., County Supplier, Grand Island, Nebr.

FROM
DALE SCOTT HOLDEN ET UX
TO
STATE OF NEBRASKA

STATE OF NEBRASKA, } ss. Entered in Numerical Index and filed for record in
Johnson County, } the County Clerk's office of said
County the 2nd day of July 1941 at 4 o'clock and 47
minutes P. M. and recorded in Book 28 page 608 of Deeds.
C. E. STEWART County Clerk.
By L. E. YEAST Deputy.

A distance of 100.5 feet to a point 47.6 feet southerly from said North line; thence continuing easterly, a distance of 600.0 feet to a point 47.0 feet southerly from said North line; thence continuing easterly,

KNOW ALL MEN BY THESE PRESENTS: That Dale Scott Holden and Eilyn L. Holden, husband and wife

of the County of _____ and State of Nebraska for and in consideration of the sum of Ninety and 65/100 (\$90.65) ----- DOLLARS, in hand paid, do hereby grant, bargain, sell, convey and confirm unto The State of Nebraska

of the County of _____ and State of _____ the following described real estate situated in Johnson County and State of Nebraska, to-wit:

A strip of land lying over and across the northern part of the Northeast Quarter of Section 28, Township 5 North, Range 11 East of the 6th P. M., Johnson County, Nebraska, described as follows:
Beginning at the northeast corner of said Section 28; thence westerly on the North line of the Northeast Quarter of said Section 28, a distance of 2643.3 feet to the northwest corner of said Northeast Quarter; thence southerly on the West line of said Northeast Quarter, a distance of 33.0 feet to a point; thence easterly and on a line 33.0 feet southerly from and parallel to said North line, a distance of 712.3 feet to a point; thence continuing easterly, a distance of 200.6 feet to a point 64.1 feet southerly from said North line; thence continuing easterly, a distance of 400.4 feet to a point 49.3 feet southerly from said North line; thence continuing easterly, a distance of 100.6 feet to a point 38.8 feet southerly from said North line; thence continuing easterly, a distance of 400.0 feet to a point 41.1 feet southerly from said North line; thence southeasterly, a distance of 152.2 feet to a point 158.1 feet southerly and 33 feet westerly from said northeast corner; thence easterly, a distance of 33.0 feet to a point on the East line of said Northeast Quarter; thence northerly on said East line, a distance of 158.1 feet to the point of beginning, containing 2.833 acres, more or less, which includes 2.091 acres, more or less, previously occupied as a public highway, the remaining 0.742 acre, more or less, being the additional acreage secured in this transaction.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and Appurtenances thereunto belonging; unto the said The State of Nebraska and to its successors and assigns forever.

And we do hereby covenant with the said Grantee, and with its successors, heirs and assigns that we are lawfully seized of said premises; that they are free from encumbrance

that we have good right and lawful authority to sell the same; and we do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.
And the said Eilyn L. Holden ----- hereby relinquishes all

her rights of every name and kind ----- in and to the above described premises.
Signed this 27th day of March A. D., 1941
In Presence of
Al. N. Dafeo Dale Scott Holden
Eilyn L. Holden

STATE OF Nebraska }
Johnson County, } ss. On this 27th day of March A. D., 1941, before me the undersigned, Al. N. Dafeo a Notary Public duly commissioned and qualified for and residing in said county, personally came Dale Scott Holden and Eilyn L. Holden, husband and wife to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.
WITNESS my hand and Notarial Seal the day and year last written above.

My commission expires the 15th day of November 1945
Al. N. Dafeo Notary Public
(AL. N. DAFEO)
(GENERAL)
(NOTARIAL SEAL)
(COMMISSION EXPIRES)
(NOV. 15, 1945)
(JOHNSON COUNTY, NEBRASKA)

21-556

EASEMENT

EASEMENT

DALE SCOTT HOLDEN, ET UX
TO
STATE OF NEBRASKA

FILED JULY 2, 1941
AT 4:45 P. M.

C. E. STEWART, CO. CLK.
L. E. YEAST, DEPUTY

THIS INDENTURE, MADE THIS 27th DAY OF MARCH, 1941,
BETWEEN Dale Scott Holden and Eilyn L. Holden, husband and
wife PARTIES OF THE FIRST PART, AND THE STATE OF NEBRASKA,
PARTY OF THE SECOND PART:

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, IN

CONSIDERATION OF THE SUM OF

Seven and 50/100 (\$7.50)-----DOLLARS

IN HAND PAID, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, AND THE FURTHER CONSIDERATION THAT THE PREMISES WERE IN CONVEYED SHALL BE USED FOR Channel Change PURPOSES ONLY (AND THE ABANDONMENT OF THE HERE IN CONVEYED PREMISES FOR SUCH Channel Change PURPOSES SHALL RENDER THIS CONVEYANCE VOID AND CAUSE SAID PREMISES TO REVERT TO THE GRANTORS, their HEIRS AND ASSIGNS), HAVE GRANTED, CONVEYED, REMISED, RELEASED AND QUIT-CLAIMED, AND BY THESE PRESENTS DO GRANT, CONVEY, REMISE, RELEASE AND FOREVER QUIT-CLAIM UNTO THE SAID SECOND PARTY AND ITS SUCCESSORS AND ASSIGNS, ALL RIGHT, TITLE, INTEREST, ESTATE, CLAIM AND DEMAND, BOTH AT LAW AND IN EQUITY, IN THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN Johnson C UNTY, AND THE STATE OF NEBRASKA, TO-WIT:

A tract of land located in the Northeast Quarter of Section 28, Township 5 North, Range 11 East of the 6th P. M., Johnson County, Nebraska, described as follows:

Referring to the northwest corner of the Northeast Quarter of said Section 28; thence easterly on the North line of said Northeast Quarter, a distance of 896.7 feet to a point; thence southerly 90 degrees 35 minutes right, a distance of 44.1 feet to the point of beginning; thence southwesterly 48 degrees 03 minutes right from the last described course produced, a distance of 94.2 feet to a point; thence westerly 36 degrees 32 minutes right, a distance of 105.8 feet to a point; thence northerly 95 degrees 25 minutes right, a distance of 15.0 feet to a point; thence northeasterly 62 degrees 51 minutes right, a distance of 127.5 feet to a point 43.8 feet southerly from said North line; thence easterly 27 degrees 09 minutes right, a distance of 61.8 feet to the point of beginning, containing 0.326 acre, more or less.

IN WITNESS WHEREOF, THE SAID PARTIES OF THE FIRST PART have HEREUNTO SET their HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN,

IN THE PRESENCE OF

Al. N. Dafee

Dale Scott Holden

Eilyn L. Holden

STATE OF NEBRASKA)
) se.
JOHNSON COUNTY)

ON THIS 27th DAY OF MARCH A. D., 1941, BEFORE ME, THE
UNDERSGNED Al. N. Dafee, A NOTARY PUBLIC, DULY COMMISSIONED

AND QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME Dale Scott Holden and Eilyn L. Holden, husband and wife, KNOWN TO BE THE IDENTICAL PERSONS WHOSE NAMES are AFFIXED TO THE FOREGOING INSTRUMENT AS GRANTORS AND ACKNOWLEDGED THE SAME TO BE their VOLUNTARY ACT AND DEED.

(AL. N. DAFOE)
(GENERAL NOTARIAL SEAL)
(COMMISSION EXPIRES)
(NOV. 15, 1945)
(JOHNSON COUNTY, NEBRASKA)

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR
LAST ABOVE WRITTEN.

Al. N. Dafee NOTARY PUBLIC

MY COMMISSION EXPIRES THE 15th DAY OF NOVEMBER, 1941

ORDINANCE #528.

AN ORDINANCE TO ANNEX THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:
 Beginning at the East $\frac{1}{4}$ Corner of Section 29, Township 5 North, Range 11 East of the 6th. P.M., running thence South along the East Line of said Section 29 a distance of 445.33 feet, running thence West along a line parallel to the center section line of Section 29 a distance of 183.00 feet, running thence North along a line parallel to the East Section line of Section 29 a distance of 445.48 feet to the center section line of Section 29; running thence West along the section line of Section 29 a distance of 250.00 feet, running thence North on a line parallel to the East section line of said Section 29 a distance of 2633.45 feet, more or less, to the North section line of said Section 29; running thence North on a line parallel to the East section line of Section 20, Township 5 North, Range 11 East of the 6th. P.M. a distance of 1154.70 feet, more or less; running thence East at an angle of 90 degrees and 25 minutes ($90^{\circ}25'$) right of the last previously described line a distance of 433.00 feet, more or less, to the East section line of said Section 20; running thence North on the East section line of said Section 20 a distance of 165.00 feet; running thence East along a line parallel to the South section line of Section 21, Township 5 North; Range 11 East of the 6th. P.M. a distance of 1871.06 feet, more or less; running thence South along a line parallel to the West line of said Section 21 a distance of 858.25 feet, more or less; running thence East along a line parallel to the South section line of said Section 21 a distance of 2928.34 feet, more or less; running thence North on a line parallel to the West right-of-way line of State Highway No. 50 a distance of 643.53 feet; running thence East at an angle of 89 degrees and 59 minutes ($89^{\circ}59'$) right with the last previously described line a distance of 497.30 feet to the East line of said Section 21; continuing thence East on a line parallel to the South section line of Section 22, Township 5 North, Range 11 East of the 6th. P.M. a distance of 505.66 feet; running thence South on a line parallel to the East right-of-way line of State Highway No. 50 a distance of 643.50 feet; running thence East along a line parallel to the South line of Section 22, Township 5 North, Range 11 East of the 6th. P.M. a distance of 1390.00 feet; running thence South at an angle of 89 degrees and 44 minutes ($89^{\circ}44'$) right of the last previously described line a distance of 461.60 feet, more or less, to the South section line of said Section 22; continuing thence South along a line parallel to the West line of Section 27, Township 5 North, Range 11 East of the 6th. P.M. a distance of 235.00 feet; running thence West on a line parallel to the North line of said Section 27 a distance of 1235.56 feet; running thence South on a line parallel to the West line of said Section 27 a distance of 2401.00 feet to the center section line of said Section 27; running thence West on the center section line of said Section 27 a distance of 260.73 feet, more or less; running thence South on a line parallel to the West line of said Section 27 a distance of 1519.83 feet to the Northeast corner of the East-ridge Addition to the City of Tecumseh; running thence West along the North line of said Eastridge Addition a distance of 400.00 feet to the West line of said Section 27; running thence North along the West line of said Section 27 a distance of 1517.31 feet to the West $\frac{1}{4}$ corner of said Section 27; running thence West on the center section line of Section 28, Township 5 North, Range 11 East of the 6th. P.M. to the Southeast corner of the School Addition; running thence North along the East line of the School Addition a distance of 848.30 feet more or less, to the Northeast corner of said School Addition; running thence West on the Northline of said School Addition a distance of 208.70 feet, more or less, to the Northwest corner of said School Addition;

Addition a distance of 900 feet, more or less to the Northeast corner of Block 3 of the said 1890 Addition; running thence West along the North line of said Block 3 of said 1890 Addition a distance of 429.30 feet, more or less, to the Northwest corner of said Block 3 of the said 1890 Addition; running thence South along the West line of said Block 3 of said 1890 Addition to the North line of Mill's Addition to the City of Tecumseh; running thence West on the North line of said Mill's Addition a distance of 1287.00 feet, more or less, to the West line of Section 21, Township 5 North, Range 11 East of the 6th. P.M.; running thence South on the West line of the said Section 21 to the Northwest corner of section 28, Township 5 North, Range 11 East of the 6th. P.M.; continuing thence South on the West line of said Section 28 a distance of 2640.50 feet to the point of beginning, TO THE CITY OF TECUMSEH, NEBRASKA.

WHEREAS, the following described real estate, to-wit:

Beginning at the East $\frac{1}{4}$ Corner of Section 29, Township 5 North, Range 11 East of the 6th. P.M., running thence South along the East Line of said Section 29 a distance of 445.33 feet, running thence West along a line parallel to the center section line of Section 29 a distance of 183.00 feet, running thence North along a line parallel to the East Section line of Section 29 a distance of 445.48 feet to the center section line of Section 29; running thence West along the section line of Section 29 a distance of 250.00 feet, running thence North on a line parallel to the East section line of said Section 29 a distance of 2633.45 feet, more or less, to the North section line of said Section 29; running thence North on a line parallel to the East section line of Section 20, Township 5 North, Range 11 East of the 6th. P.M. a distance of 1154.70 feet, more or less; running thence East at an angle of 90 degrees and 25 minutes ($90^{\circ}25'$) right of the last previously described line a distance of 433.00 feet, more or less, to the East section line of said Section 20; running thence North on the East section line of said Section 20 a distance of 165.00 feet; running thence East along a line parallel to the South section line of Section 21, Township 5 North, Range 11 East of the 6th. P.M. a distance of 1871.06 feet, more or less; running thence South along a line parallel to the West line of said Section 21 a distance of 858.25 feet, more or less; running thence East along a line parallel to the South section line of said Section 21 a distance of 2728.34 feet, more or less; running thence North on a line parallel to the West right-of-way line of State Highway No. 50 a distance of 643.53 feet; running thence East at an angle of 89 degrees and 59 minutes ($89^{\circ}59'$) right with the last previously described line a distance of 497.30 feet to the East line of said Section 21; continuing thence East on a line parallel to the South section line of Section 22, Township 5 North, Range 11 East of the 6th. P.M. a distance of 505.66 feet; running thence South on a line parallel to the East right-of-way line of State Highway No. 50 a distance of 643.50 feet; running thence East along a line parallel to the South line of Section 22, Township 5 North, Range 11 East of the 6th. P.M. a distance of 1390.00 feet; running thence South at an angle of 89 degrees and 44 minutes ($89^{\circ}44'$) right of the last previously described line a distance of 461.60 feet, more or less, to the South section line of said Section 22; continuing thence South along a line parallel to the West line of Section 27, Township 5 North, Range 11 East of the 6th. P.M. a distance of 235.00 feet; running thence West on a line parallel to the North line of said Section 27 a distance of 1235.56 feet; running thence South on a line parallel to the West line of said Section 27 a distance of 2401.00 feet to the center section line of said Section 27; running thence West on the center section line of said Section 27 a distance of 260.73 feet, more or less; running thence South on a line parallel to the West line of said Section 27 a distance of 1519.83 feet to the Northeast corner of the East-ridge Addition to the City of Tecumseh; running thence West along the North line of said Eastridge Addition a distance of 400.00 feet to the West line of said Section 27; running thence North along the West line of said Section 27 a distance of 1517.31 feet to the West $\frac{1}{4}$ corner of said Section 27; running thence West on the center section line

of Section 28, Township 5 North, Range 11 East of the 6th. P.M. to the Southeast corner of the School Addition; running thence North along the East line of the School Addition a distance of 848.30 feet more or less, to the Northeast corner of said School Addition; running thence West on the North line of said School Addition a distance of 208.70 feet, more or less, to the Northwest corner of said School Addition; running thence North along the East line of Kershaw's First and Second Addition to the Northeast corner of Kershaw's Second Addition; running West on the North line of Kershaw's Second Addition to the Southeast corner of the Graff and Ellsworth Addition; running thence North along the East line of the Graff and Ellsworth Addition to the North line of said Section 28; running thence West along said North line of said Section 28 to the Southeast corner of Block 2 of the 1890 Addition to the City of Tecumseh; running thence North along the East line of said 1890 Addition a distance of 900 feet, more or less to the Northeast corner of Block 3 of the said 1890 Addition; running thence West along the North line of said Block 3 of said 1890 Addition a distance of 429.30 feet, more or less, to the Northwest corner of said Block 3 of the said 1890 Addition; running thence South along the West line of said Block 3 of said 1890 Addition to the North line of Mill's Addition to the City of Tecumseh; running thence West on the North line of said Mill's Addition a distance of 1287.00 feet, more or less, to the West line of Section 21, Township 5 North, Range 11 East of the 6th. P.M.; running thence South on the West line of the said Section 21 to the Northwest corner of Section 28, Township 5 North, Range 11 East of the 6th. P.M.; continuing thence South on the West line of said Section 28 a distance of 2640.50 feet to the point of beginning,
to the present City of Tecumseh, Nebraska,
is contiguous and adjacent, and is urban or suburban in character,

AND, WHEREAS, said real estate will receive substantially the benefits of other inhabitants of such municipality from annexation to said City;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TECUMSEH, NEBRASKA:

Section 1. That the real estate hereinbefore described be, and the same is hereby included within the boundaries and territory of the City of Tecumseh, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Tecumseh, Nebraska.

Section 2. That the owners of the lands so brought within the corporate limits of the City of Tecumseh, Nebraska, are hereby compelled to lay out streets, ways and alleys, in and through said real estate in conformity with and contiguous with the streets, ways and alleys of

Section 4. This Ordinance shall take effect and be in force from and after its passage, approval and publication as required by law.

PASSED AND APPROVED this 14th day of August, 1967.

Introduced by Councilman ROBERT W. GIESER

ATTEST:

CITY CLERK

MAYOR



STATE OF NEBRASKA } SS
JOHNSON COUNTY }

Filed for record in the
County Clerk's office this
1st day of August 1974
at 11:00 o'clock A.M. and
recorded in Book # 33
Page 22-25

Wayne C. McCoy
County Clerk

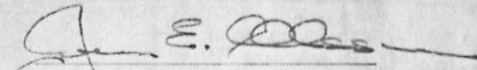
Deputy

of said ... distance of 2646.50 feet to the point of beginning

SURVEYORS CERTIFICATE

I Hereby Certify That I Have Accurately Surveyed The Tract of Land Shown On This Plat As The Shaded Area. Permanent Monuments Were Set As Indicated On This Plat And All Dimensions Are In Feet And Decimals Of A Foot And Angles Are In Degrees And Minutes. This Tract Is Located In Johnson County Nebraska.

Survey Completed
August 1967

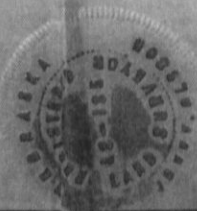

John E. Olsson
E-1538 L.S. 135


STATE OF NEBRASKA, SS
JOHNSON COUNTY

Filed for record in the
County Clerk's office this
18th day of August, 1967
at 10:30 o'clock A. M. and
recorded in Book #24
Page 763

Wayne C. McCoy
County Clerk

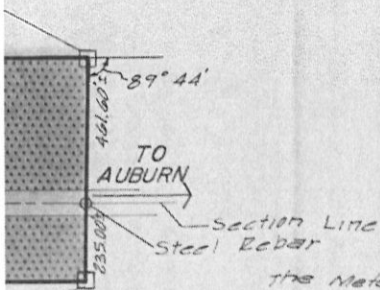
Deputy



Date	Revised	Description
		TECUMSEH ANNEXATION PLAT 1967
		TECUMSEH, NEBRASKA
Scale	1" = 400'	Date
Drawn By	J.L.M.	AUG 4, 1967
Checked By	R.J.	
Approved By		
Drawing No.	1216	Proj. No. 49-67



Sheet
of



DESCRIPTION

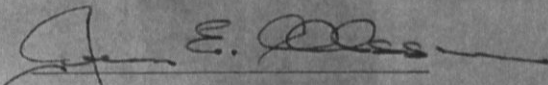
The Metes and bounds description of the annexation Property is as follows:

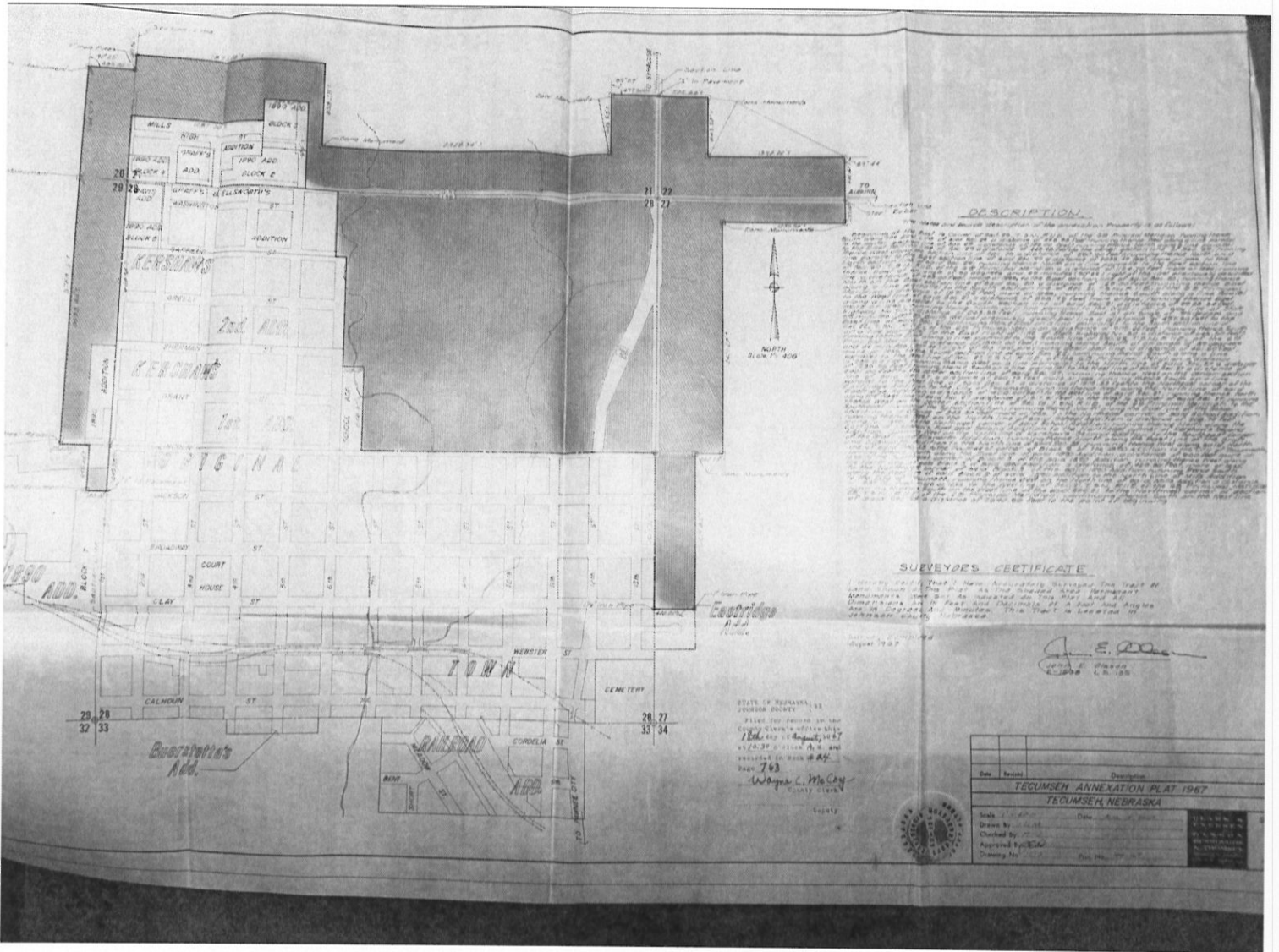
Beginning of the East 1/4 Corner of Sect. 29, T. 5 N., R. 11 E. of the 6th Principal Meridian running thence South along the East Line of said Sec. 29 a distance of 449.33 feet; running thence West along a line parallel to the center section line of Sec. 29 a distance of 183.00 feet; running thence North along a line parallel to the East section line of Sec. 29 a distance of 445.48 feet to the center section line of Sec. 29; running thence West along the section line of said Sec. 29 a distance of 250.00 feet; running thence North on a line parallel to the East section line of said Sec. 29 a distance of 2633.45 feet, more or less, to the North section line of said Sec. 29; running thence North on a line parallel to the East section line of Sec. 20, T. 5 N., R. 11 E. of the 6th Principal Meridian a distance of 1154.70 feet, more or less; running thence East at an angle of 90 degrees and 25 minutes (90° 25') right of the last previously described line a distance of 453.00 feet, more or less, to the East section line of said Sec. 20; running thence North on the East section line of said Sec. 20 a distance of 165.00 feet; running thence East along a line parallel to the South section line of Sec. 21, T. 5 N., R. 11 E. of the 6th Principal Meridian a distance of 1871.06 feet, more or less; running thence South along a line parallel to the West line of said Sec. 21 a distance of 858.25 feet, more or less; running thence East along a line parallel to the South section line of said Sec. 21 a distance of 2928.34 feet, more or less; running thence North on a line parallel to the West right-of-way line of State Highway No. 50 a distance of 643.53 feet; running thence East at an angle of 89 degrees and 59 minutes (89° 59') with the last previously described line a distance of 497.30 feet to the East line of said Sec. 21; continuing thence East on a line parallel to the South section line of Sec. 22, T. 5 N., R. 11 E. of the 6th Principal Meridian a distance of 505.66 feet; running thence South on a line parallel to the East right-of-way line of State Highway No. 50 a distance of 643.50 feet; running thence East along a line parallel to the South line of Sec. 22, T. 5 N., R. 11 E. of the 6th Principal Meridian a distance of 300.00 feet; running thence South at an angle of 89 degrees and 44 minutes (89° 44') right of the last previously described line a distance of 461.60 feet, more or less, to the South section line of said Sec. 22; continuing thence South along a line parallel to the West line of Sec. 27, T. 5 N., R. 11 E. of the 6th Principal Meridian a distance of 235.00 feet; running thence West on a line parallel to the North line of said Sec. 27 a distance of 1235.56 feet; running thence South on a line parallel to the West line of said Sec. 27 a distance of 2401.00 feet to the center section line of said Sec. 27; running thence West on the center section line of said Sec. 27 a distance of 280.75 feet, more or less; running thence South on a line parallel to the West line of said Sec. 27 a distance of 1519.83 feet to the Northeast corner of the Eastridge Addition to the City of Tecumseh; running thence West along the North line of said Eastridge Addition a distance of 400.00 feet to the West line of said Sec. 27; running thence North along the West line of said Sec. 27 a distance of 1517.31 feet to the West 1/4 corner of said Sec. 27; running thence West on the center section line of Sec. 28, T. 5 N., R. 11 E. of the 6th Principal Meridian to the Southeast corner of the School Addition; running thence North along the East line of the School Addition a distance of 648.35 feet, more or less, to the Northeast corner of said School Addition; running thence West on the North line of said School Addition a distance of 208.70 feet, more or less, to the Northwest corner of said School Addition; running thence North along the East line of Kershaw's First and Second Addition to the Northeast corner of Kershaw's Second Addition; running West on the North line of Kershaw's Second Addition to the Southeast corner of the Graft and Ellsworth Addition; running thence North along the East line of the Graft and Ellsworth Addition to the North line of said Sec. 28; running thence West along said North line of said Sec. 28 to the Southeast corner of Block 2 of the 1890 Addition to the City of Tecumseh; running thence North along the East line of said 1890 Addition a distance of 200 feet, more or less, to the Northeast corner of Block 3 of the said 1890 Addition; running thence West along the North line of said Block 3 of said 1890 Addition a distance of 429.30 feet, more or less, to the Northwest corner of said Block 3 of the said 1890 Addition; running thence South along the West line of said Block 3 of said 1890 Addition to the North line of Mills Addition to the City of Tecumseh; running thence West on the North line of said Mills Addition a distance of 1287.00 feet, more or less, to the West line of Sec. 21, T. 5 N., R. 11 E. of the 6th Principal Meridian; running thence South on the West line of the said Sec. 21 to the Northwest corner of section 28, T. 5 N., R. 11 E. of the 6th Principal Meridian; continuing thence South on the West line of said Sec. 28 a distance of 2640.50 feet to the point of beginning.

SURVEYORS CERTIFICATE

I Herabey Certify That I Have Accurately Surveyed The Tract of Land Shown On This Plat As The Shaded Area. Permanent Monuments Were Set As Indicated On This Plat And All Dimensions Are In Feet And Decimals Of A Foot And Angles Are In Degrees And Minutes. This Tract Is Located In Johnson County Nebraska.

Survey Completed
August 1967


 John E. Olsson
 E-1538 LS. 135



DESCRIPTION

The following is a description of the property as shown on the plat:

Block 1, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

Block 2, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

Block 3, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

Block 4, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

Block 5, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

Block 6, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

Block 7, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

Block 8, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

Block 9, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

Block 10, Mills Addition, containing 10 lots, each 1/4 acre, bounded by the Mills Addition on the north, the 1860 Addition on the east, the 1860 Addition on the south, and the 1860 Addition on the west.

SURVEYOR'S CERTIFICATE

I hereby certify that the above described plat is a true and correct copy of the original plat as shown to me by the owner of the same, and that the same is a true and correct copy of the original plat as shown to me by the owner of the same.

J. E. [Signature]
 J. E. [Name]
 State of Nebraska

STATE OF NEBRASKA, ss
 JUDICIAL DISTRICT NO. 1
 COUNTY OF [Name]
 I, [Name], County Clerk, do hereby certify that the above described plat is a true and correct copy of the original plat as shown to me by the owner of the same, and that the same is a true and correct copy of the original plat as shown to me by the owner of the same.

Date	Section	Description
		TECUMSEH ANNEXATION PLAT 1967
		TECUMSEH, NEBRASKA
Drawn by		
Checked by		
Approved by		
Drawing No.		



RIGHT-OF-WAY EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate Gartner Construction hereinafter described, his/her its/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to the City of Tecumseh, Johnson County, Nebraska its successors and assigns, hereinafter called CITY, a permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, manholes, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

A tract of land in Section 28, T5N, R11E, Johnson County, Nebraska and further described on Pages 832 and 833, Book 42 Warranty Deeds.

the area of the above described real estate to be covered by this easement shall be as follows:

A ten (10) foot wide easement following the boundary line of above described property, and starting at the Northeastern most point of said property, and said easement extending south approximately 400 feet and said easement extending west from said Northeastern most point of said property approximately 400 feet.

GENERAL CONDITIONS:

(a) City shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.

(b) City shall also have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all trees which, in falling would come within 15 feet of the nearest electric line conductor, may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by City and City shall have the further right to control and impede the growth of all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

(c) City shall pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.

(d) Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgement of City, endanger or be a hazard to or interfere with the hereinbefore granted rights and provided further that the Grantor shall not allow any buildings, structures, hay or straw stacks or other property to remain or be placed upon the above described easement area, or change or alter the grade of the right-of-way herein described without the prior written approval from City.

(e) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless City forever against the

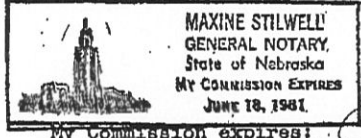
claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 14th day of November, 1978.

Lloyd Hubbs mgr Spartan Land Co.
Dept of Activities Conservators League
City of Fremont, Ne

STATE OF NEBRASKA
COUNTY OF JOHNSON

On this 14th day of November, 1978, before me the undersigned, a Notary Public in and for said County and State, personally appeared Spartan Land Co. Carolyn Kastens Sec of Corp personally to me known to be the identical person(s) and who acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed. Witness my hand and Notarial Seal the date above written.



Maxine Stilwell
NOTARY PUBLIC
Maxine Stilwell.

My Commission expires: June 18, 1981

STATE OF NEBRASKA } SS
JOHNSON COUNTY }

Filed for record in the
County Clerk's office this
12th day of Dec, 1978
at 4:30 o'clock P.M. and
recorded in Book #34
Page 451-452.

Wayne C. McCoy
County Clerk

Deputy

STATE OF NEBRASKA }
JOHNSON COUNTY } 85

Filed for record in the
County Clerk's office this
15 day of April 1999
at 11:00 o'clock A.M. and
recorded in book #42
Page 82-90
Kathleen M. Jewers
County Clerk

ERROL R MEISINGER

TO

THE PUBLIC

BUILDING AND USE RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

Deputy

SHAWNEE RIDGE TECUMSEH, NEBRASKA

This declaration, made the 13th day of April, 1999 by
Errol Meisinger, hereinafter called the Declarant.

WITNESSETH:

Whereas, the Declarant is the owner of the real estate
platted as Shawnee Ridge to the City of Tecumseh, Johnson County,
Nebraska.

Whereas, the Declarant is desirous to subject the real
property herein described to the restrictions, covenants,
reservations, easements, liens, and charges hereinafter set
forth, each and all of which is and are for the benefit of said
property and for each owner thereof, and shall inure to the
benefit of and pass with said property, and each of every parcel
thereof, and shall apply to and bind the successors in interest,
and any owner thereof;

Now, therefore, Declarant hereby declares that the real
property herein described is, and shall be held, transferred,
sold and conveyed subject to the conditions, restrictions,
covenants, reservations, easements, liens, and charges
hereinafter set forth.

DEFINITION OF TERMS

"Building site" shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land of record in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these covenants.

I. PROPERTY SUBJECT TO THIS DECLARATION

The real property in Shawnee Ridge subdivision, present and future plattings, is subject to the covenants, restrictions, conditions, reservations, liens, and charges hereby declared: all to insure the best use and the most appropriate development of each building site therein; to protect the owners of building sites against such improper use of surrounding buildings sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereof of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free space between structures; and, in general, to provide adequately for high type and quality of improvement in said property, and thereby in enhance the value of investments made by purchasers of building sites therein, and to provide for the use of residential lots and common areas by owners of lots herein described.

II. COVENANTS AND RESTRICTIONS

A. All numbered lots shall be known and described as residential building sites except those which are designated for multiple-family dwelling units. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family dwelling not to exceed two and one-half stories in height; however, not less than one automobile garage must be provided for each dwelling unit. Garage restrictions shall not be required for the multiple dwelling building lots.

B. No building shall be erected, placed or altered on any premises in said development until the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by an architectural committee consisting of Errol Meisinger and such other lot owners as he shall appoint to serve with him. In the event of death or resignation of any lot owners on said committee, the remaining member, or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location, within thirty (30) days after said plans and specifications have been submitted to it or, in any

event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approved approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

C. No building shall be located on any lot nearer than 25 feet to front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than six feet to an interior lot line except that a five foot side yard shall be permitted for a garage or other accessory building located 25 feet, or more, from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be construed to permit any portion of the building or a lot to encroach upon another lot.

D. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.

E. No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. No trailer, motorhome, camper, basements, tent, shack, garage, barn, or other out-building shall be erected upon a

building site covered by these covenants or used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No trailer, motor home, camper, or boat trailer shall be stored on any building site for more than 14 days of each calendar year unless housed or garaged.

G. No dwelling shall be permitted on any residential lot described herein having a ground floor square foot area of less than 1,000 square feet in case of a one story structure nor less than 1,200 square feet in case of 1 1/2, 2 or 2 1/2 story structure, exclusive of basements, porches and garages. Basement is defined as any part of the home below highest grade level adjoining the home. The architectural committee may in writing waive the prescribed minimums in situations where such waiver will enhance the beauty and development or where adherence would cause undue hardship to the owner.

H. No animals or poultry of any kind, other than house pets, shall be kept or maintained overnight on any building site.

I. No fence, wall hedge or mass planting shall be permitted to extend beyond the minimum building setback line from any street established herein except upon approval by the architectural committee as provided in Paragraph B.

J. Public concrete sidewalks, four feet wide by four inches thick, shall be installed in front of each improved lot and on the side street of improved corner lots.

K. Provisions of these covenants and restrictions pertaining to residential building sites shall not apply to any

lettered lots.

L. Propane tanks on said premises shall be either buried or screened and shall be placed on said lots as per a written permit from the architectural committee.

III. DURATION OF COVENANTS AND RESTRICTIONS

A. These covenants (A through L) are to run with the land and shall be binding on all parties and all persons claiming under them until 35 years at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the building sites covered by these covenants it is agreed to change said covenants in whole or in part.

B. If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to remove damages or other dues from such violation.

C. Invalidation of any one of these covenants or any part thereof by judgments or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

BY


Errol R. Meisinger

STATE OF NEBRASKA)
COUNTY OF JOHNSON) ss.

On this 13th day of April, 1999, before me, the undersigned, a Notary Public in and for said County, personally came Errol R. Meisinger, to me personally known to be the and identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

Witness my hand and notarial seal at Tecumseh, Nebraska, in said County the day and year last above written.



Karen Straube
Notary Public

My Commission Expires: 7-25-2002.

MATCH LINE

GRANDE SEULE

N

Quinn & Reed
Surveyors

CERTIFICATE OF APPROVAL OF THE FINAL PLAT



CERTIFICATE OF APPROVAL OF STREETS AND UTILITIES

CERTIFICATE OF APPROVAL OF WATER AND SEWAGE SYSTEMS

CERTIFICATE OF OWNERSHIP, CONSENT AND DEDICATION

CERTIFICATE OF ACCURACY

SURVEYOR'S CERTIFICATE

LEGAL DESCRIPTION

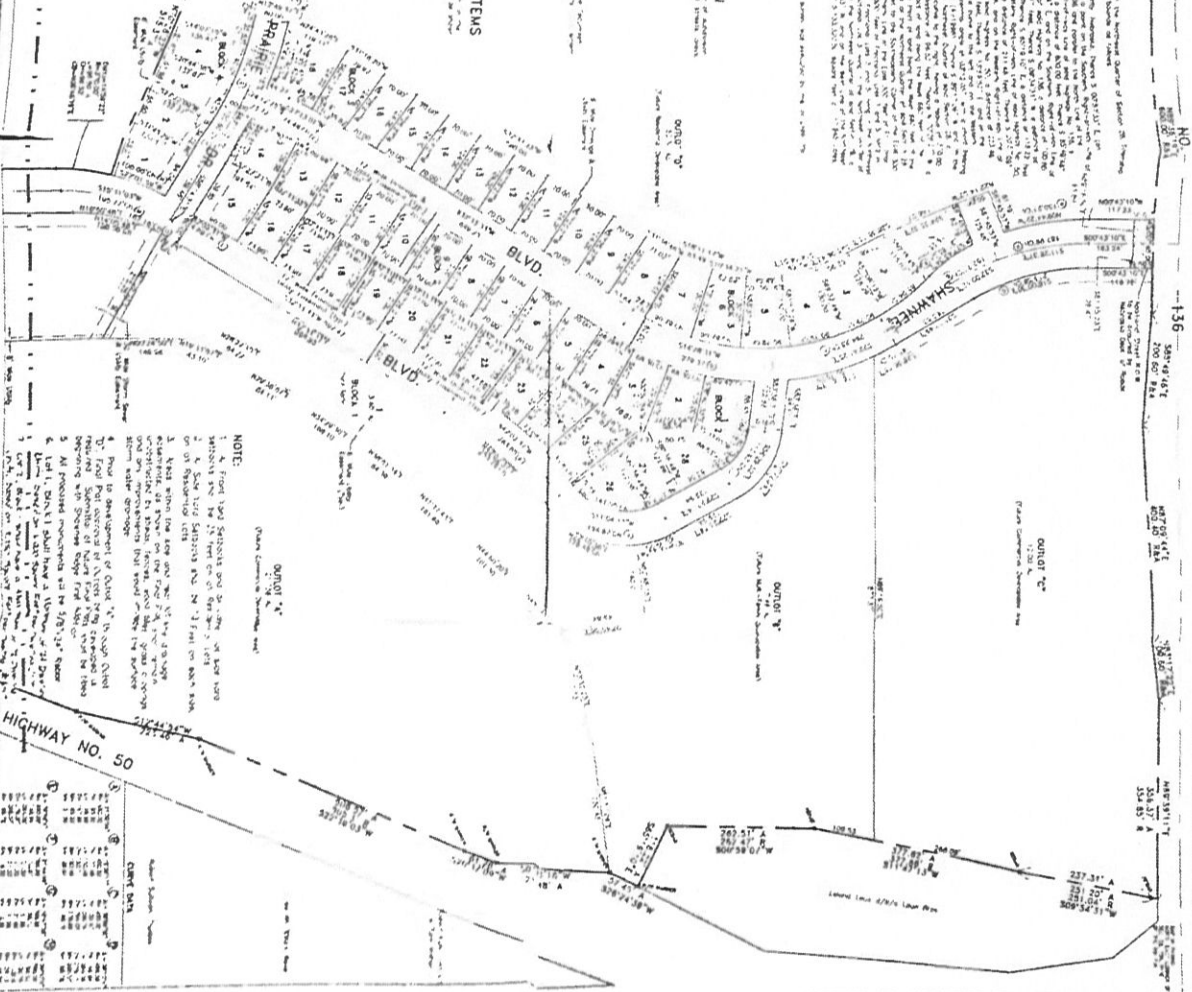
HIGHWAY

NO. 136

136

136

136



NOTE:

1. A front yard setback and side yard setback for the 25 feet on the north side of Shawnee Blvd and 25 feet on both sides of Grand Blvd.
2. No building shall be constructed within the front yard setback.
3. All proposed improvements shall be installed in accordance with the provisions of the City Ordinance.
4. The plat is subject to the provisions of the City Ordinance.
5. All proposed improvements shall be installed in accordance with the provisions of the City Ordinance.
6. Lot 1, Block 1 shall have a width of 25 feet.

FINAL PLAT

SHAWNEE RIDGE ADDITION
TECUMSEH, NEBRASKA

1932-15
10/17/38

10/17/38

10/17/38

10/17/38

10/17/38

10/17/38

10/17/38

10/17/38

10/17/38

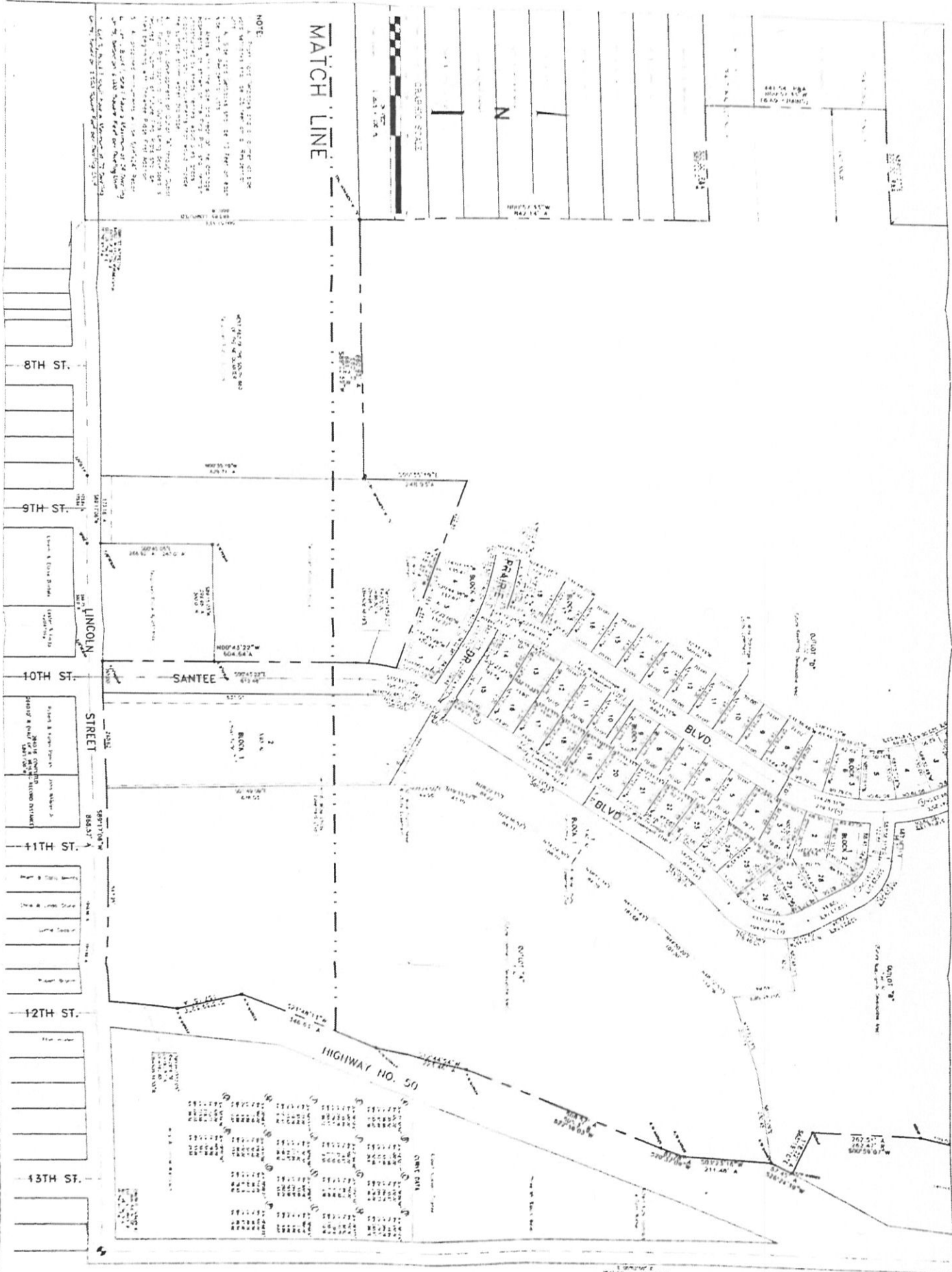
ROSS
Engineering
Inc.

NOTE:
 1. THIS PLAN IS SUBJECT TO THE CITY OF LINCOLN
 ZONING ORDINANCES AND THE CITY ENGINEER'S
 REVIEW AND APPROVAL.
 2. THE CITY ENGINEER'S REVIEW AND APPROVAL
 DOES NOT CONSTITUTE A GUARANTEE OF THE
 ACCURACY OF THE INFORMATION CONTAINED
 HEREON.
 3. THE CITY ENGINEER'S REVIEW AND APPROVAL
 DOES NOT CONSTITUTE A GUARANTEE OF THE
 ACCURACY OF THE INFORMATION CONTAINED
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 ACCURACY OF THE INFORMATION CONTAINED
 HEREON.

MATCH LINE



N



FINAL PLAT

SHAWNEE RIDGE ADDITION
 TECUMSEH, NEBRASKA

Map 1552-C
 1552-1553
 1554-1555
 1556-1557



ROSS
 Engineering
 Inc.

Exhibit B

WARRANTY DEED

David Wilson and Suzanne Wilson, GRANTOR, for One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged by GRANTOR, hereby conveys to Johnson County School District No. 49-0050, commonly known as Johnson County Central Public Schools, GRANTEE, the following described real estate (as defined in NEB. REV. STAT. § 76-201):

Outlot D, Shawnee Ridge Addition to the City of Tecumseh, Johnson County, Nebraska

GRANTOR covenants with GRANTEE that GRANTOR:

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

Executed: _____, 202__.

GRANTOR:

David Wilson

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by David Wilson.

Notary Public

Suzanne Wilson

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Suzanne Wilson.

Notary Public

Exhibit C

MEMORANDUM OF OPTION TO PURCHASE

This MEMORANDUM OF OPTION TO PURCHASE (the "Memorandum") is made effective January 15, 2021, by and between Johnson County School District No. 49-0050, commonly known as Johnson County Central Public Schools (the "School District") and David and Suzanne Wilson (the "Owner") (collectively, the "Parties").

RECITALS

A. The School District and the Owner have executed an Option Agreement to Purchase Real Estate contemporaneously herewith (the "Option Agreement"), the terms of which are incorporated herein by this reference;

B. Pursuant to the terms of the Option, the Owner has granted the School District an exclusive option to purchase certain real property located in Johnson County, Nebraska, and legally described as follows:

Outlot D, Shawnee Ridge Addition to the City of Tecumseh, Johnson County, Nebraska

(the "Property");

C. The School District and the Owner have agreed to execute this Memorandum to give notice of the existence and term of the Option Agreement; and

D. Should there be any inconsistency between the terms of this Memorandum and the terms of the Option Agreement, the terms of the Option Agreement shall prevail;

NOW THEREFORE, the School District and the Owner state as follows:

1. **Option Term.** The term of the Option Agreement shall be for five (5) years commencing on January 15, 2021, and ending on January 15, 2026 (the "Option Term").

2. **Purchase Option.** Pursuant to the terms of the Option Agreement, the School District has the exclusive right to purchase the Property at any time during

the Option Term subject to the terms and conditions set forth in the Option Agreement.

IN WITNESS WHEREOF, the Parties have caused this MEMORANDUM OF OPTION TO PURCHASE to be executed by their respective duly authorized representatives.

SCHOOL DISTRICT:

Johnson County School District No. 49-0050, commonly known as Johnson County Central Public Schools

By: Kim Wellensiek
Kim Wellensiek,
President of the Board of Education
Johnson County Central Public Schools

STATE OF NEBRASKA)
COUNTY OF Johnson) ss.



The foregoing instrument was acknowledged before me this 13th day of January, 2021, by Kim Wellensiek, President of the Board of Education of Johnson County Central Public Schools.

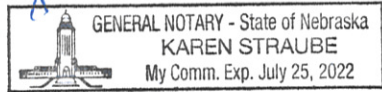
Laurie L. Badertscher
Notary Public

OWNER:

David Wilson
David Wilson

STATE OF NEBRASKA)
COUNTY OF Johnson) ss.

The foregoing instrument was acknowledged before me this 14th day of January, 2021, by David Wilson.

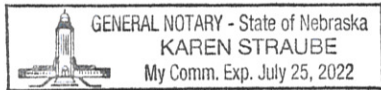


Karen Straube
Notary Public

Suzanne Wilson
Suzanne Wilson

STATE OF NEBRASKA)
COUNTY OF Johnson) ss.

The foregoing instrument was acknowledged before me this 14th day of January, 2021, by Suzanne Wilson.



Karen Straube
Notary Public

Summary View: The ACT State Contract, JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS, 2023-2024

Showing students who are [College Reportable](#)

Group	Year	Admin	Composite		Math	Science	STEM	English	Reading	Writing	ELA
			Valid Number	Mean Score	Mean Score	Mean Score	Mean Score	Mean Score	Mean Score	Mean Score	
JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS	2023-2024	Spring	34	19.0	17.8	17.5	17.9	17.4	22.8	6.1	18.8

Summary View: The ACT (All Data), JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS, 2023-2024

Showing students who are [College Reportable](#)

Group	Year	Composite		Math	Science	STEM	English	Reading	Writing	ELA
		Valid Number	Mean Score	Mean Score	Mean Score	Mean Score	Mean Score	Mean Score	Mean Score	Mean Score
JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS	2023-2024	98	18.3	17.8	18.2	18.3	16.8	20.0	5.8	17.5

Johnson County Central
ACT Compiled Data 2018-2024

Composite = 18.72

Math = 18.37

Science = 19.04

STEM = 18.70

English = 17.11

Reading = 19.85