

**Board of Education Regular Meeting**  
Elementary Media Center, Twin River Public School  
PO Box 640  
Genoa, NE 68640  
Monday, January 19, 2026 7:30 PM

Alex Cornwell: Present  
John Nelson: Present  
John Reeg: Present  
Jennifer Swantek: Absent  
Chelsa Thompson: Present  
Jeremy Vetick: Absent

1. Meeting Called to Order

1.1. Pledge of Allegiance

1.2. Roll Call

1.2.1. Excused/Unexcused Absences

1.3. Open Meeting Law

1.4. Meeting Properly Published and Posted

2. Rules for Public Participation Stated

2.1. Visitors

2.1.1. STAR Project Presentation

3. Review Board Code of Ethics and Organization of the Board

3.1. Review of Policies relating to Board Conduct.

3.1.1. Policy 2005: Conflict of Interest

3.1.2. Policy 2006: Complaint Procedure

3.1.3. Policy 2012: Board Code of Ethics

3.1.4. Policy 2013: Violation of Board Ethics

3.2. Appointment of Board President.

- 3.3. Appointment of Board Vice President.
- 3.4. Appointment of Board Secretary.
- 3.5. Appointment of Board Treasurer.
4. Consent Agenda
  - 4.1. Minutes of Previous Meetings
  - 4.2. Claims and Treasurer's Financial Report
5. Reports of Administrators and Committees
  - 5.1. Principal's Reports
  - 5.2. Activities Report
  - 5.3. Superintendent Report
  - 5.4. Board of Education Committee Report(s)
6. Approve amendments to the Superintendent's contract for the 2026-27 contract year beginning July 1, 2026.
7. Approve the hire of Morgan Marotz for a 2026-27 Special Education Teacher position.
8. Discuss and appoint Smith & Sons for bus inspections.
9. Discuss and appoint Andy Banahan as the Title IX Coordinator.
10. Discuss and appoint KSB as legal counsel for Twin River Public Schools.
11. Consider and appoint the Genoa Leader Times as the approved media outlet for publicizing meetings for Twin River Public Schools.
12. Discuss and appoint Cornerstone Bank of Monroe, Genoa Community Bank, and Bank of Clarks in Silver Creek as the Official Depositories of Twin River Public Schools.
13. Discuss and approve combining the Reserve Account and the General Fund Savings account into one account that would represent money held in reserve.
14. Discuss and approve the transfer of \$1,000,000 from the General Fund Checking Account to the Reserve Account.
15. Discuss and approve the transfer of \$9,000,000 from the Bond Holding Account to the Building Fund for construction expenses.
16. Discuss and approve the purchase of a 2026 Chrysler Pacifica for \$40,395.

17. Discuss and approve the purchase and installation of metal welding booths in the new shop area for \$24,853.00
18. Approve payment to Mid-State Engineering & Testing of \$25,148.75 for construction related costs.
19. Approve payment to Clark & Enersen for \$20,618.01 for construction related activities.
20. Approve payment of \$644,095.77 to Hausmann Construction for construction related costs.
21. Positive Comments
22. Next Meeting: Strategic Planning Workshop at Dusters in Columbus on January 26th at 6:00 pm. The next regularly scheduled board meeting will be February 16th at 7:30 PM at the Elementary Media Center.
23. Adjournment

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Jennifer Swantek, Board President

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John Reeg, Board Secretary

## **2005 Conflict of Interest**

Any member of the board of education who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For purposes of this policy:

a. Business with which a board member is associated shall include the following:

(1) A business in which the board member or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.

(2) A business in which the board member or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the board member or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the board member reports the name and address of the company and stockbroker.

b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.

c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.

2. Contracts with the School District.

a. No board member or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in

any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular office hours the proposals considered and the contract awarded. Board members who enter into employment contracts with the school district must also comply with the board's policy on the employment of board members.

- b. The existence of any conflict of interest in any contract in which the board member has an interest and in which the school district is a party, or the failure to make public the board member's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for the board member to make public notice shall apply when the board member, or his or her parent, spouse, or child has a business association with the business involved in the contract or will receive a payment, fee, or commission as a result of the contract.
- d. The prohibition in this section does not apply if the contract is an agenda item approved at a board meeting and the board member:
  - (1) Makes a declaration on the record to the school board regarding the nature and extent of his or her interest prior to official consideration of the contract;
  - (2) Does not vote on the matters of granting the contract, making payments pursuant to the contract, or accepting performance of work under the contract, or similar matters relating to the contract, except that if the number of members of the school board declaring an interest in the contract would prevent the board with all members present from securing a quorum on the issue, then all members may vote on the matters; and
  - (3) Does not act for the school board as to inspection or performance under the contract in which he or she has an interest.

### 3. Contracts with Board Member's Immediate Family.

- a. If a person in a board member's immediate family is an employee of this school district, the board member may vote on all issues of a contract which are generally applicable to:
  - (1) All district employees.
  - (2) All employees within a specific classification but which does not single out the member of his or her immediate family.

### 4. Employing Members of the Immediate Family.

- a. A board member may recommend for employment or supervise the employment of an immediate family member if:
  - (1) The board member does not abuse his or her position.
  - (2) Abuse of official position shall include, but not be limited to, employing an immediate family member:
    - (i) who is not qualified for and able to perform the duties of the position;
    - (ii) for any unreasonably high salary;
    - (iii) who is not required to perform the duties of the position.
  - (3) The board makes a reasonable solicitation and consideration of applications for employment.
  - (4) The board member makes a full disclosure on the record to the governing body of the school district and to the secretary of the board. If the secretary of the board of education would be the individual filing the disclosure statement, the statement shall be filed with the president of the board of education.
  - (5) The board approves the employment or supervisory position.

b. The board has not terminated the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.

5. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment

a. No board member shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:

(1) a public official, public employee, or candidate.

(2) a member of the immediate family of an individual listed in Subparagraph 'a' above.

(3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.

b. No board member shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the board member would thereby be influenced.

c. A board member shall not use or authorize the use of his or her public office or any confidential information received through the holding of a public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which he or she is associated.

d. A board member shall not use personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.

6. Conflict of Interest Relating to Campaigning or Political Issues

a. Except as provided below, the board shall not authorize the use of personnel, property, resources, or funds under its jurisdiction for the purpose of campaigning for or against the nomination or

election of a candidate or the qualification, passage, or defeat of a ballot question.

- b. This does not prohibit the board from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
- c. This does not prohibit the board from discussing and voting upon a resolution supporting or opposing a ballot question.
- d. This does not prohibit the board, while legally seated as a body, from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
  - (1) The board may designate one or more members of its body, or one or more of its school administrators, to speak on behalf of the board on specific occasions such as public meetings or legislative hearings.
  - (2) Any member of the board may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the board. However, this shall not be done during a time that the individual is engaged in his or her official duties.

## 7. Conflict of Interest Statement

- a. Any board member who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

- (1) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
  - (2) Deliver a copy of the statement to the school board secretary who shall enter the statement onto the school district's public records; and
  - (3) Abstain from participating or voting on the matter in which he or she has a conflict of interest.
- b. If the board member would like a formal opinion from the NADC as to whether there is an actual conflict of interest, he/she shall deliver a copy of the statement to the NADC.

#### 8. Recordkeeping

- a. The board secretary shall maintain a separate record of the following information for every contract entered into by the school board in which a board member has an interest and for which disclosure was made pursuant to section 2d of this policy:
  - (1) The names of the contracting parties.
  - (2) The nature of the interest of the board member in question.
  - (3) The date that the contract was approved.
  - (4) The amount of the contract.
  - (5) The basic terms of the contract.
- b. The information supplied relative to the contract shall be provided no later than ten (10) days after the contract has been signed by both parties. The ledger kept by the board secretary shall be available for public inspection during normal working hours of the office in which it is kept.

9. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: June 19, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **2006 Complaint Procedure**

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different procedure required by law, policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When those efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth in any specific policy addressing those areas or the procedures set forth below. Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

Under this policy, factual conclusions will be based on a preponderance of the evidence.

### **Complaint and Appeal Process.**

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, coordinator, superintendent, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.
  - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.

- b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
  - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
  - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may be submitted to the applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov); by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or coordinator, the administrator or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the respondent.
    - 1) If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:
    - 1) All relevant details of the complaint;

- 2) All witnesses and documents which the complainant believes support the complaint;
    - 3) The action or solution which the complainant seeks.
  - d) Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.
4. If either the complainant or the respondent is not satisfied with the decision, he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal.
  - a) The appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.
  - c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.
  - d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.
5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that

may involve oversight or discipline of students, staff, or others, unless those involve allegations against the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:

- a) When the complaint is about a board policy, not implementation of the policy;
- b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
- c) When the board is required by law, policy, or contract to hear a complaint or appeal.

If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, he or she may appeal the decision to the board.

- d) This appeal must be in writing.
- e) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated the decision to the complainant.
- f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint or appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
- g) The board president will notify the complainant and any other person legally required to receive the decision in writing of the decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.
- h) There is no appeal from any decision of the board unless authorized by law.

6. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
  - a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.
  - b) Determine whether the complainant has discussed the matter with the superintendent.
    - 1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.
    - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
  - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.
  - d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.

- e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

**No Retaliation.** The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

**Special Rules Regarding Educational Services and Related Services to Students with Disabilities.** Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

**Bad Faith or Serial Filings.** The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of

command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (d) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent or board president without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: \_\_July 17, 2024\_\_\_\_\_

Revised on: \_\_July 21, 2025\_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **2012 Board Code of Ethics**

The board recognizes that collectively and individually, all members of the board must adhere to an accepted code of ethics in order to improve public education. Board members must conduct themselves professionally and in a manner fitting of their position.

Each board member shall:

1. Attend all regularly scheduled board meetings insofar as possible, and become informed concerning the issues to be considered at those meetings;
2. Endeavor to make policy decisions only after full discussion at publicly held board meetings;
3. Render all decisions based on the available facts and his or her independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
4. Encourage the free expression of opinion by all board members, and seek systematic communication between the board and students, staff and all elements of the community;
5. Work with other board members to establish effective board policies and to delegate authority to the superintendent to administer the school district;
6. Communicate expressions of public reaction to the board policies and school program to other board members and the superintendent;
7. Learn about current educational issues by individual study and through participation in seminars and programs, such as those sponsored by the state and national school board associations;
8. Support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff;
9. Avoid being placed in a position of conflict of interest, and refrain from using the board member's position on the board for personal or political gain;

10. Refrain from discussing the confidential business of the board in any setting except a board meeting;
11. Refrain from micro-managing the affairs of the school district;
12. Recognize the superintendent as the executive officer of the board;
13. Work constructively and collegially with the other members of the board, students, staff and patrons.
14. Refer complaints to the superintendent or building principal, as appropriate;
15. Always be mindful of his/her fiduciary obligation to the school district, including duties of loyalty and care, by placing the interests of the district above the board member's personal interests.
16. Remember that a board member's first and greatest concern must be the educational welfare of the students attending this district's schools.

Adopted on: June 19, 2023

Revised on: \_\_\_\_\_

Reviewed on: September 15, 2025\_\_\_\_\_

**2013**  
**Violation of Board Ethics**

The board of education is responsible for enforcing the code of ethics of its members. If any member of the board commits a serious or repeated violation of the code, the board may take any of the following steps:

1. The board president may confer with the board member who has violated the code of ethics in order to:
  - a. Identify the provision of the code that the member has violated;
  - b. Propose how the member can remedy the violation;
  - c. If the board member who violated the code is the board president, the vice president is empowered to confer with the president about the violation.
2. The board may discuss the violation as an agenda item at a meeting to confront the offending board member. However, the board will not enter closed session to hold the discussion of the ethics violation unless the Open Meetings Act authorizes a closed session.
3. The board may vote to publicly censure any board member who commits a serious or repeated violation of the code. The board will pass a censure motion to inform the community that an individual member of the board is not fulfilling the responsibilities for which he or she was elected.

Adopted on: June 19, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**Board of Education Regular Meeting**  
Elementary Media Center, Twin River Public School  
PO Box 640  
Genoa, NE 68640  
Monday, December 15, 2025 7:30 PM

Alex Cornwell: Present  
John Nelson: Present  
John Reeg: Present  
Jennifer Swantek: Present  
Chelsa Thompson: Present  
Jeremy Vetick: Present

1. Meeting Called to Order

1.1. Pledge of Allegiance

1.2. Roll Call

1.2.1. Excused/Unexcused Absences

1.3. Open Meeting Law

1.4. Meeting Properly Published and Posted

2. Rules for Public Participation Stated

2.1. Visitors

Multiple people attended in support of Coach Koch

Kade Lund-Team captain on behalf of the football team, speaking for support of coach Koch. He expressed gratitude to the coach for encouraging growth throughout the season and making him a captain even when he didn't think he could be a captain. He looks out for everyone and does not pick favorites. Without Coach we will not be able to perform as well, and the team is worried about next season because it is hard to find good coaches.

Cory Miller- Would like to get some questions answered and rumors on the present issue. His student was upset that Koch would no longer be the coach. Had a good conversation with Bartels in regard to the issue. But wanted to remind the board of his support for the school and the district, though at times this is difficult. States there are several students that live in Silver Creek that attend other schools. States the district needs coaches like Coach Koch. He coaches with his heart and teaches the kids accountability and there will be way more people that have good things to say than bad.

Braedyn Ramaekers- States Kade covered a lot of what he was going to say. States Coach has always been with us and has done so much for the team.

Bodie Kingsley- From a student perspective, worried about what might be lost, had a great record with Coach Koch. Coach Koch is like a father figure in life, both on the field and in school. Coach Koch is always there. He stated that this issue means a lot to the students. They feel so strongly they were brave enough to speak up about the issue.

### 3. Consent Agenda

motion to approve Passed with a motion by John Nelson and a second by Chelsa Thompson.  
Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

#### 3.1. Minutes of Previous Meetings

#### 3.2. Claims and Treasurer's Financial Report

3.3. Discuss and approve a donation of sick days to a certificated staff member.

### 4. Reports of Administrators and Committees

#### 4.1. Principal's Reports

Andy Banahan-Ran a trial ehall pass system in November. This helped track the amount of passes students are requesting and it tracks how long the students are gone. Attended the state principal conference the first week of December. Spoke with others about hot topics such as chronic absenteeism, motivating un-motivated students, and effective parent-teacher conferences. Also working on setting MTSS goals for the second semester.

Brenda Buhl- Also attended state principal conference. Dec. 5th visitor from NE Farm Bureau Foundation presented "who grew my soup" to 3rd grade and " Sandhill Cattle and River Valley Soybeans" to 4th grade. Dec 9th-11th Fast Bridge testing for ELA & Math. 2nd grade visited Genoa Medical Facility for music and games on Dec. 10th. SHIP hosted a family engagement night making ornaments on Dec 15th. The holiday concert is coming up on December 22nd at 6:30 pm.

#### 4.2. Activities Report

Logan Douglas- Wrestling-Boys and girls have completed 2 tournaments so far this season. The boys placed 7th as a team at the North Bend invite last week. Basketball- Girls season is 2-2 defeating East Butler and H & H. Boys-season is 2-2 defeating SRC and H & H. Play production finished their season with 4th at districts. Noah Anderson, Tate Urkoski, Katelyn Priester, and Carson Kershaw all named outstanding performers and Noah Anderson received best overall actor. Jr High girls will finish up their season on Monday Dec 15th. JH Boys wrestling will finish their season Sat. Dec 20th. The upcoming NSAA Moratorium from December 24-28th no gym access during this time.

#### 4.3. Superintendent Report

Brandi Bartels-AQuESTT classifications: District-Good, High School- Excellent, Middle School-Good, Elementary-Good. Curriculum review in progress. Gave overview of school

funding commission reports. Working on and adjusting to some of the governor's priorities in regard to tax credits, mandates, and state budget shortfall. USU Date dig- would like ESU 7 to assist with hiring consortium, continue to develop MTSS process K-12, and assistance creating procedures, processes, and best practices at Twin River Public Schools.

#### 4.4. Board of Education Committee Report(s)

Nelson- Met with building commission. Discussed water purification for drinking stations and kitchen

Bartels -received new bus that is handicap accessible. New vans have arrived also. Going to sell bus #4. TRPS is now in compliance with new upcoming van regulations.

#### 5. Approve the 2026-27 Negotiated Agreement.

Motion to approve negotiated agreement Passed with a motion by Jeremy Vetick and a second by Alex Cornwell.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

#### 6. Discuss and approve contract of \$7,475.00 to Environmental Services for asbestos removal and disposal in the 1929 building.

motion to approve contract Passed with a motion by Alex Cornwell and a second by John Reeg.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

#### 7. Approve payment to Clark & Enersen for \$20,331.52

Motion to approve Passed with a motion by John Nelson and a second by Chelsa Thompson.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

#### 8. Approve payment to Hausmann Construction for \$1,356,758.11

motion to approve Passed with a motion by John Reeg and a second by Alex Cornwell.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

#### 9. Positive Comments

Swantek Nice to see the stone soup with the kids during environmental week

Bartels- Nice to see the support and involvement with SHIP, booster club, and residents and staff

Nelson-students did very well speaking tonight

#### 10. Date, Time, and Location of Next Meeting: January 19, 2027 at 7:30 pm at the Elementary Media Center.

11. Executive Session to discuss Superintendent evaluation.

Motion to adjourn Passed with a motion by Jeremy Vetick and a second by John Nelson.  
Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa  
Thompson: Yea, Jeremy Vetick: Yea

12. Adjournment

Motion to adjourn at 8:44 pm Passed with a motion by Chelsa Thompson and a second by John  
Reeg.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa  
Thompson: Yea, Jeremy Vetick: Yea

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Jennifer Swantek, Board President

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John Reeg, Board Secretary

**Twin River Board of Education**  
**Monday, January 19, 2026**

- Winter Testing completed
  - FastBridge-completed in December
  - MAP: K-6th grade
  
- NDE Zoom - Literacy update - Friday, January 16
  - ALL staff who work with students 4 y/o - 3rd grade will require adequate training in the area of reading. This includes PE, Art, Music, etc. as well as contract service staff. What training will look like for various roles is still being determined.
  - Screeners: the number of approved reading screener assessments that meet the requirements of the Nebraska Reading Improvement Act is being reviewed. Approved screeners will be released at the end of February.
  
- SHIP
  - January 29th: Family engagement event: Book Bingo/Book Fair
  - February 4th and 5th: Scholastic Book Fair during P/T Conferences

## High School Principal Update

### January 5th Staff Work Day

- Staff worked on curriculum mapping for subject areas (K-12 Alignment)
- Safety Team Met
- Secondary Teacher's Meeting
  - MAP Testing
  - E-Hall Pass
  - Student Behavior Tracking (MTSS)

### Winter MAP

- Have completed two sections of the Winter MAP in grades 7-11
  - Testing Science on Wednesday Jan. 28th
  - Math Growth
    - Scores are trending positively for high school students.
    - Gathering data for K-12 to show student progress on the school year

### Upcoming Testing

- ELPA 21 starting in February
- ACT & PreACT on April 8th
- Spring NSCAS in April

### Upcoming Events/Dates

- Jan 21 - 1:30 PM Dimissal
- Parent Teacher Conferences Feb. 3rd & 4th
- No School Feb 5th
- Teacher work day Feb 21st

## January Activity Update

### **Wrestling**

The boys wrestling team has finished their home meets for the season. Last Thursday, they hosted Syracuse and Fairbury in a triangular at home for parents night. Senior wrestler Landon Couthon ended his last home wrestling match with a pin! Last Saturday, the boys team went to Cross County where they had 3 first place finishes with Braxtin Fowler, Cade Kunkel, and Zach Held. Chance Swantek finished in 2nd place, Anden Andel and Tate Small both finished in the top 6 of their brackets. The boys team has a dual at Fullerton Thursday night and the Conference meet will be on February 5th in East Butler.

On the girls wrestling side, Zoey Macdonald has competed in 5 meets this year. As a first year wrestler, she has competed at the varsity level in her matches and has shown great growth throughout the season.

### **Basketball**

Girls basketball is currently sitting at a record of 5-9. They will make the trip to Meridian tomorrow night and we host High Plains Thursday. Saturday, we begin the conference tournament for the girls playing at 1:00 pm at the York Auditorium. They will have a play-in game against East Butler, who they beat 53-45 earlier in the season.

Boys basketball currently has an 8-5 record. They will compete against Meridian and High Plains this week as well. Their conference tournament play begins Monday @ 6:00 PM against Cross County. The Boys Basketball team won the holiday tournament in Stanton over Christmas break.

### **Jr. High Boys Basketball**

The JH Boys Basketball team has played one game this season against Humphrey-Lindsay Academy. They play Aquinas Catholic at home tonight and face off against Osceola at home tomorrow night.

### **Jr. High Girl Wrestling**

There is one girl out for Jr. High wrestling this season. She wrestled in Central City last Monday bringing home the gold, winning two matches by pin and one by decision. She will wrestle again Saturday in Schuyler.

### **Speech**

The speech team hosted their first meet of the season on the 10th. Twin River finished 4th place overall.. At High Plains last Saturday, Ava Martinez finished 1st place in all three of her categories and multiple performers finished in the top 3.

Superintendent Report  
January 19, 2026

- Reminder that February 17th is the last day for incumbents to file for reelection.
- Looking to update and refresh our Football field/Track scoreboard this Spring.
- New Building Items:
  - Welding booth purchase was finalized
  - Seeking bids on appliances for the FCS room, Concession Stand, and Staff Workrooms, etc.
  - Finalized keying for the new addition as well as existing spaces
  - Finalized “Legacy Wall” - Interactive screen to look up records, Another TV to display pictures
  - Discussing placement of new marquee by the Main Entrance
  - Discussing moving the freezer mid March to keep things moving in the Kitchen
  - Waiting on the design team to incorporate a water filtration system as discussed with Culligan
  - Waiting on a furniture bid
  - Creating a Moving Schedule for May and over the summer
- Legislative Update
  - The 1st Day of the Legislative session was on January 7th.
  - Possible Option Enrollment changes that would include siblings
  - Adding a exceptions to the “no suspension for K-2 grade students” including causing physical harm to other students and/or staff members
  - Students retained in 3rd grade if they do not meet reading standards.
  - Pathways for certification
  - Nonvoting students on the school board
  - Changing retirement no work period from 180 days to 120 days
  - LB 1038 - Changes to TEEOSA: more equalized schools, levy cap at .50 instead of \$1.05
- Nebraska Literacy
  - All teachers serving students age 4 to 3rd grade would be required to complete training by July 2028. Waiting on some clarification on other grade levels and subject areas.
    - Currently, Mrs. Buhl and 6 PK-3 grade teachers/paras are in LETRS training
    - Currently, Mr. Banahan and 2 other secondary teachers are doing the Science of Reading
- Pay changes starting on January 1, 2026
  - Minimum wage is now \$15 per hour
  - Transportation mileage rate increased from \$.70 to \$.725 per mile

# School Board Committees

| Transportation          | Building and Sites       |
|-------------------------|--------------------------|
| Chelsa Thompson - chair | Alex Cornwell - chair    |
| John Nelson             | John Nelson              |
| Jeremy Vetick           | John Reeg                |
|                         |                          |
| American Civics         | Negotiations and Finance |
| Chelsa Thompson - chair | John Reeg - chair        |
| Jennifer Swantek        | Alex Cornwell            |
| Jeremy Vetick           | Jennifer Swantek         |
|                         |                          |

**Amendments to the contract.**

**2026-2027 Salary:** \$139,000 starting July of 2026.

**Add Christmas Eve** to the Holidays section without loss of pay or using PTO.

**Executed by the Board this 19 day of January, 2026.**

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

**Executed by the Superintendent this \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

\_\_\_\_\_  
Superintendent



**MATHESON**

ask. . The Gas Professionals™

MATHESON Tri-Gas Inc.  
150 Allen Road  
Basking Ridge, NJ 07920  
Tel. 908-991-9200  
Fax. 908-604-1463  
www.MATHESON-trigas.com

**EQUIPMENT SALE AGREEMENT**

This Equipment Sale Agreement (the "Agreement") is made and entered into as of the 5<sup>th</sup> day of January 2026, (the "Effective Date") by and between Matheson Tri-Gas, Inc., a Delaware corporation ("Seller"), and Twin River High School ("Buyer"), having a plant located at 816 Willard Ave, Genoa, NE 68640 ("Buyer's Plant"). MATHESON and Buyer hereby agree as follows:

1. **Sale of Goods.** Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth on Exhibit A (the "Goods") in the quantities and at the Prices listed in Exhibit A and upon the terms and conditions set forth in this Agreement.

2. **Delivery.** All products shall be shipped FOB origin location, and the cost of the freight shall be added to the final invoice. Seller shall not be liable for any delays, loss or damage in transit. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of the quantity purchased under this Agreement. If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered.

3. **Non-Delivery.** The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within fifteen (15) days of the date when the Goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the Goods shall be limited to delivering the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. **Title and Risk of Loss.** Title and risk of loss pass to Buyer when carrier picks up equipment at place of origin. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Delaware Uniform Commercial Code.

5. **Inspection and Rejection of Nonconforming Goods.** Buyer shall inspect the Goods upon receipt with 8 hours ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in this Agreement; or (ii) the product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility or to the manufacturer of the equipment, at Seller's discretion. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

Buyer acknowledges and agrees that the remedies set forth are Buyer's exclusive remedies for the delivery of Nonconforming Goods. All sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

6. **Price and Payment Terms** Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Exhibit A. Buyer shall pay a deposit of 25% down at time of order. Balance of 75% shall be due thirty (30) days from shipment of product. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes, provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets. Buyer shall not, and acknowledges that it will have no right, under this Agreement, any other agreement, document or law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Seller or any of its affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Seller or its affiliates, whether relating to Seller's or its affiliates' breach or non-performance of this Agreement or any other agreement between Buyer or any of its affiliates, and Seller or any of its affiliates, or otherwise.

7. **Warranties.** All applicable manufacturer warranties will be conferred by Seller to Buyer. SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE REMEDIES SET FORTH IN SECTION 5 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 5.

8. **Limitation of Liability** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SELLER WAS

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

9. **Compliance with Law.** Buyer is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Buyer has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

10. **Indemnification.** Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party in a final non-appealable judgment, relating to/arising out of or resulting from any claim of a third party or Seller arising out of or occurring in connection with the products purchased from Seller or Buyer's negligence, willful misconduct or breach of this Agreement. Buyer shall not enter into any settlement without Seller's or Indemnified Party's prior written consent.

11. **Entire Agreement.** This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

12. **Survival.** Subject to the limitations and other provisions of this Agreement, (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement, and (b) sections 8, 9, 10 and 11 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

13. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14. **Amendments.** No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing and identified as an amendment to and signed by an authorized representative of each Party.

15. **Waiver.** No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. **Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise. Notwithstanding the previous sentence, the Parties intend that Buyer's rights under Section 3, Section 5 and 7 are Buyer's exclusive remedies for the events specified therein. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

17. **WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

18. **Force Majeure.** Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Buyer to make payments to Seller), when and to the extent such failure or delay is caused by or results from acts beyond the control of the impacted Party ("Impacted Party"), including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, [OTHER POTENTIAL DISASTER(S)] OR CATASTROPHE(S), SUCH AS EPIDEMICS,] or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE BY THEIR RESPECTIVE OFFICERS THEREUNTO DULY AUTHORIZED.

Buyer name: Twin River School Matheson  
By: Brandi Bartels By: \_\_\_\_\_  
Name: Brandi Bartels Name: \_\_\_\_\_  
Title: Superintendent Title: \_\_\_\_\_  
Date: 1/5/26 Date: \_\_\_\_\_

## Exhibit A

Buyer's tax exemption forms have been approved for sales tax to not be charged

 Yes No

Buyer will arrange for shipment of equipment, ownership to transfer at shipping origin location

 Yes NoEquipment Description and pricing

| Quote Number  | Description   | Qty |          | Price Total |
|---------------|---|-----|----------|-------------|
| RP-20260105-2 | <b>WELDING BOOTH</b>  |     |          |             |
|               | <b>Welding booth wall panel (7 booths)</b><br>* 6' wide x 8' tall<br>* 14 GA tubing<br>* 14 GA Wall Sheets<br>* Powder Coated Gray  | 7   | 1,390.00 | 9,730.00    |
|               | <b>Booth wall shim kit</b>  | 3   | 20.00    | 60.00       |
|               | <b>Welding booth top bar</b><br>* Powder Coated Gray  | 7   | 54.00    | 378.00      |
|               | <b>Wall / Corner bracket</b><br>* Powder Coated Gray  | 14  | 13.50    | 189.00      |
|               | <b>Strip Curtains</b><br>* Black<br>* 72" x 8"  | 90  | 15.50    | 1,395.00    |
|               | <b>Universal Curtain Hardware</b><br>* 2' long  | 21  | 10.00    | 210.00      |
|               | <b>Pole style table</b>   | 7   | 800.00   | 5,600.00    |
|               | Custom Cooling and Heating, INC.<br>11720 O Street<br>Lincoln, NE 68520 402-489-9227<br><br>Bid expiration date: 3/15/2026<br>We propose to furnish all materials and perform all labor necessary to complete the following: Install welding booths for remodeled welding area at Twin River High School, Genoa, NE.<br><br>Welding classroom project:<br><br><b>Booths:</b><br>• Assemble & install (7) Welding booths (Provided by Matheson or Customer)<br>o Booths will have necessary brackets for attaching to wall & floor<br>o Install provided crossbar & strip curtain for doorways & side of booths (as applicable)<br>o Install provided welding tree for interior of booth | 1   | 6,741.00 | 6,741.00    |

EQUIPMENT LEASE AND SALE AGREEMENT

|           |   |  |               |                  |
|-----------|---|--|---------------|------------------|
|           | <p>o No other installation of curtain or tables included.</p> <p><b>Twin River HS to provide:</b></p> <ul style="list-style-type: none"> <li>• Access to areas where installation of pipe &amp; equipment to occur during normal working hours</li> <li>• Customer to move any lights and obstructions as needed</li> </ul> <p>**** Any structural work or electrical -- not included in above bid****</p> <p>**** Mixed gas piping, compressed air piping, high voltage, and control wiring done by others -- not included in above bid****</p> <p><b>Warranty Information</b><br/>Installation:<br/>Custom Cooling and Heating, INC has a one year workmanship warranty on all work performed by our company.</p> <p>All of the work to be completed in a substantial and workmanlike manner for the sum of total of bid option chosen Dollars (\$*****). Plus any options</p> <p>Payment for the agreed upon price, or the price as amended in accordance with this proposal, is to be made upon completion of "Job".</p> <p>Proposal is valid until 3/15/2026, unless it is communicated by Custom Cooling &amp; Heating to [owner, contractor] prior to acceptance that this proposal has been revoked and is no longer valid.</p> <p>Any alterations or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders from [owner, contractor] or from the [owner, contractor]'s authorized representative , and will become an extra charge over the sum mentioned in this contract, and shall similarly be paid upon completion of the "Job". All alterations or deviations must be in writing and dated, and shall become part of this agreement.</p> <p>Respectfully submitted,<br/>Bradley W Ohlmann<br/>Brad Ohlmann, President</p> <p><b>ACCEPTANCE</b><br/>The selected proposal is hereby accepted. You, Custom Cooling &amp; Heating, are authorized to furnish all materials and labor required to complete the work specified in the selected proposal, for which we agree to pay the amount specified in said proposal, and according to the terms thereof.</p> <p><i>Brandi Benteles</i> Date <i>1/5/26</i><br/>[owner, contractor]</p> |  |               |                  |
| Shipping: |   |  |               | 550.00           |
|           |   |  | <b>Total:</b> | <b>24,853.00</b> |

EQUIPMENT LEASE AND SALE AGREEMENT

This will provide 7 welding booths going off two end walls a few more partitions may be needed depending on final layout

Buyer name: Twin River Schools

Seller Name: Matheson Tri-Gas, Inc.,

By: Brandi Bartels

By: \_\_\_\_\_

Name: Brandi Bartels

Name: \_\_\_\_\_

Title: Superintendent

Title: \_\_\_\_\_

Date: 1/5/26

Date: \_\_\_\_\_

Exhibit B

I. TO BE PROVIDED BY THE BUYER (delete what is not required)

- All air testing,
- All dust testing (to know if your dust is explosive or not)
- All shipping cost
- All installation (equipment, curtains, booths, and ductwork etc. )
- Offloading of Equipment upon delivery on suitable, lighted, and secure construction access/laydown area adjacent to Equipment Site
- All necessary construction, building, use, operating, environmental or other like permits and licenses required for the installation and operation of the Equipment in compliance with all applicable laws, codes and ordinances. Buyer shall indemnify Seller for any failure to obtain any permits or comply with any code requirements.
- Equipment Site preparation, including clearing the site of any obstructions; installing any foundations, support structures, and bollards; and opening and finishing walls and ceilings.
- Fork lifts (min. 5000 lbs. rating w/extended forks), man lifts and ladders to facilitate offloading and installation of Equipment (man lifts and ladders can be supplied by seller at an additional charge upon request)
- Equipment rigging into Equipment Site
- All Electrical
- Permanent Power: grounded supply line at voltage terminated in Seller supplied Equipment electrical panel(s) if required for operation.
- Interconnecting power and cabling: wiring/conduit and any remotely mounted Ancillary Systems. Local disconnects must be provided as required by national and local electrical codes.
- Provision of all spare parts, and performing all periodic and preventative maintenance in accordance with equipment manufacturer's recommendations and regulatory requirements
- Removal and disposal of all waste generated during equipment installation (i.e. any pallets, wrapping and packaging material, left over piping and ducting, and other normal installation waste) in a safe, satisfactory manner, and in compliance with all applicable environmental laws)

II. Equipment Specifications

- Welding Booths

Buyer Initials BB

Seller Initials \_\_\_\_\_

# INVOICE



**INVOICE NO:** 3454-0

**REMIT TO:** Mid-State Engineering & Testing

**INVOICE DATE:** December 15, 2025

P.O. Box 153  
Columbus, NE 68602  
Ph: 402-562-7824

**BILL TO:** Chris Lecher  
Twin River Public Schools  
816 Willard Avenue  
PO Box 640  
Genoa, NE 68640

**PROJECT:** **Twin River Public Schools**  
Genoa, NE  
No: 3-421

PO Reference: 3-421  
Services for period of 11/1/2025 through 11/30/2025  
Reference: Construction Testing Services

| ITEM | QTY   | UNITS | DESCRIPTION   | UNIT PRICE | AMOUNT |
|------|-------|-------|---|------------|--------|
| 1    | 1.00  | hour  | Project Manager   | 110.00     | 110.00 |
| 2    | 1.00  | hour  | Administrative  | 50.00      | 50.00  |
| 3    | 2.00  | hour  | Rebar Observation - Certified Engineering Technician            | 75.00      | 150.00 |
| 4    | 0.50  | hour  | Standby   | 75.00      | 37.50  |
| 5    | 4.00  | test  | Concrete Compressive Strength Test, Cast by Others              | 30.00      | 120.00 |
| 6    | 16.00 | test  | Concrete Cylinder Compressive Strength Tests (ASTM C39)         | 20.00      | 320.00 |
| 7    | 5.00  | test  | Spare Cylinder (Store & Cure)                                   | 10.00      | 50.00  |
| 8    | 4.00  | trip  | Trip Charge (man & vehicle)                                     | 80.00      | 320.00 |
| 9    | 4.00  | test  | Concrete Field Test (Air, Slump, Temperature, Cast 4 Cylinders) | 110.00     | 440.00 |

**Invoice Total:** 1597.50

**Amount Received:** \$0.00

**Amount Due:** **\$1,597.50**

TERMS: 1.5% Interest per month will be added after 30 days.

**Billing summary through: 12/15/2025**

Total billed: \$46,400.00  
Total Received: \$21,251.25  
Balance: \$25,148.75

Invoice Delivery: Email

Brandi Bartels  
Twin River Public Schools  
816 Willard Avenue  
Genoa, NE 68640

December 29, 2025  
Project No: 798-002-21  
Invoice No: 17

Project 798-002-21 Twin River Addition & Renovation

**For professional services rendered for the period November 01, 2025 to November 28, 2025 for the referenced project.**

Phase 10 Schematic Design

**Fee Earned:**

| Billing Phase               | Contract Amount     | Percent Complete        | Previous Fee Billing | Current Fee Billing |
|-----------------------------|---------------------|-------------------------|----------------------|---------------------|
| Schematic Design            | 222,647.10          | 100.00                  | 222,647.10           | 0.00                |
| Design Development          | 333,970.65          | 100.00                  | 333,970.65           | 0.00                |
| Construction Documents      | 1,113,235.50        | 100.00                  | 1,113,235.50         | 0.00                |
| Construction Administration | 556,617.75          | 35.9313                 | 180,000.00           | 20,000.00           |
| <b>Total Fee</b>            | <b>2,226,471.00</b> |                         | <b>1,849,853.25</b>  | <b>20,000.00</b>    |
|                             | <b>Total Fee</b>    |                         |                      | <b>20,000.00</b>    |
| <b>Billing Limits</b>       | <b>Current</b>      | <b>Prior</b>            | <b>To-Date</b>       |                     |
| Fees                        | 20,000.00           | 222,647.10              | 242,647.10           |                     |
| Limit                       |                     |                         | 2,226,471.00         |                     |
| Remaining                   |                     |                         | 1,983,823.90         |                     |
|                             |                     | <b>Total this Phase</b> |                      | <b>\$20,000.00</b>  |

Phase 60 Furniture Package

| Billing Limits | Current | Prior                   | To-Date     |
|----------------|---------|-------------------------|-------------|
| Labor          | 0.00    | 0.00                    | 0.00        |
| Limit          |         |                         | 17,500.00   |
| Remaining      |         |                         | 17,500.00   |
|                |         | <b>Total this Phase</b> | <b>0.00</b> |

Phase 70 Reimbursable Expenses

**Reimbursable Expenses**

|              |       |
|--------------|-------|
| Meal Expense | 33.01 |
| Printing     | 2.60  |

|         |            |                       |         |    |
|---------|------------|-----------------------|---------|----|
| Project | 798-002-21 | Twin River Add & Reno | Invoice | 17 |
|---------|------------|-----------------------|---------|----|

|                                    |  |  |               |               |
|------------------------------------|--|--|---------------|---------------|
| Travel                             |  |  | 582.40        |               |
| <b>Total Reimbursable Expenses</b> |  |  | <b>618.01</b> | <b>618.01</b> |

| <b>Billing Limits</b> | <b>Current</b> | <b>Prior</b> | <b>To-Date</b>            |                    |
|-----------------------|----------------|--------------|---------------------------|--------------------|
| Fees                  | 0.00           | 0.00         | 0.00                      |                    |
| Limit                 |                |              | 2,226,471.00              |                    |
| Remaining             |                |              | 2,226,471.00              |                    |
|                       |                |              | <b>Total this Phase</b>   | <b>\$618.01</b>    |
|                       |                |              | <b>Total this Invoice</b> | <b>\$20,618.01</b> |

*Melanie D. Stover*

Melanie D. Stover  
 Director of Business Administration

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When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

CLARK & ENERSEN

**TO OWNER/CLIENT:**

Twin River Public Schools  
816 Willard Avenue  
Genoa, Nebraska 68640

**PROJECT:**

Twin River PS - PK - 12 Building  
816 Willard Ave  
Genoa, Nebraska 68640

**APPLICATION NO:** 13

**INVOICE NO:** 23020013

**PERIOD:** 12/01/25 - 12/31/25

**PROJECT NO:** 23-020

**FROM CONTRACTOR:**

Hausmann Construction, Inc.  
8885 Executive Woods Drive  
Lincoln, Nebraska 68512

**VIA ARCHITECT/ENGINEER:**

Michael Ripp (Clark & Enersen, Inc.)  
1010 Lincoln Mall Suite 200  
Lincoln, Nebraska 68508

**CONTRACT DATE:**

**CONTRACT FOR:** Twin River PS - PK - 12 Building

**CONTRACTOR'S APPLICATION FOR PAYMENT**

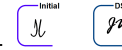
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

|  |                        |
|--|------------------------|
| 1. Original Contract Sum   | \$36,153,023.00        |
| 2. Net change by change orders   | <u>\$270,229.00</u>    |
| 3. Contract Sum to date (Line 1 ± 2)   | <u>\$36,423,252.00</u> |
| 4. Total completed and stored to date<br>(Column G on detail sheet)          | <u>\$18,631,296.05</u> |
| 5. Retainage:  |                        |
| a. 10.00% of completed work  | <u>\$1,712,846.52</u>  |
| b. 10.00% of stored material   | <u>\$150,122.10</u>    |
| Total retainage<br>(Line 5a + 5b or total in column I of detail sheet)       | <u>\$1,862,968.62</u>  |
| 6. Total earned less retainage<br>(Line 4 less Line 5 Total)                 | <u>\$16,768,327.43</u> |
| 7. Less previous certificates for payment<br>(Line 6 from prior certificate) | <u>\$16,124,231.66</u> |
| 8. Current payment due:  | <u>\$644,095.77</u>    |
| 9. Balance to finish, including retainage<br>(Line 3 less Line 6)            | <u>\$19,654,924.57</u> |

| CHANGE ORDER SUMMARY                                       | ADDITIONS      | DEDUCTIONS       |
|--|----------------|------------------|
| Total changes approved in previous months by Owner/Client: | \$2,756,431.00 | \$(2,486,202.00) |
| Total approved this month:                                 | \$258,273.00   | \$(258,273.00)   |
| Totals:  | \$3,014,704.00 | \$(2,744,475.00) |
| Net change by change orders:                               | \$270,229.00   |                  |

The undersigned 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 which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Hausmann Construction, Inc.



DocuSigned by:

By: Steve Thiele  
380334A8122A46C...

Date: 12/24/2025

State of:

County of:

Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My commission expires:

**ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED: \$644,095.77

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

Signed by:

Michael Ripp

By: \_\_\_\_\_  
0F0A41A4F3E04BE...

Date: 12/30/2025

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 the rights of the Owner/Client or Contractor under this Contract.

| A        | B                                       | C                   | D               | E                                 | F            | G  |  | H         | I                         |              |
|----------|---|---------------------|-----------------|-----------------------------------|--------------|--|--|-----------|---------------------------|--------------|
| ITEM NO. | BUDGET CODE                             | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED                    |              | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D + E + F) | % (G / C) | BALANCE TO FINISH (C - G) | RETAINAGE    |
|          |   |                     |                 | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD  |  |  |           |                           |              |
| 1        | 001 - Earthwork                         |                     | \$478,975.00    | \$356,390.00                      | \$0.00       | \$0.00                                     | \$356,390.00                                   | 74.41%    | \$122,585.00              | \$35,639.00  |
| 2        | 002 - Site Utilities                    |                     | \$617,329.00    | \$0.00                            | \$0.00       | \$0.00                                     | \$0.00   | 0.00%     | \$617,329.00              | \$0.00       |
| 3        | 003 - Surveying                         |                     | \$30,000.00     | \$8,000.00                        | \$0.00       | \$0.00                                     | \$8,000.00                                     | 26.67%    | \$22,000.00               | \$800.00     |
| 4        | 004 - Site Access Control & Maintenance |                     | \$565,000.00    | \$283,956.77                      | \$15,728.76  | \$0.00                                     | \$299,685.53                                   | 53.04%    | \$265,314.47              | \$29,968.56  |
| 5        | 005 - Landscaping                       |                     | \$98,665.00     | \$0.00                            | \$0.00       | \$0.00                                     | \$0.00   | 0.00%     | \$98,665.00               | \$0.00       |
| 6        | 006 - Irrigation                        |                     | \$0.00          | \$0.00                            | \$0.00       | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00       |
| 7        | 007 - Site Fencing                      |                     | \$30,317.00     | \$0.00                            | \$0.00       | \$0.00                                     | \$0.00   | 0.00%     | \$30,317.00               | \$0.00       |
| 8        | 008 - Termite Control                   |                     | \$2,850.00      | \$2,850.00                        | \$0.00       | \$0.00                                     | \$2,850.00                                     | 100.00%   | \$0.00                    | \$285.00     |
| 9        | 009 - Site Improvements                 |                     | \$0.00          | \$0.00                            | \$0.00       | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00       |
| 10       | 010 - Demolition                        |                     | \$601,746.00    | \$140,651.00                      | \$0.00       | \$0.00                                     | \$140,651.00                                   | 23.37%    | \$461,095.00              | \$14,065.10  |
| 11       | 011 - Temporary Construction            |                     | \$220,000.00    | \$77,000.00                       | \$44,000.00  | \$0.00                                     | \$121,000.00                                   | 55.00%    | \$99,000.00               | \$12,100.11  |
| 12       | 012 - Interior Cleaning                 |                     | \$53,566.00     | \$3,500.00                        | \$0.00       | \$0.00                                     | \$3,500.00                                     | 6.53%     | \$50,066.00               | \$350.00     |
| 13       | 013 - Concrete Foundation               |                     | \$2,654,875.00  | \$2,351,813.00                    | \$0.00       | \$0.00                                     | \$2,351,813.00                                 | 88.58%    | \$303,062.00              | \$235,181.30 |
| 14       | 014 - Concrete Flatwork                 |                     | \$1,684,754.00  | \$976,754.00                      | \$0.00       | \$0.00                                     | \$976,754.00                                   | 57.98%    | \$708,000.00              | \$97,675.40  |
| 15       | 015 - Hollowcore Supply                 |                     | \$123,700.00    | \$123,700.00                      | \$0.00       | \$0.00                                     | \$123,700.00                                   | 100.00%   | \$0.00                    | \$12,370.00  |
| 16       | 016 - Grouting                          |                     | \$35,000.00     | \$30,000.00                       | \$0.00       | \$0.00                                     | \$30,000.00                                    | 85.71%    | \$5,000.00                | \$3,000.00   |
| 17       | 017 - Masonry                           |                     | \$1,485,530.00  | \$790,000.00                      | \$216,500.00 | \$0.00                                     | \$1,006,500.00                                 | 67.75%    | \$479,030.00              | \$100,478.75 |
| 18       | 018 - Structural Steel Supply           |                     | \$1,068,300.00  | \$859,377.00                      | \$0.00       | \$0.00                                     | \$859,377.00                                   | 80.44%    | \$208,923.00              | \$85,937.70  |
| 19       | 019 - Hoisting & Erection               |                     | \$1,240,952.00  | \$980,110.50                      | \$0.00       | \$0.00                                     | \$980,110.50                                   | 78.98%    | \$260,841.50              | \$98,011.05  |
| 20       | 020 - Carpentry                         |                     | \$710,696.00    | \$264,361.00                      | \$10,860.00  | \$0.00                                     | \$275,221.00                                   | 38.73%    | \$435,475.00              | \$27,522.10  |
| 21       | 021 - Millwork Supply & Solid Surface   |                     | \$352,963.00    | \$6,032.00                        | \$0.00       | \$0.00                                     | \$6,032.00                                     | 1.71%     | \$346,931.00              | \$603.20     |
| 22       | 022 - Roofing                           |                     | \$969,650.00    | \$666,000.00                      | \$0.00       | \$149,236.00                               | \$815,236.00                                   | 84.08%    | \$154,414.00              | \$81,523.60  |
| 23       | 023 - Metal Panels                      |                     | \$246,187.00    | \$0.00                            | \$0.00       | \$0.00                                     | \$0.00   | 0.00%     | \$246,187.00              | \$0.00       |
| 24       | 024 - Air Barrier & Waterproofing       |                     | \$203,175.00    | \$159,429.00                      | \$3,500.00   | \$0.00                                     | \$162,929.00                                   | 80.19%    | \$40,246.00               | \$16,292.90  |
| 25       | 025 - Doors & Hardware Supply           |                     | \$584,967.00    | \$46,595.00                       | \$0.00       | \$529,967.00                               | \$576,562.00                                   | 98.56%    | \$8,405.00                | \$57,656.20  |
| 26       | 026 - Aluminum & Glazing                |                     | \$799,222.00    | \$0.00                            | \$0.00       | \$118,364.00                               | \$118,364.00                                   | 14.81%    | \$680,858.00              | \$11,836.40  |

| A        | B  | C                   | D               | E                                 | F           | G  |  | H         | I                         |              |
|----------|--|---------------------|-----------------|-----------------------------------|-------------|--|--|-----------|---------------------------|--------------|
| ITEM NO. | BUDGET CODE  | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED                    |             | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D + E + F) | % (G / C) | BALANCE TO FINISH (C - G) | RETAINAGE    |
|          |  |                     |                 | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD |  |  |           |                           |              |
| 27       | 027 - Overhead & Coiling Doors                     |                     | \$40,639.00     | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$40,639.00               | \$0.00       |
| 28       | 028 - Framing & Drywall                            |                     | \$1,693,270.00  | \$615,000.00                      | \$0.00      | \$0.00                                     | \$615,000.00                                   | 36.32%    | \$1,078,270.00            | \$61,499.99  |
| 29       | 029 - Acoustics                                    |                     | \$375,000.00    | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$375,000.00              | \$0.00       |
| 30       | 030 - Flooring                                     |                     | \$727,418.00    | \$44,298.00                       | \$0.00      | \$263,046.00                               | \$307,344.00                                   | 42.25%    | \$420,074.00              | \$30,734.40  |
| 31       | 031 - Tile   |                     | \$419,800.00    | \$0.00                            | \$0.00      | \$207,871.00                               | \$207,871.00                                   | 49.52%    | \$211,929.00              | \$20,787.10  |
| 32       | 032 - Paint & Wallcovering                         |                     | \$611,147.00    | \$35,650.00                       | \$5,500.00  | \$0.00                                     | \$41,150.00                                    | 6.73%     | \$569,997.00              | \$4,115.00   |
| 33       | 033 - Specialties                                  |                     | \$140,469.00    | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$140,469.00              | \$0.00       |
| 34       | 034 - Lockers                                      |                     | \$88,000.00     | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$88,000.00               | \$0.00       |
| 35       | 035 - Gym Equipment                                |                     | \$147,414.00    | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$147,414.00              | \$0.00       |
| 36       | 036 - Telescoping Stands                           |                     | \$231,585.00    | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$231,585.00              | \$0.00       |
| 37       | 037 - Window Treatments                            |                     | \$31,167.00     | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$31,167.00               | \$0.00       |
| 38       | 038 - Pre-Engineered Metal Building                |                     | \$617,654.00    | \$497,654.00                      | \$0.00      | \$0.00                                     | \$497,654.00                                   | 80.57%    | \$120,000.00              | \$49,765.40  |
| 39       | 039 - Elevators                                    |                     | \$127,780.00    | \$0.00                            | \$59,390.00 | \$0.00                                     | \$59,390.00                                    | 46.48%    | \$68,390.00               | \$5,939.00   |
| 40       | 040 - Fire Protection                              |                     | \$568,800.00    | \$245,800.00                      | \$0.00      | \$0.00                                     | \$245,800.00                                   | 43.21%    | \$323,000.00              | \$24,580.00  |
| 41       | 041 - Mechanical                                   |                     | \$5,370,766.00  | \$3,140,224.00                    | \$0.00      | \$0.00                                     | \$3,140,224.00                                 | 58.47%    | \$2,230,542.00            | \$314,022.40 |
| 42       | 042 - Electrical                                   |                     | \$3,951,081.00  | \$1,910,614.00                    | \$15,900.00 | \$227,000.00                               | \$2,153,514.00                                 | 54.50%    | \$1,797,567.00            | \$215,351.40 |
| 43       | 043 - Misc. Grading & Backfill Allowance           |                     | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00       |
| 44       | 044 - Soil Retention Allowance                     |                     | \$25,000.00     | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$25,000.00               | \$0.00       |
| 45       | 045 - Pot Holing Investigation Allowance           |                     | \$10,000.00     | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$10,000.00               | \$0.00       |
| 46       | 046 - Playground Turf Allowance                    |                     | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00       |
| 47       | 047 - Traffic & Parking Signage Allowance          |                     | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00       |
| 48       | 048 - Trash & Recycling Receptacles Allowance      |                     | \$8,400.00      | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$8,400.00                | \$0.00       |
| 49       | 049 - Picnic Table & Chair Allowance               |                     | \$6,750.00      | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$6,750.00                | \$0.00       |
| 50       | 050 - Fixed Basketball Hoops Allowance             |                     | \$15,000.00     | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$15,000.00               | \$0.00       |
| 51       | 051 - Bike Loops Allowance                         |                     | \$7,200.00      | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$7,200.00                | \$0.00       |
| 52       | 052 - Weathered Limestone Steppingstones Allowance |                     | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00       |

| A        | B           | C  | D               | E                                 | F           | G  |  | H         | I                         |             |
|----------|-------------|--|-----------------|-----------------------------------|-------------|--|--|-----------|---------------------------|-------------|
| ITEM NO. | BUDGET CODE | DESCRIPTION OF WORK                            | SCHEDULED VALUE | WORK COMPLETED                    |             | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D + E + F) | % (G / C) | BALANCE TO FINISH (C - G) | RETAINAGE   |
|          |             |  |                 | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD |  |  |           |                           |             |
| 53       | 053         | - Existing Structure Shoring Allowance         | \$35,000.00     | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$35,000.00               | \$0.00      |
| 54       | 054         | - Additional Selective Demolition Allowance    | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00      |
| 55       | 055         | - Temporary Egress Allowance                   | \$30,000.00     | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$30,000.00               | \$0.00      |
| 56       | 056         | - Temporary Classroom Requirements Allowance   | \$50,000.00     | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$50,000.00               | \$0.00      |
| 57       | 057         | - PEMB Foundations Allowance                   | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00      |
| 58       | 058         | - PEMB Flatwork Allowance                      | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00      |
| 59       | 059         | - Miscellaneous Steel Allowance                | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00      |
| 60       | 060         | - Cementitious Fireproofing Allowance          | \$15,000.00     | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$15,000.00               | \$0.00      |
| 61       | 061         | - Expansion Control & Joint Sealants Allowance | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00      |
| 62       | 062         | - Access Control Hardware Allowance            | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00      |
| 63       | 063         | - Access Doors & Frames Allowance              | \$2,500.00      | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$2,500.00                | \$0.00      |
| 64       | 064         | - Interior Stackable Glass Wall Allowance      | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00      |
| 65       | 065         | - Moisture Testing Allowance                   | \$10,000.00     | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$10,000.00               | \$0.00      |
| 66       | 066         | - Floor Prep Allowance                         | \$7,500.00      | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$7,500.00                | \$0.00      |
| 67       | 067         | - Building Signage Allowance                   | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00      |
| 68       | 068         | - Way Finding Signage Allowance                | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00      |
| 69       | 069         | - Dimensional Lettering Allowance              | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00      |
| 70       | 070         | - High Density Allowance                       | \$180,000.00    | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$180,000.00              | \$0.00      |
| 71       | 071         | - Corner Guards Allowance                      | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00      |
| 72       | 072         | - Fire Extinguisher Cabinet Allowance          | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00      |
| 73       | 073         | - Scoreboards Allowance                        | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00      |
| 74       | 074         | - Snow Guards Allowance                        | \$2,000.00      | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$2,000.00                | \$0.00      |
| 75       | 075         | - Site Lighting Allowance                      | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00      |
| 76       | 076         | - Value Engineering Goal                       | \$0.00          | \$0.00                            | \$0.00      | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00      |
| 77       | 077         | - Pre-Bond & Pre-Construction Fee              | \$15,000.00     | \$15,000.00                       | \$0.00      | \$0.00                                     | \$15,000.00                                    | 100.00%   | \$0.00                    | \$1,500.00  |
| 78       | 078         | - Performance Bond                             | \$180,000.00    | \$180,000.00                      | \$0.00      | \$0.00                                     | \$180,000.00                                   | 100.00%   | \$0.00                    | \$18,000.00 |

| A                   | B  | C                   | D               | E                                 | F            | G  |  | H         | I                         |                |
|---------------------|--|---------------------|-----------------|-----------------------------------|--------------|--|--|-----------|---------------------------|----------------|
| ITEM NO.            | BUDGET CODE                                    | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED                    |              | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D + E + F) | % (G / C) | BALANCE TO FINISH (C - G) | RETAINAGE      |
|                     |  |                     |                 | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD  |  |  |           |                           |                |
| 79                  | 079 - Weather Conditions Allowance             |                     | \$250,000.00    | \$49,316.00                       | \$98,012.00  | \$0.00                                     | \$147,328.00                                   | 58.93%    | \$102,672.00              | \$14,732.80    |
| 80                  | 080 - Management & Quality Software            |                     | \$91,520.00     | \$91,520.00                       | \$0.00       | \$0.00                                     | \$91,520.00                                    | 100.00%   | \$0.00                    | \$9,152.00     |
| 81                  | 081 - Building Risk                            |                     | \$54,765.00     | \$54,765.00                       | \$0.00       | \$0.00                                     | \$54,765.00                                    | 100.00%   | \$0.00                    | \$5,476.50     |
| 82                  | 082 - General Project Insurance                |                     | \$278,563.00    | \$278,563.00                      | \$0.00       | \$0.00                                     | \$278,563.00                                   | 100.00%   | \$0.00                    | \$27,856.30    |
| 83                  | 083 - Direct Cost Reimbursables                |                     | \$150,000.00    | \$16,927.68                       | \$5,491.10   | \$0.00                                     | \$22,418.78                                    | 14.95%    | \$127,581.22              | \$2,241.90     |
| 84                  | 084 - General Conditions Staff/Effort Schedule |                     | \$1,560,000.00  | \$670,000.00                      | \$52,000.00  | \$0.00                                     | \$722,000.00                                   | 46.28%    | \$838,000.00              | \$72,200.63    |
| 85                  | 085 - General Conditions                       |                     | \$750,000.00    | \$317,500.00                      | \$25,000.00  | \$0.00                                     | \$342,500.00                                   | 45.67%    | \$407,500.00              | \$34,259.50    |
| 86                  | 086 - Fee                                      |                     | \$608,009.00    | \$277,707.24                      | \$10,486.00  | \$0.00                                     | \$288,193.24                                   | 47.40%    | \$319,815.76              | \$28,819.33    |
| 87                  | 087 - Contingency                              |                     | \$1,681,597.00  | \$62,860.00                       | \$12,698.00  | \$0.00                                     | \$75,558.00                                    | 4.49%     | \$1,606,039.00            | \$7,555.80     |
| 88                  | 088 - Owners Contingency                       |                     | \$50,000.00     | (\$74,909.00)                     | \$0.00       | \$0.00                                     | (\$74,909.00)                                  | -149.82%  | \$124,909.00              | (\$7,490.90)   |
| 89                  | 089 - Signage                                  |                     | \$78,810.00     | \$0.00                            | \$0.00       | \$0.00                                     | \$0.00   | 0.00%     | \$78,810.00               | \$0.00         |
| 90                  | 100 - PCO Summary #1                           |                     | \$0.00          | \$0.00                            | \$0.00       | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00         |
| 91                  | 101 - PCO Summary #2                           |                     | \$0.00          | \$0.00                            | \$0.00       | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00         |
| 92                  | 102 - PCO Summary #3                           |                     | \$0.00          | \$0.00                            | \$0.00       | \$5,737.00                                 | \$5,737.00                                     | 0.00%     | (\$5,737.00)              | \$573.70       |
| 93                  | 103 - PCO Summary #4                           |                     | \$270,229.00    | \$0.00                            | \$0.00       | \$0.00                                     | \$0.00   | 0.00%     | \$270,229.00              | \$0.00         |
| 94                  | 104 - PCO Summary #5                           |                     | \$0.00          | \$0.00                            | \$0.00       | \$0.00                                     | \$0.00   | 0.00%     | \$0.00                    | \$0.00         |
| <b>Grand Totals</b> |  |                     | \$36,423,252.00 | \$16,555,009.19                   | \$575,065.86 | \$1,501,221.00                             | \$18,631,296.05                                | 51.15%    | \$17,791,955.95           | \$1,862,968.62 |