

City of Bennington  
City Council Meeting Agenda  
Monday, June 8, 2020; 6:30 p.m.  
City Office, 15505 Warehouse Street  
Bennington, NE  
402-238-2375

1. Call to Order - Roll Call – Open Meetings Act
2. Approval of Consent Agenda
  - A. May 11, 2020 City Council Meeting Minutes
  - B. May 2020 Bills Paid
  - C. Keno Receipts: May 8.75%: \$911.62
3. Prairie Hollow Reimbursement Request totaling \$22,429.51 for Cost Sharing Oversized Sanitary Sewer and Relocation of Aerial Crossing
  - A. Motion
4. Kempton Creek SID 603 Subdivision, Sewer Connection and HOA Maintenance Agreement
  - A. Motion to Approve
5. Ordinance No. 486 Amending Section 4.11 to the Bennington Zoning Regulations regarding Permitted Obstructions in Required Yards and Subterranean Egress Window Access Structures in Side Yards and Adding Definitions for Fire Escape and Egress Window Well
  - A. Motion to Approve the Second Reading and Waive the Third Reading
  - B. Motion to Adopt Ordinance No. 486
6. Ordinance No. 487 Amending the Bennington Municipal Code regarding Abandoned and Trespassing Vehicles
  - A. Motion to Approve the Second Reading and Waive the Third Reading
  - B. Motion to Adopt Ordinance No. 487
7. Resolution No. 2020-03 Tuition Reimbursement Language for Personnel Manual
  - A. Motion to Approve
8. Resolution No. 2020-05 Participation in Papio-Missouri River NRD Multi-Hazard Mitigation Plan
9. Resolution No. 2020-06 Surplus Vehicles
10. Resolution No. 2020-07 Providing “No Thru Traffic” Sign at the Intersection of North 157<sup>th</sup> Circle and North 157<sup>th</sup> Street
11. Resolution No. 2020-08 Ball Fields and Covid

12. Bennington 156<sup>th</sup> Street Project
  - A. Nebraska Department of Transportation Invoice - N/A
  - B. Project Schedule Update
  - C. Motion to Approve Invoice No. 116636 to JEO Consulting Group for \$6,051.25
  - D. Project Tracker for 156<sup>th</sup> Street
13. Acquisition of Real Estate for Recreational Uses via Purchase and Donation being located southwest of North 156<sup>th</sup> Street and Bennington Road in the NE ¼ of S15, T16N, R11 East of the 6<sup>th</sup> P.M., Douglas County, NE.
  - A. Update and Discussion
14. Pedestrian/Traffic Discussion on North Molley and Stark Streets
15. Emergency Notifications by Integrated Public Alert Warning System Discussion
16. Bennington General Engineering
  - A. Motion to Approve Invoice No. 116637 to JEO Consulting Group for \$4,548.75
17. Library Report
18. Police Report
19. Public Works Report
  - A. Chevy Medium Duty 5500 Truck Discussion
20. Office Report
  - A. Firework Sales Licenses and Covid-19
21. Project Tracker
22. Public Comments – This is the proper time for public comments on any topic or matter which is not on the agenda.
23. Adjourn

Anyone desiring to speak on an agenda item that involves a public hearing is invited to do so. All those who wish to address the Council during such a public hearing should stand, state your name and address and limit yourself to three minutes. Anyone desiring to speak for a longer period of time should make arrangements with the City Clerk prior to the meeting. This procedure will assure that everyone will be heard by the Council. Individuals requiring physical or sensory accommodations should contact the City Clerk at 402-238-2375. Thank you. Matt John, Mayor

# Monthly Financials

**CITY SALES TAX**

<b>2017</b>		<b>2018</b>		<b>2019</b>		<b>2020</b>	
January	37127.06	January	38148.6	January	49923.83	January	54779.3
February	34764.75	February	41398.22	February	46422.11	February	49777.21
March	52777.38	March	49779.74	March	48482.74	March	53676.73
April	42527.51	April	43733.41	April	50818.6	April	
May	61129.98	May	50355.27	May	62803.18	May	
June	50013.09	June	54658.58	June	64975.7	June	
July	44048.51	July	47611.98	July	64642.54	July	
August	43625.46	August	60726.89	August	65650.01	August	
September	47828.65	September	70377.15	September	82015.11	September	
October	48335.97	October	50109.59	October	57991.97	October	
November	45332.73	November	50748.63	November	56227.02	November	
December	48745.87	December	54090.22	December	94364.41	December	
<b>Total</b>	<b>556256.96</b>	<b>Total</b>	<b>611738.28</b>	<b>Total</b>	<b>744317.22</b>	<b>Total</b>	<b>158233.24</b>

**KENO REVENUE**

<b>2017</b>		<b>2018</b>		<b>2019</b>		<b>2020</b>	
January	3420.74	January	3266.58	January	3195.97	January	4834.07
February	1728.13	February	2900.43	February	2498.32	February	5066.27
March	2361.94	March	3066.41	March	2,621.99	March	4913.77
April	2803.24	April	3017.41	April	4222.62	April	648.52
May	2206.02	May	2912.92	May	3341.01	May	911.62
June	2058.72	June	2306.93	June	3185.37	June	
July	2179.64	July	2308.89	July	3515.97	July	
August	2140.74	August	2068.45	August	3384.45	August	
September	2512.76	September	2719.56	September	3909.77	September	
October	3154.87	October	2212.62	October	4527.91	October	
November	3404.27	November	2675.46	November	3991.76	November	
December	3104.97	December	3154.45	December	4985.14	December	
<b>Total</b>	<b>31076.04</b>	<b>Total</b>	<b>32610.11</b>	<b>Total</b>	<b>43380.28</b>	<b>Total</b>	<b>16374.25</b>



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06/04/20

Cash Basis

## City of Bennington, Nebraska

## Profit &amp; Loss by Class

October 2019 through May 2020

	Debt Servi...	Fiduciary F...	General G...	Keno Fund	Library Ex...	Parkland I...	Sewer Rep...	Street Fund	Unclassified	TOTAL
Ordinary Income/Expense										
Income										
5000 · Taxes										
5002 · Property Taxes	210,803.12	0.00	372,701.47	0.00	0.00	0.00	0.00	0.00	0.00	583,504.59
5004 · Homestead Allocation	4,589.42	0.00	11,219.19	0.00	0.00	0.00	0.00	0.00	0.00	15,808.61
5008 · Motor Vehicle Fees	691.44	0.00	1,155.87	0.00	0.00	0.00	0.00	13,289.46	0.00	15,136.77
5010 · Sales Tax-Local Option Receipts	0.00	0.00	475,660.28	0.00	0.00	0.00	0.00	0.00	0.00	475,660.28
5011 · Motor Vehicle Sales Tax	0.00	0.00	23,179.90	0.00	0.00	0.00	0.00	5,411.76	0.00	28,591.66
5012 · In-Lieu-Of Tax	10,681.26	0.00	32,012.79	0.00	0.00	0.00	0.00	0.00	0.00	42,694.05
5020 · Special Assessments	0.00	0.00	-1.02	0.00	0.00	0.00	0.00	0.00	0.00	-1.02
Total 5000 · Taxes	226,765.24	0.00	915,928.48	0.00	0.00	0.00	0.00	18,701.22	0.00	1,161,394.94
5100 · Intergovernmental										
5101 · Property Tax Credit Allocation	7,743.50	0.00	12,611.84	0.00	0.00	0.00	0.00	0.00	0.00	20,355.34
5106 · Douglas Cnty Library User Fees	0.00	0.00	24,165.62	0.00	0.00	0.00	0.00	0.00	0.00	24,165.62
5120 · Highway Allocation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	123,058.76	0.00	123,058.76
5121 · Highway Allocation-Sales Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54,693.70	0.00	54,693.70
Total 5100 · Intergovernmental	7,743.50	0.00	36,777.46	0.00	0.00	0.00	0.00	177,752.46	0.00	222,273.42
5200 · Charges for Services										
5201 · Library-Non DC Fees	0.00	0.00	90.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00
5202 · Library Fines & Copy Fees	0.00	0.00	431.15	0.00	0.00	0.00	0.00	0.00	0.00	431.15
5203 · Library-Book Replacement Fees	0.00	0.00	266.65	0.00	0.00	0.00	0.00	0.00	0.00	266.65
5204 · Franchise Fee-Cable TV	0.00	0.00	23,091.66	0.00	0.00	0.00	0.00	0.00	0.00	23,091.66
5205 · Public Hearing Fees	0.00	0.00	1,267.00	0.00	0.00	0.00	0.00	0.00	0.00	1,267.00
5206 · Sewer Connection Permit Fee	0.00	0.00	0.00	0.00	0.00	0.00	44,159.50	0.00	0.00	44,159.50
5207 · ASIP Collection Fee	0.00	0.00	0.00	0.00	0.00	0.00	5,305.00	0.00	0.00	5,305.00
5208 · Sewer Receipts	0.00	0.00	0.00	0.00	0.00	0.00	261,618.75	0.00	0.00	261,618.75
5210 · Dog Licenses	0.00	0.00	1,965.00	0.00	0.00	0.00	0.00	0.00	0.00	1,965.00
5211 · Pet Licensing State Fee	0.00	0.00	-126.88	0.00	0.00	0.00	0.00	0.00	0.00	-126.88
5212 · Liquor Licenses	0.00	0.00	3,300.00	0.00	0.00	0.00	0.00	0.00	0.00	3,300.00
5214 · Tobacco Licenses	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00
Total 5200 · Charges for Services	0.00	0.00	30,294.58	0.00	0.00	0.00	311,083.25	0.00	0.00	341,377.83
5300 · Use of Money & Property										
5302 · Interest	0.00	0.00	1,273.75	192.43	17.14	0.00	0.00	0.00	0.00	1,483.32
5304 · Community Room Revenue	0.00	0.00	563.75	0.00	0.00	0.00	0.00	0.00	0.00	563.75
Total 5300 · Use of Money & Property	0.00	0.00	1,837.50	192.43	17.14	0.00	0.00	0.00	0.00	2,047.07
5400 · Grants and Contributions										
5401 · Police Grants	0.00	0.00	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00
5402 · Donations	0.00	0.00	105.00	0.00	0.00	0.00	0.00	0.00	0.00	105.00
5403 · Contrib's/Donations-Libr	0.00	0.00	637.29	0.00	0.00	0.00	0.00	0.00	0.00	637.29
Total 5400 · Grants and Contributions	0.00	0.00	15,742.29	0.00	0.00	0.00	0.00	0.00	0.00	15,742.29
5500 · Bond and Note Proceeds										
5502 · Bond Proceeds	2,652,784.14	1.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,652,785.32
Total 5500 · Bond and Note Proceeds	2,652,784.14	1.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,652,785.32
5600 · Other Miscellaneous Income										
5601 · Police Misc Income	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00
5602 · Keno	0.00	0.00	0.00	29,879.06	0.00	0.00	0.00	0.00	0.00	29,879.06

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06/04/20

Cash Basis

## City of Bennington, Nebraska

## Profit &amp; Loss by Class

October 2019 through May 2020

	Debt Servi...	Fiduciary F...	General G...	Keno Fund	Library Ex...	Parkland I...	Sewer Rep...	Street Fund	Unclassified	TOTAL
5605 · Park/Streets Misc Income	0.00	0.00	11,295.54	0.00	0.00	0.00	0.00	0.00	0.00	11,295.54
5607 · TIF INCOME & EXPENSE	0.00	230,964.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	230,964.75
5600 · Other Miscellaneous Income - Other	0.00	0.00	165.22	0.00	0.00	0.00	0.00	0.00	0.00	165.22
<b>Total 5600 · Other Miscellaneous Income</b>	<b>0.00</b>	<b>230,964.75</b>	<b>11,470.76</b>	<b>29,879.06</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>272,314.57</b>
<b>Total Income</b>	<b>2,887,292.88</b>	<b>230,965.93</b>	<b>1,012,051.07</b>	<b>30,071.49</b>	<b>17.14</b>	<b>0.00</b>	<b>311,083.25</b>	<b>196,453.68</b>	<b>0.00</b>	<b>4,667,935.44</b>
<b>Gross Profit</b>	<b>2,887,292.88</b>	<b>230,965.93</b>	<b>1,012,051.07</b>	<b>30,071.49</b>	<b>17.14</b>	<b>0.00</b>	<b>311,083.25</b>	<b>196,453.68</b>	<b>0.00</b>	<b>4,667,935.44</b>
<b>Expense</b>										
6010 · Accounting	0.00	0.00	16,379.00	0.00	0.00	0.00	0.00	0.00	0.00	16,379.00
6017 · TIF Bond Interest Payments	0.00	397,971.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	397,971.83
6040 · Collection Fees-Douglas County	2,090.68	0.00	3,464.37	0.00	0.00	0.00	0.00	0.00	0.00	5,555.05
6041 · Admin Fees - State of Ne	0.00	0.00	15,872.22	0.00	0.00	0.00	0.00	0.00	0.00	15,872.22
6042 · VTR 1% Payback	0.00	0.00	54.12	0.00	0.00	0.00	0.00	0.00	0.00	54.12
6070 · Dues and Subscriptions	0.00	0.00	125.00	0.00	0.00	0.00	0.00	60.00	0.00	185.00
6075 · Economic Development	0.00	0.00	8,870.00	0.00	0.00	0.00	0.00	0.00	0.00	8,870.00
6090 · Engineering										
6093 · Benn. Park 5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6095 · Engineering-Logeman Park	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	75,000.00	0.00	150,000.00
6097 · 156th Street Imprvmnt Proj	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,983.75	0.00	18,983.75
6090 · Engineering - Other	0.00	0.00	50,226.25	0.00	0.00	0.00	0.00	8,505.00	0.00	58,731.25
<b>Total 6090 · Engineering</b>	<b>0.00</b>	<b>0.00</b>	<b>50,226.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>75,000.00</b>	<b>102,488.75</b>	<b>0.00</b>	<b>227,715.00</b>
6110 · Repairs & Maintenance	0.00	0.00	2,694.88	0.00	0.00	0.00	0.00	241,015.43	0.00	243,710.31
6120 · Insurance	0.00	0.00	47,618.00	0.00	0.00	0.00	0.00	0.00	0.00	47,618.00
6140 · Legal										
6143 · Benn. Park 5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6147 · 156th Street Improvement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92.00	0.00	92.00
6140 · Legal - Other	0.00	0.00	22,643.20	0.00	0.00	0.00	0.00	10,775.10	0.00	33,418.30
<b>Total 6140 · Legal</b>	<b>0.00</b>	<b>0.00</b>	<b>22,643.20</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,867.10</b>	<b>0.00</b>	<b>33,510.30</b>
6150 · Miscellaneous	0.00	0.00	16,634.80	0.00	0.00	0.00	0.00	49.72	0.00	16,684.52
6160 · Occupation Tax	0.00	0.00	1,100.00	0.00	0.00	0.00	0.00	0.00	0.00	1,100.00
6180 · Office Supplies	0.00	0.00	2,546.19	0.00	0.00	0.00	0.00	0.00	0.00	2,546.19
6190 · Postage	0.00	0.00	326.17	0.00	0.00	0.00	0.00	0.00	0.00	326.17
6200 · Publication	0.00	0.00	2,049.00	0.00	0.00	0.00	0.00	0.00	0.00	2,049.00
6210 · Sewer Connections	0.00	0.00	0.00	0.00	0.00	0.00	28,801.00	0.00	0.00	28,801.00
6215 · Sewer - City of Omaha	0.00	0.00	0.00	0.00	0.00	0.00	91,648.70	0.00	0.00	91,648.70
6218 · Signs	0.00	0.00	1,337.23	0.00	0.00	0.00	0.00	0.00	0.00	1,337.23
6220 · People Service Contract	0.00	0.00	0.00	0.00	0.00	0.00	9,400.00	0.00	0.00	9,400.00
6230 · Equipment	0.00	0.00	2,488.98	0.00	0.00	0.00	0.00	0.00	0.00	2,488.98
6250 · Locates	0.00	0.00	0.00	0.00	0.00	0.00	528.19	0.00	0.00	528.19
6255 · Snow Removal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,672.40	0.00	35,672.40
6256 · 156th St Improvement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	457,223.37	0.00	457,223.37
6260 · Telephone	0.00	0.00	1,397.52	0.00	0.00	0.00	0.00	0.00	0.00	1,397.52
6266 · Logeman Park	0.00	0.00	4,215.47	0.00	0.00	0.00	0.00	98,240.03	0.00	102,455.50
6270 · Utilities	0.00	0.00	3,318.77	0.00	0.00	0.00	0.00	37,878.36	0.00	41,197.13
6560 · Payroll Expnses-Gen Govt/Street										
6562 · Payroll Taxes-Genl Govt/Streets	0.00	0.00	3,113.46	0.00	0.00	0.00	0.00	2,614.52	0.00	5,727.98
6570 · Salary-City Clerk's Office										
6571 · Full Time City Office	0.00	0.00	38,205.55	0.00	0.00	0.00	0.00	0.00	0.00	38,205.55
6572 · Part-time City Office	0.00	0.00	9,044.31	0.00	0.00	0.00	0.00	0.00	0.00	9,044.31



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06/04/20

Cash Basis

## City of Bennington, Nebraska

## Profit &amp; Loss by Class

October 2019 through May 2020

	Debt Servi...	Fiduciary F...	General G...	Keno Fund	Library Ex...	Parkland I...	Sewer Rep...	Street Fund	Unclassified	TOTAL
Total 6570 · Salary-City Clerk's Office	0.00	0.00	47,249.86	0.00	0.00	0.00	0.00	0.00	0.00	47,249.86
6560 · Payroll Expnses-Gen Govt/Street - Other	0.00	0.00	926.59	0.00	0.00	0.00	0.00	20.54	0.00	947.13
Total 6560 · Payroll Expnses-Gen Govt/Street	0.00	0.00	51,289.91	0.00	0.00	0.00	0.00	2,635.06	0.00	53,924.97
6561 · Meritorious Awards	0.00	0.00	1,200.00	0.00	0.00	0.00	0.00	0.00	156.95	1,356.95
6580 · Ret Plan Contrib-Gen Govt/Stree	0.00	0.00	1,390.81	0.00	0.00	0.00	0.00	0.00	0.00	1,390.81
6581 · Health Insurance	0.00	0.00	8,114.83	0.00	0.00	0.00	0.00	0.00	0.00	8,114.83
7102 · Bonds Retired										
7127 · 2012 Refunding Bonds	1,220,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,220,000.00
7129 · 2013 Refunding of 1-15-08 Bond	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00
7130 · 3-17-15 REFUND BOND	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00
Total 7102 · Bonds Retired	1,450,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,450,000.00
7200 · Interest										
7211 · INTEREST ON 2017 BAN	9,260.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,260.00
7225 · 2012 Refunding Bond interest	19,849.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,849.81
7227 · Refunding of 1/15/08 Bnd Intere	232.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	232.50
7228 · 3-17-15 REFUNDED BOND	19,426.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,426.25
7229 · 2-15-19 Refunding Bond Interest	5,275.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,275.75
Total 7200 · Interest	54,044.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54,044.31
7802 · Keno License	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	100.00
7900 · Library Expansion	0.00	0.00	0.00	0.00	11,593.40	0.00	0.00	0.00	0.00	11,593.40
8900 · Park and Recreation										
8918 · Equipment	0.00	0.00	15,923.43	0.00	0.00	0.00	0.00	11,789.11	0.00	27,712.54
8928 · Gas and Oil	0.00	0.00	1,259.03	0.00	0.00	96.53	0.00	1,210.24	0.00	2,565.80
8932 · Health Insurance	0.00	0.00	5,202.55	0.00	0.00	0.00	0.00	5,320.37	0.00	10,522.92
8935 · Mileage	0.00	0.00	492.18	0.00	0.00	0.00	0.00	649.83	0.00	1,142.01
8950 · Repairs and Maintenance	0.00	0.00	36,177.59	0.00	0.00	0.00	1,362.70	4,768.52	0.00	42,308.81
8952 · Training	0.00	0.00	857.30	0.00	0.00	0.00	0.00	0.00	0.00	857.30
8954 · Restroom Rental	0.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00
8962 · Payroll Taxes	0.00	0.00	3,186.60	0.00	0.00	0.00	0.00	0.00	0.00	3,186.60
8970 · Salaries total										
8971 · Full time salaries	0.00	0.00	21,079.67	0.00	0.00	0.00	0.00	0.00	0.00	21,079.67
8972 · Part time salaries	0.00	0.00	12,411.38	0.00	0.00	0.00	0.00	0.00	0.00	12,411.38
Total 8970 · Salaries total	0.00	0.00	33,491.05	0.00	0.00	0.00	0.00	0.00	0.00	33,491.05
8978 · Supplies	0.00	0.00	4,639.05	0.00	0.00	0.00	0.00	4,066.40	0.00	8,705.45
8980 · Telephone	0.00	0.00	808.27	0.00	0.00	0.00	0.00	727.67	0.00	1,535.94
8981 · Retirement Plan Contributions	0.00	0.00	550.66	0.00	0.00	0.00	0.00	577.50	0.00	1,128.16
8982 · Utilities	0.00	0.00	3,697.55	0.00	0.00	0.00	0.00	2,078.14	0.00	5,775.69
8985 · Ballfield Lights	0.00	0.00	1,437.30	0.00	0.00	0.00	0.00	0.00	0.00	1,437.30
8900 · Park and Recreation - Other	0.00	0.00	929.94	0.00	0.00	0.00	0.00	218.94	0.00	1,148.88
Total 8900 · Park and Recreation	0.00	0.00	108,852.50	0.00	0.00	96.53	1,362.70	31,406.72	0.00	141,718.45
9000 · Police Department										
9015 · Dues, Memberships & Publication	0.00	0.00	75.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00
9018 · Equipment	0.00	0.00	16,645.98	0.00	0.00	0.00	0.00	0.00	0.00	16,645.98
9028 · Gas and Oil	0.00	0.00	2,668.19	0.00	0.00	0.00	0.00	0.00	0.00	2,668.19
9032 · Health Insurance	0.00	0.00	19,933.66	0.00	0.00	0.00	0.00	0.00	0.00	19,933.66
9040 · Meetings	0.00	0.00	66.17	0.00	0.00	0.00	0.00	0.00	0.00	66.17
9045 · Miscellaneous	0.00	0.00	47,466.87	0.00	0.00	0.00	0.00	0.00	0.00	47,466.87

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Cash Basis

## City of Bennington, Nebraska

## Profit &amp; Loss by Class

October 2019 through May 2020

	Debt Servi...	Fiduciary F...	General G...	Keno Fund	Library Ex...	Parkland I...	Sewer Rep...	Street Fund	Unclassified	TOTAL
9050 · Repairs and Maintenance- Equip	0.00	0.00	1,725.83	0.00	0.00	0.00	0.00	0.00	0.00	1,725.83
9051 · Repairs & Maint - Vehicles	0.00	0.00	3,006.29	0.00	0.00	0.00	0.00	0.00	0.00	3,006.29
9052 · Repairs & Maintenance-Buildings	0.00	0.00	1,724.41	0.00	0.00	0.00	0.00	0.00	0.00	1,724.41
9055 · Computer Tech Support	0.00	0.00	1,616.89	0.00	0.00	0.00	0.00	0.00	0.00	1,616.89
9062 · Payroll Taxes	0.00	0.00	7,083.24	0.00	0.00	0.00	0.00	0.00	0.00	7,083.24
9070 · Salaries total										
9071 · Full time Salaries	0.00	0.00	70,958.21	0.00	0.00	0.00	0.00	0.00	0.00	70,958.21
9072 · Part time salaries	0.00	0.00	22,750.88	0.00	0.00	0.00	0.00	0.00	0.00	22,750.88
9073 · Police Overtime	0.00	0.00	1,303.20	0.00	0.00	0.00	0.00	0.00	0.00	1,303.20
Total 9070 · Salaries total	0.00	0.00	95,012.29	0.00	0.00	0.00	0.00	0.00	0.00	95,012.29
9077 · Supplies	0.00	0.00	5,671.54	0.00	0.00	0.00	0.00	0.00	0.00	5,671.54
9078 · Supplies & Ammunition	0.00	0.00	2,522.80	0.00	0.00	0.00	0.00	0.00	0.00	2,522.80
9079 · Postage	0.00	0.00	176.13	0.00	0.00	0.00	0.00	0.00	0.00	176.13
9080 · Telephone	0.00	0.00	3,193.89	0.00	0.00	0.00	0.00	0.00	0.00	3,193.89
9081 · Retirement Plan Contributions	0.00	0.00	441.73	0.00	0.00	0.00	0.00	0.00	0.00	441.73
9082 · Utilities	0.00	0.00	4,898.89	0.00	0.00	0.00	0.00	0.00	0.00	4,898.89
9083 · Training	0.00	0.00	2,378.37	0.00	0.00	0.00	0.00	0.00	0.00	2,378.37
9084 · Employee Tuition Reimbursement	0.00	0.00	1,087.00	0.00	0.00	0.00	0.00	0.00	0.00	1,087.00
9085 · Uniforms	0.00	0.00	523.50	0.00	0.00	0.00	0.00	0.00	0.00	523.50
Total 9000 · Police Department	0.00	0.00	217,918.67	0.00	0.00	0.00	0.00	0.00	0.00	217,918.67
9100 · Fire Department	0.00	0.00	97,500.00	0.00	0.00	0.00	0.00	0.00	0.00	97,500.00
9200 · Library										
9205 · Print Materials	0.00	0.00	10,454.56	0.00	0.00	0.00	0.00	0.00	0.00	10,454.56
9210 · Dues	0.00	0.00	177.02	0.00	0.00	0.00	0.00	0.00	0.00	177.02
9215 · Equipment	0.00	0.00	932.50	0.00	0.00	0.00	0.00	0.00	0.00	932.50
9220 · Electronic Materials	0.00	0.00	898.22	0.00	0.00	0.00	0.00	0.00	0.00	898.22
9225 · Housekeeping	0.00	0.00	1,526.74	0.00	0.00	0.00	0.00	0.00	0.00	1,526.74
9230 · Office & Postage	0.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00
9235 · Repairs & Maintenance	0.00	0.00	1,708.91	0.00	0.00	0.00	0.00	0.00	0.00	1,708.91
9240 · Salaries										
9241 · Full time Salaries	0.00	0.00	30,580.43	0.00	0.00	0.00	0.00	0.00	0.00	30,580.43
9242 · Part time salaries	0.00	0.00	24,346.95	0.00	0.00	0.00	0.00	0.00	0.00	24,346.95
Total 9240 · Salaries	0.00	0.00	54,927.38	0.00	0.00	0.00	0.00	0.00	0.00	54,927.38
9245 · Reading Program	0.00	0.00	1,264.70	0.00	0.00	0.00	0.00	0.00	0.00	1,264.70
9250 · Supplies	0.00	0.00	1,397.27	0.00	0.00	0.00	0.00	0.00	0.00	1,397.27
9255 · Telephone	0.00	0.00	519.83	0.00	0.00	0.00	0.00	0.00	0.00	519.83
9260 · Utilities	0.00	0.00	2,004.96	0.00	0.00	0.00	0.00	0.00	0.00	2,004.96
9262 · Payroll Taxes	0.00	0.00	4,387.38	0.00	0.00	0.00	0.00	0.00	0.00	4,387.38
9265 · Travel/Mileage	0.00	0.00	242.44	0.00	0.00	0.00	0.00	0.00	0.00	242.44
9270 · Continuing Education	0.00	0.00	51.99	0.00	0.00	0.00	0.00	0.00	0.00	51.99
9275 · Electronic Access	0.00	0.00	2,299.75	0.00	0.00	0.00	0.00	0.00	0.00	2,299.75
9281 · Retirement Plan Contributions	0.00	0.00	1,460.85	0.00	0.00	0.00	0.00	0.00	0.00	1,460.85
9285 · Health Ins	0.00	0.00	8,483.60	0.00	0.00	0.00	0.00	0.00	0.00	8,483.60
Total 9200 · Library	0.00	0.00	92,938.10	0.00	0.00	0.00	0.00	0.00	0.00	92,938.10
9370 · Salaries-Streets total										
9371 · Full time salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,460.24	0.00	22,460.24
9372 · Part time salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,858.78	0.00	10,858.78



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Cash Basis

# City of Bennington, Nebraska

## Profit & Loss by Class

October 2019 through May 2020

	Debt Servi...	Fiduciary F...	General G...	Keno Fund	Library Ex...	Parkland I...	Sewer Rep...	Street Fund	Unclassified	TOTAL
Total 9370 · Salaries-Streets total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33,319.02	0.00	33,319.02
Total Expense	1,506,134.99	397,971.83	782,565.99	100.00	11,593.40	96.53	206,740.59	1,050,855.96	156.95	3,956,216.24
Net Ordinary Income	1,381,157.89	-167,005.90	229,485.08	29,971.49	-11,576.26	-96.53	104,342.66	-854,402.28	-156.95	711,719.20
Net Income	<u>1,381,157.89</u>	<u>-167,005.90</u>	<u>229,485.08</u>	<u>29,971.49</u>	<u>-11,576.26</u>	<u>-96.53</u>	<u>104,342.66</u>	<u>-854,402.28</u>	<u>-156.95</u>	<u>711,719.20</u>

**City of Bennington, Nebraska**  
**Profit & Loss Budget vs. Actual - GENERAL AND BOND FUNDS**  
 October 2019 through May 2020

	Oct '19 - May 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5000 · Taxes				
5002 · Property Taxes	583,504.59	1,087,135.00	-503,630.41	53.7%
5004 · Homestead Allocation	15,808.61			
5006 · VTR Tax	0.00	65,000.00	-65,000.00	0.0%
5008 · Motor Vehicle Fees	1,847.31	7,730.00	-5,882.69	23.9%
5010 · Sales Tax-Local Option Receipts	475,660.28	550,000.00	-74,339.72	86.5%
5011 · Motor Vehicle Sales Tax	23,179.90			
5012 · In-Lieu-Of Tax	42,694.05	39,500.00	3,194.05	108.1%
5020 · Special Assessments	-1.02			
Total 5000 · Taxes	1,142,693.72	1,749,365.00	-606,671.28	65.3%
5100 · Intergovernmental				
5101 · Property Tax Credit Allocation	20,355.34			
5106 · Douglas Cnty Library User Fees	24,165.62	55,000.00	-30,834.38	43.9%
Total 5100 · Intergovernmental	44,520.96	55,000.00	-10,479.04	80.9%
5200 · Charges for Services				
5201 · Library-Non DC Fees	90.00	250.00	-160.00	36.0%
5202 · Library Fines & Copy Fees	431.15	500.00	-68.85	86.2%
5203 · Library-Book Replacement Fees	266.65	400.00	-133.35	66.7%
5204 · Franchise Fee-Cable TV	23,091.66	20,000.00	3,091.66	115.5%
5205 · Public Hearing Fees	1,267.00	3,000.00	-1,733.00	42.2%
5210 · Dog Licenses	1,965.00	2,200.00	-235.00	89.3%
5211 · Pet Licensing State Fee	-126.88	-100.00	-26.88	126.9%
5212 · Liquor Licenses	3,300.00	3,300.00	0.00	100.0%
5214 · Tobacco Licenses	10.00	10.00	0.00	100.0%
5216 · Fireworks Permits	0.00	500.00	-500.00	0.0%
Total 5200 · Charges for Services	30,294.58	30,060.00	234.58	100.8%
5300 · Use of Money & Property				
5302 · Interest	1,273.75	500.00	773.75	254.8%
5304 · Community Room Revenue	563.75	3,000.00	-2,436.25	18.8%
Total 5300 · Use of Money & Property	1,837.50	3,500.00	-1,662.50	52.5%
5400 · Grants and Contributions				
5401 · Police Grants	15,000.00			
5402 · Donations	105.00			
5403 · Contrib's/Donations-Libr	637.29			
Total 5400 · Grants and Contributions	15,742.29			
5500 · Bond and Note Proceeds				
5502 · Bond Proceeds	2,652,784.14			
Total 5500 · Bond and Note Proceeds	2,652,784.14			
5600 · Other Miscellaneous Income				
5601 · Police Misc Income	10.00	500.00	-490.00	2.0%
5605 · Park/Streets Misc Income	11,295.54	17,500.00	-6,204.46	64.5%
5600 · Other Miscellaneous Income - Other	165.22	80,000.00	-79,834.78	0.2%

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Cash Basis

**City of Bennington, Nebraska**  
**Profit & Loss Budget vs. Actual - GENERAL AND BOND FUNDS**  
 October 2019 through May 2020

	Oct '19 - May 20	Budget	\$ Over Budget	% of Budget
Total 5600 · Other Miscellaneous Income	11,470.76	98,000.00	-86,529.24	11.7%
Total Income	3,899,343.95	1,935,925.00	1,963,418.95	201.4%
Gross Profit	3,899,343.95	1,935,925.00	1,963,418.95	201.4%
Expense				
6010 · Accounting	16,379.00	22,000.00	-5,621.00	74.5%
6040 · Collection Fees-Douglas County	5,555.05	8,000.00	-2,444.95	69.4%
6041 · Admin Fees - State of Ne	15,872.22	18,000.00	-2,127.78	88.2%
6042 · VTR 1% Payback	54.12	500.00	-445.88	10.8%
6060 · Dog Catcher	0.00	250.00	-250.00	0.0%
6070 · Dues and Subscriptions	125.00	6,000.00	-5,875.00	2.1%
6075 · Economic Development	8,870.00	8,870.00	0.00	100.0%
6080 · Election Expense	0.00	400.00	-400.00	0.0%
6090 · Engineering				
6093 · Benn. Park 5	0.00			
6095 · Engineering-Logeman Park	0.00	10,000.00	-10,000.00	0.0%
6090 · Engineering - Other	50,226.25	115,000.00	-64,773.75	43.7%
Total 6090 · Engineering	50,226.25	125,000.00	-74,773.75	40.2%
6110 · Repairs & Maintenance	2,694.88	5,000.00	-2,305.12	53.9%
6120 · Insurance	47,618.00	51,080.00	-3,462.00	93.2%
6140 · Legal				
6143 · Benn. Park 5	0.00			
6140 · Legal - Other	22,643.20	50,000.00	-27,356.80	45.3%
Total 6140 · Legal	22,643.20	50,000.00	-27,356.80	45.3%
6150 · Miscellaneous	16,634.80	15,000.00	1,634.80	110.9%
6160 · Occupation Tax	1,100.00	1,100.00	0.00	100.0%
6170 · Office Cleaning	0.00	1,000.00	-1,000.00	0.0%
6180 · Office Supplies	2,546.19	3,500.00	-953.81	72.7%
6190 · Postage	326.17	1,000.00	-673.83	32.6%
6200 · Publication	2,049.00	3,000.00	-951.00	68.3%
6218 · Signs	1,337.23	500.00	837.23	267.4%
6230 · Equipment	2,488.98	5,000.00	-2,511.02	49.8%
6260 · Telephone	1,397.52	2,200.00	-802.48	63.5%
6266 · Logeman Park	4,215.47			
6270 · Utilities	3,318.77	9,000.00	-5,681.23	36.9%
6560 · Payroll Expnses-Gen Govt/Street				
6562 · Payroll Taxes-Genl Govt/Streets	3,113.46	5,520.00	-2,406.54	56.4%
6570 · Salary-City Clerk's Office				
6571 · Full Time City Office	38,205.55	55,000.00	-16,794.45	69.5%
6572 · Part-time City Office	9,044.31	14,000.00	-4,955.69	64.6%
Total 6570 · Salary-City Clerk's Office	47,249.86	69,000.00	-21,750.14	68.5%
6560 · Payroll Expnses-Gen Govt/Street - Other	926.59	1,300.00	-373.41	71.3%
Total 6560 · Payroll Expnses-Gen Govt/Street	51,289.91	75,820.00	-24,530.09	67.6%
6561 · Meritorious Awards	1,200.00	2,500.00	-1,300.00	48.0%
6580 · Ret Plan Contrib-Gen Govt/Stree	1,390.81	2,070.00	-679.19	67.2%
6581 · Health Insurance	8,114.83	14,079.00	-5,964.17	57.6%
7102 · Bonds Retired				
7107 · 2017 BAN	0.00	40,000.00	-40,000.00	0.0%

**City of Bennington, Nebraska**  
**Profit & Loss Budget vs. Actual - GENERAL AND BOND FUNDS**  
 October 2019 through May 2020

	Oct '19 - May 20	Budget	\$ Over Budget	% of Budget
7127 · 2012 Refunding Bonds	1,220,000.00	25,000.00	1,195,000.00	4,880.0%
7129 · 2013 Refunding of 1-15-08 Bond	30,000.00	30,000.00	0.00	100.0%
7130 · 3-17-15 REFUND BOND	200,000.00	200,000.00	0.00	100.0%
<b>Total 7102 · Bonds Retired</b>	<b>1,450,000.00</b>	<b>295,000.00</b>	<b>1,155,000.00</b>	<b>491.5%</b>
<b>7200 · Interest</b>				
7211 · INTEREST ON 2017 BAN	9,260.00	18,520.00	-9,260.00	50.0%
7225 · 2012 Refunding Bond interest	19,849.81	34,093.00	-14,243.19	58.2%
7227 · Refunding of 1/15/08 Bnd Intere	232.50	233.00	-0.50	99.8%
7228 · 3-17-15 REFUNDED BOND	19,426.25	37,553.00	-18,126.75	51.7%
7229 · 2-15-19 Refunding Bond Interest	5,275.75	10,547.00	-5,271.25	50.0%
<b>Total 7200 · Interest</b>	<b>54,044.31</b>	<b>100,946.00</b>	<b>-46,901.69</b>	<b>53.5%</b>
<b>7300 · BOND ISSUANCE COST</b>				
7301 · 2017 BOND ISSUANCE COST	0.00	3,000.00	-3,000.00	0.0%
<b>Total 7300 · BOND ISSUANCE COST</b>	<b>0.00</b>	<b>3,000.00</b>	<b>-3,000.00</b>	<b>0.0%</b>
<b>8900 · Park and Recreation</b>				
8918 · Equipment	15,923.43	30,000.00	-14,076.57	53.1%
8928 · Gas and Oil	1,259.03	3,000.00	-1,740.97	42.0%
8932 · Health Insurance	5,202.55	7,039.00	-1,836.45	73.9%
8935 · Mileage	492.18	600.00	-107.82	82.0%
8950 · Repairs and Maintenance	36,177.59	35,000.00	1,177.59	103.4%
8952 · Training	857.30	1,500.00	-642.70	57.2%
8954 · Restroom Rental	200.00	1,800.00	-1,600.00	11.1%
8962 · Payroll Taxes	3,186.60	5,147.00	-1,960.40	61.9%
8970 · Salaries total				
8973 · Part-time Overtime	0.00	500.00	-500.00	0.0%
8974 · Full-time Overtime	0.00	750.00	-750.00	0.0%
8971 · Full time salaries	21,079.67	52,788.00	-31,708.33	39.9%
8972 · Part time salaries	12,411.38	12,000.00	411.38	103.4%
<b>Total 8970 · Salaries total</b>	<b>33,491.05</b>	<b>66,038.00</b>	<b>-32,546.95</b>	<b>50.7%</b>
8978 · Supplies	4,639.05	7,000.00	-2,360.95	66.3%
8980 · Telephone	808.27	800.00	8.27	101.0%
8981 · Retirement Plan Contributions	550.66	1,900.00	-1,349.34	29.0%
8982 · Utilities	3,697.55	6,000.00	-2,302.45	61.6%
8985 · Ballfield Lights	1,437.30	5,000.00	-3,562.70	28.7%
8900 · Park and Recreation - Other	929.94	15,000.00	-14,070.06	6.2%
<b>Total 8900 · Park and Recreation</b>	<b>108,852.50</b>	<b>185,824.00</b>	<b>-76,971.50</b>	<b>58.6%</b>
<b>9000 · Police Department</b>				
9015 · Dues, Memberships & Publication	75.00	200.00	-125.00	37.5%
9018 · Equipment	16,645.98	5,500.00	11,145.98	302.7%
9028 · Gas and Oil	2,668.19	10,100.00	-7,431.81	26.4%
9032 · Health Insurance	19,933.66	53,158.00	-33,224.34	37.5%
9040 · Meetings	66.17	200.00	-133.83	33.1%
9045 · Miscellaneous	47,466.87	2,500.00	44,966.87	1,898.7%
9050 · Repairs and Maintenance- Equip	1,725.83	2,500.00	-774.17	69.0%
9051 · Repairs & Maint - Vehicles	3,006.29	4,500.00	-1,493.71	66.8%
9052 · Repairs & Maintenance-Buildings	1,724.41	3,000.00	-1,275.59	57.5%
9055 · Computer Tech Support	1,616.89	2,000.00	-383.11	80.8%
9062 · Payroll Taxes	7,083.24	15,600.00	-8,516.76	45.4%



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Cash Basis

**City of Bennington, Nebraska**  
**Profit & Loss Budget vs. Actual - GENERAL AND BOND FUNDS**  
 October 2019 through May 2020

	Oct '19 - May 20	Budget	\$ Over Budget	% of Budget
9070 · Salaries total				
9071 · Full time Salaries	70,958.21	171,500.00	-100,541.79	41.4%
9072 · Part time salaries	22,750.88	22,000.00	750.88	103.4%
9073 · Police Overtime	1,303.20	3,000.00	-1,696.80	43.4%
<b>Total 9070 · Salaries total</b>	<b>95,012.29</b>	<b>196,500.00</b>	<b>-101,487.71</b>	<b>48.4%</b>
9077 · Supplies	5,671.54	2,000.00	3,671.54	283.6%
9078 · Supplies & Ammunition	2,522.80	3,000.00	-477.20	84.1%
9079 · Postage	176.13	275.00	-98.87	64.0%
9080 · Telephone	3,193.89	4,450.00	-1,256.11	71.8%
9081 · Retirement Plan Contributions	441.73	6,000.00	-5,558.27	7.4%
9082 · Utilities	4,898.89			
9083 · Training	2,378.37	13,000.00	-10,621.63	18.3%
9084 · Employee Tuition Reimbursement	1,087.00			
9085 · Uniforms	523.50	3,000.00	-2,476.50	17.5%
<b>Total 9000 · Police Department</b>	<b>217,918.67</b>	<b>327,483.00</b>	<b>-109,564.33</b>	<b>66.5%</b>
9100 · Fire Department	97,500.00	130,000.00	-32,500.00	75.0%
9200 · Library				
9205 · Print Materials	10,454.56	15,750.00	-5,295.44	66.4%
9210 · Dues	177.02	400.00	-222.98	44.3%
9215 · Equipment	932.50	5,000.00	-4,067.50	18.7%
9220 · Electronic Materials	898.22	5,000.00	-4,101.78	18.0%
9225 · Housekeeping	1,526.74	3,640.00	-2,113.26	41.9%
9230 · Office & Postage	200.00	600.00	-400.00	33.3%
9235 · Repairs & Maintenance	1,708.91	1,000.00	708.91	170.9%
9240 · Salaries				
9241 · Full time Salaries	30,580.43	45,584.00	-15,003.57	67.1%
9242 · Part time salaries	24,346.95	52,523.00	-28,176.05	46.4%
<b>Total 9240 · Salaries</b>	<b>54,927.38</b>	<b>98,107.00</b>	<b>-43,179.62</b>	<b>56.0%</b>
9245 · Reading Program	1,264.70	3,500.00	-2,235.30	36.1%
9250 · Supplies	1,397.27	3,000.00	-1,602.73	46.6%
9255 · Telephone	519.83	1,000.00	-480.17	52.0%
9260 · Utilities	2,004.96	4,500.00	-2,495.04	44.6%
9262 · Payroll Taxes	4,387.38	7,849.00	-3,461.62	55.9%
9265 · Travel/Mileage	242.44	700.00	-457.56	34.6%
9270 · Continuing Education	51.99	1,000.00	-948.01	5.2%
9275 · Electronic Access	2,299.75	7,150.00	-4,850.25	32.2%
9281 · Retirement Plan Contributions	1,460.85	2,100.00	-639.15	69.6%
9285 · Health Ins	8,483.60	14,079.00	-5,595.40	60.3%
<b>Total 9200 · Library</b>	<b>92,938.10</b>	<b>174,375.00</b>	<b>-81,436.90</b>	<b>53.3%</b>
<b>Total Expense</b>	<b>2,288,700.98</b>	<b>1,647,497.00</b>	<b>641,203.98</b>	<b>138.9%</b>
<b>Net Ordinary Income</b>	<b>1,610,642.97</b>	<b>288,428.00</b>	<b>1,322,214.97</b>	<b>558.4%</b>
<b>Net Income</b>	<b>1,610,642.97</b>	<b>288,428.00</b>	<b>1,322,214.97</b>	<b>558.4%</b>

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06/04/20

Cash Basis

**City of Bennington, Nebraska**  
**Profit & Loss Budget vs. Actual - STREET**  
**October 2019 through May 2020**

	Oct '19 - May 20	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
5000 · Taxes				
5008 · Motor Vehicle Fees	13,289.46	12,500.00	789.46	106.3%
5011 · Motor Vehicle Sales Tax	5,411.76			
<b>Total 5000 · Taxes</b>	18,701.22	12,500.00	6,201.22	149.6%
5100 · Intergovernmental				
5120 · Highway Allocation	123,058.76	185,000.00	-61,941.24	66.5%
5121 · Highway Allocation-Sales Tax	54,693.70	55,000.00	-306.30	99.4%
<b>Total 5100 · Intergovernmental</b>	177,752.46	240,000.00	-62,247.54	74.1%
5500 · Bond and Note Proceeds				
5503 · Bond Anticipation Notes	0.00	800,000.00	-800,000.00	0.0%
<b>Total 5500 · Bond and Note Proceeds</b>	0.00	800,000.00	-800,000.00	0.0%
<b>Total Income</b>	196,453.68	1,052,500.00	-856,046.32	18.7%
<b>Gross Profit</b>	196,453.68	1,052,500.00	-856,046.32	18.7%
<b>Expense</b>				
6070 · Dues and Subscriptions	60.00			
6090 · Engineering				
6093 · Benn. Park 5	0.00	3,000.00	-3,000.00	0.0%
6095 · Engineering-Logeman Park	75,000.00			
6097 · 156th Street Imprvmnt Proj	18,983.75	20,000.00	-1,016.25	94.9%
6090 · Engineering - Other	8,505.00	42,000.00	-33,495.00	20.3%
<b>Total 6090 · Engineering</b>	102,488.75	65,000.00	37,488.75	157.7%
6110 · Repairs & Maintenance	241,015.43	225,000.00	16,015.43	107.1%
6140 · Legal				
6147 · 156th Street Improvement	92.00			
6140 · Legal - Other	10,775.10			
<b>Total 6140 · Legal</b>	10,867.10			
6150 · Miscellaneous	49.72	2,500.00	-2,450.28	2.0%
6218 · Signs	0.00	2,500.00	-2,500.00	0.0%
6255 · Snow Removal	35,672.40	60,000.00	-24,327.60	59.5%
6256 · 156th St Improvement	457,223.37	800,000.00	-342,776.63	57.2%
6266 · Logeman Park	98,240.03	95,000.00	3,240.03	103.4%
6270 · Utilities	37,878.36	60,000.00	-22,121.64	63.1%
6560 · Payroll Expnses-Gen Govt/Street				
6562 · Payroll Taxes-Genl Govt/Streets	2,614.52	4,039.00	-1,424.48	64.7%
6560 · Payroll Expnses-Gen Govt/Street - Other	20.54			

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06/04/20

Cash Basis

**City of Bennington, Nebraska**  
**Profit & Loss Budget vs. Actual - STREET**  
**October 2019 through May 2020**

	Oct '19 - May 20	Budget	\$ Over Budget	% of Budget
<b>Total 6560 · Payroll Expnses-Gen Govt/Street</b>	2,635.06	4,039.00	-1,403.94	65.2%
<b>8900 · Park and Recreation</b>				
8918 · Equipment	11,789.11	30,000.00	-18,210.89	39.3%
8928 · Gas and Oil	1,210.24	3,500.00	-2,289.76	34.6%
8932 · Health Insurance	5,320.37	7,039.00	-1,718.63	75.6%
8935 · Mileage	649.83	600.00	49.83	108.3%
8950 · Repairs and Maintenance	4,768.52	15,000.00	-10,231.48	31.8%
8978 · Supplies	4,066.40	4,000.00	66.40	101.7%
8980 · Telephone	727.67	800.00	-72.33	91.0%
8981 · Retirement Plan Contributions	577.50	1,600.00	-1,022.50	36.1%
8982 · Utilities	2,078.14	2,200.00	-121.86	94.5%
8900 · Park and Recreation - Other	218.94			
<b>Total 8900 · Park and Recreation</b>	31,406.72	64,739.00	-33,332.28	48.5%
<b>9370 · Salaries-Streets total</b>				
9371 · Full time salaries	22,460.24	39,000.00	-16,539.76	57.6%
9372 · Part time salaries	10,858.78	13,000.00	-2,141.22	83.5%
<b>Total 9370 · Salaries-Streets total</b>	33,319.02	52,000.00	-18,680.98	64.1%
<b>Total Expense</b>	1,050,855.96	1,430,778.00	-379,922.04	73.4%
<b>Net Ordinary Income</b>	-854,402.28	-378,278.00	-476,124.28	225.9%
<b>Net Income</b>	<b>-854,402.28</b>	<b>-378,278.00</b>	<b>-476,124.28</b>	<b>225.9%</b>

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06/04/20

Cash Basis

**City of Bennington, Nebraska**  
**Profit & Loss Budget vs. Actual - SEWER**  
 October 2019 through May 2020

	Oct '19 - May 20	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
5200 · Charges for Services				
5206 · Sewer Connection Permit Fee	44,159.50	35,000.00	9,159.50	126.2%
5207 · ASIP Collection Fee	5,305.00			
5208 · Sewer Receipts	261,618.75	355,000.00	-93,381.25	73.7%
<b>Total 5200 · Charges for Services</b>	<b>311,083.25</b>	<b>390,000.00</b>	<b>-78,916.75</b>	<b>79.8%</b>
<b>Total Income</b>	<b>311,083.25</b>	<b>390,000.00</b>	<b>-78,916.75</b>	<b>79.8%</b>
<b>Gross Profit</b>	<b>311,083.25</b>	<b>390,000.00</b>	<b>-78,916.75</b>	<b>79.8%</b>
<b>Expense</b>				
6090 · Engineering				
6095 · Engineering-Logeman Park	75,000.00			
6090 · Engineering - Other	0.00	5,000.00	-5,000.00	0.0%
<b>Total 6090 · Engineering</b>	<b>75,000.00</b>	<b>5,000.00</b>	<b>70,000.00</b>	<b>1,500.0%</b>
6110 · Repairs & Maintenance	0.00	2,000.00	-2,000.00	0.0%
6210 · Sewer Connections	28,801.00	30,000.00	-1,199.00	96.0%
6215 · Sewer - City of Omaha	91,648.70	225,000.00	-133,351.30	40.7%
6218 · Signs	0.00	0.00	0.00	0.0%
6220 · People Service Contract	9,400.00	14,520.00	-5,120.00	64.7%
6250 · Locates	528.19	450.00	78.19	117.4%
8900 · Park and Recreation				
8950 · Repairs and Maintenance	1,362.70			
<b>Total 8900 · Park and Recreation</b>	<b>1,362.70</b>			
<b>Total Expense</b>	<b>206,740.59</b>	<b>276,970.00</b>	<b>-70,229.41</b>	<b>74.6%</b>
<b>Net Ordinary Income</b>	<b>104,342.66</b>	<b>113,030.00</b>	<b>-8,687.34</b>	<b>92.3%</b>
<b>Net Income</b>	<b>104,342.66</b>	<b>113,030.00</b>	<b>-8,687.34</b>	<b>92.3%</b>



(GOAL 66%)

connies/budget/Mueller report

**CITY OF BENNINGTON**  
**STREETS BUDGET VS ACTUAL**  
**THRU 5/31/2020**  
(GOAL 66%)

	ACTUALS 5/31/2020	PLANNED BUDGET 10/31/2019	% OF BUDGET	COMMENTS/ UNPLANNED EXPENSE/COST SAVING
<b>STREET REVENUES</b>				
MOTOR VEHICLE FEES (5008)	\$13,289	\$12,500	106%	
MOTOR VEHICLE SALES TAX (5011)	\$5,412	\$0	#DIV/0!	
HIGHWAY ALLOC (5120)	\$123,059	\$185,000	66.52%	
HIGHWAY ALLOC SALES TAX (5121)	\$54,694	\$55,000	99.44%	
INCENTIVE ALLOCATION (5122)	\$0	\$0	#DIV/0!	
MISC STREETS INCOME (5605)	\$0	\$0	0.00%	
SEWER BAN PROCEEDS *MOLLY STREET OVERLAY** (5503) 23	\$0	\$800,000	0.00%	*Bond Proceeds sitting in Debt Service - talk to Ashley @BergKDV about moving
SEWER BOND PROCEEDS 2018 BENN PARK W. (5505)	\$0	\$0	0.00%	
<b>TOTAL STREET REVENUES</b>	<b>\$196,454</b>	<b>\$1,052,500</b>	<b>18.67%</b>	
<b>STREET EXPENSES</b>				
ENGINEERING (6093; 6095; 6097; 6090)	\$102,489	\$65,000	157.68%	*Shared Development Expense with Ryan Schwartz/Prairie Hollow (\$75K Sewer & \$75K Streets) Was originally a 2019 Expense that was late billed due to late construction start.
DUES AND SUBSCRIPTIONS (6070)	\$60	\$0	#DIV/0!	
STREET REPAIR & MAINTENANCE (6110)	\$241,015	\$225,000	107.12%	
LEGAL MISC & 156TH STREET IMPROVEMENT (6140)	\$10,867	\$0	#DIV/0!	
MISCELLANEOUS (6150)	\$50	\$2,500	1.99%	
SIGN (6218)	\$0	\$2,500	0.00%	
SNOW REMOVAL (6255)	\$35,672	\$60,000	59.45%	
STREET LIGHTING (6270)	\$37,878	\$60,000	63.13%	
PAYROLL TAXES - GEN GOV/STREETS (6560)	\$2,635	\$4,039	65.24%	
156TH STREET IMPROVEMENT (6256)	\$457,223	\$800,000	57.15%	
LOGEMANN PARK (6266)	\$98,240	\$95,000	103.41%	
EQUIPMENT (8918)	\$11,789	\$30,000	39.30%	
GAS & OIL (8928)	\$1,210	\$3,500	34.58%	
HEALTH INS (8932)	\$5,320	\$7,039	75.58%	
MILEAGE (8935)	\$650	\$600	108.31%	
GENERAL REPAIRS & MAINTENANCE (8950)	\$4,769	\$15,000	31.79%	
SUPPLIES (8978)	\$4,066	\$4,000	101.66%	
TELEPHONE (8980)	\$728	\$800	90.96%	
RETIREMENT PLAN CONTRIBUTIONS (8981)	\$578	\$1,600	36.09%	
UTILITIES (8982)	\$2,078	\$2,200	94.46%	
SALARIES (9370)	\$33,319	\$52,000	64.08%	
PARK AND RECREATION OTHER (8900)	\$219	\$0	#DIV/0!	
MILEAGE (9265) **ERROR ON CODE//				
<b>TOTAL STREET EXPENDITURES</b>	<b>\$1,050,856</b>	<b>\$1,430,778</b>	<b>73.45%</b>	
Street Fund Revenues \$196,454 minus Street Expenditures \$1,050,856		<b>(\$854,402)</b>		



**CITY OF BENNINGTON**  
**SEWER REPLACEMENT FUND BUDGET VS ACTUAL**

**THRU 5/31/20**

(GOAL 66%)

	ACTUALS	PLANNED	%	COMMENTS/
	5/31/2020	10/31/2019	OF BUDGET	UNPLANNED
				EXPENSE/COST SAVING
<b>SEWER REVENUES</b>				
SEWER CONNECT PERMIT FEES (5206)	\$44,160	\$35,000	126.17%	
SEWER ASIP COLLECTION FEE (5207)	\$5,305		0.00%	
SEWER RECEIPTS (5208)	\$261,619	\$355,000	73.70%	
SEWER BAN PROCEEDS *MOLLY STREET* (5203) 77%			0.00%	
SEWER NOTE PROCEEDS BALL FIELD SEWER IMP. (5504)			0.00%	
SEWER BOND PROCEEDS 2018 BENN PARK W. (5505)			0.00%	*
<b>TOTAL SEWER REVENUES</b>	<b>\$311,083</b>	<b>\$390,000</b>	<b>79.76%</b>	
<b>SEWER EXPENSES</b>				
ENGINEERING (6090)	\$75,000	\$5,000	1500.00%	*Shared Development Expense with Ryan Schwartz/Prairie Hollow (\$75K Sewer & \$75K Streets) Was originally a 2019 Expense that was late billed due to late construction start.
REPAIRS & MAINTENANCE (6110)	\$0	\$2,000	0.00%	
LEGAL (6140)	\$0	\$0	#DIV/0!	
MISCELLANEOUS (6150)	\$0		#DIV/0!	
SEWER CONNECTIONS (6210)	\$28,801	\$30,000	96.00%	
SEWER CITY OF OMAHA (6215)	\$91,649	\$225,000	40.73%	
PEOPLE SERVICES (6220)	\$9,400	\$14,520	64.74%	
LOCATES (6250)	\$528	\$450	117.38%	
SEWER REPAIRS & MAINTENANCE (8950)			#DIV/0!	
REPAIRS & MAINTENANCE (8950)	\$1,363	\$0	#DIV/0!	
CAPITAL IMPROVEMENT BENN PARK WEST 74% & PRAIRIE HOLLOW 26% (6095)			#DIV/0!	
Captl Improv Lockbox (1/3 of total)			#DIV/0!	
Transfer from Sewer to General	\$0	\$58,250	0.00%	
<b>TOTAL SEWER EXPENDITURES</b>	<b>\$206,741</b>	<b>\$335,220</b>	<b>61.67%</b>	
Sewer Rev \$311,083 minus Sewer Exp \$206,741 =	<b>\$104,343</b>			

## ITEM #2 Consent Agenda



City of Bennington  
City Council Meeting Minutes  
Monday, May 11, 2020; 6:30 p.m.  
City Office, 15505 Warehouse Street  
Bennington, NE  
402-238-2375

Call to Order - Roll Call – Open Meetings Act

Mayor Matt John called the regular monthly meeting to order on Monday, May 11, 2020 at 6:30 p.m. In attendance were City Council members Kaye Bridgeford, Zac Johns, Shane Pekny and Jody Stier. City Clerk Mindi Laaker identified the Open Meetings Act location that is available to the public.

Approval of Consent Agenda

- A. April 13, 2020 City Council Meeting Minutes
- B. April 2020 Bills Paid
- C. Keno Receipts: April 8.75%: \$648.52
- D. Arbor Day Proclamation – May 13, 2020

**BILLS PAID IN APRIL**

**CITY**

EDWARD JONES	1,291.64
MINDI LAAKER	1,390.85
JENNIFER RAUSCHER	387.70
OFFICE DEPOT	325.98
MUD	62.10
COX BUSINESS SERVICES	89.16
GREAT AMERICA FINANCIAL SERVICE	75.35
PRESTO-X	10.50
NEBRASKA WORKFORCE DEVELOPMENT	323.63
NEBRASKA DEPT OF REVENUE	957.05
EDWARD JONES	1,291.92
U.S. DEPT OF TREASURY	3,561.80
MINDI LAAKER	1,390.84
JENNIFER RAUSCHER	439.59
BANK OF BENNINGTON	1,222,803.56

COX BUSINESS SERVICES	75.60
HDR	7,493.52
INSPRO INC	3,900.00
JEO CONSULTING	6,045.00
OLD REPUBLIC SURETY GROUP	100.00
YOUNG & WHITE LAW OFFICES	5,080.80
DOUGLAS COUNTY TREASURER	30.00
DOUGLAS COUNTY POST GAZETTE	134.75
UHS PREMIUM BILLING	1,141.27
OPPD	349.84
EDWARD JONES	1,260.11
U.S. DEPT OF TREASURY	3,865.74
MINDI LAAKER	1,468.00
JENNIFER RAUSCHER	475.17
DESIGN 4	185.00
PLIC -SBD GRAND ISLAND	39.81
OFFICE DEPOT	77.38
RELIANCE STANDARD	116.24
<b>CITY TOTAL</b>	<b>1,266,239.90</b>

#### **SEWER**

CITY OF OMAHA CASHIER	18,418.12
SID 544	947.00
CITY OF OMAHA	10,384.00
ONE CALL CONCEPTS	86.49
PEOPLE SERVICE	1,175.00
<b>SEWER TOTAL</b>	<b>31,010.61</b>

**LIBRARY**

LYNN BARNA	289.51
DALENE CLARK	312.59
LISA FLAXBEARD	1,215.67
JOANNE MANCUSO	431.74
COX BUSINESS SERVICES	75.32
INGRAM	235.92
BAKER & TAYLOR BOOKS	501.16
OFFICE DEPT	90.18
MUD	144.90
PETTY CASH	100.00
ALL MAKES OFFICE EQUIPMENT CO.	126.47
COAST TO COAST COMPUTER PRODUCTS	69.99
MENARDS	14.95
PRESTO-X	21.00
SAM'S CLUB MC/SYNCB	119.00
LYNN BARNA	81.28
DALENE CLARK	555.03
LISA FLAXBEARD	1,215.67
JOANNE MANCUSO	375.59
COX BUSINESS SERVICES	180.00
DESIGN 4	30.00
FINDAWAY WORLD, LLC.	19.99
AMAZON CREDIT PLAN	181.25
UHS PREMIUM BILLING	1,097.75
OPPD	138.60
LIBRARY	81.26



DALENE CLARK	297.65
HEIDI CURZON	227.53
LISA FLAXBEARD	1,288.36
JOANNE MANCUSO	183.68
COX BUSINESS SERVICES	74.26
PLIC -SBD GRAND ISLAND	39.81
RELIANCE STANDARD	103.30
<b>LIBRARY TOTAL</b>	<b>9,919.41</b>

**POLICE**

SHEA DEGAN	106.83
TRAVIS HERBOLSHEIMER	1,352.38
ANDREW HILSCHER	2,035.22
DONALD MCGUIRE	106.82
DANIEL STOCKER	1,568.38
CDW GOVERNMENT	2,035.29
COX BUSINESS SERVICES	142.56
DIGITAL ALLY	209.72
GREAT PLAINS UNIFORMS LLC.	831.30
HOME DEPOT CREDIT SERVICES	25.84
TY EBEL	1,250.00
VERIZON	250.36
BENNINGTON AUTO BODY	1,129.71
MUD	144.90
CULLIGAN OF OMAHA	11.00
MUD	37.94
PRESTO-X	37.00

CUBBY'S	495.50
TRAVIS HERBOLSHEIMER	1,352.38
ANDREW HILSCHER	2,027.24
DONALD MCGUIRE	129.09
DANIEL STOCKER	1,635.44
MARK SUNDERMEIER	97.93
BENNINGTON AUTO BODY	361.66
DELL	4,126.30
TRAVIS M HERBOLSHEIMER	466.00
OFFICE DEPOT	1.45
UHS PREMIUM BILLING	3,874.49
OPPD	296.49
TRAVIS HERBOLSHEIMER	1,366.34
ANDREW HILSCHER	2,027.25
DONALD MCGUIRE	129.09
DANIEL STOCKER	1,579.39
MARK SUNDERMEIER	119.82
PLIC -SBD GRAND ISLAND	270.68
RELIANCE STANDARD	182.29
VERIZON	250.34
<b>POLICE TOTAL</b>	<b>32,064.42</b>

#### **PARKS**

JOHN BOHRER	1,001.79
STUART ELLISON	105.98
JACOB HYTREK	272.38
NATHAN JOHNSON	619.93

COX BUSINESS SERVICES	31.94
MENARDS	159.99
HOME DEPOT CREDIT SERVICES	81.14
LITTLE ENGINES	686.35
ELLEN DAHLSTET	389.77
VERIZON	21.71
MUD	160.10
CULLIGAN OF OMAHA	5.50
FAST SIGNS	430.74
MENARDS	309.45
PRESTO-X	5.25
CUBBY'S	97.68
JOHN BOHRER	932.80
NATHAN JOHNSON	605.77
JACOB HYTREK	468.63
MEADE LAAKER	206.86
SHERMAN PLUMBING	350.65
JOHN BOHRER	350.76
UHS PREMIUM BILLING	675.79
OPPD	463.50
JOHN BOHRER	1,033.21
STUART ELLISON	145.21
JACOB HYTREK	661.46
NATHAN JOHNSON	742.97
MEADE LAAKER	900.13
COX BUSINESS SERVICES	31.94
PLIC -SBD GRAND ISLAND	39.81



RELIANCE STANDARD	142.98
VERIZON	21.64
<b>PARKS TOTAL</b>	<b>12,153.81</b>

**STREETS**

COX BUSINESS SERVICES	31.95
HOME DEPOT CREDIT SERVICES	81.14
LITTLE ENGINES	171.57
NEBRASKA DEPARTMENT OF TRANSPORTATION	3,298.40
UNIQUE PAVING MATERIALS CORP.	1,288.00
VERIZON	21.70
MUD	98.00
CULLIGAN OF OMAHA	5.50
DJL PROPERTIES, LLC.	3,968.00
MENARDS	198.59
PRESTO-X	5.25
CUBBY'S	215.20
JEO CONSULTING, INC.	1,000.00
JOHN BOHRER	209.55
BARCO MUNICIPAL PRODUCTS INC	651.00
UHS PREMIUM BILLING	675.79
OPPD	4,812.82
COX BUSINESS SERVICES	31.95
KNUDSEN OIL & FEED	42.66
VERIZON	21.64
<b>STREETS TOTAL</b>	<b>16,828.71</b>

<b>CITY</b>	<b>1,266,239.90</b>
<b>SEWER</b>	<b>31,010.61</b>
<b>LIBRARY</b>	<b>9,919.41</b>
<b>POLICE</b>	<b>32,064.42</b>
<b>PARKS</b>	<b>12,153.81</b>
<b>STREETS</b>	<b>16,828.71</b>
<b>TOTAL OF ALL BILLS</b>	<b>1,368,216.86</b>

Motion by Pekny, second by Johns to approve the consent agenda. All voted in favor and the motion carried.

Prairie Hollow Reimbursement Request totaling \$22,429.51 for Cost Sharing Oversized Sanitary Sewer and Relocation of Aerial Crossing

Motion by Bridgeford, second by Pekny to table the matter pending additional information via the City Engineer. All voted in favor and the motion carried.

Saturday June 6, Chamber of Commerce Community Car Show

There will be no street closure and the car show will move forward as a street cruise. A route will be established based on construction.

Consideration of a Conditional Use Permit Application for a Firearms Service On Line Retailer Business as a Home Occupation in a R-1 Lake Side Residential District located at 12149 N. 177<sup>th</sup> Circle

Applicant Trevor Devney explained that general sales would ship from supplier to consumer. Firearms will be sent to 12149 N. 177<sup>th</sup> Circle with little traffic. The applicant indicated that the business is a hobby, there will be no advertising or inventory and there is a 48-hour maximum hold for firearms. The application in Bennington's jurisdiction is necessary for state and federal regulations.

John opened a public hearing and there were no comments.

Motion by Johns, second by Pekny to approve the Conditional Use Permit. All voted in favor and the motion carried.

Ordinance No. 486 Amending Section 4.11 to the Bennington Zoning Regulations regarding Permitted Obstructions in Required Yards and Subterranean Egress Window Access Structures in Side Yards and Adding Definitions for Fire Escape and Egress Window Well

City Engineer Julie Ogden presented information on the amendment. The regulations were based on the following:

"egress window wells may project a maximum of three and one-half (3.5) feet into required yards and shall not be closer to the property line than one and one-half (1.5) feet, provided they do not project more than 6 inches above grade."

John opened a public hearing and there were no comments.

City Clerk Mindi Laaker read the Ordinance by title.

Motion by Bridgeford, second by Johns to introduce and approve the first reading of Ordinance No. 486 AN ORDINANCE AMENDING SECTION 4.11 OF THE ZONING REGULATIONS OF THE CITY OF BENNINGTON REGARDING PERMITTED OBSTRUCTIONS IN REQUIRED YARDS AND SUBTERRANEAN EGRESS WINDOW STRUCTURES IN SIDE YARDS AND CREATING AND ADDING TO THE CITY OF BENNINGTON ZONING REGULATIONS DEFINITIONS OF FIRE ESCAPE AND EGRESS WINDOW WELL. All voted in favor and the motion carried.

Bennington 156<sup>th</sup> Street Project

Motion by Bridgeford, second by Pekny to approve a Bennington and Omaha 156<sup>th</sup> Street Traffic Signal Maintenance Agreement with fees totaling \$700/annually. All voted in favor and the motion carried.

Motion by Johns, second by Pekny to approve Nebraska Department of Transportation Invoice No. 0643040 and support detail for the 156<sup>th</sup> Street Project estimate which includes Bennington Public School's portion and totals \$1,794,119.39. A total of 25% will be paid and followed by monthly invoicing. All voted in favor and the motion carried.

Motion by Bridgeford, second by Johns to approve Invoice No. 116026 to JEO Consulting Group for \$6,828.75. All voted in favor and the motion carried.

Project Tracker for 156<sup>th</sup> Street Update: The project has started behind schedule and no road closure is in place. Progress meetings are scheduled for Tuesdays at 10 a.m. near the project trailer.

Ordinance No. 487 Amending the Bennington Municipal Code regarding Abandoned and Trespassing Vehicles

Motion by Pekny, second by Bridgeford to introduce and approve the first reading of Ordinance No. 487 AN ORDINANCE OF THE CITY OF BENNINGTON, NEBRASKA AMENDING SECTIONS 3-201, 3-203, 3-204, AND 3-205 OF ARTICLE II OF CHAPTER 3 OF THE CITY OF BENNINGTON MUNICIPAL CODE REGARDING ABANDONED AND TRESPASSING VEHICLES. All voted in favor and the motion carried.

City Clerk Mindi Laaker read the Ordinance by title.



Ordinance No. 490 Adopting Regulations for Application and the Deployment of Small Wireless Facilities by Telecommunications Companies

City Attorney Jeff Miller reported that the regulations coordinate wireless companies and use of City right-of-way. The process outlined includes application, permit, fees, design, location, insurance and indemnity information.

Mayor John expressed the importance of citizen awareness of location sites.

No motion was made and further discussions will be held.

Acquisition of Real Estate for Recreational Uses via Purchase and Donation being located southwest of North 156<sup>th</sup> Street and Bennington Road in the NE ¼ of S15, T16N, R11 East of the 6<sup>th</sup> P.M., Douglas County, NE.

Council Members discussed recent revenue losses and financial uncertainty, design work needed to attract donors, Kempton Creek's closing date and Subdivision Agreement and a possible renegotiation of DLR's site plan contract.

No motion was made and further discussions will be held.

Pedestrian Safety Discussion on North Molley/Stark Streets

Expansion and increased traffic from the new Prairie Hollow neighborhood have enhanced concerns for a lack of sidewalks and pedestrian safety along streets impacted by current construction traffic and future property owners. Further discussions will be held.

Tuition Reimbursement Language for Personnel Manual Discussion

City Attorney, Jeff Miller will create a resolution to be presented at the June meeting.

Bennington General Engineering

Motion by Johns, second by Bridgeford to approve Invoice No. 116027 to JEO Consulting Group for \$5,335.00. All voted in favor and the motion carried.

Library, Police, Public Works, and Project Tracker Reports

All monthly reports are on file in the City Office.

Office Report

The 2020 Tax Increment Financing Annual Report was submitted to the City Council.

Public Comments

Concerns were raised by Julie Dunn regarding the pedestrian bridge and the condition of existing sidewalks.

Adjourn

Motion by Bridgeford, second by Johns to adjourn the meeting at 8:45 p.m. All voted in favor and the motion carried.

**BILLS PAID IN MAY****CITY**

AUTO	NEBRASKA DEPT OF REVENUE	1,531.16	
18197	GREAT AMERICA FINANCIAL SERVICE	75.35	
18199	INSPRO INC.	41,594.00	
18202	MUD	62.10	
18204	OMAHA NEON SIGN COMPANY	118.75	
AUTO	EDWARD JONES	1,259.30	
AUTO	U.S. DEPT OF TREASURY	3,731.56	
DD	MINDI LAAKER	1,390.85	GROSS 2079.32
DD	JENNIFER RAUSCHER	380.78	GROSS 486.12
18212	COX BUSINESS SERVICES	167.17	
18214	JEO CONSULTING, INC.	5,335.00	
18221	OFFICE DEPOT	57.87	
18222	OPPD	350.05	
18225	UHS PREMIUM BILLING	1,141.27	
18226	YOUNG & WHITE LAW OFFICES	3,018.55	
18229	BENNINGTON SCHOOL	200.00	
18230	PLIC -GRAND ISLAND	35.82	
AUTO	U.S. DEPT OF TREASURY	3,674.38	
AUTO	EDWARD JONES	1,262.16	
DD	MINDI LAAKER	1,390.84	GROSS 2079.32
DD	JENNIFER RAUSCHER	365.45	GROSS 466.03
18255	DOUGLAS COUNTY POST GAZETTE	346.11	
18250	RELIANCE STANDARD	116.24	
18249	NEBRASKALAND NATIONAL BANK	214,208.89	
	<b>CITY TOTAL</b>	<b>281,813.65</b>	

**SEWER**

18203	ONE CALL CONCEPTS	93.38	
18251	PEOPLE SERVICE	1,175.00	
	<b>SEWER TOTAL</b>	<b>1,268.38</b>	

**LIBRARY**

18194	ALL MAKES OFFICE EQUIPMENT CO.	99.70	
18195	BAKER & TAYLOR BOOKS	656.49	
18198	INGRAM	462.16	
DD	LYNN BARNA	86.35	GROSS 93.50
DD	DALENE CLARK	405.67	GROSS 458.76
DD	HEIDI CURZON	377.09	GROSS 377.09
DD	LISA FLAXBEARD	1,215.67	GROSS 1753.29
DD	JOANNE MANCUSO	238.19	GROSS 289.26
18211	LISA FLAXBEARD	36.04	
18212	COX BUSINESS SERVICES	180.00	
18215	PRESTO-X	21.00	
18216	SAM'S CLUB	218.05	
18222	OPPD	138.60	
18225	UHS PREMIUM BILLING	1,097.75	
18230	PLIC -GRAND ISLAND	35.82	
DD	LYNN BARNA	81.27	GROSS 88.00
DD	DALENE CLARK	357.44	GROSS 403.03
DD	HEIDI CURZON	288.95	GROSS 313.88
DD	LISA FLAXBEARD	1,215.67	GROSS 1753.29
DD	JOANNE MANCUSO	319.66	GROSS 319.66
18256	AMAZON CREDIT PLAN	71.14	
18254	COX BUSINESS SERVICES	73.48	
18250	RELIANCE STANDARD	103.30	
	<b>LIBRARY TOTAL</b>	<b>7,779.49</b>	

**POLICE**

18196	CULLIGAN OF OMAHA	11.00	
18202	MUD	270.90	
18205	COX BUSINESS SERVICES	147.78	
DD	TRAVIS HERBOLSHEIMER	1,352.38	GROSS 1760.00
DD	ANDREW HILSCHER	2,027.24	GROSS 2942.31
DD	DONALD MCGUIRE	160.24	GROSS 173.52
DD	DANIEL STOCKER	1,610.42	GROSS 2331.00
DD	MARK SUNDERMEIER	106.80	GROSS 115.68
18213	CUBBY'S	295.62	
18215	PRESTO-X	37.00	
18220	OFFICE DEPOT DEPT	540.51	
18222	OPPD	229.43	
18223	POSTMASTER	120.00	
18225	UHS PREMIUM BILLING	3,874.49	
18230	PLIC -GRAND ISLAND	243.62	
DD	TRAVIS M HERBOLSHEIMER	1,352.38	GROSS 1760.00
DD	ANDREW HILSCHER	2,027.24	GROSS 2942.31
DD	DONALD MCGUIRE	124.64	GROSS 134.96
DD	DANIEL STOCKER	1,543.37	GROSS 2240.00
18257	ANDREW HILSCHER	621.00	
18250	RELIANCE STANDARD	182.29	
	<b>POLICE TOTAL</b>	<b>16,878.35</b>	



**PARKS**

18196	CULLIGAN OF OMAHA	23.00	
18200	LITTLE ENGINES	83.38	
18201	THE HOME DEPOT	958.99	
18202	MUD	62.10	
18206	FORESTRY SUPPLIERS, INC.	80.78	
18207	SHERMAN PLUMBING	325.70	
18208	MUD	98.00	
DD	JOHN BOHRER	928.76	GROSS PARKS 1133.45 GROSS STREETS 616.44
DD	STUART ELLISON	54.94	GROSS PARKS 63.63
DD	JACOB HYTREK	550.12	GROSS PARKS 338.85 GROSS STREETS 336.01
DD	NATHAN JOHNSON	655.53	GROSS PARKS 395.13 GROSS STREETS 387.88
DD	MEADE LAAKER	754.99	GROSS PARKS 820.00 GROSS STREETS 64.00
18210	BELLAIRE NURSERY	1,000.00	
18213	CUBBY'S	51.67	
18217	JOHN BOHRER	192.12	
18218	BENNINGTON AUTO SALE	1,326.20	
18219	LITTLE ENGINES	180.73	
18222	OPPD	427.47	
18224	ROB'S OIL COMPANY INC.	430.96	
18225	UHS PREMIUM BILLING	675.79	
18230	PLIC -GRAND ISLAND	35.83	
DD	JOHN BOHRER	938.55	GROSS PARKS 950.81 GROSS STREETS 799.08
DD	JACOB HYTREK	541.97	GROSS PARKS 355.94 GROSS STREETS 307.53
DD	NATHAN JOHNSON	677.90	GROSS PARKS 406.00 GROSS STREETS 406.00
DD	MEADE LAAKER	793.77	GROSS PARKS 836.00 GROSS STREETS 96.00
18258	JOHN BOHRER	40.31	
18253	LANOHA	12,600.00	
18252	LITTLE ENGINES	31.19	
18250	RELIANCE STANDARD	142.98	
	<b>PARKS TOTAL</b>	<b>24,663.73</b>	

**STREETS**

18196	CULLIGAN OF OMAHA	23.00
18196	LITTLE ENGINES	20.84
18201	THE HOME DEPOT	77.85
18202	MUD	144.90
18206	FORESTRY SUPPLIERS, INC.	45.10
18208	MUD	98.00
18213	CUBBY'S	10.43
18214	JEO CONSULTING, INC.	6,828.75
18217	JOHN BOHRER	40.32
18218	BENNINGTON AUTO SALE	1,326.20
18219	LITTLE ENGINES	45.19
18222	OPPD	4,795.82
18224	ROB'S OIL COMPANY, INC.	107.74
18225	UHS PREMIUM BILLING	675.79
18226	YOUNG & WHITE LAW OFFICES	1,244.10
18228	CLEAN SWEEP COMMERCIAL INC.	2,337.50
18258	JOHN BOHRER	40.32
18252	LITTLE ENGINES	7.80
18232	NEBRASKA DEPARTMENT OF TRANSPORTATION	449,729.85
	<b>STREETS TOTAL</b>	<b>467,599.50</b>

<b>CITY</b>	<b>281,813.65</b>
<b>SEWER</b>	<b>1,268.38</b>
<b>LIBRARY</b>	<b>7,779.49</b>
<b>POLICE</b>	<b>16,878.35</b>
<b>PARKS</b>	<b>24,663.73</b>
<b>STREETS</b>	<b>467,599.50</b>
<b>TOTAL OF ALL BILLS</b>	<b>800,003.10</b>

**ITEM #3**

**Prairie Hollow  
Reimbursement**





May 1, 2020

Matt John, Mayor  
City of Bennington  
15505 Warehouse Street, PO Box 221  
Bennington, NE 68007

RE: Bennington, Nebraska  
Prairie Hollow subdivision – Reimbursement Request Review  
JEO Project No. 090034.03

Dear Mayor and City Council:

JEO Consulting Group has received a request for reimbursement to the Developer by the City for the above referenced subdivision. The attached letter from Mark Westergard at E&A provides a detailed summary of the change (second paragraph) and why it was completed. The original design for this subdivision included a lift station, that would ultimately be owned and operated by the City. During discussions with the Developer's engineer, an alternative design that extended the gravity sewer southerly and moved the aerial crossing to a new location south of the existing aerial crossing would eliminate the need for a lift station. By eliminating the need for a lift station in this area, the City is saving the on-going operation and maintenance costs of the lift station. Thus, it was estimated that the additional costs to the City at this time would be significantly less than the cumulation of the on-going costs of a new lift station.

The request for additional cost sharing is related to the oversized sanitary sewer and relocation of the aerial crossing. The City, by the approved subdivision agreement is responsible for the additional costs in oversizing of the sanitary sewer for the section of 15" pipe from the existing crossing to the new crossing. The developer is proposing to split the cost on the aerial crossing, providing the City with a credit for the value of the materials salvaged (steel casing pipe) from the existing crossing for re-use. The attached letter from E&A outlines the costs of the structure and the credit provided to the city. The cost to the City is \$22,429.51 for reimbursement to the Developer.

If you have any questions, comments, or concerns with any of the statements, please feel free to contact Tyler Hevlin at 402.443.7443 or myself at 402.443.7483.

Sincerely,

Julie Ogden, PE  
Project Engineer

Pc: Jeff Miller, Young and White Law Offices, 8742 Frederick Street, Omaha, NE 68124  
Mark Westergard, E&A, 10909 Mill Valley Road, Suite 100, Omaha, NE 68154  
Ryan Schwarz, Berkshire-Hathaway Real Estate, 331 Village Point Plaza, Omaha NE 68118



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950  
P 402.895.4700 • F 402.895.3599  
www.eacg.com

Mr. Tyler Hevlin  
JEO Consulting  
11717 Burt Street, Suite 210  
Omaha, NE 68154

Re: Prairie Hollow Sanitary Sewer  
E&A File P2017.463.001

Dear Tyler,

This letter is a request for cost sharing by the City of Bennington for some construction modifications to the originally contemplated sanitary sewer system for Prairie Hollow. The changes resulted from collaboration between JEO as the City Engineer and E & A Consulting as the developer's engineer. The changes benefit both the residents of the subdivision and the City of Bennington and during the sanitary sewer design process, as these changes evolved, the sharing of costs was discussed between the engineering firms but left as something that would be finalized at a later date as the subdivision agreement was already in final form.

#### **BACKGROUND**

There is an existing 15" sanitary sewer that serves the northern half of the subdivision which turned east to an aerial crossing of the creek and continues down the east side of the creek to the south. When the plat for Prairie Hollow was being considered and approved the sanitary exhibits contemplated the use of ejector pumps at a number of residences in the southern portion of the subdivision as the lots were unable to be served with gravity sewer due to the depth of the 15" sewer. Ejector pumps, while being an acceptable solution, added both capital costs and maintenance costs for potential homeowners. In this same time frame a single sanitary pumping station for the subdivision in lieu of multiple, individual home ejector pumps was also considered. Again, while being a viable solution, it would create significant maintenance costs for the City as Prairie Hollow is within the corporate limits and the lift station would be owned and operated by the City. At this point, JEO suggested the alternative of extending the 15" gravity sewer south, eliminating the existing aerial creek crossing and constructing a new aerial creek crossing. E&A evaluated the suggestion and determined it to be feasible and that all lots in the subdivision would be able to be served via gravity. The additional costs to the developer for a significant 15' sewer extension and a new aerial creek crossing were acknowledged at this time but as stated previously details of specific cost sharing were not identified at that time.

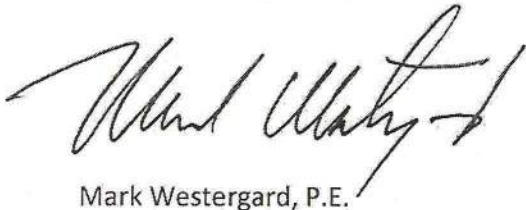
## PROPOSAL

The final sanitary sewer improvements provide long term benefits to the developer, the residents of the subdivision and the City of Bennington justifying the sharing of incremental costs. The proposed cost sharing is for the City of Bennington to pay for the difference in cost between the 15" sewer and an 8" sewer and to also pay one-half of the cost of the new aerial creek crossing less a credit for re-use of the casing pipe from the existing crossing. From the contractor's pay estimate (copy attached) the details costs are as follows:

Oversized 15" 969 L.F. x (\$42.50 - \$29.00) =	\$13,081.51
Aerial Crossing 1 Each at \$21,320 x 50% =	\$10,660.00
Less Credit for Casing Pipe =	<u>\$(1,312.00)</u>
Total	\$22,429.51

Please review this proposal and if acceptable place on the City Council agenda for consideration. Thank you.

Sincerely,  
E & A Consulting Group, Inc.



Mark Westergard, P.E.

Cc: Jeff Miller, City Attorney  
Julie Ogden, JEO  
Ryan Schwarz, Developer

RECEIVED

APR 20 2020

JEO CONSULTING GROUP, INC.





E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950

P 402.895.4700 • F 402.895.3599

www.eacg.com

February 27, 2020

Smart Development, LLC  
Via E-mail

RE: Pay Estimate No. 6 - Prairie Hollow  
Grading, Sanitary Sewer & Storm Sewer - Section I  
Sean Negus Construction  
E & A #P2017.463.001

Ryan,

We certify that to the best of our knowledge, Sean Negus Construction, has satisfactorily completed the below-itemized quantities of work under their construction contract for Grading, Sanitary and Storm Sewer Section I, and we recommend payment to them in the amount shown:

BID ITEM NO	DESCRIPTION	BID QUANTITY	QUANTITY TO DATE	UNIT	UNIT PRICE	AMOUNT
	STORM SEWER - \$159,260.50					
1.	CONSTRUCT 15" RCP, CLASS III	62.00	62.00	LF	39.75	2,464.50
2.	CONSTRUCT 18" RCP, CLASS III	517.00	517.00	LF	51.00	26,367.00
3.	CONSTRUCT 24" RCP, CLASS III	405.00	405.00	LF	56.50	22,882.50
4.	CONSTRUCT 30" RCP, CLASS III	354.00	354.00	LF	84.75	30,001.50
5.	AREA INLET TYPE II	3.00	2.00	EA	3,300.00	6,600.00
6.	CONSTRUCT 18" RCP FLARED END SECTION	1.00	1.00	EA	1,950.00	1,950.00
7.	CONSTRUCT 24" RCP FLARED END SECTION	2.00	2.00	EA	2,100.00	4,200.00
8.	CONSTRUCT 30" RCP FLARED END SECTION	1.00	1.00	EA	2,500.00	2,500.00
9.	CONSTRUCT 54" I.D. STORM SEWER MANHOLE (11)	7.00	7.00	VF	445.00	3,115.00
10.	CONSTRUCT 24" CONCRETE COLLAR	1.00	1.00	EA	300.00	300.00
11.	ROCK RIP RAP	21.00	0.00	TN	80.00	0.00
12.	CONSTRUCT CURB INLET TYPE I	14.00	14.00	EA	3,850.00	53,900.00
	SANITARY SEWER - \$220,905.00					
13.	CONSTRUCT 6" SANITARY SEWER PIPE	3,429.00	3,429.00	LF	25.50	87,439.50
14.	CONSTRUCT 8" SANITARY SEWER PIPE	692.00	692.00	LF	29.00	20,068.00
15.	CONSTRUCT 15" SANITARY SEWER PIPE	969.00	969.00	LF	42.50	41,182.50
16.	CONSTRUCT 54" I.D. SANITARY SEWER MANHOLE (67)	111.00	111.00	VF	445.00	49,395.00
17.	TAP EXISTING SANITARY MANHOLE	2.00	2.00	EA	750.00	1,500.00
18.	AERIAL CROSSING	1.00	1.00	EA	21,320.00	21,320.00
	GRADING - LUMP SUM \$179,161.97	1.00	0.9721	LS	179,161.97	174,163.35
19.	CLEARING AND GRUBBING	1.00				
20.	REMOVING TOPSOIL	7,514.00				
21.	EXCAVATION ESTABLISHED QUANTITY	45,136.00				
22.	REPLACE TOPSOIL ESTABLISHED QUANTITY	7,514.00				
23.	INSTALL SILT FENCE	2,665.00				
24.	INSTALL EROSION CONTROL MATTING TYPE S150	8,966.00				
25.	CONSTRUCT SEDIMENT BASIN A1, A2, B					
26.	CONSTRUCT ENERGY DISSIPATORS 1, 2					
27.	SEEDING	10.00				
28.	SODDING	1,224.00				
29.	REMOVE AND REPLACE CHAIN LINK FENCE	60.00				
EXTRAS						
A.	REMOVE AND DISPOSE OF EXISTING PIPE, (CO#1)	0.00	1.0000	LS	2,075.00	2,075.00
B.	TREE REMOVAL AND BURN, (CO#1)	0.00	0.6667	LS	7,500.00	5,000.00
C.	MOVE INLET LOCATION, (CO#1)	0.00	1.00	LS	1,450.00	1,450.00
D.	CHANGE IN INLET PLAN, 2ND & ALLAN, (CO#1)	0.00	1.00	LS	1,975.00	1,975.00
E.	DEDUCTION FOR FAILED TESTS, (CO#1)	0.00	1.00	LS	-5,803.00	-5,803.00
F.	FORM & POUR CURB INLET THROATS, (CO#1)	0.00	14.00	LS	1,131.43	15,840.00
G.	EXTRA DIRT, GUTTER BUDDIES & H PILE, (CO#2)	0.00	1.00	LS	12,458.90	12,458.90
H.	EROSION CONTROL MATTING, (CO#3)	0.00	5,990.00	SY	1.63	9,763.70

TOTAL AMOUNT EARNED TO DATE \$592,108.45  
AMOUNT PAID CONTRACTOR, EST. #1 - 5 \$526,422.31  
0% RETAINED \$0.00  
AMOUNT DUE CONTRACTOR, EST. #6 \$65,686.14

We certify that to the best of our knowledge, the above quantities are correct and the amount of  
Is due Sean Negus Construction

\$65,686.14

Very truly yours,

E & A CONSULTING GROUP, INC.

Randall L. Pierce, P.E.  
Construction Engineer

cc: Sean Negus Construction

**ITEM #4**

**Kempton Creek**

**Agreements**

**SUBDIVISION AGREEMENT**  
**KEMPTEN CREEK SUBDIVISION**  
**LOTS 1 THROUGH 205 AND OUTLOTS A THROUGH J**

**THIS SUBDIVISION AGREEMENT** is made and entered into on this 8th day of June, 2020, by and between HRC DEVELOPMENT, LLC, a Nebraska limited liability company (hereinafter referred to as the "Subdivider"), and SANITARY AND IMPROVEMENT DISTRICT NO. 603 OF DOUGLAS COUNTY, NEBRASKA, a political subdivision of the State of Nebraska (hereinafter referred to as the "District"), and the CITY OF BENNINGTON, NEBRASKA, a municipal corporation in the State of Nebraska (hereinafter referred to as the "City").

**WITNESSETH:**

**WHEREAS**, the Subdivider is the owner of the land included within the proposed plat of the Kempten Creek Subdivision Lots 1 through 205 and Outlots A through J, which is attached hereto as Exhibit "A", which parcel of land (hereinafter referred to as the "area to be developed") is outside the corporate limits of the City but within the City's zoning and platting jurisdiction; and

**WHEREAS**, the area to be developed is included within the boundaries of the District as shown on the District boundary drawing which is attached hereto as Exhibit "B"; and

**WHEREAS**, the District is a sanitary and improvement district which was previously created by the owner of all of the land within the boundaries of the District; and

**WHEREAS**, the Subdivider and the District propose that the District will build public improvements in the area to be developed or serving the area to be developed; and

**WHEREAS**, the Subdivider, the District, and the City, wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements to be constructed within the District and within the area to be developed or serving the District or the area to be developed, and the extent to which the contemplated public improvements specially



benefit property in the District and in the area to be developed, and to what extent the cost of the same shall be specially assessed.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**I.**

For the purpose of this Subdivision Agreement the following words and phrases shall have the following meanings:

- A. The "cost" or "entire cost" of a type of improvement shall mean all construction costs, engineering fees, acquisition costs for land for off-site public easements and right-of-way, attorney fees, testing expenses, publication costs, financing costs, and miscellaneous costs. In this regard, financing costs shall include all fiscal agent warrant fees and bond fees, and interest on warrants to the date of the levy of special assessments. The date of levy of special assessments shall mean within six (6) months after acceptance of the improvement by the Board of Trustees of the District.
- B. "Property benefitted" shall mean property within the District which constitute building sites, including any unplatted property and any previously platted property.
- C. "Street intersections" and "extra-width paving" and "general obligation paving" shall mean the areas shown on the general obligation paving plan which is attached hereto as Exhibit "C".
- D. "General obligation" shall mean unassessable capital costs.

**II.**

The District covenants that it shall provide the City with verification that all public improvements hereinafter set forth have been satisfactorily arranged, and that the District shall also provide the City with written confirmation of a binding agreement between the District and its fiscal agent calling for the placement of the warrants or bonds of the District for the installation of such public improvements. Verification that all public improvements have been satisfactorily arranged, shall be through the letting of District contracts covering the installation of all public improvements, except for public utility improvements as hereinafter provided. The public improvements which the District shall be required to timely and orderly install, contract for

installation, or participate in the installation of via a cost share payment, shall consist of the following:

- A. Concrete paving, with integral curb and gutter, of all streets dedicated per the plat (Exhibit "A"), all of said paving to be twenty-seven (27) feet in width, except for Kempton Creek Drive within the area to be developed shall be thirty-two (32) feet in width, and except for such other streets within the area to be developed that have a width greater than twenty-seven (27) feet, which streets shall be extra-width paving, if any, approved by the City Engineer, as shown on the paving plan (Exhibit "C"). The plans and specifications for said improvements are to be approved by the City prior to the letting of District contracts covering the installation of said improvements. The plans and specifications for said improvements shall include speed control humps and/or tables as approved by the City Engineer.
- B. Concrete paving, with integral curb and gutter, for the Kempton Creek Drive entrance from Bennington Road, and concrete paving but without integral curb and gutter for the portion of Kempton Creek Drive going east to North 156<sup>th</sup> Street, both of which are outside of the boundaries of the District, as shown on the paving plan (Exhibit "C"). The plans and specifications for said improvements are to be approved by the City prior to the letting of District contracts covering the installation of said improvements.
  - 1. All contracts, agreements, deeds, easements, dedications, or instruments of whatever nature, concerning the acquisition of property or an interest in property for the purpose of constructing said improvements, and/or for the purposes of dedicating such property to the public for public use, are to be approved by the City prior to the District's execution thereof.
  - 2. For the purposes of Neb. Rev. Stat. §31-736, the City's approval and execution of this Subdivision Agreement shall be the City's approval of the District's acquisition of such fee title, easements, or other interests in such property as may be required for said improvements, including acquisition via the exercise of the power of eminent domain pursuant to Neb. Rev. Stat. §31-737.
- C. All sanitary sewer mains, manholes, lift stations, force mains and related appurtenances constructed in dedicated street right-of-ways and easements per the plat (Exhibit "A"), pursuant to the sanitary sewer plan which is attached hereto as Exhibit "D". The plans and specifications for said improvements are to be approved by the City prior to the letting of District contracts covering the installation of said improvements.
- D. A sanitary outfall sewer main outside the boundaries of the District, from Kempton Creek Drive near the northeast corner of Outlot J, and going northeast to a point of connection with the existing sanitary interceptor sewer located south Bennington Road. All contracts, agreements, deeds, easements, or instruments of whatever nature, concerning the acquisition of property or an interest in property for the purpose of constructing said improvements, are to be approved by the City prior to the District's execution thereof. The plans and specifications for said improvements are to be approved by the City prior to the letting of District contracts covering the installation of said improvements.
- E. All water mains, fire hydrants, and appurtenances within dedicated street right-of-ways and easements per the plat (Exhibit "A") to be installed by the Metropolitan Utilities



District. The contract with the Metropolitan Utilities District will be provided as soon as available.

- F. Stormwater sewers, inlets, manholes, and related appurtenances constructed in dedicated street right-of-ways and easements per the plat (Exhibit "A"), pursuant to the stormwater sewer plan which is attached hereto as Exhibit "E". The plans and specifications for said improvements are to be approved by the City prior to the letting of District contracts covering the installation of said improvements.
- G. Natural gas distribution mains located within dedicated street right-of-ways and easements per the plat (Exhibit "A") to be installed by the Metropolitan Utilities District. The contract with the Metropolitan Utilities District will be provided as soon as available.
- H. Underground electrical service to each of the lots in the area to be developed to be installed by the Omaha Public Power District. The contract with OPPD will be provided as soon as available.
- I. Non-decorative street lighting for public streets dedicated per the plat (Exhibit "A") to be installed by the Omaha Public Power District. The contract with OPPD will be provided as soon as available.
- J. Sidewalks per the sidewalk and trail plan which is attached hereto as Exhibit "F", shall be constructed by the Subdivider, the District, or the lot owners in accordance with the following schedule:
  - 1. Sidewalks shall be constructed immediately abutting built-upon lots by the lot owners as soon as weather permits.
  - 2. Sidewalks shall be constructed by the District on or adjoining the Outlots per the sidewalk and trail plan (Exhibit "F") and concurrently with the construction of the adjoining streets.
  - 3. Mid-block crossing sidewalks shall be constructed by the District per the sidewalk and trail plan (Exhibit "F") and concurrently with the construction of the adjoining streets.
  - 4. In any event, all sidewalks shall be constructed upon both sides of all public streets within six (6) years of the recording of the subdivision plat.
  - 5. ADA compliant sidewalk ramps shall be constructed at all intersections per the plat (Exhibit "A") by the lot owners in conjunction with the construction of the house on each lot and by the District on or adjoining Outlots once all other internal public improvements have been completed.
- K. Pedestrian/bike trails per the sidewalk and trail plan which is attached hereto as Exhibit "F", shall be constructed by the District in conjunction with the construction of the streets in the area to be developed. Such pedestrian/bike trails shall be concrete and a minimum of ten (10) feet wide. The plans and specifications for said improvements are to be approved by the City prior to the letting of District contracts covering the installation of said improvements.
- L. A Sediment and Erosion Control Plan will be submitted to the NDEE for permit.



- M. The Subdivider shall be responsible for all review fees and submissions with local agencies having jurisdiction in this area. Agencies to review and accept proposed public improvements shall include, but is not limited to, the Nebraska Department of Environment and Energy, Douglas County, Papio-Missouri River NRD, and the United States Army Corps of Engineers.

### III.

The parties agree that the entire cost of all public improvements paid for by the District and set out in Section II herein shall be defrayed as follows:

- A. One hundred percent (100%) of the entire cost of all street construction shall be paid by special assessment against the property benefitted within the District, except for street intersections, paving along Outlot frontages, general obligation paving, and extra-width paving which is in excess of twenty-seven (27) feet, per the paving plan (Exhibit "C"), which may be a general obligation of the District.
- B. One hundred percent (100%) of the District's entire costs associated with the acquisition of property for and the design, testing, construction, and construction management of the Kempton Creek Drive entrance from Bennington Road and the portion of the Kempton Creek Drive going east to North 156<sup>th</sup> Street, both of which are outside the boundaries of the District as provided in Section II(B) hereinbefore, may be a general obligation of the District.
1. These street improvements, along with the portion of Kempton Creek Drive abutting Outlot B, will also benefit and serve adjoining properties in the future when those adjoining properties themselves are developed or make connections to these street improvements. Accordingly, the District shall be treated as a pioneer of these street improvements and shall be reimbursed for a portion of the costs associated therewith when those adjoining properties themselves are developed or make connections to these street improvements.
  2. Such reimbursements shall be reasonably calculated by the City in cooperation with the District and the subdivider, developer, owner, and/or the sanitary and improvement district involved with the adjoining properties. The City shall collect those calculated reimbursements in advance of the release of any final plat for the adjoining properties, and/or in advance of any connections to these street improvements by the adjoining properties. Such reimbursements so collected by the City shall be remitted to the District within sixty (60) days of the City's receipt thereof.
- C. One hundred percent (100%) of the entire cost of all sidewalks construction by the District per the sidewalk and trail plan (Exhibit "F") and as provided in Sections II(J)(2) and (3) may be a general obligation of the District. All sidewalks constructed on other lots shall be privately installed and at the cost of the owner of said lots. In the event sidewalks on any of the other lots have not been constructed within six (6) years of the recording of the subdivision plat, the District shall construct sidewalks and shall be paid by special assessment against the property benefitted.

- D. One hundred percent (100%) of the entire cost of all sanitary sewers within the area to be developed, including manholes and other appurtenances, shall be paid by special assessment against the property benefitted within the District, provided:
1. The District's total cost of any outfall sanitary sewer line to be constructed by the District, within the boundaries of the District, shall be specially assessed except that portion of the outfall sanitary sewer line which the pipe size is greater than eight inches (8") in diameter, may be a general obligation of the District.
  2. The District's total cost for the outfall sanitary sewer mains to be constructed by the District outside the boundaries of the District, may be a general obligation of the District.
  3. Connection charges and amounts paid to the City or paid to other sanitary and improvement districts shall be specially assessed to the extent of special benefit to properties in the District, and the remainder may be general obligation of the District.
- E. The cost of stormwater sewers and appurtenances constructed in dedicated street right-of-ways and easements per the plat (Exhibit "A"), may be a general obligation of the District.
- F. One hundred percent (100%) of the entire cost of the internal water system addition serving the area to be developed shall be specially assessed against the property benefitted within the area to be developed, except that portion of the internal water system addition within the boundaries of the District which the pipe size is greater than eight inches (8") in diameter, and Pioneer Mains, may be a general obligation of the District. All refunds shall be made to the appropriate fund of the District for application to the payment of outstanding general obligation debt.
- G. One hundred percent (100%) of the entire cost of the external water main extension may be a general obligation of the District.
- H. The entire cost of the installation of electrical power service and the natural gas distribution system shall be specially assessed against the property within the area to be developed. The refunded charge from the Omaha Public Power District and/or the Metropolitan Utilities District shall be credited in accordance with law, and if so credited to the District it shall be made to the appropriate fund of the District for application to the payment of outstanding general obligation bonds.
- I. The entire cost of the installation of any tornado warning siren or sirens may be a general obligation of the District. One hundred percent (100%) of the entire cost of monthly charges paid to the Omaha Public Power District for the furnishing of electricity for each such tornado warning siren shall be paid from the general fund of the District.
- J. One hundred percent (100%) of the entire cost of construction of the pedestrian/bike trails (Exhibit "F") may be a general obligation of the District.
- K. Except as is herein otherwise provided, any payments to other sanitary and improvement districts, sanitary districts, utility districts, utility providers, or municipalities, for any fees, deposits, charges, or surcharges, shall not be a general obligation of the District.



- L. No funds of the District shall be used for the installation or maintenance of telephone, telecommunication, communication, television, cable television, or fiberoptic equipment or systems, or decorative street lights. No funds of the District shall be used for trash removal services for any lot in the District, and the District shall not enter into any contract or agreement for such trash removal services for any lot in the District.
- M. One hundred percent (100%) of the entire cost of monthly contract charges paid to the Omaha Public Power District for furnishing the street lighting required herein shall be paid from the general fund of the District.
- N. All costs associated with implementation of grading, erosion, and sediment control structures shall be an expense of the Subdivider. Once constructed, maintenance of such facilities shall be paid for from the general fund of the District. When the sediment or erosion control structures are no longer needed, the costs of removal thereof and the costs to extend storm sewers and construct stabilized storm sewer outlets may be a general obligation expense of the District. The sediment basins are to remain in place until vegetated and approval to remove the basins is given by the City Engineer.
- O. Pursuant to Section 2(b) of City Ordinance No. 314 as amended, the District shall pay the City a fee equal to one percent (1%) of the estimated total construction cost of public improvements as shown on the subdivision application source and use of funds form, which may be a general obligation of the District. This amount is to be paid at the time the City Engineer approves the plans and specifications for the public improvements. At the time of acceptance of the work, the actual fee shall be determined on the basis of one percent (1%) of the final construction costs, as verified by the City Engineer. Any variance between the estimated fee payment and the actual fee payment shall be adjusted and paid by the District, or refunded to the District.

#### IV.

The credit or funds of the District may be used to pay for any public improvements specified in this Subdivision Agreement, but not for any other purpose. PROVIDED HOWEVER, that the District may issue warrants for the purpose of paying for repairs, maintenance, and operating costs of the District, such warrants to be paid out of funds obtained by the District through its general fund tax levy, or where allowed by law, may be paid from special assessments or fees or charges. Maintenance, repair and reconstruction of a public improvement may be paid through the general fund and shall not be a general obligation of the District's construction/bond fund, nor shall construction warrants be issued therefor without the prior written approval of the City Engineer. Reconstruction of public improvements may be paid from



the construction fund with the prior written approval of the City Engineer. The District shall not acquire any interest in real property without the prior approval of the City.

## V.

The City covenants and agrees that should the City, by reason of its annexation of the District or any area thereof prior to the District's levy of special assessments for the improvements authorized in this Subdivision Agreement, thereby succeed to the District's power to levy special assessments for the portion annexed, that the City will then levy the special assessments determined pursuant to law and in accordance with this Subdivision Agreement. All parties covenant and agree that nothing in this Subdivision Agreement shall be construed so as to oblige the City to annex the District or the area to be developed or any part of either. The District waives the right and agrees that it shall not sue, nor fund any lawsuit to prevent any annexation of property within the District by the City. In the event the City annexes only a part of the District, then the District does not waive its right to solely and only contest a proper division of assets and liabilities.

## VI.

The Subdivider and the District covenant and agree that the District will:

- A. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to the construction of public improvements in subdivisions and testing procedures therefor.
- B. Except as may otherwise be agreed to by the City, all of the District's levies of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by the lots or parcels which are truly building sites. If any lot, parcel or other area within the area to be developed is not a building site by reason of insufficient size or dimensions, or by reason of easements or similar burdens, or for any other reason, then no portion of the total amount shall be levied against said unbuildable lot, parcel or other area.
- C. The District shall provide the following information to the City Engineer and to the City Clerk at least thirty (30) days prior to any meeting of the Board of Trustees of the District held to propose the levy of special assessments:

1. A detailed schedule of the proposed special assessment and/or the amount of the general obligation costs of any improvement or acquisition.
2. A plat of the area to be assessed.
3. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
  - a. The amount paid to the contractor.
  - b. A special itemization of all other costs of the project, including, but not limited to, all engineering fees, attorney fees, testing expenses, publication costs, financing costs, including, but not limited to, interest on all warrants to the date of the levy of special assessments, and estimated fiscal agent warrant fees and bond fees.
  - c. A special itemization of all costs of the District not itemized in (a) and (b) above.
- D. In addition to the above notice requirement, the District shall also, thirty (30) days prior to the Board of Equalization hearing of the District, give notice in writing to the City that the Board of Equalization will be convened on that date for the consideration of the levying of special assessments and equalization and apportionment of debt.
- E. The District agrees that it will not unreasonably delay acceptance of an improvement and that the District shall levy special assessments within six (6) months after acceptance of the improvement.
- F. The requirement set forth in Nebraska Revised Statute § 31-749 (Reissue 2016) as amended, that written objections to the District's proposed assessments must be filed with the clerk of the District within twenty (20) days after the first publication of notice thereof or such objections shall be deemed waived, is extended and the City shall have thirty (30) days after the first publication of notice to file any such written objections.
- G. In setting the rate of interest for special assessments levied by the District, the District shall set the rate of interest authorized by law.

## VII.

- A. Except when otherwise specifically prohibited by law, the District agrees to annually levy a minimum ad valorem property tax rate of eighty-eight cents (\$0.88) per one hundred dollars (\$100.00) of taxable valuation for all tax collection years through the year that all District warrants can be paid on a cash basis and/or are converted to bonded debt. Of such annual levy and after the District has been in existence for more than five (5) years after its original inception, no more than forty cents (\$0.40) per one hundred dollars (\$100.00) of taxable valuation shall be for the District's general levy, and the remainder of such annual levy shall be for the District's bond levy. If the levy of such a minimum ad valorem property tax rate is specifically prohibited by law, then the District agrees to levy the maximum ad valorem property tax rate allowed by law for all tax collection years through the year that all District warrants can be paid on a cash basis and/or are converted to bonded debt.



- B. District bonds shall be payable in not to exceed twenty (20) years. Each issue of general obligation bonds shall mature or be subject to mandatory redemption so that the first principal repayment is not more than three (3) years after the date of issuance and so that the remaining bonds of such issue shall be amortized as evenly as possible between the fifth (5th) and twentieth (20th) years of such issue, as approved by the City. District bonds shall not include any provisions or stipulations that the bonds shall accelerate, mature, and/or become fully due and payable upon the City's annexation of the District. Any such prohibited provisions or stipulations will be accordingly null, void, nonbinding, and of no legal effect.
- C. On or about June 1st of each year following the issuance of District bonds, the District's fiscal agent will deliver to the City for review and approval a cash flow projection by year for a fifteen (15) year period. The cash flow projection shall include, but shall not be limited to, existing and projected taxable valuation, a projected annual debt service levy, a projected annual general fund levy, existing and projected cash receipts, cash disbursements and available balances in the bond fund and general fund of the District.
- D. The District's Board of Trustees agrees to adopt tax rate levies sufficient to fund the succeeding year's general and bond fund projected obligations as required in the cash flow projections.

## VIII.

In the performance of this Subdivision Agreement, the District shall not discriminate against any parties on account of race, national origin, gender, age, disability, political or religious affiliations in violation of federal or state laws or local ordinances.

## IX.

- A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the District to connect its sewer system to the sewer system of the City for a period not to exceed twenty-five (25) years pursuant to Neb. Rev. Stat. § 19-2701 (Reissue 2012), in such manner and at such place or places designated on plans submitted by the District and approved by the City.
- B. Notwithstanding any other agreement involving the Subdivider and/or the District to the contrary, the District shall not, without the prior written agreement of the City, permit any sewer lines or sewer systems outside the boundaries of the area to be developed to be connected to: the sewer or sewer lines of the District, any sewer from the District's boundaries to the sewers of the City or any sewers connected to the sewers of the City, any outfall sewer of the City or any outfall sewer connected to the sewers of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the District's boundaries. The District shall not collect connection charges for such connections except as may be herein provided.



- C. At all times all sewage from and through the District into the City sewer system or into any sewer connected to the sewers of the City, shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now exist and as from time to time may be enacted or amended.
- D. Before any connection from any premises to the sewer system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City and for the same permit fee of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City or any sewers connected to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with the minimum standards prescribed by the City.
- E. Notwithstanding any other provisions of this Subdivision Agreement, the City retains the right to disconnect the sewer of any industry, or other sewer user, whether within or without the area to be developed, or whether within or without the District, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule, or regulation.
- F. The District warrants that it has not employed or retained any company or person, other than a bona fide employee working for the District, to solicit or secure this Subdivision Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the District, any fee, commission, percentage, brokerage fee, or gift, for the making of this Subdivision Agreement. For breach or violation of this warranty, the City shall have the right to annul this Subdivision Agreement without liability. The District shall require the same warranty from each contractor with whom it contracts in any way pertaining to its sewage system. The prohibition provided for herein shall not apply to the retention of an attorney or other agent for the purpose of negotiating the provisions of this Subdivision Agreement where the existence of such agency has been disclosed to the City.
- G. The District expressly agrees that it is and that all lots within the area to be developed shall be:
  - 1. Bound by and to any provisions of any ordinances, rules, regulations and franchises hereafter made, adopted and granted by the City applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into the sewer systems of the City or sewers connected to the sewers of the City; and,
  - 2. Bound by any terms and provisions which by ordinance, resolution, rule or franchise of the City shall hereafter adopt, grant or provide as being applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any sewage from a sanitary and improvement district to flow directly or indirectly into or through any part of the sewer or sewage system of the City or any sewer connected to the sewers of the City.

## X.

- A. Pursuant to City Municipal Code Section 6-212 as amended and the City's Agreement For Wastewater Services with the City of Omaha as amended, the lots within the area to be developed are subject to the payment of a sanitary sewer connection fee, which shall be paid to the City in the then current amount by each lot owner or lot builder in conjunction with the application for a City building permit. Currently, the applicable sewer connection fee for the lots within the area to be developed for residential single-family uses per lot is \$1,664.00 for 2020 and thereafter, but those fee amounts can be amended and changed, and the sewer connection fee amount to be paid for any particular lot shall be the then current amount pursuant to City Municipal Code Section 6-212 at the time of application for a building permit.
- B. If the area to be developed is replatted, or if the use of the lots is changed, then the charge shall be changed by the City in conformance with City Municipal Code Section 6-212 as amended.
- C. In the event the Subdivider shall plat additional lots which will be in the District which it wishes to connect to the City sewer system, then this Subdivision Agreement shall be amended by the parties or a separate Subdivision Agreement shall be entered into by the parties so as to provide for payment of the charge for the additional lots.
- D. The City may collect, within the area to be developed, the City's sewer connection, tap, hookup, and permit fees, as provided by existing City ordinances, and its sewer use fees as now or hereafter exist. Such fees shall be in addition to the payments provided for in Section X(A) herein.

## XI.

- A. Installation of decorative street lights, subdivision signs, entrance signs, fencing, related fixtures or landscaping, and the installation of any median, street island, outlot, or common area landscaping and related fixtures shall be paid for by the Subdivider. Plans for such proposed improvements must be submitted to the City for review and approval prior to the installation of such improvements.
- B. The Subdivider agrees to be responsible for the permanent and continuous maintenance and upkeep of all landscaped medians, landscaped street islands, outlots, and common areas within the area to be developed, including all decorative street lights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, until such time as all of the immediately following provisions are fully complied with.
- C. The Subdivider shall file with the Douglas County Register of Deeds prior to the Subdivider's sale of any lot within the area to be developed, covenants which shall provide that all owners of all lots within the area to be developed, shall be members of an incorporated lot owners association and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of said incorporated lot owners association.
- D. The Subdivider shall cause to be incorporated prior to the sale of any lot within the area to be developed, a permanent and continuous lot owners association. The articles of incorporation and by-laws for such corporation shall provide that all owners of all lots within the area to be developed shall be members of such corporation and shall be subject



to the levy and payment of all charges, dues, assessments and special assessments of such corporation. The articles of incorporation and by-laws for such corporation shall further provide that such corporation shall annually establish, levy and collect all charges, dues, and assessments required to pay all expenses in connection with the maintenance and upkeep of all decorative street lights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, and all landscaped medians, landscaped street islands, Outlots A and C-J, and all other common areas within the area to be developed as hereinafter required, and to pay all other expenses incurred pursuant to the conduct of the business of such corporation. The articles of incorporation and by-laws for such corporation must be submitted to and approved by the City prior to execution and filing.

- E. The Subdivider shall transfer title to Outlots A and C-J to the aforesaid corporation, and the aforesaid corporation shall enter into a maintenance agreement with the District and the City, which obligates such corporation on a permanent and continuous basis to provide for the proper and continuous maintenance and upkeep of all landscaped medians, landscaped street islands, Outlots A and C-J, and all other common areas within the area to be developed including all decorative street lights, subdivision signs, entrance signs, fencing, and related fixtures, and including all landscaping and related fixtures. Such maintenance agreement shall be incorporated in the covenants, articles of incorporation, and by-laws hereinbefore required, and shall be submitted to and approved by the City prior to execution and filing.
- F. Outlot B of the area to be developed will not be purchased or owned by the Subdivider or the aforesaid corporation, and shall not be included within the boundaries of the District. Outlot B will, instead, be retained and owned by its current owner, Papio Valley Heritage, LLC, for the currently intended future purpose of being sold/donated to the City for the City's future development, along with other adjoining property of Papio Valley Heritage, LLC to the east, for a future City recreational complex.

## XII.

- A. The area to be developed will be rezoned to an R-3 Medium Density Residential Zoning District with a CMD Clustered/Mixed Use Overlay Zoning District. The CMD Clustered/Mixed Use Overlay Zoning District in turn, as provided in current City Zoning Regulation 5.05.05(A), allows certain lot and yard requirements to vary. In accordance therewith and for Lots 125-205 within the area to be developed, those variable lot and yard requirements are established to be:
  - 1. For Lots 125-205 a minimum lot area for single-family attached townhouses of 2,100 square feet per unit.
  - 2. For Lots 171-205 a front yard setback of a minimum of 15 feet, a rear yard setback of a minimum of 15 feet, and a side yard setback of a minimum of 5 feet provided that for interior units that have a common wall the side yard setback for such common wall side yard lot lanes shall be zero feet and the common wall shall be located on the property line separating the units. For corner lots the street side yard setback shall be the front yard setback of a minimum of 15 feet.
  - 3. City Zoning Regulation 5.15.06(C)(xii) requires that a minimum of twenty (20) percent of the net area of the portion of a CMD development reserved for residential use be provided for common area uses, and because of the Subdivider's cooperation with the City in redesigning lots and streets within the area to be



developed which facilitates the City's intended future acquisition, design, and use of adjoining property for a future City recreational complex, the Subdivider's cooperation and redesigning actions will be accepted in these circumstances only, as compliance with said twenty (20) percent common area requirement. However, no precedent is hereby established that any other common, green, or open space or recreational or park areas in the vicinity of a CMD can be accepted or substituted for the twenty (20) percent common area requirement of City Zoning Regulation 5.15.06(C)(xii).

- B. A Development Plan dated February 20, 2020 was submitted by the Subdivider in conjunction with the final plat and is incorporated herein. In the event of any conflict between the Development Plan and this Subdivision Agreement, the terms of this Subdivision Agreement shall control.
- C. Prior to commencing grading or other construction the Subdivider and the District shall present to the City a plan for erosion control and such permits that may be required to insure that applicable standards are complied with regarding wildlife, wetlands, flood plains and other similarly situated lands. Further, the Subdivider and the District shall prior to commencing grading or other construction make application for and obtain all necessary and required permits from all federal and state agencies, including but not limited to, a United States Army Corp of Engineers 404 Permit, a Certificate of No Rise if required, and an erosion control plan (NPDES). The Subdivider and the District shall submit to the City such permits and plans prior to commencing grading or other construction.
- D. Pursuant to Article 8, Section 2 of the City's Subdivision Regulations, as amended, the Subdivider is required to either dedicate land for parks and facilities and/or pay a park fee in-lieu of such dedications, as provided in the Park Land Dedication/Fee provisions of the City's Parks and Recreational Master Plan adopted by Ordinance No. 378 in May 2008, as amended by Ordinance No. 423 in June 2014, and as may be amended thereafter. The fee payment in-lieu of dedications for the area to be developed is \$97,016.28, calculated on the basis of \$1,615.00 per acre for residential developments x 60.072 acres within the area to be developed = \$97,016.28, which shall be paid to the City by the Subdivider and not the District prior to the City's release of the final plat. Pursuant to the City's Parks and Recreation Plan, said payment shall be reserved and used by the City for the acquisition of parks and open spaces and the proper maintenance of existing and new recreational amenities. Because the required fee payment is to be made by the Subdivider and not made or reimbursed by the District, the Subdivider's \$97,016.28 park fee shall not be paid by the District or reimbursed by the District and shall be paid solely by and shall solely be the expense of the Subdivider.
- E. Notwithstanding the existence of any covenants or other restrictions applicable to the District or area to be developed, the City shall have the right to purchase, acquire, and make use of any lot within the District or area to be developed for public purposes as authorized by the applicable zoning regulations of the City.
- F. Except when otherwise agreed to in writing by the City, and except for contracts with public utilities or concerning construction projects approved by the City, all contracts entered into by the District shall be subject to cancellation by the City after annexation of the District by the City, and notwithstanding any contract provisions to the contrary. All such contracts entered into by the District shall contain a provision providing that in the event of annexation of the District by the City, the contract may be canceled with one (1)

month advanced notice by the City. When such a contract is canceled by the City, then all future rights, liabilities and obligations of all parties to the contract shall terminate.

- G. The Subdivider shall provide to the City Engineer along with the final plat, a complete copy of the CAD Drawings of the area to be developed, showing all lots, blocks, and water and sewer system improvements. Such CAD Drawings shall be in AutoCAD.
- H. As a result of any violation of this Subdivision Agreement, the City shall have the authority, after first giving ten (10) days written notice to the Subdivider and/or the District, to discontinue the issuance of building and/or sewer or water connection permits for the lots in the District, until such time as the violation is corrected.
- I. No building permits shall be issued until after the substantial completion of all required public improvements, or as otherwise authorized by the City Engineer.
- J. The subletting, assignment, or transfer of all or part of any interest of the District hereunder is prohibited without the prior written approval of the City. Assigning or selling more than fifty (50) lots to anyone (1) builder requires City approval, which will not be unreasonably withheld.
- K. The Douglas County Engineer has submitted comments and requirements as set forth in a letter dated July 30, 2019, and the District and the Subdivider shall be required to comply therewith, and which include improvements to North 156<sup>th</sup> Street. All requirements of the Douglas County Engineer, which include improvements specifics, cost sharing, timelines, etc. shall be identified within an Interlocal Cooperation Agreement between Douglas County and the District. Once the Interlocal Cooperation Agreement is executed, a copy shall be provided to the City.

The Subdivider will provide an overlot grading plan for final approval by JEO and the City.

### **XIII.**

- A. No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of this Subdivision Agreement.
- B. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.
- C. This Subdivision Agreement shall be binding upon the parties hereto, their respective successors and assigns.



**IN WITNESS WHEREOF**, we, the executing parties, by their respective duly authorized agents, hereby enter into this Subdivision Agreement, effective on the day and year first above written.

ATTEST:

CITY OF BENNINGTON

\_\_\_\_\_  
City Clerk Mindi Laaker

BY \_\_\_\_\_  
Mayor Matt John

ATTEST:

SANITARY AND IMPROVEMENT  
DISTRICT NO. 603 OF DOUGLAS  
COUNTY, NEBRASKA

\_\_\_\_\_  
Clerk Justin Knapp

BY \_\_\_\_\_  
Chairman David Vogtman

WITNESS:

HRC DEVELOPMENT, LLC,  
a Nebraska limited liability company

\_\_\_\_\_  
BY \_\_\_\_\_  
Assistant Vice President David Vogtman

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney Jeff C. Miller

\_\_\_\_\_  
Attorney for S.I.D. No. 603 and  
HRC DEVELOPMENT, LLC



4 TRACT OF LAND LOCATED IN PART OF THE NORTH OF THE NE 1/4 AND WITHIN ALL OF THE SW 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 5TH PM, DODD COUNTY, NEBRASKA



Variable	Mean (SD)	Minimum	Maximum	Range
Age	30.15 (3.21)	22	38	16
Weight	68.12 (10.15)	55	85	30
Height	170.12 (5.12)	160	180	20
Body Mass Index	23.12 (2.12)	20	26	6
Heart Rate	165.12 (10.12)	140	180	40
Stroke Volume	100.12 (15.12)	80	120	40
Cardiac Output	16.12 (2.12)	14	18	4
Mean Arterial Pressure	93.12 (10.12)	80	105	25
Systolic Blood Pressure	120.12 (15.12)	105	135	30
Diastolic Blood Pressure	80.12 (10.12)	70	90	20
Mean Circulatory Pressure	93.12 (10.12)	80	105	25
Central Venous Pressure	10.12 (2.12)	8	12	4
Pulmonary Artery Pressure	25.12 (5.12)	20	30	10
Left Atrial Pressure	12.12 (2.12)	10	14	4
Left Ventricular Pressure	120.12 (15.12)	105	135	30
Right Atrial Pressure	10.12 (2.12)	8	12	4
Right Ventricular Pressure	25.12 (5.12)	20	30	10
Left Ventricular End-Diastolic Pressure	12.12 (2.12)	10	14	4
Right Ventricular End-Diastolic Pressure	25.12 (5.12)	20	30	10
Left Ventricular Stroke Volume	70.12 (10.12)	60	80	20
Right Ventricular Stroke Volume	70.12 (10.12)	60	80	20
Left Ventricular Cardiac Output	10.12 (2.12)	8	12	4
Right Ventricular Cardiac Output	10.12 (2.12)	8	12	4
Left Ventricular Pressure-Volume Area	10.12 (2.12)	8	12	4
Right Ventricular Pressure-Volume Area	10.12 (2.12)	8	12	4
Left Ventricular Pressure-Volume Loop Area	10.12 (2.12)	8	12	4
Right Ventricular Pressure-Volume Loop Area	10.12 (2.12)	8	12	4
Left Ventricular Pressure-Volume Loop Slope	10.12 (2.12)	8	12	4
Right Ventricular Pressure-Volume Loop Slope	10.12 (2.12)	8	12	4
Left Ventricular Pressure-Volume Loop Area Slope	10.12 (2.12)	8	12	4
Right Ventricular Pressure-Volume Loop Area Slope	10.12 (2.12)	8	12	4
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CONTRACTS BY COUNTRY				
Country	2012-13	2013-14	2014-15	2015-16
1. Australia	4,400	4,100	4,250	4,700
2. Brazil	3,100	3,100	2,950	3,400
3. Canada	2,000	1,800	2,100	2,000
4. China	1,900	2,000	2,050	2,000
5. France	1,800	1,700	1,750	1,700
6. Germany	1,700	1,600	1,650	1,600
7. India	1,600	1,500	1,550	1,500
8. Italy	1,500	1,400	1,450	1,400
9. Japan	1,400	1,300	1,350	1,300
10. Korea	1,300	1,200	1,250	1,200
11. Mexico	1,200	1,100	1,150	1,100
12. Russia	1,100	1,000	1,050	1,000
13. South Africa	1,000	900	950	900
14. Spain	900	800	850	800
15. Taiwan	800	700	750	700
16. Thailand	700	600	650	600
17. UK	600	500	550	500
18. USA	500	400	450	400
19. Vietnam	400	300	350	300
20. Other	300	200	250	200

TAJIMA'S D-STATISTIC ( $D_N$ )
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-0.700
-0.711
-0.722
-0.733
-0.744
-0.755
-0.766
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P-3 ZUMBA DETACH TABLE (LOTS 1 TO 100)	
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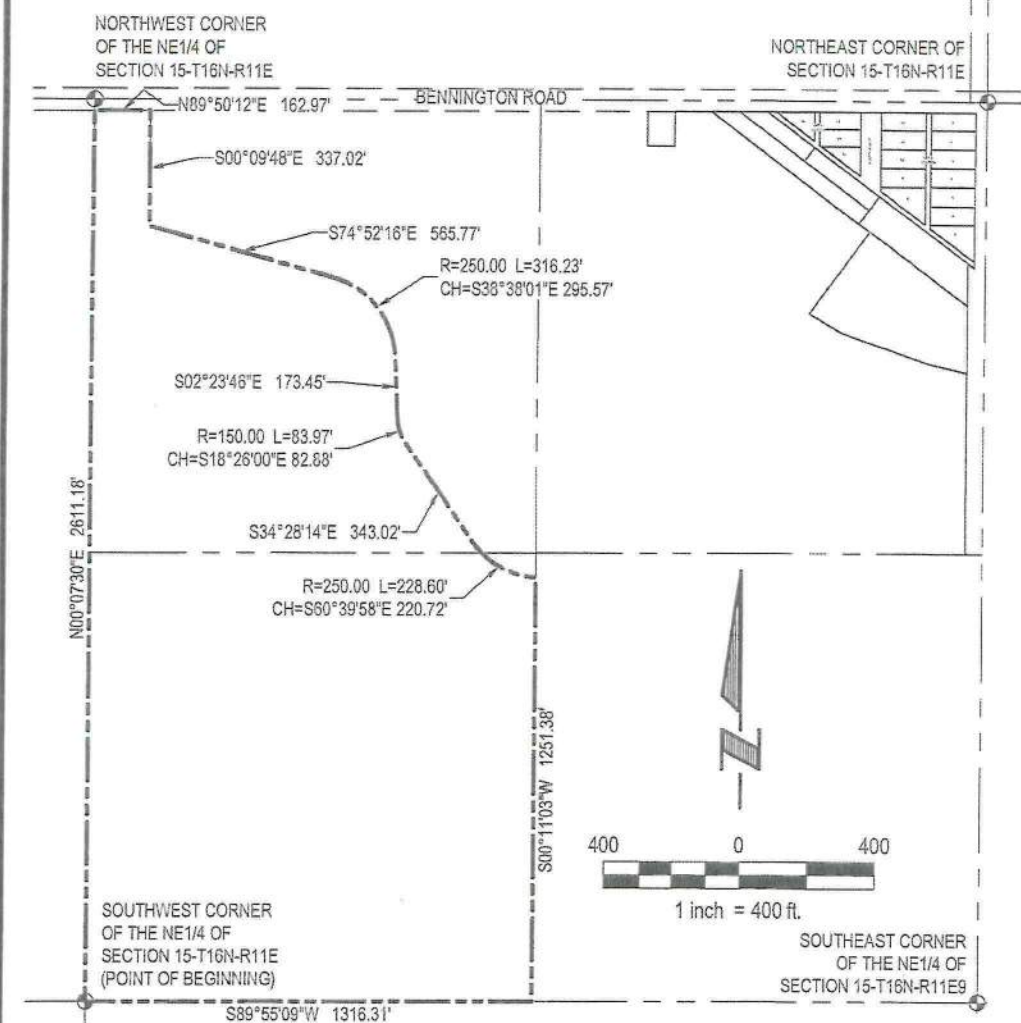
R.3 AND 2018S RETRACT TAPE Q.OTS 125 THRU 200	
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P. S. CIMA ZIMBABWE	
SOLUTION TABLE	
EXERCISE 174 (PART 2)	
PROBLEM NUMBER	174



EXHIBIT "A"  
FINAL PLAN

# EXHIBIT "B"



## LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NE1/4 AND PART OF THE NW1/4 OF THE NE1/4, ALL LOCATED IN SECTION 15, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NE1/4 OF SECTION 15; THENCE N00°07'30"E (ASSUMED BEARING) ALONG THE WESTERLY LINE OF SAID NE1/4 OF SECTION 15, A DISTANCE OF 2,611.18 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF BENNINGTON ROAD; THENCE N89°50'12"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF BENNINGTON ROAD, A DISTANCE OF 162.97 FEET; THENCE S00°09'48"E, A DISTANCE OF 337.02 FEET; THENCE S74°52'16"E, A DISTANCE OF 565.77 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 250.00 FEET, A DISTANCE OF 316.23 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S38°38'01"E, A DISTANCE OF 295.57 FEET; THENCE S02°23'46"E, A DISTANCE OF 173.45 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A DISTANCE OF 83.97 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S18°26'00"E, A DISTANCE OF 82.88 FEET; THENCE S34°28'14"E, A DISTANCE OF 343.02 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 250.00 FEET, A DISTANCE OF 228.60 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S60°39'58"E, A DISTANCE OF 220.72 FEET TO A POINT ON THE EASTERLY LINE OF THE W1/2 OF SAID NE1/4 OF SECTION 15; THENCE S00°11'03"W ALONG SAID EASTERLY LINE OF THE W1/2 OF THE NE1/4 OF SECTION 15, A DISTANCE OF 1,251.38 FEET TO THE SOUTHEAST CORNER OF SAID SW1/4 OF THE NE1/4 OF SECTION 15; THENCE S89°55'09"W ALONG THE SOUTHERLY LINE OF SAID NE1/4 OF SECTION 15, A DISTANCE OF 1,316.31 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 2,610,895 SQUARE FEET OR 59.938 ACRES, MORE OR LESS.



## E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

10000 161 Valley Road, Suite 100 • Omaha, NE 68164 Phone: 402.865.4700 • Fax: 402.815.3590

Drawn by: RLS Chkd by: EAS

Date: 03/03/2020

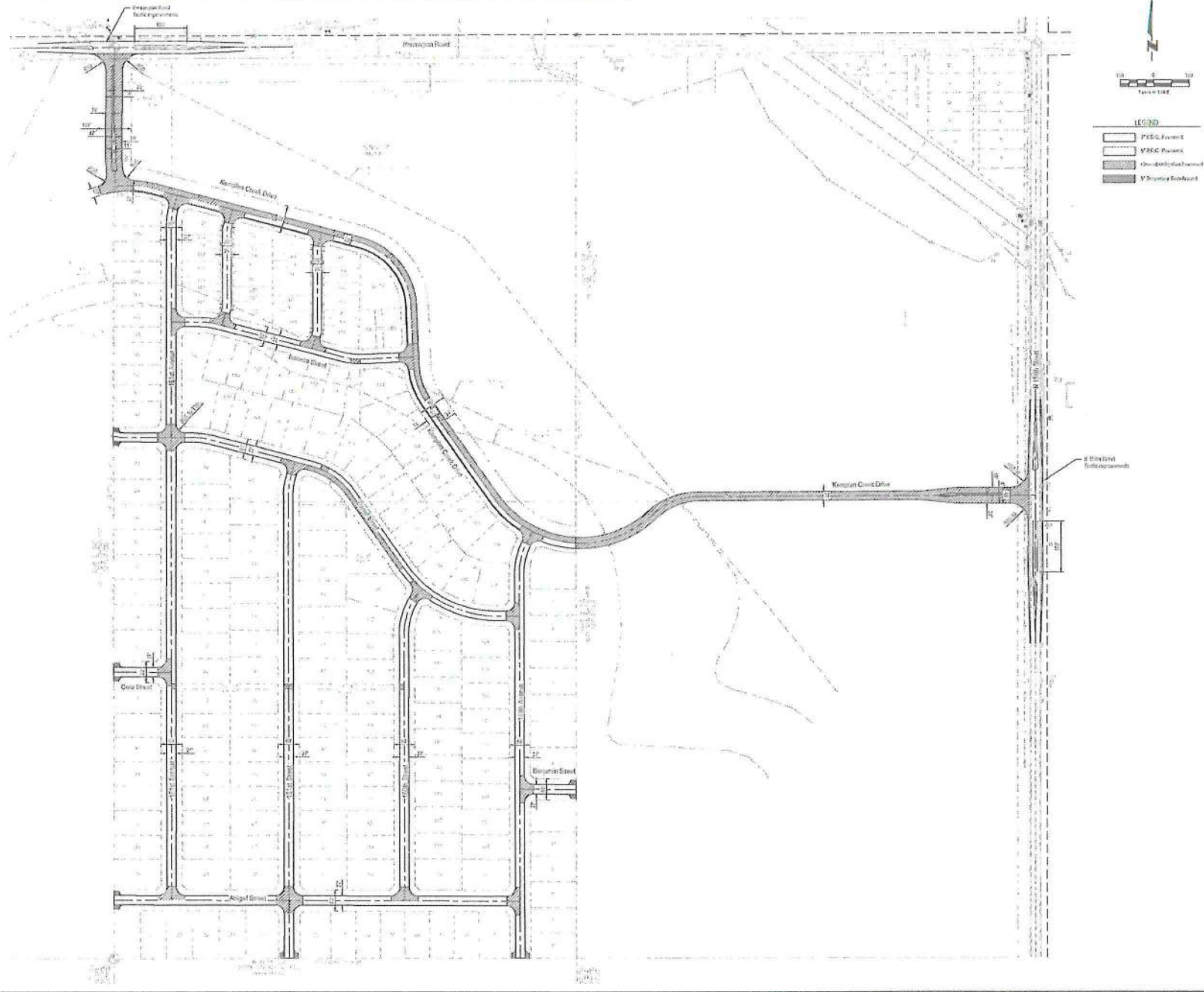
Job No.: P2019.032.002

## DISTRICT BOUNDARY

PART OF THE NE1/4 OF SECTION 15-T16N-R11E

DOUGLAS COUNTY, NEBRASKA





		<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services 10000 Wilshire Blvd., Suite 1000 Los Angeles, CA 90024 Phone: (310) 205-1100 Fax: (310) 205-1101 Website: www.eaconsulting.com	
<b>PROJECT:</b> SEAPORT URBAN URBAN DESIGN & PLANNING		<b>CLIENT:</b> SEAPORT URBAN URBAN DESIGN & PLANNING	
<b>DESIGNER:</b> E & A CONSULTING GROUP, INC.		<b>DATE:</b> 10/10/2010	
<b>PROJECT NO.:</b> 10000		<b>PROJECT NAME:</b> SEAPORT URBAN	





<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Construction & Field Services 10000 Old Orchard Road, Suite 100 Dallas, Texas 75243-1000 Phone: (214) 343-1000 • Fax: (214) 343-1001		<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering & Planning	PROJECT CHARGE LOT 1, TRACT 2, COUNTY OF TARRANT, TEXAS (See Map for Location)	SHEET 2 SANITARY SEWER	DATE: 10/1/01 DRAWN BY: J. L. BROWN CHECKED BY: J. L. BROWN APPROVED BY: J. L. BROWN
PROJECT NO.: 01-001 SHEET NO.: 2 TOTAL SHEETS: 2					







**AGREEMENT  
FOR INTERCEPTOR CONNECTION AND WASTEWATER SERVICE  
BETWEEN  
THE CITY OF BENNINGTON, NEBRASKA AND  
SANITARY AND IMPROVEMENT DISTRICT NO. 603  
DOUGLAS COUNTY, NEBRASKA  
(KEMPTEN CREEK SUBDIVISION LOTS 1-205 AND OUTLOTS A-J)**

THIS AGREEMENT is made this 8<sup>th</sup> day of June, 2020 by and between SANITARY AND IMPROVEMENT DISTRICT NO. 603 OF DOUGLAS COUNTY, NEBRASKA (hereinafter called S&ID 603), and the CITY OF BENNINGTON, a municipal corporation of the State of Nebraska (hereinafter called BENNINGTON).

WITNESSETH THAT:

WHEREAS, BENNINGTON owns and operates a municipal interceptor sewer conveyance system in the Papillion Creek Watershed and the CITY OF OMAHA, a municipal corporation of the State of Nebraska (hereinafter called OMAHA) owns and operates a wastewater treatment system in the metropolitan area; and

WHEREAS, S&ID 603 desires to have BENNINGTON convey S&ID 603's sewage from each of the various connection points; and

WHEREAS, it is to the mutual advantage of the parties hereto and in the general public interest for the sewage of S&ID 603 from the Papillion Creek Watershed to be treated by the OMAHA wastewater treatment system; and

WHEREAS, the accomplishment of such an arrangement is authorized by law and Interlocal Agreements with OMAHA.

NOW, THEREFORE, in consideration of these facts, the parties hereto do mutually agree as follows:

1. For the services hereinafter stipulated to be performed by BENNINGTON and OMAHA, S&ID 603 shall comply with the terms as set forth in the WASTEWATER SERVICE AGREEMENT GENERAL PROVISIONS, a copy of which is attached hereto, have an approved development agreement (if applicable), and make payment of all applicable fees accordingly.
2. OMAHA shall provide sewage treatment services as called for in said GENERAL PROVISIONS for the area shown in Exhibit A-2020, Kempton Creek, S&ID 603. This Agreement covers only lots specified below. Development and connection to the interceptor sewer conveyance system for any additional area outside of these lots must be provided for by amending this Agreement or by a new wastewater service agreement.

### Connection Points

A gravity sanitary outfall sewer main from Kempton Creek Drive near the northeast corner of Outlot J, and going northeast across Outlot B to a point of connection with existing manhole #EX-A located south of Bennington Road, as indicated on Exhibit B-2020, Kempton Creek, S&ID 603.

### Lots Served

#### Kempton Creek

##### Residential

Lots 1-205	205 Lots
Total Residential	205 Lots

##### Outlots

Outlots A-J	AC 21.090
Total Outlots	AC 21.090

3. S&ID 603 shall be responsible for obtaining all necessary local and state governmental permits for its sewer construction and connection. BENNINGTON's permission provided for herein is only that of the owner of the conveyance system.
4. Manhole(s) shall be constructed at connection point(s) as indicated on Exhibit B-2020, Kempton Creek, S&ID 603. The location of each such manhole shall be approved by the City Engineer of BENNINGTON.
5. S&ID 603 shall not, directly or indirectly, permit the connection to the BENNINGTON Municipal Sewer, or a future extension thereof, of any property, lot or structure used or to be used for any purposes whatsoever without the express permission of BENNINGTON, which permission will not be unreasonably withheld. Any entity making new connections prior to completion of a signed Interceptor Connection Agreement shall be subject to payment to OMAHA of OMAHA inspection fees ten (10) times the current fees for interceptor connection inspections.
6. Charges for sewer service for all customers within S&ID 603 shall be based upon MUD water consumption. Retail flow and customer charges as now established in BENNINGTON Municipal Code 6-202 (currently Ordinance #483), and as may be amended and increased hereafter, shall apply.
7. As provided by Nebraska Revised Statute § 14-365.09, this Agreement will, unless extended as provided below, terminate ten (10) years after its effective date. This Agreement may be extended by written amendment. BENNINGTON



acknowledges its sewage conveyance system is a public utility available without discrimination to members of specified classes and treatment is available as a benefit of the Agreement For Wastewater Service between OMAHA and BENNINGTON of August 2017. Termination of sewage conveyance and treatment will not be made without the approval of the appropriate state or federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage conveyance and treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage conveyance and treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the regulations concerning sewage service and the appropriate rates pertaining thereto.

8. Pursuant to BENNINGTON Municipal Code Section 6-212 (currently BENNINGTON Ordinance #436) as amended and BENNINGTON's Agreement For Wastewater Service with OMAHA as amended, the lots within S&ID 603 are subject to the payment of a sanitary sewer connection fee, which shall be paid to BENNINGTON in the then current amount by each lot owner or lot builder in conjunction with the application for a BENNINGTON building permit. Currently, the applicable sewer connection fee for the lots within S&ID 603 for residential single-family uses per lot is \$1,664.00 for 2020 and thereafter, but those fee amounts can be amended and changed, and the sewer connection fee amount to be paid for any particular lot shall be the then current amount pursuant to BENNINGTON Municipal Code Section 6-212 at the time of application for a building permit. BENNINGTON's payment of OMAHA's sanitary sewer connection fees for S&ID 603 shall be in accordance with the current OMAHA and BENNINGTON Agreement For Wastewater Service.
9. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement shall be exchanged between the Parties. A copy of this Agreement shall be provided to OMAHA by BENNINGTON, within ten (10) business days after being signed and executed.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED BY SANITARY AND IMPROVEMENT DISTRICT NO. 603 OF DOUGLAS COUNTY, NEBRASKA this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

SANITARY AND IMPROVEMENT  
DISTRICT NO. 603 OF DOUGLAS  
COUNTY, NEBRASKA

\_\_\_\_\_  
Clerk Justin Knapp

\_\_\_\_\_  
Chairman David Vogtman

EXECUTED BY THE CITY OF BENNINGTON this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

CITY OF BENNINGTON

\_\_\_\_\_  
City Clerk Mindi Laaker

\_\_\_\_\_  
Mayor Matt John

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney Jeff C. Miller







## **MAINTENANCE AGREEMENT**

**THIS MAINTENANCE AGREEMENT** is made and entered into on this 8<sup>th</sup> day of June, 2020, by and between the Kempton Creek Homeowners Association, Inc., a Nebraska not-for-profit corporation (“Association”), Sanitary and Improvement District No. 603 of Douglas County, Nebraska, a political subdivision of the State of Nebraska (“District”), and the City of Bennington, a municipal corporation in the State of Nebraska (“City”).

### **WITNESSETH:**

**WHEREAS**, the District and the City did, on June 8, 2020, enter into a Subdivision Agreement together with HRC Development, LLC, a Nebraska limited liability company (“Developer”), which allowed for the Developer to subdivide and develop through the District a parcel of land outside the corporate limits of the City but within the City’s zoning and platting jurisdiction known as the Kempton Creek Subdivision Lots 1-205 and Outlots A and C-J; and

**WHEREAS**, pursuant to the Subdivision Agreement the Developer was charged with the responsibility of forming a lot owners association the purpose of which was, among other things, to enter into a Maintenance Agreement with the District and City which would obligate the Association on a permanent and continuous basis to provide the proper and continuous maintenance and upkeep of all landscaped medians, landscaped street islands, Outlots A and C-J, and all other common areas within the Kempton Creek Subdivision, including all decorative street lights, subdivision signs, entrance signs, fencing, and related fixtures, and including all landscaping and related fixtures; and

**WHEREAS**, the Developer’s formation of the Association and the execution of this Maintenance Agreement and the Association’s permanent and continuous obligation to provide the proper and continuous maintenance and upkeep of all landscaped medians, landscaped street islands, Outlots A and C-J, and all other common areas within the Kempton Creek Subdivision, including all decorative street lights, subdivision signs, entrance signs, fencing, and related fixtures, and including all landscaping and related fixtures, were all required conditions by the City for the City’s approval of the plat of the Kempton Creek Subdivision.

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The Association shall, on a permanent and continuous basis, provide for the proper and continuous maintenance and upkeep of all landscaped medians, landscaped street islands, Outlots A-I, and all other common areas, including all decorative street lights, subdivision signs, entrance signs, fencing, and related fixtures, and including all landscaping and related fixtures, within the Kempton Creek Subdivision.
2. The Association agrees that it shall, pursuant to its Articles of Incorporation and Bylaws, and the Declaration of Covenants, Conditions and Restrictions and Easements filed by the Developer in the office of the Register of Deeds of Douglas County, Nebraska, levy assessments in the manner and amount as set forth therein against each lot within the Association, which assessments, together with interest, costs and reasonable attorneys' fees shall be and constitute, until paid, a continuing charge against and a lien upon such lot or property against which each assessment is made.
3. Upon annexation of the subject area by the City, the City shall not assume ownership of Outlots A and C-J owned by the Association and shall not assume responsibility of any obligations for maintenance or upkeep of Outlots A and C-J owned by the Association, and such shall instead remain owned by the Association and the Association shall continue to be required to comply with all the permanent and continuous maintenance and upkeep obligations for all landscaped medians, landscaped street islands, Outlots A and C-J, and all other common areas, including all decorative street lights, subdivision signs, entrance signs, fencing, and related fixtures, and including all landscaping and related fixtures, within the Kempton Creek Subdivision in accordance with Article XI of the Subdivision Agreement between the City, District, and the Developer for the Kempton Creek Subdivision.

IN WITNESS WHEREOF, the parties hereto have executed this Maintenance Agreement the day and year first above written.

SANITARY AND IMPROVEMENT:  
DISTRICT NO. 603 OF DOUGLAS  
COUNTY NEBRASKA,

CITY OF BENNINGTON

BY: \_\_\_\_\_  
Chairman David Vogtman

BY: \_\_\_\_\_  
Mayor Matt John

ATTEST:

KEMPTEN CREEK HOMEOWNERS  
ASSOCIATION, INC., A NEBRASKA  
NOT-FOR-PROFIT CORPORATION

BY: \_\_\_\_\_  
Clerk Justin Knapp

BY: \_\_\_\_\_  
President David Vogtman



# ITEM #5

Ordinance No. 486

Obstructions in

Required Yards

## PROCEEDINGS AND PASSAGE OF ORDINANCE NO. 486:

The Mayor and City Council of the City of Bennington, Nebraska, met in regular session on May 11, 2020 and June 8, 2020, at 6:30 p.m., at the Bennington City Office, 15505 Warehouse Street, and acted on the following described ordinance:

### ORDINANCE NO. 486

AN ORDINANCE AMENDING SECTION 4.11 OF THE ZONING REGULATIONS OF THE CITY OF BENNINGTON REGARDING PERMITTED OBSTRUCTIONS IN REQUIRED YARDS AND SUBTERRANEAN EGRESS WINDOW STRUCTURES IN SIDE YARDS AND CREATING AND ADDING TO THE CITY OF BENNINGTON ZONING REGULATIONS DEFINITIONS OF FIRE ESCAPE AND EGRESS WINDOW WELL.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BENNINGTON, DOUGLAS COUNTY, NEBRASKA:

Section 1. Section 4.11 to the Zoning Regulations of the City of Bennington regarding permitted obstructions in required yards is hereby amended as follows:

#### **Section 4.11 Permitted Obstructions in Required Yards:**

The following shall not be considered to be obstructions when located in the required yards:

- 4.11.01** *All Yards.* The following obstructions are allowed in openness (finished grade upward) of required yards:
- 4.11.01.01** Steps and accessibility ramps used for wheelchair and other assisting devices which are four (4) feet or less above grade which are necessary for access to a permitted building or for access to a lot from a street or alley;
  - 4.11.01.02** Windowsills, belt courses, cornices, eaves, flues and chimneys, and ornamental features projecting 24 inches or less into the yard;
  - 4.11.01.03** Recreational and laundry-drying equipment;
  - 4.11.01.04** Approved freestanding signs;
  - 4.11.01.05** Arbors and trellises;
  - 4.11.01.06** Flag poles;
  - 4.11.01.07** Window unit air conditioners projecting not more than 18 inches into the required yard;
  - 4.11.01.08** Eaves not more than 36 inches into the required yard;
  - 4.11.01.09** Fire escapes, fireproof outside stairways, and balconies opening to fire towers may project a maximum of three and one-half (3.5) feet into required yards and shall not be closer to the property line than one and one-half (1.5) feet, provided that they do not obstruct the light and ventilation of adjacent buildings;
  - 4.11.01.10** Egress window wells may project a maximum of three and one-half (3.5) feet into required yards and shall not be closer to the property line than one and one-half (1.5) feet, and shall not project more than six (6) inches above grade;
  - 4.11.01.11** Fences or walls subject to applicable height and setback restrictions are

permitted in all yards, and fencing and retaining walls as regulated in Article 7.

- 4.11.02** *Front Yards.* Bay windows projecting three (3) feet or less into the yard are permitted.
- 4.11.03** *Rear and Side Yards.* Open off-street parking spaces or outside elements of central air conditioning systems.
- 4.11.04** *Double Frontage Lots.* The required front yard shall be provided on each street.
- 4.11.05** *Building Groupings.* For the purpose of the side yard regulation, a group of business or industrial buildings separated by a common party wall shall be considered as one building occupying one lot.

Section 2. New definitions to the Zoning Regulations of the City of Bennington for fire escape and egress window well are hereby enacted and adopted as follows:

- 2.03.172.A** **Fire Escape** shall mean a device (in compliance with current building codes), above grade, for escape from a burning building; especially a metal stairway attached to the outside of a building.
- 2.03.150.A** **Egress Window Well** shall mean a structure below grade that when paired with an egress window and or ladder/steps, allows for entry or exit in case of an emergency.

Section 3. The previous Section 4.11 of the City of Bennington's Zoning Regulations as enacted in City of Bennington Ordinance No. 460 is hereby repealed, and the foregoing Section 1 of this Ordinance shall be codified in the Zoning Regulations of the City of Bennington as Section 4.11, and the definitions for fire escape and egress window well in Section 2 of this Ordinance shall be codified in the City of Bennington's Zoning Regulations as Subsections 2.03.172.A and 2.03.150.A respectively.

Following the introduction on May 11, 2020, the Ordinance was read by title for the first time at which time Council member Bridget Ford moved that the Ordinance be approved on first reading. Council member John Ho seconded the motion. Upon roll call vote the following Council members voted YEA: all. The following voted NAY: none.

Said Ordinance was then read by title a second time on June 8, 2020 and thereafter Council member \_\_\_\_\_ moved to approve the Ordinance on second reading and that the statutory rule requiring that an ordinance be read by title on three separate occasions be dispensed with, which motion was seconded by Council member \_\_\_\_\_. Upon roll call vote the following Council members voted YEA: \_\_\_\_\_. The following voted NAY: \_\_\_\_\_. The motion to suspend the rule was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said Ordinance. Council member \_\_\_\_\_ then moved for



final passage of the Ordinance, which motion was seconded by Council member \_\_\_\_\_ . The Mayor then stated the question was "Shall Ordinance No. 486 be passed and adopted?" Upon roll call vote, the following Council members voted YEA:

\_\_\_\_\_ .  
The following voted NAY: \_\_\_\_\_ .

The passage and adoption of said Ordinance having been concurred by a majority of all members of the Council, the Mayor declared the Ordinance adopted and the Mayor in the presence of the Council signed and approved the Ordinance and the Clerk attested the passage and approval of the same and affixed her signature thereto.

PASSED AND APPROVED this 8<sup>th</sup> day of June, 2020.

\_\_\_\_\_  
MAYOR MATT JOHN

ATTEST:

\_\_\_\_\_  
CITY CLERK MINDI LAAKER

# ITEM #6

Ordinance No. 487

Abandoned and  
Trespass Vehicles

## **PROCEEDINGS AND PASSAGE OF ORDINANCE NO. 487:**

The Mayor and City Council of the City of Bennington, Nebraska, met in regular session on May 11, 2020 and June 8, 2020, at 6:30 p.m., at the Bennington City Office, 15505 Warehouse Street, and acted on the following described ordinance:

### **ORDINANCE NO. 487**

AN ORDINANCE OF THE CITY OF BENNINGTON, NEBRASKA AMENDING SECTIONS 3-201, 3-203, 3-204, AND 3-205 OF ARTICLE II OF CHAPTER 3 OF THE CITY OF BENNINGTON MUNICIPAL CODE REGARDING ABANDONED AND TRESPASSING VEHICLES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BENNINGTON, DOUGLAS COUNTY, NEBRASKA:

Section 1. Section 3-201 of Article II of Chapter 3 of the City of Bennington Municipal Code, is hereby amended as follows:

#### **SECTION 3-201: ABANDONED AND TRESPASSING VEHICLES PROHIBITED**

No person, firm, partnership, association, corporation or organization of any kind shall abandon any vehicle, as defined by Neb. Rev. Stat. § 60-1901, within the City. A motor vehicle shall be deemed to be an abandoned vehicle if left unattended:

1. With no license plates or valid In Transit stickers issued pursuant to the Motor Vehicle Registration Act affixed thereto, for more than six hours on any public property;
2. For more than 24 hours on any public property, except a portion thereof on which parking is legally permitted;
3. For more than 48 hours, after the parking of such vehicle shall have become illegal if left on a portion of any public property on which parking is legally permitted;
4. For more than seven days on private property if left initially without the permission of the owner, or after permission of the owner is terminated.
5. For more than thirty days in the custody of the City law enforcement agency after the agency has sent a letter to the last-registered owner per Neb. Rev. Stat. § 60-1903.01.
6. If removed from private property by the City law enforcement agency as a trespassing vehicle pursuant to this article.



No person in charge or control of any private property, whether as owner, tenant, occupant, lessee or otherwise, shall allow any partially dismantled, non-operating, wrecked, junked or discarded vehicle to remain on such property longer than seven continuous days. Any vehicle described in this paragraph shall be deemed to be an abandoned vehicle for purposes of this article.

For purposes of this article, "public property" shall mean any public right of way, street, highway, alley, park or other City, state or county owned property, and "private property" shall mean any privately owned property which is not included within the definition of public property.

Vehicles in an enclosed building, appropriate storage pound or depository licensed by the City or owned and being restored or repaired, with satisfactory progress being shown by the controller of the real property where said vehicle is located, are specifically excluded from this section. This article shall not apply to the premises for which a permit to operate a junkyard has been obtained, nor shall it apply to any vehicles with no license plates or valid In Transit stickers on the premises where a licensed motor vehicle dealer or a farm implement dealer conducts a business. It shall not apply to racing vehicles which are stored on licensed trailers.

"Trespassing vehicles" are any vehicle that is parked without permission on private property that is not typically made available for public parking. The City law enforcement agency is authorized to remove a trespassing vehicle from private property upon the request of the private property owner on whose property the vehicle is located and upon information indicating that the vehicle is a trespassing vehicle. After removal, the agency shall follow the procedures in this article.

A private property owner is authorized to remove or cause the removal of an abandoned or trespassing vehicle from such property and may contact a private towing service for such removal. A private towing service that tows the vehicle shall notify, within 24 hours, the designated law enforcement agency in the jurisdiction from which the vehicle is removed and provide the registration plate number, the vehicle identification number, if available, the make, model, and color of the vehicle, and the name of the private towing service and the location, if applicable, where the private towing service is storing the vehicle. A vehicle towed away under this subsection is subject to Neb. Rev. Stat. §§ 52-604.01 to 52-605 and 60-2410 by the private towing service that towed the vehicle.

Section 2. Section 3-203 of Article II of Chapter 3 of the City of Bennington Municipal Code, is hereby amended as follows:

#### SECTION 3-203: NOTICE

Except for vehicles automatically becoming the property of the City as set forth in Section 3-205 hereunder, the city code enforcement officer shall make an inquiry concerning the last registered owner of such abandoned vehicle as follows:

1. Abandoned vehicles with license plates affixed – to the jurisdiction which issued said license plates; or
2. Abandoned vehicles with no license plates affixed – to the Department of Motor Vehicles.

The city code enforcement officer shall notify the last registered owner, if any, that the vehicle in question has been recovered as an abandoned vehicle and that, if unclaimed, it will be sold at public auction after five days from the date that such notice was mailed. If the agency described in Subsections 1 or 2 of this section also notifies the city code enforcement officer that a lien or mortgage exists, such notice shall also be sent to the lien holder or mortgagee. Any person claiming such vehicle shall be required to pay the cost of its removal and storage. In the event the owner does not appear within the time prescribed herein, or in the event that the owner cannot be determined, such abandoned vehicle shall be disposed of as hereinafter provided.

Section 3. Section 3-204 of Article II of Chapter 3 of the City of Bennington Municipal Code, is hereby amended as follows:

#### SECTION 3-204: DISPOSITION

The city code enforcement officer shall sell said abandoned vehicle at public auction to the highest bidder within 60 days from the date that title to an abandoned vehicle is vested in the City as provided for in Section 3-205 hereafter. Such sale and the time and place thereof shall be advertised for one week in a newspaper of general circulation in the City. Any proceeds from the sale of an abandoned vehicle, less any expenses incurred by the City, shall be held by the City without interest for the benefit of the owner or lienholders of such abandoned vehicle for a period of two years. If not claimed within such two-year period, such proceeds shall be paid into the general fund of the City.

Section 4. Section 3-205 of Article II of Chapter 3 of the City of Bennington Municipal Code, is hereby amended as follows:

#### SECTION 3-205: TRANSFER OF TITLE

If an abandoned vehicle at the time of abandonment has no license plates of the current year or valid In Transit stickers issued pursuant to Neb. Rev. Stat. § 60-376 affixed and is of a wholesome value of \$250.00 or less, taking into consideration the vehicle's condition as determined by the city code enforcement officer, title shall immediately vest in the City and the city enforcement officer is not required to follow Section 3-203 herein. With respect to those abandoned vehicles governed by Section 3-203 herein, title to such vehicles, if unclaimed, shall vest in the City five days from the date the notice referred to therein is mailed or, if the last registered owner cannot be determined, when notice of that fact is received by the city code enforcement officer. Upon the sale of an abandoned vehicle at auction, the City shall furnish the purchaser



with the requisite affidavit to provide to the county clerk where the vehicle was last registered that said vehicle was abandoned and became the property of the City prior to the sale.

Section 5. Current Sections 3-201, 3-203, 3-204, and 3-205 of the City of Bennington Municipal Code, as originally adopted via City of Bennington Ordinance No. 313, are hereby repealed.

Following the introduction on May 11, 2020, the Ordinance was read by title for the first time at which time Council member \_\_\_\_\_ moved that the Ordinance be approved on first reading. Council member \_\_\_\_\_ seconded the motion. Upon roll call vote the following Council members voted YEA: \_\_\_\_\_. The following voted NAY: \_\_\_\_\_.

Said Ordinance was then read by title a second time on June 8, 2020 and thereafter Council member \_\_\_\_\_ moved to approve the Ordinance on second reading and that the statutory rule requiring that an ordinance be read by title on three separate occasions be dispensed with, which motion was seconded by Council member \_\_\_\_\_. Upon roll call vote the following Council members voted YEA: \_\_\_\_\_. The following voted NAY: \_\_\_\_\_. The motion to suspend the rule was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said Ordinance. Council member \_\_\_\_\_ then moved for final passage of the Ordinance, which motion was seconded by Council member \_\_\_\_\_. The Mayor then stated the question was "Shall Ordinance No. 487 be passed and adopted?" Upon roll call vote, the following Council members voted YEA: \_\_\_\_\_.

The following voted NAY: \_\_\_\_\_. The passage and adoption of said Ordinance having been concurred by a majority of all members of the Council, the Mayor declared the Ordinance adopted and the Mayor in the presence of the Council signed and approved the Ordinance and the Clerk attested the passage and approval of the same and affixed her signature thereto.

PASSED AND APPROVED this 8<sup>th</sup> day of June, 2020.

\_\_\_\_\_  
MAYOR MATT JOHN

ATTEST:

\_\_\_\_\_  
CITY CLERK MINDI LAAKER



# **ITEM #7**

**Resolution 2020-03**

**Tuition Reimbursement**

**CITY OF BENNINGTON**  
**RESOLUTION NO. 2020-03**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE  
CITY OF BENNINGTON, NEBRASKA, AMENDING THE CITY  
OF BENNINGTON PERSONNEL MANUAL SO AS TO ADOPT  
AN EDUCATIONAL DEVELOPMENT PROGRAM AS A FRINGE  
BENEFIT FOR FULL-TIME EMPLOYEES.

WHEREAS, pursuant to Section XI of the City of Bennington Personnel Manual originally adopted on May 12, 2008 and revised on December 9, 2013, the City did therein establish certain fringe benefit programs for City employees; and

WHEREAS, it is now desired by the City's Mayor and Council to, after thoughtful consideration, amend said Section XI of the City of Bennington Personnel Manual so as to adopt an Educational Development Program as a fringe benefit for full-time employees.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BENNINGTON, NEBRASKA, AS FOLLOWS:

That a new Section XI(F) of the City of Bennington Personnel Manual is hereby adopted so as to adopt an Educational Development Program as a fringe benefit for full-time employees as follows:

**EDUCATIONAL DEVELOPMENT PROGRAM**

Full-time employees shall be eligible for the Educational Development Program at colleges, universities, and technical schools upon completion of one successful year of employment.

Upon completion of a "B" average or higher, the City will pay one hundred percent (100%), but no more than \$5,000 annually with no carry over, for tuition and/or books at an accredited school for a full-time employee wishing more education in a job-related field with a two year or four year degree, but with a maximum lifetime employment reimbursement of \$\_\_\_\_\_.

Prior to registration,

- The employee must discuss courses to be taken with the appropriate Director to determine applicability to the job.
- The employee will then present an Educational Development Request form to the appropriate Director outlining the degree or certificate being pursued.
- If the Director concurs with the request, he/she will present the employee's Educational Development Request form with Director approval and all supporting documentation to the Mayor and City Council for approval and to the City Clerk for documentation.

- The Mayor and City Council may accept, alter or deny the request.
- After completion of all course work as agreed upon, the employee will be required to work for the City one (1) year for each year of approved Educational Development.
- The Educational Development benefit will be paid to the employee on a semester basis. The employee will need to submit a grade report and an institution course itemized receipt within thirty (30) days of semester completion.
- If the employee receives an oral or written performance reprimand of any type, tuition reimbursement will be suspended until further notice.

PASSED AND APPROVED this 8<sup>th</sup> day of June, 2020.

CITY OF BENNINGTON, NEBRASKA

By: \_\_\_\_\_  
Mayor Matt John

ATTEST:

\_\_\_\_\_  
City Clerk Mindi Laaker



# **ITEM #8**

**Resolution No. 2020-05**

**Multi-Hazard Mitigation**

**CITY OF BENNINGTON**

**2020-05**

**RESOLUTION FOR PARTICIPATION IN  
PAPIO-MISSOURI RIVER NRD MULTI-HAZARD MITIGATION PLAN**

Whereas, a Hazard Mitigation Plan identifies the vulnerability of public bodies to natural and man-made hazards and the measures that can be implemented to reduce or eliminate vulnerability exposure, and

Whereas, FEMA now requires that a public entity must have a current Hazard Mitigation Plan in place before they are eligible for Federal funding for hazard mitigation projects and mitigation efforts resulting from natural disasters, and

Whereas, the Papio-Missouri River Natural Resources District is proposing to serve as the coordinating agency for the development of a multi-jurisdictional Multi-Hazard Mitigation Plan for a six-county area including Burt, Dakota, Douglas, Sarpy, Thurston, and Washington Counties and all associated local governmental entities,

Therefore, be it resolved the City of Bennington hereby approves participation in the proposed Hazard Mitigation Planning process described above, and pledges to attend required meetings and participate in those activities necessary to complete an effective plan for the public we serve.

IN WITNESS WHEREOF, this resolution was approved and executed this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
(Board Chairperson or Mayor)

\_\_\_\_\_  
(Attest)

# **ITEM #9**

**Resolution No. 2020-06**

**Surplus Vehicles**



**CITY OF BENNINGTON**  
**RESOLUTION NO. 2020-06**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE  
CITY OF BENNINGTON, NEBRASKA, DIRECTING THE SALE  
AND THE MANNER AND TERMS OF THE SALE OF SURPLUS  
CITY VEHICLES.

WHEREAS, the City has certain surplus City vehicles; and

WHEREAS, pursuant to Neb. Rev. Stat. §17-503.02 and City of Bennington Municipal Code 5-104 the City is authorized to direct the sale and the manner and terms of the sale of said surplus City vehicles; and

WHEREAS, said surplus City vehicles have a fair market value of less than \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BENNINGTON, NEBRASKA, AS FOLLOWS:

1. The City hereby directs that the surplus City vehicles consisting of a 2008 Chevrolet Impala Police and a 2006 Chevrolet Impala Police automobiles, be offered for sale pursuant to the manner, terms, and requirements provided in this Resolution.

2. Such surplus City vehicles shall be offered for sale via the submittal of purchase proposals to separately purchase each vehicle. The minimum sale price for the 2008 Chevrolet Impala Police vehicle is \$1,350.00. The minimum sale price for the 2006 Chevrolet Impala Police vehicle is \$900.00. The required purchase proposal form is available from the City Clerk. Such purchase proposals shall be delivered directly to the City Clerk at the City Office, 15505 Warehouse Street, before 4:00 p.m. on Thursday, June 25, 2020. No late purchase proposals shall be accepted. No purchase proposals shall be accepted via fax or email. Such purchase proposals shall not be sealed or private and may be inspected or viewed by any other interested persons or prospective purchasers. The vehicles will be sold to the highest responsible bidders over the minimum sale price, but the City reserves the right to reject any and all purchase proposals and to waive technicalities and irregularities in the proposal process and to take any and all actions in the best interests of the City. After notification of acceptance by the City, the purchasers shall be required to close the sales and take delivery of the vehicles at the City, within three (3) business days of such notification. Payment shall be via cash or certified check only, in exchange for the titles and regular Bills of Sale from the City. No warranties are provided except warranty of title. Such surplus City vehicles are offered for sale and shall be sold "as is" and without any warranties or representations by the City of any kind as to the quality, character, or condition thereof.

3. Following passage of this Resolution a notice of the proposed sale of said surplus City vehicles shall be posted in three prominent places within the City for a period of not less than seven days prior to the sale of said vehicles.

4. The City Clerk shall further provide notice of the proposed sale of said surplus City vehicles via posting the aforesaid notice on the City's website immediately following the passage of this Resolution.

PASSED AND APPROVED this 8th day of June, 2020.

CITY OF BENNINGTON, NEBRASKA

By: \_\_\_\_\_  
Mayor Matt John

ATTEST:

\_\_\_\_\_  
City Clerk Mindi Laaker

## NOTICE OF SALE OF SURPLUS CITY VEHICLES

Notice is hereby given that the City of Bennington offers to sell certain surplus City vehicles consisting of a 2008 Chevrolet Impala Police and a 2006 Chevrolet Impala Police automobiles.

Such surplus City vehicles are offered for sale via the submittal of purchase proposals to separately purchase each vehicle. The minimum sale price for the 2008 Chevrolet Impala Police vehicle is \$1,350.00. The minimum sale price for the 2006 Chevrolet Impala Police vehicle is \$900.00. The required purchase proposal form is available from the City Clerk. Such purchase proposals shall be delivered directly to the City Clerk at the City Office, 15505 Warehouse Street, before 4:00 p.m. on Thursday, June 25, 2020. No late purchase proposals shall be accepted. No purchase proposals shall be accepted via fax or email. Such purchase proposals shall not be sealed or private and may be inspected or viewed by any other interested persons or prospective purchasers. The vehicles will be sold to the highest responsible bidders over the minimum sale price, but the City reserves the right to reject any and all purchase proposals and to waive technicalities and irregularities in the proposal process and to take any and all actions in the best interests of the City. After notification of acceptance by the City, the purchasers shall be required to close the sales and take delivery of the vehicles at the City, within three (3) business days of such notification. Payment shall be via cash or certified check only, in exchange for the titles and regular Bills of Sale from the City. No warranties are provided except warranty of title.

Such surplus City vehicles are offered for sale and shall be sold "as is" and without any warranties or representations by the City of any kind as to the quality, character, or condition thereof.

Interested persons should contact City Public Works Director John Boher, 402-306-6468, [publicworks@benningtonne.com](mailto:publicworks@benningtonne.com), for more information and/or to inspect such vehicles.



## PURCHASE PROPOSAL

The undersigned hereby proposes and offers to purchase for \$ \_\_\_\_\_  
the City of Bennington's 2008 Chevrolet Impala Police automobile, VIN 2G1WS553289268644.

This purchase proposal is based upon the undersigned's own personal review, examination, and inspection, and is not based on any statements, representations, promises, or warranties by the City. The sale and purchase of this automobile is "as is" and "with all faults," latent and apparent, known and unknown, present and future, and no warranties or guarantees of any kind, express or implied, are made or are provided. There are no warranties which extend beyond the description on the face hereof. The City's only warranty is that it is conveying full, clear and marketable title to said automobile, free and clear of any encumbrances, liens, or taxes, except such taxes as may be imposed or result from any sale and which are to be paid solely by the undersigned.

The City reserves the right to reject any and all purchase proposals and to waive technicalities and irregularities in the proposal process and to take any and all actions in the best interests of the City. After notification of acceptance by the City, the purchaser shall be required to close the sale and take delivery of the vehicle at the City, within three (3) business days of such notification. Payment shall be via cash or certified check only, in exchange for the title and a regular Bill of Sale from the City.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

## PURCHASE PROPOSAL

The undersigned hereby proposes and offers to purchase for \$ \_\_\_\_\_  
the City of Bennington's 2006 Chevrolet Impala Police automobile, VIN 2G1WS551169298004.

This purchase proposal is based upon the undersigned's own personal review, examination, and inspection, and is not based on any statements, representations, promises, or warranties by the City. The sale and purchase of this automobile is "as is" and "with all faults," latent and apparent, known and unknown, present and future, and no warranties or guarantees of any kind, express or implied, are made or are provided. There are no warranties which extend beyond the description on the face hereof. The City's only warranty is that it is conveying full, clear and marketable title to said automobile, free and clear of any encumbrances, liens, or taxes, except such taxes as may be imposed or result from any sale and which are to be paid solely by the undersigned.

The City reserves the right to reject any and all purchase proposals and to waive technicalities and irregularities in the proposal process and to take any and all actions in the best interests of the City. After notification of acceptance by the City, the purchaser shall be required to close the sale and take delivery of the vehicle at the City, within three (3) business days of such notification. Payment shall be via cash or certified check only, in exchange for the title and a regular Bill of Sale from the City.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the City of Bennington, Nebraska, a municipal corporation, hereinafter the Seller, in consideration of \$\_\_\_\_\_.00 paid in cash and delivered by \_\_\_\_\_, hereinafter the Purchaser, the receipt of which is hereby acknowledged, does hereby sell, assign, convey, transfer and deliver to the Purchaser as of the date below written, the automobile hereinafter described, to have and to hold the same unto the Purchaser, his executors, administrators, and assigns, forever.

The sale and purchase of this automobile is based upon the Purchaser's own personal review, examination, and inspection, and is not based on any statements, representations, promises, or warranties by the Seller. The sale and purchase of this automobile is "as is" and "with all faults," latent and apparent, known and unknown, present and future, and no warranties or guarantees of any kind, express or implied, are made or are provided. There are no warranties which extend beyond the description on the face hereof. The Seller's only warranty is that it is conveying full, clear and marketable title to said automobile, free and clear of any encumbrances, liens, or taxes, except such taxes as may be imposed or result from this sale and which are to be paid solely by the Purchaser.

The automobile hereby being sold and purchased is a 2008 Chevrolet Impala Police automobile, with Vehicle Identification Number 2G1WS553289268644.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BUYER:

SELLER:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
City of Bennington, Nebraska,  
a municipal corporation  
15505 Warehouse Street  
Bennington, Nebraska 68007  
(402) 238-2375



## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the City of Bennington, Nebraska, a municipal corporation, hereinafter the Seller, in consideration of \$\_\_\_\_\_.00 paid in cash and delivered by \_\_\_\_\_, hereinafter the Purchaser, the receipt of which is hereby acknowledged, does hereby sell, assign, convey, transfer and deliver to the Purchaser as of the date below written, the automobile hereinafter described, to have and to hold the same unto the Purchaser, his executors, administrators, and assigns, forever.

The sale and purchase of this automobile is based upon the Purchaser's own personal review, examination, and inspection, and is not based on any statements, representations, promises, or warranties by the Seller. The sale and purchase of this automobile is "as is" and "with all faults," latent and apparent, known and unknown, present and future, and no warranties or guarantees of any kind, express or implied, are made or are provided. There are no warranties which extend beyond the description on the face hereof. The Seller's only warranty is that it is conveying full, clear and marketable title to said automobile, free and clear of any encumbrances, liens, or taxes, except such taxes as may be imposed or result from this sale and which are to be paid solely by the Purchaser.

The automobile hereby being sold and purchased is a 2006 Chevrolet Impala Police automobile, with Vehicle Identification Number 2G1WS551169298004.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BUYER:

SELLER:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
City of Bennington, Nebraska,  
a municipal corporation  
15505 Warehouse Street  
Bennington, Nebraska 68007  
(402) 238-2375

# ITEM #10

Resolution No. 2020-07

Traffic Sign

**CITY OF BENNINGTON  
CITY COUNCIL**

**RESOLUTION NO. 2020-07**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BENNINGTON, NEBRASKA, PROVIDING FOR THE PLACEMENT OF A NOT A THROUGH STREET SIGN AT THE INTERSECTION OF NORTH 157<sup>TH</sup> CIRCLE AND NORTH 157<sup>TH</sup> STREET.

WHEREAS, the City Council of the City of Bennington is authorized to provide for the placement of signs for the purpose of regulating traffic; and

WHEREAS, the Mayor and City Council have determined that it is desirable and for the public good and the best interests of the City of Bennington that a Not A Through Street sign be placed at the intersection of North 157<sup>th</sup> Circle and North 157<sup>th</sup> Street.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BENNINGTON, NEBRASKA:

Section 1. A Not A Through Street sign shall be placed at the intersection of North 157<sup>th</sup> Circle and North 157<sup>th</sup> Street.

PASSED AND APPROVED this 8<sup>th</sup> day of June, 2020.

CITY OF BENNINGTON, NEBRASKA

By: \_\_\_\_\_  
Mayor Matt John

ATTEST:

\_\_\_\_\_  
City Clerk Mindi Laaker



# ITEM #11

Resolution No. 2020-08

Ball Fields and Covid

**CITY OF BENNINGTON**

**RESOLUTION NO. 2020-08**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BENNINGTON, NEBRASKA, APPROVING THE REOPENING OF MUNICIPAL PROPERTIES FOR CERTAIN LIMITED-CONTACT AND NON-CONTACT YOUTH AND ADULT ORGANIZED SPORTS PURSUANT TO THE STATE'S JUNE 1<sup>ST</sup> STATEWIDE SPORTS REOPENING GUIDELINES, REQUIRING WRITTEN AGREEMENTS WITH THE SPONSORING ORGANIZATIONS AND VOLUNTARY WAIVERS AND ASSUMPTIONS OF RISK BY ALL PARTICIPANTS, AND FURTHER REQUIRING COMPLIANCE WITH ALL COVID-19 SPORTS RULES AND GUIDELINES AND ALL OTHER FEDERAL, STATE, AND LOCAL COVID-19 REQUIREMENTS.

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person contact; and

WHEREAS, on March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect; and

WHEREAS, Directed Health Measures are currently in effect for every County in the State of Nebraska; and

WHEREAS, on May 22, 2020, the Governor announced that the Directed Health Measure prohibiting all organized team sports, youth and adult, would be relaxed by the State of Nebraska beginning June 1, 2020, in order to permit the planned reopening of certain limited-contact and non-contact youth and adult sports; and

WHEREAS, a copy of the June 1<sup>st</sup> Statewide Sports Reopening Guidelines is attached to this Resolution as Exhibit "1" and is incorporated herein as part of these Recitals; and

WHEREAS, it is anticipated that future guidance from the State of Nebraska will permit additional team sports and other group recreational activities to reopen; and

WHEREAS, players, coaches, officials/umpires, volunteers, agents, and others who participate in youth and adult organized sports games, practices, and other group recreational activities, and spectators who attend such activities risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering the grounds on which such activities take place, by watching such activities, and by participating or authorizing the participation of a minor in youth organized sports games, practices, or related



activities; and

WHEREAS, it is the intent of the City of Bennington to permit the resumption of youth and adult organized sports practices and games and other group recreational activities on municipal property, in accordance with the Directed Health Measures and other laws and guidance issued by the State of Nebraska, including the June 1<sup>st</sup> Statewide Sports Reopening Guidelines, and such further laws and guidance that may be issued in the future, provided that every individual, organization, or group sponsoring such activities, and all participants and spectators, fully assume the health risks associated with these activities, including the inherent risk now present in any such activities as a result of the presence of COVID-19 in the State of Nebraska, and provided that all coaches, players, parents of minor players, volunteers, officials/umpires, agents, and all other participants in such activities, including all coaches, players, volunteers, and agents of all visiting teams, sign the agreement titled COVID-19 Sports Participants Agreement, which releases the City of Bennington and its elected and appointed officials and employees from liability associated with exposure to COVID-19 in the course of such activities, and which further acknowledges and assumes all risks and dangers of illness, disease, medical complications, injury, or death caused by or related to COVID-19.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bennington that any individual, organization or group sponsoring youth or adult organized sports that wishes to use the playing or practice fields or other facilities of the City for youth or adult organized sports games, practices, or other group recreational activities shall be required to enter into the COVID-19 Addendum to Use Agreement attached to this Resolution as Exhibit "2" and incorporated herein. These Addendums will be maintained by the City Clerk.

BE IT FURTHER RESOLVED that in order to enter the playing or practice fields or other facilities of the City to participate in youth or adult organized sports games, practices, or other group recreational activities, all of the organization's coaches, players, parents of minor players, volunteers, officials/umpires, agents, and other participants must sign the agreement titled COVID-19 Sports Participants Agreement attached to this Resolution as Exhibit "3" and incorporated herein. Copies of these documents must be provided to and shall be maintained by the City Clerk.

BE IT FURTHER RESOLVED that for the avoidance of doubt as to the risk assumed by participants and spectators, and in order to encourage compliance with Directed Health Measures and guidelines and to promote public safety, the applicable provisions of the June 1<sup>st</sup> Statewide Sports Reopening Guidelines, shall be posted on all practice and playing fields where youth or adult organized sports and other group recreational activities occur. If the June 1<sup>st</sup> Statewide Sports Reopening Guidelines, are subsequently modified or updated, the applicable provisions of the modified or updated guidelines shall be applicable and posted in the same manner.

BE IT FURTHER RESOLVED that all participants and spectators shall comply with all federal, state and local laws and regulations, all Directed Health Measures and guidelines, and all security policies or procedures established by the City relating to COVID-19 or other safety or hygiene precautions while present on municipal property, understanding that the City may elect to deny entrance to the grounds and facilities of the City to any non-complying participant or spectator, or to require a



non-complying participant or spectator to leave the premises at any time.

BE IT FURTHER RESOLVED that the officials and employees of the City are authorized to execute the directives set forth in this Resolution.

Passed and Approved this 8<sup>th</sup> day of June, 2020.

CITY OF BENNINGTON, NEBRASKA

By: \_\_\_\_\_  
Mayor Matt John

ATTEST:

\_\_\_\_\_  
City Clerk Mindi Laaker

## June 1<sup>st</sup> Statewide Sports Reopening Guidelines

The below guidelines lay out the planned reopening of certain sports. The State of Nebraska will utilize the April 2008 American Academy of Pediatrics Classification of Sports According to Contact as a guideline for opening sports of differing contact levels. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure (DHM), however, participants must practice social/physical distancing.

### Classification of Team Sports According to Contact Level

Contact	Limited-Contact	Non-Contact
Basketball	Baseball	Badminton
Boxing	Football, flag or touch	Bowling
Cheerleading	Softball	Crew/Rowing
Football, tackle	Volleyball	Curling
Gymnastics		Dance
Hockey		Rodeo* and horseback riding
Lacrosse		Swimming
Martial arts		Track and field events
Rugby		
Soccer		
Wrestling		

\* Exception for rodeo as there is limited or no contact with other people, primary contact is with animals.

### Month of May

- No Organized Team Sports games for youth and adults.
- No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
- Businesses and organizations that provide sports training AND that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas. No team organized training is allowed.

### June 1

- Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.



- Team Organized practices for Noncontact and Limited-Contact Sports may begin unless circumstances dictate a change in date.
- Rodeo events may also begin.
- Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
- Dugout and bench use will not be allowed. Players and their items when not on the field/court should be lined up against the fence/wall at least six (6) feet apart.
- Parents must remain in their cars or drop off and pick players up afterwards.
- Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
  - When protective equipment is needed to be shared, it should be disinfected between players use. Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each practice.
- Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate.
- Players must bring their own water/beverage to consume during and after practice. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice. No shared/communal snacks.
  - The use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.
- Team organized practices for contact sports remain suspended.

## June 18

- Team Organized games for Noncontact and Limited-Contact sports may begin unless circumstances dictate a change in date.
- Same guidelines apply as above for practices.
- Use of dugouts and benches are permitted during games only.
  - For baseball and softball, the bleachers located between the dugout and home plate should also be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
  - For all other sports, additional benches or bleachers should be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
- Players should use their own equipment including gloves, helmets, and bats as much as possible.
  - When protective equipment is needed to be shared, it should be disinfected between players use.
  - Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each game/match.
- Fan attendance is limited to household members of the players on the team. (*Collegiate, semi-professional, and professional games will follow gathering requirements under the Directed Health Measures and must submit plans prior to reopening if facilities meet these requirements.*) For outdoor sports, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within in six (6) feet of the teams' benches or for baseball and softball within the area from behind home plate to six (6) feet past the far end of each dugout.
  - If game/match is held at a facility that has a capacity of 500 or more individuals, (1,000 or more in counties over 500,000 population) shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.
- Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
- Post-game handshakes or interaction between teams are prohibited.



- When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field or court are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
- The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off of the court/field.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field/court once the team they are there to watch enters the playing area.
- Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
- Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
- Concession stands are allowed to open, if they meet the following:
  - Markings should be placed on the ground to ensure individuals are spaced six (6) feet apart.
  - Clean and disinfect high touch surfaces regularly while players and fans are present.
  - Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
  - Whenever possible, practice social distancing between staff.
  - All employees directly interacting with customers should wear face coverings.
  - All food code regulations must still be followed.
  - Employees should wash hands frequently; provide hand sanitizer for customers.
- Team organized practices and games for other sports may remain suspended.



## COVID-19 Addendum to Use Agreement

This COVID-19 Addendum to Use Agreement ("Addendum") is made and entered into as of the last date below written, by and between the \_\_\_\_\_, a Nebraska non-profit corporation ("\_\_\_\_\_") and the City of Bennington ("City").

### RECITALS

- A. The City owns the \_\_\_\_\_ located within the City and consisting of \_\_\_\_\_ (the "Premises").
- B. \_\_\_\_\_ uses the Premises for organized \_\_\_\_\_ practices and games pursuant to a Use Agreement with the City.
- C. The parties recognize that there are additional requirements associated with such use of the Premises as a result of the ongoing COVID-19 and novel coronavirus situation.
- D. \_\_\_\_\_ desires to continue to use the Premises for \_\_\_\_\_ practices and games pursuant to the Use Agreement and is willing to enter into this Addendum in order to ensure that the \_\_\_\_\_'s operation of the Premises during all of its practices and games follows the current applicable rules for safe operation.
- E. The parties desire to enter into this Addendum in order to clarify certain operation and management obligations of the \_\_\_\_\_ in effect as a result of the COVID-19 and novel coronavirus situation.

NOW THEREFORE, City and \_\_\_\_\_ agree as follows:

1. Management. The parties acknowledge and agree that \_\_\_\_\_ shall be solely responsible for the operation and management of the Premises when the Premises are being utilized by the \_\_\_\_\_ for organized youth games and practices for \_\_\_\_\_. \_\_\_\_\_ shall be responsible for operating and managing the Premises in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including, but not limited to, the June 1<sup>st</sup> Statewide Sports Reopening Guidelines dated as of May 22, 2020 issued by the Governor of the State of Nebraska and any amendments, replacements, or supplements thereto attached hereto as Exhibit "A" and incorporated herein by this reference and which are titled as "COVID-19 Rules For Adult & Youth Baseball/Softball Practices (Starting June 1), Games (Starting June 18), Rules For Restrooms (Starting June 18), and Rules For Concession Stands (Starting June 18)" (the "Rules"). \_\_\_\_\_ represents and covenants to City that \_\_\_\_\_ is familiar with the Rules and that \_\_\_\_\_ shall operate and manage



the Premises in accordance with the Rules. \_\_\_\_\_ shall ensure that all coaches, players, volunteers, officials/umpires, agents, and invitees utilizing the Premises shall conduct themselves in accordance with the Rules. \_\_\_\_\_ agrees to provide training and education as appropriate to all of \_\_\_\_\_'s coaches, team managers and volunteers to ensure that the Rules are followed. \_\_\_\_\_ shall send copies of the Rules attached hereto as Exhibit "A" and incorporated herein by this reference, to all organizations for all visiting teams in advance of their attendance at any games on the Premises. \_\_\_\_\_'s use of the Premises is not an exclusive use or right.

2. Maintenance. \_\_\_\_\_ shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for \_\_\_\_\_ practices and games hereunder. Such obligation shall include, but not be limited to, cleaning and disinfecting the permanent and portable restroom facilities regularly (at least every two (2) hours), if open, and while players and fans are present. \_\_\_\_\_ shall also ensure that the concession stand, if open, shall operate in full compliance with all requirements for concession stands as set forth in the Rules. \_\_\_\_\_ shall ensure that the stands or bleachers are only utilized in accordance with the applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules.

3. Acceptance of Premises. By taking possession and using the Premises for its \_\_\_\_\_ practices and games, \_\_\_\_\_ accepts the Premises in its current condition and its condition as may exist day-to-day hereafter. City has not made, and does not in any manner warrant, represent, or guarantee, that the Premises are free from the COVID-19 virus.

4. Participants Agreement. \_\_\_\_\_ shall require that all of its coaches, players, parents of minor players, volunteers, officials/umpires, and agents, properly complete and sign the COVID-19 Sports Participants Agreement attached hereto as Exhibit "B" and incorporated herein by this reference (the "Participants Agreement"). In conjunction with and as part of \_\_\_\_\_'s obtaining a Participants Agreement from all of its coaches, players, parents of minor players, volunteers, officials/umpires, and agents, \_\_\_\_\_ shall provide to all of its coaches, players, parents of minor players, volunteers, officials/umpires, and agents, copies of the Rules attached hereto as Exhibit "A" and incorporated herein by this reference. \_\_\_\_\_ shall provide copies of the executed Participants Agreements, along with a roster or list of all of \_\_\_\_\_'s coaches, players, volunteers, officials/umpires, and agents, to the City Clerk. \_\_\_\_\_ shall not allow any of its coaches, players, volunteers, officials/umpires, or agents to participate in any of \_\_\_\_\_'s \_\_\_\_\_ practices or games on the Premises unless they have properly completed, signed, and provided to \_\_\_\_\_ a Participants Agreement.

5. Insurance. During the term of the Agreement, \_\_\_\_\_ shall, at its own cost and expense, procure and continue in force such insurance policies as are required by City. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000 or such other



amount as is reasonably agreed to by the parties. City shall be named as an additional named insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with City prior to the commencement date of the term hereof and within ten (10) days of the each anniversary date thereafter. If possible and financially feasible, \_\_\_\_\_ shall endeavor to have the foregoing insurance policy provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. \_\_\_\_\_ shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.

6. Indemnification. \_\_\_\_\_ agrees to indemnify and hold City harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or are in any way connected with \_\_\_\_\_'s or \_\_\_\_\_'s coaches', players', volunteers', invitees', or agents' use of the Premises during the term hereof. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

7. Relationship of Parties. Nothing contained in the Use Agreement or in this Addendum, nor any acts of the parties, shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between.

8. Reconfirm Other Terms. All other terms and conditions of the Use Agreement are hereby confirmed by City and \_\_\_\_\_, except to the extent they expressly conflict with the terms of this Addendum.

IN WITNESS WHEREOF, the parties hereto hereby execute this Addendum as of the dates below written.

Dated: \_\_\_\_\_  
"\_\_\_\_\_"  
\_\_\_\_\_,  
a Nebraska non-profit corporation

By: \_\_\_\_\_  
Its: President

Dated: \_\_\_\_\_  
"CITY"  
City of Bennington, Nebraska, a municipal  
corporation and political subdivision of the  
State of Nebraska

By: Mayor Matt John

## COVID-19 Sports Participants Agreement

(Please print clearly or type and fill in all blanks and sign below.)

Participant Name (Player, Coach, Official, or Other Participant): \_\_\_\_\_

Address: \_\_\_\_\_

Municipality: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Age of Participant \_\_\_\_\_

If Participant is 18 years of age or older, only Participant must sign. If Participant is 17 years Old or Younger, Parent or Legal Guardian must sign.

### ACKNOWLEDGMENT AND ASSUMPTION OF RISK

The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact. By signing this, you ACKNOWLEDGE AND ASSUME THE RISK AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the property of any Municipality and participating in or viewing organized sports practices and/or games and/or other group recreational activities, or by authorizing the participation of a minor in or the presence of a minor at organized sports practices and/or games and/or other group recreational activities. No one guarantees that you or your child(ren) will not become infected with COVID-19. The person signing below voluntarily assumes this risk because s/he chooses or elects to do so.

### COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of the above-listed player, coach, or official ("Participant") being allowed to participate in organized sports practices and/or games and/or other group recreational activities on municipal property, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE every city or village (hereinafter, Municipality) on whose property Participant participates in any organized sports practices and/or games and/or other group recreational activities, together with each such Municipality's mayor and council, village board of trustees, manager/administrator, clerk, agents and employees, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as "Releasees") from any and all liability to the Participant (or Participant's personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication or related disease



or condition, occurring as a result of entering the property of any such Municipality, participating in or viewing any organized sports practices and/or games and/or other group recreational activities, or other use of public facilities on the property of any such Municipality, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals present at the organized sports practices and/or games and/or other group recreational activities, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.

2. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto the property of any such Municipality in connection with any organized sports practices and/or games and/or other group recreational activities, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.
3. THE PERSON SIGNING BELOW AGREE(S) to comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by any such Municipality relating to COVID-19 or other safety or hygiene precautions, understanding that the Municipality may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the organized sports practices and/or games and/or other group recreational activities at the election of the Municipality at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are in addition to binding themselves and binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

\_\_\_\_\_  
Signature of Participant  
(If 18 Years Old or Older)

\_\_\_\_\_  
Print Clearly or Type Name of Participant

\_\_\_\_\_  
Signature of Parent  
(If Participant is 17 Years Old or Younger)

\_\_\_\_\_  
Print Clearly or Type Name of Parent

\_\_\_\_\_  
Signature of Legal Guardian (If Applicable)

\_\_\_\_\_  
Print Clearly or Type Name of Legal Guardian



# ITEM #12

## 156<sup>th</sup> Street Project



Engineering | Architecture | Surveying | Planning

## Invoice

May 8, 2020

Project No: R050728.00

Invoice No: 116636

Invoice Amount: 6,051.25

Mindi Laaker  
City of Bennington  
PO Box 221  
15505 Warehouse Street  
Bennington, NE 68007

Project Manager Tyler Hevlin

Project R050728.00 Bennington 156th Street Administration Services

### Professional Services through May 1, 2020

- Review work by utilities for relocation, pre-construction meeting, staking, Final updates on fact sheet.

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
<b>Hourly Phase(s)</b>					
Study and Report			\$60,340.50	\$60,340.50	0.00
Administration and Assistance			\$14,457.50	\$8,741.25	\$5,716.25
Condemnation Hearing Services			\$2,513.75	\$2,513.75	0.00
Construction Staking for Utility Relocations			\$3,703.75	\$3,368.75	\$335.00
<b>Total</b>			<b>\$81,015.50</b>	<b>\$74,964.25</b>	<b>\$6,051.25</b>
<b>Total Amount Due Upon Receipt</b>					<b>\$6,051.25</b>

	Current	Prior	Total
<b>Billings to Date</b>	<b>6,051.25</b>	<b>74,964.25</b>	<b>81,015.50</b>

### Outstanding Invoices

Number	Date	Balance
116026	4/9/2020	6,828.75
<b>Total</b>		<b>6,828.75</b>

Email invoice to: Mindi Laaker, [clerk@benningtonne.com](mailto:clerk@benningtonne.com)

# Billing Backup

JEO Consulting Group, Inc.

Invoice <Draft> Dated 5/8/2020

Friday, May 8, 2020

8:51:22 AM

Project	R050728.00	Bennington 156th Street Administration Services
Phase	100GA	Administration and Assistance

## Hours this Invoice

			Hours		Amount
63 - Borchers, Julie	4/6/2020		.75	185.00	138.75
project tracker					
63 - Borchers, Julie	4/7/2020		2.00	185.00	370.00
63 - Borchers, Julie	4/8/2020		.25	185.00	46.25
call from MUD					
63 - Borchers, Julie	4/13/2020		2.00	185.00	370.00
prepare for and attend council meeting					
63 - Borchers, Julie	4/15/2020		1.50	185.00	277.50
check on utility relocation status, email to NDOT for pre-con					
63 - Borchers, Julie	4/16/2020		1.50	185.00	277.50
pre-construction meeting (call)					
63 - Borchers, Julie	4/17/2020		2.00	185.00	370.00
memo on tree issue (Mueller property)					
63 - Borchers, Julie	4/20/2020		1.25	185.00	231.25
reivew work by utilities for relocation					
63 - Borchers, Julie	4/22/2020		1.75	185.00	323.75
emails on start date and utility coordiantion. complete and send out tree memo for mueller property					
63 - Borchers, Julie	4/23/2020		1.50	185.00	277.50
check on utilities and meet with John on possible staging area for K2, look at message board sites for NDOT					
63 - Borchers, Julie	4/25/2020		.50	185.00	92.50
map to NDOT for locations that the portable message boards can be put.					
63 - Borchers, Julie	4/27/2020		.25	185.00	46.25
review email from NDOT/contractor on schedule					
63 - Borchers, Julie	4/28/2020		2.00	185.00	370.00
information for project flier, review with Andrea					
63 - Borchers, Julie	4/29/2020		1.25	185.00	231.25
63 - Borchers, Julie	4/30/2020		2.25	185.00	416.25
63 - Borchers, Julie	5/1/2020		.50	185.00	92.50
88 - Gebhart, Andrea	4/28/2020		.50	130.00	65.00
Discuss project with Julie					
102 - Hevlin, Tyler	4/14/2020		.50	260.00	130.00
prep for pre-con w/ Julie					
102 - Hevlin, Tyler	4/16/2020		2.00	260.00	520.00
pre-con					
102 - Hevlin, Tyler	4/22/2020		.50	260.00	130.00
tree memo					
102 - Hevlin, Tyler	4/28/2020		1.00	260.00	260.00
misc communication					
102 - Hevlin, Tyler	4/30/2020		.50	260.00	130.00
misc communication					
102 - Hevlin, Tyler	5/1/2020		.50	260.00	130.00
misc communication					
84 - Tenorio, Alyssa	4/29/2020		2.50	120.00	300.00
Drafting construction information sheet					
84 - Tenorio, Alyssa	4/30/2020		1.00	120.00	120.00



Final updates to Bennington fact sheet

Totals	30.25	5,716.25	
<b>Total Labor</b>			<b>5,716.25</b>
		<b>Total this Phase</b>	<b>\$5,716.25</b>

Phase 105CS Construction Staking for Utility Relocations

Hours this Invoice

		Hours		Amount	
48 - Howser, Heath	5/1/2020	2.00	95.00	190.00	
	Staked Storm sewer runs A20-A21 for MUD water line placement				
63 - Panning, Troy	4/30/2020	1.00	145.00	145.00	
	Built staking data/work order for Storm Sewer staking for MUD's reference. (Requested by Ryan Neilson)				
Totals		3.00		335.00	
<b>Total Labor</b>					<b>335.00</b>
			<b>Total this Phase</b>		<b>\$335.00</b>
			<b>Total this Project</b>		<b>\$6,051.25</b>
			<b>Total this Report</b>		<b>\$6,051.25</b>

# Bennington 156th Street Project Tracker



Jun-20

Task	Responsible Party	Assigned To	Estimated Start	Estimated Finish	Status	Task Comments (Note: Text in red indicates it has changed since the last status update)
Right of Way - Condemnations - Anytime Fitness	City Attorney	Jeff Miller	11/26/2019	TBD	Pending	The hearing awarded the property owner \$3,500. NDOT has put that amount in an account (similar to an escrow) account. Since the funds have been deposited, the city owns the ROW and easements and has access to the property for the project. The property owners are appealing the award by the appraisers. <b>A hearing date has not been set yet on this.</b>
Utility Relocations - Century Link			1/20/2020		Under Construction	A contractor for CenturyLink has indicated they are going to start relocation work soon and requested staking information to complete that work. We have not received a schedule for the relocations but the work you will see to start is at 156th Street and Bennington Road.
Utility Relocations - MUD			3/15/2020		Under Construction	A contractor for MUD has started the waterline relocation work for the watermain and service connection. This work will continue through April along 156th and then to Bennington Road. <b>MUD's work continues as both Gas and Water contractors are on site. There will be a lane shut down for southbound 156th Street (by the intersection) in mid June for relocation of the main. This is being coordinated with both NDOT/K2 and the school's contractor.</b>
Utility Relocations - OPPD			6/1/2020		Under Construction	After finding out that OPPD had not planned for relocations on this project yet (long story), the Mayor reached out to OPPD, plans have been fast tracked and work has started. OPPD and K2 are coordinating to get the sections along 156th south of Bennington Road done as quickly as possible. There is a section of work on Bennington Road that can be started with minimal impact to OPPD lines.
Utility Relocations—Project Staking	JEO-Survey	Julie Ogden			Complete	<del>JEO will complete staking as needed for the project relating to utility relocations. The Contractor is responsible for construction staking on the project. They will now stake items for utilities.</del>
Project Letting—Approve Agreement with Contractor	City Council	Mindi Laaker		3/9/2020	Complete	<del>The resolution was approved. Contracts are completed by NDOT.</del>
Project Financing	City Council	Mindi Laaker		5/15/2020	In Process	With the project being awarded by NDOT/City, JEO prepared an updated estimate of Costs for the City and for the School District. A memo with a recommendation on the Bond Amount has been provided to the Council. <b>Bond funds were received and deposited into the account. NDOT's first invoice has been paid (design costs to date and 25% of construction costs). The city has a request for reimbursement in that is still being reviewed by NDOT.</b>
Project Reimbursement from School District	City Clerk	Mindi Laaker	3/1/2020	5/15/2020	In Process	The City sent the School District an invoice for 100% of the project costs to be paid upfront (similar to the payment the City will make to NDOT). The costs will be monitored and a final invoice to the School will be prepared at the completion of the project. <b>Payment from the school has not been received, Mindi will follow up with school. Once construction is complete and updated cost report will be prepared and the final cost to the school will be provided (either refund or additional payment).</b>

Task	Responsible Party	Assigned To	Estimated Start	Estimated Finish	Status	Task Comments (Note: Text in red indicates it has changed since the last status update)
Relocate Food Pantry Box	City Public Works Dept.	John Bohrer	4/1/2020	4/3/2020	Complete	The food pantry box (currently located by the library parking lot), will need to be temporarily relocated while work adjacent to the area is underway. John and Julie have identified an area on the northside of the library/city hall building by the driveway that could be used until access is restored to the library parking lot and construction adjacent to the lot is complete. John will then move it back to its permanent home. The box has been moved.
JEO Coordination with NDOT Inspectors	JEO-Transportation	Julie Ogden	4/1/2020	1/4/2020	On-Going	Weekly progress meeting have been scheduled for Tuesday Mornings at 10 am starting May 12th. The portable message boards may change location depending on road closures (156th or Bennington Road). Locations are coordinated with John B.
Construction Progress	NDOT		4/1/2020	1/4/2020	On-Going	Work is on going in the school parking lot. A new phasing plan has been provided for review by NDOT (attached email from contractor). The dated schedule will be provided to City by June 4th. An updated schedule will be provided at the meeting for review.



This phasing/schedule plan would fall under the understanding that getting access to the school is top priority by the August date. This phasing plan would also allow us to jump around the OPPD delays.

Phase 1 (Green) – Installing storm work and paving on Bennington Blvd up to the west school entrance drive. This would allow access to the school parking lot off of Bennington Blvd for both faculty and the building project. Emergency access will be allowed through the new rock road and in discussions with the property owners they would be allowed to park in this area.

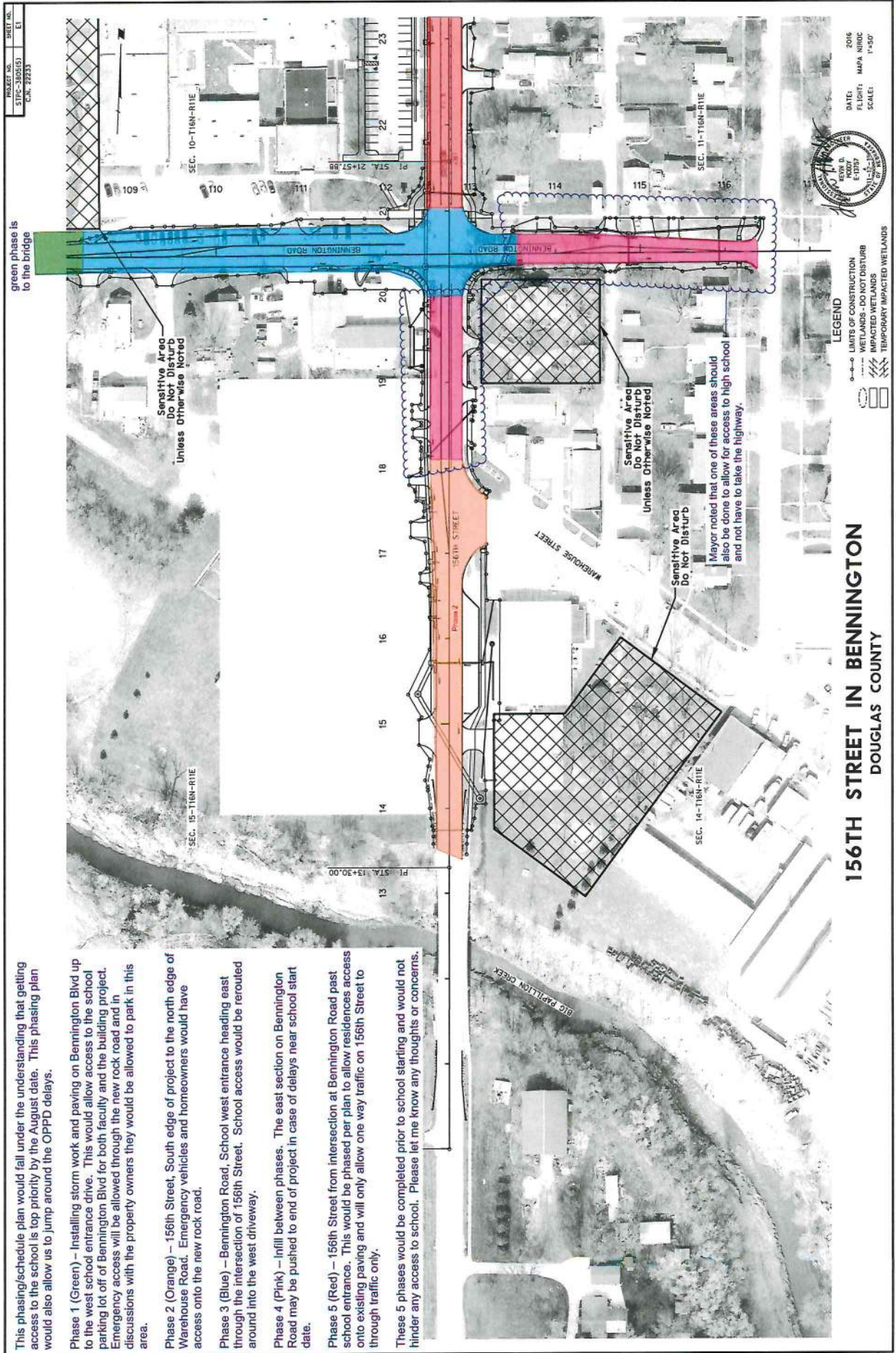
Phase 2 (Orange) – 156th Street, South edge of project to the north edge of Warehouse Road. Emergency vehicles and homeowners would have access onto the new rock road.

Phase 3 (Blue) – Bennington Road, School west entrance heading east through the intersection of 156th Street. School access would be rerouted around into the west driveway.

Phase 4 (Pink) – Infill between phases. The east section on Bennington Road may be pushed to end of project in case of delays near school start date.

Phase 5 (Red) – 156th Street from intersection at Bennington Road past school entrance. This would be phased per plan to allow residences access onto existing paving and will only allow one way traffic on 156th Street to through traffic only.

These 5 phases would be completed prior to school starting and would not hinder any access to school. Please let me know any thoughts or concerns.

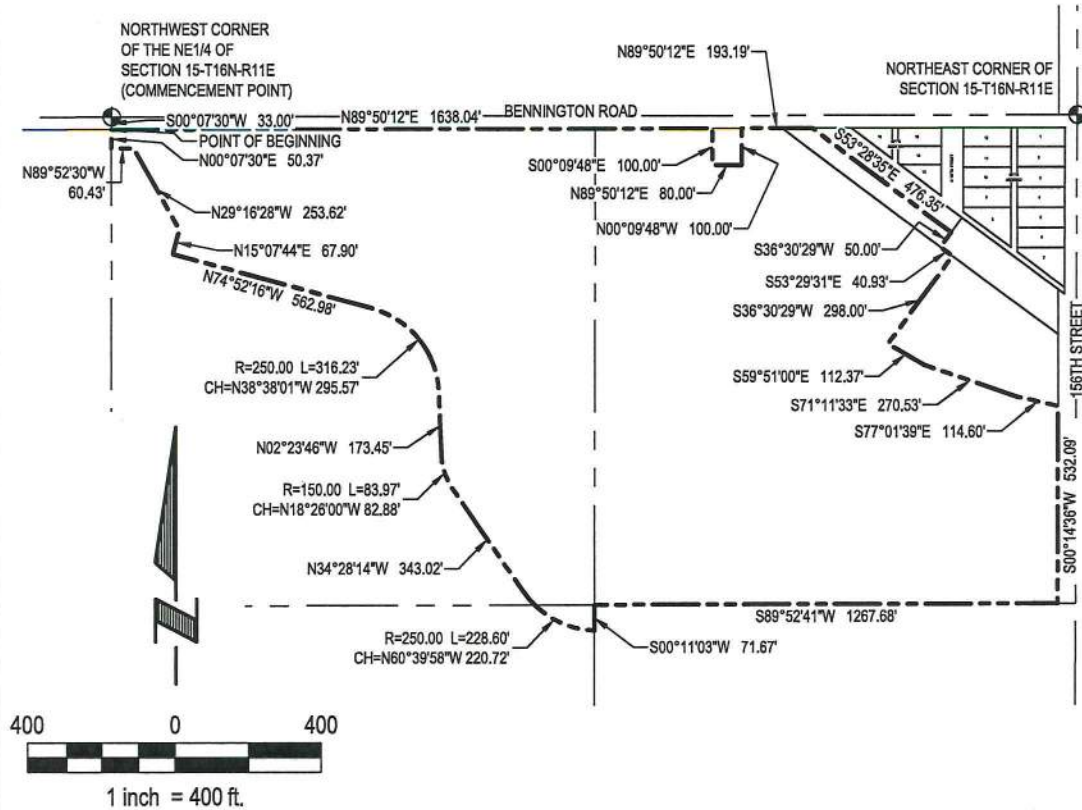


# ITEM #13

## Real Estate for Recreational Uses



# EXHIBIT "A"



## LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NE1/4, ALONG WITH PART OF THE NW1/4 OF THE NE1/4 AND PART OF THE NE1/4 OF THE NE1/4, ALL LOCATED IN SECTION 15, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NE1/4 OF SECTION 15; THENCE S00°07'30"W (ASSUMED BEARING) ALONG THE WESTERLY LINE OF SAID NE1/4 OF SECTION 15, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BENNINGTON ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE THENCE N89°50'12"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BENNINGTON ROAD, A DISTANCE OF 1,638.04 FEET; THENCE S00°09'48"E, A DISTANCE OF 100.00 FEET; THENCE N89°50'12"E, A DISTANCE OF 80.00 FEET; THENCE N00°09'48"W, A DISTANCE OF 100.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF BENNINGTON ROAD; THENCE N89°50'12"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BENNINGTON ROAD, A DISTANCE OF 193.19 FEET; THENCE S53°28'35"E, A DISTANCE OF 476.35 FEET; THENCE S36°30'29"W, A DISTANCE OF 50.00 FEET; THENCE S53°29'31"E, A DISTANCE OF 40.93 FEET; THENCE S36°30'29"W, A DISTANCE OF 298.00 FEET; THENCE S59°51'00"E, A DISTANCE OF 112.37 FEET; THENCE S71°11'33"E, A DISTANCE OF 270.53 FEET; THENCE S77°01'39"E, A DISTANCE OF 114.60 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 156TH STREET; THENCE S00°14'36"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 156TH STREET, A DISTANCE OF 532.09 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID NE1/4 OF THE NE1/4 OF SECTION 15; THENCE S89°52'41"W ALONG SAID SOUTHERLY LINE OF THE NE1/4 OF THE NE1/4 OF SECTION 15, A DISTANCE OF 1,267.68 FEET TO THE SOUTHWEST CORNER OF SAID NE1/4 OF THE NE1/4 OF SECTION 15, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID SW1/4 OF THE NE1/4 OF SECTION 15, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID NW1/4 OF THE NE1/4 OF SECTION 15; THENCE S00°11'03"W ALONG THE EASTERLY LINE OF THE W1/2 OF SAID NE1/4 OF SECTION 15, A DISTANCE OF 71.67 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 250.00 FEET, A DISTANCE OF 228.60 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N60°39'58"W, A DISTANCE OF 220.72 FEET; THENCE N34°28'14"W, A DISTANCE OF 343.02 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET, A DISTANCE OF 83.97 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N18°26'00"W, A DISTANCE OF 82.88 FEET; THENCE N02°23'46"W, A DISTANCE OF 173.45 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 250.00 FEET, A DISTANCE OF 316.23 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N38°38'01"W, A DISTANCE OF 295.57 FEET; THENCE N74°52'16"W, A DISTANCE OF 562.98 FEET; THENCE N15°07'44"E, A DISTANCE OF 67.90 FEET; THENCE N29°16'28"W, A DISTANCE OF 253.62 FEET; THENCE N89°52'30"W, A DISTANCE OF 60.43 FEET TO A POINT ON SAID WESTERLY LINE OF THE NE1/4 OF SECTION 15; THENCE N00°07'30"E ALONG SAID WESTERLY LINE OF THE NE1/4 OF SECTION 15, A DISTANCE OF 50.37 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 2,182,136 SQUARE FEET OR 50.095 ACRES, MORE OR LESS.



## E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3089

Drawn by: RLS Chkd by: EAS

Date: 03/03/2020

Job No.: P2019.032.002

## LEGAL DESCRIPTION

PART OF THE NE1/4 OF SECTION 15-T16N-R11E

DOUGLAS COUNTY, NEBRASKA



# ITEM #14

Pedestrian/Traffic

Molley/Stark Sts.



## MEMO

To: Mayor and Council  
CC: Mindi Laaker, City Clerk & John Boher, Public Works Director  
From: Julie Ogden & Tyler Hevlin  
Date: May 7, 2020  
Subject: Pedestrian Safety/Sidewalks in the area of 156<sup>th</sup> Street to Allen Street and Bennington Road to the north (Prairie Hollow)

We have prepared the attached map for your reference on what our observations were from a recent site visit. There are a number of sidewalks in this area but there are also some significant gaps. This area was developed some time ago when sidewalk construction was most likely not required or the Council and Developer at that time agreed not to construct the walks. Sidewalks along existing lots (developed by others) are typically not the responsibility of adjacent Developer's to construct. The Developers (with recent subdivisions) do have a responsibility (based on the Subdivision Agreement) to construct sidewalks within the development on outlots in conjunction with the adjoining streets. Otherwise the lot owners construct their own sidewalks with the construction of their houses.

If the Council would like to consider building sidewalks, the process has two main options:

1. The City pays 100% for the construction of the walks. In this case no cost is assessed to the property owner. As we understand it, the property owner would then be required to maintain the sidewalks by City regulations.
  - a. If the City funds this improvement with cash (a.k.a. does not borrow money), then the process may move forward without the creation of a Sidewalk Improvement District.
  - b. If the City borrows the money for the improvements (a.k.a. bonds the project), a Sidewalk Improvement District will most likely need to be created, even though there is not a proposed assessment. This does have the chance that the property owners within the District could object to the creation and cause the project to not proceed.
2. If the City desires to assess all or some portion of the improvement costs to the adjacent property owners, a Sidewalk Improvement District is proposed by the Council and is subject to objections from the property owners (just like a street improvement district). If the District is approved, then the City may borrow money for the project and may assess the property owners for the costs of the sidewalks.
3. There is another sidewalk district per State Laws 19-2417 thru 2419 where there are no objections or protests that can stop it. Bonds can be issued and assessments can be made. But those Laws also have specific requirements for the sidewalk bonds which may make that process not useable. We can consult with John Trecek about it if the Council wants to explore that option.
4. A third option involves the City ordering each lot owner to construct a sidewalk and if they do not then the City construct the sidewalk and assesses the costs against the lot, which is a more complicated lot-by-lot process.

Plans and specifications will need to be prepared and a public bid letting will need to be conducted, as the costs of this project exceed the statutory limit the City may spend without conducting a public bid process.



**Pedestrian Safety Discussion  
Molly, Stark and 2nd Street**

- Legend:**
- Existing Sidewalks
  - 156th Street walks
  - Prairie Hollow walks
  - Future walks
-  Locations with challenges





## **ITEM #15**

# **Emergency Notifications**



### How to Sign Up for the Integrated Public Alert and Warning System (IPAWS)

#### Who is eligible to send alerts through FEMA IPAWS?

- ✓ Federal Agencies
- ✓ State Government Organizations
- ✓ Local Government or Public Safety Organizations
- ✓ Tribal Governments
- ✓ Territorial Governments
- ✓ Private sector organizations sponsored by the appropriate State, Local, Tribal and Territorial government

#### What kind of alerts can be sent through FEMA IPAWS?

- ✓ Emergency Alert System (EAS) broadcasts to radios, televisions, and cable systems
- ✓ Wireless Emergency Alerts (WEAs) to cellular phones
- ✓ National Weather Service All-Hazards Emergency Messages to NOAA Weather Radios
- ✓ The National Center for Missing and Exploited Children (NCMEC) for AMBER ALERTS using IPAWS
- ✓ IPAWS All-Hazards Information Feed alerts to Internet connected applications and devices
- ✓ Private messages to other agencies and organizations using IPAWS
- ✓ Futures communications technologies when connected to IPAWS

#### How does my organization apply?

##### Step #1 – Complete IPAWS web-based training

FEMA's Emergency Management Institute (EMI) offers the independent study course, IS-247.A IPAWS (<https://training.fema.gov/EMIWeb/IS/is247a.asp>). The course is free, should take approximately two hours to complete, and is a prerequisite for full access to IPAWS-Open Platform for Emergency Networks (OPEN) for the purpose of public alerting.

##### Step #2 – Select IPAWS Compatible Software

Access to IPAWS is free; however, to send a message using IPAWS, an organization must procure its own IPAWS compatible software. There are many commercial products that are available or in development, or an organization may opt to develop its own custom application. A list of developers who have executed a Memorandum of Agreement (MOA) with FEMA for testing purposes can be found on the IPAWS website (<http://www.fema.gov/media-library/assets/documents/25916>).

##### Step #3 – Apply for a Memorandum of Agreement (MOA) with FEMA

Those organizations wishing to alert through IPAWS may request a MOA with FEMA IPAWS pertaining to interoperability and security across emergency response organizations and systems. A request form can be found on the IPAWS website (<http://www.fema.gov/media-library/assets/documents/112266>), completed, and returned to [IPAWS@fema.dhs.gov](mailto:IPAWS@fema.dhs.gov).

##### Step #4 – Apply for Public Alerting Permissions

Alerting Authorities that want to send alerts to the public through IPAWS must complete an application that defines the types of alerts they intend to issue and the extent of their geographic warning area. The IPAWS Public Alerting Authority Application and instructions will be provided as part of the MOA application process.

**ITEM #16**

**General Engineering**





Engineering | Architecture | Surveying | Planning

## Invoice

May 8, 2020

Project No: R090034.03

Invoice No: 116637

Invoice Amount: 4,548.75

Mindi Laaker  
City of Bennington  
PO Box 221  
15505 Warehouse Street  
Bennington, NE 68007

Project Manager Tyler Hevlin  
Project R090034.03 Bennington General Engineering  
**Professional Services through May 1, 2020**

- See Attached Billing Backup for a Breakdown of Time

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
<b>Hourly Phase(s)</b>					
2020 General Engineering			\$23,913.75	\$19,365.00	\$4,548.75
<b>Total</b>			<b>\$23,913.75</b>	<b>\$19,365.00</b>	<b>\$4,548.75</b>
<b>Total Amount Due Upon Receipt</b>					<b>\$4,548.75</b>

### Outstanding Invoices

Number	Date	Balance
116027	4/9/2020	5,335.00
<b>Total</b>		<b>5,335.00</b>

Email invoice to: Mindi Laaker, Clerk, clerk@benningtonne.com

# Billing Backup

JEO Consulting Group, Inc.

Invoice <Draft> Dated 5/8/2020

Friday, May 8, 2020

8:53:29 AM

Project	R090034.03	Bennington General Engineering		
Phase	2020	2020 General Engineering		
Task	001	General Engineering, Meetings, Etc.	Total this Task	\$2,856.25
Task	005	Planning and Zoning Assistance	Total this Task	\$840.00
Task	012	Prairie Hollow Development	Total this Task	\$810.00
Task	013	Logemann Park	Total this Task	\$42.50
			Total this Phase	\$4,548.75
			Total this Project	\$4,548.75
			Total this Report	\$4,548.75

**ITEM #17**

**Library Report**



**Bennington Public Library**  
**June 8, 2020**  
**Library Director Report**

*The mission of the Bennington Public Library is to inspire lifelong learning, advance knowledge, and strengthen community. To deliver on this promise we rely on three great resources: our staff, our collection, and our physical space.*

**COVID-19-Library reopening/events/activities**

The health and welfare of library staff and our patrons is our priority as we attempt to plan for serving our patrons with the ultimate reopening of the library and resumption of in-person programming. The most current DHM allows for gatherings “limited to the greater of 25 people (excluding staff) or 25% of rated capacity.” The capacity of the library is 55 and the capacity of the largest conference room is 57. This allows for 14 people plus staff at any given time. Policies and procedures for every possible scenario have been discussed and considered for reopening the library and conference rooms to the public as well as how to safely conduct events in the library or park.

It has been a wait and see situation from the beginning. We will see what new DHMs will bring by June 30. Curbside Pickup and Summer Reading is our focus right now. The next steps in the process will hopefully be social-distanced visits inside the library to checkout library materials, conference room availability for small groups, and eventually in-person social-distanced children’s programs in the conference room or park.

Staff is currently working at 75% of its normal summer capacity. Even an increase to 100% part-time staff capacity will result in a projected fiscal year savings of over \$12,000.

**Curbside and other services**


Current services include:

- Facebook Live Storytime
- Curbside Pickup Service
- Issuing New Library Cards
- Assisting patrons via telephone and email with the navigation of digital resources of eBooks, eAudiobooks, eMagazines, etc.
- ReaderZone app Summer Reading Program for all ages, preschool through adult with incentive prize pickup beginning June 15.
- Summer Reading Activity Bundles for Preschool and Elementary Children will be distributed the weeks of June 15 and 22.

We have been working through issues with the holds feature of our upgraded system software and other technical glitches with the ReadZone app. Patrons are very pleased with the availability of the curbside pickup service. The response to the ReaderZone Summer Reading Program app has been amazing so far. As of Wednesday afternoon, 231 readers have read over 25,519 minutes.


**Practicum Student**

We will be the host to a UNO library science practicum student this fall. Rebecca Ruenholl and I met last month to discuss some of the preliminary details. She will serve 60 clock hours between September 1 and November 20, 2020.



**Our Summer Reading Program is for all ages!**  
**Read books, reach goals, and earn prizes until July 30<sup>th</sup>, 2020.**

**Join our Summer Reading Program with the easy-to-use Reader Zone app!**



**Preschool – 5<sup>th</sup> Grade**

**Teens Grades 6–12**

For every 5 hours (300 minutes) you read, you'll earn both a prize & ticket for the end-of-summer finale drawing.


After reading 20 hours (1200 minutes), you'll earn a FREE book of your choice!


Additional challenges available for children & teens.


**Adults**

For every 3 books you read by July 30<sup>th</sup>, you'll earn a chance to win a prize!

Printable reading logs are also available for download on our website.







**How to join:**

1. Search for "Reader Zone" in your app store.
2. Install the app on your Android, Apple, or other device.
3. Click "Sign Up" and create an account.
4. Pick your Account Type: Reader or a Parent.
5. Add your reader's name.
6. Enter Bennington Public Library's 5 character reading code:

1 e 5 b 7

4. Click the reading group that your reader will be joining.
5. You're signed up!
6. From here, you can add a book, or skip that step.
7. You can now track your reading progress.

Bennington Public Library 11401 N 156th St. Bennington, NE 68007 402-238-2201 info@benningtonlibrary.org benningtonlibrary.org @benningtonlibrary

### **CURBSIDE PICKUP SERVICE STEP-BY-STEP:**

#### **1. Place items on hold.**

Use our online catalog to search for items.

Place items on hold.

#### **2. Wait for notification, then call us to schedule your pick up.**

You will receive an email or phone call when your hold is available for pickup.

After you receive notification, call the library to arrange an estimated time of arrival so staff can have your items ready.

Staff will check out your items, put them in a bag, and place the bag outside the front entrance.

#### **3. After calling, pick up your items at your scheduled time.**

Bags will be outside near the front entrance.

Find the bag labeled with your first name and last initial.

Grab your bag and enjoy!



**Bennington Public Library**  
**April 2020 Statistics**

	<b>Apr-20</b>	<b>Apr-19</b>
Circulation	1034	4819
Overdrive-audio/eBooks	1085	729
OneClickDigital-audio/ebooks	26	12
Rbdigital/Zinio-eMagazines	53	50
Book Club		30
<b>Total Circulation</b>	<b>2198</b>	<b>5640</b>
Computer Use		142
Cards issued		
City		4
Douglas County	5	55
Omaha		5
Other County		
Washington County		1
<b>Total cards</b>	<b>5</b>	<b>65</b>
Preschool STEAM (0)		122
Koala-T Storytime (0)		110
Traditional Storytime (0)		38
Reading Buddies (0)		7
Legos-1st/3rd Wed (0)		4
Legos-1st/3rd Sat (0)		10
Elem STEAM 2nd/4th Wed (0)		25
Storytime Facebook LIVE! (5)	364/102	38
<b>Total Children's (5)</b>	<b>102</b>	<b>354</b>
YA-Reading Cafe (0)		
Book Club-1st Wed		12
Book Club-3rd Tues		12
Book Club-RW		6
Humanities/Socialknitworking (0)		20
<b>Total Adult (0)</b>		<b>50</b>
Library Visits		5045
Volunteer Hours (0)		22
Copier/Printer 3/17-4/17	346	1448

<b>Collection Code</b>	<b>Description</b>	<b>Count</b>
ACDB	Adult Books on CD	10
ADVD	Adult DVDs	29
AFIC	Adult Fiction	194
AM	Adult Magazines	5
ANF	Adult Nonfiction	32
CAKE	Cake Pans	2
E	Equipment	1
ILL	Interlibrary Loan	1
JBB	Childrens Boardbooks	16
JC	Childrens Chapter Books	204
JCDB	Childrens Books on CD	5
JDVD	Childrens DVDs	48
JE	Childrens Easy Readers	98
JGN	Juvenile Graphic Novels	53
JM	Childrens Magazines	1
JNF	Childrens Nonfiction	84
JP	Childrens Picture Books	166
JPLAY	Childrens Playaways	12
YACDB	Young Adult Books on C	1
YAFIC	Young Adult Fiction	69
YAGN	Young Adult Graphic No	3
		<b>1034</b>



**ITEM #18**

**Police Report**

# BENNINGTON POLICE DEPARTMENT



11402 North 156<sup>TH</sup> Street, P.O. Box 228, Bennington Nebraska 68007

402-238-2067, fax 402-238-2774, [chief@benningtonne.com](mailto:chief@benningtonne.com)

**May 7, 2020-June 4,2020**

**Monthly Report**

**Drew Hilscher, Chief of Police**

**Calls Statistics By Type****Run Date/Time 06/04/2020 - 14:05  
From 05/04/2020 To 06/04/2020**

Call Type	Description	# of Calls
ADMI	Supervisory Activity	10
MISC	Miscellaneous	12
IMPOUND	Vehicle Impound	2
ASCI	Citizen Assist	5
ASSTDCSO	Assist Dcso	5
RECK	Reckless Driving	2
FOUI	Follow Up Investigation	8
SPAS	Special Assignment	19
ASOA	Assist Outside Agency	2
COVI	Ordinance Violation	2
SELECT	Selective Enforcement	10
PARK	Parking Violation	2
CRMI	Criminal Mischief	1
SUPV	Suspicious Person/Vehicle	8
MIPE	Missing Person	3
DIST	Disturbance (Non Dv)	4
DEME	Message Delivery	1
ASSTWPD	Assist Waterloo Pd	1
DWIA	Dwi Alcohol	1
OPDO	Open Door/Gate	1
ALAR	Security Alarm	4
PATROL	Patrol Car Maintenance	4
WAAR	Warrant Arrest	1
ASOC	Assist Valley Officer	1
TRST	Traffic Stop	2
BUCH	Business Check	2
ACIN	Accident Pi	3
THEF	Theft	2
DODI	Domestic Disturbance	1
DISTP	Disturbing The Peace/Noise Complaint	2
DRVI	Drug Violation	1
ASSTOPD	Assist Opd	1
ANCO	Animal Complaint	1
PURE	Public Relations	1
ASSTBPD	Assist Bennington Pd	1
CUVI	Curfew Violation	1
DOMASS	Domestic Assault	2
ABVE	Abandoned Vehicle	1

**Total**





## Citation By Type

Run Date/Time 06/04/2020 - 14:04  
 From 05/07/2020 To 06/04/2020  
 Officer  
 Rank  
 Citation Type  
 Agency Bennington Police Department  
 Warning

Officer	Citation #	Type	Offense Description	Date	Time
<b>DUI-alcohol-1st offense : 1</b>					
Herbolsheimer , Travis	B63 OFF 112	Citation	DUI-alcohol-1st offense	05/17/2020	02:56
<b>Exhibition driving : 1</b>					
Hilscher, Andrew	B61 CH 121	Citation	Exhibition driving	06/01/2020	19:30
<b>Fail to display proper number of plates : 1</b>					
Stocker, Daniel	B62 SGT 108	Citation	Fail to display proper number of plates	05/12/2020	15:16
<b>Improper/defective vehicle lighting : 2</b>					
Herbolsheimer , Travis	B63 OFF 112	Citation	Improper/defective vehicle lighting	05/17/2020	02:56
Herbolsheimer , Travis	B63 OFF 115	Citation	Improper/defective vehicle lighting	05/17/2020	03:15
<b>Minor in possession - ages 19/20 : 1</b>					
Herbolsheimer , Travis	B63 OFF 115	Citation	Minor in possession - ages 19/20	05/17/2020	03:15
<b>Minor in possession - under 19/1st off. : 2</b>					
Herbolsheimer , Travis	B63 OFF 113	Citation	Minor in possession - under 19/1st off.	05/17/2020	03:26
Herbolsheimer , Travis	B63 OFF 114	Citation	Minor in possession - under 19/1st off.	05/17/2020	03:40
<b>Possess marijuana 1 oz or less-1st off : 1</b>					
Hilscher, Andrew	B61 CH 119	Citation	Possess marijuana 1 oz or less-1st off	05/27/2020	14:40
<b>Possess or use drug paraphernalia : 1</b>					
Hilscher, Andrew	B61 CH 119	Citation	Possess or use drug paraphernalia	05/27/2020	14:40
<b>Speeding 06-10 MPH Municipal : 3</b>					
Hilscher, Andrew	B61 CH 104	Citation	Speeding 06-10 MPH Municipal	05/11/2020	09:50
Hilscher, Andrew	B61 CH 105	Citation	Speeding 06-10 MPH Municipal	05/11/2020	10:10
Hilscher, Andrew	B61 CH 107	Citation	Speeding 06-10 MPH Municipal	05/11/2020	11:15
<b>Speeding 11-15 MPH Municipal : 4</b>					
Hilscher, Andrew	B61 CH 103	Citation	Speeding 11-15 MPH Municipal	05/07/2020	15:00
Stocker, Daniel	B62 SGT 109	Citation	Speeding 11-15 MPH Municipal	05/12/2020	17:42
Hilscher, Andrew	B61 CH 111	Citation	Speeding 11-15 MPH Municipal	05/15/2020	07:20
Hilscher, Andrew	B61 CH 118	Citation	Speeding 11-15 MPH Municipal	05/21/2020	13:30
<b>Speeding 16-20 MPH Municipal : 1</b>					
Hilscher, Andrew	B61 CH 117	Citation	Speeding 16-20 MPH Municipal	05/21/2020	13:09
<b>Speeding 21-35 MPH Municipal : 2</b>					
Hilscher, Andrew	B61 CH 106	Citation	Speeding 21-35 MPH Municipal	05/11/2020	10:15
Herbolsheimer , Travis	B63 OFF 110	Citation	Speeding 21-35 MPH Municipal	05/13/2020	00:10
<b>Theft-consolidate offenses \$0-500 : 1</b>					
Hilscher, Andrew	B61 CH 120	Citation	Theft-consolidate offenses \$0-500	05/28/2020	13:45

**Citation By Type**

**Run Date/Time 06/04/2020 - 14:04**  
**From 05/07/2020 To 06/04/2020**  
**Officer**  
**Rank**  
**Citation Type**  
**Agency Bennington Police Department**  
**Warning**

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**Unlawful/fict display of plate/renew tab : 1**

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Hilscher, Andrew	B61 CH 106	Citation	Unlawful/fict display of plate/renew tab	05/11/2020	10:15
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**Zero tolerance violation : 1**

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Herbolsheimer , Travis	B63 OFF 115	Citation	Zero tolerance violation	05/17/2020	03:15
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**Total Violations: 23**

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All the computer equipment is done and everything is working great.

Officers assisted OPD during the protesting/Riots

Gravel was placed north of the PD office

2 thefts from Cubbys, spike is domestics, 4 vehicle accident on HWY 36, and 1 DUI

# ITEM #19

## Public Works Report

# **PUBLIC WORKS DEPARTMENT REPORT MAY, 2020**

## **STATE OF THE PUBLIC WORKS DEPARTMENT**

- Vandals-Juvenile knot-heads struck at the entrance to the Doug Nelson Youth Complex, breaking vodka and beer bottles over an area 30' x 30'. Witness told me a small group of teenagers ran away when he let his dog out after them. It took 3 of us 30 minutes to clean it up. Accompanying the glass was a variety of litter located in the parking lot and along the trail.
- Weekly meetings began on the 156<sup>th</sup> St project. Forward progress is dependant on the weakest link of the chain...at this point, it's OPPD.
- Mowing season is being coordinated with the Street project. There are times when we aren't able to mow certain areas and hope the community understands.
- Again, there have been signs of graffiti and vandalism under the Bennington Road Bridge. We continue to paint over the vulgarities.
- The white pickup needed new points, coil, distributor cap and brakes...she's purring now.
- Repaired 2 flat tires on the red dump truck.
- Ordered a semi-load of mulch for our playgrounds and trees. The challenge this year is where to deposit the load since the school parking lot is demolished. I've decided to unload the mulch along the north side of Main Street, past the Legion building. It will be our highest priority to dispense the mulch once it arrives.
- In prep for our upcoming budget season, I have assessed and re-worked some of our work schedules for May, working some longer hours but only 4 days/week. I wanted to be sure my labor budget was in order. I'm currently tracking about \$7800/monthly in labor costs, have spent about \$62k so far and have another \$48k yet to spend through this fiscal year. Overall, I will be under budget and we're back to normal summer hours.
- Had a discussion with a plumber representing a resident in Heritage wanting to install plumbing to discharge sump water from the house into the streets. I told him that it was not permissible.
- I noticed that both approaches to the Pedestrian Bridge were settling, creating tripping hazards (and also making snow removal a challenge while chipping away at the sidewalk edges). I had JEO look at the problem and they agree with my assessment and I am having H&R concrete, tear out and re-pour new panels at the entrances to the bridge on both the North and South approaches.



- Jim West, J Dubs owner, called again regarding the sidewalk door located in front of his bar was warped again and they were unable to access their booze storage under the bar....this is becoming a monthly ordeal. I ground the door down again to accommodate an easier opening then called for a new door frame box and trapdoor to replace the broken one. I am looking to order a new door, we will tear out and ultimately replace the concrete panel, add pins and braces when the new door is installed.
- Was told to assess the fence permit application at 10210 N 152<sup>nd</sup> Ave in Heritage. I met with the owner and it appears to me that he needs to move the fence back 7' from his property line to be in compliance. I explained that to him and he is refusing to move it. For his benefit, I said I would involve our City Engineer to review his situation. Julie indicated that he would ultimately have to move his fence.
- Was told to meet with the head of Commercial sales at Woodhouse Chevrolet regarding the purchase of a new dump truck/snow plow for this year's budget. Am meeting with the Mayor to hammer out the details and to evaluate if we can afford the purchase.

## **STATE OF THE CITY PARKS**

- Using 5 tree grants (\$12,500) that we were awarded from the NRD, I assembled a list of diverse trees and asked for bids...Lanoha was again awarded the business as they offer extra trees and an additional year (2 years total) guarantee on the trees. We planted 66 new trees. This year, we planted some wonderful trees along Bennington Road near the soccer field and in and around Johns-Bohn. Also added new trees to the Arboretums we've been developing next to the Cop Shop and in the Doug Nelson Youth Complex. Lastly, we added new trees to the BAL, creating shade and esthetics to the complex. I hope everyone has a chance to drive or walk by these areas to take it all in.
- I added tree identification markers to our new trees. I identify the species and also the year they were planted.
- I applied to the Nebraska Arbor Association for Community Award recognition. Tough competition but we'll see what happens.
- We have torn out about a quarter of an acre of volunteer trees along the north end of the east side of Tim Ohrt Park...re-capturing valuable parkland and enhancing the use. Also relieving the cramped and distressed pine trees that we planted there 6 years ago. This will open up the space and allow the pine trees to grow unencumbered.
- Planted 10 new 12' spruce trees along the north end in Tim Ohrt. The trees were donated by Daryl Logemann.

- On May 8, was told to take down the Covid Virus signs and to open the parks back up
- We've been adding some kidney shaped areas around small groupings of trees in our green spaces. We mulch and create nice focal areas that enhance the parks, add to the growing environment for the trees and make mowing and trimming easier and faster.
- Arranged with Terry Hughes Tree Service to grind our huge tree pile located in Tim Ohrt Park down into mulch (\$3500). If anyone wants to get a handle on the amount of tree trimming, maintenance and removal, including the cutting down of dozens of Ash trees we've handled...just drive by and take a look at the enormity of the pile. We will have a very nice pile of mulch to utilize over the next couple years.
- Checked with Julie regarding asphalt grindings from the 156<sup>th</sup> Street project to be allowed on the parking surface in the Logemann parking lot....there will not be any grindings left over. We will need to purchase any new grindings that we will need going forward.
- Met with a Viburnum distributor to order a few more bushes for our parks. They will be arriving in the fall.
- Have sprayed 24-D on all the green spaces in town to eliminate weeds
- I have been utilizing "Tree Plotter" the software that the Nebraska Forest Service gave us to take an inventory of our existing trees, removed trees and all newly planted trees. It will also allow me to assess risk regarding dead and dying trees...and creating work orders for removal.
- I approached Lonnie Rogers, a local business man, dealing with landscape boulders, river bed reconstruction and erosion improvement, regarding help with our Bennington Babbling Brook located in Doug Nelson. He's offered to help us create a permanent solution to the spreading water seeping out from the ground.
- Planted a tree donated by the Bennington Women's Club to help Bennington maintain their Tree City designation. The Mayor proclaimed May 12 our official Arbor Day declaration. I picked out a special French Silk Lilac tree and located it near the Memorial sidewalk.
- Close to 30 trees were removed this month, several Ash, cherry, Box Elder and Elm.
- During repairs to some storm inlets, there was about a yard of concrete left over & poured a small pad on the south side of the concrete building at the Cop Shop.



## **STATE OF THE STREETS**

- Had a conversation with Jason of OPPD who claimed he had never received plans for the 156<sup>th</sup> Street project, that was about to start...wanted to know where to get a set. I referred him to JEO and the State.
- Had Julie, with JEO assess the 2 compromised manholes destroyed by construction vehicles at Prairie Hollow, near Allen and 2<sup>nd</sup> and had H&R repair them.
- We striped the streets of Warehouse Street, downtown and Stark Streets. Also painted crosswalks in downtown.
- Replaced the stop sign and post at 161<sup>st</sup> and Plum Cir...it appears it was destroyed by a vehicle.
- Ordered the repair of 4 storm inlets around town. On 1 particular inlet the underground erosion stretched over 35' under the street – clear into the middle of the street.
- Met with Julie (JEO) to go over the parking lot design for Logemann Park
- I'm arranging with OPPD to get all power poles being torn out of 156<sup>th</sup> Street...which we can utilize in our parking lots around town. Also having discussions with a PR person at OPPD for additional poles that we can store for use down the road.
- Met with Son, the 156<sup>th</sup> Street Construction Superintendent regarding the trees located in the new alley behind AnyTime Fitness...who owns the trees, the City ROW, trimming and removing limbs and trees.
- Met with and had a discussion with Daryl Logemann in regard to having him help maintain the compromised alleys in town with his larger equipment. He is supportive of helping us and we are having further discussions on how to proceed and what level of service to provide.
- Ordered and coordinated the street striping of Warehouse Street with Douglas County.

## **STATE OF THE BALL AND SOCCER FIELDS**

- Met 2 line representatives from MUD inquiring about our water line located under a manhole in the middle of the Baseball Complex parking lot. It was due for a 5 year inspection and they decided that the water line was missing shutoff valves. They informed me that they were going to have to shut down the water



to the complex, install new valves, take the meter into their shop for testing and...all at our expense. I explained that we would not pay for their shortcomings...items that should have been installed when the line was first put in several years ago. I also explained that I knew that we were "grandfathered" with this and while we would try to accommodate them as best we could, but we would not allow them to proceed with shutting our water supply off and again, would not pay for any additional MUD repairs. They called their supervisor who agreed with my position and they have approved our line with no restrictions.

- Asked Dr Haack for the power pole lying along Bennington Road (for 2 years). He graciously gave it to us to use in the new Logemann Parking lot.
- Planted 10 new trees in the BAL. Most of them are along the west side of Field 1 for future shade. I chose Triumph Elm Trees as they are perfect for shade and canopy and for esthetics.
- Met with Brad Baumert regarding Handicap parking signs to be added along the T-Ball fence line. This is to comply with the ratio of parking stalls to Handicap stalls.
- Spoke with Brad and Don regarding this summer baseball schedules. mowing, trimming and both of our expectations going into this shortened season etc...

## **STATE OF OUR CITY BUILDINGS**

- The Air conditioner went down at the Cop Shop, discussed with Drew and called SW to repair.
- We hung the new City Office sign that Mindi had made on the North side of the building just west of the entrance.
- Moved 6 boxes of legacy City receipts from the City office to our PWD building, where we store the past 10 years worth of records. We're running out of space here and may try to organize the records at the City garage.

## **THOUGHTS, IDEAS, SECOND GUESSES**

- We always welcome constructive criticism and are happy to respond rapidly. Please let me know if you see ways to improve our service to every citizen of Bennington. We always strive for the "WOW FACTOR"

# ITEM #20

## Office Report

**2019/20 MINDI REPORT**

ALL REVENUES BUDGETED -----\$3,842,230

ALL EXPENSES BUDGETED -----\$3,917,594

BUDGETED DIFFERENCE-----\$(75,364)

**IMPACTS TO THE BUDGET -- 8 Month Review 5/31/2020****EXPENSE IMPACTS TO BUDGET**

	YTD Spend	Budgeted		Difference
• STREETS: STREET REPAIR & MAINTENANCE (6110)	\$ 241,015	\$ 225,000	\$	(16,015.43)
• STREETS: LOGEMANN PARK (6266)	\$ 98,240	\$ 95,000	\$	(3,240.00)
• STREETS: ENGINEERING (6093; 6095; 6097; 6090)	\$ 102,489	\$ 65,000	\$	(37,489.00)
• SEWER: ENGINEERING (6090)	\$ 75,000	\$ 5,000	\$	(70,000.00)
• STREET: LEGAL 156TH STREET IMPROVEMENT (6140)	\$ 10,867	\$ -	\$	(10,867.00)
• STREET: SNOW REMOVAL	\$ 35,672	\$ 60,000	\$	24,328
			\$	(113,283.83)

**REVENUE IMPACTS TO BUDGET**

	YTD Deposits	Budgeted		Difference
• SEWER: SEWER CONNECT PERMIT FEES (5206)	\$ 44,160	\$ 35,000	\$	9,160.00
• GENERAL: LOCAL SALES TAX (5010)	475,660.00	\$550,000		REVENUE IS PACING HIGH

<b>NET EFFECT</b>	<b>\$</b>	<b>9,160.00</b>
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## Booth, Tabling, and Sales Events Guidance

The below guidance is intended to slow the spread of coronavirus. It is strongly recommended that all booth, tabling, and sales events (including community garage sales, sidewalk sales, car shows, firework stands) adhere to the following guidance.

It is important for the event coordinators to work with their local health departments to institute changes to slow the spread of COVID-19 amongst their vendors and patrons. All counties in Nebraska have been issued a Directed Health Measure (DHM) and can be accessed at <http://dhhs.ne.gov/Pages/COVID-19-Directed-Health-Measures.aspx>, please refer to your county to ensure your event/facility is eligible to follow the guidance below. When planning for your event, please reference your local county DHM. Public gatherings are to be limited to no more than 25 people or 25% of rated occupancy. For locations/venues that have capacity to hold 500 or more individuals (1,000 or more in counties over 500,000 population) plans for reopening must be submitted to the local health departments and approved prior to the event (your local health department can be found at <http://dhhs.ne.gov/Documents/LHD-COVID-19-Response-List.pdf>). Ticketing must be done in groups no larger than six (6) individuals and six (6) feet separation between different ticketed groups must be maintained.

Critically evaluate each event to determine whether it needs to be held. If an event can be postponed, please do so. If you decide to hold an event, take the following protective measures:

### Practical event set-up for social/physical distancing:

- Use technology to host virtual sales whenever possible.
- Instruct any employee, seller or patron exhibiting symptoms of illness to remain home and request that anyone who is a member of a population of heightened vulnerability to avoid areas where people are gathering.
- Encourage face coverings at all times especially if six (6) foot separation is not able to be maintained at all times (e.g. entry/exits, bathrooms).
- Special attention needs to be placed on reducing close contact at entry/exits or other areas of congregation and/or congestion.
- Increase the footprint of the event to allow patrons and vendors to maintain a physical distance of at least six (6) feet between each other.
- Limit the number of patrons at the event to ensure everyone maintains at least a six (6) foot separation between themselves at all times.
- Increase the footprint of the booth, table, tents, cars, etc. with at least ten (10) feet of distance between them to reduce congestion.
- Anywhere there is a potential for people to stand in a line, queue lines should be set up to control distancing and should be either a straight line or an "L" shaped line. Six (6) feet distancing should be marked in those queue lines (using tape, spray paint, flag rope and cones, etc.) Directional arrows can also be used to direct the flow throughout the event.
  - Areas to consider include: ticketing, restrooms, food stands, etc.
- Assign additional staff to help regulate customer flow and ensure social/physical distancing.
- Consider closing all parts of the event location that are not directly associated with the booth, table, tent, etc. areas to prevent people from co-mingling, including common seating areas.
- Clearly communicate and enforce your policies.

## Hygiene and Disinfection:

- Provide ample opportunities for staff, vendors, and patrons to wash hands with soap and water. Consider providing additional hand sanitizer or hand washing opportunities throughout the event such as portable sanitizer or hand washing stations.
- Allow only the vendors and their staff to handle products. Customers should shop with their eyes and wait to touch the products until after they have purchased them.
- Encourage vendor use of vinyl or plastic table covers for easy disinfecting.
- Encourage vendors to disinfect their stands regularly, by wiping down tables, terminals, cash boxes, etc.
- Vendors should consider using a credit card reader when possible to avoid the exchange of cash.
- Clean and disinfect all commonly-used areas frequently including restrooms and restock often with soap, paper towels, and hand sanitizer.

## Food:

- *All food code regulations must still be followed. Please contact your local health department or Dept. of Agriculture for more information.*
- Do not allow the sampling of products at booth, table, tents, etc. or selling of drinks in open containers (e.g. by the cup). For events selling food products, follow the following concession guidance.
  - Stands selling food are allowed to open, if they meet the following:
    - ♦ Markings should be placed on the ground to ensure individuals waiting are spaced six (6) feet apart.
    - ♦ Clean and sanitize high touch surfaces regularly.
    - ♦ Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
    - ♦ Whenever possible, practice social/physical distancing between staff.
    - ♦ All employees directly interacting with customers should wear face coverings.
    - ♦ Employees should wash hands frequently; provide hand sanitizer for customers.



**ITEM #21**

**Project Tracker**



# City of Bennington Project Tracker



May-20

Note: Text in red indicates it has changed since the last status update.

Project	JEO Project No.	JEO Department Leading Project	Assigned To	Contract Executed	Status	Update Comments From Previous Month
156th Street Improvements - general assistance	050728	Transportation	Tyler Hevlin	General Engineering	On-Going	A separate Project Tracker has been developed for this project, please refer to that for detailed project information.
ASIP	090034	Administration	Julie Ogden	General Engineering	On-Going	<p>The Ordinance was approved and went into effect on April 1, 2020. The following items will need to be completed/determined:</p> <ol style="list-style-type: none"> <li>1.City Clerk/Treasurer needs to set up a separate bank account to keep any ASIP funds in. (done with first deposit) <b>Completed</b></li> <li>2.City Engineer will annually report to the Council on the funds in the account and the status of the ASIP fund project or ones that should be added. (this will be done at the same time as the 1 &amp; 6 year plan review/approval). <b>Scheduled for September.</b></li> <li>3.Determine the members of the stakeholders group. Will need to meet a couple times maybe the first year to identify projects. Meetings can be annually after the first project list is created to review/update it.</li> </ol>
Bruning - Replat 12 Lot 1 Building Permit	090034	Administration	Jeff Ray	General Engineering	<b>Complete</b>	<p>The Design Review Board met on January 26th and is allowing the alternate landscaping plan (using coniferous style bushes) to replace the berm originally approved by the DRB. Installation will occur as weather allows. An occupancy permit can be granted if the developer/owner provides a bond equal to the cost of the improvements(off season landscaping provisions). <b>Work Completed and reviewed by John B.</b></p>
Building Permits	090034	Administration	Tyler Hevlin	General Engineering	On-Going	<ul style="list-style-type: none"> <li>• JEO will be responding to the City of Omaha on a possible building north of Highway 36.</li> <li>• A special fence permit was applied for at 10201 N 152nd Ave. JEO reviewed with John B and found it did not meeting the 7 foot setback requirements. Mindi denied the permit.</li> <li>• <del>Two Men and a Shop have provided a concept plan for an addition to their building, JEO assisted the city in review by the DRB.</del></li> <li>• <del>The property owner (Dimitroff) of 12804 N. 182nd St. has started work on this accessory building again. The building permit has been approved.</del></li> </ul>
Gary Olson (Above and Beyond Roofing) Sanitary Sewer Easement & Parking Construction	090034	Administration	Tyler Hevlin	General Engineering	On-Going	<p>Gary Olson has requested assistance on an easement from the City to replace an old service line. The easement will be along the southerly 5 feet of Lot 9 (telephone building lot). JEO has responded to Gary with options to execute this, at his cost. In discussion with Gary, the on-street parking will be installed in the next month. I asked that he notify the City Clerk or City Engineer prior to starting so review can be completed of work within the ROW. <b>The required parking has been installed, I have not measured it yet to confirm it meets plans, but will do so in the near future.</b></p>
Kempton Creek (aka Neumeyer Parcel)	090034	Administration	Julie Ogden	General Engineering	On-Going	<p>The land purchase and project have been put on hold for a few months. The final plat documents have been approved. Review items completed in the last month:</p> <ul style="list-style-type: none"> <li>• Subdivision agreement documents (on this month's agenda)</li> <li>• Grading plans and the flood plain permit have been submitted and are under review</li> </ul>
Newport Hill	090034	Administration	Julie Ogden	General Engineering	On-Going	<p>JEO reviewed and responded to the SID's request to remove splitter islands within the subdivision. As of December 2019 this did not appear to have been completed yet.</p>
Newport Vista subdivision	090034	Administration	Julie Ogden	General Engineering	On-Going	<p>Construction will continue on this project with the storm sewer and paving. JEO is performing occasional site visits to check on progress. The work currently going on at the site includes: <b>Paving work has started and storm sewer is on going (nearly complete).</b> As of last update from developer, there were still a few areas where compaction was an issue with the sanitary sewer trenches.</p>

Project	JEO Project No.	JEO Department Leading Project	Assigned To	Contract Executed	Status	Update Comments From Previous Month
Prairie Hollow subdivision	090034	Planning	Julie Ogden	General Engineering	On-Going	The final plat documents have been approved. JEO has performed occasional site visits to check on progress. The aerial creek crossing (for sanitary) has been completed and the old crossing pipe has been removed. <b>The repairs required from inspections on the sanitary sewer mains has been completed and we are now allowing service connections to the system. We have been communicating concerns on the erosion and soils in the street with the developer/engineer. They have completed some clean up and continue to work on the list.</b> Landscaping items were installed on the northwest corner of the 2nd and Allen Street Intersection without an approved plan. <b>JEO has coordinated with the developer to get a landscaping plan approved and install some additional sidewalk at the 2nd and Allen intersection.</b>
Ridgewood Lots 1 & 2	090034	Administration	Julie Ogden	General Engineering	On-Going	The owner of Lots 1 & 2 in Ridgewood contacted the City and JEO to determine how to convert these lots to buildable lots. These two lots have a temporary silt basin constructed on them that was intended to remain only until the development was nearly developed, which it is. The Erosion Control (SWPPP ) permit is in the process of being closed by NDEE once the HOA signs the final form. The property owner of the two lots installed the plug and the city completed removal of the plug in the storm sewer to allow flow in the storm sewer.
City Park Development on Neumeyer Property	090034	Administration	Julie Ogden	General Engineering	Pending Project	DLR Agreement was approved at the February Meeting. Next step is to create a stakeholders group and start the process of determining what features should be included and fundraising needs. JEO will coordinate/lead the stakeholders group and assist DLR in getting the information they need to complete their work. <b>Project was put on hold at the April meeting with updates monthly on when it should resume.</b>
Bennington High School Parking Lot and Building Add.	090034	Administration	Tyler Hevlin	General Engineering	Under Construction	The School District is progressing with a new parking lot for the high school and a building addition to the high school. The interlocal agreement between the School District and the City has been approved by both parties. Work on 168th street at the High School is complete. Engineer for the school was notified in late December about some erosion control concerns with the site. <b>Work is continuing.</b>
Pedestrian Access from Logemann Park Lot to the Ballfields	090034	Administration	Julie Ogden	General Engineering	Under Construction	The city has installed the ditch crossing (CMP, soil fill and rock surfacing) and JEO has reviewed it. John and Julie will discuss how best to direct users on parking in this lot. (power poles like other lots or posts) <b>OPPD will be providing the city with old power poles from the 156th Street project for use in layout in parking lot. The goal is to have these in place in late June (pending when the poles show up. We will need to add some signs as well to the lot ("no parking").</b>
Street CIP	090034	Administration	Tyler Hevlin	General Engineering	Provided to the City	Provided the city an overall street CIP plan for all street issues (known at the time in May 2016); included 1&6 Year Road Program projects (from 2016); 2 of the projects were completed in fall 2016; 2017 1&6 Year Road Program has been completed and approved at the February City Council Meeting. With recent passage of LB82, the 1 & 6 year plan will now be adopted at the same meeting as the city budget. The 1 & 6 year plan will be prepared and presented it to council at the September Meeting annually. <b>An updated CIP should be considered for updates in 2020 since 156th Street will be under construction and to include any ASIP projects.</b>
2019 Road Improvements	090034	WIG	Julie Ogden	General Engineering	Warranty Period	Asphalt Overlay work is complete and warranty expires in <b>December 2020.</b> The microsurfacing work is completed. Warranty expires in <b>November 2020.</b>
Bennington Road Sidewalk	090034	WIG	Julie Ogden	General Engineering	Warranty Period	The project is complete and the seeding is coming in nicely. This project will be monitored for any warranty items through <b>July 2020. John and Julie will review this project in June 2020 and coordinate work (if any) with contractor.</b>



Project	JEO Project No.	JEO Department Leading Project	Assigned To	Contract Executed	Status	Update Comments From Previous Month
Logemann Park Improvements	172105	WIG	Julie Ogden	General Engineering	Warranty Period	Construction is completed Warranty expires in November 2020. We will work with John B to monitor the seed growth and any ponding around the lot in the spring. These items would be addressed under the 1 year warranty which extends to November 2020. The BAL completed some grading/clean up work on the ditch between the lot and the ballfields. That area should be seeded in the spring (if it hasn't been already) and should make installing a crossing (pedestrian) a lot easier.
McGregor Brae subdivision	090034	Administration	Tyler Hevlin	General Engineering	Warranty Period	This subdivision is complete and will be monitored for warranty items. Warranty expires in June 2020. John and Julie will review this project in June 2020 and coordinate work (if any) with developer.
Alley Improvements - Between Stark and Alley Streets, south of Bennington Road	090034	Administration	Tyler Hevlin	General Engineering	On Hold - Per City	JEO has developed a petition and an exhibit for the City to disperse to the parcel owners along the Stark-Allen Alley. The exhibit included approximate construction costs that would be assessed to the various lots. The petition and exhibit has been provided to the City for their use. JEO was asked to review the short-term solutions of the rehabilitation of the alleys. A summary email was provided to Mayor John.
Aquatic Facility	090034	WIG	Tyler Hevlin	Yes	On Hold - Per City	A study was completed and presented to council. Until funding is available, the project is on hold.
CW Haden parking issue	090034	Transportation	Evan Wickersham	General Engineering	On Hold - Per City	JEO has prepared three (3) conceptual layouts and presented to the Mayor John. On hold until further notice.
Vermont Street Improvements	0900034	Administration	Tyler Hevlin	General Engineering	On Hold - Per City	Mayor John has inquired what possibilities exist for improvements to Vermont Street. JEO informed Mayor John of history related to improvements completed 8-10 years ago, and attempts to create a street improvement district. JEO has advised that installing millings is not desirable as the City will struggle maintaining them in the future with their equipment. Discussion is still open, but looking for opportunities to grade and add aggregate to street as a part of another future project.
Old Elementary School Site in Heritage	090034	Administration	Julie Ogden	General Engineering	On Hold - Waiting on Applicant	A meeting was held with a potential developer for this lot.