

School Board Questions and Answers

Project Scope & Cost

From: Staci Kay

Question: 1. Last year, the bathroom project was discussed at approximately \$425,000, yet the approved project was approximately \$1.1 million. What specific additions or changes account for the difference?

Answer: When initial discussions were held about constructing a bathroom facility in 2023-24 school year, we hoped to complete the project for less than \$500,000. It was a starting point.

From: Staci Kay

Question: 2. Can the District provide a line-item comparison between the original project and the final approved project?

Answer: The District's original project was based on a design concept borrowed from other works that encompassed a "family style" concept. This concept created standalone stalls for all bathrooms with the possibility of no gender designation. It would have contained 15 universal 'Family' stalls with full walls and solid doors instead of partitions. This design would not meet plumbing code requirements. Therefore, a comparison between the initial and final projects is not available, as the two are not directly comparable on an apples-to-apples basis.

From: Staci Kay

Question: 3. What exactly is included in the \$1.1 million project?

Answer: The \$1,097,000 all-in cost includes design fees, inspections, testing, concrete foundation and flatwork, excavation and dirt work, framing, doors, window, hardware, interior work, plumbing, electrical, mechanical, which will result in a 15 stall (7 Women's, 5 Men's and 3 family) facility with a surrounding sidewalk for accessibility.

From: Staci Kay

Question: 4. Were any change orders or amendments made after the contract was approved?

Answer: Yes

From: Staci Kay

Question: 5. What funding sources are paying for this project?

Answer: The project was funded using capital outlay funds in addition to a BankNorth Grant of \$70,000 and private donations of \$19,000+. No bonds or capital outlay certificates were needed on this project.

From: Staci Kay

Question: 6. Were any grants, reserve funds, capital outlay funds, or bond proceeds used?

Answer: Yes, \$70,000 from BankNorth and private donations of \$19,000+

From: Staci Kay

Question: 6a. If so, what and how much of each?

Answer: Yes, \$70,000 from BankNorth and private donations of \$19,000+

From: Staci Kay

Question: 7. If additional funds were allocated after the original estimate, when were they approved and by whom?

Answer: No funds have been allocated for this project; the Board voted to cancel pending payments to Mammoth (see July 13, 2025 Board Minutes).

From: Staci Kay

Question: 8. Who all approved the Design/Architectural plans?

Answer: The design plans were approved by the Board during the September 2025 meeting (see 9/8/2025 minutes).

From: Staci Kay

Question: 8a. When was that design approved?

Answer: The design plans were approved by the Board during the September 2025 meeting (see 9/8/2025 minutes).

Procurement & Contracting

From: Staci Kay

Question: 9. Why was Mammoth Sports Construction selected instead of using South Dakota's traditional competitive bidding process?

Answer: The Warner School District sought outside assistance after an earlier effort encountered zoning, code, and design obstacles. Mammoth had the earliest availability and had worked with the District prior. The Equalis design-build approach allowed faster execution and local subcontractor selection. (FaceBook posts: 4/16/2026 and 5/22/2026) The District had followed a similar process for the football field lights and bleacher installation.

From: Staci Kay

Question: 10. Who first recommended using the cooperative purchasing method?

Answer: The Warner School District has used cooperative purchasing in previous years, including bus purchases, the new football field lights, stadium bleachers, and paper. It has been a fairly common practice for schools over the last 10 years or more.

From: Staci Kay

Question: 11. What due diligence was completed before selecting Mammoth?

Answer: The Warner School District reached out to several firms that we have connected with for previous projects including CO-OP Architecture, JGL, and Mammoth. Mammoth had the earliest availability and the District had worked with them on the field turf installation.

From: Staci Kay

Question: 12. Was the Board informed of any legal risks associated with cooperative purchasing before approving the contract?

Answer: No, the District's previous use of Cooperative Purchasing had not led to any legal risks.

From: Staci Kay

Question: 13. Did the District obtain a written legal opinion before entering into the contract?

Answer: No, the District did not find it necessary to seek a written legal opinion since we have used Cooperative Purchasing prior to this agreement with no legal implications.

From: Staci Kay

Question: 13a. If so, when and from whom?

Answer: The District did not seek written legal opinion on this matter.

From: Staci Kay

Question: 14. What alternatives were considered before selecting Mammoth?

Answer: The District made an earlier attempt to publish plans and accept bids without outside assistance; that effort stopped after zoning, code, and design obstacles. The District then inquired with several firms before selecting Mammoth.

From: Staci Kay

Question: 15. Were any local contractors given an opportunity to compete for the work?

Answer: The Warner School District provided Mammoth with a list of local contractors we have worked with in the past or had connections to the community. Many of which were awarded to complete the work (see FaceBook posts on 4/16/2026 and 5/22/2026).

From: Staci Kay

Question: 16. When did the District originally advertise for bids?

Answer: The Warner School District initially advertised bids for the project on January 23, 2025 and January 30, 2025 in the Aberdeen Insider and www.sdpublicnotices.com.

From: Staci Kay

Question: 17. Where did the District originally advertise for bids?

Answer: The Warner School District initially advertised bids for the project on January 23, 2025 and January 30, 2025 in the Aberdeen Insider. The ad was also available for viewing on www.sdpublicnotices.com.

From: Staci Kay

Question: 18. Who was the District's primary point of contact with Mammoth throughout the project?

Answer: Superintendent Michael Kroll

Attorney General Opinion

From: Staci Kay

Question: 19. When did the District first become aware there were concerns regarding the legality of the procurement process?

Answer: The Attorney General issued Opinion 26-03 on June 25, 2026 (FaceBook post 7/1/2026). This was the first official and credible source that provided a conflicting opinion to the process for which the District used for this project.

From: Staci Kay

Question: 19a. If it was before June 1st, why was the project not paused at that time?

Answer: The Warner School District stopped work on 6/26/2026, the day after the Attorney General issued Opinion 26-03. (FaceBook posts, 7/1/2026 and 7/16/2026).

From: Staci Kay

Question: 20. After concerns were publicly raised, what actions did the Board take?

Answer: The District stopped work on 6/26/2026. On 7/15/2026, the Board voted to terminate the Mammoth contract and approved reopening bidding to complete the project. (FaceBook post, 7/16/2026)

From: Staci Kay

Question: 21. When did the District receive notice of the Attorney General's investigation or opinion?

Answer: The Attorney General Official Opinion was issued on 6/25/2026. (FaceBook post 7/1/2026)

From: Staci Kay

Question: 22. Did the Board discuss the Attorney General's concerns before work was halted?

Answer: The Board became aware of the Attorney General's official concerns when Opinion 26-03 was issued on 6/25/2026. The Superintendent and attorney corresponded immediately and the District stopped work the next day based on legal counsel.

From: Staci Kay

Question: 23. Does the Board believe any mistakes were made during the procurement process?

Answer: The District acknowledges greater transparency earlier in the process could have prevented many of the misunderstandings. After the Attorney General's opinion, it halted work, approved termination of the contract, and approved reopening bidding. (FaceBook posts, 5/22/2026 and 7/16/2026)

From: Staci Kay

Question: 24. Has the District been advised of any financial liability resulting from the Attorney General's opinion?

Answer: The District is obligated to pay for attorney fees due to the pending lawsuit against the District filed by local taxpayers. The District has sought legal counsel due to the lawsuit from the taxpayers standing firm that the District should not pay Mammoth (and local contractors) for the work they have completed. This determination will be left to the courts to decide. The taxpayers are also seeking that their legal fees be paid, so there may be additional financial obligations to the District. The District will also incur additional fees for completion of the remaining portion of the project; bidding and publication costs for example.

Payments & Financial Exposure

From: Staci Kay

Question: 25. How much has been paid to Mammoth Sports Construction?

Answer: The District paid Mammoth Sports Construction \$48,000 for design fees. At the time of posting this response, \$0 dollars have been paid to Mammoth Sports Construction and local subcontractors for construction work completed.

From: Staci Kay

Question: 26. What work had been completed when those payments were made?

Answer: The project is approximately 45% completed. Outside of the design fees, no additional payments have been made at the time of posting this response.

From: Staci Kay

Question: 27. Can taxpayers see an itemized accounting of all payments related to this project?

Answer: When payment is made, the bill listing is available in the school board minutes.

From: Staci Kay

Question: 28. Has the District received any refunds, credits, or reimbursements?

Answer: No

From: Staci Kay

Question: 29. How much has the District spent on attorney fees related to this matter?

Answer: The District has spent \$1,875 as of our July 13, 2026 school board meeting.

From: Staci Kay

Question: 30. Has the District filed any insurance claims related to this project?

Answer: An insurance claim was made due to the pending lawsuit against the District. As a result our premiums will increase due to initiating a claim for legal defense.

From: Staci Kay

Question: 31. What is the District's estimated financial exposure today?

Answer: At the time of this posting, the amount is unknown and will be greatly influenced by the court ruling, legal fees, and possible increase in construction costs.

From: Staci Kay

Question: 32. Were Board members provided copies of every contract amendment, payment application, and invoice before approving payments?

Answer: Yes, Board members received pay applications, and contract amendments prior to approving payments.

From: Staci Kay

Question: 33. Were any payments approved in executive session?

Answer: No

Construction Status

From: Staci Kay

Question: 34. What portions of the bathroom project have been completed?

Answer: Approximately 45%, including but not limited to: concrete foundation and floor, framing, roof (including shingles), interior walls, windows, rough grade, rough plumbing (and inspection), some electrical and mechanical, and temporary fencing (which has since been removed).

From: Staci Kay

Question: 35. What remains unfinished?

Answer: Approximately 55%, including but not limited to: surrounding sidewalks, final dry-in, gutters and soffit, insulation, doors, final grade, hardware, FRP, painting, floor finish, final electrical, plumbing and mechanical, accessory installation and stalls.

From: Staci Kay

Question: 36. Has all purchased equipment and material been inventoried?

Answer: Yes

From: Staci Kay

Question: 37. Who currently owns those materials?

Answer: Subcontractors have submitted all payment requests, but with the pending lawsuit they have not been reimbursed, so those are still owned by the subcontractors until payment is received.

From: Staci Kay

Question: 38. Have independent inspections been performed on the completed work?

Answer: No independent inspectors, but State inspectors have been here to conduct their inspections for work completed.

From: Staci Kay

Question: 39. Has any completed work deteriorated while construction has been paused?

Answer: At the time of this posting, no.

Contract Termination

From: Staci Kay

Question: 40. Has Mammoth's contract terminated?

Answer: Yes, the Board voted to terminate the District's contract with Mammoth on July 15, 2026. See School Board Meeting Minutes for July 15, 2026.

From: Staci Kay

Question: 40a. What was the date of termination?

Answer: July, 15, 2026; see School Board Meeting Minutes for July 15, 2026

From: Staci Kay

Question: 40b. If not, then Why has Mammoth's contract NOT been terminated?

Answer: Not applicable.

From: Staci Kay

Question: 41. Is Mammoth seeking payment from the District?

Answer: Yes, Mammoth is seeking payment for work completed prior to construction being halted. This would also allow local subcontractors to be paid for the work they've completed.

From: Staci Kay

Question: 42. What obligations, if any, remain under the terminated contract?

Answer: The District has been billed for the work completed, but the District has not paid any amount at this point in time. The circuit court was petitioned to determine what, if anything, is to be paid to Mammoth for the work completed.

Future Construction

From: Staci Kay

Question: 43. Will the remaining work now be competitively bid under South Dakota law?

Answer: The Board approved reopening the bidding process on July 15, 2026, to complete construction. (FaceBook post July 16, 2026)

From: Staci Kay

Question: 44. When will the project be rebid?

Answer: The official date for rebidding the project has yet to be determined. The District has begun the process but will need time to determine the extent of work left to complete, rewrite the bid spec sheets, and determine the bidding timeline.

From: Staci Kay

Question: 44a. Where will this be advertised?

Answer: Advertisements will be conducted in accordance with South Dakota law. The Warner School District has identified the Aberdeen Insider as its newspaper of record. Bids will be advertised there along with other sites based on legal recommendations.

From: Staci Kay

Question: 45. Will all project plans and specifications be publicly available?

Answer: The public may request documents through a written public records request to the District.

From: Staci Kay

Question: 46. Will local contractors be encouraged to bid?

Answer: The original project involved several local contractors. Per state law, all interested contractors are encouraged to bid; that would include those subcontractors that were part of the first portion and all other interested parties.

From: Staci Kay

Question: 47. Has the District obtained an updated estimate of what it will cost to complete the project?

Answer: No. The District is currently working on contracting with a third party to determine those costs.

From: Staci Kay

Question: 48. Has the project timeline been revised? If so, what does that timeline look like?

Answer: The original expected completion date of 8/14/2026 will not be met. A new date has yet to be officially determined and won't be finalized until the bidding process is completed. We would like to have it available in the Spring of 2027 for the track season but will not guarantee a specified time until finalizing a contract with the successful bidder.

Board Oversight

From: Staci Kay

Question: 49. What information was provided to Board members before they voted to approve the project?

Answer: Over the series of meetings from when original discussions started, the board received and discussed various details and concepts including but not limited to size of the building, number of stalls, code requirements, desired elements, costs, scope of work, examples of work, etc.

From: Staci Kay

Question: 50. Did every Board member have access to the contract before voting?

Answer: The District received the contract on 2/5/2026 and the Superintendent briefed the board on financial information during the February board meeting on 2/9/2026.

From: Staci Kay

Question: 51. Did any Board member express concerns prior to approval?

Answer: The Board members had in-depth discussions sharing concerns and asking questions throughout the process. Administrators conducted research and provided responses to the Board's questions.

From: Staci Kay

Question: 52. What role did the superintendent/administration play in recommending or approving the procurement method?

Answer: The Superintendent made the recommendation to utilize the cooperative purchasing method for the project following a similar recommendation made for the purchase and installation of the football field lights and bleachers. The District has used this method in the past and believed it was a reasonable course of action.

From: Staci Kay

Question: 53. What role did the District's attorney play throughout the process?

Answer: The District sought legal counsel throughout the process. The District's attorney provided information, legal interpretations, reviewed FaceBook posts and other responses provided in writing to the community members.

From: Staci Kay

Question: 54. Were outside consultants involved in recommending the procurement strategy?

Answer: No

Transparency

From: Staci Kay

Question: 55. Why weren't project documents made publicly available before the contract was approved?

Answer: Project documents are not typically made available to the public. The public may request documents through a written records request to the District.

From: Staci Kay

Question: 56. Why weren't community members informed of the legal concerns sooner?

Answer: The District sought legal counsel when initial concerns were voiced regarding the contract and were assured it was a legal binding contract. Following the release of the Attorney General's Opinion on 6/25/2026, the board took action and shared those details with the public. Additional legal action was needed when the local taxpayers filed a lawsuit on July 1, 2026.

From: Staci Kay

Question: 57. Will contracts for future projects be posted publicly before Board approval?

Answer: School Board approval for contracts will be conducted during regular business meeting and those items will be listed on agendas. The contract in its entirety typically are not shared publicly but can be requested through public records request.

From: Staci Kay

Question: 58. Will supporting documents such as bids, contracts, payment applications, and change orders be made available online?

Answer: Bid solicitation will be posted. It is not typical for a school District to post those other types of documents online. Documents can be accessed through a written public records request.

From: Staci Kay

Question: 59. Is there a minimum project cost that requires the District to publicly post or advertise a construction project before work begins?

Answer: Public improvement projects over \$100,000 require the District to publicly post or advertise a construction project. The Warner School District, along with several other school Districts, believed this project was exempt because it was a design-build contract through Equalis. (Facebook post, 5/22/2026) Please see Warner School Policy 3003 for additional information.

From: Staci Kay

Question: 59a. If so, what is that dollar amount?

Answer: \$100,000; Please see Warner School Policy 3003.

From: Staci Kay

Question: 59b. If not, how do we get that dollar amount set?

Answer: Please see Warner School Policy 3003.

Policy & Accountability

From: Staci Kay

Question: 60. What lessons has the Board learned from this process?

Answer: The Board has noted the need for greater transparency, full compliance with applicable laws, accountability, and responsible stewardship of public resources.

From: Staci Kay

Question: 61. What policies will be changed to prevent similar issues in the future?

Answer: No policies will need to be changed. The issue that arose was based on interpretation of state law, not an absence of policy.

From: Staci Kay

Question: 62. Will an independent audit of this project be conducted?

Answer: An independent audit is currently being conducted.

From: Staci Kay

Question: 63. Will the Board publicly share the findings of any audit or investigation?

Answer: The District is committed to transparency and will share findings of the audit if applicable.

From: Staci Kay

Question: 64. Does the Board believe taxpayers received appropriate value for the money already spent?

Answer: Yes

Looking Forward

From: Staci Kay

Question: 65. What is the Board's plan to restore public trust?

Answer: The Board recognizes that public trust is earned through consistent actions, transparency, accountability, and open communication. We understand trust is strengthened when community members can see how decisions are made, understand the information behind those decisions, and know that the Board is acting in the best interest of the District. The Board has been committed to communicating and sharing the information we are legally allowed to share. Moving forward, the Board is dedicated to increased communication and transparency. Future large construction projects will go through the bidding process, with opportunities for community involvement and participation.

Throughout this process, the Board, Superintendent, and Business Manager acted in good faith, following established practices and consulting with legal counsel when appropriate. Our shared goal has always been to do what is right for the District. We are committed to complying with all applicable laws and District policies, and we believed we were doing so throughout this process. There was no intent to misrepresent information or engage in any improper or irregular activity. We acted with the intention of being responsible and ethical, and we believed those standards were being met. We will continue to hold ourselves to that standard moving forward.

From: Staci Kay

Question: 66. What is the expected completion date for the bathroom project?

Answer: As we stated in a previous question on the timeline, we have not established a new completion date at the time of this posting. We hope to have the facility available for the 2027 Track season but will not guarantee or declare a date until the bidding process can be completed.

From: Staci Kay

Question: 67. What additional costs should taxpayers expect before the project is complete?

Answer: The District will incur unexpected direct and indirect costs in order for the project to be completed. Direct costs will include but are not limited to: preparing for and rebidding the remainder of the project (including the potential increase in bid costs to complete work based on desire to work with the school, unknowns about how initial work was completed, timing of the rebid and various unknowns when completing half-done projects) legal costs associated with defending the District in a lawsuit with local taxpayers, potential increase in material costs, and the need for temporary restrooms at the field to meet needs. Indirectly: we have the potential for paying damages of the lawsuit, unknown legal fees in defense, additional insurance costs, and an insurance premium increase.

From: Staci Kay

Question: 68. How will the District ensure compliance with state procurement laws on future construction projects?

Answer: The District will continue to follow state laws and consult with attorneys throughout large construction projects.

From: Staci Kay

Question: 69. What communication plan will the Board use to keep the public informed moving forward?

Answer: The Warner School Board and School Administration always has and will continue to encourage community members to attend School Board meetings, review the meeting minutes, and ask questions on any topic. The fastest way for us to reach the broader public is through social media, email, and the school website. Community members are also encouraged to contact board members and administration with their questions.

From: Staci Kay

Question: 70. If the Board could make one decision differently regarding this project, what would it be?

Answer: The District would share more information sooner and seek input from the community. Seeking advice from previous board members would also be advantageous to gain insight and gather best practices.

From: Matt Sandve

Question: 1) Did the schools lawyer review the contract with Mammoth before it was signed?

Answer: No.

From: Matt Sandve

Question: If not, why?

Answer: The District did not seek a lawyer's review prior because we have participated in similar agreements in the past with no legal ramifications.

From: Matt Sandve

Question: 2) The superintendent and business manager knew there were other bids before for this project. For such a large amount of money that was being proposed why did they not do their due diligence to review those bids before signing the contract with Mammoth? (Using the Equalis excuse is not the only answer nor acceptable when it comes to a \$1.1 million dollar contract)

Answer: The Superintendent and Business Manager had already reached out to multiple firms regarding the design. The District opted to proceed with the design-build based on our previous successful experience with Mammoth. As we have responded in several other questions, the District did not receive other bids on this project for review.

From: Matt Sandve

Question: 3) Mike Kroll, Angie Vetter and Leah Haaland met with 3 tax payers on May 5th to go over concerns with the project. During that meeting it was discussed how the project was illegal (which the attorney general proved to be correct) along with another bid that was submitted for the project that was \$600k less. Even if Mike Kroll, Angie Vetter and Leah Haaland thought it was a legal contract, why would you continue to move forward with Mammoth knowing you were paying \$600k more of tax payer money for the project when the contract with Mammoth could have been terminated right then and there?

Answer: During the meeting on May 5th, the taxpayers provided their opinion of the cooperative purchasing process allegedly being illegal, but there was no SD Law stating it was illegal. We reached out to the Attorney General's office directly to inquire about challenges to the law and did not receive a response until the Attorney General's Opinion was issued on June 25, 2026. To clarify, the AG opinion is not law - it is a formal legal interpretation issued by the state Attorney General in response to a question about how the law should be interpreted or applied. After hearing the group's questions on the contract's legality, the District consulted the school's lawyer, who confirmed it followed SDCL and could not be terminated.

Now to address the bid referencing \$600K less; it was not submitted to the school but would have been submitted to Mammoth, as it should have. We reviewed the copy provided by taxpayers of the cost breakdown and it did not cover everything needed to complete the project. A couple of examples are the earthwork (21% of local sub) and concrete (28% of local sub) categories. These differences aligned with the taxpayers' frustration with how the contractor bidding did not have access to the project specs. This was not an "apples-to-apples" comparison and should not be used to determine what an accurate cost of the project should be.

From: Matt Sandve

Question: 4) After knowing how Mike Kroll mishandled the contract bidding and continued to push to get the job done by Mammoth even after other bids were brought forward that were up to \$600k less by reputable contractor; Why was no one else other than him and the business manager in on the discussions of the contract with Mammoth?

Answer: The District made adjustments to provide the board with a clearer understanding by including the Board President in all meetings. The allegation that project would have matched our approved design for \$600,000 less is clearly speculative in nature since the bid was made without current bid specification and provided no additional details outlining what they would be providing. It is also important to note the bid was never formally submitted to the school.

From: Matt Sandve

Question: 5) Why was the school lawyer used to defend the contract with Mammoth instead of using him to get out of the contract knowing that the school was over using \$600k of tax dollars?

Answer: The District contacted the school attorney for legal interpretation of a contract. His recommendation was based on what was in the best interest of the school District.

From: Matt Sandve

Question: 6) You used tax dollars to pay the school lawyer to defend over spending \$600k of tax dollars by individuals that are getting paid by tax dollars? Can you please explain how you think that is ok?

Answer: School attorneys are under contract to provide legal input on a variety of topics. When individuals bring legal questions forward, they are consulted, which is why we have them. For explanation on why the \$600,000 less bid reference is not valid, refer to answers for question #3

From: Matt Sandve

Question: 6) Tax payers told you this contract was illegal since April. You posted on Facebook in regards to saying this contract with Mammoth was said to be legal by our schools attorney. Again, the attorney general proved the school lawyer to be wrong like the tax payers were saying. Is the school going to look into finding a new attorney that knows the laws better?

Answer: No. The District will continue to use the attorney for legal advice and follow SDCL as it is written and interpreted. At the time the attorney was consulted, the contract was legal. Just as previous contracts using cooperative purchasing were legal.

From: Matt Sandve

Question: 7) Setting a 3 minute maximum time to speak during public comment at a school board meeting is optional for a school board. How do you find it to be ok to literally set a timer on the school board presidents phone to only allow tax payers 3 minutes to speak on such an important topic that a large amount of tax payers have issues with? Has this process been used when with every individual who has talked during public comment before or only ones that were talking about the Mammoth contract? If you say it has been used before please list who and the topic they were discussing. (No other previous school board member that has been asked has said they have done the time limit)

Answer: In order to meet requirements set forth in SDCL, the public comment section is required for all public meetings with a few select exceptions. Each local board has the discretion to establish a time limit for each speaker. Three minutes is the standard allotment. Please see the Attorney General's webpage for more information.

From: Matt Sandve

Question: 8) Who is going to be responsible for all the legal fees that are going to come about with this contract?

Answer: The District's general fund will cover the legal fees due to the contract, and more significantly, the lawsuit filed against the District.

From: Matt Sandve

Question: 9) Does the Warner School board over see Mike Kroll or does Mike Kroll over see the school board?

Answer: The School Board is directly responsible for hiring the Superintendent and Business Manager and evaluates each position annually. The arrangement works best when viewed as a partnership where everyone is working towards the success of our students and staff.

From: Matt Sandve

Question: 10) Why are comments turned off on certain Facebook posts by the school on this topic but yet not on all posts that are put on the Facebook page? Do you choose to only turn them off when you know you are in the wrong and don't want to see public feedback?

Answer: It was agreed upon when we established a FaceBook page to have the comment section turned off to prevent arguments, trash talk, and false allegations from being spread on the District's social media. If someone has a concern, they can address the proper individuals through more direct channels that allow for more professionalism and respect; it does not need to be on public display. We failed to turn off that feature on one post but corrected that matter as soon as we realized it.

From: Matt Sandve

Question: 11) On a Facebook post put out on May 22nd you stated that Mammoth worked with you when you raised concerns about costs. Who did they work with and is it legal to renegotiate a publicly funded project that's paid by tax dollars after the contract has been signed?

Answer: The contract was approved with the understanding that some expenses could be adjusted based on actual costs instead of the projected amounts. When the pay apps were sent, the school requested change orders that would have resulted in a deduct. Mammoth was working with the District to make those adjustments when the project was stopped. Change orders are a standard component of construction and were included in the contract. The District is confused as to why you, as a taxpayer, would not want to lower the cost of the project.

From: Matt Sandve

Question: 12) In the contract Mammoth stated that a performance bond would be provided. In the meeting with the 3 individuals that was stated in a previous question, Mike Kroll and Angie Vetter stated that Mammoth told them they had a performance bond in place. Yet when it finally was sent in late May it was dated just a few days before it was sent which meant they were lying to the school. Why was this not addressed as a concern and if it was what was the response?

Answer: Mammoth provided a copy of the pay and performance bond. When the District inquired about the date concern, they responded that they had recently switched bonding companies and would follow up to provide a copy that was in place at the start of the project.

From: Matt Sandve

Question: 13) Did the school have an actual bid layout sent to them so they knew what was costing so much to build such a small building? Or did they just send a number and the contract was signed only based on a number vs know what all the money was going to? When I asked for the bid information it took Mike Kroll 11 days to get that information and it was typed out in an email vs having a bid document.

Answer: The District received a breakdown of the costs for each component of the project.

From: Matt Sandve

Question: 14) Why has the school board left Mike Kroll in charge to handle anything with this project after he has proven to not be capable of doing so? Example: knowing there was other bids and did not get those numbers before signing the contract. Knowing that he is over spending by \$600k of tax payer money yet wanting to keep the contract with Mammoth.

Answer: The District never received a formal bid for \$600,000 less. The bid continually referenced in these questions was provided by a community member; it was one page long and contained no supporting documentation to identify what the District would be receiving with the bid.

From: Matt Sandve

Question: 15) How did the school not have enough capital outlay money to build the restroom in 2025 for \$450k but yet only a year later had enough to spend \$1.1 million dollars on it?

Answer: When initial discussions were held about constructing a bathroom facility in 2023-24 school year, we hoped to complete the project for less than \$500,000. It was a starting point. When we opened it up for bid at that time, the effort stopped after zoning, code, and design obstacles; not because the District did not have enough funds. The District was intentional and responsible while planning for this project.

From: Matt Sandve

Question: 15) How is the school board going to hold Mike Kroll accountable for not doing his job properly which led to over spending on the project, legal fees, and damaging the reputation of the Warner School and community?

Answer: Upon the advice of legal counsel, Personnel matters cannot be discussed in public.

From: Matt Sandve

Question: 16) If the school board chooses to somehow let Mike Kroll keep his job how can he be trusted by the tax payers to not do this again as he has done nothing but try to keep this project going under the same contract all while knowing he signed an illegal contract and over spent by \$600k when there was other bids.

Answer: Upon the advice of legal counsel, Personnel matters cannot be discussed in public.

From: Chris Vosika

Question: 1. What date was the superintendent/board notified that there was another bid of roughly \$477,000 from First Dakota out of Pierre. (Latest date would be May 5th, when a group of us brought that to the attention of the board president, superintendent, and business administrator during a private meeting.)

Answer: The School Board President was notified on May 4, 2026.

From: Chris Vosika

Question: 2. When they were notified, why didn't they pause the project like we requested to look into this other bid and the legality of the contract, rather than informing subcontractors to "keep pushing to get this done."

Answer: The District took the allegations seriously and started to investigate both the bid and contract legality immediately. The Board President was notified the evening of May 4, 2026 and met with the Superintendent and Business Manager the morning of May 5, where they scheduled a special School Board meeting for the evening of May 6, 2026. We reached out to the Attorney General's office directly and consulted with the school's lawyer. When the meeting was held, nothing had been deemed null and void yet. That did not occur until the Attorney General's Opinion was released on June 25, 2026. Subcontractors were at the top of our priority list throughout the process, knowing some of them were relying on this project as their only scheduled work during that time.