

**Regular Board of Education Meeting**

Wednesday, October 9, 2024

6:00 PM

High School Computer Lab Room 204

358 North 6th Street

Tecumseh, NE 68450

1. Call to Order and Roll Call
2. Consent Agenda
  - 2.1. Approval of Regular Meeting Minutes
  - 2.2. Approval of the Claims for Payment and Financial Report
3. Public Comment
4. Administrator Reports
  - 4.1. HS Principal Report
  - 4.2. MS Principal Report
  - 4.3. Activities Director Report
5. Superintendent's Report
  - 5.1. High School Winter Concert Date - The High School Winter Concert may be on Wednesday, December 4 due to multiple schedule conflicts.
6. Future Dates
  - 6.1. Superintendent Evaluation - November 6-12 (Superintendent Self Evaluation), November 14 (Board Receives Self Evaluation), November 14-24 (Board Members Complete Evaluations).
  - 6.2. NASB State Education Conference - November 22-24, CHI Health Conference Center in Omaha.
7. Discussions
  - 7.1. Student Council Representatives - Discussion about JCC.
8. Regular Agenda-Business
  - 8.1. Precision Concrete Cutting - Consider, discuss and take any necessary action to have Precision Concrete Cutting cut to level all, or partial, concrete on JCC's campuses.
  - 8.2. Bus Purchase - Consider, discuss and take any necessary action in regard to the purchase of a new route bus.
  - 8.3. Air Conditioning Units - Consider, discuss and take any necessary action in regard to the air conditioning units at the High School and Tecumseh Site Elementary.
  - 8.4. Policy Review - Consider, discuss and take any necessary action in regard to JCC policies 3041, 3042, 4050, 4051, 5035, 5036, 6028 and 6029.
  - 8.5. FSA Plan - Consider, discuss and take any necessary action in regard to approving a resolution to amend and restate the Flexible Spending Account administered by First Concord Benefits Group for JCC staff.
  - 8.6. Teacher Negotiations - Consider, discuss and take any necessary action in regard to the 2025-2026 teacher negotiations.
  - 8.7. Future Building Project - Consider, discuss and take any necessary action in regard to the purchase of land for future building projects.
9. Next Meeting

## 10. Adjournment

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

September 11, 2024  
6:00 pm

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

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

7 Visitors were present

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The Johnson County School District No. 0050 Board of Education met in regular session at 6:00 p.m., Wednesday September 11, 2024 in the high school room 204, Tecumseh, Nebraska. A current copy of the agenda was available for inspection in the office of the Superintendent prior to the meeting. The notice of meeting and agenda was posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. Notice of the meeting was also published in the Tecumseh Chieftain.

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

A motion was made by Bob Hutt and seconded by Arlin Beethe to approve the August, 2024, regular Board of Education Meeting Minutes as presented. Roll call vote: Arlin Beethe-yes, Justin Beethe-yes, Bob Hutt-yes, Gail Hutt-yes, Plager-yes, Wellensiek-yes Carried 6-0.

A motion was made by Gail Hutt and seconded by Plager to approve the September 2024, financial report and General Fund claims for payment in the amount of \$1,067,053.47, and the Building Fund in the amount of \$184,999 as presented. Roll Call vote: Justin Beethe -yes, Bob Hutt-yes, Gail Hutt-yes, Plager-yes, Wellensiek-yes, Arlin Beethe-yes, Carried 6-0

**PUBLIC COMMENT-** None

**PRESENTATION TO THE BOARD**

Mary Kent (Johnson County Hospital Administrator) and Tiffany Clifton (Johnson County Hospital Foundation Director) were present to provide information to the Board of Education regarding a hospital building expansion/improvement project.

Student Council representatives were present to provide information regarding the start of the 2024-2025 school year. Discussion was held.

Superintendent Rother provided information on the following:

- 2024-2025 budget preview
- Estimate from Precision Concrete Cutting
- Student cell phone usage

### **PRINCIPALS' REPORTS**

Principal Lester reported on the following:

- Homecoming- September 13th
- KSB School Law digital citizenship assembly -September 13<sup>th</sup>
- Bus evacuation drills being conducted
- Parent/Teacher conferences October 7<sup>th</sup>, 11:00 a.m. – 7:00 p.m.

Principal Bacon reported on the following:

- KSB School Law digital citizenship assembly -September 13th
- Education Quest Grant
- Middle School FFA program implementation
- MAP Testing

### **ACTIVITIES DIRECTOR REPORT**

- Fall sports participation numbers
- Mudecas Volleyball Sept 16-19
- Homecoming
- Parents night Football/Cross Country-September 27th
- Booster Club will host "Booster Night" – September 27th

### **SUPERINTENDENT REPORT**

Superintendent Rother provided information on the following:

- Merry-Go-Round has been ordered
- 14 passenger bus to be delivered in November
- Homecoming tailgate and bonfire
- ESU 4 Principals Cadre

- NRD Hazard Mitigation Meeting
- NRCSA Region Meeting- October 1<sup>st</sup>

## **FUTURE DATES**

- Johnson County Joint Public Hearing- September 23<sup>rd</sup>, 6:05 p.m., Johnson County Courthouse
- NASB Labor Relations Conference- October 2-3, Lincoln, NE
- NASB State Education Conference- November 20-22, Omaha CHI Center
- Meet the Board Candidates prior to October Board Meeting in HS Cafeteria

## **REGULAR AGENDA BUSINESS**

A motion was made by Plager and second by Arlin Beethe to recognize Mr. Jon H. Rother as representative of Johnson County Central Public Schools. Roll call vote: Bob Hutt-yes, Gail Hutt-yes, Plager-yes, Wellensiek-yes, Arlin Beethe-yes, Justin Beethe-yes. Carried 6-0

The 2024-2025 Budget Hearing will be held September 24, 2024 at 6:00 p.m. The 2024-2025 Hearing to Set the Final Tax Request will be September 24, 2024 at 6:15 p.m. with a Special Board of Education Meeting to follow.

The following policies were reviewed with no revisions needed. **Policy 3039-** Threat Assessment and Response; **Policy 4046-** Internet Searches Regarding Potential Employees; **Policy 4048-** Assessment Administration and Security; **Policy 5033-** Student Driving and Parking; **Policy 5034-** Handbooks; **Policy 6026-** Emergency Dismissal; **Policy-6027-** Field Trips.

A motion was made by Bob Hutt and second by Gail Hutt to recognize the Johnson County Central Education Association (JCCEA) as the 2025-2026 collective bargaining agent for negotiations. Roll call vote: Gail Hutt-yes, Plager-yes, Wellensiek-yes, Arlin Beethe-yes, Justin Beethe-yes, Bob Hutt-yes. Carried 6-0

Discussion was held regarding the 2024-2025 Superintendent Evaluation Tool. The Board of Education will use the NASB Superintendent Evaluation tool.

Mr. Rother led a discussion regarding a Pre-Bond Public Opinion Survey and a future building project for Johnson County Central Public Schools. No action was taken

A motion was made by Plager and second by Justin Beethe to approve an amendment to the ESSER III Grant as presented. Roll call vote: Gail Hutt-yes, Plager-yes, Wellensiek-yes, Arlin Beethe-yes, Justin Beethe-yes, Bob Hutt-yes. Carried 6-0.

A motion was made by Justin Beethe and second by Bob Hutt to approve the Baseball Co-Op with Nebraska City for the 2025 and 2026 NSAA High School Baseball seasons. Plager-yes, Wellensiek-yes, Arlin Beethe-yes, Justin Beethe-yes, Bob Hutt-yes, Gail Hutt-yes. Carried 6-0.

A motion was made by Plager and second by Gail Hutt to adjourn the meeting. Roll call vote: Bob Hutt-yes, Gail Hutt-yes, Plager-yes, Wellensiek-yes, Arlin Beethe-yes, Justin Beethe-absent. Carried 6-0

Meeting adjourned at 7:43 p.m.

The next special meeting will be Tuesday September 24, 2024 and will be held in the high school room 204 in Tecumseh, Nebraska at 6:00 p.m. The next regular Board of Education meeting will be Wednesday October 9, 2024. The notices of meetings will be published in the Tecumseh Chieftain. The agenda will be posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. A current copy of the agenda will be available for inspection in the office of the Superintendent prior to the meeting.

**JOHNSON COUNTY SCHOOL DISTRICT NO 0050  
JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS  
BOARD OF EDUCATION  
SPECIAL PUBLIC HEARING  
2024-2025 Budget Hearing  
September 24, 2024  
6:00 P.M.**

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

Also Present: Jon H. Rother, Superintendent-Elementary Principal; Laurie Badertscher, Recording Secretary;

Two visitors were present

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The Johnson County Central Public Schools District No. 0050 Board of Education met in special session at 6:00 p.m. on Tuesday September 24, 2024 in the High School Room 204, Tecumseh, Nebraska. The purpose of the hearing was to receive testimony pertinent to the proposed 2024-2025 budget as published in the Tecumseh Chieftain. This hearing was also advertised on the Johnson County Schools website, U.S. Post Offices in Cook and Tecumseh, Nebraska and at the School District Buildings.

Kim Wellensiek called the meeting to order at 6:00 p.m. and stated that a copy of the Open Meetings Law was available for review. Roll call was taken, Arlin Beethe-present, Justin Beethe-present, Bob Hutt-present, Gail Hutt-present, Plager-present, Wellensiek-present.

Jon H. Rother, Superintendent reviewed the Johnson County Central Public Schools, District 49-0050 budget for the 2024-2025 fiscal year as advertised in the Tecumseh Chieftain. Discussion was held.

Public Comment: None

President Kim Wellensiek declared the meeting adjourned at 6:06 p.m.

**JOHNSON COUNTY SCHOOL DISTRICT NO. 0050  
JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS  
BOARD OF EDUCATION  
SPECIAL PUBLIC HEARING  
2024-2025 Hearing to Set Final Tax Request  
September 24, 2024  
6:15 P.M.**

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

Also Present: Jon H Rother, Superintendent -Elementary Principal; Laurie Badertscher, Recording Secretary,

Two visitors were present

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The Johnson County School District No. 0050 Board of Education met at 6:15 p.m. Tuesday September 24, 2024, in the High School room 204, Tecumseh, Nebraska. The purpose of the hearing was to receive testimony pertinent to the proposed 2024-2025 property tax request. This meeting was advertised in the Tecumseh Chieftain as well as on the Johnson County Central School website, the U.S Post Offices in Cook and Tecumseh Nebraska, and the District School Buildings.

Kim Wellensiek called the meeting to order at 6:15 p.m. and stated that a copy of the Open Meetings Law was available for review. Roll call was taken. Arlin Beethe-present, Justin Beethe-present, Bob Hutt-present, Gail Hutt- present, Rebecca Plager- present, Kim Wellensiek-present.

Jon H. Rother, Superintendent, presented information to the Board of Education regarding the proposed property tax request for the 2024-2025 school year as advertised to meet the proposed 2024-2025 budget, the following taxes are needed: General Fund Tax rate; 0.800135 to generate \$7,295,134.00 and a Special Building Fund Tax Rate of 0.139995 to generate, \$1,276,391.00 and the QCPUF Fund Tax Rate of .03 to generate, 273,520.00

Public Comment Period-none

President Wellensiek declared the meeting adjourned.

Meeting was adjourned at 6:19 p.m.

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

**Meeting**  
September 24, 2024

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

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

Two visitors were present

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The Johnson County School District No. 0050 Board of Education met at 6:20 p.m., Tuesday, September 24, 2024, in the High School room 204 in Tecumseh, Nebraska. A current copy of the agenda was available for inspection in the office of the Superintendent prior to the meeting. The notice of meeting and agenda was posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. Notice of the meeting was also published in the Tecumseh Chieftain.

President Kim Wellensiek called the meeting to order at 6:20 p.m. and opened the meeting by announcing that the Open Meetings Act rules were posted. Roll call was taken. Arlin Beethe-present, Justin Beethe-present, Bob Hutt-present, Gail Hutt- present, Rebecca Plager- present, KimWellensiek-present.

**REGULAR AGENDA BUSINESS**

Superintendent Rother reviewed information regarding the proposed 2024-2025 Budget and the 2024-2025 proposed Tax Rate.

Public Comment: None

A motion was made by Arlin Beethe and second by Justin Beethe to adopt the Johnson County Central Public Schools' 2024-2025 Budget as advertised in the September 19, 2024 edition of the Tecumseh Chieftain. Roll Call vote: Arlin Beethe-yes, Justin Beethe-yes, Bob Hutt-yes, Gail Hutt-yes, Rebecca Plager-yes, Kim Wellensiek-yes, Carried 6-0.

**RESOLUTION SETTING THE PROPERTY TAX REQUEST**

**RESOLUTION NO. 9-24-24**

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of Johnson County Central passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of Johnson County Central resolves that:

1. The 2024-2025 property tax request be set at:

General Fund: \$7,295,134.00

Bond Fund: \$ -

Special Building Fund: \$1,276,391.00

Qualified Capital Purpose Undertaking Fund: \$273,520.00

2. The total assessed value of property differs from last year's total assessed value by 13.35 percent.
  3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.893762 per \$100 of assessed value.
  4. Johnson County Central proposes to adopt a property tax request that will cause its tax rate to be .97013 per \$100 of assessed value.
  5. Based on the proposed property tax request and changes in other revenue, the total operating budget of Johnson County Central will increase last year's budget by 9.2 percent.
  6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2024
- Motion by Bob Hutt, seconded by Gail Hutt to adopt Resolution #9-24-24.

Voting yes were:

Justin Beethe

Bob Hutt

Gail Hutt

Rebecca Plager

Kim Wellensiek

Arlin Beethe

Voting no were:

Dated this 24th day of September, 2024

A motion was made by Rebecca Plager and second by Bob Hutt to adjourn the meeting. Roll call vote: Bob Hutt-yes, Gail Hutt-yes, Rebecca Plager-yes, Kim Wellensiek-yes, Arlin Beethe-yes, Justin Beethe-yes. Carried 6-0

Meeting adjourned at 6:33 p.m.

The next Regular Board of Education Meeting will be held October 9, 2024, in the High School room 204 in Tecumseh, Nebraska at 6:00 p.m. The notices of meetings will be published in the Tecumseh Chieftain. The agenda will be posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. A current copy of the agenda will be available for inspection in the office of the Superintendent prior to the meeting.



**JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS**  
**STATEMENT OF ACCOUNTS**  
**2024-2025**

**GENERAL FUND**

**American National Bank**

**Account # 1055931**

<b>Month</b>	<b>Beginning Bal .</b>	<b>Expenditures</b>	<b>Receipts</b>	<b>Interest</b>	<b>Ending Balance</b>
April-23	702,284.29	752,507.48	725,139.60	0.00	674,916.41
May-23	674,916.41	744,465.39	2,139,950.64	0.00	2,070,401.66
June-23	2,070,401.66	924,034.21	406,371.82	0.00	1,552,739.27
July-23	1,552,739.27	679,422.43	99,238.12	0.00	972,554.96
August-23	972,548.96	760,812.46	355,427.15	0.00	567,163.65
September-23	567,163.65	1,500,135.77	1,732,254.07	0.00	799,281.95
October-23	799,281.95	812,973.20	318,774.75	0.00	305,083.50
November-23	305,083.50	810,296.73	701,379.02	0.00	196,165.79
December-23	196,165.79	785,112.77	1,298,573.17	0.00	709,626.19
January-24	709,626.19	789,695.57	1,464,732.07	0.00	1,384,662.69
February-24	1,384,662.69	713,808.74	823,180.74	0.00	1,494,034.69
March-24	1,494,034.69	804,269.81	416,555.07	0.00	1,106,319.95
April-24	1,106,319.95	792,575.35	788,096.12	0.00	1,101,840.72
May-24	1,101,840.72	801,910.23	2,196,239.17	0.00	2,496,169.66
June-24	2,496,169.66	855,297.08	535,280.14	0.00	2,176,152.72
July-24	2,176,152.72	1,013,141.60	142,488.45	0.00	1,305,499.57
August-24	1,305,499.57	956,295.70	314,198.32	0.00	663,402.19
September-24	663,402.19	1,162,741.61	1,680,963.85	0.00	1,181,624.43

**IMPREST ACCOUNT**

**American National Bank**

**Account #4084077**

<b>Month</b>	<b>Beginning Bal .</b>	<b>Expenditures</b>	<b>Receipts</b>	<b>Interest</b>	<b>Ending Balance</b>
April-23	3,653.68	768.66	941.28	0.00	3,826.30
May-23	3,826.30	1193.1	769.66	0.00	3,402.86
June-23	3,402.86	520.82	0.00	0.00	2,882.04
July-23	2,882.04	1168	2,939.10	0.00	4,653.14
August-23	4,653.14	950.01	764.51	0.00	4,467.64
September-23	4,467.64	746.51	953.50	0.00	4,674.63
October-23	4,674.63	195.94	560.45	0.00	5,039.14
November-23	5,039.14	512.35	0.00	0.00	4,526.79
December-23	4,526.79	461.14	0.00	0.00	4,065.65
January-24	4,065.65	165.68	0.00	0.00	3,899.97
February-24	3,899.97	784.52	1,533.99	0.00	4,649.44
March-24	4,649.44	362.82	784.52	0.00	5,071.14
April-24	5,071.14	620.82	0.00	0.00	4,450.32
May-24	4,450.32	567.03	100.00	0.00	3,983.29
June-24	3,983.29	265.00	0.00	0.00	3,718.29
July-24	3,718.29	495.19	0.00	0.00	3,223.10
August-24	3,223.10	1959.98	2,458.04	0.00	3,721.16
September-24	3,721.16	148.86	0.00	0.00	3,572.30

**BUILDING FUND**

**American National Bank**

**Account MM #50000119**

<b>Month</b>	<b>Beginning Bal .</b>	<b>Expenditures</b>	<b>Receipts</b>	<b>Interest</b>	<b>Ending Balance</b>
April-23	1,038,909.49	0.00	57,396.39	819.83	1,097,125.71
May-23	1,097,125.71	0.00	185,165.44	1035.73	1,283,326.88
June-23	1,283,326.88	0.00	23,680.45	1131.56	1,308,138.89
July-23	1,308,138.89	0.00	5,822.13	1441.47	1,315,402.49
August-23	1,315,402.49	10,204.21	19,320.94	2643.50	1,327,162.72
September-23	1,327,162.72	72,795.00	148,711.51	3551.47	1,406,630.70
October-23	1,406,630.70	35,173.78	13,621.47	3445.32	1,388,523.71
November-23	1,388,523.71	214,549.58	3,903.90	3112.88	1,180,990.91
December-23	1,180,990.91	7,775.02	54,657.73	3057.01	1,230,930.63
January-24	1,230,930.63	0.00	171,421.47	4323.79	1,406,675.89
February-24	1,406,675.89	13,338.00	82,945.75	5350.84	1,481,634.48
March-24	1,481,634.48	2,954.50	24,040.62	5939.23	1,508,659.83
April-24	1,508,659.83	16,000.00	90,298.44	5935.81	1,588,894.08
May-23	1,588,894.08	0.00	316,842.14	7679.99	1,913,416.21
June-24	1,913,416.21	145,295.00	38,261.03	6879.85	1,813,262.09
July-24	1,813,262.09	46,973.46	216,523.50	7476.58	1,990,288.71
August-24	1,990,288.71	71,006.54	157,073.59	8416.22	2,084,771.98
September-24	2,084,771.98	184,999.00	247,188.83	7412.47	2,154,374.28

**BOND FUND**

**American National Bank**

**Account MM #3188887**

<b>Month</b>	<b>Beginning Bal .</b>	<b>Expenditures</b>	<b>Receipts</b>	<b>Interest</b>	<b>Ending Balance</b>
April-23	16,931.72	0.00	0.00	2.99	16,934.71
May-23	16,934.71	0.00	0.00	3.30	16,938.01
June-23	16,938.01	0.00	0.00	3.42	16,941.43
July-23	16,941.43	0.00	0.00	3.09	16,944.52
August-23	16,944.52	0.00	0.00	3.30	16,947.82
September-23	16,947.82	0.00	0.00	3.31	16,951.13
October-23	16,951.13	0.00	0.00	3.20	16,954.33
November-23	16,954.33	0.00	0.00	3.20	16,957.53
December-23	16,957.53	0.00	0.00	3.31	16,960.84
January-24	16,960.84	0.00	0.00	3.31	16,964.15
February-24	16,964.15	0.00	0.00	3.10	16,967.25
March-24	16,967.25	0.00	0.00	3.31	16,970.56
April-24	16,970.56	0.00	0.00	47.85	17,018.41
May-24	17,018.41	0.00	0.00	74.49	17,092.90
June-24	17,092.90	0.00	0.00	63.48	17,156.38
July-24	17,156.38	0.00	0.00	70.54	17,226.92
August-24	17,226.72	0.00	0.00	75.60	17,302.32
September-24	17,302.32	0.00	0.00	61.81	17,364.13

**QUAL CAP PURP**

**American National Bank**

**Savings Account #7005153**

<b>Month</b>	<b>Beginning Bal .</b>	<b>Expenditures</b>	<b>Receipts</b>	<b>Interest</b>	<b>Ending Balance</b>
April-23	10,762.94	0.00	0.00	0.41	10,763.35
May-23	10,763.35	0.00	0.00	0.46	10,763.81
June-23	10,763.81	0.00	0.00	0.47	10,764.28
July-23	10,764.28	0.00	0.00	0.43	10,764.71
August-23	10,764.71	0.00	0.00	0.46	10,765.17
Septmeber-23	10,765.17	0.00	0.00	0.45	10,765.62
October-23	10,765.62	0.00	0.00	0.45	10,766.07
November-23	10,766.07	0.00	0.00	0.44	10,766.51
December-23	10,766.51	0.00	10,762.54	0.63	21,529.68
January-24	21,529.68	0.00	36,763.52	1.77	58,294.97
February-24	58,294.97	0.00	17,016.92	2.66	75,314.55
March-24	75,314.55	0.00	4,885.41	3.32	80,203.28
April-24	80,203.28	0.00	19,749.36	259.46	100,212.10
May-24	100,212.10	0.00	69,580.36	655.99	170,448.45
June-24	170,448.45	300.00	8,406.54	653.12	179,208.11
July-24	179,208.11	745.26	1,511.41	738.50	180,712.76
August-24	180,712.76	10,800.00	6,705.74	784.84	177,403.34
Septmber-24	177,403.34	0.00	54,372.46	753.94	232,529.74

**DEPRECIATION FUND**

**American National Bank  
Account MM #50000107**

<b>Month</b>	<b>Beginning Bal .</b>	<b>Expenditures</b>	<b>Receipts</b>	<b>Interest</b>	<b>Ending Balance</b>
April-23	4,446.29	0.00	0	0.78	4,447.07
May-23	4,447.07	0.00	0	0.87	4,447.94
June-23	4,447.94	0.00	0	0.90	4,448.84
July-23	4448.84	0.00	0	0.81	4449.65
August-23	4449.65	0.00	0	0.87	4450.52
September-23	4450.52	0	0	0.87	4451.39
October-23	4451.39	0	0	0.84	4452.23
November-23	4452.23	0	0	0.84	4453.07
December-23	4453.07	0	0	0.87	4453.94
January-24	4453.94	0	0	0.87	4454.81
February-24	4454.81	0	0	0.81	4455.62
March-24	4455.62	0	0	0.87	4456.49
April-24	4456.49	0	0	12.57	4469.06
May-24	4469.06	0	0	19.56	4488.62
June-24	4488.62	0	0	16.67	4505.29
July-24	4505.29	0	0	18.52	4523.81
August-24	4523.81	0	0	19.8	4543.61
September-24	4543.61	0	0	16.23	4559.84

**EMPLOYEE BENEFIT FUND**

**Savings Account #70005160**

<b>Month</b>	<b>Beginning Bal .</b>	<b>Expenditures</b>	<b>Receipts</b>	<b>Interest</b>	<b>Ending Balance</b>
April-23	497.94	0	0	0.02	497.96
May-23	497.96	0	0	0.02	497.98
June-23	497.98	0	0	0.03	498.01
July-23	498.01	0	0	0.02	498.03
August-23	498.03	0	0	0.02	498.05
Septmeber-23	498.05	0	0	0.02	498.07
October-23	498.07	0	0	0.02	498.09
November-23	498.09	0	0	0.02	498.11
December-23	498.11	0	0	0.02	498.13
January-24	498.13	0	0	0.02	498.15
Februrary-24	498.15	0	0	0.02	498.17
March-24	498.17	0	0	0.02	498.19
April-24	498.19	0	0	1.38	499.57
May-24	499.57	0	0	2.19	501.76
June-24	501.76	0	0	1.86	503.62
July-24	503.62	0	0	2.07	505.69
August-24	505.69	0	0	2.22	507.91
September-24	507.91	0	0	1.81	509.72

**CONTINGENCY FUND**  
**American National Bank**  
**Savings Account #7005174**

<b>Month</b>	<b>Beginning Bal .</b>	<b>Expenditures</b>	<b>Receipts</b>	<b>Interest</b>	<b>Ending Balance</b>
April-23	2779.69	0	2.53	0.11	2,782.33
May-23	2782.33	0	3.45	0.12	2,785.90
June-23	2785.9	0	3.56	0.12	2,789.58
July-23	2789.58	0	3.45	0.11	2,793.14
August-23	2793.14	0	3.56	0.12	2,796.82
September-23	2796.82	0	3.56	0.12	2,800.50
October-23	2800.5	0	3.45	0.11	2,804.06
November-23	2804.06	0	3.56	0.12	2,807.74
December-23	2807.74	0	3.45	0.12	2,811.31
January-24	2811.31	0	3.56	0.12	2,814.99
February-24	2814.99	0	3.56	0.11	2,818.66
March-24	2818.66	0	4.36	0.12	2,823.14
April-24	2823.14	0	2.53	7.83	2,833.50
May-24	2833.5	0	68.38	12.59	2,914.47
June-24	2914.47	0	0	10.82	2,925.29
July-24	2925.29	0	80.21	12.14	3,017.64
August	3017.64	0	81.52	13.28	3,112.44
September-24	3112.44	0	0	11.12	3,123.56

CD #001120027210      FB 12,000(3/10/2025)

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
A STREET AUTO PARTS	598256	10621	379.94
01 2730 610 000	TRANS FILTER/FLUID/OIL BUS 9		116.29
01 2730 610 000	OIL FILTER/ OIL (b)		263.65
Total A STREET AUTO PARTS			379.94
ALL MAKES	240711	10622	928.08
01 1100 733 001	HS TEACHER CHAIRS X 3		928.08
Total ALL MAKES			928.08
Andre Rautenbach	100100424	10623	1,280.00
01 2630 420 001	01 2630 420 001		640.00
01 2630 420 002	01 2630 420 002		640.00
Total Andre Rautenbach			1,280.00
B&H PHOTO-VIDEO	227621523	10624	491.94
01 1100 610 001	PHOTO PAPER		122.98
01 1100 610 002	PHOTO PAPER		122.98
01 1100 610 003	PHOTO PAPER		122.99
01 1100 610 004	PHOTO PAPER		122.99
Total B&H PHOTO-VIDEO			491.94
BEYOND SPEECH SERVICES, LLC	12	10625	15,613.55
01 2151 340 003	ELEM TEC. SPEECH SERV		7,659.73
01 2151 340 004	ELEM COOK SPEECH SERV		5,461.05
01 2151 340 002	MS SPEECH SERV		1,763.64
01 2151 340 001	HS SPEECH SERV		729.13
Total BEYOND SPEECH SERVICES, LLC			15,613.55
BRENDA R. GLUNZ	102024	10626	6,476.63
01 2141 340 003	PREK MENTAL HEALTH SERVICES		550.63
01 2141 340 003	ELEM TEC MENTAL HEALTH SERVICES		3,329.88
01 2141 340 004	ELEM COOK MENTAL HEALTH SERVICES		1,048.91
01 2141 340 002	MS MENTAL HEALTH SERVICES		78.48
01 2141 340 001	HS MENTAL HEALTH SERVICES		1,468.73
BRENDA R. GLUNZ	OCT 2024 PSYCH	10626	9,570.53
01 6408 340 003	PREK PSYCH SERV		412.25
01 2141 340 001	HS PSYCH SERV		5,484.86
01 2141 340 002	MS PSYCH SERV		1,949.25
01 2141 340 003	ELEM TEC PSYCH SERV		824.50
01 2141 340 004	ELEM COOK PSYCH SERV		851.17
01 6412 340 003	HOMESCHOOL PSYCH SERV		48.50
Total BRENDA R. GLUNZ			16,047.16
BRINKMAN BROTHERS INC	6029894	10627	1,879.09
01 2730 431 000	21AVAN SERVICED		73.78
01 2730 431 000	21 B VAN SERVICED		73.78
01 2730 431 000	#13 VAN ROTOR, WHEEL BEARINGS,		466.66
01 2730 431 000	SUBURBAN REPLACED RUNNING BOARD		1,264.87
Total BRINKMAN BROTHERS INC			1,879.09
Charter Communications	OCT 2024	10628	35.48

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 2223 530 000	CABLE SERVICES		35.48
Total Charter Communications			35.48
CITY OF TECUMSEH-UTILITIES	OCT 2024	10629	3,687.82
01 2610 410 001	WT/SW HS		268.18
01 2610 621 001	ELEC HS		1,575.73
01 2610 410 003	WT/SW ELEM TEC		268.19
01 2610 621 003	ELEC ELEM TEC		1,575.72
Total CITY OF TECUMSEH-UTILITIES			3,687.82
CONTINENTAL FIRE SPRINKLER CO.	311585	10630	442.00
01 2670 431 002	ANNUAL INSPECTION FIRE ALARM/ BACKFLOW		221.00
01 2670 431 004	ANNUAL INSPECTION FIRE ALARM/ BACKFLOW		221.00
Total CONTINENTAL FIRE SPRINKLER CO.			442.00
Cornhuser International Trucks	3402828	10631	280.96
01 2730 610 000	BUS #20 CABLE		280.96
Total Cornhuser International Trucks			280.96
CRISIS PREVENTION INSTITUTE	NAIN- 103021/102988	10632	400.00
01 6998 810 000	CPI ANNUAL MEMBERSHIP FEE MB		200.00
01 6998 810 000	CPI ANNUAL MEMBERSHIP FEE RG		200.00
Total CRISIS PREVENTION INSTITUTE			400.00
CULLIGAN OF PERCIVAL	21620/21509/2151 0	10633	586.43
01 2610 610 001	HS SOFTNER SALT		102.13
01 2610 610 002	MS SOFTNER SALT		82.70
01 2610 610 003	ELEM TEC SOFTNER SALT		102.12
01 2610 610 004	ELEM COOK SOFTNER SALT		82.70
01 2610 440 001	WATER SOFTNER RENTAL		108.39
01 2610 440 003	WATER SOFTNER RENTAL		108.39
Total CULLIGAN OF PERCIVAL			586.43
DAS State Accounting -Central Finance	1447021/1436592	10634	560.50
01 2230 382 001	INTERNET / DL SERVICES		140.13
01 2230 382 002	INTERNET / DL SERVICES		140.13
01 2230 382 003	INTERNET / DL SERVICES		140.12
01 2230 382 004	INTERNET / DL SERVICES		140.12
Total DAS State Accounting -Central Finance			560.50
DECKER EQUIP	588682A	10635	6,334.74
01 2620 610 001	ENTRY RUGS		1,583.69
01 2620 610 002	ENTRY RUGS		1,583.69
01 2620 610 003	ENTRY RUGS		1,583.68
01 2620 610 004	ENTRY RUGS		1,583.68
Total DECKER EQUIP			6,334.74
EBSCO	1745131	10636	512.74
01 2220 640 001	MAGAZINES FOR LIBRARY		128.18
01 2220 640 002	MAGAZINES FOR LIBRARY		128.19

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 2220 640 003	MAGAZINES FOR LIBRARY		128.19
01 2220 640 004	MAGAZINES FOR LIBRARY		128.18
Total EBSCO			<u>512.74</u>

ESU #4	10909	10637	90.00
01 2213 330 003	EDUCLIMBER MP		30.00
01 2213 330 002	EDUCLIMBER MB		10.00
01 2213 330 003	EDUCLIMBER MB		10.00
01 2213 330 004	EDUCLIMBER MB		10.00
01 2213 330 001	TCADRE TECH MS		7.50
01 2213 330 002	TCADRE TECH MS		7.50
01 2213 330 003	TCADRE TECH MS		7.50
01 2213 330 004	TCADRE TECH MS		7.50

ESU #4	SEPT 2024	10637	22,233.83
01 6408 591 004	0-2 SPED ED DIR		173.40
01 6408 591 003	3-5 SPED ED DIR		173.40
01 6408 591 004	0-2 AUDIOLOGY		77.50
01 6408 591 003	3-5 AUDIOLOGY		77.50
01 6408 591 004	0-2 SPEECH THERAPY		1,125.23
01 6408 591 003	3-5 SPEECH THERAPY		1,125.22
01 6408 591 004	0-2 EARLY CHILDHOOD		267.00
01 6408 591 004	0-2 EC CONSULT		293.78
01 6408 591 003	3-5 EC CONSULT		293.78
01 1200 591 001	HS SPED ED DIR		780.30
01 1200 591 002	MS SPED ED DIR		780.30
01 1200 591 003	ELEM TEC SPED ED DIR		780.30
01 1200 591 004	ELEM COOK SPED ED DIR		780.30
01 2151 591 001	HS AUDIOLOGY		348.75
01 2151 591 002	MS AUDIOLOGY		348.75
01 2151 591 003	ELEM TEC AUDIOLOGY		348.75
01 2151 591 004	ELEM COOK AUDIOLOGY		348.75
01 2151 591 001	HS DEAF ED		183.00
01 2151 591 002	MS DEAF ED		183.00
01 2151 591 003	ELEM TEC DEAF ED		183.00
01 2151 591 004	ELEM COOK DEAF ED		183.00
01 1200 591 001	LEARNING CENTER		13,378.82
Total ESU #4			<u>22,323.83</u>

ESU 6	09012024	10638	128.58
01 2230 591 001	TECH HOSTED SERV.		32.14
01 2230 591 002	TECH HOSTED SERV		32.14
01 2230 591 003	TECH HOSTED SERV		32.15
01 2230 591 004	TECH HOSTED SERV		32.15
ESU 6	ELCWSKSHOP	10638	90.00
01 3599 330 003	PREK WKSH X 6/SUTQ GRANT FUNDS		90.00
Total ESU 6			<u>218.58</u>

ESU 6	2421264	10639	90.00
01 3599 330 003	EARLY CHILDHOOD WK SHOP TD		15.00
01 3599 330 003	EARLY CHILDHOOD WKSHOP , LO,CP,KG,AB,VS		75.00
Total ESU 6			<u>90.00</u>

ESU 9	23-1077	10640	50.00
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Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 2211 330 001	SCHOOL IMPROVMENT WKSHOP 6.25.2024 JR,MB		12.50
01 2211 330 002	SCHOOL IMPROVMENT WKSHOP 6.25.2024 JR,MB		12.50
01 2211 330 003	SCHOOL IMPROVMENT WKSHOP 6.25.2024 JR,MB		12.50
01 2211 330 004	SCHOOL IMPROVMENT WKSHOP 6.25.2024 JR,MB		12.50
Total ESU 9			<u>50.00</u>
ESU COORDINATING COUNCIL	PS00000327	10641	7,445.00
01 2230 591 001	POWERSCHOOL MEMBERSHIP/ REPORTS ANNUAL		1,861.25
01 2230 591 002	POWERSCHOOL MEMBERSHIP/ REPORTS ANNUAL		1,861.25
01 2230 591 003	POWERSCHOOL MEMBERSHIP/ REPORTS ANNUAL		1,861.25
01 2230 591 004	POWERSCHOOL MEMBERSHIP/ REPORTS ANNUAL		1,861.25
Total ESU COORDINATING COUNCIL			<u>7,445.00</u>
FIRST CONCORD GROUP	OCT 2024	10642	102.00
01 2510 340 000	125 PLAN FEES		102.00
Total FIRST CONCORD GROUP			<u>102.00</u>
FOLLETT CONTENT SOLUTIONS, LLC	426309F	10643	293.42
01 2220 640 003	ELEM. TEC. LIBRARY BOOKS		293.42
Total FOLLETT CONTENT SOLUTIONS, LLC			<u>293.42</u>
GARTNER TRANSPORT INC.	10454	10644	300.00
01 2730 431 000	BUS #20 REPLACE BREAK CABLES		300.00
Total GARTNER TRANSPORT INC.			<u>300.00</u>
GRAINGER	9265535014	10645	5,918.88
01 2620 610 001	WIPES, TISSUES, TRAPS, FIRE ALARM		288.47
01 2620 610 002	SOAP, OUTLET COVERS		256.22
01 2620 610 003	HAND SOAP PPTOWELS		795.52
01 2620 610 004	SOAP, OUTLET COVERS,		256.22
01 2620 610 003	WIPES, TISSUES, TRAPS, FIRE ALARM		288.47
01 2620 610 003	BROOM, DUST PAN , STAINLESS STEEL CLNR		108.57
01 2620 610 001	TOILET PAPER, PAPER TOWELS, SOAP		415.44
01 2620 610 003	TOILET PAPER, PAPER TOWELS, SOAP		415.44
01 2620 610 001	CLEANER, TOILET PAPER		374.28
01 2620 610 001	EXIT SIGN BATT.TOILET RIM HANGERS,COIL C		149.00
01 2620 610 002	EXIT SIGN BATT.TOILET RIM HANGERS,COIL C		149.00
01 2620 610 003	EXIT SIGN BATT.TOILET RIM HANGERS,COIL C		149.00
01 2620 610 004	EXIT SIGN BATT.TOILET RIM HANGERS,COIL C		149.00
01 2620 610 001	CLOCKS, PAINT BRUSES, BALLASTS, ROLLERS		235.96
01 2620 610 002	CLOCKS, PAINT BRUSES, BALLASTS, ROLLERS		235.96
01 2620 610 003	CLOCKS, PAINT BRUSES, BALLASTS,		235.96

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 2620 610 004	ROLLERS CLOCKS, PAINT BRUSES, BALLASTS, ROLLERS		235.96
01 2620 610 003	DRINKING FOUNTAIN W BOTTLE FILLER		1,180.41
Total GRAINGER			5,918.88
HAUG COMMUNICATIONS INC	CH-MO-0294-701	10646	325.70
01 2710 890 000	BUS RADIO TOWER RENTAL		325.70
Total HAUG COMMUNICATIONS INC			325.70
HD SUPPLY	822959706	10647	327.72
01 1100 610 003	16 -CHANNEL RADIO FOR PLAYGROUND USE		327.72
HD SUPPLY	825743685	10647	284.06
01 1100 610 003	BLINDS/ 1ST GRADE RF		142.03
01 1190 610 003	BLINDS/ PREK		142.03
HD SUPPLY	827439837	10647	38.63
01 2620 610 004	MINI BLINDS ELEM COOK		38.63
Total HD SUPPLY			650.41
HOMETOWN LEASING	27	10648	2,043.19
01 1100 550 001	COPIER		510.79
01 1100 550 002	COPIER		510.80
01 1100 550 003	COPIER		510.80
01 1100 550 004	COPIER		510.80
Total HOMETOWN LEASING			2,043.19
IMPREST ACCT	3841	10649	148.86
01 2620 610 001	PLASTIC FOR HS GYM		148.86
Total IMPREST ACCT			148.86
INNOVATIVE OFFICE SOLUTIONS, LLC	in4582796/458332 2	10650	1,150.45
01 1100 610 001	HS FOLDERS, PENS		173.68
01 1100 610 003	ELEM TEC/ FOLDERS, PENS		173.68
01 2410 610 001	ENVELOPES, RUBBERBANDS		136.72
01 2410 610 003	ENVELOPES, RUBBERBANDS		136.72
01 1100 610 004	ELEM COOK FOLDERS/ TAG BOARD, CALENDARS,		264.82
01 1100 610 002	MS FOLDERS/ TAG BOARD, CALENDARS		264.83
Total INNOVATIVE OFFICE SOLUTIONS, LLC			1,150.45
J.W. PEPPER & SON INC.	366739305/40618	10651	150.74
01 1100 610 001	HS VOCAL MUSIC / ECNC HONOR CHOIR		51.74
01 1100 610 001	HS VOCAL MUSIC / ECNC HONOR CHOIR		99.00
Total J.W. PEPPER & SON INC.			150.74
JOHNSON COUNTY HOSPITAL	AUG 2024	10652	2,207.80
01 6408 340 004	0-2 PT SERVICES		168.22
01 6408 340 003	3-5 OT SERVICES		520.02
01 2171 340 003	ELEM TEC PT SERVICES		180.63

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 2171 340 001	HS PT SERVICES		93.15
01 2161 340 003	ELEM TEC OT SERVICES		473.85
01 2161 340 001	HS OT SERVICES		337.77
01 2161 340 004	ELEM COOK OT SERVICES		331.29
01 2161 340 002	MS OT SERVICES		102.87
Total JOHNSON COUNTY HOSPITAL			2,207.80
JOHNSON COUNTY ROAD DEPT.	092024	10653	5,017.52
01 2710 626 000	BUS GAS 787.94 @ 2.949		2,323.64
01 2710 626 000	BUS DIESEL @ 3.249		2,529.88
01 2710 626 000	BUS FUEL CARDS		48.00
01 2710 626 000	PUMP NOZZLE REPAIR		116.00
Total JOHNSON COUNTY ROAD DEPT.			5,017.52
KANSAS CITY AUDIO-VISUAL, INC	44901	10654	5,163.83
01 1100 734 001	MIMIO BOARD HS SOCIAL SCIENCE		2,581.91
01 1100 734 001	MIMIO BOARD HS BUSINESS ROOM		2,581.92
Total KANSAS CITY AUDIO-VISUAL, INC			5,163.83
KERNER ACE HARDWARE	SEPT 2024	10655	472.19
01 2620 610 000	COUPLE		1.59
01 2620 610 000	FLOOR SCREWS, NO PRK SIGNS		16.38
01 2620 610 000	PLUMBING SUPPLIES		28.57
01 2620 610 000	HARDWARE MISC		2.50
01 2620 610 000	TOILET SEAT, CITRONELLA , TIKI TORCHES		122.91
01 2620 610 000	BLADE		19.98
01 2620 610 000	HARDWARE MISC. 1X4		51.83
01 2620 610 000	UTILITY KNIFE		51.98
01 2620 610 000	SHOWER CURTAIN /LOCK		24.97
01 2620 610 000	HARDWARE MISC		11.49
01 2620 610 000	VACUUM		139.99
Total KERNER ACE HARDWARE			472.19
KSB School Law, PC LLO	17266	10656	4,182.22
01 2330 317 000	LEGAL SERVICES		104.50
01 6998 340 001	DIGITAL CITIZENSHIP PRESENTAION MH GRANT		4,077.72
Total KSB School Law, PC LLO			4,182.22
LANGUAGE LINE SERVICES-LLC	11409389	10657	11.21
01 1100 340 001	INTERPRETING SERVICES		11.21
Total LANGUAGE LINE SERVICES-LLC			11.21
Lester, Richard	10012024	10658	150.00
01 2560 382 000	CELL PHONE STIPEND REL		150.00
Total Lester, Richard			150.00
Leuenberger, Heather	092024	10659	744.08
01 2712 332 000	MLG REIMB FROM HOH-LINCOLN		744.08
Total Leuenberger, Heather			744.08
LIFEGUARD MD, INC	17716	10660	2,300.00

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 2130 610 001	DEFIBRILLATOR AND AED SUPPLIES		575.00
01 2130 610 002	DEFIBRILLATOR AND AED SUPPLIES		575.00
01 2130 610 003	DEFIBRILLATOR AND AED SUPPLIES		575.00
01 2130 610 004	DEFIBRILLATOR AND AED SUPPLIES		575.00
Total LIFEGUARD MD, INC			2,300.00
Mark Wusk	816	10661	255.80
01 2620 431 001	HS BBHOOP MOTOR SWITCH		91.50
01 2620 431 002	MS CHILLER VOLTAGE CHECK		35.50
01 2620 431 004	ELEM COOK CHILLER VOLTAGE CHECK		35.50
01 2620 431 000	FOOTBALL FIELD FUSE CHECK		93.30
Total Mark Wusk			255.80
MASTERCARD	OCT 2024	10662	5,165.44
01 1100 340 001	CPR CERT X 20		20.00
01 1100 340 001	CPR CERT X 20		30.00
01 1100 340 001	CPR CERT X 20		5.00
01 1100 340 001	CPR CERT X 20		25.00
01 2620 610 000	PLASTIC FOR GYM		46.09
01 2620 610 000	PATIO TABLE UMBRELLAX5		232.70
01 1100 610 003	LABEL MAKER REFILLS		47.88
01 1200 610 001	DOG SEAT COVER/SERV. DOG SPED		20.00
01 9000 890 000	RECOVERY SYS MESSAGE ATH DEPT		1,449.00
01 9000 890 000	NAT ASSOC MUSIC ED REIMB / MUSIC FUNDRAI		142.00
01 9000 890 000	NAT. ASSOC MUSIC ED CONF REG. REIMB. MUS		105.00
01 1200 610 001	ASSESSMENT FORMS OT		313.16
01 2560 382 000	PHONES X 20		2,859.00
01 1100 610 001	TITLE I FAMILY NIGHT FOOD SUPPLIES		128.74
01 2130 610 000	LICE COMB		8.10
01 9000 890 000	LIBRARY BKS/ DG FUND REIB		30.24
01 2130 610 000	LICE VACUUM		71.49
01 9000 890 000	LIBRARY BKS/ DG FUND REIMB		214.83
01 1100 610 002	FISH TANK FILTERS MS SCIENCE		12.68
01 9000 890 000	LIBRARY BOOKS/ DG FUND REIMB		382.66
01 1100 643 004	GENERATION GENIUS SCI/MATH 5TH GRADE		299.00
01 2130 610 000	RETURNED LICE VACUUM		(39.99)
01 9000 890 000	RETURNED RECOV MESSAGE/ATH. DEPT		(1,449.00)
01 9000 890 000	STIV SOFTWARE ENVATO		211.86
Total MASTERCARD			5,165.44
MATHESON TRI-GAS INC DBA	0030309971	10663	383.37
01 1100 610 001	HS WELDING GLOVESX 8		134.65
01 1100 610 001	HS WELDING COATES X 8		184.85
01 1100 610 001	DELIVERY CHG		63.87
MATHESON TRI-GAS INC DBA	52403597	10663	113.59
01 1100 610 001	HS WELDING SUPPLIES		113.59
Total MATHESON TRI-GAS INC DBA			496.96
MY CENTRAL SUPPLY	004721/3877-01	10664	310.28
01 1100 610 002	MASKING TAPE MS		142.50

**Board Report - Detail after checks are printed**

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 1100 610 004	MASKING TAPE EL COOK		142.50
01 1100 610 003	FOLDERS ELEM TEC		25.28
Total MY CENTRAL SUPPLY			310.28
NASB	51668	10665	2,720.00
01 2310 580 000	STATE ED. CONF. X 6 BOE MEMBERS		1,950.00
01 2310 580 000	STATE ED CONF MEAL X 6 BOE MEMBERS		90.00
01 2320 580 000	STATE ED CONF JR, LB X2		650.00
01 2320 580 000	STATE ED CONF MEAL JR, LB X 2		30.00
Total NASB			2,720.00
NCS PEARSON	25807490.	10666	66.25
01 1200 610 001	SPEECH (SLP) RECORD FORMS		16.56
01 1200 610 002	SPEECH (SLP) RECORD FORMS		16.56
01 1200 610 003	SPEECH (SLP) RECORD FORMS		16.56
01 1200 610 004	SPEECH (SLP) RECORD FORMS		16.57
Total NCS PEARSON			66.25
NCSA	84110	10667	80.00
01 2320 580 000	LABOR RELATIONS CONF		80.00
Total NCSA			80.00
NE SAFETY CENTER	57-13271	10668	270.00
01 2710 330 000	ELDT CLASS B PASSENGER ENDORSEMENT KK		270.00
NE SAFETY CENTER	57-13337	10668	250.00
01 2710 330 000	NE SAFETY CENTER PUPIL TRANS. INSERVICE		250.00
Total NE SAFETY CENTER			520.00
NEBR CENTER FOR EDUC VIS IMP	0-2188	10669	492.20
01 6408 340 003	3-5 VIS. IMP. SERVICES		492.20
Total NEBR CENTER FOR EDUC VIS IMP			492.20
OMAHA PUBLIC POWER DIST	OCT 2024	10670	7,223.48
01 2610 621 002	ELEC COOK SITE MS		3,611.74
01 2610 621 004	ELEC COOK SITE ELEM COOK		3,611.74
Total OMAHA PUBLIC POWER DIST			7,223.48
ONE SOURCE	2022163794	10671	88.00
01 2570 340 000	BACKGROUND CK X 3		88.00
Total ONE SOURCE			88.00
PANKO REPAIR	16878	10672	714.19
01 2730 431 000	REPAIR AC		714.19
Total PANKO REPAIR			714.19
PHYSICS CLASSROOM LLC, THE	7310	10673	90.00
01 1100 643 001	THE PHYSICS CLASSROOM SEATS ONLINE SUB		90.00
Total PHYSICS CLASSROOM LLC, THE			90.00

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
RASMUSSEN MECH. SERV., INC. 01 2610 340 004	SRV115206 ELEM RM 204 AND 206 COILS THAWED / FILTE	10674	486.00 486.00
RASMUSSEN MECH. SERV., INC. 01 2610 340 001	SRV115211 HS RM 302 COMPRESSOR WORK	10674	475.49 475.49
RASMUSSEN MECH. SERV., INC. 01 2610 340 002 01 2610 340 004 01 2610 340 001 01 2610 340 002 01 2610 340 004 01 2610 340 003	SRV115569 HVAC BLOWER MOTOR MS HVAC BLOWER MOTOR ELEM COOK ROM 201 COMPRESSOR KIT FUSE CONDENSOR FAN MS FUSE CONDENSOR FAN ELEM COOK BREAKER TRIPPED ROOM 205	10674	1,509.36 334.77 334.78 343.56 138.37 138.38 219.50
Total RASMUSSEN MECH. SERV., INC.			2,470.85
Ray Jay Sanitation 01 2620 420 001 01 2620 420 003	OCT 2024 GARBAGE SERV. TEC SITE GARBAGE SERV COOK SITE	10675	500.00 250.00 250.00
Total Ray Jay Sanitation			500.00
Scott P. Buss 01 2620 340 002 01 2620 340 004 01 2620 340 001 01 2620 340 003	09232024 PEST CONTROL COOK SITE PEST CONTROL COOK SITE PEST CONTROL HS PEST CONTROL ELEM TEC	10676	151.00 34.00 34.00 41.50 41.50
Total Scott P. Buss			151.00
SENCA SANITATION 01 2620 420 002 01 2620 420 004	OCT 2024 GARBAGE SERV COOK SITE GARBAGE SERV TEC SITE	10677	350.00 175.00 175.00
Total SENCA SANITATION			350.00
SHIFFLER EQUIPMENT SALES INC 01 1100 610 003	10012338-00 TACKBOARD DISPLAY RAIL KDG RM. 107	10678	168.14 168.14
Total SHIFFLER EQUIPMENT SALES INC			168.14
STAPLES ADVANTAGE 01 1100 610 003	6010351454 COPIER PAPER ELEM TEC	10679	39.45 39.45
Total STAPLES ADVANTAGE			39.45
SUN AUTO TIRE & SERVICE 01 2650 431 000	513703041 VAN 6 TIRE REPAIR	10680	40.00 40.00
Total SUN AUTO TIRE & SERVICE			40.00
Surnali LLC dba Diversified Drug Testing 01 2130 340 001	21760 HS DRUG TESTING	10681	475.00 475.00
Total Surnali LLC dba Diversified Drug Testing			475.00
TECUMSEH CENTRAL MARKET 01 1200 610 001	2421308 HS SPED SUPPLIES	10682	116.32 116.32
Total TECUMSEH CENTRAL MARKET			116.32
TECUMSEH CHIEFTAIN	7304	10683	826.29

**Board Report - Detail after checks are printed**

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 2570 540 000	PREK PARA EMP AD		64.00
01 2310 540 000	LEGALS		454.79
01 2710 610 000	FORMS		307.50
Total TECUMSEH CHIEFTAIN			826.29
UNITE PRIVATE NETWORKS, LLC	si-24-035382	10684	556.75
01 1100 111 001	INTERNET/DL SERVICES		556.75
Total UNITE PRIVATE NETWORKS, LLC			556.75
VERIZON WIRELESS	9974305720/9974 30572	10685	348.74
01 2560 382 000	CELL PHONE SERV		213.71
01 2560 382 000	HOT SPOT SERV		135.03
Total VERIZON WIRELESS			348.74
VILLAGE OF COOK WATER DEPT	10202024	10686	145.32
01 2610 610 002	WT/SW COOK SITE		72.66
01 2610 610 004	WT/SW COOK SITE		72.66
Total VILLAGE OF COOK WATER DEPT			145.32
WATER ENGINEERING INC	IN161110	10687	235.00
01 2610 431 001	WATER MANAGEMETN SERV		58.75
01 2610 431 002	WATER MANAGEMETN SERV		58.75
01 2610 431 003	WATER MANAGEMETN SERV		58.75
01 2610 431 004	WATER MANAGEMETN SERV		58.75
Total WATER ENGINEERING INC			235.00
WHETSTONE	691548	10688	388.00
01 2640 731 000	DISHWASHER BOOSTER REPAIR CALL		388.00
Total WHETSTONE			388.00
York Elementary School	26	10689	100.00
01 3599 330 004	EARLY CHILDHOOD SUMMIT SUTQ GRANT \$		100.00
Total York Elementary School			100.00
Fund Number 01			136,053.80
Checking Account ID 1			136,053.80

**Invoice Listing - Detail**

**Vendor ID: JCCA CT      JCC ACTIVITY ACCOUNT**

Description: TRANS FROM GENERAL FUND TO ACT. FUND  
Sequence: 1      Check Type: Check      Checking Account ID: 1  
Chart of Account Number      Detail Description  
01 8000 913 000      TRANS FROM GENERAL FUND TO ACT.  
FUND

**PO Number:**      **Invoice Number: 24 21245**      **Amount: 20,000.00**

Invoice Date: 09/11/2024      Due Date: 09/11/2024      Status: P      1099 Amount: 0.00

Check Number: 10601      Check Date: 09/11/2024      CC:

<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
	20,000.00		N	

**Vendor ID: TRUCKCENTE      TRUCK CENTER COMPANIES**

Description: 2024 THOMAS BUS 14 PSG.  
Sequence: 1      Check Type: Check      Checking Account ID: 1  
Chart of Account Number      Detail Description  
01 2710 732 000      2024 THOMAS BUS 14 PSG.

**PO Number:**      **Invoice Number: DE-23486**      **Amount: 95,625.00**

Invoice Date: 09/19/2024      Due Date: 09/19/2024      Status: P      1099 Amount: 0.00

Check Number: 10604      Check Date: 09/19/2024      CC:

<u>Cost Center ID</u>	<u>Detail Amount</u>	<u>1099 Detail Amount</u>	<u>Asset/Asset Tag</u>	<u>In Full</u>
	95,625.00		N	

Report 1099 Total: \_\_\_\_\_ 0.00

Report Total: \_\_\_\_\_ 115,625.00

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

CC Dist. 49-0050 General Fund Expenditures October 2024	\$136,053.80
September 2024 Additional Exp.	\$115,625.00
JCC Dist 49-0050 October 2024 Payroll	<u>\$686,315.92</u>
<b>JCC Dist 49-0050 October 2024 Tot. Expenditures</b>	<b><u>\$937,994.72</u></b>

**16.7 % of Year**  
**18.6 % of Budget**

# SCHOOL BOARD MEETING OCTOBER REPORT FROM PRINCIPAL – RICK LESTER

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

- Wow...our 1st quarter ends Friday, October 11, 2024! Here is our format for report cards for 1st quarter:
  - Tuesday, October 15                      1st quarter grades due in power school by 4:00 p.m.
  - Wednesday, October 16                  Verify grades in the a.m.
  - Thursday, October 17                    Jennifer print report cards
  - Friday, October 18                        Mr. Lester handout report cards in the a.m.
  
- Around the last couple of weeks of October I will be starting my formal observations and evaluations for teachers.
  
- Our Veterans Day program is scheduled for Friday, November 8, 2024 at 10:00 a.m. If you have time come by for the assembly - I'm sure you will enjoy the program! Here is what we have scheduled so far for the program:
  - Presentation of Colors
  - Star Spangled Banner performed by K-3
  - Pledge of Allegiance by Saige Rother, Student Council Vice-President
  - Welcome/Introduction of guest speaker Nolan Wellensiek, Student Council President
  - Speaker Mr. Derrick Peters Veteran of United States Navy 1998 Graduate of Tecumseh Public School
  - Performance by HS Choir: Inscription of Hope by Z. Randall Stroope
  - Special Presentation
  - Retirement of the Colors
  - Taps Performed
  - Lunch
  
- We have a calendar issue that I would like you to be aware of. We did have our HS Christmas program scheduled for Tuesday, December 3 but now we have a conflict because now District One ACT is scheduled on this day as well. We would like to move our High School Christmas Program on Wednesday, December 4. After looking at the calendar we have an activity every night in December except on Wednesday. What are your thoughts on moving our high school Christmas program to Wednesday, December 4th ?

## **Board Meeting – October 9, 2024**

### **M.S. Principal's Report**

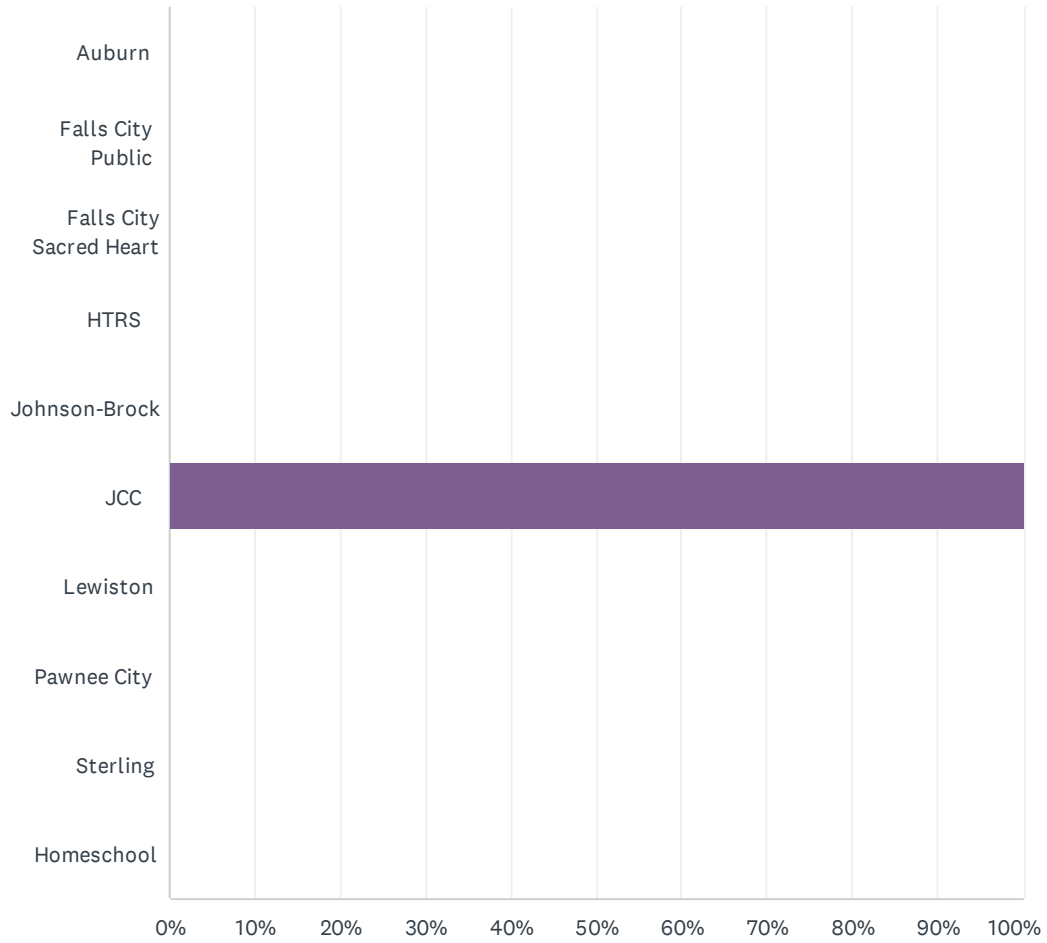
- The 8<sup>th</sup> grade is planning to attend the Life Skills Pep Rally at UNL on November 4. This pep rally will feature a variety of educational messages from Husker student-athletes, coaches and entertainers all aimed at promoting the importance of education, diversity, inclusion, sportsmanship, and good decision-making. At the conclusion of the pep rally, students will receive a slice of Valentino's pizza, bottle of water and a complimentary ticket to the Women's basketball team's season opener v. UNO
- We received a grant this year from Education Quest to help pay for the 8<sup>th</sup> grade college visit this year. We are planning to attend SCC-Lincoln for their Discovery Day on October 18.
- The JH sports seasons will conclude with next Tuesday's volleyball game against Southern. Football finished their season Monday v. Southern and Cross Country finished Tuesday with the ECNC meet at Falls City.
- Students selected to the Middle School Leadership Team are Xavier Arguello, Jackson Gottula, Maria Pinedo Pena, Heidi Reyes, Jamison Bacon, Edith Blomstedt, Lila Britt, Sophia Rainey, Ada Goodrich, Presley Juilfs & Ian Robeson.

**Garrett Collin**  
**Activities Report**  
**October 9th, 2024**

- The ECNC volleyball tournament is taking place next week. We are the XXXX seed.
- We hosted our annual high school volleyball invite at the HS & MS. Both sites were busy and the tournament ran smoothly. Our girls finished runner up. Thayer Central was the champion.
- Cross Country ECNC was at Falls City yesterday & districts take place on Thursday at Branched Oak hosted by Malcolm
- Girls golf has finished up their season.
- JH girls wrestling & JH boys basketball will start practice the week of Oct 21st.
- Staff v. Students fundraiser basketball game will be Thursday, November 14th.
- Winter HS practices start Monday, November 18th.

# Q1 What school do you currently attend (please select in pulldown list below)

Answered: 42 Skipped: 0

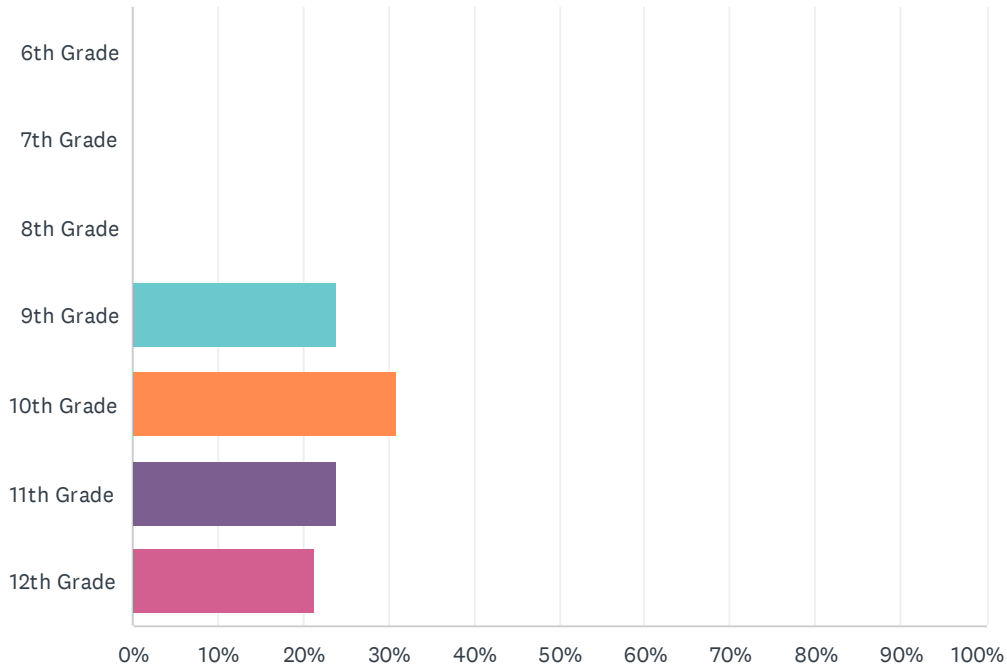


## Four County Collaborative 2024 Teens Outlook Survey

ANSWER CHOICES	RESPONSES	
Auburn	0.00%	0
Falls City Public	0.00%	0
Falls City Sacred Heart	0.00%	0
HTRS	0.00%	0
Johnson-Brock	0.00%	0
JCC	100.00%	42
Lewiston	0.00%	0
Pawnee City	0.00%	0
Sterling	0.00%	0
Homeschool	0.00%	0
<b>TOTAL</b>		<b>42</b>

## Q2 What grade are you currently in (please select in pulldown list below)?

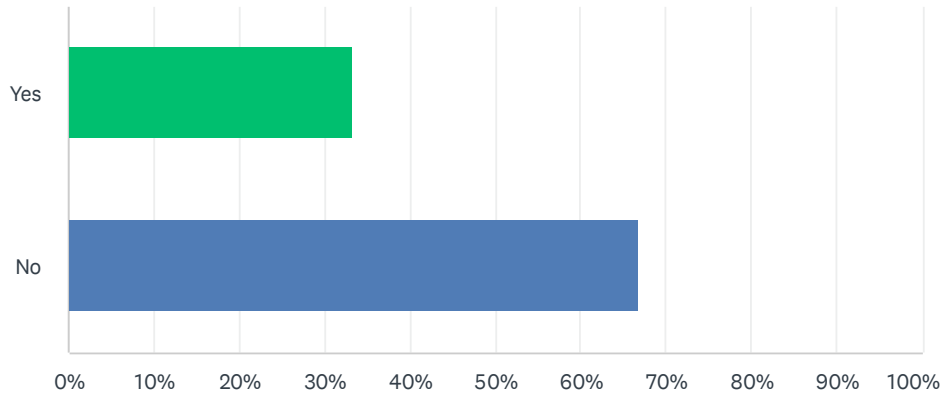
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
6th Grade	0.00%	0
7th Grade	0.00%	0
8th Grade	0.00%	0
9th Grade	23.81%	10
10th Grade	30.95%	13
11th Grade	23.81%	10
12th Grade	21.43%	9
<b>TOTAL</b>		<b>42</b>

### Q3 Do you have a leadership role in your school?

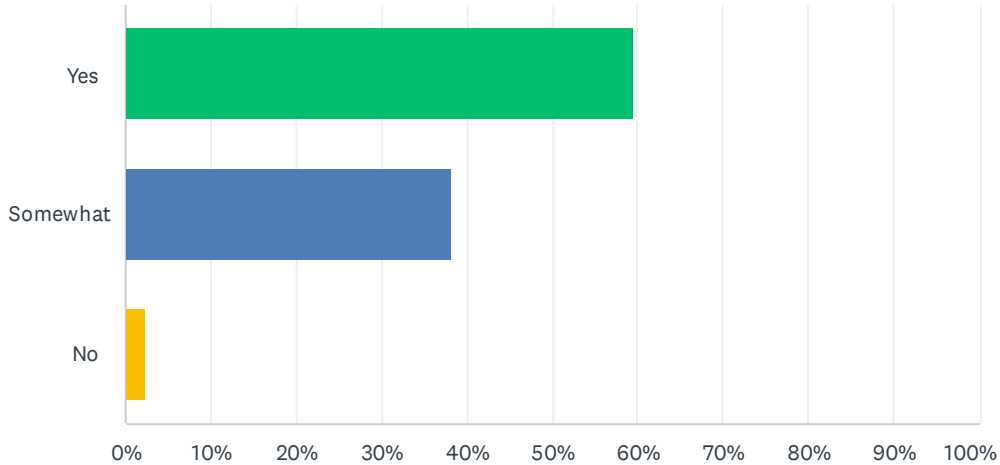
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	33.33%	14
No	66.67%	28
TOTAL		42

## Q4 Do you feel your school provides a caring and encouraging environment for students?

Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES
Yes	59.52% 25
Somewhat	38.10% 16
No	2.38% 1
<b>TOTAL</b>	<b>42</b>

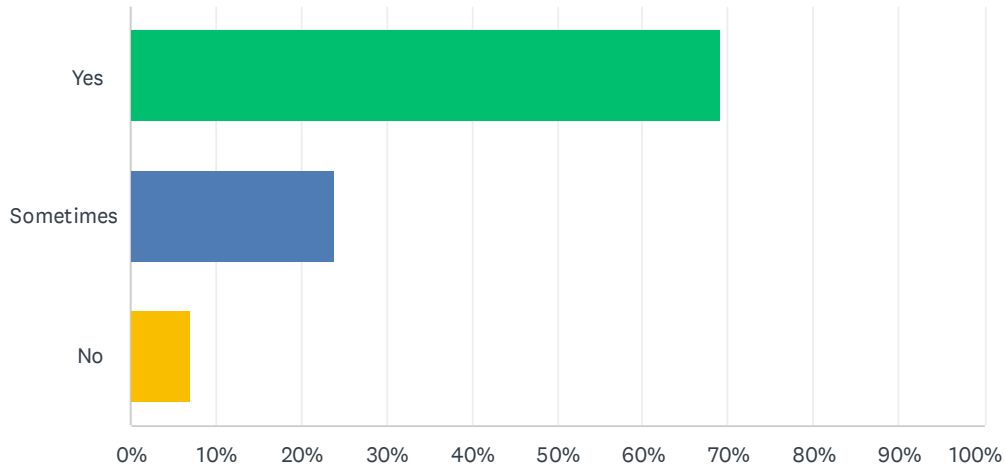
#	PLEASE BRIEFLY EXPLAIN WHY YOU FEEL THIS WAY.	DATE
1	Good teachers	9/26/2024 8:10 AM
2	Because there isn't really discouraging me or anyone i know for students. But sometimes the way some teachers grade just sucks and I don't really like it.	9/25/2024 9:29 AM
3	I feel as if some teachers are accepting and open while others feel more closed off.	9/24/2024 10:30 AM
4	Many of my teachers provide a calm environment for their students.	9/23/2024 7:23 PM
5	I mean there has been a lot of school shootings so.	9/20/2024 2:53 PM
6	The teachers push you too do your best	9/20/2024 2:33 PM
7	All of the teachers are willing to help out whenever anyone needs.	9/18/2024 12:27 PM
8	The teachers all help and support us.	9/18/2024 10:32 AM
9	Yes because it is safe.	9/17/2024 8:56 PM
10	They give us many opportunities to succeed, we just have to use them.	9/17/2024 8:06 PM
11	They give us many opportunities to succeed, we just have to use them.	9/17/2024 8:06 PM
12	Uh nice teachers and good learning environment.	9/17/2024 2:50 PM
13	They tell us to do our best	9/17/2024 2:14 PM
14	The teachers here are really helpful, however some of the students make it hard to learn.	9/17/2024 1:58 PM

## Four County Collaborative 2024 Teens Outlook Survey

15	Supporting	9/17/2024 1:39 PM
16	We have many caring and sympathetic teachers who prioritize our education and wellbeing.	9/17/2024 12:49 PM
17	It can depending on how you look at it, who you are talking too.'	9/17/2024 12:46 PM
18	Sometimes because there are times when they kind of mistreat people in our school.	9/17/2024 12:03 PM
19	Because everyone is pretty nice for the most part	9/17/2024 11:55 AM
20	There are teachers I can trust and they can help me with work I have.	9/17/2024 11:53 AM
21	They aren't mean	9/17/2024 11:42 AM
22	Because people are very kind	9/17/2024 11:27 AM
23	I feel that I can go and communicate with all of my teacher if I am having problems	9/17/2024 11:24 AM
24	Too much drama	9/17/2024 11:10 AM
25	They do a great job and making me feel cared for.	9/17/2024 10:57 AM
26	The teachers and the rest of the staff are always pushing kids to be and do their best	9/17/2024 10:56 AM
27	Administration makes big deals out of nothing causing disruption in the students.	9/17/2024 10:55 AM
28	Because everyone cares for one another. Everyone want everyone to succeed	9/17/2024 10:53 AM
29	They encourage us to be in extracurricular activities and try new things	9/17/2024 10:48 AM

## Q5 Are your parent(s) or guardian(s) actively involved in helping you succeed in school?

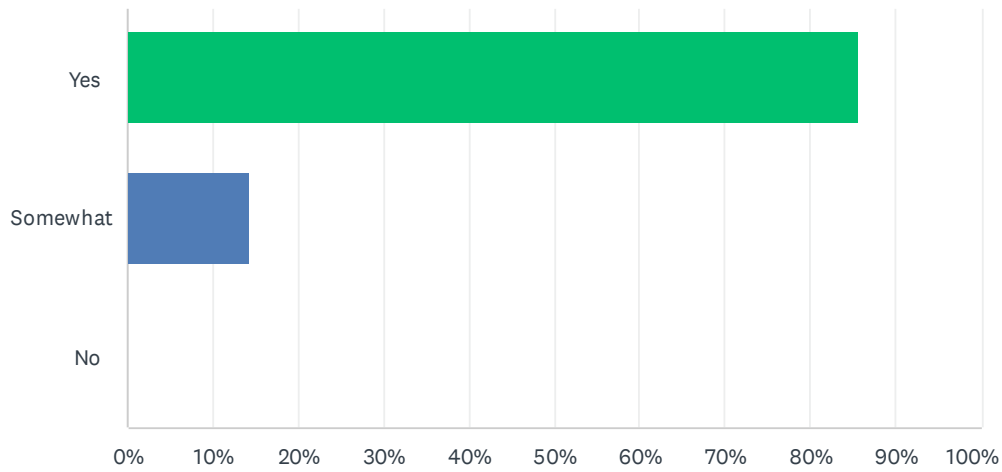
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	69.05%	29
Sometimes	23.81%	10
No	7.14%	3
<b>TOTAL</b>		<b>42</b>

## Q6 Does your family life provide high levels of love and support?

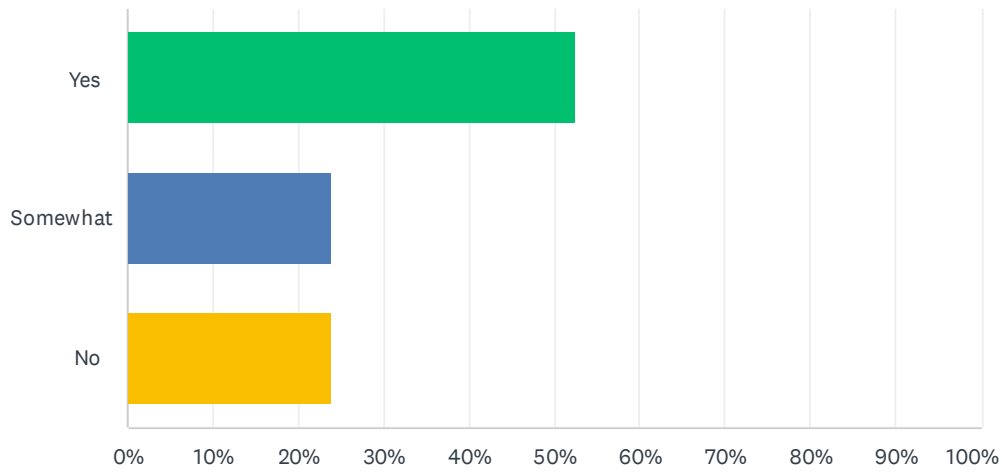
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	85.71%	36
Somewhat	14.29%	6
No	0.00%	0
<b>TOTAL</b>		<b>42</b>

## Q7 Do you have caring neighbors who support and encourage you?

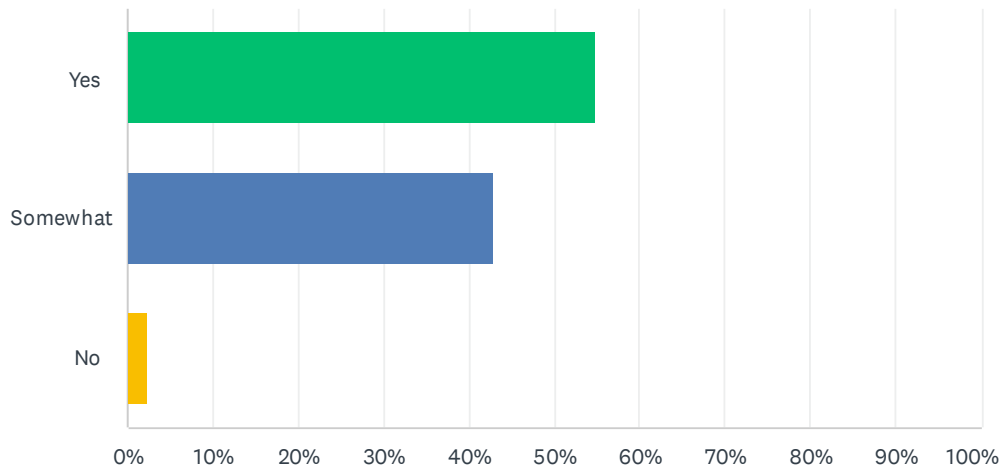
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	52.38%	22
Somewhat	23.81%	10
No	23.81%	10
<b>TOTAL</b>		<b>42</b>

## Q8 Do you feel adults in your community value youth?

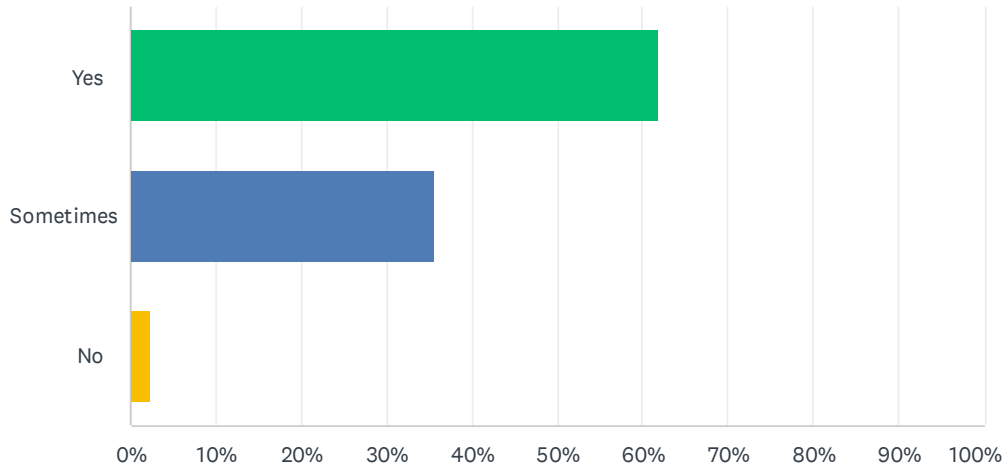
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	54.76%	23
Somewhat	42.86%	18
No	2.38%	1
<b>TOTAL</b>		<b>42</b>

## Q9 Are young people given opportunities to be involved in your community?

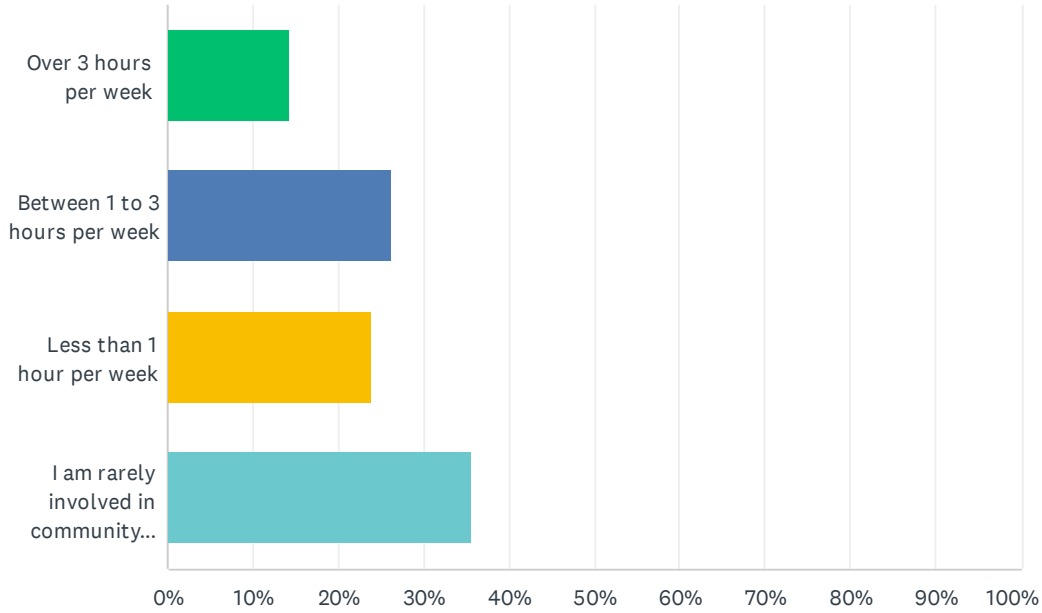
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	61.90%	26
Sometimes	35.71%	15
No	2.38%	1
TOTAL		42

## Q10 On average, how often are you involved in activities that benefit your community?

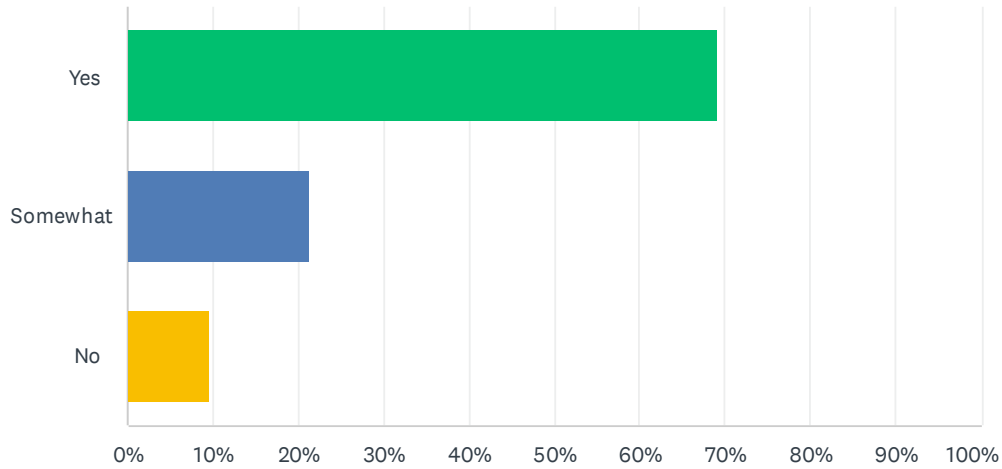
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Over 3 hours per week	14.29%	6
Between 1 to 3 hours per week	26.19%	11
Less than 1 hour per week	23.81%	10
I am rarely involved in community activities	35.71%	15
<b>TOTAL</b>		<b>42</b>

## Q11 Does your family have clear rules and consequences for poor behavior?

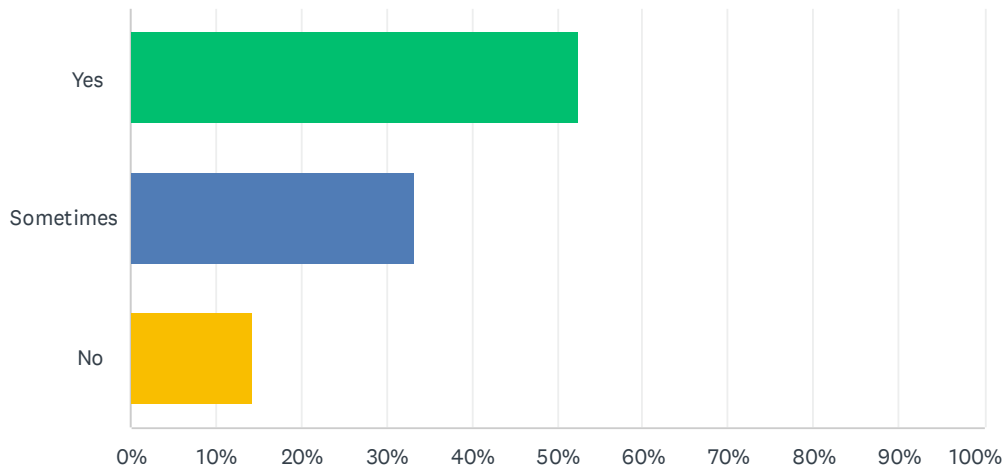
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES
Yes	69.05% 29
Somewhat	21.43% 9
No	9.52% 4
<b>TOTAL</b>	<b>42</b>

## Q12 Does your family acknowledge (reward) positive behavior?

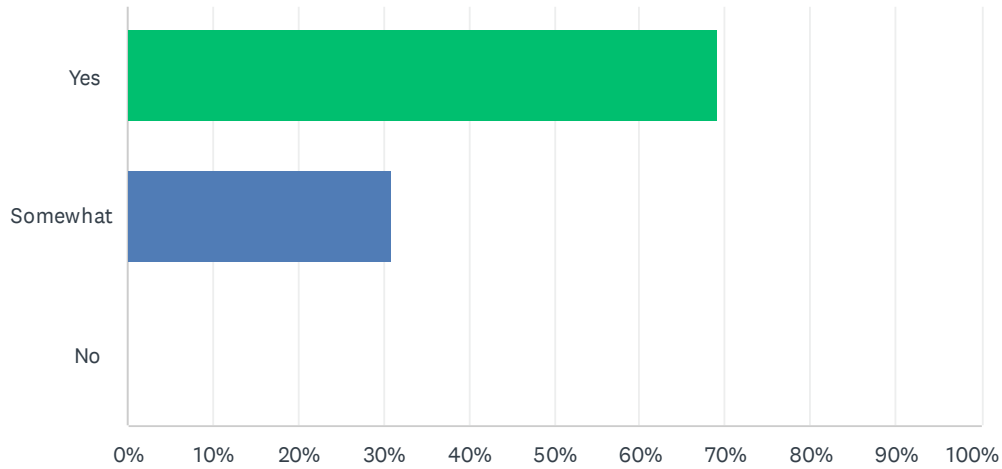
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	52.38%	22
Sometimes	33.33%	14
No	14.29%	6
<b>TOTAL</b>		<b>42</b>

### Q13 Does your school provide students with clear rules and consequences for poor behavior?

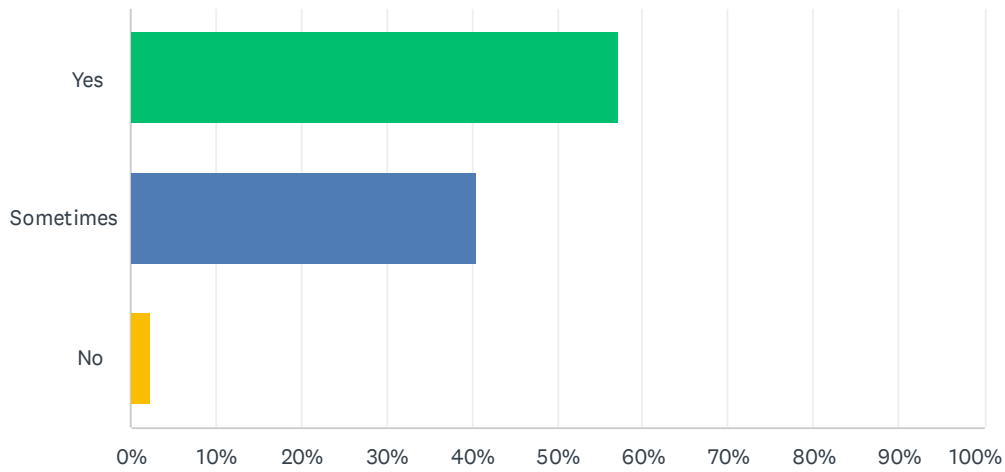
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	69.05%	29
Somewhat	30.95%	13
No	0.00%	0
<b>TOTAL</b>		<b>42</b>

## Q14 Does your school recognize students for positive behavior?

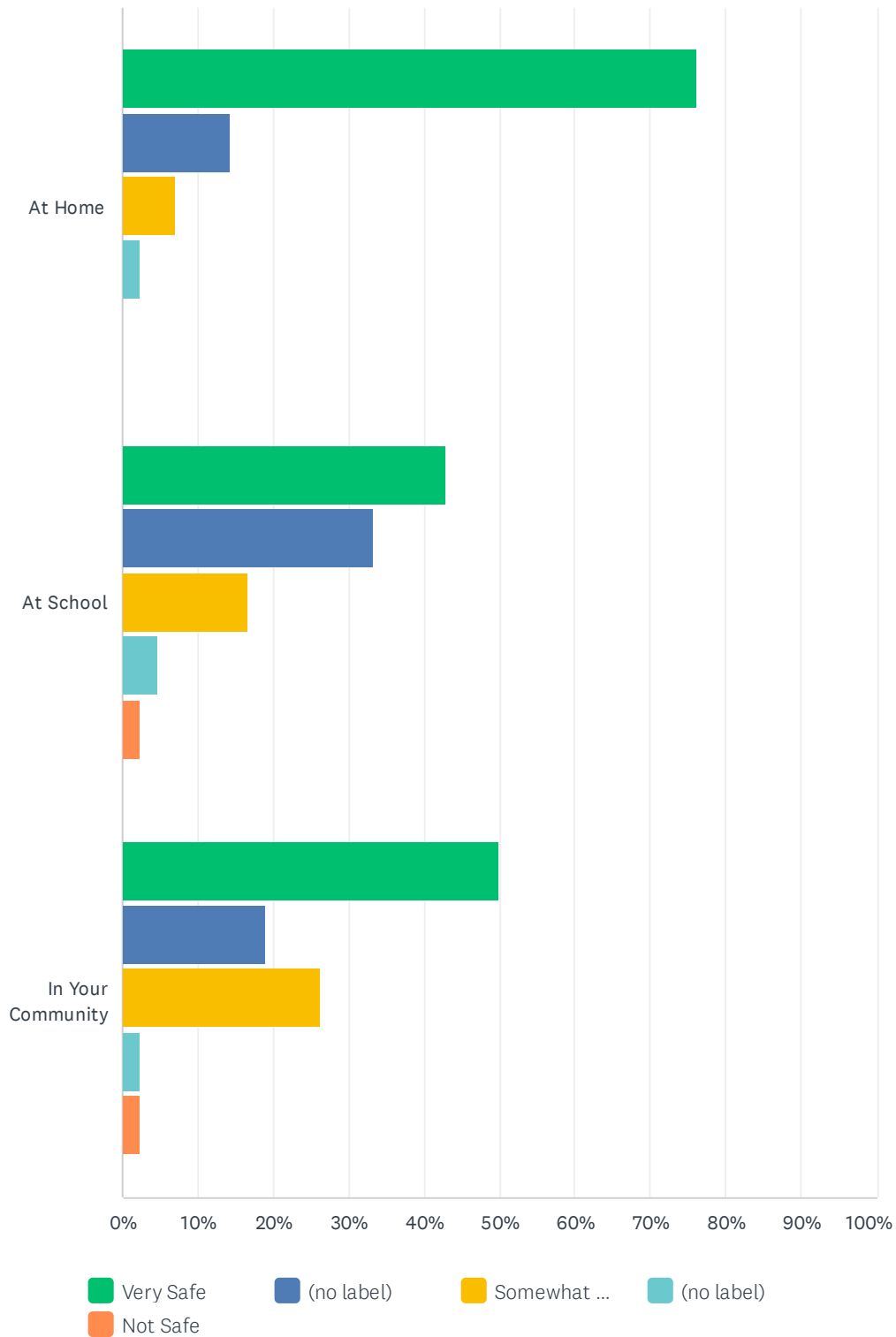
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	57.14%	24
Sometimes	40.48%	17
No	2.38%	1
<b>TOTAL</b>		<b>42</b>

### Q15 Please rate how safe you feel:

Answered: 42 Skipped: 0



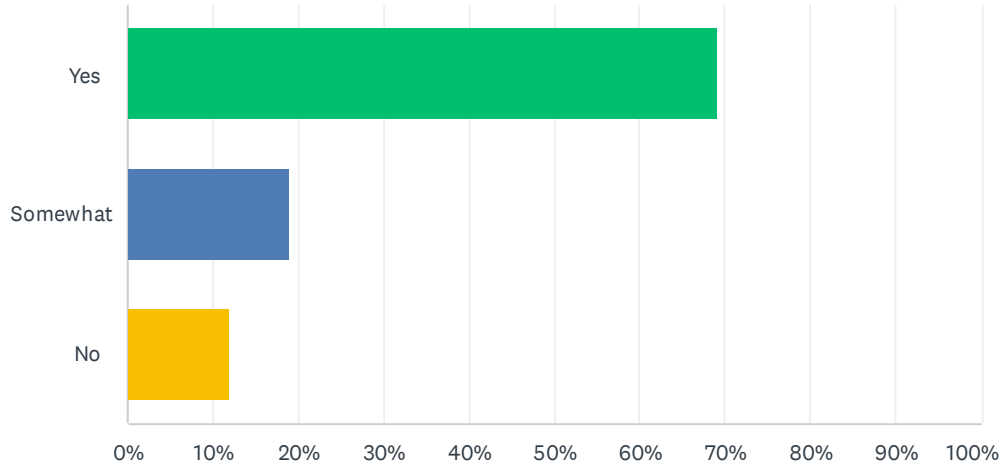
## Four County Collaborative 2024 Teens Outlook Survey

	VERY SAFE	(NO LABEL)	SOMEWHAT SAFE	(NO LABEL)	NOT SAFE	TOTAL
At Home	76.19% 32	14.29% 6	7.14% 3	2.38% 1	0.00% 0	42
At School	42.86% 18	33.33% 14	16.67% 7	4.76% 2	2.38% 1	42
In Your Community	50.00% 21	19.05% 8	26.19% 11	2.38% 1	2.38% 1	42

#	HAS YOUR FEELING OF BEING SAFE CHANGED RECENTLY? IF YES, PLEASE EXPLAIN HOW IT HAS CHANGED:	DATE
1	Yes cause of school shootings.	9/20/2024 2:53 PM
2	No	9/18/2024 10:32 AM
3	No	9/17/2024 8:56 PM
4	N/A	9/17/2024 8:06 PM
5	N/A	9/17/2024 8:06 PM
6	No	9/17/2024 2:14 PM
7	No	9/17/2024 1:58 PM
8	No	9/17/2024 1:39 PM
9	No	9/17/2024 12:49 PM
10	No.	9/17/2024 12:46 PM
11	No	9/17/2024 11:53 AM
12	No	9/17/2024 11:27 AM
13	No	9/17/2024 11:24 AM
14	Nothing is safe in community were criminals arent charged correctly. Plus news is barely told	9/17/2024 11:10 AM
15	No	9/17/2024 10:53 AM
16	No	9/17/2024 10:48 AM

### Q16 Do your parent(s) or guardian(s) have a way to monitor your whereabouts when you are not at home?

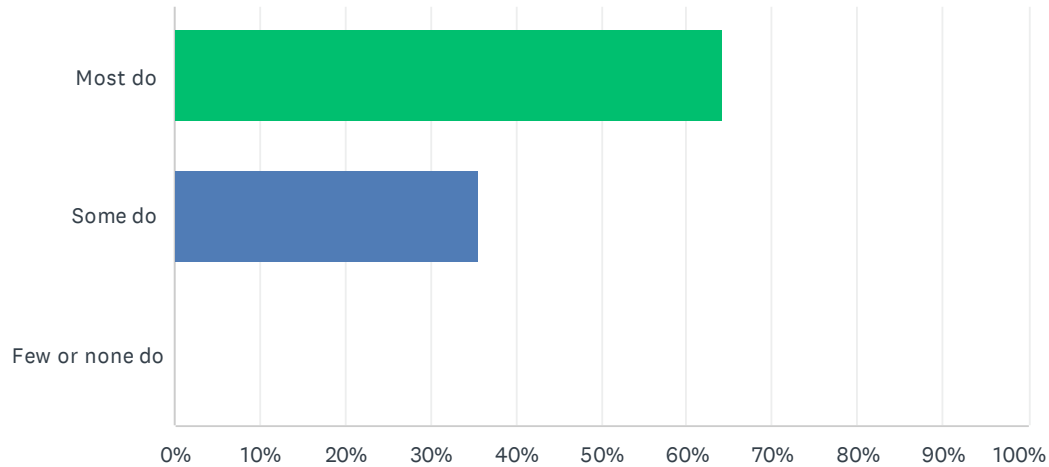
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	69.05%	29
Somewhat	19.05%	8
No	11.90%	5
<b>TOTAL</b>		<b>42</b>

## Q17 Do your best friends model (demonstrate) positive, responsible behavior?

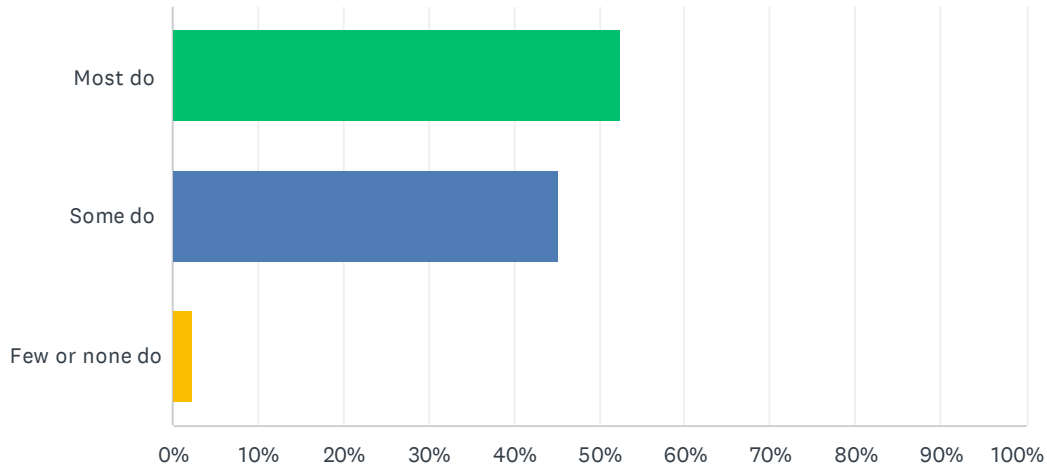
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Most do	64.29%	27
Some do	35.71%	15
Few or none do	0.00%	0
<b>TOTAL</b>		<b>42</b>

### Q18 Do adults in your community model (demonstrate) positive, responsible behavior?

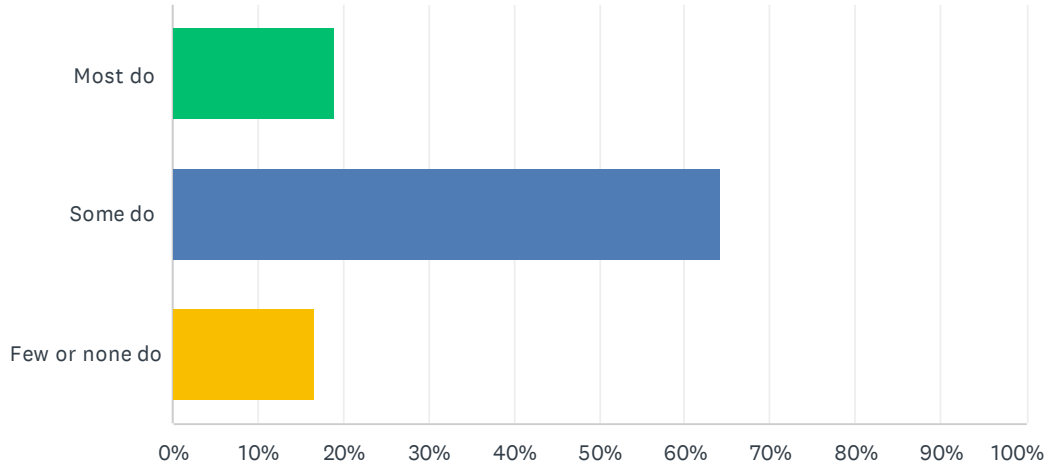
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Most do	52.38%	22
Some do	45.24%	19
Few or none do	2.38%	1
<b>TOTAL</b>		<b>42</b>

## Q19 Do neighbors in your community take responsibility for monitoring young people's behavior?

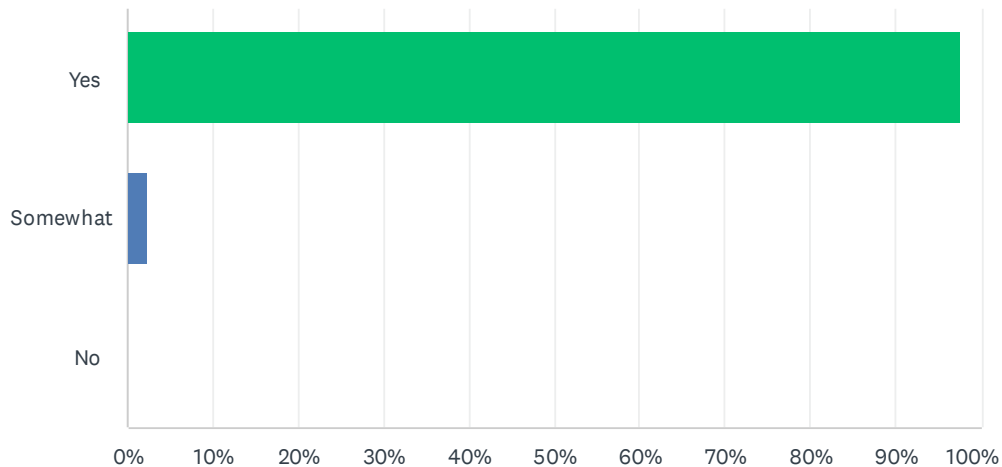
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES
Most do	19.05% 8
Some do	64.29% 27
Few or none do	16.67% 7
TOTAL	42

## Q20 Do both your parent(s) or guardian(s) and teachers encourage you to do well as a young person?

Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES
Yes	97.62% 41
Somewhat	2.38% 1
No	0.00% 0
<b>TOTAL</b>	<b>42</b>

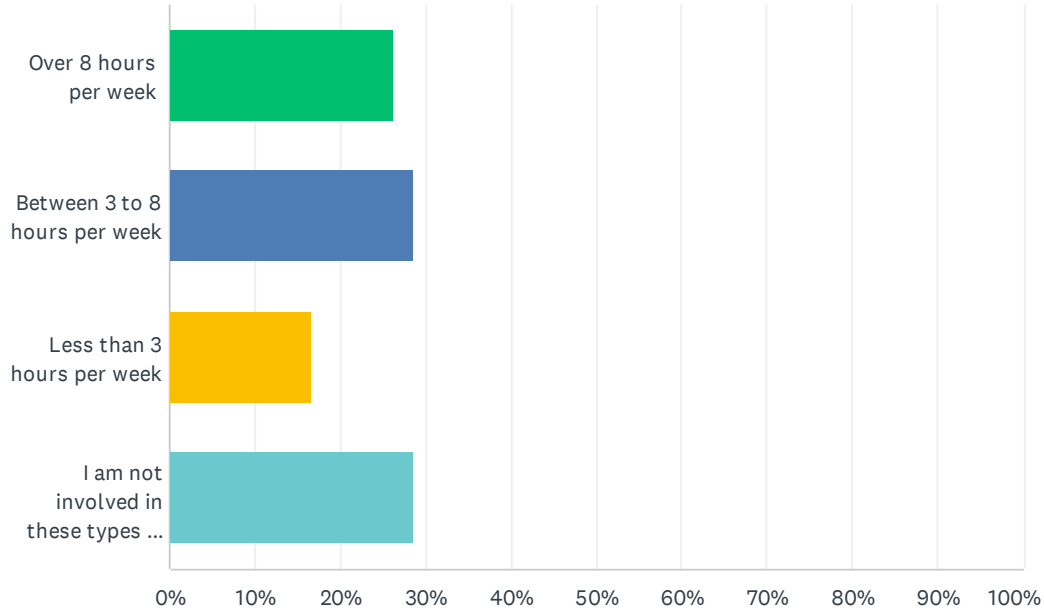
#	PLEASE BRIEFLY EXPLAIN YOUR ANSWER:	DATE
1	They want me to do well of course but they are really hands off with me which I really like.	9/25/2024 9:29 AM
2	They think I do great	9/24/2024 10:30 AM
3	They encourage me to get out and try new things.	9/23/2024 7:23 PM
4	My parents one of the few things keeping going.	9/20/2024 2:53 PM
5	They try hard	9/20/2024 2:33 PM
6	They are always pushing me to do my absolute best.	9/18/2024 12:27 PM
7	My parents and teachers support and encourage me in sports and school.	9/18/2024 10:32 AM
8	They do	9/17/2024 8:56 PM
9	They push me to always do better than before, to give effort in anything I do.	9/17/2024 8:06 PM
10	They push me to always do better than before, to give effort in anything I do.	9/17/2024 8:06 PM
11	Get good grades	9/17/2024 2:50 PM
12	They encourage me to try my best because I have a lot of potential to be great.	9/17/2024 2:14 PM
13	My parents and teachers all give me chances to do better.	9/17/2024 1:58 PM
14	Encouraging	9/17/2024 1:39 PM

## Four County Collaborative 2024 Teens Outlook Survey

15	They are trying to help us to create a better future for ourselves.	9/17/2024 1:17 PM
16	My parents hold me accountable for my grades and make sure I'm always getting my work in.	9/17/2024 12:49 PM
17	Idk'	9/17/2024 12:46 PM
18	Because they are strict enough to make me feel I have to do my absolute best.	9/17/2024 12:03 PM
19	They want me to have good grades	9/17/2024 11:55 AM
20	My mom doesn't want me failing.	9/17/2024 11:53 AM
21	They are encouraging	9/17/2024 11:42 AM
22	Because they push me to do better	9/17/2024 11:27 AM
23	I am always encouraged to do my best and step out of my comfort zone	9/17/2024 11:24 AM
24	Why.	9/17/2024 11:10 AM
25	They do an amazing job at encouraging the youth.	9/17/2024 10:57 AM
26	Have good grades and look towards the future	9/17/2024 10:55 AM
27	Everyone encourages me to do well in everything I do	9/17/2024 10:53 AM
28	They encourage me to explore all my options and succeed in my career choice	9/17/2024 10:48 AM

## Q21 On average, how much time do you spend each week in lessons or practice in music, theater, or other arts?

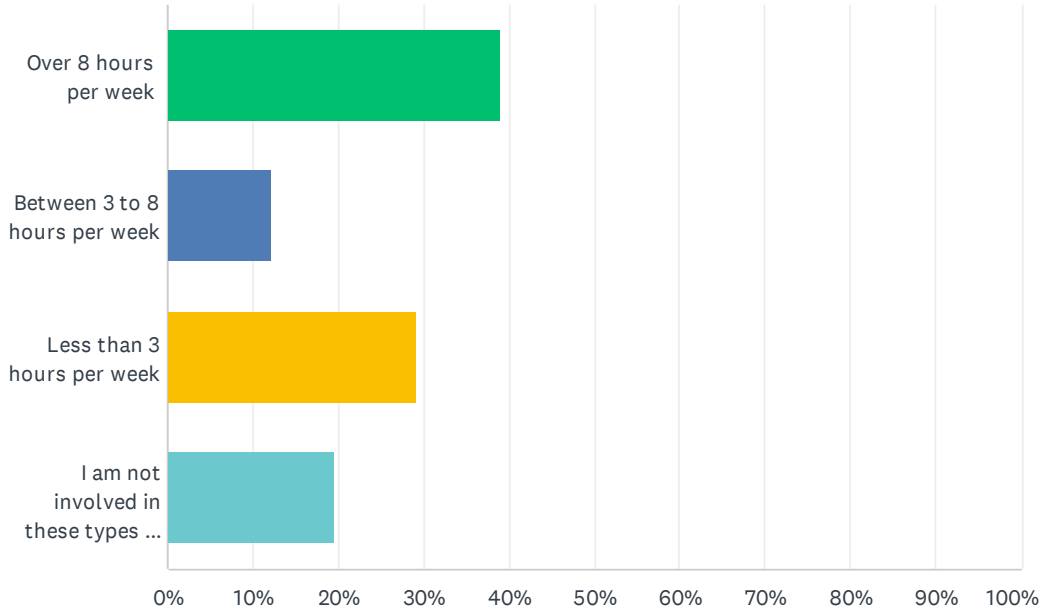
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Over 8 hours per week	26.19%	11
Between 3 to 8 hours per week	28.57%	12
Less than 3 hours per week	16.67%	7
I am not involved in these types of activities	28.57%	12
<b>TOTAL</b>		<b>42</b>

## Q22 On average, how much time do you spend each week in sports, clubs or organizations?

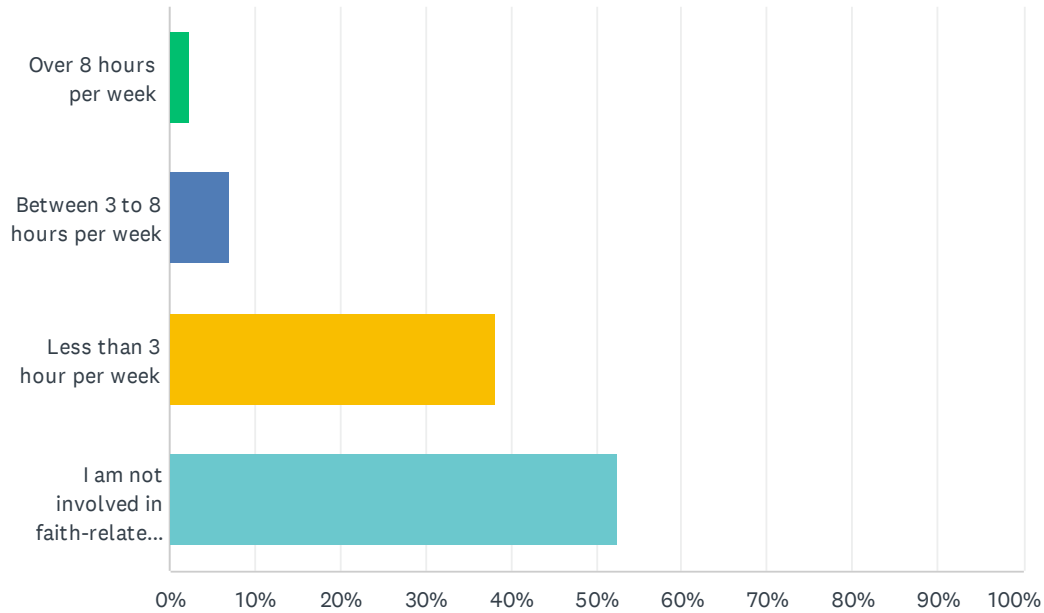
Answered: 41 Skipped: 1



ANSWER CHOICES	RESPONSES	
Over 8 hours per week	39.02%	16
Between 3 to 8 hours per week	12.20%	5
Less than 3 hours per week	29.27%	12
I am not involved in these types of activities	19.51%	8
<b>TOTAL</b>		<b>41</b>

## Q23 On average, how much time do you spend each week in faith-related activities?

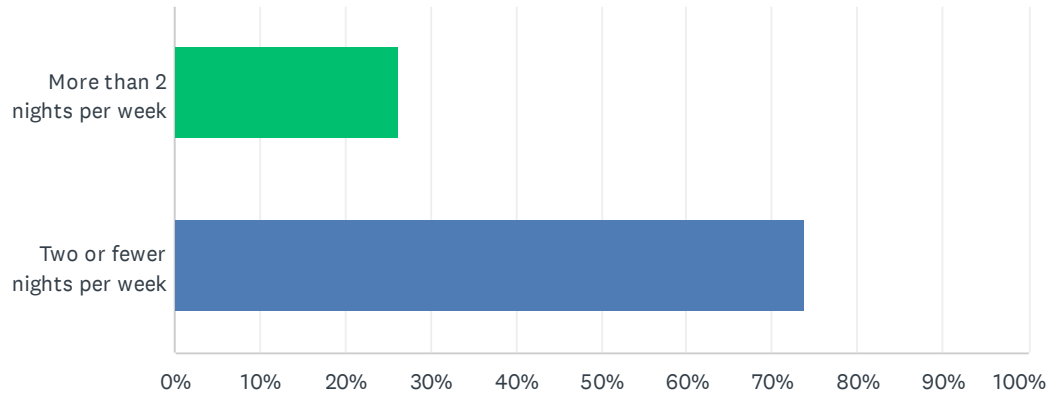
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Over 8 hours per week	2.38%	1
Between 3 to 8 hours per week	7.14%	3
Less than 3 hour per week	38.10%	16
I am not involved in faith-related activities	52.38%	22
<b>TOTAL</b>		<b>42</b>

## Q24 On average, how often per week are you out with your friends "with nothing special to do?"

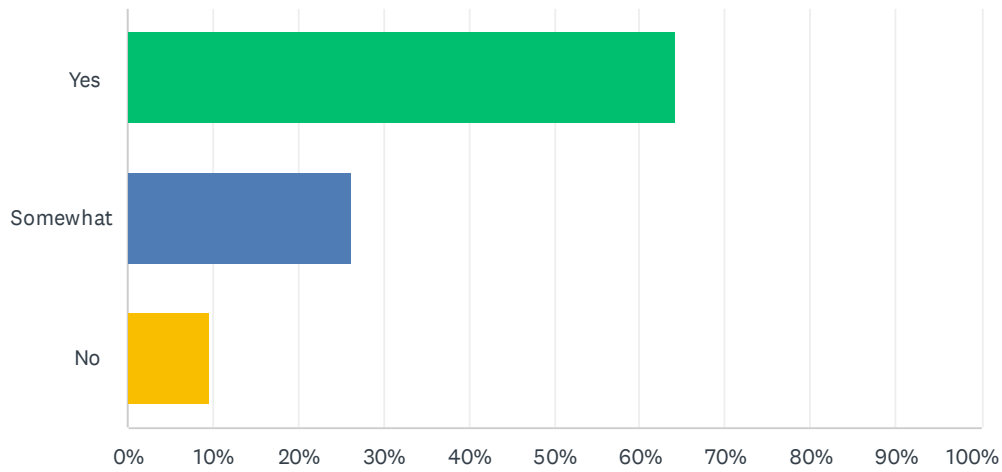
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
More than 2 nights per week	26.19%	11
Two or fewer nights per week	73.81%	31
TOTAL		42

## Q25 Do you feel motivated to do well in school?

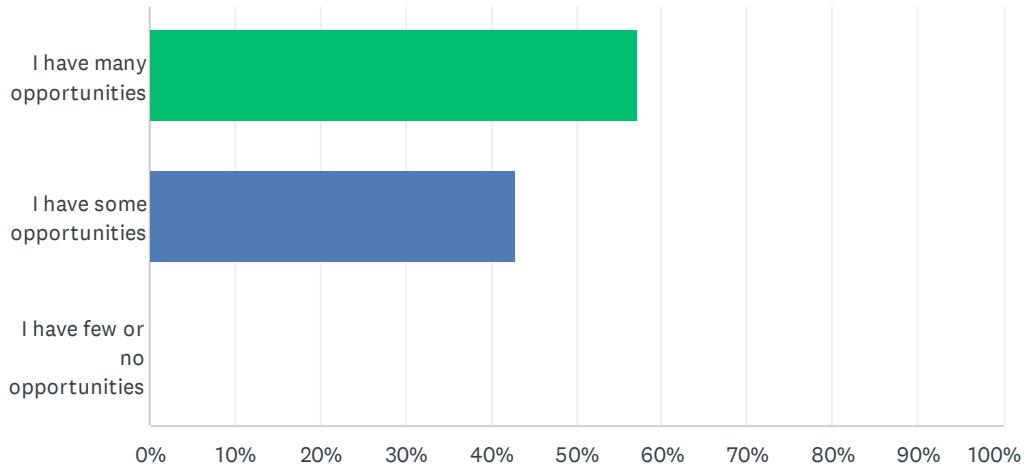
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	64.29%	27
Somewhat	26.19%	11
No	9.52%	4
<b>TOTAL</b>		<b>42</b>

## Q26 Do you have opportunities to be actively engaged (interactive participation) in learning?

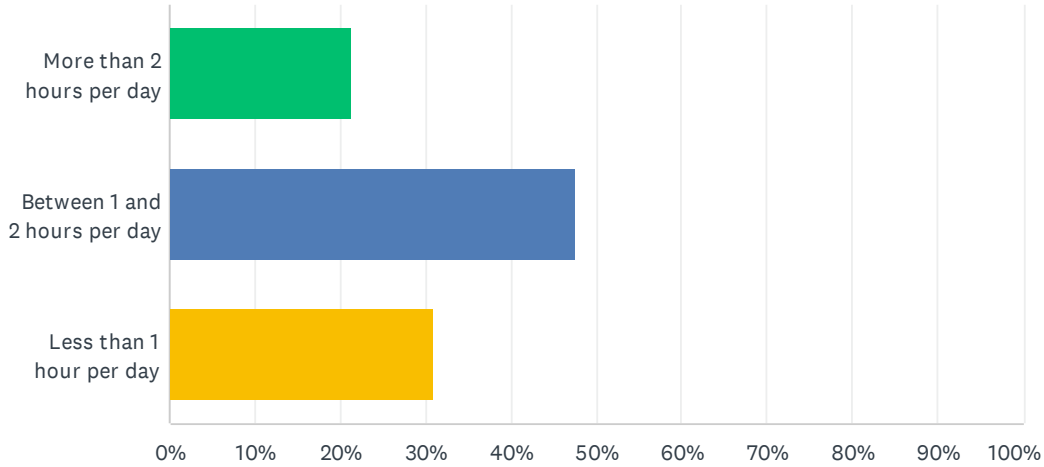
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
I have many opportunities	57.14%	24
I have some opportunities	42.86%	18
I have few or no opportunities	0.00%	0
<b>TOTAL</b>		<b>42</b>

## Q27 On average, how much time do you spend on homework on school days?

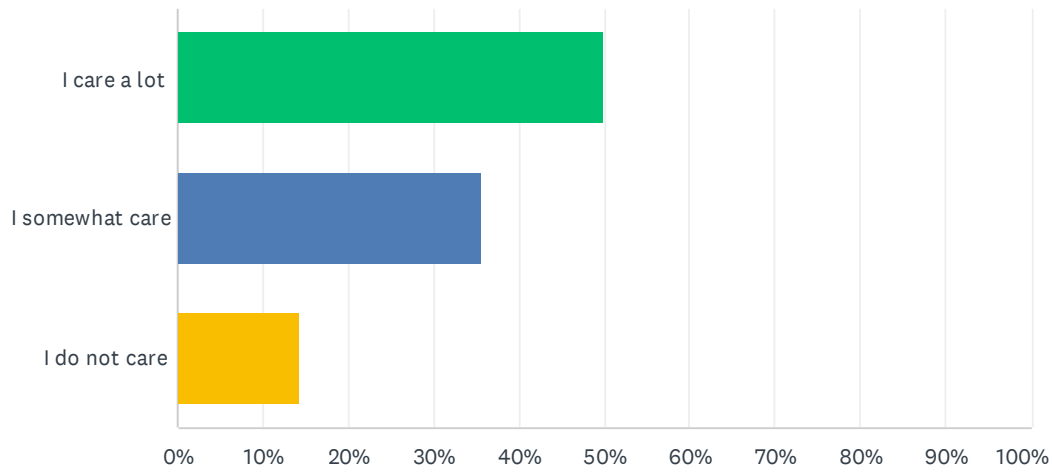
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES
More than 2 hours per day	21.43% 9
Between 1 and 2 hours per day	47.62% 20
Less than 1 hour per day	30.95% 13
TOTAL	42

## Q28 How much do you care about your school?

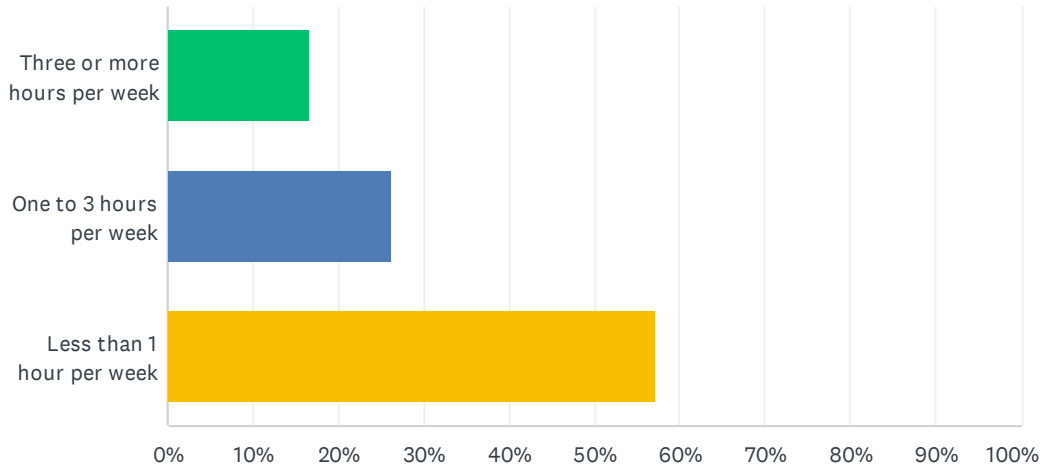
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
I care a lot	50.00%	21
I somewhat care	35.71%	15
I do not care	14.29%	6
<b>TOTAL</b>		<b>42</b>

## Q29 On average, how much time do you spend reading for pleasure each week?

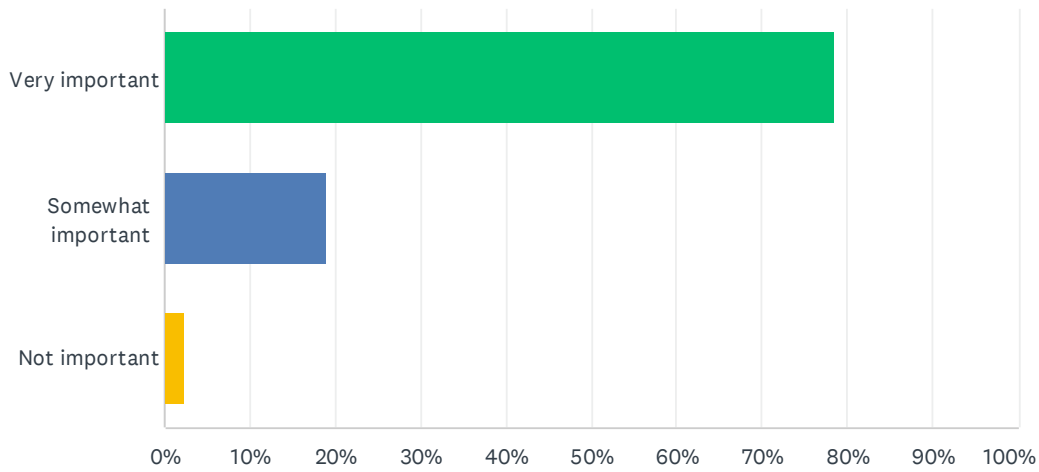
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Three or more hours per week	16.67%	7
One to 3 hours per week	26.19%	11
Less than 1 hour per week	57.14%	24
TOTAL		42

### Q30 How important is it to help other people?

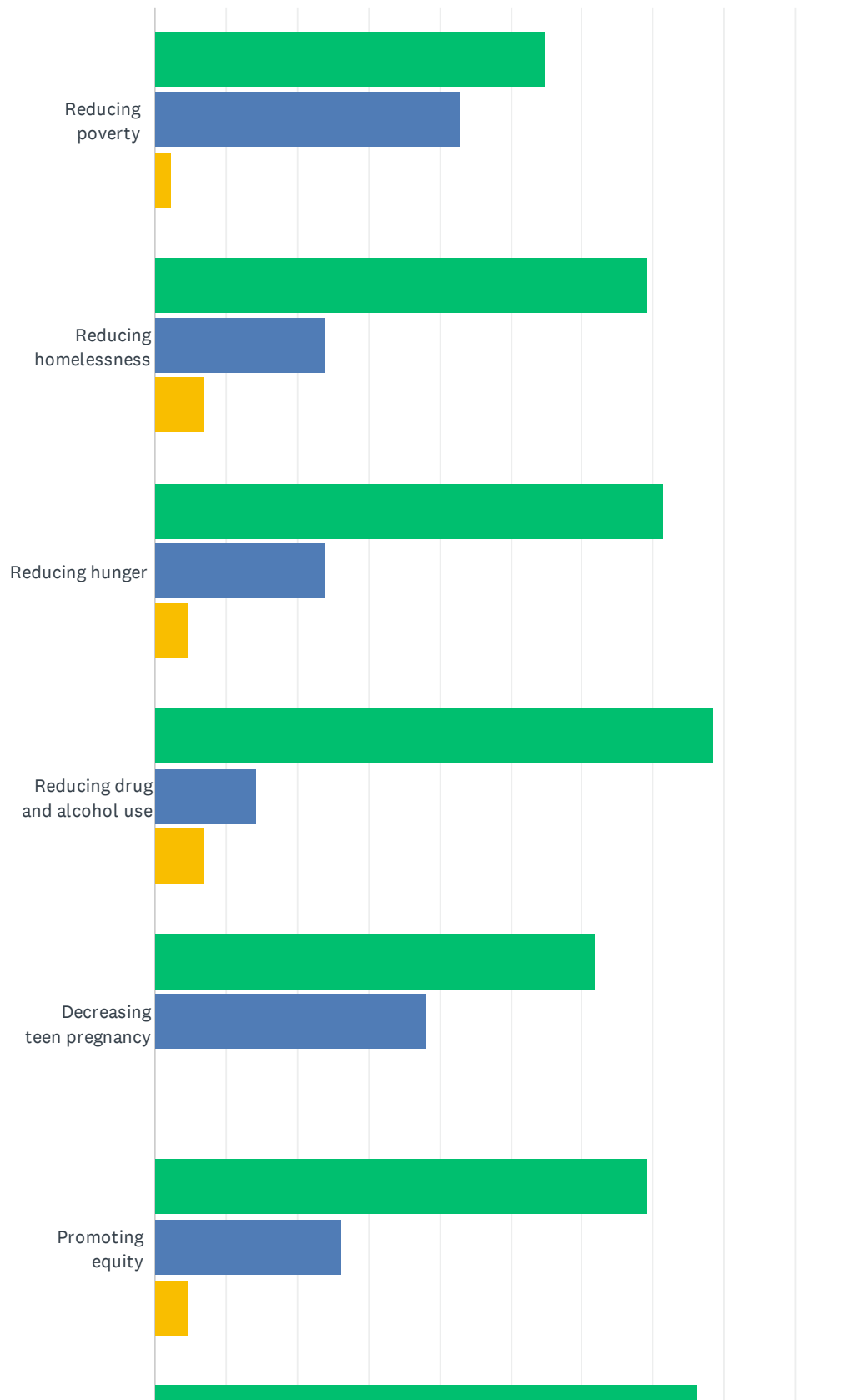
Answered: 42 Skipped: 0



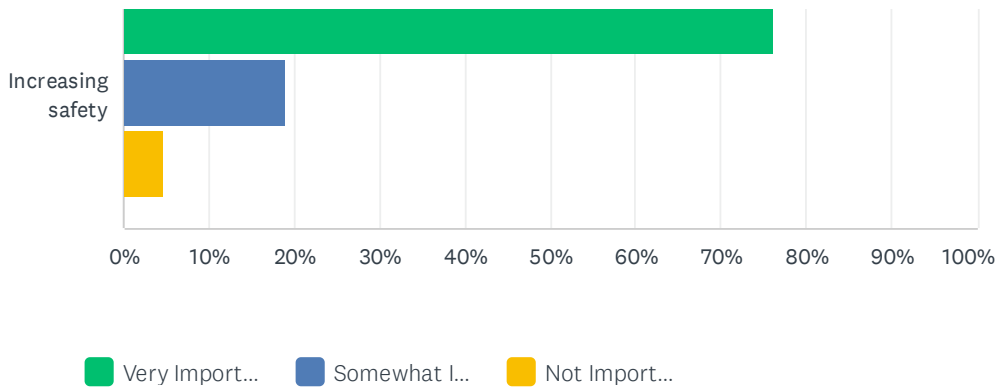
ANSWER CHOICES	RESPONSES
Very important	78.57% 33
Somewhat important	19.05% 8
Not important	2.38% 1
<b>TOTAL</b>	<b>42</b>

### Q31 How important are the following issues to you?

Answered: 42 Skipped: 0



## Four County Collaborative 2024 Teens Outlook Survey



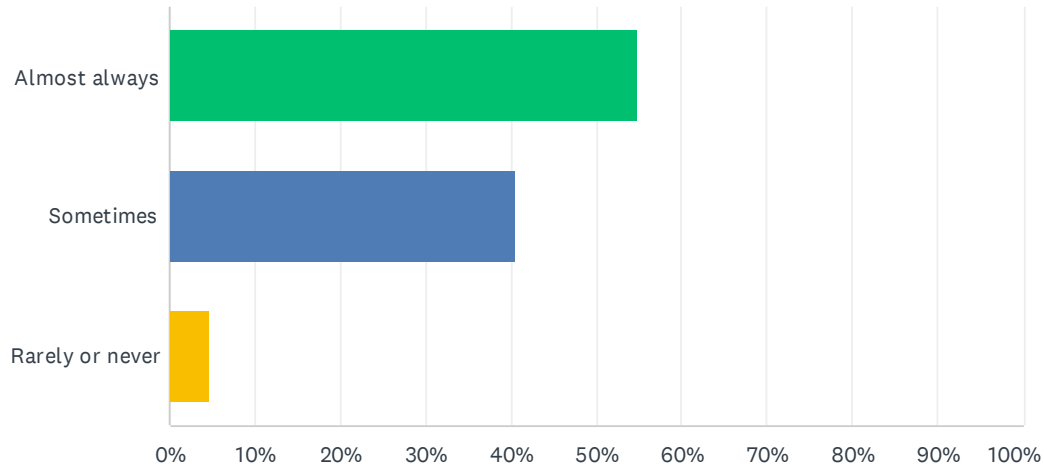
	VERY IMPORTANT	SOMEWHAT IMPORTANT	NOT IMPORTANT	TOTAL
Reducing poverty	54.76% 23	42.86% 18	2.38% 1	42
Reducing homelessness	69.05% 29	23.81% 10	7.14% 3	42
Reducing hunger	71.43% 30	23.81% 10	4.76% 2	42
Reducing drug and alcohol use	78.57% 33	14.29% 6	7.14% 3	42
Decreasing teen pregnancy	61.90% 26	38.10% 16	0.00% 0	42
Promoting equity	69.05% 29	26.19% 11	4.76% 2	42
Increasing safety	76.19% 32	19.05% 8	4.76% 2	42

#	WHAT OTHER ISSUES ARE VERY IMPORTANT TO YOU?	DATE
1	Increasing opportunities for students to get involved in school activities.	9/23/2024 7:23 PM
2	Stopping school shootings.	9/20/2024 2:53 PM
3	None	9/18/2024 10:32 AM
4	I'm not sure.	9/17/2024 8:56 PM
5	None that I know of right now.	9/17/2024 8:06 PM
6	None that I know of right now.	9/17/2024 8:06 PM
7	Family health	9/17/2024 1:39 PM
8	Trying to help students that struggle with mental health.	9/17/2024 1:17 PM
9	There are no other issues I can think of.	9/17/2024 12:03 PM
10	I don't really have any	9/17/2024 11:55 AM
11	Have another day to get work done in classes.	9/17/2024 11:53 AM
12	Grades, GPA	9/17/2024 11:27 AM
13	Online safety	9/17/2024 11:24 AM
14	Adults need to stop smoking near kids.	9/17/2024 11:10 AM
15	None	9/17/2024 10:53 AM



### Q32 Do you stand up for your beliefs and act on your convictions (things you believe in strongly)?

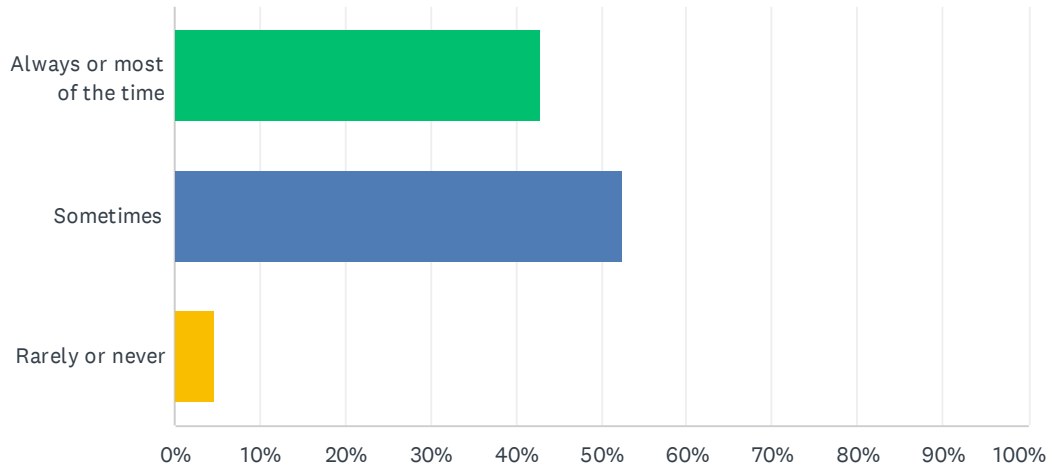
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Almost always	54.76%	23
Sometimes	40.48%	17
Rarely or never	4.76%	2
<b>TOTAL</b>		<b>42</b>

### Q33 Do you tell the truth even when it's not easy?

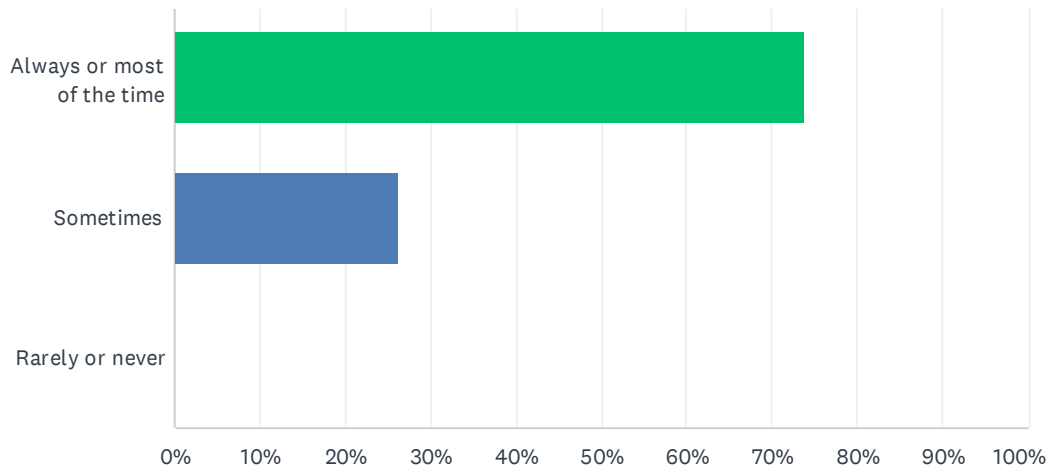
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Always or most of the time	42.86%	18
Sometimes	52.38%	22
Rarely or never	4.76%	2
<b>TOTAL</b>		<b>42</b>

### Q34 Do you accept and take personal responsibility for your actions?

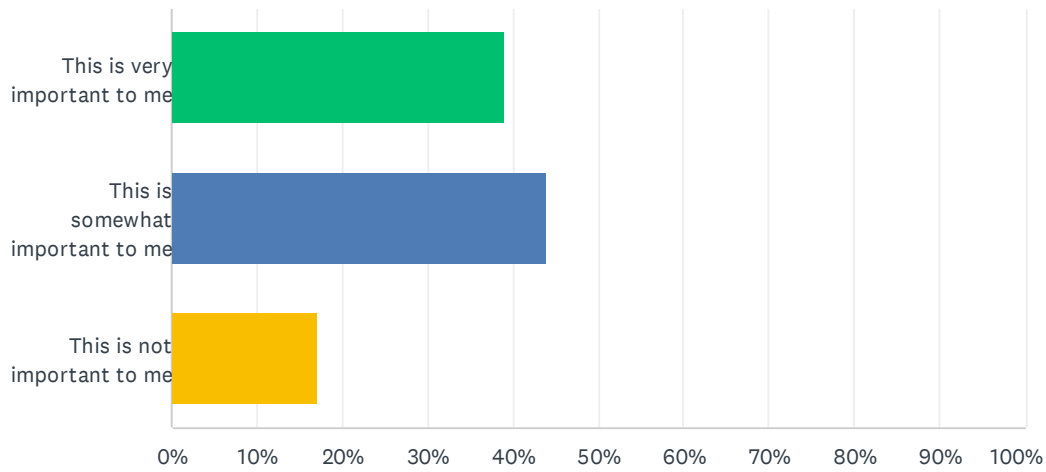
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Always or most of the time	73.81%	31
Sometimes	26.19%	11
Rarely or never	0.00%	0
<b>TOTAL</b>		<b>42</b>

### Q35 Do you believe it's important to not be sexually active as a teen?

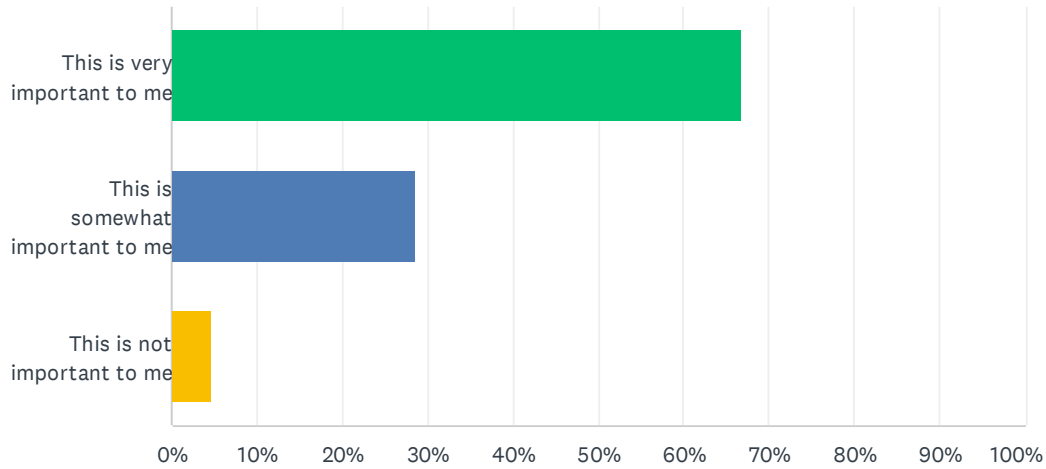
Answered: 41 Skipped: 1



ANSWER CHOICES	RESPONSES	
This is very important to me	39.02%	16
This is somewhat important to me	43.90%	18
This is not important to me	17.07%	7
<b>TOTAL</b>		<b>41</b>

### Q36 Do you believe it's important to not use alcohol or other drugs as a teen?

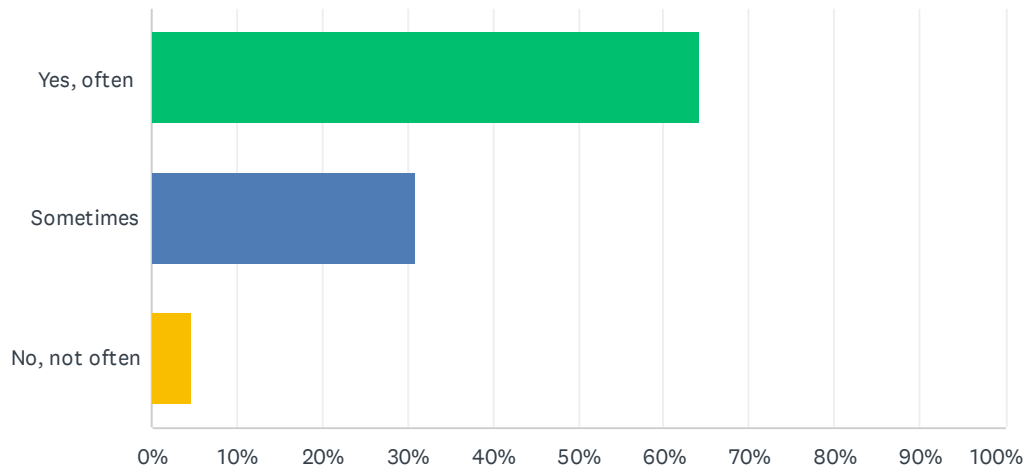
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
This is very important to me	66.67%	28
This is somewhat important to me	28.57%	12
This is not important to me	4.76%	2
<b>TOTAL</b>		<b>42</b>

### Q37 Do you know how to plan ahead and make good choices?

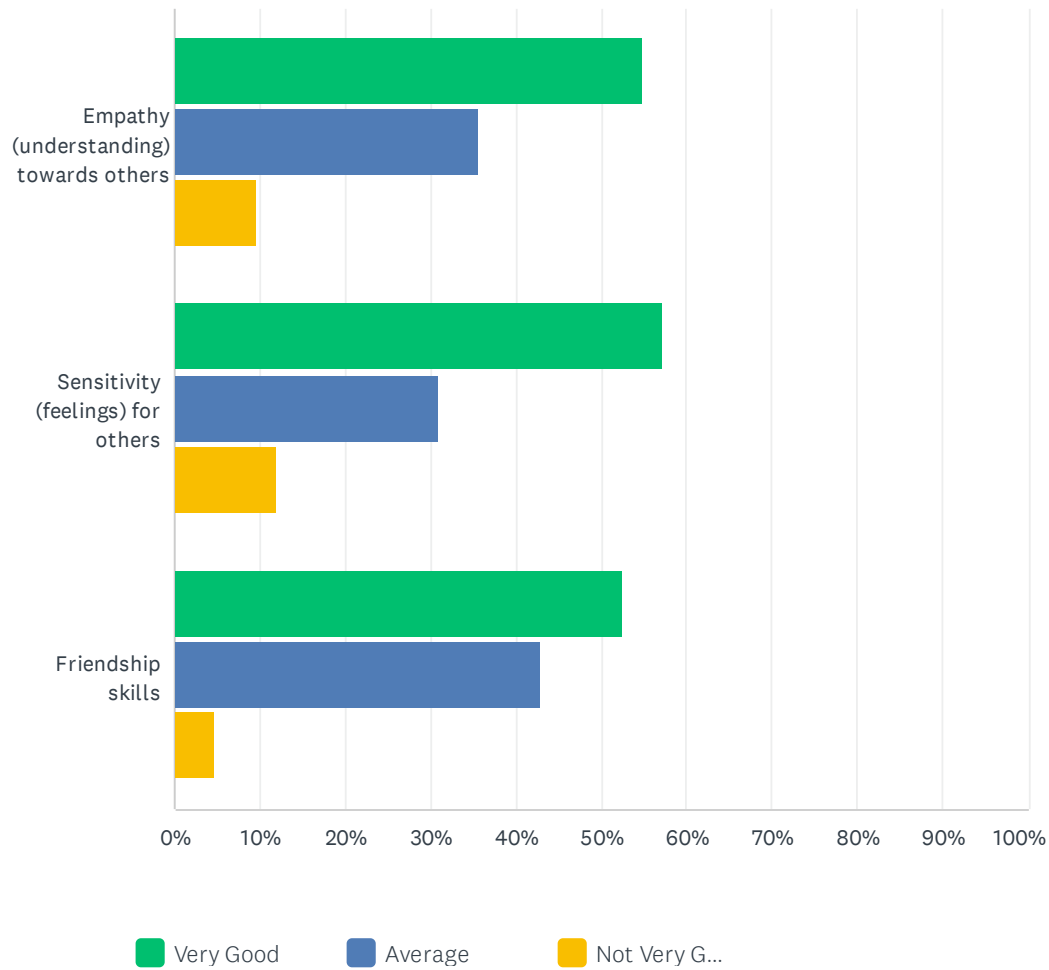
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes, often	64.29%	27
Sometimes	30.95%	13
No, not often	4.76%	2
<b>TOTAL</b>		<b>42</b>

## Q38 How would you rate yourself on the following?

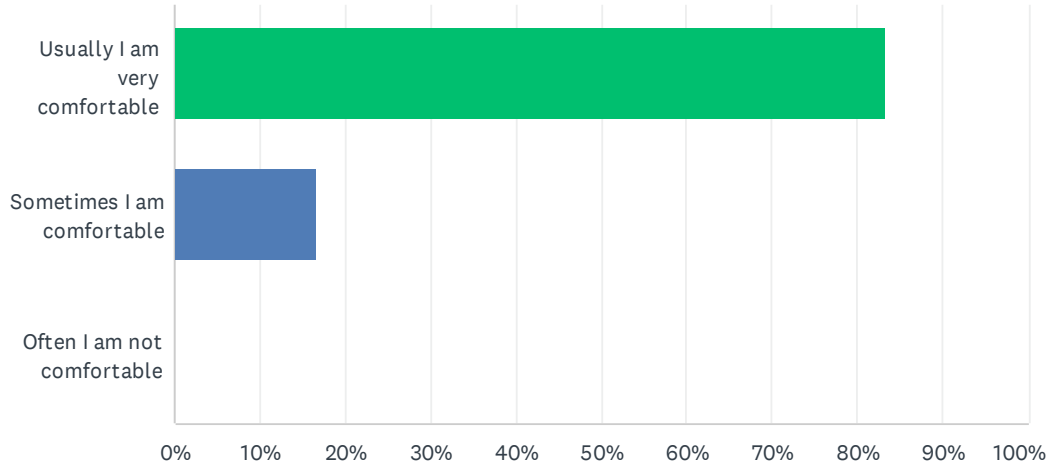
Answered: 42 Skipped: 0



	VERY GOOD	AVERAGE	NOT VERY GOOD	TOTAL
Empathy (understanding) towards others	54.76% 23	35.71% 15	9.52% 4	42
Sensitivity (feelings) for others	57.14% 24	30.95% 13	11.90% 5	42
Friendship skills	52.38% 22	42.86% 18	4.76% 2	42

### Q39 How comfortable are you with people of different cultural, racial, or ethnic backgrounds?

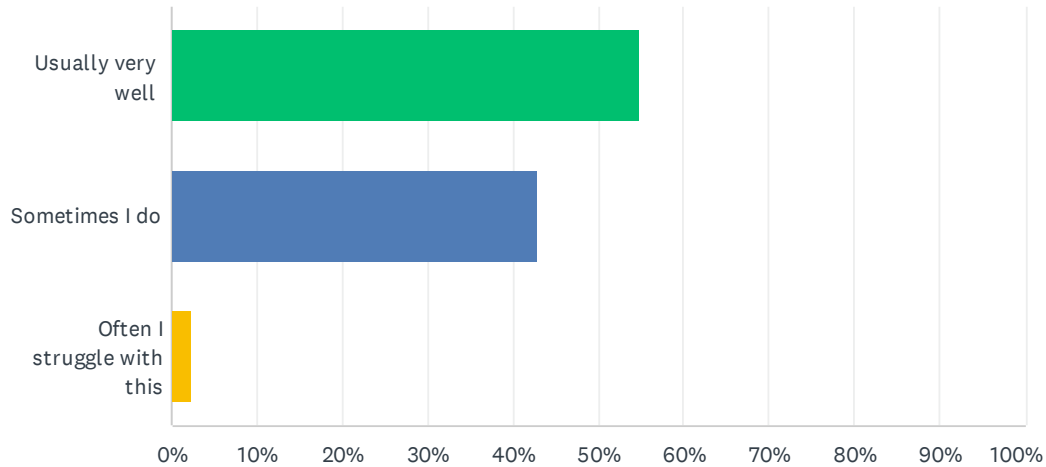
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Usually I am very comfortable	83.33%	35
Sometimes I am comfortable	16.67%	7
Often I am not comfortable	0.00%	0
<b>TOTAL</b>		<b>42</b>

## Q40 How well do you resist negative peer pressure and dangerous situations?

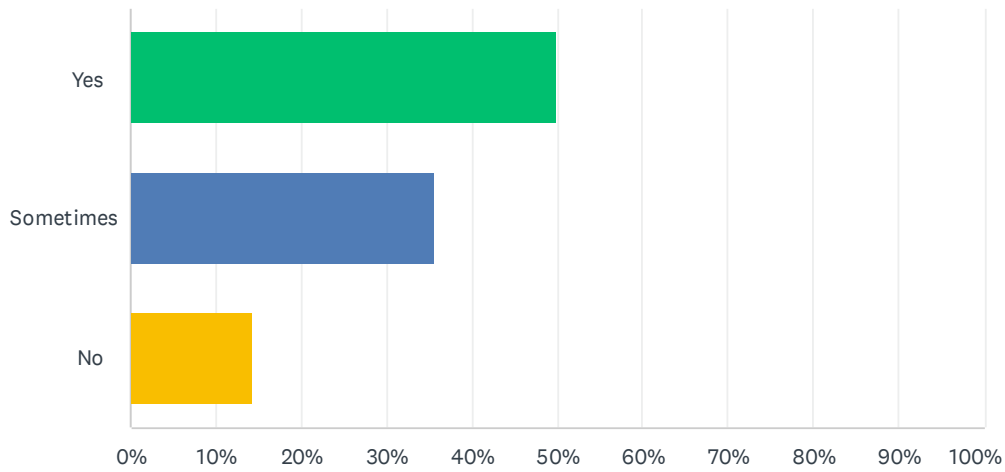
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Usually very well	54.76%	23
Sometimes I do	42.86%	18
Often I struggle with this	2.38%	1
TOTAL		42

### Q41 Do you seek to resolve conflict nonviolently (no physical harm)?

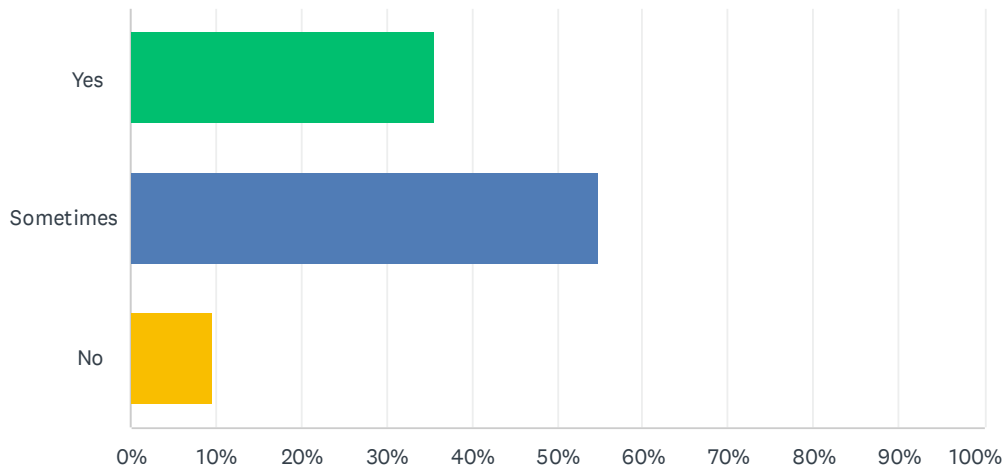
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	50.00%	21
Sometimes	35.71%	15
No	14.29%	6
<b>TOTAL</b>		<b>42</b>

## Q42 Do you feel you have control over "things that happen to me?"

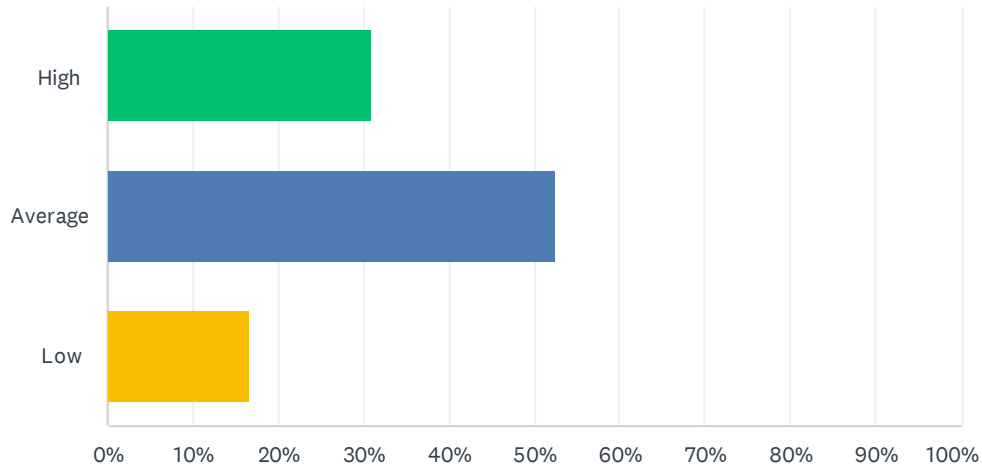
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	35.71%	15
Sometimes	54.76%	23
No	9.52%	4
<b>TOTAL</b>		<b>42</b>

### Q43 How would you rate yourself on your self-esteem (confidence, self-respect)?

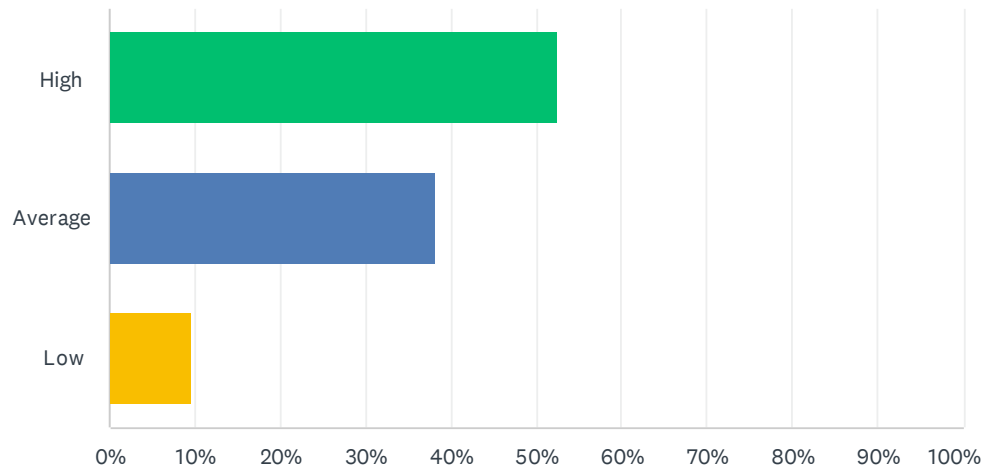
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
High	30.95%	13
Average	52.38%	22
Low	16.67%	7
TOTAL		42

### Q44 How would you rate yourself on feeling that "my life has purpose?"

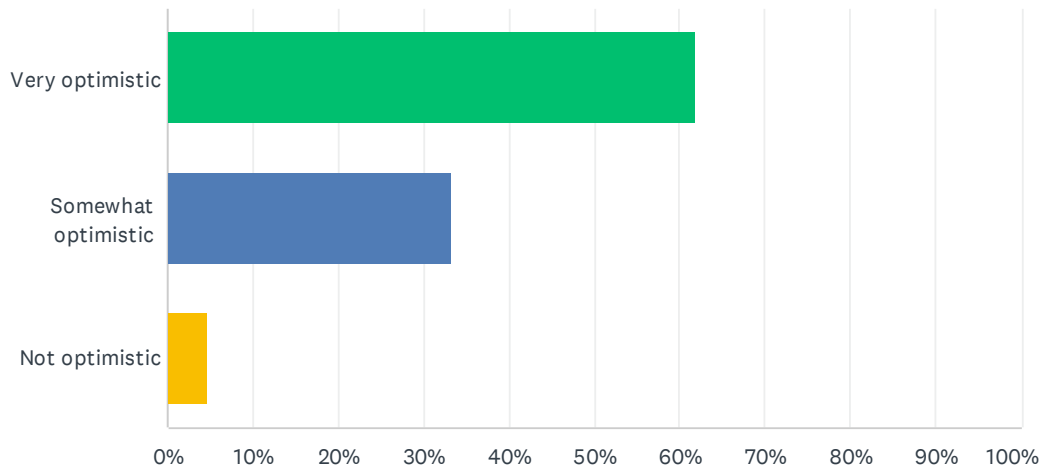
Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
High	52.38%	22
Average	38.10%	16
Low	9.52%	4
<b>TOTAL</b>		<b>42</b>

## Q45 How optimistic (hopeful) are you about your personal future?

Answered: 42 Skipped: 0



ANSWER CHOICES	RESPONSES	
Very optimistic	61.90%	26
Somewhat optimistic	33.33%	14
Not optimistic	4.76%	2
<b>TOTAL</b>		<b>42</b>

## Q46 What is something you feel you are good at or enjoy doing in your free time?

Answered: 40 Skipped: 2

#	RESPONSES	DATE
1	Work	9/26/2024 8:10 AM
2	Helping my friends out with homework or helping my family out with house chores	9/25/2024 12:19 PM
3	Being by myself.	9/25/2024 9:29 AM
4	I like to do nothing in my free time.	9/24/2024 10:30 AM
5	Video games	9/24/2024 9:05 AM
6	Sports	9/24/2024 8:49 AM
7	I enjoy reading in my free time.	9/23/2024 7:23 PM
8	Anything music related	9/23/2024 3:32 AM
9	Weight room, reading chapter books, video games, loving my pets, hanging with friends.	9/20/2024 2:53 PM
10	Taking pictures	9/20/2024 2:35 PM
11	Tattooing	9/20/2024 2:33 PM
12	Cry	9/20/2024 2:27 PM
13	Hanging with the people I love	9/20/2024 2:26 PM
14	Hunting	9/18/2024 12:27 PM
15	I like disc golf a lot and enjoy playing with my friends.	9/18/2024 10:32 AM
16	I enjoy the game of football and the relationships that I have with the team	9/18/2024 8:27 AM
17	I'm not sure.	9/17/2024 8:56 PM
18	Art/sketching, golf, being a good friend/sibling, school, etc	9/17/2024 8:06 PM
19	Art/sketching, golf, being a good friend/sibling, school, etc	9/17/2024 8:06 PM
20	Football	9/17/2024 2:50 PM
21	Football	9/17/2024 2:14 PM
22	I love to draw during my free time.	9/17/2024 1:58 PM
23	Playing sports	9/17/2024 1:39 PM
24	I enjoy hanging out with friends and family on weekends.	9/17/2024 1:17 PM
25	Wrestling	9/17/2024 12:46 PM
26	I think reading because I do that a lot.	9/17/2024 12:03 PM
27	Trapping	9/17/2024 11:55 AM
28	Talking to my friends or listening to music	9/17/2024 11:53 AM
29	Reading	9/17/2024 11:42 AM
30	PAINTING	9/17/2024 11:27 AM
31	Sports	9/17/2024 11:24 AM

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32	Reading, painting, taking pictures	9/17/2024 11:13 AM
33	Video games, drawing, and coloring. - A.s	9/17/2024 11:10 AM
34	I enjoy watching movies	9/17/2024 11:00 AM
35	Reading, playing the piano, talking to family	9/17/2024 10:57 AM
36	I enjoys sleeping and working	9/17/2024 10:56 AM
37	Working	9/17/2024 10:55 AM
38	Listen to music or sports	9/17/2024 10:53 AM
39	Sports	9/17/2024 10:48 AM
40	Football	9/17/2024 10:48 AM

NRCSA Members,

During the recent special session LB34 created a new property tax credit to be taken directly off of the 2024 property tax statements. It also eliminated the LB1107, the Nebraska Property Tax Incentive Act, credits that came off of a tax payers income tax statement if they applied for them. The income tax credits were eliminated as of January 1, 2024 so any property taxes paid in 2024 will not receive a credit.

The attached spreadsheet shows 4 examples of how these past credits and the recent transition will effect 4 different ways a person paid their property taxes.

Example A (paying in December) and Example B (paying the following year) appear to receive the same amount of credits no matter when they paid. The only difference would be that the amount of school property taxes may change from year to year. They both received 91.3% of credits.

Example C is a taxpayer who started out paying in December and then for the 2023 tax statement decided to pay in 2024, the following year. They missed out on the credit for both the 2019 and the 2023 tax statement. They received a total of 61.3% of credits.

Example D is a taxpayer who started out paying the following year and then for the 2023 tax statement decided to pay in December of 2023. They received a credit for all 5 years for a total of 121.3% of credits.

So if taxpayers were consistent in when they paid their property taxes, then both Example A and Example B ended up with a credit of 91.3%. A received credits on tax statements 2020-2023 while B received credits on tax statements 2019 to 2022. And yes, the amount paid over those 4 years were probably slightly different but probably averaged out over time since Foundation Aid had a major impact during this time period.

Example C taxpayer got shorted one year and Example D taxpayer got an extra years credit. Both of these examples are not fair or equitable when compared to Examples A and B.

Also, it has been commonly reported that about 30% of taxpayers did not apply for their credits.

**So what is the solution?** The short answer is that there probably isn't a fair and equitable solution. This issue is too complicated for most people, including myself, to fully understand. But here are a few thoughts.

The LB1107 credits should have been based off of the property tax statement year and not on the year they were paid. At my request, Sen. Brandt introduced LB524 in January 2021. It was co-sponsored by Sen's. Kolterman, Stinner and Williams. LB524 would have partially fixed the problem by allowing 2019 property taxes paid in December of 2019 to receive the property tax credit as if paid in 2020. The bill should have gone another step farther and stated that all credits going forward should be based on the property tax year, not the year in which they were paid. We had that amendment ready to go. The Revenue Committee Chair, Sen. Linehan, did not like this bill and never let it out of committee. She felt that taxpayers would be able to "double dip" under this scenario. She was wrong. If the bill would have made it to the floor and then amended for credits to be based on the property tax year, then we would not be in the mess we are now.

But now we have Example D where a taxpayer has been able to "double dip" by taking a property tax credit in 5 out of 5 years vs most of us only getting the credit in 4 out of 5 years (Examples A and B).

So the simplest solution might be to introduce legislation stating that any taxpayer who received property tax credits on all 5 property tax statements paid from 2019 to 2023, would need to refund the 2023 property tax statement credits. This would eliminate the "double dipping".

Beyond that it gets more complicated. If you allow the Example C taxpayer to collect a fourth credit then that would seem to open up the door for all property owners who did not apply for the credit to be able to go back and claim those credits. A very rough estimate would suggest this would cost the state about \$500M which it doesn't have.

So here is where we are at today. If LB34 would have allowed for an income tax credit for 2023 property taxes paid in 2024, it would have potentially cost up to \$560M. But the legislature chose to put those \$560M of credits (plus another \$190M of credits) as a direct credit onto the 2024 property tax statement which will come out in December of this year. So instead of receiving an income tax credit in early 2025 when you file your 2024 income taxes, you will receive the credit when paying your 2024 property taxes in 2025.

I hope this helps. It is a complicated issue that could have been fixed back in January of 2021. Please contact me if you have any questions or comments. I would appreciate another perspective.

Thanks,

Dave Welsch, Board President Milford Public Schools  
146 Co. Rd. 1900  
Milford, NE 68405  
402-826-9691  
[dwelsch@westbluefarm.com](mailto:dwelsch@westbluefarm.com)

**Property Taxes Paid in December of Tax Statement Year**

**Example A**

	2019 Property Tax Statement	2020 Property Tax Statement	2021 Property Tax Statement	2022 Property Tax Statement	2023 Property Tax Statement	2024 Property Tax Statement	Total % of Credits
Paid in December of Statement Year	Paid 2019 =0%	Paid 2020 =6%	Paid 2021 =25.3%	Paid 2022 =30%	Paid 2023 =30%	Paid 2024	91.3%
Paid in May / September of following year							
Year Income Tax Credit Taken	Didn't Qualify @ 6%	2021	2022	2023	2024		
Year Tax Statement Credit Taken						2024	

**Property Taxes Paid by May / September of Year following Tax Statement Year**

**Example B**

	2019 Property Tax Statement	2020 Property Tax Statement	2021 Property Tax Statement	2022 Property Tax Statement	2023 Property Tax Statement	2024 Property Tax Statement	Total % of Credits Taken
Paid in December of Statement Year							
Paid in May / September of following year	Paid 2020 =6%	Paid 2021 =25.3%	Paid 2022 =30%	Paid 2023 =30%	Paid 2024 =0%	Paid 2025	91.3%
Year Income Tax Credit Taken	2021	2022	2023	2024	Didn't Qualify @ 30%		
Year Tax Statement Credit Taken						2025	

**Net result for both property owners from 2019 to 2023 PT Statements: 5 property tax statements paid and 4 property tax credits received. Both property owners, no matter when they paid, received 91.3% of credits.**

**Property Taxes Paid in December of Tax Statement Years 2019 to 2022 then in 2023 switched to May/Sept.**

**Example C**

	2019 Property Tax Statement	2020 Property Tax Statement	2021 Property Tax Statement	2022 Property Tax Statement	2023 Property Tax Statement	2024 Property Tax Statement	Total % of Credits Taken
Paid in December of Statement Year	Paid 2019	Paid 2020 =6%	Paid 2021 =25.3%	Paid 2022 =30%		Paid 2024	61.3%
Paid in May / September of following year					Paid 2024		
Year Income Tax Credit Taken	Didn't Qualify @ 6%	2021	2022	2023	Didn't Qualify @ 30%		
Year Tax Statement Credit Taken						2024	

**Property Taxes Paid by May / September of Year following Tax Statement Years 2019 to 2022 then switched to December in 2023.**

**Example D**

	2019 Property Tax Statement	2020 Property Tax Statement	2021 Property Tax Statement	2022 Property Tax Statement	2023 Property Tax Statement	2024 Property Tax Statement	Total % of Credits Taken
Paid in December of Statement Year					Paid 2023 =30%		
Paid in May / September of following year	Paid 2020 =6%	Paid 2021 =25.3%	Paid 2022 =30%	Paid 2023 =30%		Paid 2025	121.3%
Year Income Tax Credit Taken	2021	2022	2023	2024			
Year Tax Statement Credit Taken					2024	2025	

Example C property owner had 5 property tax statements (2019-2023) paid but only received credit on 3 of them for a total of 61.3% of credits.  
 Example D property owner had 5 property tax statements (2019-2023) paid and received credit on all 5 of them for a total of 121.3% of credits.

**Mr. Rother**  
**October 2024**  
**Superintendent & Tecumseh Site Elementary Board Report**

- September Thunderbirds of the Month
  - Kindergarten - Charlie Dickson, Leena Dinan, Norah McCoppin, Vanessa Sterup, Brylee Dinan, Aaliyah Fawley, Graham Gist
  - 1st - David Shirley, Izzabella Brown, Emmalynn Blecha, Henry Rolf, Hazel Whited, Beckett Gist, Dalary Zepeda, Merida Britt, Brock Schultz, Robin Jaquez
  - 2nd - Penny Barnes, Victoria Chavez Acosta, Aurora VanLaningham, Owen Bowman, Beau Lada Brayden Cramer, Wren Bischoff, Arabella Dady, Emry Francis, Noah Lehn
  - 3rd - Sophia Fazel, Cooper Kuhl, Baeley Neemann, Tucker Helmick, Shaylee Hartman, Dawson Beethe, Mateo Campos, Shelby Rothfuss, Connor Mecham, Allura Bruely



- The new elementary playground merry-go-round has been delivered. We are now waiting on assembly and installation.
- The ESU4 Superintendents Meeting was held at JCC on September 18. This is general discussion pertaining to the state of our schools.
- JCC Hosted the ESU4 Principals Cadre on Tuesday, October 1. Four principals and one ESU4 professional joined in discussion, scenarios and a tour of the Tecumseh Site facilities.

- Parent-Teacher conferences were on Monday, October 7. Grades PK-3 had 88% attendance.
- The Tecumseh Site Elementary received \$500 in donations through JCC's PTO from Brinkman's in Tecumseh to spend on playground supplies.



- On September 26, I met with Marvin Planning Consultants. They are helping Johnson County with their 20 year Comprehensive Plan. They simply wanted information on the status of the school district and the district's plans for the future. They also asked for help in pushing out a survey, which I did using our Remind system.
- JCC will be implementing Safe2Help. This program is an anonymous reporting system for students/families to report any threats or issues pertaining to self harm. This program is implemented in conjunction with the Johnson County Sheriff's Department and Boys Town.

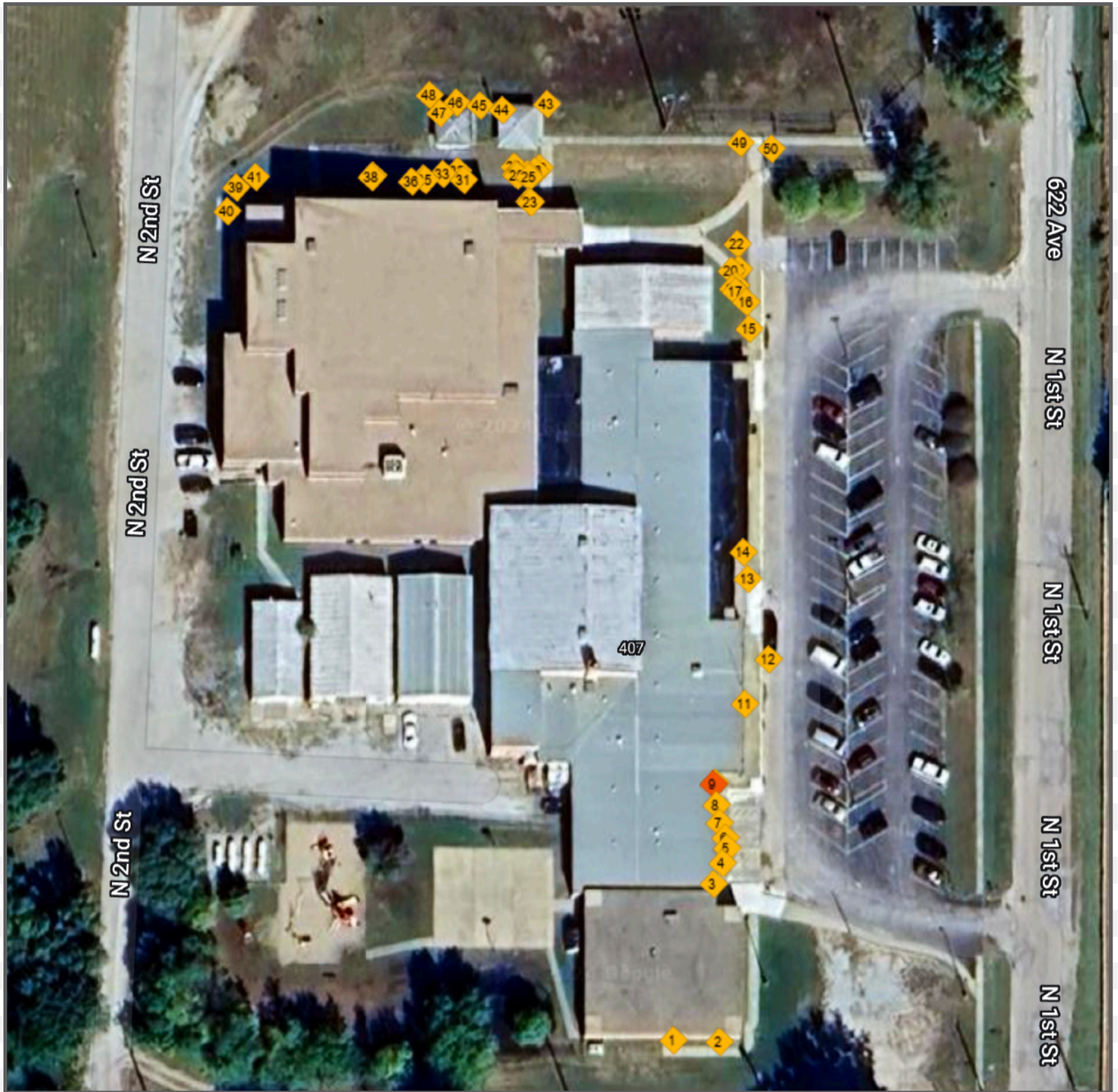
Johnson County School District  
 358 N 6th St  
 Tecumseh, NE 68450  
 Contact: Jon Rother  
 402-921-0787



Northland PCC, Inc.  
 16512 10th Street NE  
 New London, MN 56273  
 Main Office: 320-354-2100  
 Justin Kuta: 402-650-9190

• Cook Schools •

No.	High	Low	Lineal Ft	Location	Repair	Inch Ft	Notes
1	1.125	0.875	6.0	407 N 1st St	entry	6.00	S walk
2	0.500	0.500	5.0	407 N 1st St	joint	2.50	S walk
3	0.500	0.000	4.0	407 N 1st St	entry	1.00	Front walk door 2
4	0.500	0.000	3.0	407 N 1st St	joint	0.75	Front walk
5	1.125	0.750	4.0	407 N 1st St	ramp	3.75	Front walk
6	1.125	1.125	6.0	407 N 1st St	ramp	6.75	Front walk
7	0.875	0.750	6.0	407 N 1st St	ramp	4.88	Front walk
8	1.000	0.625	6.0	407 N 1st St	ramp	4.88	Front walk
9					Replace		Front walk
10	0.750	0.625	6.0	407 N 1st St	ramp	4.13	Front walk
11	0.375	0.000	5.0	407 N 1st St	joint	0.94	Front walk
12	0.375	0.000	4.0	407 N 1st St	joint	0.75	Front walk
13	0.500	0.500	4.0	407 N 1st St	ramp	2.00	Front walk
14	0.500	0.250	3.0	407 N 1st St	joint	1.13	Front walk
15	0.375	0.375	4.0	407 N 1st St	joint	1.50	Front walk
16	0.500	0.125	4.0	407 N 1st St	joint	1.25	Front walk
17	0.500	0.000	3.0	407 N 1st St	joint	0.75	Front walk
18	0.500	0.000	4.0	407 N 1st St	joint	1.00	Front walk
19	0.500	0.375	5.0	407 N 1st St	joint	2.19	Front walk
20	0.375	0.000	1.0	407 N 1st St	x cut	0.19	Front walk
21	0.375	0.000	2.0	407 N 1st St	x cut	0.38	Front walk
22	0.500	0.500	6.0	407 N 1st St	joint	3.00	Front walk
23	0.500	0.125	5.0	407 N 1st St	entry	1.56	N walk door 15
24	0.625	0.375	2.0	407 N 1st St	crack	1.00	N walk door 15
25	0.500	0.000	3.0	407 N 1st St	joint	0.75	N walk
26	0.375	0.000	2.0	407 N 1st St	x cut	0.38	N walk
27	0.500	0.000	6.0	407 N 1st St	joint	1.50	N walk
28	0.500	0.000	2.0	407 N 1st St	joint	0.50	N walk
29	0.625	0.375	4.0	407 N 1st St	joint	2.00	N walk
30	0.375	0.000	3.0	407 N 1st St	joint	0.56	N walk
31	0.500	0.375	4.0	407 N 1st St	joint	1.75	N walk
32	0.500	0.375	4.0	407 N 1st St	joint	1.75	N walk
33	0.500	0.375	4.0	407 N 1st St	joint	1.75	N walk
34	0.500	0.125	4.0	407 N 1st St	joint	1.25	N walk
35	0.375	0.375	4.0	407 N 1st St	joint	1.50	N walk
36	0.375	0.375	4.0	407 N 1st St	joint	1.50	N walk
37	0.500	0.125	4.0	407 N 1st St	joint	1.25	N walk
38	0.500	0.500	4.0	407 N 1st St	joint	2.00	N walk
39	0.500	0.000	4.0	407 N 1st St	entry	1.00	N walk
40	0.750	0.625	7.0	407 N 1st St	entry	4.81	N walk
41	0.875	0.000	6.0	407 N 1st St	entry	2.63	N walk TA
42	0.625	0.000	3.0	407 N 1st St	joint	0.94	N walk
43	0.500	0.500	5.0	407 N 1st St	joint	2.50	Upper ball field walk
44	1.500	1.000	6.0	407 N 1st St	entry	7.50	Upper ball field walk
45	0.500	0.250	4.0	407 N 1st St	entry	1.50	Upper ball field walk
46	0.750	0.000	3.0	407 N 1st St	joint	1.13	Upper ball field walk
47	0.500	0.125	4.0	407 N 1st St	joint	1.25	Upper ball field walk
48	0.750	0.750	4.0	407 N 1st St	entry	3.00	Upper ball field walk TA
49	0.625	0.375	4.0	407 N 1st St	joint	2.00	Upper ball field walk
50	0.500	0.000	4.0	407 N 1st St	ramp	1.00	Lower walk



204.0

99.94

**TOTAL PROJECT COST:**

**\$4,797.00**

*Assumes project completion in 2024. All quotes expire at year-end.*

Johnson County School District  
 358 N 6th St  
 Tecumseh, NE 68450  
 Contact: Jon Rother  
 402-921-0787



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• Tecumseh Curbs •

No.	High	Low	Lineal Ft	Location	Repair	Inch Ft	Notes
36	0.625	0.625	16.0	See Notes	curb	10.00	Front outer walk
44	0.625	0.625	80.0	See Notes	curb	50.00	Front outer walk
46	0.625	0.625	19.0	See Notes	curb	11.88	Front inner walk
82	0.625	0.625	41.0	See Notes	curb	25.63	Middle inner walk
99	0.625	0.625	16.0	See Notes	curb	10.00	Middle inner walk
100	0.625	0.625	44.0	See Notes	curb	27.50	Middle inner walk cross st
105	0.625	0.625	72.0	See Notes	curb	45.00	Front walk
109	0.625	0.625	34.0	See Notes	curb	21.25	Front walk



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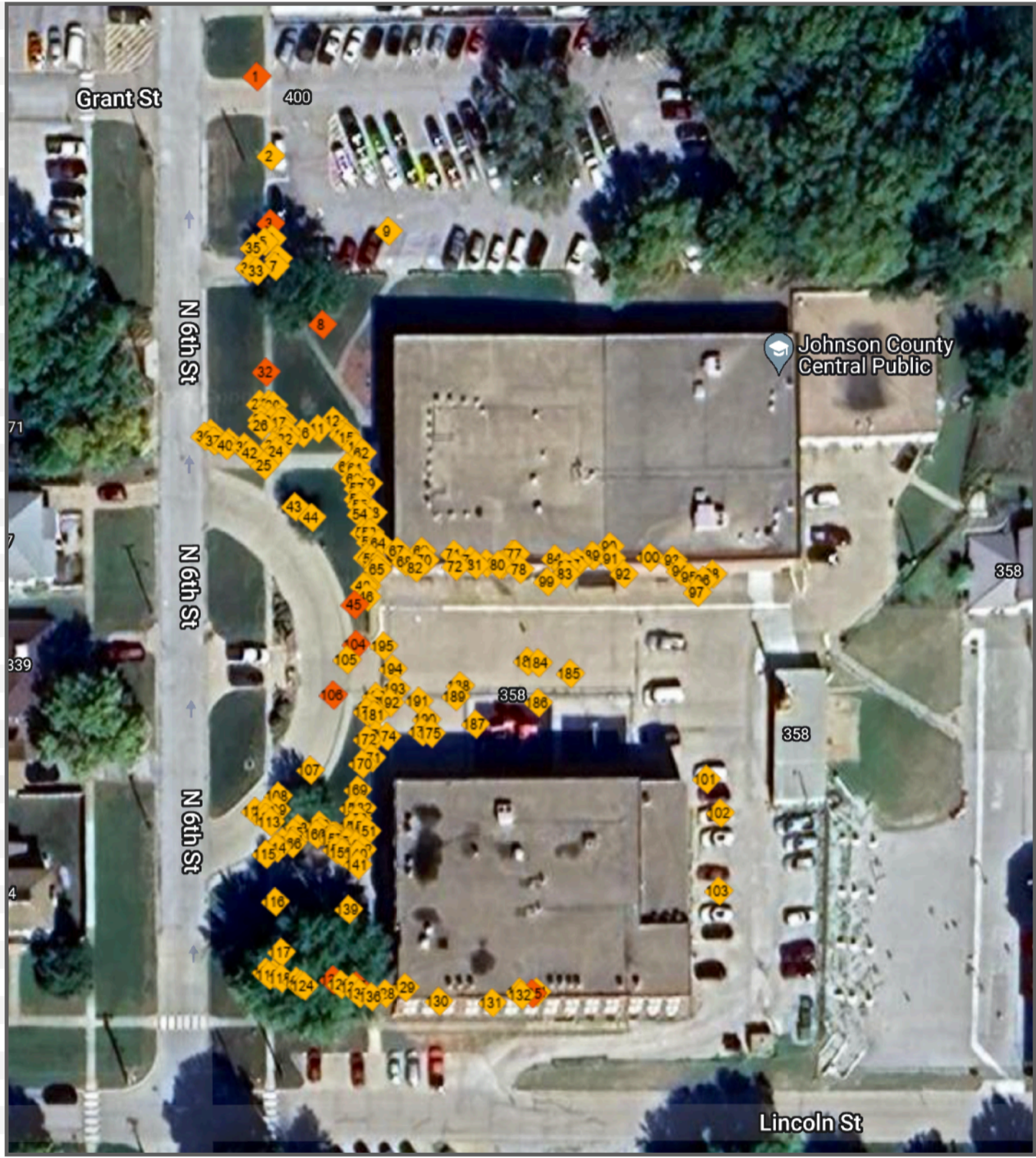
• Tecumseh Walks •

No.	High	Low	Lineal Ft	Location	Repair	Inch Ft	Notes
1					Replace		Front outer walk 5 panels
2	0.500	0.375	4.0	See Notes	joint	1.75	Front outer walk
3					Replace		Front outer walk 2 panels
4	0.500	0.500	6.0	See Notes	joint	3.00	Front outer walk
5	0.500	0.000	2.0	See Notes	joint	0.50	Front outer walk
6	0.375	0.250	1.0	See Notes	joint	0.31	Front outer walk
7	0.500	0.125	4.0	See Notes	joint	1.25	Inner walk to school
8					Replace		Inner walk to school 2 panels
9	1.125	0.500	11.0	See Notes	joint	8.94	Inner walk to parking TA
10	0.500	0.250	7.0	See Notes	entry	2.63	School walk ent
11	1.250	0.500	4.0	See Notes	entry	3.50	School walk ent
12	0.750	0.250	7.0	See Notes	entry	3.50	School walk ent
13	0.375	0.125	4.0	See Notes	joint	1.00	School walk ent
14	1.125	0.750	4.0	See Notes	entry	3.75	School walk ent
15	0.750	0.375	8.0	See Notes	entry	4.50	School walk ent
16	0.500	0.000	6.0	See Notes	joint	1.50	Front outer walk
17	0.875	0.500	4.0	See Notes	joint	2.75	Front outer walk
18	0.375	0.250	2.0	See Notes	crack	0.63	Front outer walk
19	0.750	0.000	5.0	See Notes	joint	1.88	Front outer walk
20	0.500	0.250	6.0	See Notes	joint	2.25	Front outer walk
21	0.750	0.625	4.0	See Notes	joint	2.75	Front outer walk
22	0.625	0.125	6.0	See Notes	joint	2.25	Front outer walk
23	1.125	0.000	4.0	See Notes	ramp	2.25	Front outer walk
24	1.125	0.000	4.0	See Notes	joint	2.25	Front outer walk
25	0.375	0.250	5.0	See Notes	ramp	1.56	Front outer walk
26	0.750	0.375	6.0	See Notes	joint	3.38	Front outer walk
27	0.375	0.000	3.0	See Notes	joint	0.56	Front outer walk
28	0.375	0.000	3.0	See Notes	joint	0.56	Front outer walk
29	0.500	0.500	4.0	See Notes	joint	2.00	Front outer walk
30	0.500	0.250	4.0	See Notes	joint	1.50	Front outer walk
31	0.625	0.625	4.0	See Notes	joint	2.50	Front outer walk
32					Replace		Front outer walk 8 panels
33	0.375	0.000	2.0	See Notes	x cut	0.38	Front outer walk
34	0.500	0.000	2.0	See Notes	x cut	0.50	Front outer walk
35	0.625	0.000	4.0	See Notes	joint	1.25	Front outer walk TA
36				Curb Quoted Separately			Front outer walk
37	0.500	0.000	3.0	See Notes	x cut	0.75	Front outer walk
38	0.500	0.000	2.0	See Notes	x cut	0.50	Front outer walk
39	0.375	0.000	2.0	See Notes	x cut	0.38	Front outer walk
40	0.500	0.000	2.0	See Notes	x cut	0.50	Front outer walk
41	0.375	0.125	4.0	See Notes	joint	1.00	Front outer walk
42	0.500	0.000	4.0	See Notes	joint	1.00	Front outer walk
43	0.500	0.000	3.0	See Notes	joint	0.75	Front outer walk
44				Curb Quoted Separately			Front outer walk
45					Replace		Front outer walk
46				Curb Quoted Separately			Front inner walk
47	0.500	0.000	2.0	See Notes	crack	0.50	Front inner walk
48	0.500	0.250	5.0	See Notes	joint	1.88	Front inner walk
49	0.625	0.000	4.0	See Notes	joint	1.25	Front inner walk
50	0.875	0.000	4.0	See Notes	joint	1.75	Front inner walk
51	0.875	0.250	9.0	See Notes	joint	5.06	Front inner walk
52	0.750	0.250	6.0	See Notes	joint	3.00	Front inner walk
53	0.625	0.500	5.0	See Notes	joint	2.81	Front inner walk
54	0.500	0.500	5.0	See Notes	joint	2.50	Front inner walk

55	1.250	0.625	6.0	See Notes	joint	5.63	Front inner walk
56	0.750	0.000	5.0	See Notes	joint	1.88	Front inner walk
57	0.875	0.125	5.0	See Notes	joint	2.50	Front inner walk
58	0.375	0.125	5.0	See Notes	joint	1.25	Front inner walk
59	1.125	0.250	4.0	See Notes	ramp	2.75	Front inner walk
60	0.625	0.250	5.0	See Notes	joint	2.19	Front inner walk
61	0.750	0.500	5.0	See Notes	joint	3.13	Front inner walk
62	1.000	0.625	5.0	See Notes	joint	4.06	Front inner walk
63	0.500	0.000	3.0	See Notes	joint	0.75	Front inner walk TA
64	0.500	0.250	4.0	See Notes	joint	1.50	Front inner walk
65	0.875	0.000	5.0	See Notes	joint	2.19	Front inner walk
66	1.250	1.000	6.0	See Notes	joint	6.75	Middle inner walk
67	0.875	0.875	7.0	See Notes	joint	6.13	Middle inner walk
68	0.875	0.875	6.0	See Notes	joint	5.25	Middle inner walk
69	0.750	0.500	4.0	See Notes	joint	2.50	Middle inner walk
70	0.500	0.125	4.0	See Notes	joint	1.25	Middle inner walk
71	0.500	0.250	3.0	See Notes	joint	1.13	Middle inner walk
72	0.625	0.500	8.0	See Notes	joint	4.50	Middle inner walk
73	0.875	0.875	6.0	See Notes	joint	5.25	Middle inner walk
74	0.875	0.625	6.0	See Notes	joint	4.50	Middle inner walk
75	0.875	0.375	7.0	See Notes	joint	4.38	Middle inner walk
76	1.000	0.250	10.0	See Notes	joint	6.25	Middle inner walk
77	0.875	0.000	6.0	See Notes	joint	2.63	Middle inner walk
78	0.750	0.000	4.0	See Notes	x cut	1.50	Middle inner walk
79	0.500	0.000	2.0	See Notes	x cut	0.50	Middle inner walk
80	0.500	0.125	6.0	See Notes	joint	1.88	Middle inner walk
81	0.375	0.000	3.0	See Notes	joint	0.56	Middle inner walk
82				Curb Quoted Separately			Middle inner walk
83	0.375	0.000	3.0	See Notes	x cut	0.56	Middle inner walk
84	0.375	0.000	3.0	See Notes	x cut	0.56	Middle inner walk
85	0.625	0.500	6.0	See Notes	entry	3.38	Middle inner walk
86	0.625	0.125	4.0	See Notes	entry	1.50	Middle inner walk
87	0.750	0.625	6.0	See Notes	entry	4.13	Middle inner walk
88	0.750	0.125	5.0	See Notes	entry	2.19	Middle inner walk
89	0.500	0.250	5.0	See Notes	entry	1.88	Middle inner walk
90	0.625	0.375	6.0	See Notes	entry	3.00	Middle inner walk
91	0.500	0.125	7.0	See Notes	joint	2.19	Middle inner walk
92	0.500	0.125	7.0	See Notes	joint	2.19	Middle inner walk
93	0.500	0.125	8.0	See Notes	joint	2.50	Middle inner walk
94	0.500	0.500	7.0	See Notes	joint	3.50	Middle inner walk
95	0.625	0.500	7.0	See Notes	joint	3.94	Middle inner walk
96	1.125	1.125	12.0	See Notes	joint	13.50	Middle inner walk
97	0.500	0.000	5.0	See Notes	crack	1.25	Middle inner walk
98	0.500	0.000	4.0	See Notes	joint	1.00	Middle inner walk
99				Curb Quoted Separately			Middle inner walk
100				Curb Quoted Separately			Middle inner walk cross st
101	0.625	0.125	3.0	See Notes	entry	1.13	Next bldg rear walk
102	0.375	0.000	2.0	See Notes	joint	0.38	rear walk
103	0.500	0.375	3.0	See Notes	crack	1.31	rear walk TA
104					Replace		Front walk
105				Curb Quoted Separately			Front walk
106					Replace		Front walk
107	0.500	0.000	3.0	See Notes	joint	0.75	Front walk
108	1.125	0.875	6.0	See Notes	ramp	6.00	Front walk
109				Curb Quoted Separately			Front walk
110	0.500	0.000	4.0	See Notes	joint	1.00	Front walk
111	0.375	0.000	4.0	See Notes	joint	0.75	Front walk
112	1.125	0.000	5.0	See Notes	joint	2.81	Front walk
113	0.625	0.000	4.0	See Notes	joint	1.25	Front walk
114	0.375	0.000	2.0	See Notes	x cut	0.38	Front walk
115	0.375	0.000	2.0	See Notes	x cut	0.38	Front walk
116	0.375	0.000	3.0	See Notes	joint	0.56	Front walk
117	0.625	0.250	4.0	See Notes	joint	1.75	Front walk
118	1.000	0.500	4.0	See Notes	joint	3.00	Front walk
119	0.500	0.000	2.0	See Notes	x cut	0.50	Front walk
120	0.500	0.000	2.0	See Notes	x cut	0.50	Front walk
121	0.500	0.125	4.0	See Notes	joint	1.25	Front walk

122	0.375	0.125	4.0	See Notes	joint	1.00	S walk
123	0.500	0.000	3.0	See Notes	crack	0.75	S walk
124	0.500	0.375	4.0	See Notes	joint	1.75	S walk
125					Replace		S walk
126	0.375	0.125	4.0	See Notes	joint	1.00	S walk
127					Replace		S walk
128	0.500	0.375	4.0	See Notes	joint	1.75	S walk
129	0.500	0.125	4.0	See Notes	joint	1.25	S walk
130	0.375	0.125	4.0	See Notes	joint	1.00	S walk
131	0.875	0.375	4.0	See Notes	joint	2.50	S walk
132	1.250	1.000	4.0	See Notes	joint	4.50	S walk
133	0.750	0.125	4.0	See Notes	joint	1.75	S walk
134	0.625	0.375	4.0	See Notes	joint	2.00	S walk
135					Replace		S walk 5 panels TA
136	0.875	0.750	2.0	See Notes	joint	1.63	Front walk
137	0.750	0.500	2.0	See Notes	joint	1.25	Front walk
138	0.625	0.500	4.0	See Notes	joint	2.25	Front walk
139	0.375	0.125	2.0	See Notes	joint	0.50	Front walk
140	0.500	0.125	5.0	See Notes	entry	1.56	Front walk
141	0.750	0.375	5.0	See Notes	entry	2.81	Front walk
142	0.500	0.500	3.0	See Notes	entry	1.50	Front walk
143	0.375	0.125	6.0	See Notes	entry	1.50	Front walk
144	0.875	0.875	2.0	See Notes	entry	1.75	Front walk
145	0.625	0.250	5.0	See Notes	entry	2.19	Front walk
146	0.500	0.375	5.0	See Notes	joint	2.19	Front walk
147	0.500	0.250	5.0	See Notes	joint	1.88	Front walk
148	1.125	0.625	5.0	See Notes	joint	4.38	Front walk
149	1.000	0.500	4.0	See Notes	joint	3.00	Front walk
150	0.375	0.000	4.0	See Notes	joint	0.75	Front walk
151	0.625	0.500	5.0	See Notes	entry	2.81	Front walk
152	0.750	0.500	5.0	See Notes	joint	3.13	Front walk
153	0.500	0.500	5.0	See Notes	joint	2.50	Front walk
154	0.625	0.250	5.0	See Notes	joint	2.19	Front walk
155	1.000	0.875	3.0	See Notes	joint	2.81	Front walk
156	0.500	0.125	6.0	See Notes	joint	1.88	Front walk
157	0.500	0.375	5.0	See Notes	joint	2.19	Front walk
158	0.500	0.250	3.0	See Notes	joint	1.13	Front walk
159	0.625	0.250	5.0	See Notes	joint	2.19	Front walk
160	0.500	0.375	5.0	See Notes	joint	2.19	Front walk
161	0.500	0.250	5.0	See Notes	joint	1.88	Front walk
162	0.500	0.000	4.0	See Notes	joint	1.00	Front walk
163	0.500	0.250	5.0	See Notes	joint	1.88	Front walk
164	0.500	0.375	3.0	See Notes	joint	1.31	Front walk
165	0.875	0.000	4.0	See Notes	joint	1.75	Front walk
166	0.375	0.125	5.0	See Notes	joint	1.25	Front walk
167	0.750	0.000	2.0	See Notes	x cut	0.75	Front walk
168	0.500	0.000	3.0	See Notes	x cut	0.75	Front walk
169	0.500	0.000	5.0	See Notes	joint	1.25	Front walk
170	0.500	0.250	3.0	See Notes	joint	1.13	Front walk
171	0.625	0.000	3.0	See Notes	joint	0.94	Front walk
172	0.625	0.375	5.0	See Notes	joint	2.50	Front walk
173	0.625	0.375	3.0	See Notes	joint	1.50	Front walk
174	0.500	0.000	3.0	See Notes	joint	0.75	Front walk
175	0.625	0.375	3.0	See Notes	joint	1.50	Front walk
176	0.500	0.000	2.0	See Notes	joint	0.50	Front walk
177	0.500	0.000	3.0	See Notes	joint	0.75	Front walk
178	1.500	0.750	6.0	See Notes	joint	6.75	Front walk
179	1.125	0.250	5.0	See Notes	joint	3.44	Front walk
180	0.625	0.375	5.0	See Notes	joint	2.50	Front walk
181	0.625	0.000	2.0	See Notes	ramp	0.63	Front walk
182	0.500	0.125	3.0	See Notes	entry	0.94	Front walk
183	0.500	0.000	2.0	See Notes	joint	0.50	Play area
184	0.375	0.375	1.0	See Notes	joint	0.38	Play area
185	0.750	0.250	8.0	See Notes	joint	4.00	Play area
186	0.625	0.125	6.0	See Notes	joint	2.25	Play area
187	0.500	0.000	6.0	See Notes	joint	1.50	Play area
188	0.500	0.375	3.0	See Notes	joint	1.31	Play area

189	0.625	0.500	7.0	See Notes	joint	3.94	Play area
190	0.375	0.250	5.0	See Notes	crack	1.56	Play area
191	0.375	0.125	13.0	See Notes	joint	3.25	Play area
192	0.875	0.375	10.0	See Notes	joint	6.25	Play area
193	0.750	0.125	10.0	See Notes	crack	4.38	Play area
194	0.500	0.000	6.0	See Notes	crack	1.50	Play area
195	0.500	0.375	18.0	See Notes	joint	7.88	Play area



818.0	<b>TOTAL PROJECT COST:</b>	<b>\$18,735.00</b>
390.31	<i>Assumes project completion in 2024. All quotes expire at year-end.</i>	



# **2025 IC Bus**

**Next Gen CE Series**

**59-1X**

**Includes:**

**Safety-Star Premium Package**

**Extended Kneeroom, 78" Headroom**

**Tinted Glass, Blue Interior**

**Air-Ride Driver's Seat w/ Arm Rests**

**Cummins 240HP Engine**

**Allison 6 speed Automatic Transm.**

**36 month / 50,000 miles Extended Warranty Pkg**

**Sales Proposal For:**

**Cornhusker Int'l Stock Bus**

**Presented By:**

**CORNHUSKER INTERNATIONAL TRUCKS, INC**

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**Prepared For:**

Cornhusker Int'l Stock B  
Russ Folts  
3131 Cornhusker Hwy  
Lincoln, NE 68504-1593  
(402)331 - 8801  
Reference ID: N/A

**Presented By:**

CORNHUSKER INTERNATIONAL TRUCKS, INC  
Russell Folts  
3131 CORNHUSKER HIGHWAY  
LINCOLN NE 68504 -  
(402)466-8461

Thank you for the opportunity to provide you with the following quotation on a new IC Corporation vehicle. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**

**2025 CE SCHOOL BUS (PB110)**

<b>AXLE CONFIG:</b>	4X2
<b>APPLICATION:</b>	School Transportation
<b>MISSION</b>	
	Calc. Start / Grade Ability: 28.76% / 2.05% @ 55 MPH Calc. Geared Speed: 80.4 MPH
<b>DIMENSION:</b>	Wheelbase: 236.00, CA: N/A, Axle to Frame: 134.00
<b>ENGINE, DIESEL:</b>	{Cummins B6.7 240} EPA 2024, 240HP @ 2400 RPM, 600 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 240 Peak HP (Max), School Bus Only
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 2500 PTS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, Less PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max, School Bus
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Dana Spicer D-800F} I-Beam Type, 8,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Dana Spicer S140} Single Reduction, 19,800-lb Capacity, 190 Wheel Ends Gear Ratio: 6.14
<b>TIRE, FRONT:</b>	(2) 11R22.5 Load Range H R89 ALL POSITION (PIRELLI), 501 rev/mile, 75 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 11R22.5 Load Range H R89 CS (PIRELLI), 494 rev/mile, 75 MPH, Drive
<b>SUSPENSION, REAR, SINGLE:</b>	19,800-lb Capacity, Two Stage Vari-Rate Springs
<b>PAINT:</b>	Cab schematic 100NB Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

**Vehicle Specifications**  
**2025 CE SCHOOL BUS (PB110)**

June 07, 2024

**Description**

Base Chassis, Model CE SCHOOL BUS with 236.00 Wheelbase, N/A CA, and 134.00 Axle to Frame.

**BODY PLANS**

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BODY, BUS Conventional; **78" Headroom**, 28'11" Body Length, +9 Section Front and Rear, 59 Passenger, 236 WB

BODY PLAN, NON-SPECIAL NEEDS **Max Seat Spacing for Extended Knee Room**

**AXLE CONFIGURATION**

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AXLE CONFIGURATION {Navistar} 4x2

**ENGINE**

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ENGINE, DIESEL {Cummins B6.7 240} EPA 2024, **240HP** @ 2400 RPM, **600 lb-ft Torque** @ 1600 RPM, 2600 RPM Governed Speed, 240 Peak HP (Max), School Bus Only

EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2024

CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty

CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations

EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood

VEHICLE REGISTRATION IDENTITY ID for Other State << This new vehicle contains a non-Mitigated Legacy Engine and must be registered outside of the State of California. You may be held liable under California law for failure to properly register or otherwise failing to follow California law >>

Notes

: CANNOT BE REGISTERED IN CALIFORNIA. For vehicles that will be registered in States other than California.

RADIATOR Aluminum, 2-Row, Down Flow, Front to Back System, 640 SqIn Louvered, with 383 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler

Includes

: RADIATOR HOSES Premium, Rubber

**FAN DRIVE** {Warner Electric FC550} On/Off Type, Electronically Activated and Controlled

Includes

: FAN Nylon

AIR CLEANER Single Element, Fire Retardant Media

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

**BLOCK HEATER**, ENGINE {Phillips} 120V/750W, for Cummins ISB/B6.7 Engines

Includes

: BLOCK HEATER SOCKET Receptacle Type; Mounted in Center Through Front Bumper

**CRUISE CONTROL** Electronic

OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines

THROTTLE, HAND CONTROL Electronic

**TRANSMISSION**

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**TRANSMISSION, AUTOMATIC** {Allison 2500 PTS} 6th Generation Controls, Wide Ratio, **6-Speed with Double Overdrive**, Less PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max, School Bus

NEUTRAL AT STOP OMIT

**Description**

SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming

TRANSMISSION OIL **Synthetic**; 20 thru 28 Pints

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, for Allison 1000 & 2000 Series Transmission

**CLUTCH**

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CLUTCH Omit Item (Clutch & Control)

**REAR AXLES, SUSPENSIONS**

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**AXLE, REAR, SINGLE** {Dana Spicer S140} Single Reduction, 19,800-lb Capacity, 190 Wheel Ends . Gear Ratio: 6.14

SUSPENSION, REAR, SINGLE 19,800-lb Capacity, Two Stage Vari-Rate Springs

SHOCK ABSORBERS, REAR (2)

**FRONT AXLES**

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AXLE, FRONT NON-DRIVING {Dana Spicer D-800F} I-Beam Type, 8,000-lb Capacity

**FRONT SUSPENSIONS**

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SUSPENSION, FRONT, SPRING **Parabolic** Taper Leaf, Shackle Type, 8,000-lb Capacity, with Shock Absorbers

Includes

: SPRING PINS Rubber Bushings, Maintenance-Free

**CABS, COWLS, BODIES**

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COWL Flat Back

CAB INTERIOR TRIM Classic, for Day Cab

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

Includes

: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for

: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure or Auxiliary Air Pressure (if Air Equipped)

: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure, Primary and Secondary (if Air Equipped)

**GAUGE, DEF FLUID LEVEL**

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

HEATER

HEATER SHUT-OFF VALVES (2) **Ball Valve Type**

INSTRUMENT PANEL Wing Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

WINDSHIELD Three Piece, Bonded, with Shaded Band

WINDSHIELD WIPER BLADES **Winter Type**

**FRAMES**

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**Description**

FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield); 10.125" x 3.062" x 0.312" (257.2mm x 77.8mm x 8.0mm); 489.2" (12425mm) Maximum OAL

BUMPER, FRONT Contoured, Steel, Painted Gloss Black, Severe Duty

**Notes**

: Bumper Thickness is .25"

CROSSING GATE, FRONT Electric, Yellow Blade, Bumper Mounted

**Includes**

: CONTROL ASSEMBLY Solid State, Located Rear of Front Bumper, Heater not Required

: CROSSING GATE, FRONT Matches Contour of Bumper

CROSSMEMBER, REAR, AF (1)

TOW HOOK, FRONT (2) Frame Mounted

TOW HOOK, REAR (2) Mounted on Lower Rail Flange

WHEELBASE RANGE 236" (600cm) Only

**BRAKES**

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BRAKE SYSTEM, HYDRAULIC {Wabco} Split System, with Automatic Adjustment and Four Channel ABS

**TRACTION CONTROL, HYDRAULIC Automatic**; Hydraulic Brake System, with Electronic Stability Control

BRAKE, PARKING {Bosch} DSSA Type, 12" x 3"; for Hydraulic Brake Chassis; Foot Operated in Cab; Differential Mounted

BRAKES, FRONT {Meritor Quadraulic} Hydraulic Disc Type, with Four 70mm Diameter Pistons, 12,000-lb Capacity

DUST SHIELDS, FRONT BRAKE for Hydraulic Brakes

BRAKES, REAR {Meritor Quadraulic} Hydraulic Disc Type, with Four 70mm Diameter Pistons, 21,000-lb Capacity per Axle

DUST SHIELDS, REAR BRAKE for Hydraulic Brakes

GVWR LIMITATION FOR BUS with Hydraulic Brakes, Limited to 29,800-lbs Maximum to meet FMVSS 105 Requirements, for Conventional Bus

**PARKING BRAKE INTERLOCK Parking Brake Cannot be Released Until Ignition Switch is in "ON" Position and Service Brake Pedal is Applied, Use with Hydraulic Brake Chassis Only**

**STEERING**

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STEERING GEAR {TRW (Ross) TAS40} Power

**STEERING COLUMN Tilting**

STEERING WHEEL 4-Spoke; 18" Dia., Black

**DRIVELINES**

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DRIVELINE SYSTEM {Dana Spicer} SPL100, for 4x2/6x2

PROPSHAFT GUARD

**EXHAUST SYSTEMS**

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EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail, for Single Long Horizontal Tail Pipe

TAIL PIPE (1) Horizontal, Long, Exits Right Side Through Bumper

**Description**

**ELECTRICAL SYSTEMS**

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ELECTRICAL SYSTEM 12-Volt, Standard Equipment

**Includes**

: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel  
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever  
: MISCELLANEOUS FEATURES Modular, Loom Protected, Grommets in all Applicable Body Openings, Assembled in Computer Assisted Fixture which Verifies Continuity and Correct Assembly Prior to Installation  
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light  
: STARTER SWITCH Electric, Key Operated  
: TURN SIGNAL SWITCH Self-Cancelling with Lane Change Feature  
: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted  
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever  
: WIRING, CHASSIS Color Coded and Continuously Numbered

ALTERNATOR {Leece-Neville AVI160P2007} Brush Type, 12 Volt, 210 Amp Capacity, Pad Mount

ANTENNA Shark Fin, Roof Mounted

BATTERY BOX Steel, with **Powder Coat Sliding Tray**, 25.25" Wide, for Standard Batteries, 1-3 Battery Capacity, Mounted Left Side Behind Front Axle Perpendicular to Frame Rail

**BATTERY DISCONNECT SWITCH** {Cole-Hersee 75920-06} 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Battery Box Mounted

BATTERY SYSTEM {Fleetrite} Maintenance-Free, **(3)** 12-Volt 1980CCA Total, Top Threaded Stud

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

COLLISION MITIGATION SYSTEM Omit

HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position

HEADLIGHTS Halogen, with Daytime Running Lights, Automatic Twilight Controlled

**HEADLIGHTS ON W/WIPERS** **Headlights** Will Automatically Turn On if Windshield Wipers are Turned On

HORN, ELECTRIC (2) Trumpet Style

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

RADIO AM/FM/USB Input/Auxiliary Input, Includes Wiring and Antenna, with Public Address System

STARTING MOTOR {Mitsubishi Electric Automotive America 90P47} 12-Volt, **with Soft-Start**

TELEMATICS SYSTEM {ZONAR SYSTEMS V3} Installation Package, Less System; Includes Power Connector, J1939 Datalink Connector, Stop Arm and Entrance Door Inputs, Located Inside Dash Center Panel for Customer Installed Zonar V3 Module

TURN SIGNALS, FRONT Dual Face, **LED**, Amber/Amber, Mounted on Top of Fender, Used with Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors

**FRONT END**

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FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes

**BUG SCREEN** Mounted Behind Grille

GRILLE Molded in Black

HOOD TILT ASSIST {EASY TILT} Mechanical

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

**Description**

**SPEEDOMETER, TOOLS, MISC**

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**COMMUNICATIONS MODULE Telematics** Device with Over the Air Programming; Includes Five Year Data Plan and International 360

MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension

PAINT SCHEMATIC, PT-1 Single Color, Design 100

**Includes**

: PAINT SCHEMATIC ID LETTERS "NB"

PAINT TYPE Urethane, One or Two Colors, Other than Imron or International.

PROMOTIONAL PACKAGE **7 Year Unlimited Miles/km Warranty**, Limited Time Program **for Allison 2500 Series Transmission** on School and Commercial Buses (Supplied directly through Allison)

**FUEL TANKS**

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FUEL TANK Top Draw, Steel, Rectangular, 65 US Gal (246L), Includes Protective Cage, Mounted Between Frame Rails and Behind Rear Axle

DEF TANK 16.5 US Gal (62.5L) Capacity, Frame Mounted Outside Right Rail, Behind 0 Bow

**FUEL/WATER SEPARATOR** {Racor 400 Series,} **12 VDC Electric Heater**, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor

LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle

**WHEELS, TIRES - FRONT**

---

WHEELS, FRONT {Accuride 51408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

(2) TIRE, FRONT 11R22.5 Load Range H R89 ALL POSITION (PIRELLI), 501 rev/mile, 75 MPH, All-Position

**WHEELS, TIRES - REAR**

---

WHEELS, REAR {Accuride 51408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

(4) TIRE, REAR 11R22.5 Load Range H R89 CS (PIRELLI), 494 rev/mile, 75 MPH, Drive

**BODY FEATURES**

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BUMPER, REAR Painted, 12" High, 3/16" Thick

SUPPORTS, REAR BUMPER Bolted to Frame

BODY, REAR Includes Emergency Door

BOWS, ROOF 14 ga., One Piece Construction

**Includes**

: BOWS, ROOF Positioned Floor Line to Floor Line, Threaded Through Roof Strainers and Drip Rail

FASTENERS, HEADLINER Rivets

FLOOR, BODY with Wheel Wells

HANDLE, ASSIST Windshield Side Mounted, Left and Right, Chrome

**HEADLINER, BODY** Conventional; 25'11"-35'08" Body Length, **Perforated Full Length with Sound Insulation** Full Length

LIGHT BARS Plastic

**Vehicle Specifications**  
**2025 CE SCHOOL BUS (PB110)**

June 07, 2024

**Description**

LINING, SIDE INTERIOR, LOWER Embossed Steel, Clear Coated

RAILS, WRAP-AROUND Just Below Window Line

RUB RAILS, BODY (4) Conventional; Steel, 28'2", 28'11", 29'8", 30'5" Body Length, Includes Snow Rail

**Includes**

: RUB RAILS Full Length, Primer Coated (Both Sides), Attached to Body without Cuts or Splices

SEALER Extra; Sidewall to Floor, In Wheel Pocket Area, and Rear Wall to Floor

SIDE SHEET, BODY, EXTERIOR Conventional, 16ga., Smooth, 28'2", 28'11", 29'8", 30'5", Body Length

**SKIRT, BODY** Conventional, 20", 16ga., 28'2", 28'11", 29'8", 30'5" Body Length

**Includes**

: SKIRT, BODY Extra Smooth Steel Supported by Floor Gussets

STEP, FRONT ENTRANCE DOOR 27 1/4" Depth; 14ga Steel, Formed Treads, **Naviflex Finish**

TIE DOWNS, BODY Grade 8 Bolts, Every Body Section

**Includes**

: TIE DOWNS, BODY with Formed Tab that Fits into Floor Structure to Prevent Turning

COVER, REAR DOOR INSIDE HANDLE Partial Coverage

DOOR, ENTRANCE, FRONT Electric, Outward Opening, **with Single Pane Glass**

FASTENERS, REAR DOOR Lag Screws, Rear Door To Body

HANDLE, ASSIST, ENTRANCE DOOR Outside Entrance

HANDLE, EXTERIOR, REAR Emergency Door; Chrome

HOLD BACK, REAR DOOR Stationary, No Cables, with Plastic Cover

INTERLOCK, STARTER with Key Switch for Entrance with Lock

KEYS ALIKE, LOCKS Entrance Door, 545 Keys

LATCH, REAR DOOR One Point Slide Bar, Cam Operated, with One Inch Stroke

**LOCK, ENTRANCE DOOR** in External Release, with Key

LOCK, REAR DOOR with Ignition Starter Interlock, Located at Bottom Edge of Rear Buzzer Box

**COMPARTMENT, DRIVER STORAGE Bin**, Sized to Hold Three Ring Binder, Includes (1) USB-A Port and (1) USB-C Port

HOLD DOWN, BATTERY For Up To 3 Batteries

**LUGGAGE RACK, INTERIOR Tubular, Below Light Bar, 16 Bow**

**WASTE CONTAINER Removable**, Located in Driver Area

INSULATION, ROOF/SIDES/BULKHEAD 1.5"

UNDERCOAT, BODY Fire Resistant, Water Based, TT-C-730 Spec

**Includes**

: UNDERCOATING Performed Before **and** After Mounting on Chassis

UNDERCOAT, FLOOR/STEPWLL/SIDES for Engine Noise Reduction

BODY CERTIFICATION TAG Metal

BODY TAG, METAL Capacity to Include the Total Number of Passengers

LETTERS, BATTERY COMPARTMENT (01) Decal; "Battery"; 1" Black Letters, Centered on Standard Battery Box

**Vehicle Specifications**  
**2025 CE SCHOOL BUS (PB110)**

**June 07, 2024**

**Description**

LETTERS, CAPACITY 2" Black Decal, (1) Place, with Bus Number, For the State of Nebraska

LETTERS, DEF, I.D. Decal; "DEF ONLY", 1" Black, on DEF Filler Door

LETTERS, DOOR, REAR Decals; "EMERGENCY DOOR", 2" Black Letters Inside and Outside

LETTERS, FUEL I.D. Decal; "DIESEL FUEL", 2" Black, Adjacent to Fuel Filler Door

LETTERS, HEADER Decal; "WATCH YOUR STEP", 1" Black, Above Windshield

LETTERS, E/E WINDOW, LEFT (2) Decal Sets, "EMERGENCY EXIT", Black Inside and Outside

LETTERS, E/E WINDOW, RIGHT (2) Decal Sets, "EMERGENCY EXIT", Black, Inside and Outside

LETTERS, SCHOOL BUS FRONT/REAR Decal; "SCHOOL BUS"; with 8" Black Reflective Letters, 3M Fluorescent Diamond Grade, Yellow On Front and Rear Cap

LETTERS, STEPWELL Decal, "WATCH YOUR STEP", 2.5" Black, Behind Door on Step Riser

LOGO, ROOF LINE Decal; Wing and Shield, First Body Section, Above Driver Window and Entrance Door Over Driver Window and Entrance Door

OPERATING INSTRUCTIONS, REAR Decal, Inside Rear Emergency Door

PAINT COLOR, BODY INTERIOR 9384 Spring White

PAINT COLOR, BODY EXTERIOR 4421 School Bus Yellow

PAINT COLOR, BUMPER Rear, 0001 Canyon Black

PAINT FLASHER BACKGRD 0001 Canyon Black

PAINT HOOD AND FENDER To Match Body Exterior

PAINT, RUB RAIL Flange to Flange

PAINT COLOR, RUB RAILS 0001 Canyon Black

PAINT STREAMER On Roof, Both Sides 1" Above Drip Rail, 0001 Canyon Black

**SEAL, RUB RAILS Top Edge, All Rails**

STRIPING, BUMPER (4) Decal, Non-contrasting, Front and Rear

STRIPING, E/E WINDOW, LEFT {3M} (02) Perimeter, 1" Yellow Fluorescent Diamond Grade

STRIPING, E/E WINDOW, RIGHT {3M} (02) Perimeter, 1" Yellow Fluorescent Diamond Grade

STRIPING, PERIMETER, REAR Emergency Door, 1" Yellow Reflective

STRIPING, REAR END {3M} Yellow Fluorescent Diamond Grade, 1" Horizontal and 2" Vertical

STRIPING, ROOF HATCH, FRONT {3M} Decal, Perimeter, 1" Yellow Fluorescent Diamond Grade

STRIPING, ROOF HATCH, REAR {3M} Decal, Perimeter, 1" Yellow Fluorescent Diamond Grade

STRIPING, SEATLINE {3M} 2" Yellow Fluorescent Diamond Grade

WIRING DIAGRAM Schematic, Electrical

**Includes**

: ACCESS PANEL for Wiring Diagram Schematic Located on Inside of Electrical Panel Door, Below Driver Window

SUB FLOOR, PLYWOOD Conventional; B-C Exterior Grade, Less Sealed Edges, 5/8", 5 Ply, for 28'2", 28'11", 29'8" or 30'5" Body Lengths

DISARM, POST TRIP INSPECTION Button Located on Light Bar at Rear of Bus

**MONITOR, POST TRIP INSPECTION** {Leave No Student Behind} Accessory Controlled, with Push Button Alarm Disable at Rear of Bus Prompts Driver to Walk to Back of Bus to Disable Alarm

**Description**

SWITCH, LOCATION Steering Wheel; Includes Master Flasher, Flasher On/Off, Red Override, and Door Control

Includes

: SWITCH, STEERING WHEEL, LIGHT Includes Illuminated Switches

**BODY FEATURES**

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WINDOW, DRIVER Storm

COLOR, WINDOW FRAME, PASS Passenger Window, Natural Aluminum Finish

WINDOW, E/E, LEFT (2) Vertical Hinge

WINDOW, E/E, RIGHT (2) Vertical Hinge

WINDOW, PASSENGER, TINT Conventional; 28% Light, Laminated Glass, 78" Headroom, with 28'2", 28'11", 29'8", 30'5" Body Lengths

WINDOW, SASH (18) 27" Sections, 9"x 23" Opening

WINDOW, STOPS 12" Opening, Only with 78" Headroom

aisle POSITION Center, for balanced seating

FLOOR COVERING, COLOR Black

FLOOR COVERING, TRIM Aluminum

FLOOR COVERING, TYPE {Koroseal} All Body Lengths

STEP TREADS {Koroseal} Pebble White Nosing Only, with Non-Metal Backing, used with Formed Treaded Steps

WHEEL POCKET COVER Plastic, ABS

FAN, DEFOG LEFT CENTER 6.50" Diameter, Black, Mounted Left of Center Post, 2-Speed Switch in Panel

FAN, DEFOG RIGHT CENTER 6.50" Diameter, Black, Mounted Over Windshield, 6" Right of Centerline, 2 Speed Switch in Panel

HEATER, PASS, LT MIDSHIP 1ST 84,500 BTU

Includes

: AIR FILTER

HEATER, PASS, LT REAR 84,500 BTU

Includes

: AIR FILTER

HEATER, STEPWELL with Fixed Angle Louver to Door Glass

HEATER, WATER PUMP {2 MPU 12} Self Priming, with Plastic Housing

ROOF HATCH, FRONT {Specialty Hybrid Adv H1975-025-191-0F} Emergency Exit with Outside Release, Alarm, English Decals

ROOF HATCH, REAR {Specialty Hybrid Adv H1975-025-191-0F} Emergency Exit with Outside Release, Alarm, English Decals

ROOF VENT, FRONT Static

ARM REST, DRIVER Left and Right

SEAT, DRIVER {National 2000SC} Self Contained with Compressor, High Back, with Mechanical Lumbar

Includes

: SEAT BELT, DRIVER Adjustable D-Loop Seat Belt, Single Locking Retractor

UPHOLSTERY, BARRIER, TYPE (1-2) Prevaill, 52 oz.

UPHOLSTERY, DRIVER SEAT, COLOR Drivers Seat, Graphite

**Description**

**UPHOLSTERY, DRIVER SEAT, STYLE Plain, with Cloth Insert**

UPHOLSTERY, DRIVER SEAT, TYPE Prevaill, 42 oz.

BARRIER, CRASH, AFT ENTRY DOOR 39", 2 Leg

BARRIER, CRASH, AFT DRIVER 39", 1 Leg

**HAND RAIL, ENTRANCE DOOR, AFT Dual Height Stainless Steel**, Upper Rail 1.25" OD 28" Above Floor, Lower Rail 1" OD

**HAND RAIL, ENTRANCE DOOR, FWD Dual Height Stainless Steel**, Upper Rail 1.25" OD 28" Above Floor, Lower Rail 1" OD

PANEL, MODESTY, AFT ENTR DOOR Mounted Under Barrier

PANEL, MODESTY, AFT OF DRIVER Mounted Under Barrier

SEAT BELT, DRIVER, COLOR with Blaze Orange Seat Belt Webbing

SEAT BACK, PASSENGER High Back

SEAT,26",WALL,LT (01)

SEAT,39",WALL,LT (09)

SEAT,39",WALL,RT (10)

UPHOLSTERY, PASS SEATS, COLOR Blue, for Seats, Barriers and Head Bumpers

UPHOLSTERY, PASS SEATS, TYPE Prevaill, 42 oz.; for (19-20) Seats

CUSHION, SEAT 15" Depth

SHOULDER RAILS, PADDED Conventional Bus; with 28'2", 28'11", 29'8" or 30'5" Body Length

UPHOLSTERY, SEAT, STITCHING Single

**BODY FEATURES**

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INSULATION, FUEL FILLER Rubber Isolator for Fuel Filler when Exhaust are on Same Side

ALARM, BACKING {Ecco #850} 112 dB

CIRCUIT, PROTECTION Breakers, Manual Reset in Lieu of Fuses

FLASHER SYSTEM (8) Warning Lights, 8-Lamp System, Electronic Relay Flasher, Sequential Operation, Red Lights Activate after Amber Lights, Lights Deactivate with Door Closing

**HOOD, WARNING LAMP** (4) Black, 8-Lamp System, One Hood Above Two Lights

**LIGHT, ENTRY DOOR** {Sound Off/OptiLuxx} **LED**; 4" Oval; Light Mounted in Skirt Behind Entrance Door, Wired To Step Light

**LIGHT, EXTERIOR, CHECK** Automatically Activates Lights for Pre Trip Inspection

LIGHT, INDIC, WARNING LIGHTS Red and Amber

Includes

: LIGHTS, WARNING Indicator Located in Instrument Cluster

**LIGHT, STEP** {Sound Off/OptiLuxx} 4" Round **LED**, White, Wired to Clearance Lights, Operated by Entrance Door

LIGHT, STROBE LED, Specialty Man. Co. 845-3020, Low Profile, Double Flash, 3.60" High

LIGHT, STROBE, GUARD Brush Guard; for Strobe Light 3" to 5" High

LIGHTS, BACK UP (2) {Sound Off/OptiLuxx} **LED**, 7" Round Clear

LIGHTS, CLUSTER {Truck Lite} **LED**; Amber Front and Red Rear

LIGHTS, DIRECTIONAL, REAR (2) {Sound Off/OptiLuxx} **LED**, 7" Round Amber

**Description**

LIGHTS, DIRECTIONAL, SIDE {Sound Off/OptiLuxx} (2) Slim-Line **LED Armored**, Amber, (1) Each Side First Section Aft Entrance Door

**LIGHTS, DOME LED, Rectangular Recessed Type, Stagger Mounted**, for 25'02", 25'11", 26'08", 27'05", 28'02", 28'11" Body Lengths

LIGHTS, DOME, DRIVER (1) **LED**, Rectangular, Mounted in Light Bar in Ceiling, with Separate Switch

LIGHTS, MARKER, FRONT & REAR **LED**, Flush Mount, Amber Front and Red Rear

LIGHTS, MARKER, SIDE, INTERMED **LED**, Amber, Flush Mount, Intermediate, Centered, Required for Units 30 Foot or Longer

LIGHTS, STOP (2) {Sound Off/OptiLuxx} and Tail; 7" Round **LED**, Red

LIGHTS, TAIL, LICENSE PLATE (2) 4" Red with Light Window

LIGHTS, WARNING (8) Quartz Halogen Beams, 7", 2 Front, 2 Rear, Red and Amber Lights

SPEAKERS AND WIRING (8) Flush Mounted In Light Bar

**STOP ARM, FRONT** Electric, **Composite Blade**, 18" Octagon, Double Sided, 1/2" White Border, Hi Intensity Grade, **Strobing LED Lights**

**STOP ARM, LEFT REAR** Electric, **Composite Blade**, 18" Octagon, Single Sided, 1/2" White Border, Hi Intensity Grade, **Strobing LED Lights**

SWITCH, DOME LIGHTS, SPLIT Front and Rear Operated with Separate 2 Position Switch, Quantity of Lights Split Equally

**SWITCH, INTERRUPT CROSS GATE Single** Cycle; with Auto Reset, Located In Driver Compartment

SWITCH, NOISE SUPPRESSION Actuator Legend States, "NOISE SUPP ", for Separate Solenoid, with Red Switch in Panel

SWITCH, REAR DOOR BUZZER for Emergency Door

WIRING MOD, DOME LIGHTS Mounted in Ceiling

**MIRROR, CROSS VIEW**, EXTERIOR (2) {**Rosco High Definition**} Black, **Heated**, **with LED Downlit Front Lighting** Activated when Headlights are on and Stop Arm is Extended

MIRROR, INSIDE 6" x 30", Clear Safety Glass, Metal Back, Round Corners

**MIRROR, REAR VIEW**, EXTERIOR {Rosco Open-View} Black, **Motorized Head**, **Heated**, Detent Breakaway Brackets

**VISOR, INTERIOR, DRIVER LEFT** 10" X 27" **for Driver's Window**

**VISOR, INTERIOR, LEFT FRONT** 6" x 30", Transparent, For Left Windshield

**COMPARTMENT ABOVE DRIVER** Left of the Driver

**Includes**

: COMPARTMENT ABOVE DRIVER Compartment Size: 39" x 10" x 10"

: HINGES Piano Type

FIRE EXTINGUISHER 5 lb 3A-40BC Minimum, with Flexible Hose and Metal Nozzle

FIRE EXTINGUISHER, FRONT LOC Located Behind Driver Seat

KIT, BODY FLUID Nebraska

KIT, FIRST AID Plastic; 24 Unit, Spec State

LATCH, COMPARTMENT Locking, for Overhead Storage Compartment

LOCATION, BODY FLUID KIT on Bulkhead

LOCATION, FIRST AID KIT Right Side Front Bulkhead with Screws

PADDING COMPART ABOVE DRIVER Window; Safety Equipment Compartment, with Cutout for Dome Light

REFLECTORS, REAR (2) 3", Red, Adhesive Back

REFLECTORS, SIDE, FRONT (2) 3", Amber; Adhesive Back, 1 Aft Drivers Window Left, 1 Aft Entrance Door Right

**Description**

REFLECTORS, SIDE, INTERMEDIATE (2) 3" Amber, 1 Each Side, Below The Third Rub Rail From the Top, Adhesive Back

REFLECTORS, SIDE, REAR (2) 3", Red, Adhesive Back

SAFETY TRIANGLES Warning Reflectors, Mounted on Floor Between Driver Seat and Drivers Crash Barrier/Stanchion/Partition

CUTTER, SEAT BELT {TIE TECH Safecut} for Cutting Seat Belts

CUTTER, SEAT BELT, LOCATION Mounted on Panel Left of Driver

DEF FILLER DOOR with Locking Latch

**FENDERS, RUBBER, REAR (2)**

FUEL FILLER DOOR with Non-Locking Latch

FUEL FILLER PIPE Low Profile Neck Cap and Vent Hosing, for Use with Right Side Fill for Between the Rail Fuel Tanks, for Above the Floor Fuel Fill, for 25 GPM Fill Rate Only

INSPECTION PLATE Fuel Sending Unit 8" x 8" Steel

MUD FLAPS, REAR WHEELS (2) Rubber

STATE OF OPERATION Nebraska

**Services Section:**

**WARRANTY**

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WARRANTY Standard for CE, RE, BE School Bus Models, Effective with Vehicles Built March 1, 2017 or Later, CTS-3304H

**SERVICES, TOWING {Navistar} Service Call to 24-Month/Unlimited Mileage to the Nearest IC Bus Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident**

**SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 36-Month/50,000 Miles (80,000 km), Covers 100% Parts and Labor; Includes Body; Excludes Extending Warranty for Engine, Transmission, Perforation or Corrosion of Cab/Cowl Structure and Paint**

**BODY FEATURES**

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**WARRANTY 5-Year, Limited**

# CERTIFICATE OF RESOLUTION

The undersigned authorized representative of **JOHNSON COUNTY CENTRAL SCHOOLS** (the Employer) hereby certifies that the following resolutions were duly adopted by the governing body of the Employer on \_\_\_\_\_, and that such resolutions have not been modified or rescinded as of the date hereof:

**RESOLVED**, that the form of amended and restated Welfare Benefit Plan, effective September 01, 2024, presented to this meeting (and a copy of which is attached hereto) is hereby approved and adopted, and that the proper agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of said Plan one or more counterparts of the Plan.

**RESOLVED**, that the Administrator shall be instructed to take such actions that the Administrator deems necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures for the provision of benefits under the Plan.

**RESOLVED**, that the proper agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Plan and to deliver to each employee a copy of the Summary Plan Description of the Plan, which Summary Plan Description is attached hereto and is hereby approved.

The undersigned further certifies that attached hereto as Exhibits, are true copies of JOHNSON COUNTY CENTRAL SCHOOLS' Benefit Plan Document and Summary Plan Description approved and adopted at this meeting.

Company: JOHNSON COUNTY CENTRAL SCHOOLS

Signature:

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Printed  
Name:

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Title:

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Date:

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## JOHNSON COUNTY CENTRAL SCHOOLS

JOHNSON COUNTY CENTRAL SCHOOLS  
PO BOX 338  
TECUMSEH, NE 68450

### JOHNSON COUNTY CENTRAL SCHOOLS FSA Plan

#### Plan Document

Amended and Restated September 01, 2024

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# JOHNSON COUNTY CENTRAL SCHOOLS

## JOHNSON COUNTY CENTRAL SCHOOLS FSA Plan

### INTRODUCTION

The company amends and restates this Plan as of September 01, 2024 with an original effective date of September 01, 2005. Its purpose is to provide benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to elect between cash compensation or certain nontaxable benefit options as they desire. The Plan shall be known as the JOHNSON COUNTY CENTRAL SCHOOLS FSA Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

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### I. ARTICLE - PLAN DEFINITIONS

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01. **"Administrator"** means the Employer, unless another person or entity has been designated by the Employer pursuant to the Article titled: "Administration" to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including but not limited to the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.
02. **"Benefit"** or **"Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in the Article titled: "Benefit Information".
03. **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under the Article titled: "Benefit Information". Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.
04. **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.
05. **"Compensation"** means the amounts received as compensation by the Participant from the Employer during a Plan Year.
06. **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)). Any child of a Plan Participant who is determined to be an alternate recipient under a qualified medical child support order under ERISA Sec. 609 shall be considered a Dependent under this Plan.

**"Dependent"** shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his or her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

07. **"Effective Date"** means September 01, 2005.
08. **"Election Period"** means the period, established by the Administrator, immediately preceding the beginning of each Plan Year, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to the Article titled: "Participant Elections".
09. **"Eligible Employee"** means any Employee who has satisfied the provisions of the Section titled: "Eligibility".

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that

individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

10. **"Employee"** means any person who is currently or hereafter employed by the Employer.  
The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).
11. **"Employer"** means JOHNSON COUNTY CENTRAL SCHOOLS and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, or Adopting Employer.
12. **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time.
13. **"Grace Period"** means the two and one-half month period after the end of the Plan Year. The Grace Period allows a Participant with unused funds or contributions to be reimbursed for expenses incurred during the Grace Period. The effect of the Grace Period is that a Participant has up to 14 months and 15 days to use the funds for the Plan Year.
14. **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit, or any self-funded arrangement providing any Benefit offered for health and welfare coverage to Eligible Employees of the Employer.
15. **"Insurance Premium Payment Plan"** means the plan of benefits contained in the "Benefit Options" section of this Plan, which provides for the payment of Premium Expenses.
16. **"Insurer"** means any insurance company that underwrites a Benefit or any self-funded arrangement under this Plan.
17. **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.
18. **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to the Section titled: "Application to Participate" and has not for any reason become ineligible to participate further in the Plan.
19. **"Plan"** means the flexible benefits plan described in this instrument, including all amendments thereto.
20. **"Plan Year"** means the 12-month period beginning September 01 and ending August 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.
21. **"Premium Expenses"** or **"Premiums"** means the Participant's cost for the Benefits described in the Section titled: "Benefit Options".
22. **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.
23. **"Run-out Period"** means the set number of days after the plan year ends that allows you to submit claims for eligible expenses incurred during the Plan Year.
24. **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to the Section titled: "Salary Redirection". These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under the Article titled: "Participant Elections".
25. **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his or her Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.
26. **"Spouse"** means "spouse" as defined in an Insurance Contract, then, for purposes of coverage under that Insurance Contract only, "spouse" shall have the meaning stated in the Insurance Contract. In all other cases, "spouse" shall have the meaning stated under applicable federal or state law.

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## II. ARTICLE - PARTICIPATION

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### 01. **ELIGIBILITY**

An individual is eligible to participate in this Plan if the individual:

- a. is an Eligible Employee as defined in the Article titled: "Definitions"
- b. is working an average of 40 hours or more per week; and

### 02. **EFFECTIVE DATE OF PARTICIPATION**

An Eligible Employee shall become a Participant effective as of the first day of the next month following your date of hire.

### 03. **APPLICATION TO PARTICIPATE**

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his or her Benefit elections pursuant to the Section titled: "Change in Status".

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to the Section titled: "Effective Date of Participation".

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance, unless the Employee elects, during the Election Period, not to participate in the Plan.

### 04. **TERMINATION OF PARTICIPATION**

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- a. **Termination of employment.** The termination of Participant's employment, subject to the provisions of the Section titled: "Termination of Employment"
- b. **Death.** The Participant's death, subject to the provisions of the Section titled: "Death" or
- c. **Termination of the plan.** The termination of this Plan, subject to the provisions of the Section titled: "Termination".

### 05. **TERMINATION OF EMPLOYMENT**

If a Participant's employment with the Employer is terminated for any reason other than death, his or her participation in the Benefit Options provided under the Section titled: "Benefit Options" shall be governed in accordance with the following:

- a. **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- b. **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment-related Dependent Care Expense reimbursements for expenses within 90 days after the end of the Plan Year, limited by the balance in the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- c. **Health FSA, COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year for which contributions to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account, shall be applied and administered consistent with such further rights that a Participant and his or her Dependents may be entitled to pursuant to Code Section 4980B and the Section titled: "Continuation of Coverage" of the Plan.
- d. **Limited Purpose FSA, COBRA applicability** With regard to the Limited Purpose Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year for which payments to the Limited Purpose Flexible Spending Account have already been made. Thereafter, the benefits under this Plan, shall be applied

and administered consistent with such further rights that a Participant and his or her Dependents may be entitled to pursuant to Code Section 4980B and the Section of this Plan Document titled: "Continuation of Coverage".

**06. REINSTATEMENT OF A FORMER PARTICIPANT**

An Employee whose participation terminates and returns to an eligible status less than thirty days later may re-enroll within thirty days of returning to an eligible status with a commencement date of the first of the month following the adjusted eligibility date. An Employee who re-enrolls in a Flexible Spending Account or Dependent Care Account after such time must re-enter the Plan and reinstate their original elections for that Plan Year with adjustments to the annual election amount as the Administrator deems necessary to prorate the annual election amount over the remainder of the Plan Year. Expenses incurred by the employee during the time that the employee was not a Participant will not be covered expenses unless COBRA was elected pursuant to the Article titled: "Continuation of Coverage (COBRA)".

Any Employee who terminates employment and is rehired into an eligible status after thirty days from the date of termination will be treated as a new enrollee under the Plan. If such Employee returns within the same Plan Year, prior contributions made to the Flexible Spending Account and/or the Dependent Care Account will be taken into consideration so as not to exceed Plan or IRS maximums.

**07. DEATH**

If a Participant dies, his or her participation in the Plan shall immediately cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to a particular specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Flexible Spending Account.

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### **III. ARTICLE - CONTRIBUTIONS TO THE PLAN**

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#### **01. SALARY REDIRECTION**

Subject to the provisions of the section titled "Employer Contributions," benefits under the Plan shall be financed by Salary Redirections sufficient to support the benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his or her pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participant's elections made under the Section titled: "Initial Elections".

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to the Section titled: "Initial Elections") and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under the Article titled: "Participant Elections" and are consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

#### **02. APPLICATION OF CONTRIBUTIONS**

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

#### **03. PERIODIC CONTRIBUTIONS**

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

#### **04. EMPLOYER CONTRIBUTIONS**

The Employer may provide non-elective contributions in the form of Employer Funding into the Health Flexible Spending Account, Limited Purpose Flexible Spending Account, and Dependent Care Spending Account to the extent as described in the Section Titled: "Limitation on Allocations". Such contributions may be prorated for Participants who begin participating in the middle of the Plan Year. Contributions or matching contributions made to the Health Flexible Spending Account, Limited Purpose Flexible Spending Account, and Dependent Care Spending Account generally do not count toward the annual contribution limit as described in the Section Titled: "Limitation on Allocations".

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## IV. ARTICLE - BENEFITS

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### 01. **BENEFIT OPTIONS**

Each Participant may elect any one or more of the following optional Benefits:

- Health Flexible Spending Account
- Limited Purpose Flexible Spending Account
- Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his or her Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- Group Term Life
- Long-Term Disability
- Short-Term Disability
- Group Medical Plan
- Group Dental Plan
- Group Vision Plan
- Critical Illness
- Hospital Indemnity Insurance
- Accidental Death & Dismemberment
- Cancer Insurance
- Voluntary Benefit(s)
- Intensive Care Insurance
- Specified Health Event
- Personal Sickness Indemnity
- Accident Insurance

### 02. **HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case the Article titled: "Health Flexible Spending Account" shall apply.

### 03. **LIMITED PURPOSE FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Limited Purpose Flexible Spending Account option, in which case the Article titled: "Health Flexible Spending Account" shall apply.

### 04. **DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case the Article titled: "Dependent Care Flexible Spending Account" shall apply.

### 05. **HEALTH INSURANCE BENEFIT**

- a. **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.
- b. **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

### 06. **DENTAL INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

07. **VISION INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.
- b. **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

08. **GROUP TERM LIFE INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's group term life Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable group term life Insurance Contracts for use in providing this group term life insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such group term life Insurance Contract shall be determined therefrom, and such group term life Insurance Contract shall be incorporated herein by reference.

09. **CANCER INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's cancer Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable cancer Insurance Contracts for use in providing this cancer insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such cancer Insurance Contract shall be determined therefrom, and such cancer Insurance Contract shall be incorporated herein by reference.

10. **LONG-TERM DISABILITY INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's long-term disability Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable long-term disability Insurance Contracts for use in providing this long-term disability insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such long-term disability Insurance Contract shall be determined therefrom, and such long-term disability Insurance Contract shall be incorporated herein by reference.

11. **SHORT-TERM DISABILITY INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's short-term disability Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable short-term disability Insurance Contracts for use in providing this short-term disability insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.

- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such short-term disability Insurance Contract shall be determined therefrom, and such short-term disability Insurance Contract shall be incorporated herein by reference.

12. **CRITICAL ILLNESS INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's critical illness Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable critical illness Insurance Contracts for use in providing this critical illness insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such critical illness Insurance Contract shall be determined therefrom, and such critical illness Insurance Contract shall be incorporated herein by reference.

13. **HOSPITAL INDEMNITY INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's hospital indemnity Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable hospital indemnity Insurance Contracts for use in providing this hospital indemnity insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such hospital indemnity Insurance Contract shall be determined therefrom, and such hospital indemnity Insurance Contract shall be incorporated herein by reference.

14. **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's accidental death and dismemberment Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable accidental death and dismemberment Insurance Contracts for use in providing this accidental death and dismemberment insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such accidental death and dismemberment Insurance Contract shall be determined therefrom, and such accidental death and dismemberment Insurance Contract shall be incorporated herein by reference.

15. **VOLUNTARY BENEFIT(S)**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under a Voluntary Benefit Contract.
- b. **Employer selects contracts.** The Employer may select suitable voluntary benefit Contracts for use in providing this voluntary benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such voluntary benefit Contract shall be determined therefrom, and such voluntary benefit Contract shall be incorporated herein by reference.

16. **INTENSIVE CARE INSURANCE**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under a Intensive Care Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable Intensive Care Insurance Contracts for use in providing this Intensive Care Insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such Intensive Care Insurance Contract shall be determined therefrom, and such Intensive Care Insurance Contract shall be incorporated herein by reference.

17. **SPECIFIED HEALTH EVENT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered

under a Specified Health Event Contract.

- b. **Employer selects contracts.** The Employer may select suitable Specified Health Event Contracts for use in providing this Specified Health Event benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such Specified Health Event Contract shall be determined therefrom, and such Specified Health Event Contract shall be incorporated herein by reference.

#### 18. **PERSONAL SICKNESS INDEMNITY**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under a Personal Sickness Indemnity Contract.
- b. **Employer selects contracts.** The Employer may select suitable Personal Sickness Indemnity Contracts for use in providing this voluntary benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such Personal Sickness Indemnity Contract shall be determined therefrom, and such Personal Sickness Indemnity Contract shall be incorporated herein by reference.

#### 19. **ACCIDENT INSURANCE**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under an Accident Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable Personal Sickness Indemnity Contracts for use in providing this voluntary benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such Personal Sickness Indemnity Contract shall be determined therefrom, and such Accident Insurance Contract shall be incorporated herein by reference.

#### 20. **HEALTH SAVINGS ACCOUNT CONTRIBUTIONS**

- a. Participants may elect to make contributions on a pre-tax basis to a Health Savings Account ("HSA"). The HSA is not an employer-sponsored benefit plan. It is an individual trust or custodial account that Participants open and which may be used to reimburse Participants for eligible medical expenses as set forth in Code Section 223.

#### 21. **NONDISCRIMINATION REQUIREMENTS**

- a. **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.
- b. **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.
- c. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination is prohibited by Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his or her non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his or her non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

## 22. **NON-TAX DEPENDENT COVERAGE**

- a. If (i) Employee Salary Redirections are made to fund Benefits under the Plan, and (ii) the Employer allows a Participant to elect to cover a Non-Tax Dependent through the Participant's coverage under group Medical, Dental or Vision benefit(s), a Participant who elects to participate in the Salary Redirection program may pay on a pre-tax basis through salary reduction contributions the Participant's portion of the premium cost of coverage under the Employer's Medical, Dental or Vision Benefits, provided that the full fair market value of such Medical, Dental or Vision coverage for any such Non-Tax Dependent shall be includible in the Participant's gross income as a taxable benefit in accordance with applicable federal income tax rules. For purposes of this Plan, the Participant electing coverage for Non-Tax Dependent(s) shall be treated as receiving, at the time that coverage is received, cash compensation equal to the full fair market value of such coverage and then as having purchased the coverage with after-tax employee contributions.
- b. Notwithstanding the foregoing, no medical care or dependent care expenses incurred by or with respect to a Non-Tax Dependent of a Participant shall be eligible for reimbursement as eligible expenses under the Flexible Spending Account or Dependent Care Flexible Spending Account.

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## V. ARTICLE - PARTICIPANT ELECTIONS

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### 01. **INITIAL ELECTIONS**

An Employee who meets the eligibility requirements of the Section titled: "Eligibility" on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his or her effective date of participation pursuant to the Section titled: "Effective Date of Participation".

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

### 02. **SUBSEQUENT ANNUAL ELECTIONS**

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form or electronically, as provided by the Administrator, which spending account Benefit options he wishes to participate in. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which immediately follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- a. A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- b. A Participant may terminate his or her participation in the Plan by notifying the Administrator in writing or by electronic notification, as determined by the Employer, during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- c. An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in the Section titled: "Change of Status".

### 03. **FAILURE TO ELECT**

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election pursuant to the Section titled: "Subsequent Annual Elections" by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits, subject to the provisions of the Section titled: "Change in Status" below.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election pursuant to the Section titled: "Subsequent Annual Elections" by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

### 04. **CHANGE IN STATUS**

- a. **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict with any of the provisions of this Plan, then such rules and regulations shall control. See below in this Section for other situations in which changes in Benefit elections are permitted.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains eligibility for coverage under any other plan, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan is consistent with that change in status only if coverage for that individual becomes applicable or is increased under said other plan. Also, if the Participant, Spouse or Dependent loses eligibility for coverage under any other plan, then a Participant's election under the Plan to start or increase coverage for that individual under the Plan is consistent with that change in

status only if coverage for that individual ceases or is decreased under said other plan.

Regardless of the consistency requirement, if the individual, or the individual's Spouse or Dependent, becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

1. **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
2. **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
3. **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
4. **Dependent satisfies or ceases to satisfy the eligibility requirements:** An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
5. **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

- b. **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (CHIP), provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.
- c. **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) (collectively, an "order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) that requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):
  1. The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
  2. The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan, and such coverage is actually provided.
- d. **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or

Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

- e. **Cost increase or decrease.** Notwithstanding subsection (a), if the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

- f. **Loss of coverage.** Notwithstanding subsection (a), if the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.
- g. **Addition of a new benefit.** Notwithstanding subsection (a), if, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.
- h. **Loss of coverage under certain other plans.** Notwithstanding subsection (a), a Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.
- i. **Change of coverage due to change under certain other plans.** Notwithstanding subsection (a), a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse, former Spouse's employer or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse, former Spouse's employer or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse, former Spouse's employer or Dependent's employer.
- j. **Change in dependent care provider.** Notwithstanding subsection (a), a Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in a dependent care provider. The availability of dependent care services from a new dependent care provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).
- k. Notwithstanding subsection (a), a Participant may prospectively revoke his or her election of group health plan coverage if (i) the Participant changes from full-time employment (i.e., an average of 30 hours of service per week) to part-time employment (i.e., an average of less than 30 hours of service per week), even if the Participant continues to be eligible for coverage under the group health plan, and (ii) the Participant, and any related individuals whose coverage is also to be revoked, intend to enroll in another plan that provides minimum essential coverage and is effective no later than the first day of the second month after the month during which the revocation is effective.
- l. Notwithstanding subsection (a), a Participant may prospectively revoke his or her election of group health plan coverage if (i) the Participant or a covered dependent is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace, or seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period, and (ii) the Participant, or any covered dependents intend to enroll in a Qualified Health Plan through a Marketplace that is effective no later than the day immediately following the effective date of the revocation.

- m. **Health Savings Account changes** Notwithstanding subsection (a), with regard to the Health Savings Account Benefit specified in the Article titled: "Benefits", a Participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.
- n. **Health Flexible Spending Account cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.
- o. **Limited Purpose Flexible Spending Account cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Limited Purpose Flexible Spending Account as a result of a cost or coverage change under any health insurance contract.

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## VI. ARTICLE - HEALTH FLEXIBLE SPENDING ACCOUNT

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### 01. **ESTABLISHMENT OF BENEFIT**

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of allowable Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Participant's Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

### 02. **DEFINITIONS**

For the purposes of this Article and the Plan, the terms below have the following meanings:

- a. **"Health Flexible Spending Account"** means the account established for a Participant pursuant to this Plan to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by the Participant, his or her Spouse and his or her Dependents may be reimbursed.
- b. **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:
  1. one of the 5 highest paid officers;
  2. a shareholder who owns (or is considered to own, applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
  3. among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).
- c. **"Limited Purpose Flexible Spending Account"** means the account established for a Participant pursuant to this Plan to which part of his or her Plan Benefit Dollars may be allocated and from which all allowable Dental, Vision, and Preventative Care Expenses incurred by a Participant, his or her Spouse or his or her Dependents may be reimbursed. This account is for Participants that are making contributions to a Health Savings Account (HSA) within the same plan year.
- d. **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his or her tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his or her Spouse or Dependent.

- e. A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).
- f. The definitions of the Article titled: "Plan Definitions" are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

### 03. **FORFEITURES**

The amount in the Health Flexible Spending Account as of the end of the allowable 2.5 month Grace Period, as defined in the Article titled: "Definitions", of the normal Plan Year (including any applicable run-out period and the processing of all claims for such Plan Year pursuant to the Section titled: "Health Flexible Spending Account Claims" hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

The amount in the Limited Purpose Flexible Spending Account as of the end of the allowable 2.5 month Grace Period, as defined in the Article titled: "Definitions", of the normal Plan Year (including any applicable run-out period and the processing of all claims for such Plan Year pursuant to the Section titled: "Health Flexible Spending Account Claims" hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

#### 04. **LIMITATION ON ALLOCATIONS**

Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary redirections that may be allocated to the Health Flexible Spending Account by a Participant in any Plan Year is \$3,200.00. The maximum limit may increase from year-to-year pursuant to Section 125(i)(2) of the Internal Revenue Code. The minimum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$100.00.

Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary redirections that may be allocated to the Limited Purpose Flexible Spending Account by a Participant in any Plan Year is \$3,200.00. The maximum limit may increase from year-to-year pursuant to Section 125(i)(2) of the Internal Revenue Code. The minimum amount that may be allocated to the Limited Purpose Flexible Spending Account by a Participant in or on account of any Plan Year is \$100.00

#### 05. **NONDISCRIMINATION REQUIREMENTS**

- a. **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.
- b. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section and/or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

#### 06. **COORDINATION WITH CAFETERIA PLAN**

All Participants under the Plan are eligible to receive Benefits under this Health Flexible Spending Account. Enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

#### 07. **HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS**

- a. **Expenses must be incurred during Plan Year.** All eligible Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed, subject to the Section titled: "Termination of Employment", even though the submission of such a claim occurs after his or her participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.
- b. **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his or her Spouse or Dependents.
- c. **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time after incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical

Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

- d. **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within the 2.5 month Grace Period, as defined in the Article titled: "Definitions" or within 121 days after the end of the Plan Year, that Medical Expense claim shall not be considered for reimbursement by the Administrator. Moreover, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after the date of termination.

#### 08. **DEBIT AND CREDIT CARDS**

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

- a. **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.
- b. **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued or remain in effect for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.
- c. **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in the Section titled: "Limitation on Allocations".
- d. **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator.
- e. **Card use.** The cards shall only be used for Medical Expense purchases as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, including, but not limited to, the following:
1. Co-payments for doctor and other medical care;
  2. Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;
  3. Purchase of medical items such as eyeglasses, syringes, crutches, etc.
- f. **Substantiation.** Such purchases by the cards shall be subject to confirmation by the Administrator, usually by requiring the Participant to submit a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation by the Administrator.
- g. **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.
1. Repayment of the improper amount by the Participant;
  2. Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal and state law;
  3. Claims substitution or offset of future claims until the amount is repaid; and
  4. If subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

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## VII. ARTICLE - DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

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### 01. **ESTABLISHMENT OF ACCOUNT**

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

### 02. **DEFINITIONS**

For the purposes of this Article and the Plan, the terms below shall have the following meaning:

- a. **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.
- b. **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.
- c. **"Employment-Related Dependent Care Expenses"** means the amounts paid for those expenses of a Participant that, if paid by the Participant, would be considered employment related expenses under Code Section 21(b)(2). Generally, they include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period during which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for, the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:
  1. If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment Related Dependent Care Expenses only if incurred for a Qualifying Dependent (as defined in the "Definitions" Section of the Article titled: "Dependent Care Flexible Spending Account") who regularly spends at least eight (8) hours per day in the Participant's household;
  2. If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than six (6) individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and
  3. Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid to or incurred by a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.
- d. **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,
  1. a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;
  2. a Dependent or Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or
  3. a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).
- e. The definitions of the Article titled: "Definitions" are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

### 03. **DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

04. **INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the amount of Cafeteria Plan Benefit Dollars that he has elected to apply toward his or her Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

05. **DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of the Participant pursuant to the Section titled: "Dependent Care Flexible Spending Account Claims" hereof.

06. **ALLOWABLE DEPENDENT CARE REIMBURSEMENT**

Subject to limitations contained in the Section titled: "Limitation on Payments" below, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

07. **ANNUAL STATEMENT OF BENEFITS**

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under the Section titled: "Definitions" during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

08. **FORFEITURES**

The amount in the Participant's Dependent Care Flexible Spending Account as of the end of the allowable 2.5 month Grace Period, as defined in the Article titled: "Definitions", of the normal Plan Year (and after the applicable run-out period and processing of all claims for such Plan Year pursuant to the Section titled: "Dependent Care Flexible Spending Account Claims" hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

09. **LIMITATION ON PAYMENTS**

- a. **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any tax year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000.00 (or cannot exceed \$5,000 as provided under Code Section 129 or \$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

10. **NONDISCRIMINATION REQUIREMENTS**

- a. **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination is prohibited under Code Section 129(d).
- b. **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of (i) the stock of, or (ii) the capital or profits interest in, the Employer.
- c. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination is prohibited by Code Section 129, it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

## 11. **COORDINATION WITH CAFETERIA PLAN**

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

## 12. **DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS**

The Administrator shall direct the payment of all qualified Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- a. The Dependent or Dependents for whom the services were performed;
- b. The nature of the services performed for the Dependent, the cost of which the Participant wishes reimbursement;
- c. The relationship, if any, of the person performing the services to the Participant;
- d. If the services are being performed by a child of the Participant, the age of the child;
- e. A statement as to where the services were performed;
- f. If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- g. If the services were being performed in a day care center, a statement:
  1. that the day care center complies with all applicable laws and regulations of the state of residence,
  2. that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
  3. of the amount of fee paid to the provider.
- h. If the Participant is married, a statement containing the following:
  1. the Spouse's salary or wages, if he or she is employed, or
  2. if the Participant's Spouse is not employed, that
    - i. he or she is incapacitated, or
    - ii. he or she is a full-time student attending an educational institution, and the months of the year during which he or she attends such institution.
- i. **Claims for reimbursement.** If a Participant fails to submit a claim within 121 days after the end of the 2.5 month Grace Period of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.

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## VIII. ARTICLE - ERISA PROVISIONS

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### 01. CLAIM FOR BENEFITS

- a. **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.
- b. **Health FSA claims.** If a Participant fails to submit a claim under the Health Flexible Spending Account within 121 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement must be submitted within 90 days after the date of termination. Once a claim is submitted, the following timetable for claims and the rules below apply:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the claim:	
Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Plan Administrator will provide written or electronic notification of any claim denial. The notice will state:

1. The specific reason or reasons for the denial.
2. Reference to the specific Plan provisions on which the denial was based.
3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.
4. A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of the right to bring a civil action under Section 502 of ERISA following a denial on review.
5. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.
6. If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided with the denial free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When the Participant receives a denial, the Participant shall have 180 days following receipt of the notification in which to appeal the decision. The Participant may submit written comments, documents, records, and other information relating to the Claim. If the Participant requests, the Participant shall be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a decision on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

1. was relied upon in making the claim determination;
2. was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
3. demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or

4. constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

- c. **Forfeitures.** Any balance remaining in the Participant's Dependent Care Flexible Spending Account or Health Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to the Section titled: "Forfeitures", whichever is applicable. Provided, any provision of the Plan to the contrary notwithstanding, where a Participant has properly appealed the denial of a claim and the appeal has not been finally resolved or the appeal has been finally resolved in favor of the Participant, no forfeiture shall take place as to any such balance in dispute. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus. If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited and returned to the Employer following a reasonable time after the date any such payment first became due.

## 02. **APPLICATION OF BENEFIT PLAN SURPLUS**

Any forfeited amounts credited to the benefit plan surplus may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

## 03. **NAMED FIDUCIARY**

The Administrator shall be the named fiduciary pursuant to ERISA Section 402 and shall be responsible for the management and control of the operation and administration of the Plan.

## 04. **GENERAL FIDUCIARY RESPONSIBILITIES**

The Administrator and any other fiduciary under ERISA shall discharge their duties with respect to this Plan solely in the interest of the Participants and their beneficiaries and

- a. for the exclusive purpose of providing Benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Plan;
- b. with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
- c. in accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with ERISA.

## 05. **NONASSIGNABILITY OF RIGHTS**

The right of any Participant to receive any reimbursement under the Plan shall not be alienable by the Participant by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so alienated or subjected shall not be recognized, except to such extent as may be required by law.

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## **IX. ARTICLE - ADMINISTRATION**

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### **01. PLAN ADMINISTRATION**

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person or persons, including, but not limited to, one or more Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or may be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery if no date is specified. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of ERISA, the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- a. To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- b. To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- c. To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- d. To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- e. To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- f. To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- g. To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such should be paid. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- h. To establish and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609; and
- i. To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

### **02. EXAMINATION OF RECORDS**

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer, for examination at reasonable times during normal business hours, such records as pertain to their interest under the Plan.

### **03. PAYMENT OF EXPENSES**

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

04. **INSURANCE CONTROL CLAUSE**

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer or other benefit program that is self-insured whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

05. **INDEMNIFICATION OF ADMINISTRATOR**

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

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## **X. ARTICLE - AMENDMENT OR TERMINATION OF PLAN**

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### **01. AMENDMENT**

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state and local laws, statutes and regulations.

### **02. TERMINATION**

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such accounts shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

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## **XI. ARTICLE - MISCELLANEOUS**

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### **01. PLAN INTERPRETATION**

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in the Section titled: "Severability".

### **02. GENDER AND NUMBER**

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

### **03. WRITTEN DOCUMENT**

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

### **04. EXCLUSIVE BENEFIT**

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

### **05. PARTICIPANT'S RIGHTS**

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

### **06. ACTION BY THE EMPLOYER**

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by the Employer.

### **07. EMPLOYER'S PROTECTIVE CLAUSES**

- a. **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.
- b. **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

### **08. NO GUARANTEE OF TAX CONSEQUENCES**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

### **09. INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS**

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant

as regular cash compensation, plus the Participant's share of any Social Security tax and Medicare tax that would have been paid on such compensation, less any such additional income tax, Social Security tax, and Medicare tax actually paid by the Participant.

10. **FUNDING**

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11. **GOVERNING LAW**

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event does the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of Nebraska.

12. **SEVERABILITY**

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

13. **CAPTIONS**

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

14. **CONTINUATION OF COVERAGE (COBRA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

15. **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

16. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

17. **UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

18. **COMPLIANCE WITH HIPAA PRIVACY STANDARDS**

- a. **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.
- b. **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- c. **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term

"payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.

- d. **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.
1. An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.
  2. In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:
    - i. investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
    - ii. appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
    - iii. mitigation of any harm caused by the breach, to the extent practicable; and
    - iv. documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- e. **Certification.** The Employer must and hereby does provide certification to the Plan that it agrees to adopt all required provisions as mandated under HIPAA for all non-exempt group health plans, including the following:
1. Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
  2. Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
  3. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
  4. Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
  5. Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
  6. Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
  7. Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
  8. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
  9. If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

10. Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards.

19. **COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS**

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

- a. **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- b. **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- c. **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in the Section titled: "Compliance with HIPAA Privacy Standards".

20. **MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

21. **GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

22. **WOMEN'S HEALTH AND CANCER RIGHTS ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

23. **NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

# Execution Agreement

**IN WITNESS WHEREOF, JOHNSON COUNTY CENTRAL SCHOOLS** has caused its authorized officer to execute this amended and restated Plan document as of \_\_\_\_\_, the same to be effective **September 01, 2024**, unless otherwise indicated herein.

Company: JOHNSON COUNTY CENTRAL SCHOOLS

Signature:

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Printed  
Name:

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Title:

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Date:

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## OPTION AGREEMENT TO PURCHASE REAL ESTATE

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

### RECITALS

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

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

(the "Property"); and

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

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

### AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

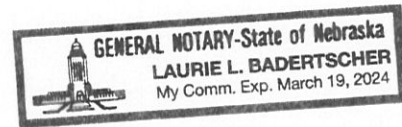
method, unless amended in a writing signed by duly authorized representatives of Buyer and Seller.

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

**BUYER:**

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

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



STATE OF NEBRASKA )  
COUNTY OF Johnson ) ss.

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

Laurie L. Badertscher  
Notary Public

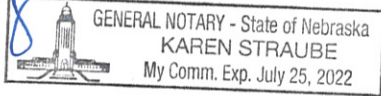
**SELLER:**

David Wilson

David Wilson

STATE OF NEBRASKA )  
COUNTY OF Johnson ) ss.

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



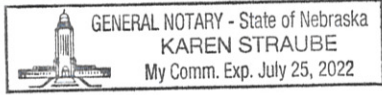
Karen Straube  
Notary Public

Suzanne Wilson

Suzanne Wilson

STATE OF NEBRASKA )  
COUNTY OF Johnson ) ss.

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



Karen Straube  
Notary Public

Exhibit A

[INSERT LIMITED TITLE REPORT

BY NEBRASKA TITLE CO. DATED OCTOBER 1, 2020]



# NEBRASKA TITLE COMPANY

SERVICE BEYOND EXPECTATION

## LIMITED TITLE REPORT

**FILE NO:** AUB0000683

**TO:** Johnson County Central Public Schools

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

### LEGAL DESCRIPTION:

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

### GRANTEE IN LAST DEED OF RECORD:

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

### UNRELEASED LIENS OF RECORD:

None of record

### JUDGMENTS OR TRANSCRIPTS OF JUDGMENTS:

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

### TAXES/ASSESSMENTS:

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

### EASEMENTS AND RESTRICTIONS OF RECORD:

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

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

Nebraska Title Company

A handwritten signature in black ink, appearing to read "Daniel J. Johnson". The signature is written in a cursive style with a prominent initial "D".

By

Registered Abstractor

Please direct inquiries to: Christopher Andregg

**NOTE: THIS IS AN INFORMATIONAL TITLE REPORT**

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

STATE OF NEBRASKA, SS  
JOHNSON COUNTY

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

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

Kathleen M. Jensen  
County Clerk  
[Signature]  
Deputy

### JOINT TENANCY WARRANTY DEED

LAYNE, LLC, A Nebraska Limited Liability Company,

GRANTOR, in consideration of

One Dollar and other good and valuable consideration,

received from GRANTEES,

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

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

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

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

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

Executed: APRIL 3, 2009.

LAYNE, LLC, Grantor

[Signature]  
By: Robert L. Benes, Member

State of Nebraska, County of Lancaster -- ss.

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

GENERAL NOTARY - State of Nebraska  
BENJAMIN D. GERDES  
My Comm. Exp. Aug. 29, 2010

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

# Nebraska Taxes Online

## Tax Statement

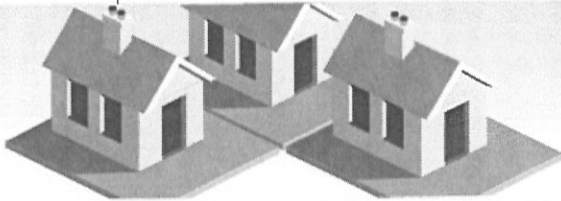
Served by WEBSERVER-1

Search 

Johnson County

 0  Step 4 of 8

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



Levy Graph 

Value Graph 

Tax Graph 

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

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EASEMENT OF RIGHT OF WAY

EASEMENT FOR RIGHT-OF-WAY

DALE S. HOLDEN & WIFE  
TO  
CITY OF TECUMSEH

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

C. E. STEWART, CO. CLK.

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

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

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

Dated this 24th day of December, 1935.

Witness:  
James Livingston

Dale S. Holden  
Mrs. Helen Holden

State of Nebraska }  
County of Johnson } SS.  
Johnson

Before me, a Notary Public, duly commissioned and qualified in and for said County, appeared Dales S. Holden and Mrs. Helen Holden, his wife, to me personally known to be the persons aforesaid, who hereby acknowledge their signatures to the foregoing instrument and acknowledge the same to be their voluntary act and deed.

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

James Livingston  
Notary Public.

My commission expires January 13, th. , 1937.

# DEED RECORD No. 28

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

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

FROM  
DALE SCOTT HOLDEN ET UX  
TO  
STATE OF NEBRASKA

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

A distance of 100.0 feet to a point 47.6 feet southerly from said North line; thence continuing easterly, a distance of 600.0 feet to a point 47.0 feet southerly from said North line; thence continuing easterly,

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

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

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

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

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

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

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

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

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

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

21-556

EASEMENT  
 DALE SCOTT HOLDEN, ET UX  
 TO  
 STATE OF NEBRASKA  
 FILED JULY 2, 1941 ✓  
 AT 4:45 P. M.  
 C. E. STEWART, CO. CLK.  
 L. E. YEAST, DEPUTY

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

CONSIDERATION OF THE SUM OF  
 Seven and 50/100 (\$7.50)-----DOLLARS  
 IN HAND PAID, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, AND THE FURTHER CONSIDERATION  
 THAT THE PREMISES HERE IN CONVEYED SHALL BE USED FOR Channel Change PURPOSES ONLY ( AND  
 THE ABANDONMENT OF THE HERE IN CONVEYED PREMISES FOR SUCH Channel Change PURPOSES SHALL  
 RENDER THIS CONVEYANCE VOID AND CAUSE SAID PREMISES TO REVERT TO THE GRANTORS, their  
 HEIRS AND ASSIGNS), HAVE GRANTED, CONVEYED, REMISED, RELEASED AND QUIT-CLAIMED, AND BY  
 THESE PRESENTS DO GRANT, CONVEY, REMISE, RELEASE AND FOREVER QUIT-CLAIM UNTO THE SAID  
 SECOND PARTY AND ITS SUCCESSORS AND ASSIGNS, ALL RIGHT, TITLE, INTEREST, ESTATE, CLAIM  
 AND DEMAND, BOTH AT LAW AND IN EQUITY, IN THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED  
 IN Johnson COUNTY, AND THE STATE OF NEBRASKA, TO-WIT:

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

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

IN WITNESS WHEREOF, THE SAID PARTIES OF THE FIRST PART have HEREBY SET their  
 HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN,  
 IN THE PRESENCE OF  
Al. N. Dafee Dale Scott Holden  
 Eilyn L. Holden

STATE OF NEBRASKA )  
 JOHNSON COUNTY ) se. ON THIS 27th DAY OF MARCH A. D., 1941, BEFORE ME, THE  
 UNDERSIGNED Al. N. Dafee, A NOTARY PUBLIC, DULY COMMISSIONED  
 AND QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME Dale Scott Holden and  
 Eilyn L. Holden, husband and wife, KNOWN TO BE THE IDENTICAL PERSONS WHOSE NAMES are  
 AFFIXED TO THE FOREGOING INSTRUMENT AS GRANTORS AND ACKNOWLEDGED THE SAME TO BE their  
 VOLUNTARY ACT AND DEED.

(AL. N. DAFOE ) WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR  
 (GENERAL NOTARIAL SEAL )  
 (COMMISSION EXPIRES ) LAST ABOVE WRITTEN.  
 ( NOV. 15, 1942 )  
 (JOHNSON COUNTY, NEBRASKA )  
Al. N. Dafee NOTARY PUBLIC  
 MY COMMISSION EXPIRES THE 15th DAY OF NOVEMBER, 1941

## ORDINANCE #528.

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 14<sup>th</sup> day of August, 1967.

Introduced by Councilman ROBERT W. GIESER

ATTEST:

CITY CLERK

MAYOR



STATE OF NEBRASKA } SS  
JOHNSON COUNTY }

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

Wayne C. McCoy  
County Clerk

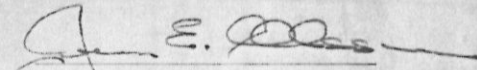
Deputy

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

### SURVEYORS CERTIFICATE

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

Survey Completed  
August 1967

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


STATE OF NEBRASKA, SS  
JOHNSON COUNTY

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

Wayne C. McCoy  
County Clerk

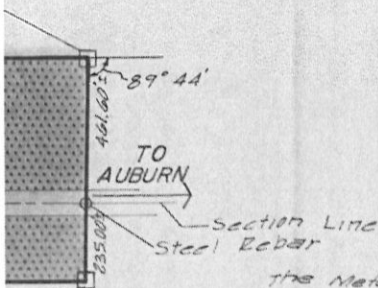
Deputy



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



Sheet  
of



## DESCRIPTION

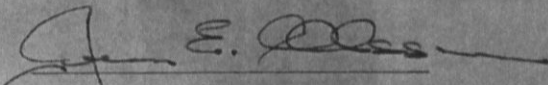
The Metes and bounds description of the annexation Property is as follows:

Beginning of the East 1/4 Corner of Sect. 29, T. 5 N., R. 11 E. of the 6th Principal Meridian running thence South along the East Line of said Sec. 29 a distance of 449.33 feet; running thence West along a line parallel to the center section line of Sec. 29 a distance of 183.00 feet; running thence North along a line parallel to the East section line of Sec. 29 a distance of 449.48 feet to the center section line of Sec. 29; running thence West along the section line of said Sec. 29 a distance of 250.00 feet; running thence North on a line parallel to the East section line of said Sec. 29 a distance of 2633.49 feet, more or less, to the North section line of said Sec. 29; running thence North on a line parallel to the East section line of Sec. 20, T. 5 N., R. 11 E. of the 6th Principal Meridian a distance of 1154.70 feet, more or less; running thence East at an angle of 90 degrees and 25 minutes (90° 25') right of the last previously described line a distance of 453.00 feet, more or less, to the East section line of said Sec. 20; running thence North on the East section line of said Sec. 20 a distance of 165.00 feet; running thence East along a line parallel to the South section line of Sec. 21, T. 5 N., R. 11 E. of the 6th Principal Meridian a distance of 1871.06 feet, more or less; running thence South along a line parallel to the West line of said Sec. 21 a distance of 858.25 feet, more or less; running thence East along a line parallel to the South section line of said Sec. 21 a distance of 2928.34 feet, more or less; running thence North on a line parallel to the West right-of-way line of State Highway No. 50 a distance of 643.53 feet; running thence East at an angle of 89 degrees and 59 minutes (89° 59') with the last previously described line a distance of 497.30 feet to the East line of said Sec. 21; continuing thence East on a line parallel to the South section line of Sec. 22, T. 5 N., R. 11 E. of the 6th Principal Meridian a distance of 505.66 feet; running thence South on a line parallel to the East right-of-way line of State Highway No. 50 a distance of 643.50 feet; running thence East along a line parallel to the South line of Sec. 22, T. 5 N., R. 11 E. of the 6th Principal Meridian a distance of 300.00 feet; running thence South at an angle of 89 degrees and 44 minutes (89° 44') right of the last previously described line a distance of 461.60 feet, more or less, to the South section line of said Sec. 22; continuing thence South along a line parallel to the West line of Sec. 27, T. 5 N., R. 11 E. of the 6th Principal Meridian a distance of 235.00 feet; running thence West on a line parallel to the North line of said Sec. 27 a distance of 1235.56 feet; running thence South on a line parallel to the West line of said Sec. 27 a distance of 2401.00 feet; to the center section line of said Sec. 27; running thence West on the center section line of said Sec. 27 a distance of 280.75 feet, more or less; running thence South on a line parallel to the West line of said Sec. 27 a distance of 1519.83 feet to the Northeast corner of the Eastridge Addition to the City of Tecumseh; running thence West along the North line of said Eastridge Addition a distance of 400.00 feet to the West line of said Sec. 27; running thence North along the West line of said Sec. 27 a distance of 1517.31 feet to the West 1/4 corner of said Sec. 27; running thence West on the center section line of Sec. 28, T. 5 N., R. 11 E. of the 6th Principal Meridian to the Southeast corner of the School Addition; running thence North along the East line of the School Addition a distance of 648.35 feet, more or less, to the Northeast corner of said School Addition; running thence West on the North line of said School Addition a distance of 208.70 feet, more or less, to the Northwest corner of said School Addition; running thence North along the East line of Kershaw's First and Second Addition to the Northeast corner of Kershaw's Second Addition; running West on the North line of Kershaw's Second Addition to the Southeast corner of the Graft and Ellsworth Addition; running thence North along the East line of the Graft and Ellsworth Addition to the North line of said Sec. 28; running thence West along said North line of said Sec. 28 to the Southeast corner of Block 2 of the 1890 Addition to the City of Tecumseh; running thence North along the East line of said 1890 Addition a distance of 200 feet, more or less, to the Northeast corner of Block 3 of the said 1890 Addition; running thence West along the North line of said Block 3 of said 1890 Addition a distance of 429.30 feet, more or less, to the Northwest corner of said Block 3 of the said 1890 Addition; running thence South along the West line of said Block 3 of said 1890 Addition to the North line of Mills Addition to the City of Tecumseh; running thence West on the North line of said Mills Addition a distance of 1287.00 feet, more or less, to the West line of Sec. 21, T. 5 N., R. 11 E. of the 6th Principal Meridian; running thence South on the West line of the said Sec. 21 to the Northwest corner of section 28, T. 5 N., R. 11 E. of the 6th Principal Meridian; continuing thence South on the West line of said Sec. 28 a distance of 2640.50 feet to the point of beginning.

## SURVEYORS CERTIFICATE

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

Survey Completed  
August 1967

  
 John E. Olsson  
 E-1538 LS. 135



RIGHT-OF-WAY EASEMENT

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

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

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

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

GENERAL CONDITIONS:

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

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

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

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

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

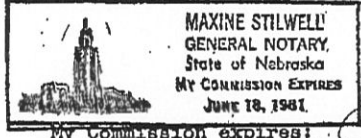
claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

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

Lloyd Hubbs mgr Spartan Const. Co.  
Dept of Activities Conserv. & Historic Sites Dept.  
City of Omaha, Ne

STATE OF NEBRASKA  
COUNTY OF JOHNSON

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



Maxine Stilwell  
NOTARY PUBLIC  
Maxine Stilwell.

My Commission expires: June 18, 1981

STATE OF NEBRASKA } SS  
JOHNSON COUNTY }

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

Wayne C. McCoy  
County Clerk

Deputy

STATE OF NEBRASKA }  
JOHNSON COUNTY } 85

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

ERROL R MEISINGER

TO

THE PUBLIC

BUILDING AND USE RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

Deputy

SHAWNEE RIDGE TECUMSEH, NEBRASKA

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

WITNESSETH:

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

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

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

## DEFINITION OF TERMS

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

### I. PROPERTY SUBJECT TO THIS DECLARATION

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

## II. COVENANTS AND RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

lettered lots.

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

III. DURATION OF COVENANTS AND RESTRICTIONS

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

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

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

BY   
Errol R. Meisinger

STATE OF NEBRASKA     )  
COUNTY OF JOHNSON    )  ss.

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

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



Karen Straube  
Notary Public

My Commission Expires: 7-25-2002.

MATCH LINE

GRANDE SEULE

N

Quinn & Reed

CERTIFICATE OF APPROVAL OF THE FINAL PLAT



CERTIFICATE OF APPROVAL OF STREETS AND UTILITIES

CERTIFICATE OF APPROVAL OF WATER AND SEWAGE SYSTEMS

CERTIFICATE OF OWNERSHIP, CONSENT AND DEDICATION

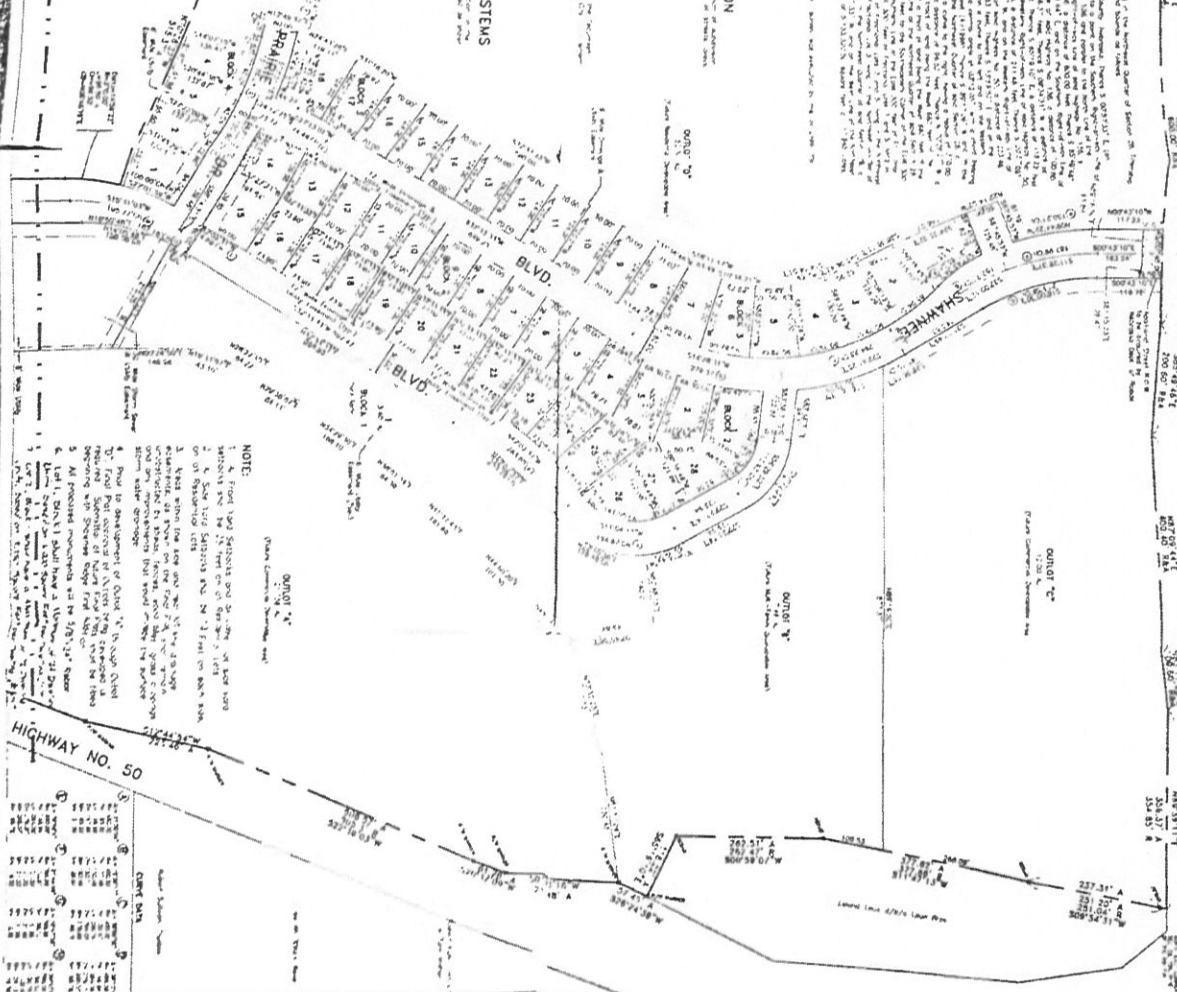
CERTIFICATE OF ACCURACY

SURVEYOR'S CERTIFICATE

LEGAL DESCRIPTION

HIGHWAY

NO. 136



NOTE:

1. A front yard setback and side yard setback for the 25' front of the lot...
2. No lot within the area...
3. All proposed improvements...
4. Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

FINAL PLAT

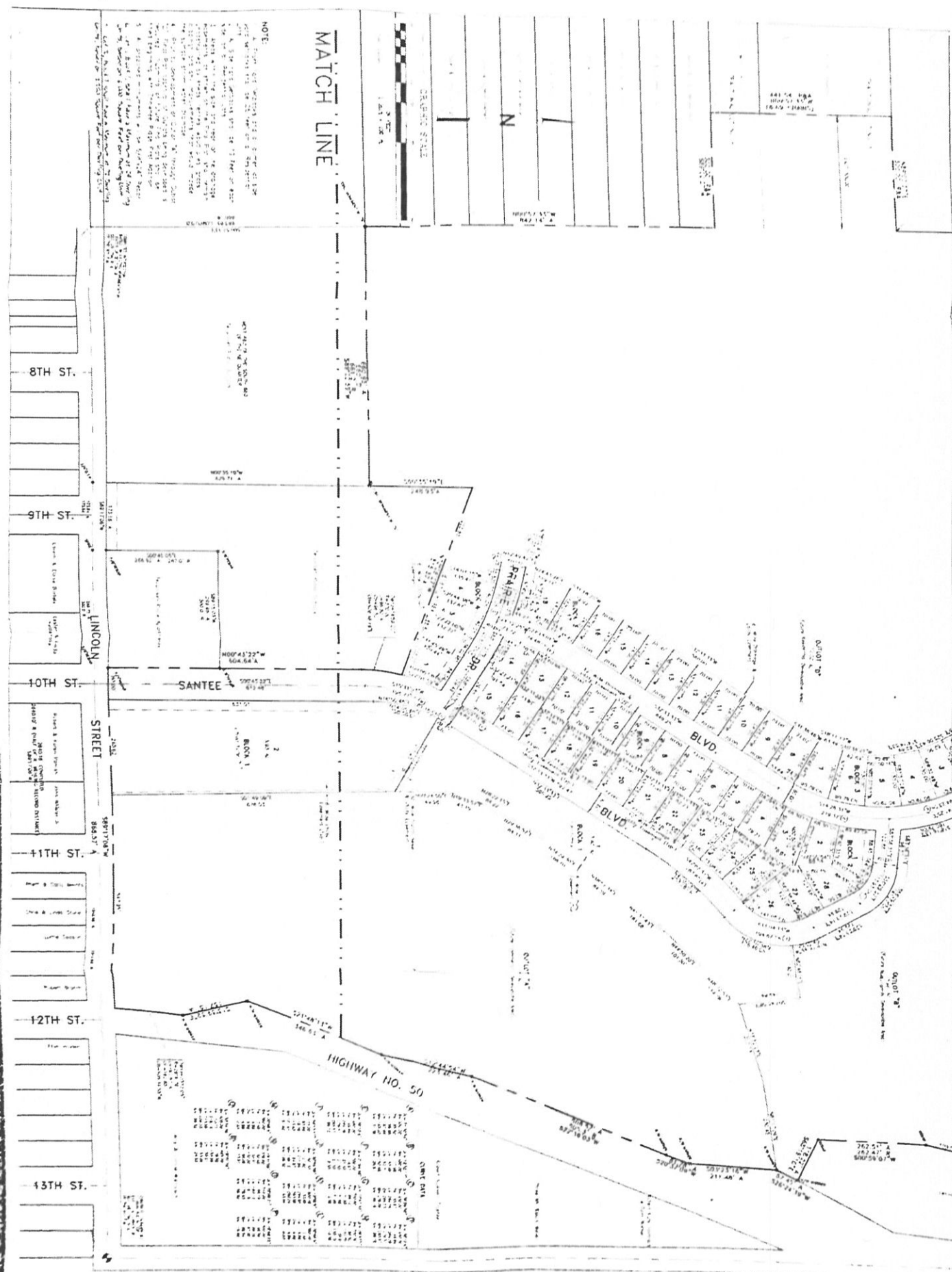
SHAWNEE RIDGE ADDITION  
TECUMSEH, NEBRASKA

1522-15	10/1/1900
1523-16	10/1/1900
1524-17	10/1/1900
1525-18	10/1/1900
1526-19	10/1/1900
1527-20	10/1/1900
1528-21	10/1/1900
1529-22	10/1/1900
1530-23	10/1/1900
1531-24	10/1/1900
1532-25	10/1/1900
1533-26	10/1/1900
1534-27	10/1/1900
1535-28	10/1/1900
1536-29	10/1/1900
1537-30	10/1/1900
1538-31	10/1/1900
1539-32	10/1/1900
1540-33	10/1/1900
1541-34	10/1/1900
1542-35	10/1/1900
1543-36	10/1/1900
1544-37	10/1/1900
1545-38	10/1/1900
1546-39	10/1/1900
1547-40	10/1/1900
1548-41	10/1/1900
1549-42	10/1/1900
1550-43	10/1/1900
1551-44	10/1/1900
1552-45	10/1/1900
1553-46	10/1/1900
1554-47	10/1/1900
1555-48	10/1/1900
1556-49	10/1/1900
1557-50	10/1/1900
1558-51	10/1/1900
1559-52	10/1/1900
1560-53	10/1/1900
1561-54	10/1/1900
1562-55	10/1/1900
1563-56	10/1/1900
1564-57	10/1/1900
1565-58	10/1/1900
1566-59	10/1/1900
1567-60	10/1/1900
1568-61	10/1/1900
1569-62	10/1/1900
1570-63	10/1/1900
1571-64	10/1/1900
1572-65	10/1/1900
1573-66	10/1/1900
1574-67	10/1/1900
1575-68	10/1/1900
1576-69	10/1/1900
1577-70	10/1/1900
1578-71	10/1/1900
1579-72	10/1/1900
1580-73	10/1/1900
1581-74	10/1/1900
1582-75	10/1/1900
1583-76	10/1/1900
1584-77	10/1/1900
1585-78	10/1/1900
1586-79	10/1/1900
1587-80	10/1/1900
1588-81	10/1/1900
1589-82	10/1/1900
1590-83	10/1/1900
1591-84	10/1/1900
1592-85	10/1/1900
1593-86	10/1/1900
1594-87	10/1/1900
1595-88	10/1/1900
1596-89	10/1/1900
1597-90	10/1/1900
1598-91	10/1/1900
1599-92	10/1/1900
1600-93	10/1/1900
1601-94	10/1/1900
1602-95	10/1/1900
1603-96	10/1/1900
1604-97	10/1/1900
1605-98	10/1/1900
1606-99	10/1/1900
1607-100	10/1/1900

ROSS ENGINEERS & PLANNERS  
Ross Engineering Inc.

**NOTE:**  
 1. THIS PLAN SHOWS THE LAYOUT OF THE  
 PROPOSED SHAWNEE RIDGE ADDITION TO  
 THE CITY OF TECUMSEH, NEBRASKA.  
 2. THE LOTS ARE TO BE 120 FEET  
 WIDE AND 150 FEET DEEP.  
 3. THE LOTS ARE TO BE 120 FEET  
 WIDE AND 150 FEET DEEP.  
 4. THE LOTS ARE TO BE 120 FEET  
 WIDE AND 150 FEET DEEP.  
 5. THE LOTS ARE TO BE 120 FEET  
 WIDE AND 150 FEET DEEP.  
 6. THE LOTS ARE TO BE 120 FEET  
 WIDE AND 150 FEET DEEP.  
 7. THE LOTS ARE TO BE 120 FEET  
 WIDE AND 150 FEET DEEP.  
 8. THE LOTS ARE TO BE 120 FEET  
 WIDE AND 150 FEET DEEP.  
 9. THE LOTS ARE TO BE 120 FEET  
 WIDE AND 150 FEET DEEP.  
 10. THE LOTS ARE TO BE 120 FEET  
 WIDE AND 150 FEET DEEP.

**MATCH LINE**



**FINAL PLAT**

**SHAWNEE RIDGE ADDITION**  
 TECUMSEH, NEBRASKA

Map 1522-C  
 1522-D  
 1522-E  
 1522-F

Scale: 1" = 100'  
 1" = 200'  
 1" = 300'

ALL AS SHOWN  
 HEREON ARE SUBJECT  
 TO THE RECORDS OF THE  
 CITY OF TECUMSEH, NEBRASKA



**ROSS**  
 Engineering  
 Inc.

Exhibit B

**WARRANTY DEED**

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

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

GRANTOR covenants with GRANTEE that GRANTOR:

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

Executed: \_\_\_\_\_, 202\_\_.

**GRANTOR:**

\_\_\_\_\_  
David Wilson

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by David Wilson.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Suzanne Wilson

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Suzanne Wilson.

\_\_\_\_\_  
Notary Public

Exhibit C

**MEMORANDUM OF OPTION TO PURCHASE**

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

RECITALS

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

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

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

(the "Property");

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

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

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

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

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

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

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

**SCHOOL DISTRICT:**

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

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

STATE OF NEBRASKA )  
COUNTY OF Johnson ) ss.



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

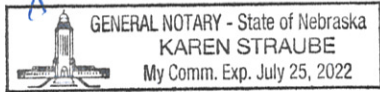
Laurie L. Badertscher  
Notary Public

**OWNER:**

David Wilson  
David Wilson

STATE OF NEBRASKA )  
COUNTY OF Johnson ) ss.

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

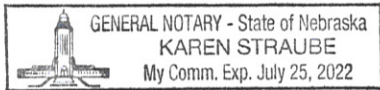


Karen Straube  
Notary Public

Suzanne Wilson  
Suzanne Wilson

STATE OF NEBRASKA )  
COUNTY OF Johnson ) ss.

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



Karen Straube  
Notary Public