

ITEM #2 Consent Agenda

City of Bennington
City Council / School Board Meeting Minutes
Monday, July 13, 2020; 5:00 p.m.
Community Room, 15505 Warehouse St.
Bennington, NE
402-238-2375

Call to Order - Roll Call – Open Meetings Act

City of Bennington Mayor Matt John called the special meeting to order on Monday, July 13, 2020 at 5:00 p.m. In attendance were City Council members Kaye Bridgeford, Matt John, Zac Johns, Shane Pekny, and Jody Stier. School Board members Mark Byars, Darren Siekman Brad Renter, Valerie Calderon, Kara Heuwerth and Superintendent Terry Haack, City Engineer Tyler Hevlin, City Clerk Mindi Laaker, District Secretary Jodi McCoy, Police Chief Drew Hilscher AND City Attorney Jeff Miller.

Topics discussed were as follows:

- Future School Facilities, Site Map and Growth Projections;
- School District's Return to Learn Plan;
- 156th Street Project Update;
- City Developments, Newport Vista and Kempton Creek; and
- Logemann Park Development Plan.

Adjourn

The meeting was adjourned at 6:00 p.m.

City of Bennington
City Council Meeting Minutes
Monday, July 13, 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, July 13, 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. June 8, 2020 City Council Meeting Minutes
- B. June 2020 Bills Paid
- C. Keno Receipts: June 8.75%: \$2,555.18

BILLS PAID IN JUNE

CITY

NEBRASKA DEPT OF REVENUE	1,032.26
MINDI LAAKER	513.13
MUD	62.10
NEBRASKALAND NATIONAL BANK	8,350.64
EDWARD JONES	1,279.50
U.S. DEPT OF TREASURY	3,759.70
MINDI LAAKER	1,390.85
JENNIFER RAUSCHER	368.91
POSTMASTER	110.00
COX BUSINESS SERVICES	168.61
GREAT AMERICA FINANCIAL SERVICE	75.35
JEO CONSULTING	4,548.75
JOHN W ROKES	120.00
PRESTO-X	10.50
ELITE WINDOW CLEANING	42.50

BANK OF BENNINGTON	49,260.00
YOUNG & WHITE LAW OFFICES	2,326.05
OFFICE DEPOT	104.20
U.S. DEPT OF TREASURY	4,169.48
EDWARD JONES	1,333.66
MINDI LAAKER	1,390.84
JENNIFER RAUSCHER	380.78
DOUGLAS COUNTY POST GAZETTE	551.88
ELITE WINDOW CLEANING	60.00
FILTER SHOP	3.63
RELIANCE STANDARD	116.24
UHS PREMIUM BILLING	983.47
OPPD	352.48
PLIC -SBD GRAND ISLAND	35.82
RURAL FIRE DISTRICT	32,500.00
CITY TOTAL	115,401.33

SEWER

ONE CALL CONCEPTS	148.01
PEOPLE SERVICE	1,175.00
SEWER TOTAL	1,323.01

LIBRARY

BAKER & TAYLOR	391.91
FINDAWAY WORLD, LLC	39.98
INGRAM	422.35
MUD	144.90
LYNN BARNA	40.63

DALENE CLARK	361.18
HEIDI CURZON	282.85
LISA FLAXBEARD	1,215.67
JOANNE MANCUSO	272.09
COX BUSINESS SERVICES	180.00
DEE CLARK	13.25
ALL MAKES OFFICE EQUIPMENT CO.	99.70
HEIDI CURZON	28.26
PRESTO-X	21.00
SAM'S CLUB	423.99
ELITE WINDOW CLEANING INC.	127.50
AMAZON CREDIT PLAN	354.29
LYNN BARNA	76.19
DALENE CLARK	346.23
HEIDI CURZON	524.49
LISA FLAXBEARD	1,215.65
JOANNE MANCUSO	417.11
BAKER & TAYLOR	358.97
BOUND TO STAY BOUND BOOKS, INC.	39.27
ELITE WINDOW CLEANING INC.	140.00
FILTER SHOP	18.01
RELIANCE STANDARD	103.30
UHS PREMIUM BILLING	932.94
OPPD	138.60
PLIC -GRAND ISLAND	35.82
LIBRARY TOTAL	8,766.13

POLICE

COX BUSINESS SERVICES	153.40
MUD	270.90
VERIZON	250.26
TRAVIS HERBOLSHEIMER	1,352.38
ANDREW HILSCHER	2,027.24
DONALD MCGUIRE	97.93
DANIEL STOCKER	1,708.48
MARK SUNDERMEIER	336.19
CULLIGAN OF OMAHA	11.00
CUBBY'S	393.60
MID-STATES ORGANIZED CRIME INFO CENTER	50.00
PRESTO-X	37.00
SHEA DEGAN	532.36
TRAVIS HERBOLSHEIMER	1,352.38
ANDREW HILSCHER	2,027.24
DONALD MCGUIRE	186.95
DANIEL STOCKER	1,543.37
MARK SUNDERMEIER	140.54
TREVOR THRASHER	527.42
DAN STOCKER	37.18
COAST TO COAST SOLUTIONS	635.04
DIGITAL ALLY	460.00
FILTER SHOP	3.22
GREAT PLAINS UNIFORMS, LLC.	358.00
RELIANCE STANDARD	182.29
UHS PREMIUM BILLING	3,294.03

OPPD	294.46
PLIC -GRAND ISLAND	243.62
POLICE TOTAL	18,506.48

PARKS

JOHN BOHRER	28.98
COX BUSINESS SERVICES	31.94
HOME DEPOT CREDIT SERVICES	307.32
LAWNGEVITY LAWN AND TREE CARE	375.00
MUD	160.10
VERIZON	21.64
JOHN BOHRER	984.54
STUART ELLISON	235.48
JACOB HYTREK	462.59
NATHAN JOHNSON	674.72
MEADE LAAKER	619.70
CULLIGAN OF OMAHA	5.50
CUBBY'S	53.43
KNUDSEN OIL & FEED	214.70
PRESTO-X	5.25
KUBOTA OF OMAHA	44.66
LITTLE ENGINES	43.16
JOHN BOHRER	924.16
STUART ELLISON	526.20
NATHAN JOHNSON	847.41
MEADE LAAKER	921.61
JACOB HYTREK	608.49

JOHN BOHRER	40.31
RELIANCE STANDARD	142.98
THREE B'S SAW & TOOL, INC.	12.00
MENARDS	276.23
PORT A JOHNS INC.	50.00
UHS PREMIUM BILLING	573.85
OPPD	495.66
PLIC -SBD GRAND ISLAND	35.83
PARKS TOTAL	9,723.44

STREETS

JOHN BOHRER	28.98
COX BUSINESS SERVICES	31.95
HOME DEPOT CREDIT SERVICES	128.35
MUD	98.00
VERIZON	21.64
MICHAEL TODD & COMPANY	409.24
CULLIGAN OF OMAHA	5.50
CUBBY'S	53.46
JEO CONSULTING	6,051.25
KNUDSEN OIL & FEED	68.68
PRESTO-X	5.25
YOUNG & WHITE LAW OFFICES	4,313.75
KUBOTA OF OMAHA	11.16
LITTLE ENGINES	10.78
UNIQUE PAVING MATERIALS	1,288.10
JOHN BOHRER	40.32

MENDARDS	33.05
UHS PREMIUM BILLING	573.85
OPPD	4,775.00
STREETS TOTAL	17,948.31

TOTAL OF ALL BILLS 171,668.70

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

Special Fence Permit Application, Brian Marron – 10201 N. 152 Ave. The Heritage

A motion to approve was made by Johns and there was no second. Motion failed. Marron was informed to locate the property pins and work with the City for permit approval per the fence regulations.

Event Application/Street Closure 6 a.m. – 4 p.m. Sun., Sept. 6, 2020 Midwest Early Corvette Club Car Show

MECC Representative Doyle presented Mayor John with a \$500 donation from last year's show and explained the application.

Motion by John, second by Johns to approve the application as presented, subject to compliance with the then current DHHS Directed Health measure Order for Douglas County, which could require cancellation. All voted in favor and the motion carried.

2021 Fireworks Permits – Bennington Jaycees and America Legion Post #266

Motion by Bridgeford, second by Pekny to approve both permits for 2021. All voted in favor and the motion carried.

Christianson Trash Payment for Services

Motion by John, second by Johns to approve a \$2,750 payment to Christianson Trash as compensation for services. All voted in favor and the motion carried.

Bennington 156th Street Project

A. Nebraska Department of Transportation Invoice - N/A

B. Project Schedule Update and Project Tracker - Focus is on the school parking lot and bus loop and accommodating the school's start date. A closure on 156th Street is coming soon and both Bennington Road and 156th Street could be closed for 1-2 weeks.

C. Motion by Pekny, second by Bridgeford to approve Invoice No. 117184 to JEO Consulting Group for \$8,100.00. All voted in favor and the motion carried.

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

The real estate and City revenues were discussed anticipating a cash purchase.

Motion by Johns, second by Stier to authorize the negotiation of a proposed Donation and Purchase Agreement. All voted in favor and the motion carried.

Pedestrian/Traffic Discussion on North Molley and Stark Streets

Motion by Pekny, second by Johns to approve Resolution 2020-09 reducing the speed limit on North Molley Street from the intersection with North Stark Street and north to the entrance of Prairie Hollow to 15 miles per hour. All voted in favor and the motion carried.

Ratification of all Actions taken by the Mayor and City Council of the City of Bennington during the City Council Meetings of April 13, May 11 and June 8, 2020, which were held via Electronic and Telephone Conferences Pursuant to the Nebraska Governor's Executive Orders No. 20-03 and No. 20-24.

Motion by Bridgeford, second by Johns to approve the ratification. All voted in favor and the motion carried.

Bennington General Engineering

Motion by Bridgeford, second by Johns to approve Invoice No. 117185 to JEO Consulting Group for \$2,890.00. All voted in favor and the motion carried.

Library Report

Library Board President Sharlene Rapp discussed preliminary plans for reopening the Library.

Police Report

Motion by Pekny, second by Bridgeford to approve Interlocal Cooperation Agreement for Douglas Sarpy Mutual Aid. 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.

Adjourn

Motion by Bridgeford, second Pekny to adjourn the meeting at 7:45 p.m. All voted in favor and the motion carried.

BILLS PAID IN JULY**CITY**

18298	ANDREW HILSHER	49.95	
18303	ALL MAKES OFFICE EQUIPMENT CO.	208.56	
18308	PRESTO-X	10.50	
AUTO	NEBRASKA DEPT OF REVENUE	1,083.09	
AUTO	NEBRASKA WORKFORCE DEVELOPMENT	137.90	
AUTO	EDWARD JONES	1,307.00	
AUTO	U.S. DEPT OF TREASURY	3,721.20	
DD	MINDI LAAKER	1,390.85	GROSS 2079.32
DD	JENNIFER RAUSCHER	378.31	GROSS 482.10
18313	COX BUSINESS SERVICES	165.74	
18321	MUD	62.10	
18322	PETTY CASH	118.83	
18325	CHRISTIANSON TRASH	2,750.00	
18326	JEO CONSULTING, INC.	2,890.00	
18332	GREAT AMERICA FINANCIAL SERVICE	75.35	
AUTO	EDWARD JONES	1,287.05	
AUTO	U.S. DEPT OF TREASURY	3,709.44	
DD	MINDI LAAKER	1,390.84	GROSS 2079.32
DD	JENNIFER RAUSCHER	531.98	GROSS 686.99
18347	YOUNG & WHITE LAW OFFICES	5,384.90	
18348	UHS PREMIUM BILLING	1,141.27	
18349	PLIC -GRAND ISLAND	35.82	
18350	OPPD	353.23	
18352	BERGANKDV	1,541.00	
18353	ELKHORN GLASS	295.00	
	CITY TOTAL	30,019.91	

SEWER

18341	PEOPLE SERVICE	1,175.00	
18361	CITY OF OMAHA	6,490.00	
18359	SID 531	1,894.00	
18360	SID 544	947.00	
	SEWER TOTAL	10,506.00	

LIBRARY

18299	HEIDI CURZON	32.95	
18300	JOANNE MANCUSO	131.19	
18304	COX BUSINESS SERVICE	75.69	
18305	EAKES OFFICE SOLUTIONS	79.44	
18306	INGRAM	219.32	
18308	PRESTO-X	21.00	
DD	LYNN BARNA	124.44	
DD	DALENE CLARK	368.64	GROSS 415.89
DD	HEIDI CURZON	512.46	GROSS 563.63
DD	LISA FLAXBEARD	1,215.67	GROSS 1753.29
DD	JOANNE MANCUSO	381.13	GROSS 466.99
18312	ALL MAKES OFFICE EQUIPMENT CO.	186.58	GROSS 186.58
18313	COX BUSINESS SERVICE	180.00	
18317	NEBRASKA LIBRARY ASSOCIATION	190.00	
18318	RECORDED BOOKS INC.	100.00	
18320	SAM'S CLUB/SYNCHRONY BANK	275.80	
18321	MUD	144.90	
18323	LISA FLAXBEARD	25.96	
18327	BAKER & TAYLOR BOOKS	208.41	
18329	SAM'S CLUB MC/SYNCB	166.27	
18331	CITY OF GRAND ISLAND	808.00	
18333	INGRAM	154.95	
18336	NEBRASKA LIFE	42.00	
DD	LYNN BARNA	109.21	GROSS 118.25
DD	HEIDI CURZON	267.65	GROSS 290.25
DD	DALENE CLARK	420.45	GROSS 475.91
DD	LISA FLAXBEARD	1,215.67	GROSS 1753.29
DD	JOANNE MANCUSO	364.44	GROSS 446.08
18337	AMAZON CREDIT PLAN	248.22	
18339	BAKER & TAYLOR BOOKS	152.89	
18345	RECORDED BOOKS INC.	400.00	
18348	UHS PREMIUM BILLING	1,097.75	
18349	PLIC -SBD GRAND ISLAND	35.82	
18350	OPPD	138.60	
18355	DESIGN 4	475.00	
	LIBRARY TOTAL	10,570.50	

	<u>POLICE</u>		
18298	ANDREW HILSCHER	172.94	
18307	CHIEF TIM LARDINO, PCAN TREASURER	20.00	
18308	PRESTO-X	37.00	
18310	VERIZON	250.02	
DD	SHEA DEGAN	89.03	GROSS 96.40
DD	TRAVIS HERBOLSHEIMER	1,352.38	GROSS 1760.00
DD	ANDREW HILSCHER	2,027.25	GROSS 2942.31
DD	DANIEL STOCKER	1,543.36	GROSS 2240.00
DD	MARK SUNDERMEIER	97.93	GROSS 106.04
18314	CULLIGAN OF OMAHA	11.00	
18321	MUD	270.90	
18324	TRAVIS HERBOLSHEIMER	1,098.00	
18328	COX BUSINESS SERVICES	151.77	
DD	TRAVIS HERBOLSHEIMER	1,352.38	GROSS 1760.00
DD	ANDREW HILSCHER	2,027.23	GROSS 2942.31
DD	DONALD MCGUIRE	133.53	GROSS 144.60
DD	DANIEL STOCKER	1,543.38	GROSS 2240.00
18348	UHS PREMIUM BILLING	3,874.49	
18349	PLIC -SBD GRAND ISLAND	243.62	
18350	OPPD	335.43	
18351	CUBBY'S	559.43	
18356	VERIZON	251.93	
	POLICE TOTAL	17,443.00	

<u>PARKS</u>		
18297	WOODHOUSE	28,526.00
18301	ARBOR DAY FOUNDATION	15.00
18304	COX BUSINESS SERVICES	31.94
18308	PRESTO-X	5.25
18309	STRATEGIC ELECTRIC GROUP, LLC.	112.50
18310	VERIZON	21.64
18311	A PURFECT DREAMSCAPE	225.00
DD	JOHN BOHRER	872.42
		GROSS PARKS 749.96
		GROSS STREETS 999.93
DD	STUART ELLISON	317.90
DD	JACOB HYTREK	432.06
		GROSS PARKS 368.15
		GROSS PARKS 293.29
		GROSS STREETS 227.80
DD	NATHAN JOHNSON	627.63
		GROSS PARKS 416.88
		GROSS STREETS 329.88
DD	MEADE M LAAKER	707.52
		GROSS PARKS 652.00
		GROSS STREETS 172.00
18314	CULLIGAN OF OMAHA	26.00
18316	LITTLE ENGINES	62.38
18319	ROB'S OIL COMPANY, INC.	194.88
18321	MUD	160.10
18330	GRAINGER	251.50
18334	LITTLE ENGINES	113.77
18335	MENARDS	511.47
DD	JOHN BOHRER	932.80
		GROSS PARKS 811.55
		GROSS STREETS 938.34
DD	JACOB HYTREK	477.36
		GROSS PARKS 324.62
		GROSS STREETS 256.28
DD	NATHAN JOHNSON	784.50
		GROSS PARKS 496.63
		GROSS STREETS 456.75
DD	MEADE LAAKER	596.73
		GROSS PARKS 540.00
		GROSS STREETS 144.00
18338	BENNINGTON AUTO SALE	102.50
18340	GRAINGER	143.13
18342	HUGHES MULCH PRODUCTS, LLC.	3,500.00
18343	MICHAEL TODD & COMPANY	692.21
18344	PORT A JOHNS INC.	100.00
18346	TRADE WELL PALLET, INC.	1,350.00
18348	UHS PREMIUM BILLING	675.79
18349	PLIC -SBD GRAND ISLAND	35.83
18350	OPPD	578.09
18351	CUBBY'S	123.73
18354	COX BUSINESS SERVICES	63.89
18356	VERIZON	21.97
18357	HOME DEPOT CREDIT SERVICES	308.04
	PARKS TOTAL	43,701.53

	<u>STREETS</u>	
18297	WOODHOUSE	28,526.00
18302	A PURFECT DREAMSCAPE	150.00
18304	COX BUSINESS SERVICES	31.95
18308	PRESTO-X	5.25
18310	VERIZON	21.64
18314	CULLIGAN OF OMAHA	26.00
18315	DOUGLAS COUNTY TREASURER	2,186.22
18316	LITTLE ENGINES	15.59
18319	ROB'S OIL COMPANY, INC.	194.87
18321	MUD	98.00
18326	JEO CONSULTING, INC.	8,100.00
18330	GRAINGER	251.50
18334	LITTLE ENGINES	28.45
18335	MENARDS	511.48
18338	BENNINGTON AUTO SALE	102.50
18346	TRADE WELL PALLET, INC.	450.00
18348	UHS PREMIUM BILLING	675.79
18350	OPPD	4,761.75
18351	CUBBY'S	62.06
18356	VERIZON	21.97
18357	HOME DEPOT CREDIT SERVICES	308.04
	STREETS TOTAL	46,529.06

CITY	30,019.91
SEWER	10,506.00
LIBRARY	10,570.50
POLICE	17,443.00
PARKS	43,701.53
STREETS	46,529.06
TOTAL OF ALL BILLS	158,770.00

ITEM #3

JDUB's Event Application

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

MJW Enterprises LLC dba J DeB's Hangout Bar & Grill
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

15408 S 2nd St
Retail Liquor License Address or Non-Profit Business Address

121099
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 8/29/2020

Event Start Time(s): 11:00 AM

Event End Time(s): 12:00 M. night

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: _____

Event Street Address/City: _____

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 150 X 300 (Diagram Form #109 must be attached)

Type of Event: Turtle Races Estimate # of attendees: 200

Type of alcohol to be served: Beer X Wine X Distilled Spirits X
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Jim West Event Contact Phone Number: 402 670 3675

Event Contact Email: jaubshangout@gmail.com

*Signature Authorized Representative: Melissa D. West Printed Name Melissa D. West
I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ OR County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

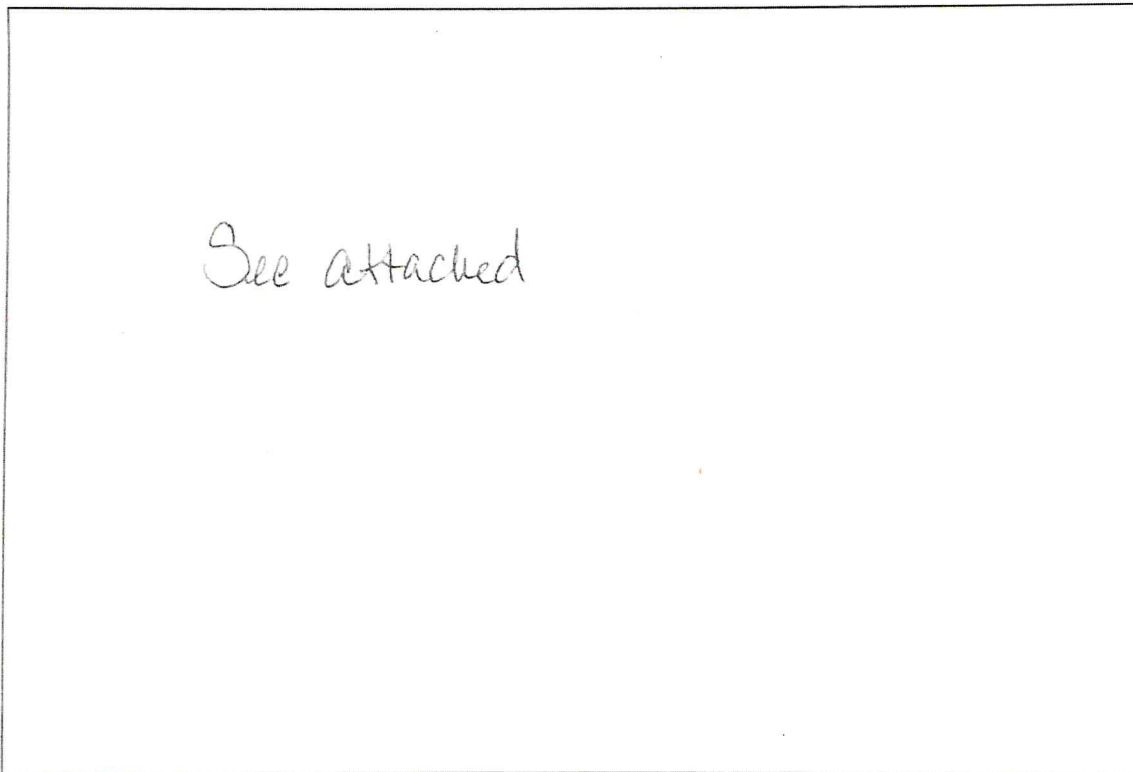
Date

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Security/Bouncers

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



Google Maps 15408 S 2nd St



Map data ©2020, Map data ©2020 5 m

City of Bennington

238-2375
STREET CLOSING OR EVENT
PERMIT APPLICATION

Bennington, NE

1. Name of event/activity Turtle Races
2. Date(s) of event: 8/29/2010
3. Description of event: Turtle Races
4. Name of entity and/or person requesting permit: JDUB's Hangout
5. Phone number & name of contact person: James West 402-670-3675
6. Event Location: JDUB's Hangout Patio + Grass lot next door
(be specific-include location of sidewalks or streets upon which the event will be held)
7. Will event need street(s) closed? No
8. If street(s) need to be closed, what is the purpose of the closing? _____
9. If street(s) need to be closed, which streets? _____
10. Hours of the event or street closing: Noon to Midnight
11. Estimated number of people attending the event: 200
12. Parking accommodations/needs: N/A
13. Describe the sanitation and other health facilities that will be available to persons attending the event: there will be trashcans around the lot
14. If street closing is necessary, event owner will need to secure barricades-notify City Office (238-2375) when this is completed: _____
(Date City Office Notified)
15. It is the event owner's responsibility to notify adjacent property owners and secure their approval. Notify City Office (238-2375) when this is complete: _____
(Date City Office Notified)
16. A Certificate of Liability Insurance naming the City of Bennington as additionally insured in the amount of \$1,000,000 is required. Present the Certificate of Insurance to the City Office before the event date: _____
(Date Insurance Certificate presented to the City of Bennington)

Event approval dates:

Council: _____

Police Dept: _____

Maintenance Dept: _____

Fire Dept: _____

This area for City Office Use

Applicable Fees:

\$50 per application

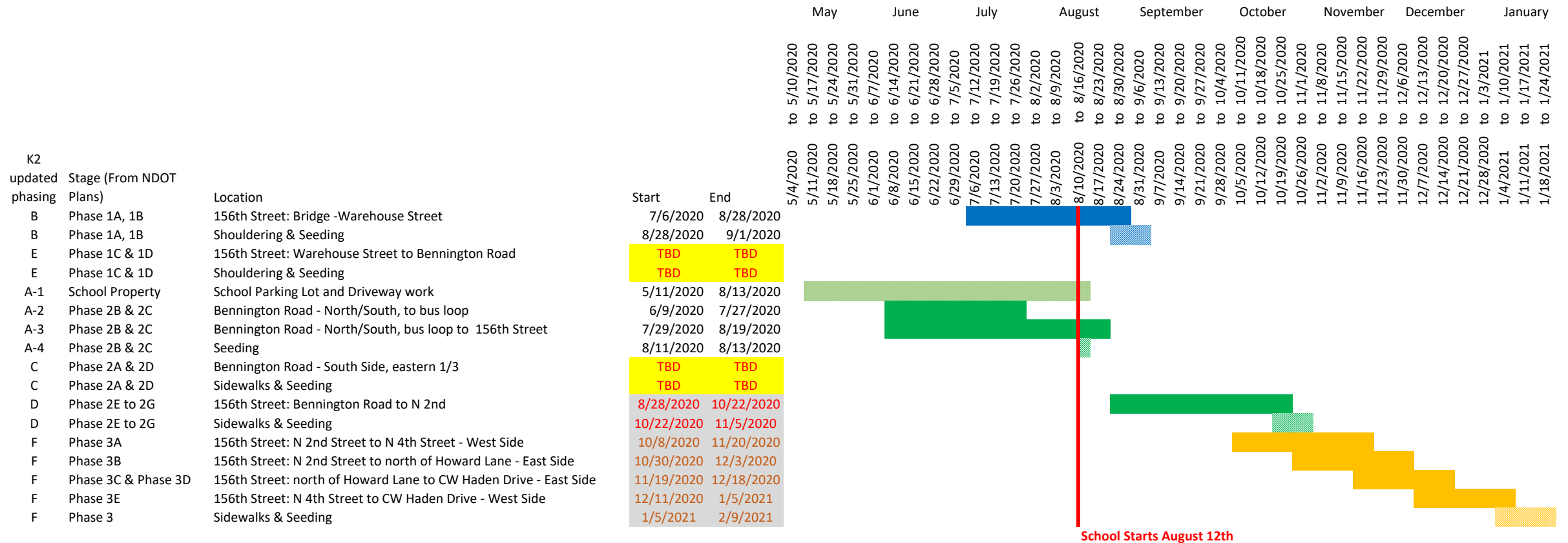
\$10 per block

ITEM #4

156th Street Project

Bennington 156th Street Project Schedule (as of 8-3-2020)

CN 22233, Project Number STPC-3805(5)



School Starts August 12th

LEGEND:



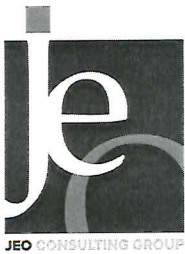
Work that includes the appropriate roadway closure for that phase



Work that is completed behind the curb with the adjacent roadway open to traffic



Work that is being completed on school property without any road closures



Invoice

July 9, 2020

Project No: R050728.00

Invoice No: 117808

Invoice Amount: 8,401.25

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 July 3, 2020

- Progress meeting attendance and note preparation, site visits to review progress, preparation of public information sheets for city website, utility coordination

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly Phase(s)					
Study and Report			\$60,340.50	\$60,340.50	0.00
Administration and Assistance			\$30,866.25	\$22,465.00	\$8,401.25
Condemnation Hearing Services			\$2,606.25	\$2,606.25	0.00
Construction Staking for Utility Relocations			\$3,703.75	\$3,703.75	0.00
Total			\$97,516.75	\$89,115.50	\$8,401.25
Total Amount Due Upon Receipt					\$8,401.25

	Current	Prior	Total
Billings to Date	8,401.25	89,115.50	97,516.75

Outstanding Invoices

Number	Date	Balance
117184	6/3/2020	8,100.00
Total		8,100.00

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

Billing Backup

Thursday, July 9, 2020

JEO Consulting Group, Inc.

Invoice <Draft> Dated 7/9/2020

9:43:15 AM

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

Hours this Invoice

		Hours		Amount
63 - Borchers, Julie	6/1/2020	.50	185.00	92.50
review and emails on new phasing plan				
63 - Borchers, Julie	6/2/2020	3.25	185.00	601.25
progress meeting, update site visit notes				
63 - Borchers, Julie	6/3/2020	1.00	185.00	185.00
project tracker				
63 - Borchers, Julie	6/4/2020	2.50	185.00	462.50
site visit to 156th Street				
63 - Borchers, Julie	6/5/2020	1.00	185.00	185.00
items related to school's questions/concerns				
63 - Borchers, Julie	6/8/2020	1.00	185.00	185.00
63 - Borchers, Julie	6/9/2020	2.75	185.00	508.75
63 - Borchers, Julie	6/10/2020	1.00	185.00	185.00
address calls on traffic issues on road closure and enter notes in log				
63 - Borchers, Julie	6/11/2020	3.25	185.00	601.25
63 - Borchers, Julie	6/15/2020	1.50	185.00	277.50
answering questions and passing along comments to contractor. update environmental commitments table and provide to NDOT for their records.				
63 - Borchers, Julie	6/16/2020	2.25	185.00	416.25
63 - Borchers, Julie	6/17/2020	.25	185.00	46.25
request updated schedule and subcontractor inforamtion				
63 - Borchers, Julie	6/19/2020	2.50	185.00	462.50
63 - Borchers, Julie	6/22/2020	2.00	185.00	370.00
update schedule and draft June project status update page for city website.				
63 - Borchers, Julie	6/23/2020	3.00	185.00	555.00
attend weekly progress meeting, project information sheet review				
63 - Borchers, Julie	6/24/2020	.75	185.00	138.75
email to UPN and coordinate with Alyssa on public information sheet				
63 - Borchers, Julie	6/29/2020	2.00	185.00	370.00
create prgress meeting agenda, review with Ty, update project notes				
63 - Borchers, Julie	6/30/2020	2.75	185.00	508.75
63 - Borchers, Julie	7/1/2020	1.50	185.00	277.50
emails on project, type up meeting notes and sign in sheet				
63 - Borchers, Julie	7/2/2020	.50	185.00	92.50
complete and send out meeting notes				
102 - Hevlin, Tyler	6/25/2020	2.50	260.00	650.00
on site				
102 - Hevlin, Tyler	6/30/2020	1.50	260.00	390.00
progress mtg				
37 - Slattery, Kari	6/22/2020	2.50	120.00	300.00
Map				
37 - Slattery, Kari	6/24/2020	1.00	120.00	120.00
Project map				
84 - Tenorio, Alyssa	6/22/2020	1.75	120.00	210.00
Updating construction notice for 156th Street project in Bennington				
84 - Tenorio, Alyssa	6/23/2020	1.25	120.00	150.00
Updates to construction notice				
84 - Tenorio, Alyssa	6/24/2020	.50	120.00	60.00

Project	R050/28.00	Bennington 156th Street Administration	Invoice	117800
<hr/>				
Final revisions for Bennington notice				
Totals		46.25	8,401.25	
Total Labor				8,401.25
Total this Phase				\$8,401.25
Total this Project				\$8,401.25
Total this Report				\$8,401.25

Bennington 156th Street Project Tracker



Aug-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. A hearing date has not been set yet on this.
Utility Relocations - Century Link			1/20/2020		Complete	A contractor for CenturyLink has indicated they are going to start relocation work soon and requested staking information to complete that work. It is my understanding that CenturyLink relocation work is completed except for concurrent work items on future phases.
Utility Relocations - MUD			3/15/2020		Complete	A contractor for MUD has started the waterline relocation work for the watermain and service connection. MUD's work is completed except for paving the last few patches and coordination with the contractor on inlets that require minor adjustment.
Utility Relocations - OPPD			6/1/2020		Under Construction	OPPD has the lines/poles on 156th Street between bridge and Bennington Road out of the way. The plans for the relocation to underground lines along school on 156th should be done soon and the work will take about 3 to 4 weeks after that to complete. Work on Bennington Road (excepting poles at the intersection) should be done.
Utility Relocations - Cox			6/1/2020		Complete	Cox relocation work is completed
Utility Relocations - Unite Private Network			6/1/2020		Complete	UPN work for relocation is completed but some minor adjustments may be needed at inlets.
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. 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. Mindi requested a status update last week on this.
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. Payment from the school has been received. 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).
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 noon starting May 12th.

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)
Construction Progress	NDOT		4/1/2020	1/4/2020	On-Going	<p>SCHOOL SITE: North lot is done and school is using parts for parking. Driveway and access to school doors has been poured and should be available for use the first day of school. Grading on the south lot has started and pours are planned prior to school opening.</p> <p>BENNINGTON ROAD: The section to the west is open for school use (and access to Hickey Field). The WB lane on Bennington road from intersection to prior pour will be poured on 8/5 and the EB lane is planned for a pour on 8/10. The driveways and parking should be done by 8/20 or so (all dates pending weather).</p> <p>156TH STREET: The utilities are out of the way and work on the storm sewer is going on. The sanitary work by the library is completed. As of now, the contractor plans to pave 156th between the bridge and Warehouse on or about 8/20. The street between Warehouse and Bennington Road may close once the storm sewer work is done in this section to keep that moving. Proper access for Anytime Fitness needs to have proper access for this to happen. Contractor and Owner of Anytime Fitness have been working together on this.</p>

ITEM #5

Acquisition of Real Estate

CITY OF BENNINGTON, NEBRASKA

RESOLUTION NO. 2020-10

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BENNINGTON, NEBRASKA, ACCEPTING A DONATION AND CONVEYANCE OF REAL PROPERTY FROM PAPIO VALLEY HERITAGE, LLC, AGREEING TO ACCEPT AND USE THE REAL PROPERTY FOR CITY RECREATION, PARKS, SPORTS, AND YOUTH ATHLETIC FACILITIES AND APPURTENANCES, AND AGREEING TO A DONATION AGREEMENT AND AUTHORIZING THE EXECUTION OF THE SAME.

WHEREAS, Papio Valley Heritage, LLC (“Donor”) is the owner of the real estate consisting of 50.097 acres as more specifically shown and described in the attached Exhibit “A” and the Donor is willing to sell to the City 30 acres thereof for the fair market price of \$300,000.00 and to give and donate to the City the remaining 20.097 acres (“Donated Property”); and

WHEREAS, the Donor’s selling of such 30 acres and its donation of the Donated Property will allow the City to expand and enlarge its City recreation, parks, sports, and youth athletic facilities and without the Donor’s donation of the Donated Property the City would not be financially able to acquire any of such property; and

WHEREAS, the Donor and the City desire to specify in writing via a Donation Agreement the agreed terms of the Donor’s donation and the City’s acceptance thereof.

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

RESOLVED, that the Mayor and City Council accept the generous donation of the Donated Property by the Donor; agree to accept and use the Donated Property for City recreation, parks, sports, and youth athletic facilities and related appurtenances as set forth in the Donation Agreement between the City and the Donor dated August 10, 2020; agree to the terms and conditions of the Donation Agreement; authorize the Mayor, City Clerk, and/or City Attorney to execute the same and all other documents associated with and necessary for the successful completion of the conveyance of the Donated Property from the Donor to the City; and authorize the Mayor, City Clerk, and/or City Attorney to complete and execute all Internal Revenue Service documents necessary to recognize the Donor’s donation and gift of the Donated Property as a charitable contribution to the City.

RESOLVED, that no goods or services were received by the Donor in exchange for this contribution.

RESOLVED, that this Resolution and the Donation Agreement shall be binding upon and inure to the benefit of the City's future mayors and councils.

PASSED AND APPROVED this 10th day of August, 2020.

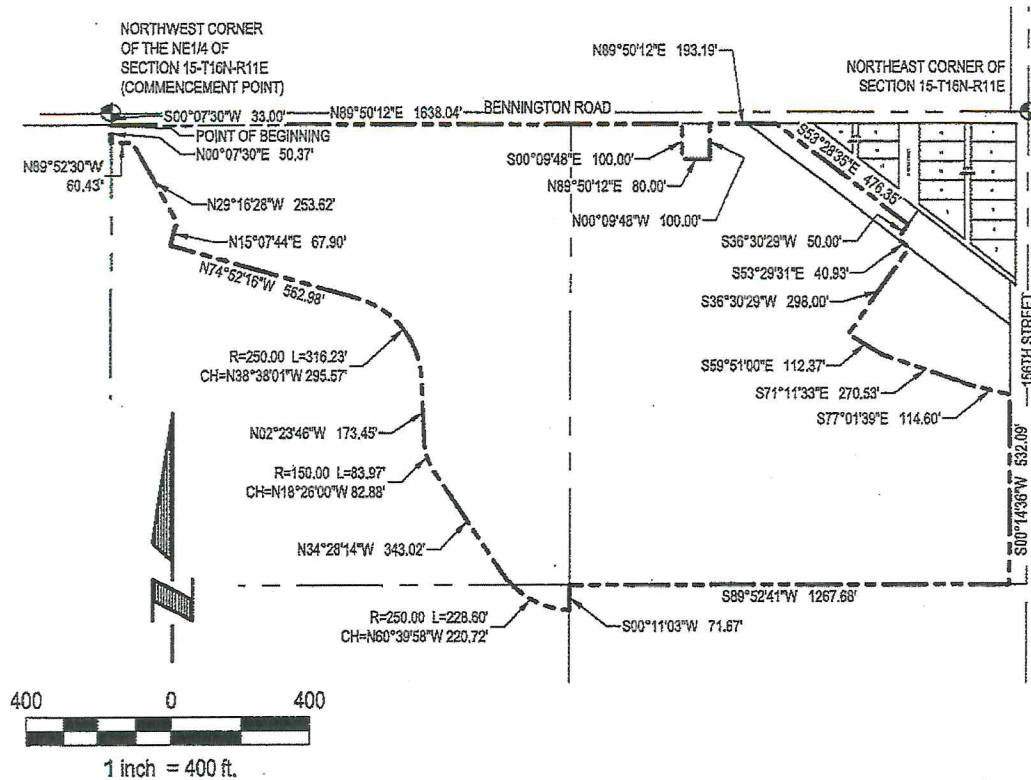
CITY OF BENNINGTON, NEBRASKA

By: _____
Matt John, Mayor

ATTEST:

Mindi Laaker, City Clerk
City of Bennington
15514 Warehouse Street
Bennington, Nebraska 68007
402-238-2375

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

10009 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3609

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

DONATION AGREEMENT

This DONATION AGREEMENT is made and entered into by and between PAPIO VALLEY HERITAGE, LLC, a Nebraska limited liability company ("Donor") and the CITY OF BENNINGTON, NEBRASKA, a municipal corporation and a political subdivision of the State of Nebraska ("City").

WITNESSETH:

WHEREAS, the City is a municipality of the State of Nebraska and the Donor's donation and contribution hereinafter provided for will constitute a "charitable contribution" as provided in Internal Revenue Code § 170(c)(1); and

WHEREAS, the Donor is the owner of the real estate consisting of approximately 50.097 acres as is more specifically shown and described in the attached Exhibit "A" ("Entire Property") and the Donor is willing to sell 30 acres of the Entire Property to the City for the total sale price of \$300,000.00 ("Sold Property") and to donate to the City the remaining 20.097 acres ("Donated Property"); and

WHEREAS, the Donor's selling of the Sold Property combined with the Donor's donation of the Donated Property will allow the City to expand and enlarge its recreation, parks, sports, and youth athletic facilities and without the Donor's donation of the Donated Property the City would not be financially able to acquire the Entire Property; and

WHEREAS, the Donor and the City desire to specify in writing herein the agreed terms of the Donor's donation and the City's acceptance thereof.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN the Donor and the City as follows:

1. The Donor agrees to donate and convey the Donated Property and to sell and convey the Sold Property to the City via a Warranty Deed to be provided at the time of closing. The date and time of closing shall be in September 2020 and as soon as reasonably possible after the execution hereof, as mutually agreed to by the parties. The Warranty Deed shall convey fee simple title to the Entire Property free and clear of all interests and encumbrances, except those of record or otherwise accepted by the City. The City has knowledge that the Entire Property is subject, or may be subject to an agricultural lease with another party, and the City agrees to assume the same to the extent it may be in force and effect, provided however that any cash rent

payable per the agricultural lease after the closing and through the remainder of 2020 shall be payable to the Donor and shall not be payable to the City.

2. The Donor agrees to donate and convey the Donated Property to the City solely in exchange for the tax advantages that may be derived by doing so. No goods or services were received by the Donor in exchange for this contribution.

3. The Donor's charitable donation to the City is based on the sale of 30 acres of the Entire Property to the City for a total sale price of \$300,000.00, and a charitable donation by the Donor to the City of 20.097 acres, all at a per acre price that will be determined by an independent appraisal to be obtained by the Donor, at the Donor's expense, and prior to closing.

4. The City, as a municipal corporation and a political subdivision of the State of Nebraska, agrees to accept and use the Donated Property for the public uses and purposes hereinafter provided, and the City recognizes the Donor's donation of the Donated Property as a charitable contribution. The City shall complete and execute all Internal Revenue Service documents necessary to recognize the Donor's donation and gift of the Donated Property as a charitable contribution to the City.

5. The City agrees to accept and use the Entire Property for the public uses of City recreation, parks, sports, and youth athletic facilities and related appurtenances. Due to the City's financial limitations, however, the City is not required by this Donation Agreement to initiate the development of the Entire Property for such City recreation, parks, sports, and youth athletic facility uses within any set period or duration of time or years. Instead, the City, within the sole judgment and discretion of its governing body, will initiate and complete the development of the Entire Property for such City recreation, parks, sports, and youth athletic facility uses whenever the governing body may determine that it is fiscally and financially reasonable and responsible to do so, which could in the discretion of the governing body include development in phases and/or implementing improvements one at a time.

6. To honor the Donor and in appreciation of its generous charitable contribution to the City, the following terms are agreed to.

A. The City understands that it is important to the Donor to preserve the history and heritage of the Entire Property and in consideration of the Donor's donation as referenced herein the City agrees that it will either name any park or activity center or building that is to be placed, constructed or erected on the Entire Property after the Neumeyer family,

or that the City will name the recreational and youth sports complex to be developed by the City on the Entire Property after the Neumeyer family.

In conjunction with either such naming events and at the Donor's cost, the Donor shall have the right to erect an announcement type sign, ground monument type sign, entrance type sign, or identification type sign, containing the Neumeyer family facility name. Such a sign will be located and of such a quality and design as mutually agreed to by the Donor and the City.

The City shall not be prevented from allowing any of the other fields, buildings, facilities, or improvements which may be developed on the Entire Property, to be similarly named by any other persons who might make monetary donations or other charitable contributions towards any facilities or improvements within the Entire Property, and the City shall further not be prevented from allowing any other signs or plaques recognizing any other persons who might make monetary donations or other charitable contributions towards any facilities or improvements within the Entire Property.

B. The City further understands that it is important to the Donor that the Entire Property be developed for specific community recreational purposes and in consideration of the Donor's donation as referenced herein the City agrees that it shall create a planning/steering committee to plan and develop the Entire Property for said recreational purposes, and also put in place the long-term management structure for the Entire Property's future operations. Nancy Neumeyer or a member of her immediate family shall be a member of such committee, as well as at least one member of the Board of the Bennington Community Foundation, until such time as the Entire Property has been turned over to its long-term management organization/structure.

C. Further the City agrees that the terms and conditions of this Section 5 shall be included as terms and conditions in the Sale And Purchase Agreement between the Donor and the City, shall also be reservations set forth in the Deed which shall survive closing, and shall run with the land.

7. If, in the opinion of the governing body of the City, all or part of the Entire Property cannot at some time in the future be usefully or practically applied to the above purposes or if the purposes cannot be achieved because of a future change in law or unforeseeable circumstances, it

may be used for any related purposes which in the opinion of the governing body of the City, will most nearly accomplish the Donor's wishes.

8. A. The Donor is selling approximately 59.557 acres of adjoining property to HRC Development, LLC ("Subdivider") which the Subdivider will be developing as the Kempten Creek Subdivision Lots 1-205 and Outlots A and C-J. In conjunction with that sale, the Donor and the Subdivider have as part of their Purchase Agreement a material provision whereby the Subdivider is to grade the Kempten Creek Subdivision pursuant to a grading plan agreeable to the City and which requires the Subdivider to place a minimum of 99,200 cubic yards of dirt and no more than 110,000 cubic yards of dirt on the Donated Property.

B. The Donor has agreed with the Subdivider to reimburse the Subdivider for all expenses and costs associated with the grading, seeding, silt fence, and matting of dirt placed on the Donated Property, up to a maximum unit price of \$1.75 per cubic yard of dirt or a maximum of \$192,500.00, to be measured by embankment and not by excavation, which includes hauling, placement, compaction, testing, erosion control, and temporary seeding ("Reimbursable Work"). Provided however, that the Subdivider's engineering fees associated with the grading plan shall not be an expense or cost to be reimbursed by the Donor.

C. At the closing of the sale by the Donor to the Subdivider, the Donor and the Seller have agreed to enter into an escrow agreement for the purposes of the Donor paying the Subdivider for the Reimbursable Work associated with the grading and placement of dirt on the Donated Property, and notwithstanding the closing on the Donor's donation and conveyance of the Donated Property to the City and the sale and conveyance of the Sold Property to the City, the Donor will continue with the escrow agreement with the Subdivider and by and through such escrow agreement the Donor will pay the Subdivider for the Reimbursable Work associated with the grading and placement of dirt on the Donated Property.

D. The Reimbursable Work associated with the grading and placement of dirt on the Donated Property will benefit the City's designing and development of the Entire Property for City recreation, parks, sports, and youth athletic facilities, and the City shall pay the Donor for all of the Donor's payments to the Subdivider for the Reimbursable

Work associated with the grading and placement of dirt on the Donated Property. Such payment by the City to the Donor shall be fully made within two years of the date of this Donation Agreement, and during such two year period the City agrees that all park fee payments that the City receives from subdividers, including such park fee payments associated with the Kempten Creek and Newport Vista Subdivisions, shall be committed and shall be used by the City to pay the Donor for all of the Donor's payments to the Subdivider for the Reimbursable Work associated with the grading and placement of dirt on the Donated Property.

E. The City shall be responsible for all erosion and sediment control monitoring, maintenance of silt fence and reseeding and all other maintenance and responsibilities associated with the grading of the Donated Property. The City will be a named party to all required local, state, and federal permits for the Donated Property. The Subdivider and the City are responsible for all costs associated with any permits required for their respective property with regards to grading activities. The Subdivider's engineer, E & A Consulting Group, Inc. (E&A), and the City Engineer, JEO Consulting Group, Inc. (JEO), will work together to determine final street alignments of Kempten Creek Drive, access from the Donated Property to Kempten Creek Drive, final elevations of the area to be developed as it relates to the Donated Property, and the total amount of dirt to be moved onto the Donated Property. E&A and JEO will work together during the platting process to finalize the grading plan.

F. The Donor and/or the City as the case may be, shall grant to the Subdivider and its contractors, agents and representatives a temporary grading and construction easement for the purposes of entering onto the Donated Property to grade and place dirt thereon as hereinbefore provided.

G. The Donor and the City shall execute and deliver such further assignments, easements, documents, and instruments as may be reasonably necessary to carry out the grading and placement of dirt by the Subdivider on the Donated Property as contemplated by this Section 8.

9. Either party, upon the request of the other party, shall execute and deliver such further documents and instruments as such other party may reasonably deem appropriate to carry out the terms and conditions of this Donation Agreement, provided that such further documents and

instruments are consistent with the terms and conditions of this Donation Agreement.

10. This Donation Agreement sets forth the complete understanding of the parties with respect to the Entire Property and the donation and conveyance of the Donated Property that is the subject of this Donation Agreement. No oral statements, representations or agreements other than this Donation Agreement shall have any force or effect and the City and the Donor agree that they will not rely on any representations or agreements other than those contained in this Donation Agreement.

11. All agreements, representations, terms, and conditions set forth herein shall be considered to have been relied upon and shall survive the execution and delivery of this Donation Agreement and the conveyance of the Donated Property being donated and conveyed hereunder.

12. By mutual consent of the City and the Donor, or the Donor's legally or duly appointed agent or attorney-in-fact, or the personal representative of the Donor's estate, any provision of this Donation Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in a written and signed addendum, which shall form a part of this Donation Agreement.

13. The Mayor and City Council of the City have approved and agreed to this Donation Agreement and have authorized the Mayor's execution hereof, via formal approval and execution of City of Bennington Resolution 2020-10 dated August 10, 2020.

14. This Donation Agreement shall be binding upon and inure to the benefit of the City's future mayors and councils. This Donation Agreement shall survive the closing on the conveyance of the Donated Property and shall run with the land.

IN WITNESS WHEREOF, the parties have executed this Donation Agreement as of the dates so indicated below.

PAPIO VALLEY HERITAGE, LLC, a Nebraska
limited liability company

Dated: _____

NANCY NEUMEYER, its Managing Member

CITY OF BENNINGTON, NEBRASKA, a
municipal corporation and political subdivision of
the State of Nebraska

Dated: _____

Mayor Matt John

COUNTY OF _____)
) ss.
 STATE OF NEBRASKA)

Before me a Notary Public qualified for said County, personally came NANCY NEUMEYER, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution to be her voluntary act and deed as the Managing Member of and for and on the behalf of Papio Valley Heritage, LLC.

Witness my hand and notarial seal on this _____ day of _____, 2020.

Notary Public

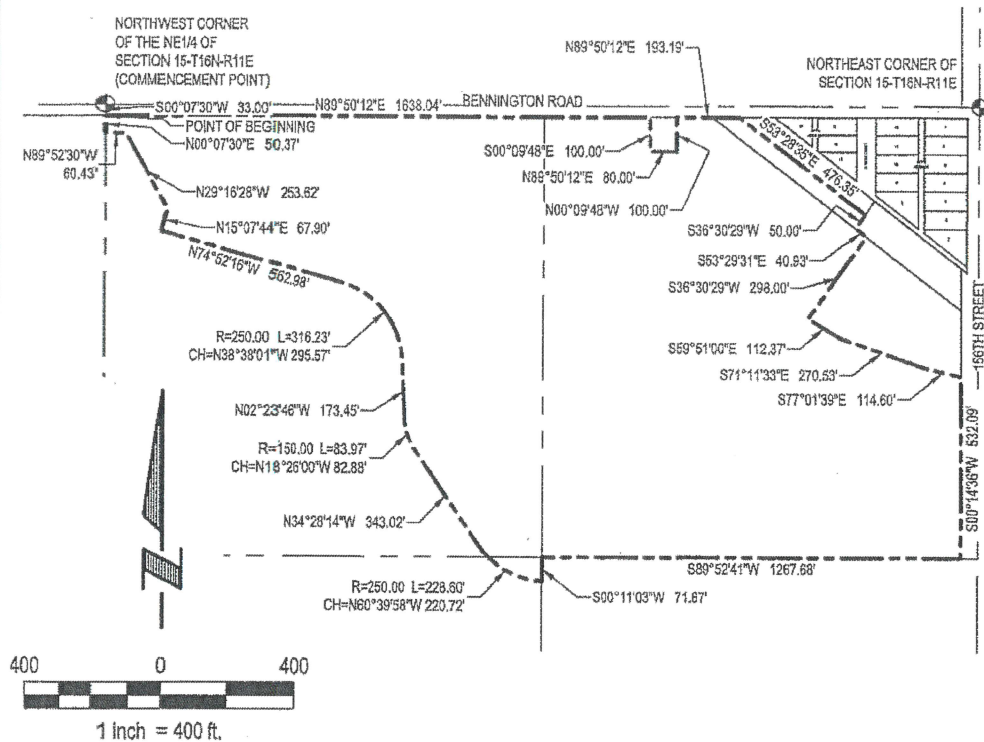
COUNTY OF _____)
) ss.
 STATE OF NEBRASKA)

Before me a Notary Public qualified for said County, personally came MATT JOHN, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution to be his voluntary act and deed as the Mayor of and for and on the behalf of the City of Bennington, Nebraska.

Witness my hand and notarial seal on this _____ day of _____, 2020.

Notary Public

EXHIBIT "A"



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE SW 1/4 OF THE NE 1/4, ALONG WITH PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NE 1/4, 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 NE 1/4 OF SECTION 15; THENCE S00°07'30"W (ASSUMED BEARING) ALONG THE WESTERLY LINE OF SAID NE 1/4 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 NE 1/4 OF THE NE 1/4 OF SECTION 15; THENCE S89°52'41"W ALONG SAID SOUTHERLY LINE OF THE NE 1/4 OF THE NE 1/4 OF SECTION 15, A DISTANCE OF 1,267.68 FEET TO THE SOUTHWEST CORNER OF SAID NE 1/4 OF THE NE 1/4 OF SECTION 15, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID SW 1/4 OF THE NE 1/4 OF SECTION 15, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID NW 1/4 OF THE NE 1/4 OF SECTION 15; THENCE S00°11'03"W ALONG THE EASTERLY LINE OF THE W 1/2 OF SAID NE 1/4 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 228.80 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 253.82 FEET; THENCE N89°52'30"W, A DISTANCE OF 60.43 FEET TO A POINT ON SAID WESTERLY LINE OF THE NE 1/4 OF SECTION 15; THENCE N00°07'30"E ALONG SAID WESTERLY LINE OF THE NE 1/4 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

10919 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.295.4700 • Fax: 402.295.3599

Drawn by: RLS | Chkd by: EAS

Date: 03/03/2020

Job No.: P2019.032.002

LEGAL DESCRIPTION

PART OF THE NE 1/4 OF SECTION 15-T16N-R11E

DOUGLAS COUNTY, NEBRASKA

CITY OF BENNINGTON, NEBRASKA

RESOLUTION NO. 2020-11

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BENNINGTON, NEBRASKA, AUTHORIZING THE PURCHASE OF REAL PROPERTY FROM PAPIO VALLEY HERITAGE, LLC, AND AGREEING TO A SALE AND PURCHASE AGREEMENT AND AUTHORIZING THE EXECUTION OF THE SAME.

WHEREAS, Papio Valley Heritage, LLC ("Seller") is the owner of the real estate consisting of 50.097 acres as more specifically shown and described in the attached Exhibit "A" and the Seller is willing to sell to the City 30 acres thereof ("Sold Property") for the fair market price of \$300,000.00 and to give and donate to the City the remaining 20.097 acres; and

WHEREAS, the Seller's selling of such 30 acres and its donation of the remainder will allow the City to expand and enlarge its City recreation, parks, sports, and youth athletic facilities and without the Seller's sale and donation the City would not be financially able to acquire any of such property; and

WHEREAS, the Seller and the City desire to specify in writing via a Sale and Purchase Agreement the agreed terms of the Seller's sale and the City's purchase of the Sold Property.

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

1. That the purchase of the real property consisting of 30 acres of the 50.095 acres located southwest of North 156th Street and Bennington Road in the NE1/4 of S15, T16N, R11 East of the 6th P.M., Douglas County, Nebraska, for a total purchase price of \$300,000.00, is hereby authorized.
2. That the Sale and Purchase Agreement for the purchase of said real property is hereby approved and the Mayor is authorized to execute the same.
3. That an appraisal of such real property has been performed by a certified real property appraiser (Giff Property Services, Inc.) and is hereby accepted and approved.
4. That the purchase of such real property was the subject of a public hearing during the regular public meeting of the City of Bennington Mayor and City Council on August 10, 2020, with notice of such public hearing being posted in advance and published in the City of Bennington's designated local newspaper on July 28, 2020.

5. That the City of Bennington Mayor Matt John, and/or the City of Bennington City Clerk Mindi Laaker, and/or the City of Bennington City Attorney Jeff C. Miller, are hereby authorized to undertake any and all actions on behalf of the City of Bennington, and to execute any and all documents on behalf of the City of Bennington, in order to complete and close on the purchase of such real property.

6. That the City of Bennington Treasurer is hereby authorized to issue and make payment to the Seller of the purchase price of \$300,000.00 for the purchase of such real property, and is further hereby authorized to issue and make payment of the City of Bennington's fees and costs associated with the closing on the purchase of such real property.

PASSED AND APPROVED this 10th day of August, 2020.

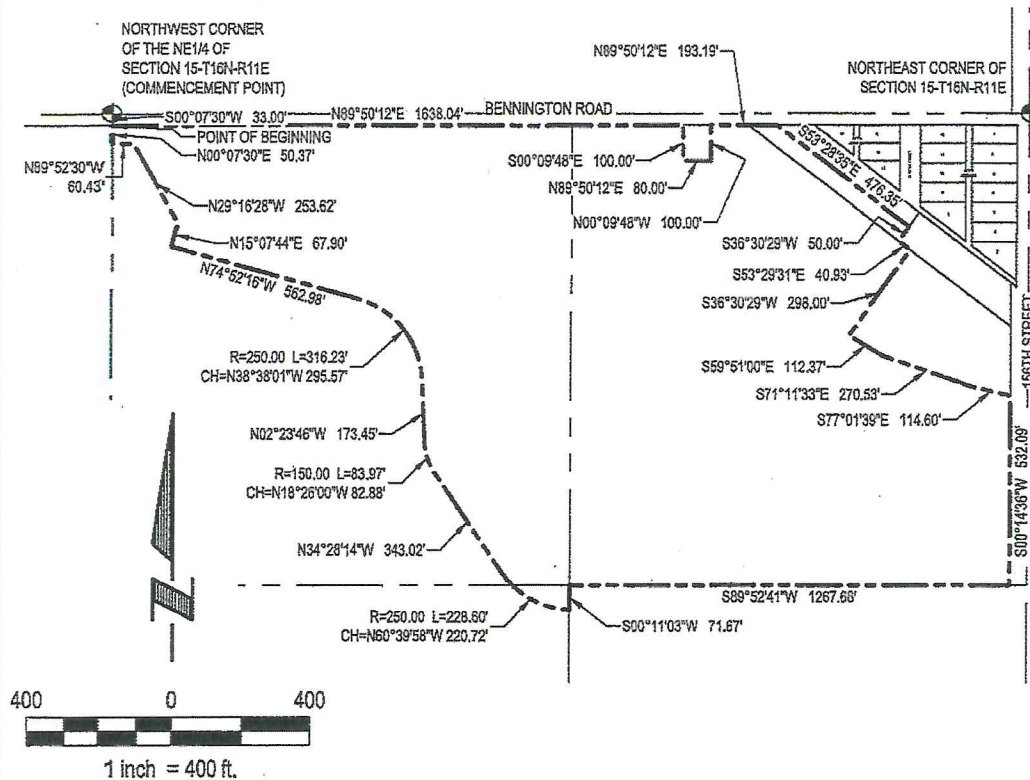
CITY OF BENNINGTON, NEBRASKA

By: _____
Matt John, Mayor

ATTEST:

Mindi Laaker, City Clerk
City of Bennington
15514 Warehouse Street
Bennington, Nebraska 68007
402-238-2375

EXHIBIT "A"



LEGAL DESCRIPTION

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10008 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3009

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

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2020 (the "**Effective Date**"), by and among **Papio Valley Heritage, LLC** (the "**Seller**"), and **The City of Bennington, Douglas County, Nebraska** (the "**Buyer**"). The Buyer and Seller are collectively referred to herein as the "**Parties**").

WHEREAS, Seller is the lawful owner of certain real property located in Douglas County, Nebraska, consisting of approximately 50.097 acres, more or less, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**"); and

WHEREAS, Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer under the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE I. PROPERTY AND PURCHASE PRICE

1.1 **Property.** Seller shall sell to Buyer, and Buyer shall purchase from Seller, upon and subject to the terms, conditions and provisions hereof, all of Seller's right, title and interest to the Property.

1.2 **Purchase Price and Closing.**

A. **Purchase Price.** The purchase price for the Property (the "**Purchase Price**") shall be Three Hundred Thousand and No/100th Dollars (\$300,000.00).

B. **Deposit and Additional Deposit.** Concurrently with the full execution of this Agreement, Buyer shall deliver to Omaha National Title Company (the "Title/Escrow Agent") an earnest money deposit in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) (the "**Deposit**"). The Deposit shall be held by the Title / Escrow Agent in an interest-bearing account. The Deposit, and all interest accrued thereon, shall be included in the Deposit and applied as a credit against the Purchase Price of the Property.

C. **Delivery of Purchase Price and Deposit Credit.** At Closing, Buyer shall wire transfer the balance of the Purchase Price in cash (reduced by the Deposit credit set forth under Section 1.2B above).

D. **Closing.** The closing for the purchase and sale of the Property hereunder shall take place through an escrow established with Title/Escrow Agent on or before September 15, 2020, at the office of the Title/Escrow Agent (the "**Closing**").

E. **Deposit Forfeiture.** Except as otherwise provided in Sections 5.15 and 5.16, and notwithstanding anything else to the contrary herein, including the provisions for

application of a credit of the Deposit against the Purchase Price for the Property under Section 1.2B, in the event that Buyer shall be in default under the terms and conditions of this Agreement, including the failure for any reason, except as provided in Sections 5.15 and 5.16, other than a default hereof by Seller, to complete the closing for the purchase of the Property, then Seller, may terminate this Agreement and the Deposit shall be deemed immediately forfeited to Seller as Seller's sole and exclusive remedy, whereupon the Parties shall have no further rights, duties or obligations hereunder, except those that survive such termination as expressly agreed herein.

ARTICLE II.

TITLE AND CONDITION; FEASIBILITY PERIOD

2.1 **Title Matters.** No later than fifteen (15) days after the Effective Date of this Agreement, Seller shall obtain a current ALTA owner's title commitment from the ("Title/Escrow Agent") relating to the Property and copies of all exceptions to title shown thereon ("Title Commitment"). Buyer shall deliver a copy of the Title Commitment to Seller immediately following its receipt of the same.

2.2 **Title Commitment/Survey Review and Cure.** Buyer shall review title to the Property as disclosed by the Title Commitment upon receipt of same. Buyer shall notify Seller in writing of any Title Commitment objections no later than fifteen (15) days after Buyer's receipt of the Title Commitment. Seller shall have no obligation to cure any title objections, save and except liens of an ascertainable amount placed of record by Seller or by parties claiming by or through Seller. If the Title / Escrow Agent revises any Title Commitment to add or modify exceptions or requirements that affect title to the Property, Buyer may object to such matter by notice to Seller within fifteen (15) days after such revised Title Commitment is delivered to Buyer. Seller may, but shall not be obligated to, attempt to cure any Title Commitment objection within fifteen (15) days after receipt of Buyer's Title Commitment objections, as described above. Seller shall notify Buyer in writing within ten (10) days after the receipt of Buyer's Title Commitment objections if Seller intends to cure any such Title Commitment objections. If Seller provides no notice of its election to attempt to cure any Title Commitment objections within the 10-day period after the receipt of Buyer's Title Commitment objections, then Seller shall be deemed to have declined to cure any such Title Commitment objections. If Seller declines to attempt to cure one or more Title Commitment objections, Buyer may either:

- A. Terminate this Agreement by written notice to Seller given within ten (10) days after receiving such notice from Seller or, if no notice is provided by Seller, then within ten (10) days after the expiration of the 10-day period in which Seller was to notify Buyer of Seller's intentions with respect to the Title Commitment objections, and the Deposit shall be refunded immediately to Buyer; or
- B. Waive such uncured Title Commitment objections, in which event the Closing shall occur as contemplated herein and Buyer shall accept the Property subject to such uncured Title Commitment objections without reduction of Purchase Price and Buyer shall be deemed to have approved such uncured Title Commitment objections.

2.3 **Title Policy.** At Closing, as a condition to Buyer's obligation to close, the Title/Escrow Agent shall deliver to Buyer an Owner's Title Insurance Policy (or marked

commitment therefor) (the "Title Policy") issued by the title insurance company underwriting the same (the "Title Company") dated the date and time of recording of the Deed (defined below) in the amount of the Purchase Price, insuring Buyer as owner of fee simple title to the Property, subject to only such exceptions as have been approved by Buyer previously pursuant to Section 2.2, if any (collectively, the "Permitted Exceptions").

2.4 **As Is, Where Is Condition.** Except as otherwise provided in this Agreement, Seller hereby specifically disclaims any warranty, assurance, guaranty or representation, oral or written, past or present or future, of, as to, or concerning (A) the nature or condition of the Property, (B) the suitability of the Property for any and all activities and uses which Buyer may elect to conduct thereon, (C) the existence of any environmental hazards or conditions thereon or compliance with all applicable environmental laws, rules or regulations, (D) the compliance of the Property with any laws, ordinances or regulations of any government or other body, (E) the post-closing economic value of the Property, including without limitation, post-closing revenues and expenses relating thereto, and (F) all soil and geological factors. With regard to the foregoing matters, and as additional consideration for the transaction hereunder, except as otherwise expressly provided in this Agreement, Buyer waives, releases and discharges Seller from, and covenants not to assert, any claim arising from, relating to or in any manner associated with or relating to the condition of the Property, whether known or unknown, which Buyer may have, now or in the future, including future matters or disputes in any way growing out of or in connection therewith. Buyer has relied solely on its own investigation and expertise regarding the Property and not on any information provided or to be provided by Seller. Buyer hereby expressly acknowledges that Buyer has thoroughly inspected and examined the Property and all records relating thereto to the extent deemed necessary by Buyer in order to enable Buyer to evaluate its prospective purchase of the Property. Buyer represents that Buyer is a knowledgeable and sophisticated buyer of real property such as the Property and that Buyer is relying solely on its own expertise and that of Buyer's consultants, and that Buyer has conducted such inspections and investigations of the Property as Buyer deems necessary, including, but not limited to, the physical and environmental conditions thereof, and has relied solely upon same, and assumes the risk of any adverse matters that may not have been revealed by Buyer's inspections and investigations. The sale of the Property as provided for herein is made, except as otherwise expressly provided in this Agreement, on an "As Is, Where Is and With All Faults" basis, and Buyer expressly acknowledges that, in consideration of the agreements of Seller herein, Seller makes no warranty or representation, express or implied, or arising by operation of law, including but not limited to any warranty of condition, habitability, merchantability or fitness for a particular use or purpose in respect of the Property. Notwithstanding the foregoing, Seller does represent that neither Seller nor its members have knowledge of any past environmental hazards or any past adverse soil or geological factors. Provided however, that both parties acknowledge and agree that at one point in time the Property was adjoined by a neighboring fertilizer plant, which had over time leaked certain unknown chemicals in, on, or under the Property.

ARTICLE III. SELLER'S REPRESENTATIONS

3.1 **Seller's Representations.** Seller hereby represents and warrants to Buyer, its successors and assigns, that as of the Effective Date:

A. **Right and Power.** Seller is a limited liability company duly formed and validly existing under the laws of the State of its formation. Seller has full right, power,

and authority to execute, deliver, and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement when executed and delivered by Seller and Buyer, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

3.2 **Buyer's Representations.** Buyer hereby represents and warrants to Seller that, as of the Effective Date, Buyer is a political subdivision and a municipal corporation of the second class in the State of Nebraska and is duly organized and validly existing under the laws of the State of Nebraska. Buyer has, except as otherwise provided in Section 5.15, full right, power, and authority to execute, deliver, and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement when executed and delivered by Seller and Buyer, will, except as otherwise provided in Section 5.15, constitute the valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms.

ARTICLE IV. CLOSING MATTERS

4.1 **Condemnation.** If at any time prior to the closing of the sale of the Property to Buyer, any material portion of such the Property is threatened with condemnation or legal proceedings commenced under the power of eminent domain, Seller shall promptly give Buyer written notice of such fact and shall furnish to Buyer copies of all notices received by Seller pertaining thereto. At Buyer's option (to be exercised by written notice to Seller within thirty (30) days after Seller's notice), this Agreement shall terminate and the Deposit, as the case may be, shall be paid over to Buyer and each Party shall be released from any liability under this Agreement. If Buyer does not give such notice, Buyer's obligation to purchase the Property shall remain in full force and effect, and Buyer shall be obligated to proceed with the Closing of the Property; provided, the damages attributable to the Property subject to any condemnation proceeding that is either: (i) awarded by a court of competent jurisdiction, (ii) agreed to in any settlement of the case in lieu of condemnation, or (iii) all other proceeds that Seller receives in connection with such taking shall belong to the Buyer (to be delivered to Buyer at the time of the Closing of the purchase of the Property). The Purchase Price for the Property will not be abated or reduced on account of any such proceedings.

4.2 **Seller's Closing Obligations.** At Closing, Seller shall execute and deliver the following items:

- A. Special Warranty Deed (the "Deed") with the reservations set forth in Section 5.14 herein below, plus all charges to be paid by Seller at the closing as provided hereunder; and
- B. Such other documents as may be reasonably requested to implement the Closing thereof.

4.3 **Buyer's Closing Obligations.** At Closing, the Buyer shall execute and deliver the following items:

- A. The Purchase Price for the Property, plus all charges to be paid by Buyer at the Closing less applicable credits as provided hereunder; and

B. Such other documents as may be reasonably requested to implement the Closing thereof.

4.4 **Additional Instruments.** In addition to the instruments and actions enumerated above, both Seller and Buyer shall additionally furnish or provide to each other any other instruments mentioned in this Agreement, and any other ancillary instruments which are reasonably required to properly consummate the transactions, or which are customarily executed in Douglas County to effectuate the conveyance of property similar to the Property.

4.5 **Real Estate Tax Prorations.** All consolidated real estate taxes for Property becoming delinquent in the calendar year in which the Closing occurs shall be deemed current taxes and shall be prorated between Seller and Buyer based on the amount of prorated taxes for the entire tax parcel multiplied by the percentage derived by dividing the number of square feet contained in the Property by the number of square feet contained in the tax parcel as a whole with an equitable adjustment for any improvements that affect taxes as of the Closing Date. Seller shall be responsible to pay for any assessments by any public authority ordered or required prior to the date of Closing, but not yet assessed against Property, as well as for all special assessments levied against Property on or at any time prior to the date of Closing of the Property.

4.6 **Closing Costs.** All costs relating to the closing of the purchase of the Property (the "Closing Costs") shall be borne by the parties as follows:

A. **Seller.** All documentary stamp fees for the recording of the Deed for the Property, Seller's attorneys' fees and one half (1/2) of any escrow fees, one-half of the premiums for the Title Policy, prorated real estate taxes as contemplated under Section 4.5, and such other expenses customarily borne by a seller in Douglas County, Nebraska.

B. **Buyer.** One-half of the premiums for the Title Policy for the Property, all costs for endorsements to the Title Policy as Buyer may deem appropriate, Buyer's attorneys' fees and one half (1/2) of any escrow fees, prorated real estate taxes as contemplated under Section 4.5, and such other expenses customarily borne by a buyer in Douglas County, Nebraska.

4.7 **Remedies.**

A. **Seller's Default.** In the event Seller shall fail, neglect or refuse to close the sale of the Property to Buyer in accordance with the terms and conditions hereunder, Buyer may terminate this Agreement upon ten (10) days written notice unless Seller has cured such default prior to the expiration of such 10-day period, and upon such termination, all further rights and obligations of the Parties hereunder shall terminate with respect to the Property (except for indemnification obligations expressly stated hereunder to survive such termination), and the Deposit shall be promptly returned and released to Buyer. Notwithstanding the foregoing, the Buyer shall also have the right of specific performance with respect to the Property if Seller fails, neglects or refuses to close the sale of the Property to Buyer.

B. **Buyer's Default.** In the event Buyer shall wrongfully refuse or is otherwise in default of its obligations to acquire the Property hereunder, Seller, as Seller's sole and exclusive remedy, may terminate this Agreement upon ten (10) days written

notice unless Buyer has cured such default prior to the expiration of such 10-day period, and upon such termination, all further rights and obligations of the Parties hereunder shall terminate (except for indemnification obligations expressly stated hereunder to survive such termination), and the Deposit shall be retained in full by Seller.

ARTICLE V. MISCELLANEOUS PROVISIONS

5.1 **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Nebraska and all obligations of the parties are performable in Douglas County, Nebraska. The exclusive venue for any disputes hereunder shall be Douglas County, Nebraska.

5.2 **Broker's Commissions.** The Seller and Buyer acknowledge that the following persons have acted as real estate agents/brokers ("Broker") for Seller only in connection with this transaction:

Jeffrey Pruess
Nebraska Realty

Seller shall be responsible for all commissions due to Broker. Seller and Buyer represent and warrant to each other that, other than the Broker they have dealt with, no other brokers, finders or the like in connection with this transaction, and agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any other such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorney's fees.

5.3 **Parties.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

5.4 **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to this matter.

Each Party acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding upon the Parties. Any change hereto shall be effective only if in writing and duly executed by the respective Parties.

5.5 **Notices.** Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and unless personal delivery is effected, shall be deemed delivered upon (i) deposit in the United States Mail, postage prepaid, registered or certified mail, return receipt requested or Express Mail, or (ii) delivery prepaid to Federal Express or other overnight delivery service for next-day delivery, addressed to the parties at the respective addresses set forth below or at such other addresses as may be later specified by written notice delivered in accordance herewith, or (iii) facsimile addressed to the party at the facsimile

number set forth below and mailing in the manner set forth in (i) above, or (iv) other electronic means to such electronic address as provided by the parties and mailing in the manner set forth in (i) above):

SELLER:

Papio Valley Heritage, LLC
C/O Nancy Neumeyer
6013 N. 163rd St.
Omaha, NE 68116

With a copy to:
Andrew Simpson
Goosmann Law firm
17838 Burke Street, Suite 250
Omaha, NE 68118
simpsona@goosmannlaw.com

BUYER:

City of Bennington
15505 Warehouse street
Bennington, ne 68007
402-238-2375

With a copy to:
Jeff C. Miller, City Attorney
Young & White Law Office
8742 Frederick Street
Omaha, NE 68124
402-393-5600
jmiller@youngandwhite.com

5.6 **Holidays.** If any date for the performance of any matter set forth in this Agreement falls on a Saturday, Sunday or legal holiday, then that date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

5.7 **Section Headings.** The headings assigned to various portions of this Agreement are for convenience only and shall not alter the substance of this Agreement.

5.8 **Counterparts.** This Agreement may be executed in any number of counterparts and each shall be deemed to constitute an original for all purposes.

5.9 **Interpretation.** Buyer and Seller hereby acknowledge that each has been represented by legal counsel in the negotiation, execution and implementation hereof; and accordingly, the terms or provisions hereof shall be interpreted and construed in a commercially reasonable manner and not against the interests of the drafter of this Agreement.

5.10 **Facsimile Signatures and Initials.** Facsimile and electronic signatures and initials on this Agreement and Exhibits shall be binding and enforceable.

5.11 **Amendment.** This Agreement may be amended or modified only by written document executed by Buyer and Seller.

5.12 **Seller's 1031 Like-Kind Exchanges.** A material part of the consideration to the Seller for selling is that Seller has the option to qualify his, her or its portion or portions of this transaction as part of one or more tax-deferred exchanges under Section 1031 of the Internal Revenue Code. To affect the exchange or exchanges, Seller may assign this Agreement to a qualified exchange intermediary of Seller's choice. Buyer shall receive notice of that assignment and agrees to accept such assignment and to reasonably cooperate with Seller, such persons and entities and/or such exchange intermediary to qualify his, her or its portion or portions of this transaction or transactions as part of a tax-deferred exchange or exchanges, provided, however, that Buyer shall not be required to accept title to any additional property or incur any material additional expense which is not reimbursed to Buyer by Seller.

5.13 **IRS Form 8283.**

A. Buyer acknowledges that the purchase price for the property is less than market value and accordingly Seller is providing Buyer with a charitable donation. Accordingly, Buyer agrees that at closing it will complete and execute IRS form 8283 acknowledging said donation and the value thereof.

B. Seller's charitable donation to Buyer is based on the sale of 30 acres of the Property to Buyer for a total sale price of \$300,000.00, and a charitable donation by Seller to Buyer of 20.097 acres, all at a per acre price that will be determined by an independent appraisal to be obtained by Seller, at Seller's expense, and prior to closing.

5.14 **Naming and Planning.**

A. Buyer understands that it is important to Seller to preserve the history and heritage of the property and in consideration of Seller's donation as referenced herein Buyer agrees that it will either name any park or activity center or building that is to be placed, constructed or erected on the property after the Neumeyer family, or that Buyer will name the recreational and youth sports complex to be developed by Buyer on the property after the Neumeyer family.

In conjunction with either such naming events and at Seller's cost, Seller shall have the right to erect an announcement type sign, ground monument type sign, entrance type sign, or identification type sign, containing the Neumeyer family facility name. Such a sign will be located and of such a quality and design as mutually agreed to by Seller and Buyer.

Buyer shall not be prevented from allowing any of the other fields, buildings, facilities, or improvements which may be developed on the property, to be similarly named by any other persons who might make monetary donations or other charitable contributions towards any facilities or improvements within the property,

and Buyer shall further not be prevented from allowing any other signs or plaques recognizing any other persons who might make monetary donations or other charitable contributions towards any facilities or improvements within the property.

B. Buyer further understands that it is important to Seller that the property be developed for specific community recreational purposes and in consideration of Seller's donation as referenced herein Buyer agrees that it shall create a planning/steering committee to plan and develop the property for said recreational purposes, and also put in place the long-term management structure for the property's future operations. Nancy Neumeyer or a member of her immediate family shall be a member of such committee, as well as at least one member of the Board of the Bennington Community Foundation, until such time as the property has been turned over to its long-term management organization/structure.

C. Further Buyer agrees that the terms and conditions of this Section 5.14 shall be included as terms and conditions in a Donation Agreement between Seller and Buyer, shall also be reservations setforth in the Deed which shall survive closing, and shall run with the land.

5.15 Remonstrance Petition Against Purchase. Buyer's purchase of the property is subject to a remonstrance petition against the purchase of the property by the registered voters of Buyer and in accordance with the timelines, procedures, and requirements of Neb. Rev. Stat. § 17-953.01. In the event that such a proper and qualified remonstrance petition against the purchase of the property is properly and timely filed, whether before or after the Closing, then Buyer may, in the sole and absolute discretion of Buyer's governing body, terminate this Agreement by written notice to Seller and the Deposit or purchase payment as the case may be shall be refunded immediately to Buyer and such termination shall not constitute either a default, failure, or wrongful refusal as contemplated under Sections 1.2E or 4.7B.

5.16 COVID-19 Pandemic. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and the Nebraska Governor has declared a state of emergency and the Nebraska Department of Health and Human Services has also issued Directed Health Measure Orders and, as a result thereof schools have closed, some businesses have closed or changed their methods of operations, public events have been cancelled and gatherings of people have been restricted, and people have stayed at home, worked from home and limited travel outside of and away from home, and while the resulting municipal financial impacts on Buyer do not preliminary seem to be significant, those resulting municipal financial impacts on Buyer are not presently fully known and more municipal financial information shall be forthcoming in the immediate future from which Buyer can better evaluate the COVID-19 impacts on Buyer's municipal finances and the financial propriety of completing the purchase of the property. Additionally, although the Directed Health Measure Orders of the Nebraska Department of Health and Human Services for Douglas County are becoming less restrictive and schools and businesses are reopening, gatherings of people and the conducting of events are occurring, and the local economic impact of COVID-19 seems to be lessening, the resurgence of COVID-19 in the region, state, and/or local area could still occur and have significant municipal financial impacts for Buyer. Accordingly, Seller and Buyer agree that based on the foregoing, that if prior to the Closing Buyer's governing body decides in its sole and absolute discretion that the resulting COVID-19 impacts on Buyer's municipal finances and/or any COVID-19 resurgence makes it a

financial impropriety to complete the purchase of the property, then Buyer may in the sole and absolute discretion of Buyer's governing body, terminate this Agreement by written notice to Seller given before the Closing, and the Deposit shall be refunded immediately to Buyer and such termination shall not constitute either a default, failure, or wrongful refusal as contemplated under Sections 1.2E or 4.7B.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

SELLER:

PAPIO VALLEY HERITAGE, LLC,
a Nebraska limited liability company

BUYER:

CITY OF BENNINGTON, NEBRASKA,
a municipal corporation

By: _____
Name: Nancy Neumeyer
Title: Managing Member

By: _____
Name: Matt John
Title: Mayor

COUNTY OF _____)
) SS.
STATE OF NEBRASKA)

Before me a Notary Public qualified for said County, personally came NANCY NEUMEYER, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution to be her voluntary act and deed as the Managing Member of and for and on the behalf of Papio Valley Heritage, LLC.

Witness my hand and notarial seal on this _____ day of _____, 2020.

Notary Public

COUNTY OF _____)
) SS.
STATE OF NEBRASKA)

Before me a Notary Public qualified for said County, personally came MATT JOHN, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution to be his voluntary act and deed as the Mayor of and for and on the behalf of the City of Bennington, Nebraska.

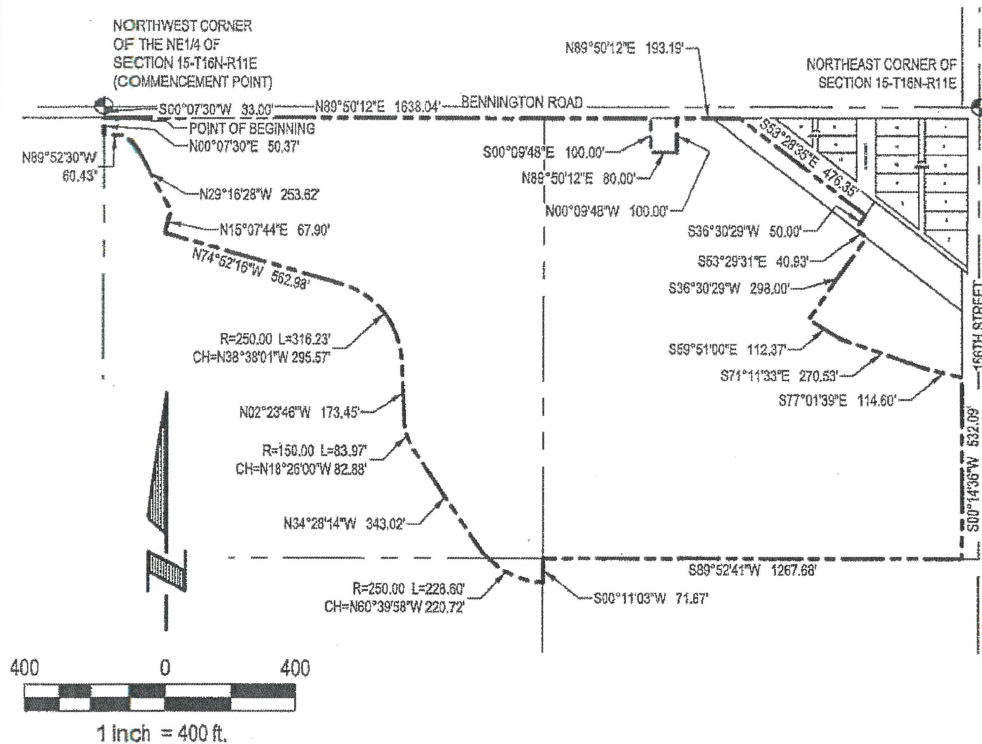
Witness my hand and notarial seal on this _____ day of _____, 2020.

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE SW 1/4 OF THE NE 1/4, ALONG WITH PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NE 1/4, 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 NE 1/4 OF SECTION 15; THENCE S00°07'30\"W (ASSUMED BEARING) ALONG THE WESTERLY LINE OF SAID NE 1/4 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 NE 1/4 OF THE NE 1/4 OF SECTION 15; THENCE S89°52'41\"W ALONG SAID SOUTHERLY LINE OF THE NE 1/4 OF THE NE 1/4 OF SECTION 15, A DISTANCE OF 1,267.68 FEET TO THE SOUTHWEST CORNER OF SAID NE 1/4 OF THE NE 1/4 OF SECTION 15, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID SW 1/4 OF THE NE 1/4 OF SECTION 15; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID NW 1/4 OF THE NE 1/4 OF SECTION 15; THENCE S00°11'03\"W ALONG THE EASTERLY LINE OF THE W 1/2 OF SAID NE 1/4 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 NE 1/4 OF SECTION 15; THENCE N00°07'30\"E ALONG SAID WESTERLY LINE OF THE NE 1/4 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

10609 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.395.4700 • Fax: 402.395.3599

Drawn by: RLS Chkd by: EAS Date: 03/03/2020
Job No.: P2019.032.002

LEGAL DESCRIPTION

PART OF THE NE 1/4 OF SECTION 15-T16N-R11E

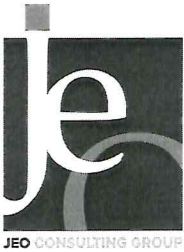
DOUGLAS COUNTY, NEBRASKA

ITEM #6

Molley Street Speed Table

ITEM #7

General Engineering



Invoice

July 9, 2020

Project No: R090034.03

Invoice No: 117809

Invoice Amount: 7,062.50

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 July 3, 2020

- See Attached Billing Backup for a Breakdown of Time

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly Phase(s)					
2020 General Engineering			\$33,866.25	\$26,803.75	\$7,062.50
Total			\$33,866.25	\$26,803.75	\$7,062.50
Total Amount Due Upon Receipt					\$7,062.50

Outstanding Invoices

Number	Date	Balance
117185	6/3/2020	2,890.00
Total		2,890.00

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

Billing Backup

Thursday, July 9, 2020

JEO Consulting Group, Inc.

Invoice <Draft> Dated 7/9/2020

9:44:39 AM

Project	R090034.03	Bennington General Engineering	
Phase	2020	2020 General Engineering	
Task	001	General Engineering, Meetings, Etc.	
		Total this Task	\$4,332.50
Task	002	Bennington Park Phase 6 Development	
		Total this Task	\$180.00
Task	005	Planning and Zoning Assistance	
		Total this Task	\$300.00
Task	006	CW Haden Parking Improvements	
		Total this Task	\$727.50
Task	012	Prairie Hollow Development	
		Total this Task	\$102.50
Task	015	Newport Vista	
		Total this Task	\$115.00
Task	017	Kempton Creek	
		Total this Task	\$540.00
Task	018	Neumeyer Recreational Complex Development	
		Total this Task	\$765.00
		Total this Phase	\$7,062.50
		Total this Project	\$7,062.50
		Total this Report	\$7,062.50

ITEM #8

Budget

ITEM #9

Library Report

**Library Report
City Council Meeting
August 10, 2020**

**Bennington Public Library
Board of Trustees Meeting
July 27, 2020
Library Report: Lisa Flaxbeard**

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.

Summer Reading

Joanne held an outdoor/Facebook Live storytime event in the park on Thursday, July 2. This was the first library in-person program since the closure due to COVID-19. The event was well attended, all participants practiced social distancing and the children were happy and excited to see Miss Joanne again.

Online storytime on Facebook LIVE continues to be held weekly every Thursday at 10:30 AM.

We had a total of 425 participants in our Summer Reading Program through the ReaderZone app. A total of 30,606 minutes were recorded by children preschool through 12th grade and 332 books were recorded by the adults who participated. Individual who participating included 270 children, 71 teens, and 84 adults. Children and Teens who recorded 1,200 or more minutes in the ReaderZone app by July 30 won a free book of their choice courtesy of the Friends of the Library. Each book winner received an email with a link to fill out an online form. Book prize pickup day will be Saturday, September 12th 10 AM – 2 PM. Prizes for winners of the end of summer drawing will be available for pickup that day as well.

Curbside and other services

We are continuing to assist patrons by answering questions and guiding them through online resources such as Overdrive and RBDigital. We have also been issuing new library cards. Library staff hours and curbside pickup times are Monday 10 AM – 6 PM, Tuesday through Thursday 10 AM – 4 PM and Saturday 10 AM – 2 PM.

Glitches with the Pioneer Consortium Koha circulation/collection software system upgrade continue to be an issue. Jason Nocita has taken one of our staff computers offsite to repair it. While it is gone, staff have been able to utilize the public access computers.

Reopening Library and Conference Center

City Attorney, Jeff Miller drafted an addendum to the Community Conference Center rental policy, application and agreement (attached). Link to the most current directed health measure: https://www.douglascountyhealth.com/images/COVID-19/DHM_Policies/DCHD-005_Directed_Health_Measure_-_August_1_2020.pdf

We are still waiting on backordered disinfectant cleaning wipes and spray. Nic Chesnut delivered and installed the protective shields last Tuesday. Estimated shipment date of the germicidal UV-C quartz lamps is 10/1/2020.

Another factor for reopening is staff availability. Joanne's mom will be in town for about a month. She took today off and will be working less hours the month of August. Dee is taking vacation the first week of August. Heidi is hoping to work a few less hours the first week in August because her mom is in town as well.

Monday, August 10 would be the most ideal and reasonable day to begin a limited reopening.

Attached is the phased reopening outline and announcement for the Library website.

Current year estimate for DC library funds was less than expected \$51,647 vs \$55,000

Current year estimate for our Douglas County funds came up short. We received \$51,647 vs the \$55,000 that was budgeted.

Bennington Public Library

Phased Approach to Reopening

Phase I: Building Closed to Public, Minimal Staff in Building

- Limited staff available to answer phone calls and emails to assist patrons with online resources such as Overdrive and RbDigital.
- Books may be returned to outside book return
- Donations of books will not be accepted.
- Community Conference Center closed.
- Library Director will publicize closing and services available through social media and the

library's website.

Phase II Building Closed to Public

- Staff on duty to answer phone and do other operational tasks, including Curbside Pickup Service
- Office/ Curbside Hours - Monday 10:00 AM - 6:00 PM, Tuesday-Thursday 10:00 AM - 6:00 PM, Saturday 10:00 AM - 2:00 PM.
- Items for return shall be put in the outdoor book return.
- Quarantine of returned library materials (72-84 hours)

Phase III: Limited Public Service Restored -- beginning August 10, 2020

- Building open to the public in limited fashion.
- Regular hours of operation will resume Monday-10:00 AM - 7:30 PM, Tuesday - Thursday-10:00 AM - 6:00 PM, and Saturday- 10:00 AM - 2:00 PM.
- The first hour of operation each day is reserved for senior citizens and patrons with health concerns.
- The number of patrons will be limited to 13 people (25% capacity), excluding staff.
- Hand sanitizer stations will be available throughout the library.
- Children under age 16 must be accompanied by a parent or other adult guardian.
- Continue Curbside Service.
- All items for return shall be put in the outdoor book return.
- The drinking fountain will not be available.
- No public programs will be offered in the library building.

- Computer access limited to two stations with sanitizing between sessions.
- Study rooms and seating areas will not be available.
- Public/staff barriers installed at circulation areas.
- Staff are required to wear masks when patrons are in the building or if staff is unable to social distance between one another.
- Patrons will be strongly encouraged to wear masks.
- Close attention to cleaning/sanitizing procedures for all frequently touched areas.
- Continue quarantine (72-84 hours) of returned library materials.
- Community Conference Room Rental will be restored to groups at 50% rated occupancy. Applicants must sign COVID waiver (addendum). Room B - 20 Room C - 9, Rooms B & C combined 29

Phase III ½ (3.5....)

- Increase the number of people in the library at one time to 26 people (50% capacity).
- Restore use of study rooms and some seating areas
- Conduct outdoor storytimes/programs, weather permitting.
- Book Clubs may resume with social distancing measures in place, pending participants' comfort levels.

Phase IV: Full Public Service Restored

- Plan and implement public programs.
- Restore all outreach programs.
- Restore all seating areas.
- Restore computer stations to utilize all six public computers.
- Full access to meeting rooms and all seating areas of the library.
- All staff to return to duties associated with the circulation desk.
- Book donations will be accepted

*** The time frame associated with each phase is uncertain and at the discretion of the Library Board of Trustees and the Library Director. ***

*** The Bennington Public Library reserves the right to modify these restrictions. ***

Announcement of reopening for Library Website:

Beginning August 10th, the Bennington Public Library will be open to the public during its regular hours again, but with restrictions.

We welcome back all of our patrons and thank you for your support and understanding during this time.

We are taking precautions and following a phased approach to reopening to the public to keep everyone as healthy and safe as we possibly can.

Please follow the rules and guidelines when visiting the library. We are striving to keep everyone as safe as possible when they visit the library, and we need your help and cooperation to do so. The rules and guidelines will be in place until further notice and subject to change.

- The first hour of operation each day we are open will be reserved for patrons with health concerns and the elderly.
- Please limit your library visits to 30 minutes or less. A limited number of patrons will be allowed inside the library at one time. You may be asked to wait until someone else leaves.
- Please wear a mask that covers your nose and mouth while in the building.
- Please sanitize your hands at the hand sanitizing station upon entering the library. Additional hand sanitizer and wipes will be available throughout the library.
- Please follow social distancing guidelines by staying six feet apart from other individuals. We ask that family groups stay together and maintain social distancing (6 feet) from other patrons not in their group.
- Please return materials to the outdoor book return only. Items, upon being returned, are quarantined up to 5 days before being checked in and returned to the shelf.
- Children under the age of 16 must be accompanied by a parent or other adult guardian.
- The library will be open for checkout and essential computer services only. Functions of the "Library as a Community Center" will NOT be available--study rooms, study tables/chairs, group gatherings, etc. Linger and socializing inside the library will be discouraged.
- In person programs will not be offered during this phase of reopening.
- Computers will be limited to adult use only with time limited to 30 minutes.
- Please stay home if you have been exposed to COVID-19 or are exhibiting signs of illness.
- We will continue to offer Curbside Pickup for those who may not feel comfortable entering our building. Our digital services through Nebraska OverDrive and RbDigital are also available.
- Conference Center Rental applications are now being accepted. Applicants must agree to adhere to the most current Nebraska Department of Health and Human Services Directed Health Measure for their gathering.

Please call the library at 402-238-2201 if you have any questions.

COVID-19 Addendum to City of Bennington Public Library – Community Conference Center Rental Policy, Application and Agreement

This COVID-19 Addendum to City of Bennington Public Library – Community Conference Center Rental Policy, Application and Agreement (“Addendum”) is made and entered into as of the last date below written, by and between the undersigned Licensee (“Licensee”) and the City of Bennington (“City”).

RECITALS

- A. The City owns the Bennington Public Library – Community Conference Center (the “Premises”) and the City makes it available for rent and use for certain permitted activities and/or events.
- B. Licensee desires to use the Premises for its own activities and events.
- 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. Licensee desires to use the Premises for its own activities and events and is willing to enter into this Addendum in order to ensure that the Licensee’s operation and use of the Premises follows the current applicable rules for safe operation.
- E. The parties desire to enter into this Addendum in order to clarify certain operation and use obligations of the Licensee in effect as a result of the COVID-19 and novel coronavirus situation.

NOW, THEREFORE, City and Licensee agree as follows:

1. Operation and Use. The parties acknowledge and agree that Licensee shall be solely responsible for the operation and use of the Premises when the Premises are being utilized by the Licensee for Licensee’s own activities and events. Licensee shall be responsible for operating and using 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 Nebraska Department of Health and Human Services Directed Health Measure Order 2020 – DCHD-005 attached hereto as Exhibit A and any amendments, replacements, or supplements thereto, and any and all other applicable directed health measures or orders (collectively the “COVID-19 Rules”). Licensee represents and covenants to City that Licensee is familiar with the COVID-19 Rules and that Licensee shall operate and use the Premises in accordance with the COVID-19 Rules. Licensee shall ensure that all individuals utilizing the Premises shall conduct themselves in accordance with the COVID-19 Rules.

2. Maintenance. Licensee shall be responsible to maintain the Premises in accordance with the COVID-19 Rules so that the Premises may be utilized for permitted activities and events. Such obligation shall include, but not be limited to, sanitation guidelines, maintenance obligations, and attendance limits, that are set forth in the COVID-19 Rules. Licensee shall ensure that its agents, visitors, guests, and invitees are those permitted to be in attendance at the Premises in accordance with the COVID-19 Rules.

3. Acceptance of Premises. By taking possession and using the Premises, Licensee accepts the Premises in its current condition and its condition as may exist day-to-day. 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. Indemnification. Licensee 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 Licensee's use of the Premises. 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.

5. Relationship of Parties. Nothing contained in the City of Bennington Public Library – Community Conference Center Rental Policy, Application and 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.

6. Reconfirm Other Terms. All other terms and conditions of the City of Bennington Public Library – Community Conference Center Rental Policy, Application and Agreement are hereby confirmed by City and Licensee, 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: _____

“Licensee”

By: _____
Its: _____

Dated: _____
of the

“CITY”
City of Bennington, Nebraska, a municipal
corporation and political subdivision
State of Nebraska

By: City of Bennington Library Director
Lisa Flaxbeard

ITEM #10

Police Report



Bennington Police Department

P.O. Box 228, 11402 N 156th Street, Bennington, Nebraska 68007

402-238-2067 FAX: 402-238-2774 chief@benningtonne.com

CHIEF'S REPORT 7/9/2020 TO 8/6/2020

Calls Statistics By Type

Run Date/Time 08/06/2020 - 11:26
From 07/09/2020 To 08/06/2020

Call Type	Description	# of Calls
ANCO	Animal Complaint	2
ASSTDCSO	Assist Dcso	6
CHILD	Child Abuse/Neglect	1
ALAR	Security Alarm	1
DWIA	Dwi Alcohol	1
DTPB	Datamaster/Pbt Maintenance	1
MISC	Miscellaneous	12
FOUI	Follow Up Investigation	3
TETH	Terroristic Threats	1
ADMI	Supervisory Activity	13
DISTP	Disturbing The Peace/Noise Complaint	2
SELECT	Selective Enforcement	4
COVI	Ordinance Violation	1
FRAU	Fraud	1
PATROL	Patrol Car Maintenance	3
911	911 Hangup	1
TROT	Traffic Other	2
COAD	Complaint On Officer	1
ASCI	Citizen Assist	5
RECK	Reckless Driving	2
PARK	Parking Violation	1
ABVE	Abandoned Vehicle	1
DOMASS	Domestic Assault	2
ASOA	Assist Outside Agency	1
TRAI	Training	3
SUSP	Suspicious Person/Vehicle/Activity	2
SPAS	Special Assignment	5
BUCH	Business Check	2
CRMI	Criminal Mischief	1
ASMO	Assist Motorist	1
TRST	Traffic Stop	2
CIVL	Civil Matter	1
HAZ	Traffic Hazard	1
OPDO	Open Door/Gate	1

Total

87

Citation By Type

Run Date/Time 08/06/2020 - 11:27
 From 07/09/2020 To 08/06/2020
 Officer
 Rank
 Citation Type
 Agency Bennington Police Department
 Warning

Officer	Citation #	Type	Offense Description	Date	Time
Disobey lane direction signal : 1					
Hilscher, Andrew	B61 CH 185	Citation	Disobey lane direction signal	08/05/2020	13:43
Disobey traffic control device : 2					
Hilscher, Andrew	B61 CH 180	Citation	Disobey traffic control device	07/27/2020	12:03
Hilscher, Andrew	B61 CH 182	Citation	Disobey traffic control device	07/30/2020	11:50
DUI-alcohol-1st offense : 1					
Herbolsheimer , Travis	B63 OFF 166	Citation	DUI-alcohol-1st offense	07/12/2020	01:20
Improper/defective vehicle lighting : 1					
Stocker, Daniel	B62 SGT 171	Citation	Improper/defective vehicle lighting	07/15/2020	21:25
No operator's license/waiverable : 1					
Hilscher, Andrew	B61 CH 179	Citation	No operator's license/waiverable	07/27/2020	11:05
No valid registration-car/pickup/stepvan : 1					
Stocker, Daniel	B62 SGT 169	Citation	No valid registration-car/pickup/stepvan	07/13/2020	17:21
No valid registration/truck - 31-40 days : 1					
Stocker, Daniel	B62 SGT 176	Citation	No valid registration/truck - 31-40 days	07/21/2020	21:00
Operate all-terrain vehicle on highway : 1					
Hilscher, Andrew	B61 CH 183	Citation	Operate all-terrain vehicle on highway	07/30/2020	13:20
SPEEDING (GENERALLY) : 1					
Herbolsheimer , Travis	B63 OFF 184	Citation	SPEEDING (GENERALLY)	08/04/2020	11:41
Speeding 06-10 MPH Municipal : 3					
Hilscher, Andrew	B61 CH 178	Citation	Speeding 06-10 MPH Municipal	07/24/2020	14:10
Hilscher, Andrew	B61 CH 181	Citation	Speeding 06-10 MPH Municipal	07/30/2020	10:50
Hilscher, Andrew	B61 CH 182	Citation	Speeding 06-10 MPH Municipal	07/30/2020	11:50
Speeding 11-15 MPH Municipal : 2					
Hilscher, Andrew	B61 CH 172	Citation	Speeding 11-15 MPH Municipal	07/16/2020	11:00
Stocker, Daniel	B62 SGT 186	Citation	Speeding 11-15 MPH Municipal	08/05/2020	20:05
Speeding 16-20 MPH Municipal : 1					
Stocker, Daniel	B62 SGT 177	Citation	Speeding 16-20 MPH Municipal	07/23/2020	17:13
Travel on closed road : 2					
Herbolsheimer , Travis	B63 OFF 166	Citation	Travel on closed road	07/12/2020	01:20
Hilscher, Andrew	B61 CH 173	Citation	Travel on closed road	07/16/2020	12:55
Violate stop or yield sign : 1					
Stocker, Daniel	B62 SGT 170	Citation	Violate stop or yield sign	07/15/2020	20:50
Total Violations: 19					



Bennington Police Department

Andrew Hilscher, Chief of Police
Bennington Police Department
P.O. Box 228, 11402 N 156th Street
Bennington, Nebraska 68007

- *Officer Thrasher is back at PT capacity. Trained on all new changes and has worked two shifts
- *\$1,650 to repair two tires, ball joint, brakes for cruiser 66
- *On 8/4/20, Sgt. Stocker assisted with a house fire that had been hit by lightning.
- *Received speeding complaints on North Molley. A speed selective will be conducted.
- *Ofc. Herbolsheimer made 1 DUI arrest.
- *2 warrant arrests, 3 warrant requests have been sent to the County Attorneys Office. Protection Order Violation, Domestic Assault, and Burglary.
- *Sgt. Stocker and Ofc. Herbolsheimer attended a 3 day virtual class through the DEA on social media investigations. This class was free.
- *Chief Hilscher conducted an Internal Investigation on the Chief of Police in Valley at the request of the Valley Mayor.
- *Chief Hilscher has been completing the legal online management course through the academy. This is the second half of the Management Certificate and will be completed on 8/14/2020.
- *Staffing issues: Ofc. Herbolsheimer is expecting the birth of his daughter any minute now. PT Officers are aware and will be able to cover when Ofc. Herbolsheimer is gone on leave.
- *DCSO is loaning their radar trailer which has been placed at the intersection of Molley/Benn Rd.

Andrew Hilscher
Chief of Police

Bennington Police Department
P.O. Box 228, 11402 N 156th Street
Bennington, Nebraska 68007

ITEM #11

Public Works Report

PUBLIC WORKS DEPARTMENT REPORT JULY, 2020

STATE OF THE PUBLIC WORKS DEPARTMENT

- Took delivery of our new truck on July 8th, my birthday. It is “as advertised” and will be a perfect addition to our “fleet.”
- We’ve customized our new truck by adding sideboards and Public Works magnetic signs.
- Expanded our Round-up and 24-D spraying to include the parking lots and pedestrian trail. Also focusing on the dreaded Canadian Thistle and chopping where we see them.
- Completed the installation of a lockable gate at the entrance to Logemann Parking lot. We will lock that off later this fall.
- Have spent time and have written letters to Mr. Brad Jurgens at 11906 Ashwood in Ridgewood regarding his fence that was put up without a proper fence permit. They have dragged their feet and contested the need for a permit but they are finally on board and getting a surveyor out to expose property pins to determine whether their fence is located completely on their property or extends into Tim Ohrt Park.
- Have spent countless hours researching and going over numbers with JEO, Mindi and Jen for the 2020/2021 budget process.
- Compiled a list for Shane Pekny of projected and/or possible needs in regards to the purchase of the 46 acre Nuemeyer green space. The list includes (depending on the projected usage and maintenance) extra FTE, PTE and various types of equipment or attachment needs.
- Also was able to drive Shane down Molley Street to locate potential speed bump locations. I also asked a contractor for a rough estimate for sidewalk costs along the east side of Molley. Gave Shane a tour of our streets and shared our some of our 1 in 6 year priorities and plans.
- Have spent several hours addressing the Murran special fence permit request in The Heritage including 4 onsite visits, an in person visit with Mr. Murran and multiple conversations with Mindi and Jeff Miller. Mr. Murran is not complying with our request to expose his property pins and is doing everything but what we have asked him to do.
- Assisted Douglas County with the Wetlands Mitigation project going in next to our Logemann Parking Lot by mapping out the best travel routes so they can start their mowing and field prep for seeding.

- Was asked to assess the Decker fence plans at 15216 Elmwood Dr in Ridgewood if they complied with our regulations. Addressed the legal with Jell Miller and went on site to verify the property pins and line of sight issues. All non-issues and the permit was granted.
- Was called to 9615 N 151st Street in The Heritage to lift a manhole cover and try to retrieve a skateboard. After spending an hour lifting 2 manhole covers and entering the sewers from 2 locations, we found nothing. Then discovered the incident happened a week prior and before a large rainfall...which probably washed it down to the river.
- Assisted OPPD and Strategic Electric on the electrical cutover when power was moved temporarily on the west side of the Library for the 156th Street project
- We had to move our Flower pots on the west side of the Library to allow access to the 156th Street construction crews.
- Was asked by Mindi to remove silt, dirt and rock at the corner of Molley and Warehouse so Ed Minard could access the crossings.
- Had the guys build out an area behind our PWD building to gain outside storage for the winter storage of trash barrels and various items on going.

STATE OF THE CITY PARKS

- We accepted a semi-load of certified wood chips for the park playground equipment and tree mulching. We deposited the load on Main Street and had it dispensed over a period of 3 days.
- Because they couldn't access it, we were asked by Oasis to move a Porta Potty at Centennial closer to Warehouse Street so they could service the unit while the 156th Street construction was going on. Met with Doug Stevens and got permission to move it up next to their building along the street.
- We water all our new trees weekly.
- Applied Round-up to our parks on 7-15
- We did tractor work in Tim Ohrt where our debris pile was located. We did soil prep and seeded the entire area.
- Met with Nancy Nuemeyer regarding her garden, weeds and old power pole removal.

- Extra litter and trash was reported at Johns-Bohns Park on Monday after the park was reserved over the weekend. When we got there to pick it up, Christiansen Trash had already beat us to it when they emptied their trash barrels. Great service to the City.
- We mulched our Nature Trail with the remaining mulch from our last tree pile grinding...and to make room for our next mulch pile.
- We cut down 6 legacy Elm trees on the west side of Tim Ohrt. They were dead, dying or about to keel over.
- We mulched around tree clusters at Tim Ohrt, making the mowing and trimming much easier plus adding to the esthetic look of the tree line.
- Spoke with the Neb Forestry Service regarding various tree grants to gain money for further development of our parks.
- Worked on the Ash Tree in the island by the Bank of Bennington to cut out a dead limb. Had to close off traffic in one lane and hired out Jeff Melies to climb the tree and remove the limb. We did the cleanup and assisted, keeping the costs minimal.
- Trimmed out a high risk limb in Centennial Park in the Elm tree along Warehouse Street. I hired Jeff Melies to climb and extract. We did the cleanup and assisted, keeping the costs minimal. \$200 for both trees
- We added new gate posts for a new lockable gate at Tim Ohrt to restrict errant traffic into and on our park grass.
- We prepped and painted all the Trail bollards with safety yellow from 156th Street to 168th. We also dug out and replaced the broken plastic PVC pipe that had been run over and had a metal bollard made and inserted it in the cup along the trail.

STATE OF THE STREETS

- Addressed a huge broken limb stretching across Bennington Road and resting upon an electric line. Called OPPD and assisted when they arrived.
- Added 5 “No Parking” signs along both sides of Molley St from Bennington Road to 2nd Street. This allows better traffic flow during the construction of 156th Street.

- Was called to assess the undermining at 15664 N 2nd and discovered the storm pipe was disjointed. Had H & R come and dig out and pour a collar around the pipe, then replace with dirt and small piece of sod.
- Added a "No Thru Traffic" sign at the corner going into 157th Circle.
- Added 3 STOP signs, 1 in Bennington Park West and 2 near Prairie Hollow
- Completed a review of the 1 in 6 year plan for Julie (JEO) and offered my recommendations.
- Added 15 mph signs along Molley Street per City Councils recommendation.
- Was asked to remove tree limbs covering up the solar speed sign along 168th Street south of the Jr High School. I called Douglas County to clear that area as that is their responsibility.
- We trimmed out trees along Bennington Road.
- We trimmed out all the trees along 156th Street from the Elementary School north to 4th Street on the East side.
- Helped locate the sewer and storm pipes for SBR Underground to help with the 156th Street construction.
- Beginning to patch and smooth out the Alleys in town.
- Met with a contractor to get estimates on a speed bump and sidewalks along Molley St for a project with Shane Pekny.

STATE OF THE BALL AND SOCCER FIELDS

- Was asked by BAL and the Legion to come up with some signs to assist with parking and traffic flow in the Ball Complex. I ordered a variety of signs, hung them and believe they helped a great deal keeping end lanes open for emergency vehicles and general flow.
- Was asked to repair the fence gates for the BAL in Fields 1 and 3.
- Was asked by Doug Smith with the Legion if they could park campers near our shop and use our 220 outlets for 4 days during their State tournament. Instead, I suggested and met with the neighbors for permission to park their trailers and rent a generator in the tree grove just across the road from the Legion Concession Stand. The spot was perfect and they had a lot of compliments. Also, we placed extra trash barrels near the Legion to accommodate the extra usage during the recent State tournament.

STATE OF OUR CITY BUILDINGS

- Lisa complained of chirping birds in the Library and we checked the tower, but didn't find any evidence of birds.
- Met with Strategic electric, OPPD and JEO to locate the best location to do a temp electrical hookup near the library.
- Was called to asses a ceiling leak at the Library. I noticed water pooling near 2 roof vents and ascertained the problem was that the water had nowhere to drain. I called Nelson Hill roofing company to have them come fix the problem.
- Was asked by Mindi to hire a glass company to replace a fogged glass in one of the windows on the north side of the City Office. I called Elkhorn Glass and they came out to fix the pane.
- Mindi asked us to hang her new cork board in the City Office.

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 #12

Office Report

ITEM #13

Project Tracker

City of Bennington Project Tracker



Jul-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"> 1. City Clerk/Treasurer needs to set up a separate bank account to keep any ASIP funds in. (done with first deposit) Completed 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 & 6 year plan review/approval). Scheduled for September. 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.
Building Permits	090034	Administration	Tyler Hevlin	General Engineering	On-Going	<ul style="list-style-type: none"> • JEO will be responding to the City of Omaha on a possible building north of Highway 36. • 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.
City Park Development on Neumeyer Property	090034	Administration	Julie Ogden	General Engineering	On-Going	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. The Bennington Foundation held the first stakeholders meeting on June 29th with the next meeting to be the week of July 13th. JEO is reviewing potential funding possibilities for improvements and will provide the council with a memo summarizing options at the August meeting.
Gary Olson (Above and Beyond Roofing) Sanitary Sewer Easement & Parking Construction	090034	Administration	Tyler Hevlin	General Engineering	On-Going	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. The required parking has been installed.
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"> • Grading plans and the flood plain permit have been submitted and approved • Plans for other improvements will be submitted for review later this fall
Newport Hill	090034	Administration	Julie Ogden	General Engineering	On-Going	JEO reviewed and responded to the SID's request to remove splitter islands within the subdivision. As of June 2020 this did not appear to have been completed yet.
Newport Vista subdivision	090034	Administration	Julie Ogden	General Engineering	On-Going	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: Paving work has started and storm sewer is on going (nearly complete). As of last update from developer, there were still a few areas where compaction was an issue with the sanitary sewer trenches.

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. 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. Landscaping items were installed on the northwest corner of the 2nd and Allen Street Intersection without an approved plan. JEO has coordinated with the developer to get a landscaping plan approved and install some additional sidewalk at the 2nd and Allen intersection. Sidewalk construction is anticipated to occur in August/September 2020. A draft plan was submitted and is under review.
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.
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. Work is nearly complete on items related to the City (street/sewer).
CW Haden parking issue	090034	Transportation	Evan Wickersham	General Engineering	Provided to the City	JEO has updated the previous options for parking improvements along CW Haden and provided them to the Mayor for review.
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. An updated CIP should be considered for updates in 2020 since 156th Street will be under construction and to include any ASIP projects.
2019 Road Improvements	090034	WIG	Julie Ogden	General Engineering	Warranty Period	Asphalt Overlay work is complete and warranty expires in December 2020 . The microsurfacing work is completed. Warranty expires in November 2020 .
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.
Bennington Road Sidewalk	090034	WIG	Julie Ogden	General Engineering	Complete	The project is complete and the seeding is coming in nicely. This project will be monitored for any warranty items through July 2020 . John and Julie have reviewed and found no items to be addressed under warranty.
Bruning – Replat 12 Lot 1 Building Permit	090034	Administration	Jeff Ray	General Engineering	Complete	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). Work Completed and reviewed by John B.

Project	JEO Project No.	JEO Department Leading Project	Assigned To	Contract Executed	Status	Update Comments From Previous Month
McGregor Brae subdivision	090034	Administration	Tyler Hevlin	General Engineering	Complete	This subdivision is complete and will be monitored for warranty items. Warranty expires in June 2020 . John and Julie have reviewed and found no items to be addressed under warranty.
Pedestrian Access from Logemann Park Lot to the Ballfields	090034	Administration	Julie Ogden	General Engineering	Complete	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) 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").
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.
Vermont Street Improvements	090034	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.

2019/20 MINDI REPORT

ALL REVENUES BUDGETED -----\$3,842,230
 ALL EXPENSES BUDGETED -----\$3,917,594
 BUDGETED DIFFERENCE-----\$(75,364)

IMPACTS TO THE BUDGET -- 10 Month Review 7/30/2020**EXPENSE IMPACTS TO BUDGET**

	YTD Spend	Budgeted		Difference
• STREETS: STREET REPAIR & MAINTENANCE (6110)	\$ 244,754	\$ 225,000	\$	(19,754.00)
• STREETS: LOGEMANN PARK (6266)	\$ 98,240	\$ 95,000	\$	(3,240.00)
• STREETS: ENGINEERING (6093; 6095; 6097; 6090)	\$ 116,640	\$ 65,000	\$	(51,640.00)
• SEWER: ENGINEERING (6090)	\$ 75,000	\$ 5,000	\$	(70,000.00)
• STREET: LEGAL 156TH STREET IMPROVEMENT (6140)	\$ 15,181	\$ -	\$	(15,181.00)
• STREET: SNOW REMOVAL	\$ 35,672	\$ 60,000	\$	24,328
			\$	(135,487.40)

REVENUE IMPACTS TO BUDGET

	YTD Deposits	Budgeted		Difference
• SEWER: SEWER CONNECT PERMIT FEES (5206)	\$ 48,735	\$ 35,000	\$	13,735.00
• STREET: MISC. STREET INCOME (5605)	\$ 477,324	\$ -	\$	477,324.00
• GENERAL: LOCAL SALES TAX (5010)	\$ 593,103	\$ 550,000		REVENUE IS PACING HIGH

NET EFFECT \$ **441,439.00**