

PUBLIC COMMENT IN BOARD MEETINGS

The board recognizes the importance of citizen participation in school district matters. In order to assure citizens are heard and board meetings are conducted efficiently and in an organized manner, the board shall set time aside for public comment, at a specific time during the meeting and] prior to the discussion of each agenda item]. If the pressure of business or other circumstances dictate, the board president may decide to eliminate this practice at a particular meeting and will announce that decision at the beginning of the meeting. The orderly process of the board meeting shall not be interfered with or disrupted. Subjects for comment should involve areas within the board’s proper responsibility.

The board has the discretion to limit the amount of time set aside for public comment. The board president shall specify the total amount of time available for public comment prior to opening the public comment period. If public comment is allowed prior to individual agenda items, that limit on the total comment period should also be defined. Individual comments will be limited to 5 minutes for each participant. The board president will recognize these individuals to make their comments at the appropriate time. Only those speakers recognized by the board president shall be allowed to speak. Comments by others are out of order. If disruptive, the individual making the comments or another individual causing disruption may be asked to leave the board meeting.

The board requires any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the board waives the address requirement to protect the security of the individual.

Individuals who have a complaint about employees or students who have complaints shall follow policies 403.05 and 504.01 respectively. The board will follow policy 1005.01 in handling public complaints.

Any written or printed materials to be circulated for a meeting of the school board must be submitted to the superintendent by the Wednesday preceding a Monday night meeting and such information will only be added to the agenda packet at the discretion of the superintendent after consultation with the board president.

Legal Reference: Nebraska Statute 84-1408 to 1414

Cross Reference: 201.07 Board Member Liability
403.05 Public Complaints about Employees

PUBLIC PARTICIPATION AT BOARD MEETINGS:
INTERNAL BOARD POLICIES – METHODS OF OPERATION

Attend

Members of the public shall be permitted to attend and to speak at board meetings. They will not be required to identify themselves as a condition for admission to the meeting. The board may allow advisors, consultants, and other persons who are not board members to appear at the meeting via telephone or other similar means.

The chair has the authority to assure that people conduct themselves in an orderly manner at the meeting. Undue interruption or other interference with the orderly conduct of business will not be allowed. The chair may order persons who are disorderly to be removed from the meeting.

Hear

The board will, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

Record

Members of the public may use recording devices (tape recorder, video camera, etc.) to record any part of a meeting of a public body, except for closed sessions. No recording, other than note taking, shall be done without informing the president in advance. The president shall control the placement of the recording device so the device does not obstruct the view of board members or other members of the public attending the meeting and does not otherwise interfere with the meeting.

Access to Written Materials

At least one copy of all reproducible written material to be discussed at an open meeting will be made available at the meeting for examination and copying by members of the public.

Speak

Members of the public will be permitted to speak at board meetings at which a public forum is on the agenda. Members of the public may also speak when invited to make a presentation or when recognized by the chair. The board is not required to allow members of the public to speak at each meeting. However, the board will not forbid public participation at all meetings.

Members of the public will not be required to have their name be placed on the agenda prior to the meeting in order to speak about items on the agenda.

Members of the public who desire to address the board will be required to identify themselves.

The president or chair for the meeting shall have the authority to establish reasonable time limits for individual speakers and for the duration of public forum sessions.

Speakers will be permitted to address the board consistent with free speech rights. However, offensive language, defamatory remarks, and hostile conduct will not be tolerated. Further, charges or complaints against a school employee shall not be made for the first time at a public board meeting without having followed the school's complaint procedure.

Approved: March 14, 2011 Revised: January 13, 2014 Reviewed: January 13, 2016

Legal Reference:

§§ 79-570; 79-571; § 84-1411; § 84-1412

1/2/24

Staff:

At the December 13th board meeting, there were several thoughts, perspectives, and opinions shared regarding curriculum. While new to Homer, this has been an increasing discussion topic across the state and beyond. What is taught in our schools and HOW we teach things has continued to develop into a priority initiative (or topic or discussion) by elected officials and policy makers in Nebraska over the last few years.

Consider researching this name if you are unfamiliar: Dave Murman/Chairman Education Committee, Nebraska Unicameral.

To keep everyone here informed, the board will have a follow-up discussion regarding curriculum and considerations for procedures for review of curriculum by staff and board, and other related topics at their January 10th meeting.

Today, the administration wants to start by listening to you. Your concerns and opinions matter. To begin, we will break into groups, starting with areas ELA, Social Studies, and Health. Should you feel you would like to participate in this discussion (and are not part of the ELA, Social Studies, and Health) you will be assigned a group. We hope all discussions remain productive and forward thinking. Our only intention today is to facilitate conversation and the opportunity for us to listen to each other regarding your thoughts and concerns.

Gregg

1/3/24

Staff:

Thank you for the opportunity to listen yesterday - listen to your thoughts, listen to your concerns. The opportunity to listen was instructive for me to be more effective as the superintendent.

After our discussions yesterday I would like to emphasize 3 salient points.

You are supported by the board and the administration. Your professionalism and your professional judgment.

We have a great board that I believe provides effective governance for our district. But like any governing body, issues can come up from time to time. The construction and manner in which public comment takes place is an issue that needs to be discussed and addressed. That responsibility falls on me and the board to address and fix. The board and I will address and fix the issue through discussion and deliberation at the next board meeting.

There is a reasonable expectation on the part of the board that administration and staff put together a common sense and collaborative process for reviewing what is taught and how it is taught.

Gregg

Discussion
d

Gregg Cruickshank

From: Gregg Cruickshank
Sent: Tuesday, January 2, 2024 9:39 AM
To: Brandon Nieman; Jamie Chamberlin; Alec Eastman; Matthew Erion; Amy Brand
Cc: Bill McPherran; Jeff Reed; Paul Tighe; Aaron Reis; tkirkholm24@gmail.com; Byron Hall; Kristina Nelsen; Ryan Harris; Gregg Cruickshank
Subject: FW: Homer School Remodel - Pay App 19
Attachments: HCI - Pay App #19 - INV# 11485 (unsigned).pdf

Good Morning All,

- Jamie was in the building this morning.
- I visited with him, Jeff Reed, and Bill McPherran about withholding payment of app 19 (retainage) until Jeff, Bill, and the Board are 100% satisfied with all aspects of the project completion.
- Jamie and I are in agreement.

Gregg

From: Brandon Nieman <bnieman@hochunkconstruction.com>
Date: December 28, 2023 at 1:04:50 PM CST
To: Matthew Erion <merion@bcdm.net>, Alec Eastman <aeastman@bcdm.net>
Cc: Jamie Chamberlin <jchamberlin@hochunkconstruction.com>, Gregg Cruickshank <greggcruickshank@homerknights.org>
Subject: Homer School Remodel - Pay App 19

See attached pay app 19, please sign and return.

Thank You,

BRANDON NIEMAN
PROJECT MANAGER ASSISTANT
Ho-Chunk Construction GROUP
HCI Construction
1505 STABLE DRIVE / S.SIOUX CITY / NE 68776
Office (402) 494-0222
Cell (712) 420-0920

AIA[®] Document G702[™] – 1992

INV # 11485

Application and Certificate for Payment

TO OWNER: Homer Public School 3rd St Homer, NE 68030	PROJECT: Homer School Addition & Renov	APPLICATION NO: 22.588400019	Distribution to: OWNER <input type="checkbox"/>
FROM CONTRACTOR: HCI Construction 1505 Stable Drive S. Sioux City, NE 68776	VIA ARCHITECT:	PERIOD TO: 12/26/2023	ARCHITECT <input type="checkbox"/>
		CONTRACT FOR:	CONTRACTOR <input type="checkbox"/>
		CONTRACT DATE:	FIELD <input type="checkbox"/>
		PROJECT NOS: 225884 / /	OTHER <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703[™], Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$	4,295,729.00
2. NET CHANGE BY CHANGE ORDERS	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	4,295,729.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	4,295,729.00
5. RETAINAGE:		
a. _____% of Completed Work (Columns D + E on G703)	\$	_____
b. _____% of Stored Material (Column F on G703)	\$	_____
Total Retainage (Lines 5a + 5b, or Total in Column I of G703).....	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	4,295,729.00
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	3,866,155.98
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	429,573.02
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: HCI Construction
By: [Signature] Date: 12-26-23
State of Iowa

County of: Woobury
Subscribed and sworn to before me this

Notary Public:
My commission expires: 7/16/2023



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA[®] Document G703[™] – 1992

Continuation Sheet

AIA Document G702[™]-1992, Application and Certificate for Payment, or G732[™]-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 22.588400019
 APPLICATION DATE: 12/26/2023
 PERIOD TO: 12/26/2023
 ARCHITECT'S PROJECT NO: 225884

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G		H BALANCE TO FINISH <i>(C - G)</i>	I RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	% <i>(G ÷ C)</i>		
1	General Conditions	277,870.00	277,870.00			277,870.00	100.00		
2	Demolition	107,660.00	107,660.00			107,660.00	100.00		
3	SiteWork	12,479.00	12,479.00			12,479.00	100.00		
4	Concrete	144,328.00	144,328.00			144,328.00	100.00		
5	Masonry	217,786.00	217,786.00			217,786.00	100.00		
6	Metals	218,828.00	218,828.00			218,828.00	100.00		
7	Wood & Plastics	222,168.00	222,168.00			222,168.00	100.00		
8	Thermal & Moisture Protection	180,274.00	180,274.00			180,274.00	100.00		
9	Doors & Windows	190,089.00	190,089.00			190,089.00	100.00		
10	Finishes	493,960.00	493,960.00			493,960.00	100.00		
11	Specialties	42,538.00	42,538.00			42,538.00	100.00		
12	Fire Protection	34,615.00	34,615.00			34,615.00	100.00		
13	Plumbing	225,028.00	225,028.00			225,028.00	100.00		
14	HVAC	1,261,035.00	1,261,035.00			1,261,035.00	100.00		
15	Electrical	667,071.00	667,071.00			667,071.00	100.00		
Totals GRAND TOTAL		4,295,729.00	4,295,729.00			4,295,729.00	100.00		

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AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Homer Community Schools Homer, NB BCDM No. 5403-00	CONTRACT INFORMATION: Contract For: General Construction Date: May 17, 2022	CERTIFICATE INFORMATION: Certificate Number: 002 Date: October 3, 2023
OWNER: <i>(name and address)</i> Homer Community Schools 212 South 3rd Street Homer, NE 68030	ARCHITECT: <i>(name and address)</i> Beringer Ciaccio Dennell Mabrey, Inc. (BCDM Architects) 1015 North 98th Street, Suite 300 Omaha, Nebraska 68114-2357	CONTRACTOR: <i>(name and address)</i> HCI Construction Co. 1505 Stable Drive South Sioux City, Nebraska 68776

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

Remaining Scope of Services other than Area A Restrooms.

Beringer Ciaccio Dennell
Mabrey, Inc. (BCDM
Architects)

ARCHITECT *(Firm Name)*



SIGNATURE

Alec Eastman,
Architect

PRINTED NAME AND TITLE

August 23, 2023

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

N/A

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

MEI - Final MEP Punch_2023-07-27 (see Submittal Exchange)
BCDM - 5403_Architectural Punch List_2023-08-17 (see Outlook Email)

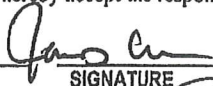
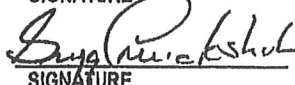
The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Forty-Five (45) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$N/A

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

<u>HCI Construction Co.</u> CONTRACTOR (Firm Name)	<u></u> SIGNATURE	<u>James Clearbark</u> PRINTED NAME AND TITLE	<u>10-1-23</u> DATE
<u>Homer Community Schools</u> OWNER (Firm Name)	<u></u> SIGNATURE	<u>Greg Crickshank</u> PRINTED NAME AND TITLE Supt.	<u>10-4-23</u> DATE