

Board of Education Regular Meeting

Monday, January 12, 2015 5:00 PM

C.L. Jones Middle School, 520 West Third, Minden, NE 68959

Ken Carpenter: Present
Justin Glanzer: Present
Craig Grams: Present
Richard Jacobsen: Present
Julie Krull: Present
Kevin Raun: Present
Rusty Rhynalds: Present

1. Roll Call

2. Oath of Office for New Board Members

3. Elect New Board Officers

Action(s):

Motion to elect the following officers: Grams, President; Jacobsen, Vice-President; Carpenter, Secretary Passed with a motion by Ken Carpenter and a second by Justin Glanzer.

Voting Detail:

Ken Carpenter: Yea
Justin Glanzer: Yea
Craig Grams: Yea
Richard Jacobsen: Yea
Julie Krull: Abstain (With Conflict)
Kevin Raun: Yea
Rusty Rhynalds: Yea

Voting Summary: Yea: 6, Nay: 0, Abstain (With Conflict): 1

3.a. President

3.b. Vice-President

3.c. Secretary

4. Approval of Committees, Positions, and Designations

4.a. Consider, Discuss and Take Action to Elect Committees: Personnel, Policies, Buildings/Grounds, Finance, Curriculum, Legislation

Action(s):

Motion to form the following committees: Personnel-Raun and Grams; Policies-Glanzer and Carpenter; Buildings/Grounds/Transportation-Grams, Jacobsen, and Carpenter; Finance-Jacobsen, Grams, and Raun; Curriculum-Rhynalds and Raun; and Legislation-Glanzer and Rhynalds Passed with

a motion by Craig Grams and a second by Rusty Rhynalds.

Voting Detail:

Ken Carpenter: Yea
Justin Glanzer: Yea
Craig Grams: Yea
Richard Jacobsen: Yea
Julie Krull: Abstain (With Conflict)
Kevin Raun: Yea
Rusty Rhynalds: Yea

Voting Summary: Yea: 6, Nay: 0, Abstain (With Conflict): 1

4.b. Approval of Current Legal Counsel, Depository Banks, Treasurer, and District Newspaper of Record

Action(s):

Motion to approve the Perry Law Firm as district legal counsel, Minden Exchange Bank and First Bank and Trust Company as the official depositories of school funds, Bill Johnson as Treasurer, and the Minden Courier as district newspaper of record Passed with a motion by Rusty Rhynalds and a second by Ken Carpenter.

Voting Detail:

Ken Carpenter: Yea
Justin Glanzer: Yea
Craig Grams: Yea
Richard Jacobsen: Yea
Julie Krull: Abstain (With Conflict)
Kevin Raun: Yea
Rusty Rhynalds: Yea

Voting Summary: Yea: 6, Nay: 0, Abstain (With Conflict): 1

4.c. Approval of Current Board Policies and Regulations

Action(s):

Motion to approve the current board policies and regulations Passed with a motion by Justin Glanzer and a second by Kevin Raun.

Voting Detail:

Ken Carpenter: Yea
Justin Glanzer: Yea
Craig Grams: Yea
Richard Jacobsen: Yea
Julie Krull: Abstain (With Conflict)
Kevin Raun: Yea
Rusty Rhynalds: Yea

Voting Summary: Yea: 6, Nay: 0, Abstain (With Conflict): 1

5. **Minutes**

Action(s):

Motion to approve the minutes from the meetings held on December 8 and December 15 and approve the December 26 meeting minutes to read "... December 26, 2014 meeting ..." Passed with a motion by Craig Grams and a second by Justin Glanzer.

Voting Detail:

Ken Carpenter: Yea
Justin Glanzer: Yea
Craig Grams: Yea
Richard Jacobsen: Yea
Julie Krull: Abstain (With Conflict)
Kevin Raun: Yea
Rusty Rhynalds: Yea

Voting Summary: Yea: 6, Nay: 0, Abstain (With Conflict): 1

6. Public Comment

7. Financial Reports - Action Items

7.a. Consider Financial Reports

Action(s):

Motion to approve the Financial Reports as presented Passed with a motion by Rusty Rhynalds and a second by Justin Glanzer.

Voting Detail:

Ken Carpenter: Yea
Justin Glanzer: Yea
Craig Grams: Yea
Richard Jacobsen: Yea
Julie Krull: Abstain (With Conflict)
Kevin Raun: Yea
Rusty Rhynalds: Yea

Voting Summary: Yea: 6, Nay: 0, Abstain (With Conflict): 1

8. Old Business - Action Items

8.a. Consider Bills - General Fund

Action(s):

Motion to approve the consideration of bills from the General Fund Passed with a motion by Justin Glanzer and a second by Ken Carpenter.

Voting Detail:

Ken Carpenter: Yea
Justin Glanzer: Yea
Craig Grams: Yea
Richard Jacobsen: Yea
Julie Krull: Abstain (With Conflict)
Kevin Raun: Yea
Rusty Rhynalds: Yea

Voting Summary: Yea: 6, Nay: 0, Abstain (With

Conflict): 1

9. Discussion Only

9.a. Report from Superintendent

9.b. Reports from Administrators

10. New Business

10.a. Consider MEA Certified Teacher Negotiations

Action(s):

Motion to approve the proposed 2015/2016 agreement with the Minden Education Association for a 3.92% total package increase and a base salary of \$34,300 Passed with a motion by Craig Grams and a second by Justin Glanzer.

Voting Detail:

Ken Carpenter:	Yea
Justin Glanzer:	Yea
Craig Grams:	Yea
Richard Jacobsen:	Yea
Julie Krull:	Abstain (With Conflict)
Kevin Raun:	Yea
Rusty Rhynalds:	Yea

Voting Summary: Yea: 6, Nay: 0, Abstain (With Conflict): 1

10.b. Consider Amendment to Policy 9300 - Regular Meetings

Action(s):

Motion to suspend the two readings practice per Policy 9230 for the purpose of amending Policy 9300 - Regular Meetings Passed with a motion by Rusty Rhynalds and a second by Ken Carpenter.

Voting Detail:

Ken Carpenter:	Yea
Justin Glanzer:	Yea
Craig Grams:	Yea
Richard Jacobsen:	Yea
Julie Krull:	Abstain (With Conflict)
Kevin Raun:	Yea
Rusty Rhynalds:	Yea

Voting Summary: Yea: 6, Nay: 0, Abstain (With Conflict): 1

10.c. Consider Amendment to Contract with DLR

Action(s):

Motion to approve the proposed amendment to the contract between DLR Group, Project Architect for the new High School building project, and Minden Public Schools Passed with a motion by Ken Carpenter and a second by Craig Grams.

Voting Detail:

Ken Carpenter: Yea
Justin Glanzer: Yea
Craig Grams: Yea
Richard Jacobsen: Yea
Julie Krull: Abstain (With Conflict)
Kevin Raun: Yea
Rusty Rhynalds: Yea

Voting Summary: Yea: 6, Nay: 0, Abstain (With Conflict): 1

10.d. Consider Amendment to Contract with Boyd Jones

Action(s):

Motion to approve the proposed amendment to the contract between Boyd Jones, Construction Manager for the new High School building project, and Minden Public Schools. Passed with a motion by Justin Glanzer and a second by Rusty Rhynalds.

Voting Detail:

Ken Carpenter: Yea
Justin Glanzer: Yea
Craig Grams: Yea
Richard Jacobsen: Yea
Julie Krull: Abstain (With Conflict)
Kevin Raun: Yea
Rusty Rhynalds: Yea

Voting Summary: Yea: 6, Nay: 0, Abstain (With Conflict): 1

10.e. Consider Resignation of Mary Lieske - added 1/9/15

Action(s):

Motion to approve with regret the resignation of Mary Lieske effective at the end of the 2014-15 school year Passed with a motion by Craig Grams and a second by Kevin Raun.

Voting Detail:

Ken Carpenter: Yea
Justin Glanzer: Yea
Craig Grams: Yea
Richard Jacobsen: Yea
Julie Krull: Abstain (With Conflict)
Kevin Raun: Yea
Rusty Rhynalds: Yea

Voting Summary: Yea: 6, Nay: 0, Abstain (With Conflict): 1

10.f. Consider Review and Authorize a Contract for Utility Relocation with Olsson Associates - added 1/9/15

Action(s):

Motion that the Superintendent of Schools should be and is hereby authorized to engage Olsson Associates, Inc. for utility relocation;

authorized and directed to negotiate the terms and conditions of the written letter Agreement for Professional Services with Olsson Associates, Inc.; and authorized to sign, execute and deliver any final, negotiated written Letter Agreement for Professional Services with Olsson Associates per the attachment for a price of \$9,641.00 Passed with a motion by Craig Grams and a second by Justin Glanzer.

Voting Detail:

Ken Carpenter: Yea
Justin Glanzer: Yea
Craig Grams: Yea
Richard Jacobsen: Yea
Julie Krull: Abstain (With Conflict)
Kevin Raun: Yea
Rusty Rhynalds: Yea

Voting Summary: Yea: 6, Nay: 0, Abstain (With Conflict): 1

11. Additional Information

12. Adjournment

Action(s):

Motion to adjourn the meeting at 6:30 pm Passed with a motion by Ken Carpenter and a second by Justin Glanzer.

Voting Detail:

Ken Carpenter: Yea
Justin Glanzer: Yea
Craig Grams: Yea
Richard Jacobsen: Yea
Julie Krull: Abstain (With Conflict)
Kevin Raun: Yea
Rusty Rhynalds: Yea

Voting Summary: Yea: 6, Nay: 0, Abstain (With Conflict): 1

Board Secretary

**MINDEN PUBLIC SCHOOLS
BOARD OF EDUCATION
December 15, 2014**

The agenda for the December 15, 2014 special meeting was posted at the United States Post Office in Minden, Minden Exchange Bank, First Bank and Trust Company, Kearney County Courthouse, and the Minden city office. The agenda was posted in the superintendent's office.

The board meeting began at 5:00 pm with all board members present, except Krull.

At 5:03 pm, a motion was made by Grams and second by Glanzer to enter into executive session to discuss the negotiation of the Boyd Jones contract amendment. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Rhynalds, aye. Motion carried.

At 5:38 pm, a motion was made by Grams and second by Glanzer to exit executive session. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Rhynalds, aye. Motion carried.

At 5:40 pm, a motion was made by Grams and second by Carpenter to enter into executive session for purposes of a strategy session with respect to pending litigation, the same being clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual in compliance with the law. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Rhynalds, aye. Motion carried.

At 6:04 pm, a motion was made by Glanzer and second by Carpenter to exit executive session. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Rhynalds, aye. Motion carried.

At 6:10 pm, a motion was made by Glanzer and second by Carpenter to adjourn the meeting. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Rhynalds, aye. Motion carried.

Secretary, Board of Education

**MINDEN PUBLIC SCHOOLS
BOARD OF EDUCATION
December 26, 2014**

The agenda for the December 8, 2014 meeting was posted at the United States Post Office in Minden, Minden Exchange Bank, First Bank and Trust Company, Kearney County Courthouse, and the Minden city office. The agenda was posted in the superintendent's office and published in the local paper.

The board meeting began at 8:01 am with all board members present, except Krull and Carpenter.

Motion by Grams and second by Rhynalds to terminate the ABM contract effective on Wednesday, December 31, 2014. Roll call: Glanzer, aye; Grams, aye; Jacobsen, aye; Rhynalds, aye. Motion carried.

Motion by Glanzer and second by Rhynalds to suspend the two readings practice per Policy 9230 for the purpose of amending Policy 3110 – Short-Term Investing. Roll call: Glanzer, aye; Grams, aye; Jacobsen, aye; Rhynalds, aye. Motion carried.

Motion by Grams and second by Rhynalds to authorize the Superintendent of Schools to engage Olsson Associates, Inc. to perform a topographic survey for the new high school addition project with compensation for such services not to exceed the fixed amount of \$25,869.00; authorized and directed to negotiate the terms and conditions of the written letter Agreement for Professional Services with Olsson Associates, Inc. with assistance from school district legal counsel; and authorized to sign, execute and deliver any final, negotiated written Letter Agreement for Professional Services with Olsson Associates, not to exceed the amount specified, and to take or cause to be taken all other action necessary or appropriate to finalize the written agreement. Roll call: Glanzer, aye; Grams, aye; Jacobsen, aye; Rhynalds, aye. Motion carried.

At 8:31 am, a motion was made by Grams and second by Glanzer to adjourn the meeting. Roll call: Glanzer, aye; Grams, aye; Jacobsen, aye; Rhynalds, aye. Motion carried.

Secretary, Board of Education

**MINDEN PUBLIC SCHOOLS
BOARD OF EDUCATION
December 8, 2014**

The agenda for the December 8, 2014 meeting was posted at the United States Post Office in Minden, Minden Exchange Bank, First Bank and Trust Company, Kearney County Courthouse, and the Minden city office. Agendas were mailed to the United States Post Office in Upland and Heartwell. The agenda was posted in the superintendent's office and published in the local paper.

The board meeting began at 7:30 pm with all board members present.

Motion by Rhynalds and second by Carpenter to approve the minutes from the meeting held November 11. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Krull, aye; Rhynalds, aye. Motion carried.

Motion by Glanzer and second by Grams to approve the financial reports. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Krull, aye; Rhynalds, aye. Motion carried.

Motion by Rhynalds and second by Glanzer to approve the claims against the General Fund. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Krull, aye; Rhynalds, aye. Motion carried.

Motion by Carpenter and second by Glanzer to accept the final election results of the bond issue ballot question that was asked of the patrons of the District at the statewide General Election on November 4, 2014. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Krull, aye; Rhynalds, aye. Motion carried.

Motion by Krull and second by Glanzer to authorize the issuance, sale, and delivery of General Obligation School Bonds in an aggregate principal amount not to exceed \$13,105,000; prescribing the form of the bonds; fixing in part and providing for the fixing in part of the terms of the bonds; providing for the levy and collection of taxes to pay the principal of and interest on the bonds; and related matters. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Krull, aye; Rhynalds, aye. Motion carried.

Motion by Krull and second by Grams to table the amendment to the contract with Boyd Jones. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Krull, aye; Rhynalds, aye. Motion carried.

Motion by Carpenter and second by Glanzer to approve the amendment to the contract with DLR. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Krull, aye; Rhynalds, aye. Motion carried.

Motion by Grams and second by Rhynalds to adopt and enter into the Declaration of Trust and become a participant of the Nebraska Liquid Asset Fund for the purpose of the joint

investment of Minden Public Schools surplus or excess funds with those other Public Agencies and other governmental subdivisions so as to enhance the investment earnings accruing to each such Public Agency. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Krull, aye; Rhynalds, aye. Motion carried.

At 7:58 pm, a motion was made by Krull and second by Glanzer to enter into executive session to discuss the negotiation of the Boyd Jones contract amendment. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Krull, aye; Rhynalds, aye. Motion carried.

At 8:34 pm, a motion was made by Glanzer and second by Carpenter to exit executive session. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Krull, aye; Rhynalds, aye. Motion carried.

At 8:35 pm, a motion was made by Carpenter and second by Glanzer to adjourn the meeting. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Krull, aye; Rhynalds, aye. Motion carried.

Secretary, Board of Education

MINDEN PUBLIC SCHOOLS
TREASURER'S REPORT
December 31, 2014

SCHOOL BALANCE - November 30, 2014		\$982.87
Current Months Receipts		\$133,436.36
Transfers from Investments		\$650,000.00
Total Beginning Balance and Receipts		\$784,419.23
Less: Disbursements		\$703,308.60
Transfer to Investments		\$0.00
Total Disbursements		\$703,308.60
SCHOOL BALANCE - December 31, 2014		\$81,110.63
BALANCE PER BANK STATEMENT - December 31, 2014		\$99,610.59
Deposits In Transit		\$0.00
LESS : Outstanding Checks		\$18,499.96
RECONCILED BANK BALANCE - December 31, 2014		\$81,110.63
(Balance - December 31, 2013 = \$81,926.63)		
GENERAL FUND INVESTMENTS		\$2,341,550.35
Money Market Minden Exchange	\$1,121,911.57	0.15% demand
Money Market First Bank	\$1,219,638.78	0.25% demand
(Balance December 31, 2013 = \$1,561,372.15)		
DEPRECIATION FUND INVESTED		\$622,369.38
Money Market Minden Exchange Bank	\$97,721.76	0.15% demand
Money Market First Bank	\$524,647.12	0.25% demand
Checking Minden Exchange Bank	\$0.50	
(Balance December 31, 2013 = \$620,913.09)		
EMPLOYEE BENEFITS FUND		\$35,101.67
Money Market First Bank	\$35,101.67	0.25% demand
(Balance December 31, 2013 = \$35,014.03)		
BUILDING FUND		\$14,920,149.96
Money Market Minden Exchange Bank	\$1,754,454.58	0.15% demand
Money Market First Bank	\$57,280.26	0.25% demand
Money Market First Bank - HS Constr. Acct.	\$6,000,082.19	0.25% demand
NE Liquid Asset Fund - HS Constr. Acct.	\$7,108,331.40	
Checking Minden Exchange Bank	\$1.53	
(Balance December 31, 2013 = \$1,012,678.34)		
LUNCH FUND		\$86,511.13
Money Market First Bank	\$7,922.12	0.05% demand
Checking First Bank	\$78,589.01	
(Balance December 31, 2013 = \$50,960.36)		
FUNDS PLEDGED FOR DEPOSITS		
Minden Exchange Bank	\$4,652,102.51	Plus 250M FDIC
First Bank	\$8,460,000.00	Plus 250M FDIC

William Johnson, Treasurer

Monthly Board Report All Expenses

Account	Description	Budgeted	Disbursed	Balance Remaining	Percentage Spent
1-1100	Instructional Supplies & Services	\$538,452.48	\$107,939.88	\$430,512.60	20.05%
1-1100-110	Instructional Salaries & Benefits	\$4,173,545.32	\$1,704,208.56	\$2,469,336.76	40.83%
1-1125	Academic Intervention Supplies & Service	\$3,850.00	\$0.00	\$3,850.00	0.00%
1-1125-110	Academic Intervention Salaries & Benefits	\$106,991.06	\$41,634.90	\$65,356.16	38.91%
1-1200	SPED Supplies & Services	\$99,150.00	\$17,419.07	\$81,730.93	17.57%
1-1200-110	SPED Salaries & Benefits	\$1,096,132.18	\$417,083.64	\$679,048.54	38.05%
1-1290	Preschool Supplies & Services	\$30,750.00	\$5,157.48	\$25,592.52	16.77%
1-1290-110	Preschool Salaries & Benefits	\$51,808.66	\$18,989.27	\$32,819.39	36.65%
1-1310	Gifted Supplies & Services	\$2,100.00	\$426.00	\$1,674.00	20.29%
1-1310-110	Gifted Salaries & Benefits	\$44,632.51	\$18,567.81	\$26,064.70	41.60%
1-2120	Guidance Supplies & Services	\$4,075.00	\$309.66	\$3,765.34	7.60%
1-2120-110	Guidance Salaries & Benefits	\$253,380.33	\$105,600.25	\$147,780.08	41.68%
1-2130	Health Services	\$43,084.02	\$17,418.39	\$25,665.63	40.43%
1-2150	Safety & Security	\$20,000.00	\$1,769.00	\$18,231.00	8.85%
1-2190	Activities Supplies & Services	\$30,000.00	\$3,052.95	\$26,947.05	10.18%
1-2190-110	Activities Salaries & Benefits	\$187,310.91	\$59,111.31	\$128,199.60	31.56%
1-2210	ESU Grant	\$2,056.74	\$0.00	\$2,056.74	0.00%
1-2212	Staff Training and Curriculum Development	\$0.00	\$593.30	-\$593.30	#DIV/0!
1-2215	Assessment Coordinator Supplies & Service	\$1,500.00	\$97.00	\$1,403.00	6.47%
1-2215-110	Assessment Coordinator Salary & Benefits	\$36,218.95	\$12,207.57	\$24,011.38	33.70%
1-2222	Media Center Supplies & Services	\$26,242.25	\$9,647.36	\$16,594.89	36.76%
1-2222-110	Media Center Salaries & Benefits	\$219,533.77	\$91,934.78	\$127,598.99	41.88%
1-2310	Board of Education	\$81,770.63	\$21,468.32	\$60,302.31	26.25%
1-2320	Executive Administration Supplies & Services	\$14,750.00	\$2,506.19	\$12,243.81	16.99%
1-2320-110	Executive Administration Salaries & Benefits	\$223,320.96	\$93,782.68	\$129,538.28	41.99%
1-2410	Principals Supplies & Services	\$17,745.00	\$2,526.04	\$15,218.96	14.24%
1-2410-110	Principals Salary & Benefits	\$499,543.07	\$211,137.01	\$288,406.06	42.27%
1-2500	Postage & Telephone	\$20,500.00	\$5,423.35	\$15,076.65	26.46%
1-2510	Business Administration	\$107,229.14	\$37,002.85	\$70,226.29	34.51%
1-2520	Non-Pupil Vehicle Fuel & Maintenance	\$20,500.00	\$1,314.74	\$19,185.26	6.41%
1-2610	Custodial Supplies & Services	\$116,459.32	\$39,528.75	\$76,930.57	33.94%
1-2610-110	Custodial Salaries & Benefits	\$178,918.91	\$68,180.80	\$110,738.11	38.11%
1-2615	Utilities	\$292,300.00	\$114,395.91	\$177,904.09	39.14%
1-2620	Maintenance Supplies & Services	\$428,000.00	\$51,876.77	\$376,123.23	12.12%
1-2620-110	Maintenance Salaries & Benefits	\$154,578.32	\$49,863.88	\$104,714.44	32.26%
1-2620-300	Insurance	\$122,115.00	\$122,115.00	\$0.00	100.00%
1-2750	Pupil Transportation Supplies & Services	\$174,000.00	\$27,388.57	\$146,611.43	15.74%
1-2750-110	Pupil Transportation Salaries & Benefits	\$132,133.40	\$57,904.77	\$74,228.63	43.82%
1-3135	High Ability Learners	\$7,200.00	\$0.00	\$7,200.00	0.00%
1-3501	SCIP Grant	\$800.00	\$500.00	\$300.00	0.00%
1-4200	Title I Part A	\$100,158.00	\$39,293.19	\$60,864.81	39.23%
1-4310	Title II Part A	\$23,415.00	\$23,415.00	\$0.00	100.00%
1-4400	Federal Funds	\$161,956.00	\$93,739.49	\$68,216.51	57.88%
1-5000	Repayment of Taxes	\$0.00	\$56,815.37	-\$56,815.37	#DIV/0!
1-6000	Summer School	\$9,026.14	\$0.00	\$9,026.14	0.00%
1-8000	Interfund Transfers	\$50,000.00	\$0.00	\$50,000.00	0.00%
1-9000	Payroll Reimbursed by Other Funds/Agencies	\$0.00	\$3,616.62	-\$3,616.62	#DIV/0!
Totals		\$9,907,233.07	\$3,756,963.48	\$6,150,269.59	37.92%

2014/15 Projections vs. Actuals for General Fund As of December 31, 2014

Income

2014/15 Budgeted Income = \$9,383,840.07				Running Balance
Month	Projected Income	Actual Income	Over/(Under) Projection	Over/(Under) Projection
September	\$1,830,787.20	\$1,831,024.89	\$237.69	\$237.69
October	\$548,016.26	\$666,767.10	\$118,750.84	\$118,988.53
November	\$245,856.61	\$118,029.03	(\$127,827.58)	(\$8,839.05)
December	\$183,923.27	\$133,878.63	(\$50,044.64)	(\$58,883.69)
January	\$1,385,054.79			
February	\$766,659.73			
March	\$471,068.77			
April	\$359,401.07			
May	\$2,362,850.93			
June	\$861,436.52			
July	\$141,695.99			
August	\$227,088.93			

Cash Flow

2014/15 Budgeted Cash Flow = \$9,383,840.07				Running Balance
Month	Projected Cash Flow	Actual Cash Flow	Over/(Under) Projection	Over/(Under) Projection
September	\$946,071.29	\$1,008,926.81	\$62,855.52	\$62,855.52
October	(\$253,478.90)	(\$58,548.92)	\$194,929.98	\$257,785.50
November	(\$572,480.84)	(\$674,526.26)	(\$102,045.42)	\$155,740.08
December	(\$570,017.17)	(\$569,429.97)	\$587.20	\$156,327.28
January	\$558,791.55	\$0.00		
February	(\$28,891.09)	\$0.00		
March	(\$308,630.47)	\$0.00		
April	(\$436,149.75)	\$0.00		
May	\$1,547,485.65	\$0.00		
June	(\$122,351.72)	\$0.00		
July	(\$700,418.82)	\$0.00		
August	(\$583,322.75)	\$0.00		

Expenses

2014/15 Budgeted Expenses = \$9,907,233.07				Running Balance
Month	Projected Expenses	Actual Expenses	Over/(Under) Projection	Over/(Under) Projection
September	\$884,715.91	\$822,098.08	(\$62,617.83)	(\$62,617.83)
October	\$801,495.16	\$725,316.02	(\$76,179.14)	(\$138,796.97)
November	\$818,337.45	\$792,555.29	(\$25,782.16)	(\$164,579.13)
December	\$753,940.44	\$703,308.60	(\$50,631.84)	(\$215,210.97)
January	\$826,263.24			
February	\$795,550.82			
March	\$779,699.24			
April	\$795,550.82			
May	\$815,365.28			
June	\$983,788.24			
July	\$842,114.81			
August	\$810,411.68			

General Fund Balance

Beginning Reconciled GF Balance = \$2,716,239.32			
Month	Projected GF Balance	Actual Reconciled GF Balance	Over/(Under) Projection
September	\$3,662,310.61	\$3,726,830.53	\$64,519.92
October	\$3,408,831.71	\$3,666,583.66	\$257,785.50
November	\$2,836,350.87	\$2,992,090.95	\$155,740.08
December	\$2,266,333.70	\$2,422,660.98	\$156,327.28
January	\$2,825,125.25		
February	\$2,796,234.16		
March	\$2,487,603.69		
April	\$2,051,453.94		
May	\$3,598,939.59		
June	\$3,476,587.87		
July	\$2,776,169.05		
August	\$2,192,846.30		

Lunch Fund Checks and Liabilities

Check Number	Date	Payee	Reason	Amount
EFT	12/8/2014	First Bank - EFT	Checks	\$ 73.80
EFT	12/8/2014	Sysco - EFT	Commodities	\$ 5,639.13
4857	12/8/2014	Pepsi-cola Bottling	Beverages	\$ 287.00
4858	12/8/2014	Nebraska Food Distribution	Commodities	\$ 2,439.42
4859	12/8/2014	Dollar General	Lunch Room Supplies	\$ 7.65
4860	12/8/2014	Bernard Food industries	Commodities	\$ 314.82
4861	12/8/2014	A-1 Refrigeration	Lunch Room Equipment Repair	\$ 80.00
4862	12/8/2014	Apple Acres Orchard	Apples	\$ 280.00
4863	12/8/2014	Chesterman Company	Beverages	\$ 153.00
4864	12/8/2014	Thompson Company	Commodities	\$ 397.51
4865	12/8/2014	The Reliable One	Paper Towels & Gloves	\$ 387.37
4866	12/8/2014	Minden Middle School	Water	\$ 216.00
4867	12/8/2014	Roberts Dairy	Milk Products	\$ 4,083.31
4868	12/8/2014	Cash-wa Distributing Co.	Commodities	\$ 3,443.60
2796	1/13/2015	Blue Cross Blue Shield	Payroll Liability	\$ 1,435.61
2797	1/13/2015	Minden Public Schools	Payroll Liability	\$ 1,512.54
2797	1/13/2015	Minden Public Schools	Payroll Liability	\$ 83.34
2798	1/13/2015	Mps Payroll	Payroll Liability	\$ 1,418.31
2799	1/13/2015	Mps Payroll NE Income Tax	Payroll Liability	\$ 60.95
2800	1/13/2015	Principal Life Insurance Company	Payroll Liability	\$ 14.58
2801	1/13/2015	Guardian (The)	Payroll Liability	\$ 30.10
Subtotal				\$ 22,358.04
Net Payroll - January 2015				\$ 6,743.61
Total Lunch Fund Disbursements				\$ 29,101.65

Building Fund Liabilities - New High School Construction

Check Number	Date	Payee	Reason	Amount
1	1/13/2015	BOK Financial Corporation	Acceptance Fee (Doc Review & Set-up)	\$ 350.00
1	1/13/2015	BOK Financial Corporation	Annual Paying Agent Fee	\$ 400.00
Total Building Fund Liabilities - New High School Construction				\$ 750.00

Bank Statement Reconciliation

Description

Adjustment Date

Adjustment Amount

Minden High School

12/01/2014 through 12/31/2014

Bank Statement Reconciliation Summary

1. Statement Balance	\$ 152,108.08
2. - Outstanding checks	\$ 3,701.62
3. + Outstanding Deposits	\$ 0.00
4. + Outstanding Adjustments	\$ 0.00
5. Total	<hr/> \$ 148,406.46
6. + Investments	\$ 37,000.00
7. Book Balance	<hr/> \$ 185,406.46

Checks For Payment Listing

Date	Check Number	Payee	Reason	Amount
1/13/2015	31728	Ameritas Life Insurance Corp.	Payroll Liability	\$ 250.00
1/13/2015	31729	Annuities Service Center	Payroll Liability	\$ 250.00
1/13/2015	31730	Blue Cross Blue Shield	Payroll Liability	\$ 103,231.56
1/13/2015	31731	Community Health Charities of Nebraska	Payroll Liability	\$ 20.00
1/13/2015	31732	Great American Financial Resources	Payroll Liability	\$ 700.00
1/13/2015	31733	Horace Mann Life Insurance Company	Payroll Liability	\$ 4,270.00
1/13/2015	31734	Minden Public Schools	Payroll Liability	\$ 94,398.82
1/13/2015	31735	Mps Payroll	Payroll Liability	\$ 106,567.83
1/13/2015	31736	Mps Payroll NE Income Tax	Payroll Liability	\$ 14,059.28
1/13/2015	31737	New York Life	Payroll Liability	\$ 200.00
1/13/2015	31738	Pacific Life	Payroll Liability	\$ 300.00
1/13/2015	31739	Principal Life Insurance Company	Payroll Liability	\$ 1,664.40
1/13/2015	31740	Signature Performance Tiburon, LLC	Payroll Liability	\$ 507.00
1/13/2015	31741	The Guardian	Payroll Liability	\$ 711.45
01/13/2015	31742	ABM Janitorial	November Janitorial Service	\$ 6,778.17
01/13/2015	31742	ABM Janitorial	December Janitorial Service	\$ 6,778.17
01/13/2015	31743	AmSan	Custodial Supplies	\$ 730.91
01/13/2015	31743	AmSan	Custodial Supplies	\$ 57.84
01/13/2015	31744	AS Central Services - OCIO	Distance Learning Services	\$ 236.79
01/13/2015	31745	Aurora Cooperative	Pupil Transportation Fuel	\$ 2,422.69
01/13/2015	31746	Befour, Inc.	Wrestling Scale & Carrying Case	\$ 663.95
01/13/2015	31747	Bill's Plumbing	MS Plumbing Repairs	\$ 207.20
01/13/2015	31747	Bill's Plumbing	Ice Maker Repair	\$ 69.94
01/13/2015	31747	Bill's Plumbing	HS Plumbing Repairs	\$ 67.97
01/13/2015	31747	Bill's Plumbing	HS Plumbing Repairs	\$ 65.00
01/13/2015	31748	Cardmember Service	Eazst & MS Headphones	\$ 374.85
01/13/2015	31749	Central Fire & Safety, Inc.	East Fire System Service	\$ 156.50
01/13/2015	31749	Central Fire & Safety, Inc.	MS Fire System Service	\$ 210.00
01/13/2015	31750	Century Link Long Distance	District Long Distance	\$ 99.81
01/13/2015	31751	CenturyLink - Regular Telephone	Preschool Telephone	\$ 46.79
01/13/2015	31751	CenturyLink - Regular Telephone	HS Fax Line	\$ 42.86
01/13/2015	31751	CenturyLink - Regular Telephone	HS Telephone Line	\$ 49.86
01/13/2015	31751	CenturyLink - Regular Telephone	Activities Director Telephone Line	\$ 52.68
01/13/2015	31751	CenturyLink - Regular Telephone	MS Telephone Line	\$ 132.84
01/13/2015	31751	CenturyLink - Regular Telephone	District Telephone Line	\$ 242.41
01/13/2015	31751	CenturyLink - Regular Telephone	East Telephone Line	\$ 216.23
01/13/2015	31751	CenturyLink - Regular Telephone	District Fax Line	\$ 35.40
01/13/2015	31751	CenturyLink - Regular Telephone	District Emergency Line	\$ 80.76
01/13/2015	31752	Charter Communications	Distance Learning Services	\$ 343.54
01/13/2015	31753	City Of Minden	Utilities	\$ 13,860.01
01/13/2015	31754	Communications Engineering, Inc.	HS Security Camera Server Repair	\$ 1,119.50
01/13/2015	31755	Conditioned Air Mechanical Systems & Service	HVAC Repairs	\$ 3,780.00
01/13/2015	31756	Cooperative Producers, Inc.	Van 5V1 Tire Repair	\$ 16.50
01/13/2015	31757	Cornhusker International Trucks, Inc.	Bus 14A & 13B Repairs	\$ 364.22
01/13/2015	31757	Cornhusker International Trucks, Inc.	Bus 13A Repairs	\$ 76.21
01/13/2015	31758	D & M Security, Inc.	Quarterly Alarm Billing	\$ 166.50
01/13/2015	31759	Dollar General	Emergency Snack Kit	\$ 24.00
01/13/2015	31759	Dollar General	East Music Supplies	\$ 19.50
01/13/2015	31759	Dollar General	East Music Supplies	\$ 19.50
01/13/2015	31759	Dollar General	East SPED Supplies	\$ 18.24
01/13/2015	31759	Dollar General	1st Grade Supplies	\$ 6.00
01/13/2015	31760	Eakes Office Solutions	Copy Charges	\$ 5,730.80
01/13/2015	31761	Educational Service Unit #10	NWEA Training	\$ 202.50
01/13/2015	31761	Educational Service Unit #10	Deaf Ed Services	\$ 214.50
01/13/2015	31761	Educational Service Unit #10	Distance Learning Fees	\$ 3,000.00
01/13/2015	31762	Eletech, Inc.	Quarterly Elevator Maintenance Agreement	\$ 181.41
01/13/2015	31763	Fifth Street IGA	Staff Breakfast Supplies	\$ 18.00
01/13/2015	31763	Fifth Street IGA	Preschool Supplies	\$ 13.20
01/13/2015	31763	Fifth Street IGA	Kindergarten Supplies	\$ 34.64
01/13/2015	31763	Fifth Street IGA	1st Grade Supplies	\$ 41.86

Checks For Payment Listing

Date	Check Number	Payee	Reason	Amount
01/13/2015	31763	Fifth Street IGA	HS FCS Supplies	\$ 135.06
01/13/2015	31763	Fifth Street IGA	MS Life Skills Supplies	\$ 27.10
01/13/2015	31763	Fifth Street IGA	East SPED Supplies	\$ 17.20
01/13/2015	31764	Fun and Function, LLC	MS Life Skills Supplies	\$ 117.98
01/13/2015	31765	Gary Braun Electric, Inc.	Kitchen Electrical Outlet Replacement	\$ 61.35
01/13/2015	31766	Hometown Leasing	Copier & Printer Lease	\$ 2,734.54
01/13/2015	31767	John Deere Financial	Bus 14A Repairs	\$ 13.28
01/13/2015	31768	JW Pepper & Son, Inc.	MS Choir Music	\$ 2.25
01/13/2015	31768	JW Pepper & Son, Inc.	HS Instrumental Sheet Music	\$ 37.99
01/13/2015	31768	JW Pepper & Son, Inc.	HS Instrumental Sheet Music	\$ 292.59
01/13/2015	31768	JW Pepper & Son, Inc.	HS Instrumental Sheet Music	\$ 149.99
01/13/2015	31768	JW Pepper & Son, Inc.	HS Vocal Sheet Music	\$ 232.79
01/13/2015	31768	JW Pepper & Son, Inc.	HS Instrumental Sheet Music	\$ 26.85
01/13/2015	31768	JW Pepper & Son, Inc.	HS Instrumental Sheet Music	\$ 55.00
01/13/2015	31769	Kearney County Clerk	General Election Fees	\$ 1,520.85
01/13/2015	31770	Kearney County Health Services	Bus Driver Physical	\$ 158.00
01/13/2015	31770	Kearney County Health Services	Bus Driver Physical	\$ 158.00
01/13/2015	31770	Kearney County Health Services	Bus Driver Physical	\$ 158.00
01/13/2015	31770	Kearney County Health Services	Bus Driver Drug Testing	\$ 42.00
01/13/2015	31770	Kearney County Health Services	Bus Driver Physical	\$ 158.00
01/13/2015	31771	Ken Carpenter	School Board Conference Mileage	\$ 199.36
01/13/2015	31772	Lakeshore Learning Materials	MS Life Skills Supplies	\$ 105.75
01/13/2015	31772	Lakeshore Learning Materials	Kindergarten Supplies	\$ 299.90
01/13/2015	31773	Landmark Implement Carquest	Marty J Mower Repair	\$ 11.99
01/13/2015	31773	Landmark Implement Carquest	Van 7V1 Maintenance	\$ 85.37
01/13/2015	31773	Landmark Implement Carquest	Transmission Filters	\$ 50.60
01/13/2015	31773	Landmark Implement Carquest	Van 6V Maintenance	\$ 14.97
01/13/2015	31773	Landmark Implement Carquest	Shop Supplies	\$ 15.99
01/13/2015	31773	Landmark Implement Carquest	05 Pickup Repairs	\$ 194.69
01/13/2015	31773	Landmark Implement Carquest	Coach Bus Repairs	\$ 10.77
01/13/2015	31773	Landmark Implement Carquest	Marty J Mower Filter	\$ 17.26
01/13/2015	31773	Landmark Implement Carquest	Bus 13A Oil Filter	\$ 29.14
01/13/2015	31774	Marty Fetch	Title IA Training	\$ 1,087.50
01/13/2015	31775	Mason's Market	Preschool Supplies	\$ 12.76
01/13/2015	31775	Mason's Market	2nd Grade Supplies	\$ 33.00
01/13/2015	31775	Mason's Market	HS FCS Supplies	\$ 44.47
01/13/2015	31775	Mason's Market	East SPED Supplies	\$ 17.26
01/13/2015	31776	Matheson Tri-Gas, Inc.	HS Metals Shop Gas	\$ 47.51
01/13/2015	31776	Matheson Tri-Gas, Inc.	HS Metals Shop Supplies	\$ 21.01
01/13/2015	31777	Medtox Laboratories	Bus Driver Drug Testing	\$ 124.14
01/13/2015	31778	Mid-States Automation & Control, Inc.	East HVAC Repairs	\$ 255.00
01/13/2015	31779	Miller Signs	Transit Bus Graphics	\$ 1,500.00
01/13/2015	31780	Minden Courier	Board Postings	\$ 120.40
01/13/2015		Minden Exchange Bank - EFT	Direct Deposit Fees	\$ 34.15
01/13/2015	31781	Minden Hardware	Repairs, Supplies, & UPS Charges	\$ 116.73
01/13/2015	31782	Minden Office Supply	MS Chair Repairs	\$ 26.00
01/13/2015	31782	Minden Office Supply	Transit Bus Sign Lettering	\$ 14.31
01/13/2015	31782	Minden Office Supply	MS American Flag	\$ 50.99
01/13/2015	31783	Movie Licensing USA	Movie Licensing Fee	\$ 788.00
01/13/2015	31784	Mower Medic, LLC	Mower Parts	\$ 122.72
01/13/2015	31785	Mps Lunch Fund M.s.	Board Paid Lunches	\$ 3.45
01/13/2015	31785	Mps Lunch Fund M.s.	Staff Breakfast	\$ 43.80
01/13/2015	31786	Mps Petty Cash	Postage & Bus Licensing	\$ 37.29
01/13/2015	31787	Napa Auto Parts	Shop Supplies	\$ 9.16
01/13/2015	31787	Napa Auto Parts	Van 5V2 Repairs	\$ 72.44
01/13/2015	31787	Napa Auto Parts	Shop Supplies	\$ 36.68
01/13/2015	31788	NCS Pearson	Power School Licence & Hosting	\$ 3,600.00
01/13/2015	31789	NCSA	NAESP/NSASSP Principals Conference	\$ 125.00
01/13/2015	31789	NCSA	NAESP/NSASSP Principals Conference	\$ 125.00
01/13/2015	31790	Nebraska Education Technology Services	Emeetings Annual Subscription	\$ 1,500.00

Checks For Payment Listing

Date	Check Number	Payee	Reason	Amount
01/13/2015	31791	Nebraska Safety Center	Level II Pupil Transportation Course	\$ 75.00
01/13/2015	31792	Northwest Evaluation Association	10th Grade MAPS Testing	\$ 715.03
01/13/2015	31793	Pavelka Truck & Trailer Repair	Bus 13B Repair	\$ 182.20
01/13/2015	31794	Pearson Clinical Assessment	On-Line Scoring Subscription	\$ 70.00
01/13/2015	31795	Perma-Bound	MS Library Books	\$ 21.41
01/13/2015	31796	Presto-X Company	Pest Control Services	\$ 117.80
01/13/2015	31797	Pureland Supply, LLC	HS Smart Board Lamps	\$ 397.00
01/13/2015	31797	Pureland Supply, LLC	HS Projector Lamp	\$ 228.90
01/13/2015	31798	S & S Worldwide, Inc.	MS PE Supplies	\$ 112.57
01/13/2015	31799	School Outfitters	HS Tablet Charging Cart	\$ 652.12
01/13/2015	31800	Sitorius, Greg K	VGA Adapter	\$ 49.00
01/13/2015	31801	Social Thinking	MS Life Skills Supplies	\$ 86.40
01/13/2015	31802	Source Gas, LLC	Bus Barn Natural Gas	\$ 456.77
01/13/2015	31802	Source Gas, LLC	Activity Building Natural Gas	\$ 1,501.55
01/13/2015	31802	Source Gas, LLC	East Natural Gas	\$ 1,781.07
01/13/2015	31802	Source Gas, LLC	HS Natural Gas	\$ 3,218.47
01/13/2015	31802	Source Gas, LLC	MS Natural Gas	\$ 2,377.28
01/13/2015	31803	Tri-County Glass, Inc.	MS Door Repair	\$ 80.00
01/13/2015	31804	U.S. Post Office	Postage	\$ 262.80
01/13/2015	31805	Village Uniform	Custodial Supplies	\$ 477.16
01/13/2015	31805	Village Uniform	Custodial Supplies	\$ 477.16
01/13/2015	31806	West Music	Vocal Music Instruments	\$ 1,312.00
01/13/2015	31807	William Macgill Co	Preschool Supplies	\$ 125.37
01/13/2015	31808	Woodward's Disposal Service, Inc.	Shredding Service	\$ 48.75
01/13/2015	31809	Wright Express Fleet Services	Non-Pupil Transportation Fuel	\$ 138.44
01/13/2015	31810	Yanda's Music	HS Band Instruments	\$ 9,320.00
Subtotal				\$ 417,588.22
Net Payroll - January 2015				\$ 296,097.27
Total General Fund Disbursements - January 2015				\$ 713,685.49

Superintendent's Report

January 2015

Election of Officers

The first order of business will be to elect officers of the board for the 2015 year.

Committees

We will need to discuss our committee assignments. The committees are: personnel, policies, buildings/grounds, finance, curriculum, and legislation.

Current committee assignments were:

Personnel: Julie, Craig

Policies: Justin, Ken

Blds./Grs: Craig, Richard, Ken

Finance: Richard, Craig, Julie

Curriculum: Rusty, Julie

Legislation: Rusty, Justin

Community Flyer

The administrative team has completed their articles for the annual report to patrons, and the Minden Courier will be compiling it for the flyer.

Fine Arts Facilities

DLR will be meeting with staff for feedback on the Fine Arts facilities on Thursday, Jan. 15th at 9:30 am. They met with the coaching staff on Dec. 29th for feedback on the athletic areas.

February Board Meeting

Proposed: Monday, February 9th at 5:00 pm

Dr. Julie Krull

Julie will be serving in her last board meeting since joining in January of 1999. Her tremendous sixteen years of service have been filled with her professional insight, dedication, and passion for our students, staff, and community. We are very grateful for her selfless service to our school district.

MINDEN PUBLIC SCHOOLS
ACTIVITIES/ATHLETIC DEPARTMENT

*Phillip Hoyt, Assistant Principal
Activities Director*

*325 North Yates Avenue
Minden, NE 68959-1598
308-832-2254 School
308-832-1892 Fax*

JANUARY 2015 BOARD MEETING
ACTIVITIES DIRECTOR REPORT

The girls and boys basketball teams have competed through December and have continued playing in January. The girls are undefeated at 10-0 right now and were the Minden Holiday Tournament Champions over the break. They are ranked #2 in Class C -1 behind Kearney Catholic and # 10 All Class in the latest rankings. The Boys lost a tough game to Seward and a close game to Holdrege in the tournament. The boys are 3-6 and are ready to play tough starting the new year. The teams take a road trip north to play Ainsworth and Valentine on Jan 9-10 and then play at home with Ravenna and Hastings St. Cecilia on Jan 13 and 15th.

The high school wrestling team competed in the Cozad Invite, Holdrege Invite, Axtell Invite, and Cambridge Invites before Christmas break. They competed in a dual at St. Paul on January 8 and will compete at the Franklin Invite on Jan 10. Minden will host its invite on Friday, Jan 16, starting at 3:00. The team hopes to get healthy and be a strong contender later in January. Austin Olson is currently ranked 5th in Class C at 113 lbs.

The Minden Speech Team and its 40 members have been preparing for their season to begin and competed in their first meet at Adams Central on Jan 10. The team will continue competitions at GISH on Jan 17 and Broken Bow on Jan 24.

Jr. high boys basketball has begun practice with 13 - 8th graders and 18 - 7th graders participating. The 7th graders will participate in the McCook Jamboree games on Jan 17, and the 8th graders will participate in the Minden Jamboree games on January 17 starting at 9:00.

The Minden High School Band will continue to perform at home contests this winter and the 8th Grade All State Band will be on Saturday, January 17. The High School Vocal groups continue to work hard and are preparing for the show choir competitions on February 6 in Central City and Feb 11 at UNO.

Minden High School club organizations continue to meet and prepare for upcoming events this winter. NHS is preparing for the Winter Ball on Saturday, Jan 24, in the HS Gym. FCCLA District STAR competition is Wednesday, Jan 28, at UNK.

Minden High School
Nebraska Chiropractic Physicians Association (NCPA)
Fall 2014 Academic All-State Awards
Girls Cross Country – Jianna Sorensen
Boys Cross Country – Andrew Hultquist
Football – Keith Bendix, Matthew Exstrom
Girls Golf - Ashton Boldt, Paige Kristensen
Play Production - Madisyn Ayres, Jozef Kuehn
Softball - Madisyn Ayres, Trinity Olson
Volleyball - Alison Rowse, Addison Woodward

The U.S. Cellular® Cup - Fall 2014-2015 Standings

2014 NSAA Girls Golf Championship Team Results

-Top Eight Teams-

Girls Class C—All School/Girls Divisions Team

Team Total Cup Points

Minden 750 50

Columbus Scotus 766 45

Lincoln Lutheran 778 40

Grand Island CC 814 35

Kearney Catholic 841 30

West Point-Beemer 850 25

Dundy County-Stratton 857 20

Cozad 858 15

2014 NSAA Cross Country Championship Results

-Top Eight TeamsBoys

Boys Class C—All School/Boys Divisions

Team Score Cup Points

Milford 47 50

Columbus Scotus 58 45

Syracuse 81 40

Mitchell 82 35

Minden 84 30

O'Neill 104 25

Omaha Concordia 113 20

Sidney 120 15

East Elementary Board Report January 12, 2015

- 1. Enclosed are the notes from the Dec. Staff meeting.**
- 2. When the students came back on January 6th, they were excited to find out that they could choose to have a sandwich in place of the regular entrée. The sandwich option has gone over very well and has been easy to implement. (Enclosed is the letter that was sent home with the students before the break).**
- 3. On Friday, December 5th, the East Elementary students put on another excellent Music/PE/Art performance to a full house! Lori Schluntz, Ed Rowse, and Christina Pawley did an outstanding job with the students. We thank Mr. Osgood and the Middle School staff for the use of the gym and for their flexibility with our practices.**
- 4. Next Monday, January 12th, the East Elementary students will have the pleasure of watching a live performance of the "Rain Forest Animals." Since the program was already in the area, we received a special price for the performance. One session is going to cost us \$350 (normally it would cost \$550 for the one session).**

This program showcases live animals from the Rainforests around the World. The presenter will talk about their survival, natural history, geography, natural behavior and how to preserve their environment. It will feature 5-8 live animals such as Honey Bear, Brazilian Badger, hornbill, Ringtail Lemur, Boa, Iguana, and rain forest arthropods.

This program is pertinent to our 3rd grade curriculum. During the last quarter of the year, the third grade students study the "rainforests" throughout their subject areas, (Social studies, science, reading, writing, math, music and art). They love making their own rainforest

that is located in the front hallway. All of the K-3 students look forward to that unit in the third grade, as they love walking through the rainforest, looking at the animals and listening to the rainforest sounds. After this program, all of our students will have a better understanding of rainforests throughout the world. It will begin at 9:15 and will last approximately an hour. The Board and the administration are welcome to attend.

Staff Meeting 12/10/14

Thank you Katie & Annie for hosting!

I. **Christmas Committee**

- a. Can Drive for the Lion's Club baskets and for the Food Bank. Keep the cans in your classroom and keep a total of items. Put the total of cans on your attendance slip every day.
- b. Friendly competition between K & 2nd (123 students) and 1st & 3rd (118 students)... teachers can also participate (in fact it's encouraged)!
- c. Wed., Dec. 17th is the last morning to bring in cans for the competition. The winner will be announced and at 2:30 pm the winners will meet in the gym for the storyteller (Angie Oberg). Have your students pack book bags, etc. before going into the gym.
- d. Santa will be coming after the sing @ 8:30 & hand out gifts.

II. **Lockdown Drill**

- a. Tomorrow @ 10:40... we will have an officer present.
- b. Review the instruction guide.
- c. Tomorrow we'll give an all clear on the intercom, but if it were a real lockdown, the police (or administration) would give you the all clear or further directions.
- d. Send the parent letter home today with your students.

III. **Popcorn**

Feel free to use the popcorn (donation from Cargill) for parties, etc.

Thank you Lori for the popcorn treat this week!

- IV. **In-service Plans for Jan. 16 - Marty Fetch** will be facilitating our day. Watch the video, "Success Starts with Teachers" from the website... NE Loves Public Schools. Here is the video. It's 30 minutes, but so informative, especially to those looking in from the outside. Please keep in mind that many people other than teachers are viewing his video. It does show what schools have to deal with on a daily basis... kids not having breakfast, homework not being done, high poverty, etc.

<http://nelovesps.org/story/success-starts-with-teachers/>

The workshops that he did for Waser Elementary in Grand Island and the workshop that he'll do for us is entitled, "Community and culture of the building." Some of the things that he will be addressing are the Joys of Education, why we are in education, there will be some lesson planning involved with your grade levels. Plus so much more... he will give us ideas to put into our plans for Monday! There will be a great deal of collaboration among staff. He plans to come out on the 15th to do some observing, etc. He comes highly recommended and is very excited to be coming to Minden (I was excited that he had the 16th open)! From the sound of it, I think that we'll all have an enjoyable day!

- V. **Assembly on the Rainforests around the World**
Information was emailed earlier with the dates to remember. Let me know if you have any questions.

VI. **Other Information:**

1. **Hand held radios** for East Elementary
We will order 3 radios... one for each of the playground doors (keep in Allyson's room & in the kindergarten room... that way everyone knows where they are at).
Students are not to carry or bring the

radios in or out... they are \$250 for each radio... so PLEASE take care of them! We will also have a handset in the office. They will be ordered as soon as Dave gets the official quote.

Would Allyson and Kindergarten take the radios with them whenever we have an evacuation drill or a fire drill. Thank you.

2. Today: Jazzethyst @ 8:45 am

It will last approximately 30 min.

- 3. Six families in our district** will be going to Kmart tonight @ 6:00 pm. I will be going up to help out these families and anyone that would like to ride along with me is welcome to come and help out as well. All of the kids from these families will have up to \$100 to purchase items of need (clothes, coats, shoes, etc. and a gift for Christmas). Larry Lichti, along with the Exchange Bank, is donating the "Shopping trip". I will send both Larry and Rich a thank you for helping to brighten up Christmas for these families! Larry has been very generous donor to our community (he does have a couple of grandsons who goes to school in Minden).

4. Change in School Board Meetings (FYI)

The Board meetings have been changed to the 2nd Monday of the month and times may vary. It will usually be at 7:30 pm, but during the winter, it may be earlier. Jan. 12th at 5:00 pm is the next Board meeting...

5. Friday, December 19th

- a. 7:15 Holiday Breakfast for all staff in the wrestling gym @ CLJ
- b. It's wear your "Ugly Sweater" day
- c. Teachers can leave right after the students have left for the day.

5. **Coke Rewards** – Sent an email to you last night. Sharon is taking care of this for us... so keep saving those Coke lids!

Enjoy the 'SEASON' and remember...."he knows if you've been bad or good"

Dear Parents,

I hope everyone is having a good school year and that the lunch program is filling your child's needs. At this time I would like to let you know about a change that is coming when we return to school after Christmas break. We are going to add a sandwich option to the lunch program at East Elementary.

Every day during lunch count your child will be able to tell their teacher that they would like to have a sandwich in place of the entrée that day. We are doing this to be able to accommodate more children with our lunch program, and to better prepare them for lunch at the middle school where they have many options. I'm hoping that this is a helpful addition to our program.

I would like to say how much we enjoy the family members coming to eat with their children. I would also like to ask that you please call ahead. We have had such wonderful attendance by parents and other family members this year that sometimes we can run short on food. If at the last minute you decide to come eat please do. If you can call at that time that is usually soon enough to make sure that there is food for you.

Thank you; please feel free to call with any questions: 832-3239

Food Service Director

We will try to keep the sandwiches the same every week

Monday- Peanut butter and Jelly

Tuesday- Ham and cheese

Wednesday-Turkey and cheese

Thursday-Cheese

Friday-Peanut butter and Jelly

Minden Public Schools

Minden High School

Monthly School Board Meeting (January 2015)

Mr. Hosick-Principal's Report

1. Holiday BB Tournament:

I would like to thank all the staff, parents, and patrons that helped with our Holiday BB Tournament on December 29th & 30th. We were fortunate that the weather allowed us to play our games and we did have some very good games during the two day tournament. We did receive some nice feedback from the visiting fans especially the Seward fans who said they really appreciated the warm welcome they received by our school and our community. Next year's tournament will be held in Seward.

2. Facility Design:

a) Coaches Meeting: On December 29th, the head coaches from most of our athletic teams were able to sit down with members of the DLR staff to discuss design features of the new gym, locker areas, weight room, fitness area, and training room. The coaches and the DLR team were able to discuss our student's academic and athletic program needs. This was a very valuable and worthwhile meeting and I do appreciate the coaches coming in during the Christmas Break to meet with the DLR staff.

b) Fine Arts: On January 15th, members of the Fine Arts Staff from the three buildings and a few local residents that have additional expertise and background in stage design, sound, music/theater production will meet with the DLR staff to fine tune the design of the Fine Arts area of the new high school. We are equally excited for this meeting as we were for the earlier coaches meeting and I am sure we will be able to gather some great ideas on that day.

c) Off Site Visits: On January 16th, I will be taking a group of our high school staff to the eastern part of the state to visit a few newer school facilities. These visits will allow our staff to collect ideas and knowledge to assist us as we work through the design phase of the new high school. Currently we will be scheduled to visit Elkhorn South High School, Elkhorn Valley View Middle School, and Bennington. If time would allow we might see if we can squeeze in one more facility. We would love Board members to join us if that would fit into their schedules.

3. Teacher In-Service/Minden Invitational Wrestling Tournament:

On Friday, January 16th 2015 we will not hold school for students. At the High School we will be using that day to work on our Fine Arts Curriculum with assistance from the Educational Service Unit out of Holdrege, other high school staff members will be touring schools in eastern Nebraska, and still others will be assisting Mr. Hoyt in running our Minden Invitational Wrestling Tournament. If you are available that afternoon, please stop by to watch our wrestling team compete against some quality teams from around the area.

Bylaws of the Board - MeetingsRegular Meetings

The Board shall meet in regular session on the second Monday of each calendar month, unless otherwise designated by the president with the approval of the Board. Such meetings shall begin at 7:30 p.m. Board meetings held in the winter months of December, January, and February will begin at 5:00 pm, unless otherwise designated by the president with the approval of the Board.

All regular meetings shall be held in the in the media center at C.L. Jones Middle School unless otherwise designated by the president with the approval of the Board.

Legal Reference: Neb. Rev. Stat. § 79-554
 Neb. Rev. Stat. § 79-555
 Neb. Rev. Stat. § 84-1401

Date of Adoption: January 12, 2015

**FIRST AMENDMENT TO
AGREEMENT BETWEEN THE KEARNEY COUNTY SCHOOL DISTRICT 50-0503, A/K/A
MINDEN PUBLIC SCHOOL DISTRICT AND THE PROJECT ARCHITECT**

THIS FIRST AMENDMENT is made this 12th day of January, 2015, and amends and modifies that certain Agreement executed December 8th, 2014, by and between the Kearney County School District 50-0503, a/k/a Minden Public School District, a Political Subdivision of the State of Nebraska, hereinafter called the "Owner", and DLR Group, 6457 Frances Street, Omaha, Nebraska 68106, hereinafter called the "Project Architect".

The Owner and the Project Architect agree that the Agreement shall be extended, and amended and modified as follows:

1. Section 1.1.4.3 of the Agreement is amended to change the date of the Commencement of construction to March 1, 2015.

2. Section 11.8.1 of the Agreement is amended to include subparagraph .7 as follows:

.7 Printing, reproduction, plots and standard form documents as approved by the Owner.

IN WITNESS WHEREOF, the Owner and Project Architect have affixed their signatures effective on the date first written above.

KEARNEY COUNTY SCHOOL DISTRICT 50-0503, A/K/A MINDEN PUBLIC SCHOOL DISTRICT, A Political Subdivision of the State of Nebraska

DLR GROUP, PROJECT ARCHITECT

By: _____
Name: _____
Title: President, Board of Education

By: _____
Name: Patrick Phelan
Title: Principle

ATTEST:

ATTEST:

By: _____
Name: _____
Title: Secretary, Board of Education

By: _____
Name: _____
Title: Corporate Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF KEARNEY)

The foregoing instrument was acknowledged before me this _____, 2015, by _____, President of the Board of Education for Kearney County School District 50-0503, a/k/a Minden Public School District, on behalf of the political subdivision.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____, 2015, by Patrick Phelan, a Principle of DLR Group, on behalf of the corporation.

Notary Public

**FIRST AMENDMENT TO
AGREEMENT BETWEEN THE KEARNEY COUNTY SCHOOL DISTRICT 50-0503, A/K/A
MINDEN PUBLIC SCHOOL DISTRICT AND THE CONSTRUCTION MANAGER AT RISK**

THIS FIRST AMENDMENT is made this 8th day of December, 2014, and amends and modifies that certain Agreement executed April 17, 2013, by and between the Kearney County School District 50-0503, a/k/a Minden Public School District, a Political Subdivision of the State of Nebraska, hereinafter called the “Owner”, and Boyd Jones Construction Company, 4360 Nicholas Street, Omaha, Nebraska 68131, hereinafter called the Construction Manager at Risk or “CM@R”.

WHEREAS, the legal voters of the school district approved a bond issue resolution to finance a Project (as defined herein) at the bond election held on November 4, 2014.

WHEREAS, the Project (as defined herein) is substantially similar in scope, nature, project site, schedule and budget to OPTION 3A identified in the Agreement.

WHEREAS, both the Owner and CM@R desire and agree, pursuant to Section 1.2 of the Agreement, that the Agreement and the engagement of the CM@R for the Project (as defined herein) should be extended by this First Amendment to this Agreement between the Owner and CM@R.

The Owner and the CM@R agree that the Agreement shall be extended, and amended and modified as follows:

1. The Project, as used herein and for purposes of the Agreement shall consist of the construction of a proposed new high school addition to the existing middle school consisting of approximately 110,000 square feet, located in Minden, Nebraska.

2. Appendices A, C, E, G, and H to the Agreement are deleted in their entirety and replaced with the following:

- (a) Scope of Project Sheet attached hereto as Appendix A.1.
- (b) Payment and Performance Bond, to be attached hereto as Appendix C.1.
- (c) Certificate of Insurance to be attached hereto as Appendix E.1.
- (d) The Final Efforts Schedule, Appendix G.1.
- (e) The Estimated Reimbursable Expenses, Appendix H.1.

Any reference in the Agreement to Appendix A, C, E, G or H shall be to Appendix A.1, C.1, E.1, G.1 or H.1 respectively.

3. The projected Project Budget for the Project shall be the sum of \$22,459,374, including all architect fees and reimbursable expenses, construction management fee and general conditions costs, and the cost of construction (hereinafter “the Project Budget”).

4. The Term of the Agreement between the Owner and the CM@R shall continue for a period ending one year following the issuance of the Certificate of Substantial Completion by the Project Architect for the Project.

5. The CM@R shall achieve Substantial Completion of the Work not later than October 28th, 2016, and Final Completion of the Work not later than December 23rd, 2016.

6. Section 2.5.3 and subparagraphs of the Agreement are deleted in their entirety and replaced as follows.

2.5.3 ADMINISTRATION

2.5.3.1 ACTUAL PERFORMANCE OF THE WORK THROUGH MULTIPLE PRIME CONTRACTS: All of the Work on the Project, except such work identified and approved by the Owner's Designated Representative as an Aid-to-Construction or as a Reimbursable Expense under Article 6, shall be performed under contracts to be held by the Construction Manager as the contracting party and such contract shall be covered by the Construction Manager's payment and performance bonds (hereinafter referred to as "Subcontracts"). The Construction Manager shall advertise for competitive bids for each Subcontract and award such Subcontracts as set forth below. As part of the process of obtaining competitive bids for the Work, the Construction Manager shall perform the following responsibilities.

2.5.3.2 CM@R DEVELOPMENT OF BID PACKAGES: The CM@R shall develop bid packages and solicit Subcontractor interest in the Project with emphasis on the development of bid packages that will encourage participation by local contractors.

2.5.3.3 ADVERTISEMENT FOR COMPETITIVE BIDS: As the Owner's representative, advertise for competitive bids for all portions of the Work pursuant to the bid process adopted and designated by the Owner which may be placed in the Project Manual for each bid package, to-wit:

2.5.3.3.1 All contracts for work related to building construction, remodeling or repair or site improvements will be bid in accordance with state statutes in the regular manner established by the Board. All other contracts will be handled under current district policies and regulations.

2.5.3.3.1.1 Building construction, remodeling or repair or site improvement projects should be combined to the extent possible.

2.5.3.3.1.2 The regular manner established by the Owner for advertising for bids and Proposals for all contracts for the construction of all improvements and work listed for the Project through the Owner's Superintendent of Schools, or his/her designee, shall be by: (a) preparing invitations for bids and proposals and proposed contract documents; (b) publishing public notice which includes the general nature of the proposed work, fixes the hour, date, time and place where such bids and proposals shall close, or be received or opened, and provides the name and telephone number of a person to be contacted by anyone interested in submitting a bid and proposal to contract for such work; (c) establishing evaluation criteria, interview and selection procedures which may include consultations with one or more bidders according to the requirements of any federal, state, and local laws applicable, with the board giving approval to and making the award of any final contracts; and (d) preparing, signing, executing and delivering all documents, and taking or causing to be taken all other necessary or appropriate action to complete the bidding and proposal process for each contract; and that the above shall and is hereby determined to be the regular manner established by the Owner for advertising for bids and proposals for all contracts for the Project.

2.5.3.3.1.3 The above regular manner established by the board relates to all forms of construction, remodeling, or repair and all contractors and subcontractors, including the various forms of "CM@R as Constructor" (CM@R) and any subcontracts thereunder.

2.5.3.3.2 In implementing the forgoing bid process, the CM@R shall be generally responsible to including, but not limited to:

2.5.3.3.2.1 SCHEDULE FOR LETTING BIDS: Establish a schedule for letting bids for each portion of the Work pursuant to the Guaranteed Critical Path Method Schedule (GCPMS) established for the Project;

2.5.3.3.2.2 DATES FOR ADVERTISEMENT OF BIDS: Establish dates for advertising for and opening of bids;

2.5.3.3.2.3 LOCATION OF BID OPENING AND READING AND AVAILABILITY OF BIDS: All bids will be opened at the CM@R's offices and shall be read aloud in public to those present. All submitted bids shall be available for public inspection thereafter during the normal business hours for the Owner's administrative offices; and the CM@R shall provide to each submitting bidder a summary of the bids within five (5) business days of the opening of the bids;

2.5.3.3.2.4 PUBLICATION OF BIDS: Arrange for publication of advertisement for bids, which publication shall fix the day and hour upon which the bids shall be returned or received, and the date, hour and location the bids will be opened, and that the bids shall be opened in the presence of the bidders, or representatives of the bidders, when the hour is reached for the bids to close;

2.5.3.3.2.5 PROVISION OF CONSTRUCTION DOCUMENTS: Provide to all prospective bidders the Plans and Specifications for the portion of the Work being let for bids;

2.5.3.3.2.6 PRE-BID CONFERENCES: Be in attendance at and conduct pre-bid conferences with firms interested in submitting bids as Subcontractors following the GCPMS for the Project;

2.5.3.3.2.7 SPECIFY REQUIRED INFORMATION FROM BIDDERS: Confirm with all prospective Subcontract bidders that they will provide all information requested of bidders on the Work required by the Owner in the bid documents;

2.5.3.3.2.8 PRESENCE AT BID OPENINGS: Be present at all bid openings;

2.5.3.3.2.9 MINIMUM NUMBER OF BIDS AND EVALUATION OF BIDS: For a bid package to proceed to award there must be not less than three (3) bona fide bids submitted, unless such requirement is waived for good cause by the Owner; "good cause" shall be determined on a case-by-case basis in consideration of the receipt of competitive nature of the bids received and the progress of the Work. In consultation with the Owner and Project Architect, evaluate each bid and bidder, and make recommendations to the Owner regarding which bids will be accepted as the lowest responsible bid for portions of the Work being bid.

2.5.3.3.2.9.1 LOW RESPONSIBLE BIDDER: For purposes of the Work of this Agreement, the term "lowest responsible bidder" shall mean financial responsibility, the general ability and capacity of the bidder to perform the Work, the bidder's facilities and suitability for the task, and those qualities which the bidder must necessarily have in order to be able to perform the contract strictly in accordance with its terms.

2.5.3.3.2.9.2 CM@R ASSISTANCE IN DETERMINING LOW BID: For purposes of the Work of this Agreement, upon identifying the responsible bidders for a portion of the Work, the CM@R shall advise on which of the responsible bidders has submitted the lowest bid. The lowest total price is not always dispositive of this question because public bodies retain an official discretion to determine which bid offers the best value to their constituents. The Owner shall have discretion to award the contract to one other than the lowest of the responsible bidders whenever a submitted bid contains a relevant advantage; e.g. for example, a bid that promises an early completion date or construction with higher quality materials.

2.5.3.3.2.9.3 The CM@R shall provide to each submitting bidder notice of the bid determined to be the low responsible bidder within five (5) business days of the determination by the Owner.

2.5.3.4 BIDDING BY CM@R: Should the CM@R or a construction contractor in any way affiliated with the CM@R as defined by the Owner submit a bid for a portion of the Work being let for bids, the same procedures and processes as required of all bidders shall be followed, except that any bid by the CM@R must be submitted 24 hours before all other bids are due to be submitted, and the bid of the CM@R or a construction contractor affiliated in any way with the CM@R may only be accepted if such bid is the lowest responsible dollar amount bid;

2.5.3.5 PRESENTATION OF BID RECOMMENDED BY CM@R TO OWNER: Upon receipt of bids, the CM@R shall present a tabulations of the bids received to the Owner for review and approval by the Board of Education, along with a recommendation to the Owner of the low responsible bid; and, the Owner through the Board of Education shall take action to accept a bid for the Work that is the subject of the bid process, or reject all bids and request the CM@R to rebid the Work.

2.5.3.6 NON-ACCEPTANCE OF LOW BID RECOMMENDED BY CM@R TO OWNER: If the Guaranteed Maximum Price has been established and a specific bidder among those whose bids are received through the competitive bidding process (1) is recommended to the Owner by the CM@R as the lowest responsible bid; (2) is qualified to perform that portion of the Work; (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the CM@R may require that a change in the Work be issued to adjust the Guaranteed Critical Path Method Schedule and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the CM@R and the amount of the Subcontract or other agreement actually signed with the person or entity designated by the Owner.

2.5.3.7 CONFORMANCE BY MATERIAL SUPPLIERS: Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the bidding provisions herein and the payment provisions of subparagraph 6.2.

2.5.3.8 REBIDDING OF WORK: In cooperation with the Architect and Owner, the CM@R shall assist with the rebidding of any portion of the Work for which no satisfactory bid has been received;

2.5.3.9 BID BONDS: The CM@R may in consultation with the Owner determine to require bidders to submit bid bonds or other bid security and, as applicable, payment and performance bonds and certificates of insurance acceptable to the CM@R and Owner as a prerequisite to bidding on portions of the Work to be performed by Subcontract.

7. Section 2.6 of the Agreement is deleted in its entirety and replaced as follows.

2.6 CONTRACTS OF SUBCONTRACTORS: All Subcontractor contracts shall be between the Subcontractor as a party thereto, and the CM@R jointly as the other party thereto with the Owner as a third party beneficiary of such contract.

8. Section 4.1.1.2.1.3 of the Agreement, Pre-Bond Issue Election Compensation - Consultation Phase Personnel Expenses, is amended as follows

4.1.1.2.1.3 PRE-BOND ISSUE ELECTION COMPENSATION - CONSULTATION PHASE PERSONNEL EXPENSES. The CM@R's personnel expenses for the Pre-Bond Issue Election Phase services pursuant to paragraph 2.0 of this Agreement shall be reimbursed by multiplying the stated hourly rates set forth in the Final Efforts Schedule times the actual hours expended for each such personnel not to exceed the MPE of FIVE THOUSAND NINE HUNDRED FIFTEEN DOLLARS (\$5,915.00) for such phase of the CM@R services set forth in the Final Efforts Schedule. Savings derived from an under-run to this MPE shall increase the budgeted MPE for the CM@R's personnel expenses in 4.1.1.2.1.4.

9. Section 4.1.1.2.1.4.1 of the Agreement, Pre-Construction Compensation – Consultation Phase Personnel Expenses, is deleted in its entirety and replaced as follows.

4.1.1.2.1.4.1 The CM@R's personnel expenses for the Pre-Construction phase services pursuant to paragraphs 2.1 through 2.2 of the Agreement shall be reimbursed by multiplying the stated hourly rates set forth in the Final Efforts Schedule, Appendix G.1, times the actual hours expended for each such personnel not to exceed the MPE of THIRTY-FIVE THOUSAND SIX HUNDRED THIRTY-TWO DOLLARS (\$35,632.00) for such phase of the CM@R services set forth in the Final Efforts Schedule. Savings derived from an under-run to this MPE shall

increase the budgeted MPE for the CM@R's personnel expenses in 4.1.1.2.1.4.2. The CM@R shall not receive any compensation whatsoever for corporate overhead, profit and risk for Pre-Construction services.

10. Section 4.1.1.2.1.4.2 of the Agreement, Construction Phase Compensation – Construction Phase Personnel Expenses, is deleted in its entirety and replaced as follows.

4.1.1.2.1.4.2 The CM@R's personnel expenses for Construction Phase services pursuant to paragraphs 2.3 through 2.6 of the Agreement for the Project shall be reimbursed by multiplying the stated hourly rates for each personnel position set forth in the Final Efforts Schedule, Appendix G.1, times the actual hours expended for each such personnel not to exceed the MPE of FIVE HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED SIXTY-EIGHT DOLLARS (\$575,568.00) for such phase of CM@R services set forth in the Final Efforts Schedule plus any savings realized in 4.1.1.2.1.3 of the Agreement. Savings derived from an under-run to the total MPE set forth on the Final Efforts Schedule shall accrue to the Owner.

11. Section 4.1.1.2.4.4 of the Agreement, CM@R'S Fee for Corporate Overhead, Profit and Risk, is deleted in its entirety and replaced as follows.

4.1.1.2.1.4.4 CM@R'S FEE FOR CORPORATE OVERHEAD, PROFIT AND RISK: The fixed fee to cover the CM@R's corporate overhead, profit and risk shall be the sum of 3.28% of the total Cost of the Work as defined herein.

12. Section 7.4 of the Agreement is deleted in its entirety and replaced as follows.

7.4 PERFORMANCE AND PAYMENT BOND: The CM@R shall as required by NEB. REV. STAT. § 52-118 furnish payment bonds, as necessary, and bonds covering faithful performance of this CM@R Agreement and payment of obligations arising thereunder with minimum Best Rating "A". The amount of said bonds shall be equal to the sum of (1) the CM@R's Compensation for Basic Services, (2) the GMP amount for the Cost of the Work, and (3) Expenses to be Reimbursed.

7.4.1 Allowance for Subcontractor Performance and Payment Bonds: In subcontracting Work on the Project, the CM@R, in its sole discretion, may require certain subcontractors on certain portions of the Work to obtain and furnish performance and payment bonds in the amount of such subcontract sums. The GMP shall include an allowance of ONE HUNDRED-FIFTY THOUSAND DOLLARS (\$150,000.00) for costs associated with such subcontractor-furnished performance and payment bonds to be used by the CM@R in its sole discretion.

[BALANCE OF THE PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the Owner and CM@R have affixed their signatures effective on the date first written above.

KEARNEY COUNTY SCHOOL DISTRICT 50-0503, A/K/A MINDEN PUBLIC SCHOOL DISTRICT, A Political Subdivision of the State of Nebraska

BOYD JONES CONSTRUCTION COMPANY, CM@R

By: _____
Name: Julie Krull
Title: President, Board of Education

By: _____
Name: Jon Crane
Title: President

ATTEST:

ATTEST:

By: _____
Name: Richard Jacobsen
Title: Secretary, Board of Education

By: _____
Name: _____
Title: Corporate Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF KEARNEY)

The foregoing instrument was acknowledged before me this _____, 2014, by Julie Krull, President of the Board of Education for Kearney County School District 50-0503, a/k/a Minden Public School District, on behalf of the political subdivision.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____, 2014, by Jon Crane, President of Boyd Jones Construction Company, on behalf of the corporation.

Notary Public

APPENDIX A.1

SCOPE OF WORK

New High School Addition to the Existing Middle School: Preconstruction Services and Construction Management at Risk Services for the construction project for the Minden Public Schools – the project scope consists of construction of a new high school addition to the existing middle school consisting of approximately 110,272 square feet. Said services to include building envelope, structural system, finishes, electrical and HVAC systems to be determined in collaboration with Construction Manager, Architect/Engineer and Owner, and may include site utility infrastructure construction work to accommodate sanitary sewer, storm sewer, domestic water and automatic fire sprinkler service. Partial or complete demolition of the existing high school to be determined in collaboration with Construction Manager, Architect/Engineer and Owner.

APPENDIX C.1

PAYMENT AND PERFORMANCE BOND

Payment and Performance Bond will submitted prior to the start of construction.



CERTIFICATE OF LIABILITY INSURANCE

3/31/2015

DATE (MM/DD/YYYY)

12/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 1015 North 98th Street, Suite 101 Omaha NE 68114 402-970-6100	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B:</td> <td>American Guarantee and Liab. Ins. Co.</td> <td>26247</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	American Guarantee and Liab. Ins. Co.	26247	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED 1380835 BOYD JONES CONSTRUCTION COMPANY P: 402-553-1804 PO BOX 31336 OMAHA, NE 68131																					

COVERAGES BOYJ003 **CERTIFICATE NUMBER:** 13276868 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GLO9155302	3/31/2014	3/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	BAP9155299	3/31/2014	3/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	AUC5939197	3/31/2014	3/31/2015	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC9155301	3/31/2014	3/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Kearney County School District 50-0503 aka Minden Public Schools and DLR Group are additional insured with respect to operations of the insured, subject to policy terms and conditions.

CERTIFICATE HOLDER 13276868 Kearney County School District 50-0503 a/k/a Minden Public Schools 520 West 3rd Street, P.O. Box 301 Minden NE 68959	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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APPENDIX H.1

GENERAL CONDITIONS MATRIX					
Cost Category	Fee & Overhead	Direct Personnel Expense (Efforts Sched.)	General Conditions / Reimbursable	Owner / Misc. Costs	Comments
Home Office Expenses					
Home Office Overheads	X				
Business Development	X				
Training & Development	X				
Profit	X				
Construction Phase Staff					
Project Executive		X			
Project Manager		X			
Superintendent(s)		X			
Project Engineer		X			
Safety Manager		X			
Estimators	X				
Schedulers	X				
Administration					
Office Support Staff (Accounting etc.)	X				
Builders Risk Insurance				X	
General Liability Insurance			X		
Subcontractor Bonds			X		As Required. Taken from Allowance
Supplier Bonds			X		As Required. Taken from Allowance
CM@R Bonds			X		
Jobsite Operations					
Trailers/Job Office/Storage Office			X		
Telephones / Cell Phones /Radios			X		
Copiers/Fax/Office Equip/Softwear			X		
Office Supplies			X		
Vehicles, Fuel, Maintenance			X		
Document Reproduction			X		
Postage & Couriers			X		
Site Signage			X		
Safety Enforcement/Equipment			X		
Temporary Toilets			X		
Water, Ice, Cups			X		
Dumpsters			X		When not provided by Subcontracts
Licenses				X	
Permits/Impact Fees				X	
Materials Layout Area			X		
Security				X	
Taxes			X		
Temporary Utilities			X		
Temporary Fencing			X		
Interim Cleaning			X		
Construction Testing			X		
Fire Protection			X		
Mobilization			X		
Demobilization			X		
Temporary Heaters/Enclosures			X		When not provided by Subcontracts
SWPPP Fees/Maintenance			X		When not provided by Subcontracts
Unloading			X		When not provided by Subcontracts
Pump Water/Snow Removal			X		When not provided by Subcontracts
Surveying & Lay-out			X		When not provided by Subcontracts
Final Cleaning			X		When not provided by Subcontracts

January 12, 2015

Dear Dr. Melissa Wheelock and the Board of Education,

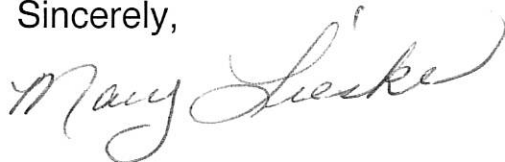
After 29 years of public education and 16 years in Minden, I am planning to retire at the end of my 2014-15 contract. I have enjoyed my career immensely and this has been a difficult decision. I want to thank all of you for the support that you have given me over the past 16 years as the East Elementary Principal.

I will truly miss our administrative team and the special working relationship we have had for so many years. I have absolutely loved my job and consider myself so fortunate to work with, and be surrounded by excellent staff, great kids, and supportive parents. It has been a wonderful experience watching the students grow physically, emotionally and academically.

My plans for the future include traveling, enjoying our vacation homes, spending time with family and helping out with our grandchildren, reading, gardening, and just plain relaxing. Who knows, I might take up golf again, much to my husband's chagrin!

It has been my honor and privilege to serve as a principal for the Minden School District. I could not have asked for a better education for our three children. Thank you for your support in providing the best in education for the youth of our school district.

Sincerely,

A handwritten signature in cursive script that reads "Mary Lieske". The signature is written in black ink and is positioned below the word "Sincerely,".

Mary Lieske

"There is no higher calling in life, than that of raising up the children that have been trusted to our care!" Dobson

MINDEN PUBLIC SCHOOLS
MOTION

Motion made by _____, seconded by _____
that the Board of Education of this School District should, and does hereby:

(1) That the Superintendent of Schools should be and is hereby authorized to engage Olsson Associates, Inc., to perform utility relocation survey services for the new high school addition project, under terms and conditions of a to be negotiated written Letter Agreement for Professional Services, and with compensation to Olsson for such services not to exceed the fixed amount of \$9,641.00.

(2) That the Superintendent of Schools, or a designee for the school district, with assistance from school district legal counsel, should be and is hereby authorized and directed to negotiate the terms and conditions of the written Letter Agreement for Professional Services with Olsson Associates, Inc., deemed in the best interest of the school district.

(3) That the Superintendent of Schools, or a designee for the school district, should be and is hereby authorized to sign, execute and deliver any final, negotiated written Letter Agreement for Professional Services with Olsson Associates, to pay all costs, expenses and fees for compensation under such Agreement, not to exceed the amount specified herein, and to take or cause to be taken all other action necessary or appropriate to finalize the written Agreement.

After discussion and on roll call vote, the following board members voted in favor of passage and adoption of the above Motion: _____

_____.

The following voted against the same: _____.

The following were absent or not voting: _____.

The above Motion having been consented to by more than a majority of the members of the School Board of this School District, were declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED this ____ day of January, 2015.

KEARNEY COUNTY SCHOOL
DISTRICT 50-0503, A/K/A MINDEN
PUBLIC SCHOOL DISTRICT

BY: _____
President, Board of Education

ATTEST: _____
Officer



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

January 7, 2015

Minden Public Schools
Attn: Dr. Melissa Wheelock
520 W. 3rd Street
Minden, NE 68959

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Minden High School Addition Utility Relocation (the "Project")
Minden, NE

Dear Ms. Wheelock:

It is our understanding that Minden Public Schools ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date:	January 12, 2015
Anticipated Design Completion Date:	January 30, 2015

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Nine thousand six hundred forty-one Dollars (\$ 9,641.00). Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Pat Phelan with DLR Group.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated January 7, 2015 between Minden Public Schools ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or

economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until

the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the

contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such

observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably

incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse

by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s)

or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall

take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all

claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.13 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted

by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.15 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated January 7, 2015 between Minden Public Schools (“Client”) and Olsson Associates (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Minden, NE

Project Description: Minden High School Addition Utility Relocation

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PHASE 500 – UTILITY RELOCATION DESIGN

Olsson shall prepare a set of plans and specifications that can be used as bid and construction documents that will allow the project to be competitively bid and constructed. The plans and specifications shall be in conformance with the City of Minden’s requirements. The tasks performed shall include:

Task 501: Design Utility Relocation Improvements – Olsson shall design the water, sanitary sewer, and storm sewer improvements that are needed for the closure of Gillman Avenue between 3rd Street and 5th Street.

The necessary pavement removals required for the utility relocations will be called out on the plans. Temporary surfacing will be called out to be placed back in the areas of pavement removals.

The segments of the existing utilities that are being abandoned will be capped off and abandoned in place as part of the utility relocation plans. Any removal of the abandoned utilities will be part of the plans for the High School Addition project.

Olsson shall coordinate with DLR Group for any utility connection points to the relocated utilities that are needed for the High School Addition project as well as the building footprint and location of the relocated utilities relative to the new buildings. The timing of the information that is received from DLR Group may impact the completion date of the plans.

Task 502: Prepare Plans and Specifications – Olsson shall prepare plan sheets, details, and technical specifications for the utility relocations. The technical specifications are anticipated to be plan notes.

Task 503: Quality Control Review – Olsson shall perform an in-house quality control review at the 30% and 90% level to evaluate the construction documents and provide review comments. Olsson will also prepare a final opinion of probable cost for the project based upon the information in the plans and technical specifications.

