

City of Bennington
City Council Meeting Agenda
Monday, September 14, 2020; 6:30 p.m.
City Office, 15505 Warehouse Street
Bennington, NE
402-238-2375

1. Call to Order - Roll Call – Open Meetings Act
2. Approval of Consent Agenda
 - A. August 10, 2020 City Council Meeting Minutes
 - B. August 24, 2020 City Council Budget Meeting Minutes
 - C. August 2020 Bills Paid
 - D. Keno Receipts: August 8.75%: \$4,136.32
3. 2020-2021 Budget Hearing, Budget Summary and Tax Request
 - A. Presentation – City Accountant, Gene Garrelts
 - B. Public Hearing
4. 2020-2021 Budget Resolution No. 2020-12 Setting Final Tax Request
 - A. Motion to Approve
5. Resolution No. 2020-13 Amending 2019-2020 Budget
 - A. Presentation
 - B. Public Hearing
 - C. Motion to Approve
6. Review and Approval of 2020-2021 One and Six Year Street Plan
 - A. Presentation
 - B. Public Hearing
 - C. Motion to Approve Resolution No. 2020-14 and Adopt the One and Six Year Street Plan
7. Special Fence Permit Application, Cassandra Marron –
10201 N. 152 Ave. The Heritage
 - A. Motion
8. Event App/Street Closure – BBQ Festival, Bennington Chamber of Commerce
Liquor License for JDUB's and Nate's Stumble Inn – Sat. Oct. 17 8am-12am
 - A. Motion to Approve
9. Application to keep a Mini Pig located at 118 N. Stark St. – Noah Phillips
 - A. Motion
10. Resolution 2020-19 for 3-way stop signs located at the Intersection of 161st Ave.
and Bruning St.
 - A. Motion

11. Ordinance No. 491 Amending Sections 5-501 and 5-503 of the Bennington Municipal Code regarding Parking and Storage Restrictions in City Parks and Towing and Removal
 - A. Motion to Introduce and Waive Three Readings
 - B. Motion to Approve and Adopt
12. Bennington 156th Street Project
 - A. Nebraska Department of Transportation Invoice - N/A
 - B. Project Schedule Update
 - C. Motion to Approve Invoice No. 118466 to JEO Consulting Group for \$7,235
 - D. Motion to Approve Signing Resolution 2020-15 for Supplemental Agreement No. 4 with HDR Engineering totaling \$4,048.88 for Final Roadway Design Plans after Right-of-Way Negotiations, Condemnation Efforts and Redesign Storm Sewer
 - E. Motion to Approve Signing Resolution 2020-16 for Supplemental Agreement No. 5 with HDR Engineering totaling \$1,689.24 for Construction, Shop Drawing and Environmental Reviews
 - F. Project Tracker for 156th Street
13. Bennington General Engineering
 - A. Motion to Approve Invoice No. 118467 to JEO Consulting Group for \$3,472.50
14. 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.
 - A. Resolution No. 2020-17 Accepting the Amended Donation and Conveyance of Real Property and Accepting the Donation Agreement Therefor
 - i. Motion to Approve
 - B. Resolution No. 2020-18 Authorizing the Purchase of Real Property and Accepting the Amended Sale and Purchase Agreement Therefor
 - i. Motion to Approve
15. Library Report
16. Police Report
17. Public Works Report
18. Office Report
19. Project Tracker
20. Public Comments – This is the proper time for public comments on any topic or matter which is not on the agenda.
21. Adjourn

Monthly Financials

CITY SALES TAX

2017		2018		2019		2020	
January	37127.06	January	38148.6	January	49923.83	January	54779.3
February	34764.75	February	41398.22	February	46422.11	February	49777.21
March	52777.38	March	49779.74	March	48482.74	March	53676.73
April	42527.51	April	43733.41	April	50818.6	April	57950.3
May	61129.98	May	50355.27	May	62803.18	May	67190.44
June	50013.09	June	54658.58	June	64975.7	June	67785.84
July	44048.51	July	47611.98	July	64642.54	July	
August	43625.46	August	60726.89	August	65650.01	August	
September	47828.65	September	70377.15	September	82015.11	September	
October	48335.97	October	50109.59	October	57991.97	October	
November	45332.73	November	50748.63	November	56227.02	November	
December	48745.87	December	54090.22	December	94364.41	December	
Total	556256.96	Total	611738.28	Total	744317.22	Total	351159.82

KENO REVENUE

2017		2018		2019		2020	
January	3420.74	January	3266.58	January	3195.97	January	4834.07
February	1728.13	February	2900.43	February	2498.32	February	5066.27
March	2361.94	March	3066.41	March	2,621.99	March	4913.77
April	2803.24	April	3017.41	April	4222.62	April	648.52
May	2206.02	May	2912.92	May	3341.01	May	911.62
June	2058.72	June	2306.93	June	3185.37	June	2555.08
July	2179.64	July	2308.89	July	3515.97	July	3726.62
August	2140.74	August	2068.45	August	3384.45	August	4136.32
September	2512.76	September	2719.56	September	3909.77	September	
October	3154.87	October	2212.62	October	4527.91	October	
November	3404.27	November	2675.46	November	3991.76	November	
December	3104.97	December	3154.45	December	4985.14	December	
Total	31076.04	Total	32610.11	Total	43380.28	Total	26792.27

10:04 AM

09/10/20

Cash Basis

City of Bennington, Nebraska

Profit & Loss by Class

October 2019 through August 2020

	Debt Servic...	Fiduciary F...	General Go...	Keno Fund	Library Exp...	Parkland I...	Sewer Repl...	Street Fund	Unclassified	TOTAL
Ordinary Income/Expense										
Income										
5000 · Taxes										
5002 · Property Taxes	377,035.25	0.00	643,615.02	0.00	0.00	0.00	0.00	0.00	0.00	1,020,650.27
5004 · Homestead Allocation	11,473.55	0.00	22,438.38	0.00	0.00	0.00	0.00	0.00	0.00	33,911.93
5008 · Motor Vehicle Fees	886.81	0.00	1,474.26	0.00	0.00	0.00	0.00	16,129.46	0.00	18,490.53
5010 · Sales Tax-Local Option Receipts	0.00	0.00	656,182.46	0.00	0.00	0.00	0.00	0.00	0.00	656,182.46
5011 · Motor Vehicle Sales Tax	0.00	0.00	35,554.40	0.00	0.00	0.00	0.00	13,061.68	0.00	48,616.08
5012 · In-Lieu-Of Tax	10,700.69	0.00	32,038.79	0.00	0.00	0.00	0.00	0.00	0.00	42,739.48
5020 · Special Assessments	0.00	0.00	-1.02	0.00	0.00	0.00	0.00	0.00	0.00	-1.02
Total 5000 · Taxes	400,096.30	0.00	1,391,302.29	0.00	0.00	0.00	0.00	29,191.14	0.00	1,820,589.73
5100 · Intergovernmental										
5101 · Property Tax Credit Allocation	7,743.50	0.00	12,611.84	0.00	0.00	0.00	0.00	0.00	0.00	20,355.34
5106 · Douglas Cnty Library User Fees	0.00	0.00	24,165.62	0.00	0.00	0.00	0.00	0.00	0.00	24,165.62
5120 · Highway Allocation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	157,826.28	0.00	157,826.28
5121 · Highway Allocation-Sales Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	73,064.91	0.00	73,064.91
Total 5100 · Intergovernmental	7,743.50	0.00	36,777.46	0.00	0.00	0.00	0.00	230,891.19	0.00	275,412.15
5200 · Charges for Services										
5201 · Library-Non DC Fees	0.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	120.00
5202 · Library Fines & Copy Fees	0.00	0.00	438.15	0.00	0.00	0.00	0.00	0.00	0.00	438.15
5203 · Library-Book Replacement Fees	0.00	0.00	400.65	0.00	0.00	0.00	0.00	0.00	0.00	400.65
5204 · Franchise Fee-Cable TV	0.00	0.00	23,091.66	0.00	0.00	0.00	0.00	0.00	0.00	23,091.66
5205 · Public Hearing Fees	0.00	0.00	2,017.00	0.00	0.00	0.00	0.00	0.00	0.00	2,017.00
5206 · Sewer Connection Permit Fee	0.00	0.00	0.00	0.00	0.00	0.00	53,726.50	0.00	0.00	53,726.50
5207 · ASIP Collection Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,144.00	0.00	23,144.00
5208 · Sewer Receipts	0.00	0.00	0.00	0.00	0.00	0.00	359,221.90	0.00	0.00	359,221.90
5210 · Dog Licenses	0.00	0.00	2,381.00	0.00	0.00	0.00	0.00	0.00	0.00	2,381.00
5211 · Pet Licensing State Fee	0.00	0.00	-126.88	0.00	0.00	0.00	0.00	0.00	0.00	-126.88
5212 · Liquor Licenses	0.00	0.00	3,300.00	0.00	0.00	0.00	0.00	0.00	0.00	3,300.00
5214 · Tobacco Licenses	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00
5216 · Fireworks Permits	0.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00
Total 5200 · Charges for Services	0.00	0.00	32,131.58	0.00	0.00	0.00	412,948.40	23,144.00	0.00	468,223.98
5300 · Use of Money & Property										
5302 · Interest	0.00	0.00	4,123.51	997.60	26.12	740.02	0.00	0.00	0.00	5,887.25
5304 · Community Room Revenue	0.00	0.00	563.75	0.00	0.00	0.00	0.00	0.00	0.00	563.75
Total 5300 · Use of Money & Property	0.00	0.00	4,687.26	997.60	26.12	740.02	0.00	0.00	0.00	6,451.00
5400 · Grants and Contributions										
5401 · Police Grants	0.00	0.00	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00
5402 · Donations	0.00	0.00	205.00	0.00	0.00	0.00	0.00	0.00	0.00	205.00
5403 · Contrib's/Donations-Libr	0.00	0.00	637.29	0.00	0.00	0.00	0.00	0.00	0.00	637.29
Total 5400 · Grants and Contributions	0.00	0.00	15,842.29	0.00	0.00	0.00	0.00	0.00	0.00	15,842.29
5500 · Bond and Note Proceeds										
5502 · Bond Proceeds	2,652,784.14	1.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,652,785.32
Total 5500 · Bond and Note Proceeds	2,652,784.14	1.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,652,785.32
5600 · Other Miscellaneous Income										
5601 · Police Misc Income	0.00	0.00	10,035.00	0.00	0.00	0.00	0.00	0.00	0.00	10,035.00
5602 · Keno	0.00	0.00	0.00	40,297.18	0.00	0.00	0.00	0.00	0.00	40,297.18
5605 · Park/Streets Misc Income	0.00	0.00	32,004.62	0.00	0.00	0.00	0.00	477,324.29	0.00	509,328.91
5607 · TIF INCOME & EXPENSE	0.00	426,279.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	426,279.77
5608 · LIBRARY EXPANSION	0.00	0.00	0.00	0.00	27,481.02	0.00	0.00	0.00	0.00	27,481.02
5600 · Other Miscellaneous Income - Other	0.00	0.00	459.42	0.00	0.00	0.00	0.00	0.00	0.00	459.42
Total 5600 · Other Miscellaneous Income	0.00	426,279.77	42,499.04	40,297.18	27,481.02	0.00	0.00	477,324.29	0.00	1,013,881.30
Total Income	3,060,623.94	426,280.95	1,523,239.92	41,294.78	27,507.14	740.02	412,948.40	760,550.62	0.00	6,253,185.77
Gross Profit	3,060,623.94	426,280.95	1,523,239.92	41,294.78	27,507.14	740.02	412,948.40	760,550.62	0.00	6,253,185.77
Expense										
6010 · Accounting	0.00	0.00	17,920.00	0.00	0.00	0.00	0.00	0.00	0.00	17,920.00
6017 · TIF Bond Interest Payments	0.00	406,322.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	406,322.47
6040 · Collection Fees-Douglas County	3,729.02	0.00	8,342.40	0.00	0.00	0.00	0.00	0.00	0.00	12,071.42
6041 · Admin Fees - State of Ne	0.00	0.00	19,760.97	0.00	0.00	0.00	0.00	0.00	0.00	19,760.97
6042 · VTR 1% Payback	0.00	0.00	54.12	0.00	0.00	0.00	0.00	0.00	0.00	54.12
6070 · Dues and Subscriptions	0.00	0.00	5,627.00	0.00	0.00	0.00	0.00	60.00	0.00	5,687.00
6075 · Economic Development	0.00	0.00	8,870.00	0.00	0.00	0.00	0.00	0.00	0.00	8,870.00
6090 · Engineering										
6093 · Benn. Park 5	0.00	0.00	180.00	0.00	0.00	0.00	0.00	0.00	0.00	180.00
6095 · Engineering-Logeman Park	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	75,000.00	0.00	150,000.00
6097 · 156th Street Imprvmt Proj	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41,536.25	0.00	41,536.25
6090 · Engineering - Other	0.00	0.00	64,547.50	0.00	0.00	0.00	0.00	8,505.00	0.00	73,052.50
Total 6090 · Engineering	0.00	0.00	64,727.50	0.00	0.00	0.00	75,000.00	125,041.25	0.00	264,768.75
6110 · Repairs & Maintenance	0.00	0.00	2,832.51	0.00	0.00	0.00	0.00	250,747.85	0.00	253,580.36
6120 · Insurance	0.00	0.00	47,618.00	0.00	0.00	0.00	0.00	0.00	0.00	47,618.00
6140 · Legal										
6143 · Benn. Park 5	0.00	0.00	145.00	0.00	0.00	0.00	0.00	0.00	0.00	145.00
6147 · 156th Street Improvement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92.00	0.00	92.00
6140 · Legal - Other	0.00	0.00	33,206.30	0.00	0.00	0.00	0.00	15,857.35	0.00	49,063.65
Total 6140 · Legal	0.00	0.00	33,351.30	0.00	0.00	0.00	0.00	15,949.35	0.00	49,300.65
6150 · Miscellaneous	0.00	0.00	16,863.58	0.00	0.00	0.00	0.00	49.72	0.00	16,913.30
6160 · Occupation Tax	0.00	0.00	1,100.00	0.00	0.00	0.00	0.00	0.00	0.00	1,100.00
6180 · Office Supplies	0.00	0.00	3,068.75	0.00	0.00	0.00	0.00	0.00	0.00	3,068.75
6190 · Postage	0.00	0.00	491.17	0.00	0.00	0.00	0.00	0.00	0.00	491.17
6200 · Publication	0.00	0.00	2,650.02	0.00	0.00	0.00	0.00	0.00	0.00	2,650.02
6210 · Sewer Connections	0.00	0.00	0.00	0.00	0.00	0.00	38,132.00	0.00	0.00	38,132.00
6215 · Sewer - City of Omaha	0.00	0.00	0.00	0.00	0.00	0.00	112,319.43	0.00	0.00	112,319.43
6218 · Signs	0.00	0.00	2,853.72	0.00	0.00	0.00	0.00	269.36	0.00	3,123.08
6220 · People Service Contract	0.00	0.00	0.00	0.00	0.00	0.00	12,925.00	0.00	0.00	12,925.00
6230 · Equipment	0.00	0.00	2,930.34	0.00	0.00	0.00	0.00	0.00	0.00	2,930.34
6250 · Locates	0.00	0.00	0.00	0.00	0.00	0.00	763.89	0.00	0.00	763.89
6255 · Snow Removal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,672.40	0.00	35,672.40
6256 · 156th St Improvement	0.00	0.00	1,800.00	0.00	0.00	0.00	0.00	457,223.37	0.00	459,023.37
6260 · Telephone	0.00	0.00	1,896.48	0.00	0.00	0.00	0.00	0.00	0.00	1,896.48
6266 · Logeman Park	0.00	0.00	4,215.47	0.00	0.00	0.00	0.00	98,240.03	0.00	102,455.50
6270 · Utilities	0.00	0.00	4,561.41	0.00	0.00	0.00	0.00	52,004.07	0.00	56,565.48
6560 · Payroll Expnses-Gen Govt/Street										
6562 · Payroll Taxes-Genl Govt/Streets	0.00	0.00	4,202.73	0.00	0.00	0.00	0.00	3,411.46	0.00	7,614.19

10:04 AM

09/10/20

Cash Basis

City of Bennington, Nebraska

Profit & Loss by Class

October 2019 through August 2020

	Debt Servic...	Fiduciary F...	General Go...	Keno Fund	Library Exp...	Parkland I...	Sewer Repl...	Street Fund	Unclassified	TOTAL
6570 · Salary-City Clerk's Office										
6571 · Full Time City Office	0.00	0.00	50,681.47	0.00	0.00	0.00	0.00	0.00	0.00	50,681.47
6572 · Part-time City Office	0.00	0.00	12,543.56	0.00	0.00	0.00	0.00	0.00	0.00	12,543.56
Total 6570 · Salary-City Clerk's Office	0.00	0.00	63,225.03	0.00	0.00	0.00	0.00	0.00	0.00	63,225.03
6560 · Payroll Expnses-Gen Govt/Street - Other	0.00	0.00	1,273.40	0.00	0.00	0.00	0.00	40.45	0.00	1,313.85
Total 6560 · Payroll Expnses-Gen Govt/Street	0.00	0.00	68,701.16	0.00	0.00	0.00	0.00	3,451.91	0.00	72,153.07
6561 · Meritorious Awards	0.00	0.00	1,200.00	0.00	0.00	0.00	0.00	0.00	156.95	1,356.95
6580 · Ret Plan Contrib-Gen Govt/Stree	0.00	0.00	1,870.06	0.00	0.00	0.00	0.00	0.00	0.00	1,870.06
6581 · Health Insurance	0.00	0.00	10,999.06	0.00	0.00	0.00	0.00	0.00	0.00	10,999.06
7102 · Bonds Retired										
7107 · 2017 BAN	40,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40,000.00
7127 · 2012 Refunding Bonds	1,220,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,220,000.00
7129 · 2013 Refunding of 1-15-08 Bond	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00
7130 · 3-17-15 REFUND BOND	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00
Total 7102 · Bonds Retired	1,490,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,490,000.00
7200 · Interest										
7211 · INTEREST ON 2017 BAN	18,520.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,520.00
7225 · 2012 Refunding Bond Interest	19,849.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,849.81
7227 · Refunding of 1/15/08 Bnd Intere	232.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	232.50
7228 · 3-17-15 REFUNDED BOND	37,552.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,552.50
7229 · 2-15-19 Refunding Bond Interest	5,275.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,275.75
Total 7200 · Interest	81,430.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81,430.56
7802 · Keno License	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	100.00
7900 · Library Expansion	0.00	0.00	0.00	0.00	11,593.40	0.00	0.00	0.00	0.00	11,593.40
8900 · Park and Recreation										
8918 · Equipment	0.00	0.00	44,449.43	0.00	0.00	0.00	0.00	40,315.11	0.00	84,764.54
8928 · Gas and Oil	0.00	0.00	1,892.01	0.00	0.00	96.53	0.00	1,458.57	0.00	3,447.11
8932 · Health Insurance	0.00	0.00	7,017.42	0.00	0.00	0.00	0.00	7,245.80	0.00	14,263.22
8935 · Mileage	0.00	0.00	719.23	0.00	0.00	0.00	0.00	822.42	0.00	1,541.65
8950 · Repairs and Maintenance	0.00	0.00	53,201.01	0.00	0.00	0.00	5,705.70	8,055.01	0.00	66,961.72
8952 · Training	0.00	0.00	857.30	0.00	0.00	0.00	0.00	0.00	0.00	857.30
8954 · Restroom Rental	0.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	0.00	450.00
8962 · Payroll Taxes	0.00	0.00	4,666.22	0.00	0.00	0.00	0.00	0.00	0.00	4,666.22
8970 · Salaries total										
8971 · Full time salaries	0.00	0.00	26,706.86	0.00	0.00	0.00	0.00	0.00	0.00	26,706.86
8972 · Part time salaries	0.00	0.00	23,778.08	0.00	0.00	0.00	0.00	0.00	0.00	23,778.08
Total 8970 · Salaries total	0.00	0.00	50,484.94	0.00	0.00	0.00	0.00	0.00	0.00	50,484.94
8978 · Supplies	0.00	0.00	6,708.99	0.00	0.00	0.00	0.00	5,844.63	0.00	12,553.62
8980 · Telephone	0.00	0.00	1,033.23	0.00	0.00	0.00	0.00	888.77	0.00	1,922.00
8981 · Retirement Plan Contributions	0.00	0.00	795.43	0.00	0.00	0.00	0.00	728.04	0.00	1,523.47
8982 · Utilities	0.00	0.00	4,869.23	0.00	0.00	0.00	0.00	2,542.73	0.00	7,411.96
8985 · Ballfield Lights	0.00	0.00	2,410.77	0.00	0.00	0.00	0.00	0.00	0.00	2,410.77
8900 · Park and Recreation - Other	0.00	0.00	2,601.12	0.00	0.00	2,500.00	0.00	668.94	0.00	5,770.06
Total 8900 · Park and Recreation	0.00	0.00	182,156.33	0.00	0.00	2,596.53	5,705.70	68,570.02	0.00	259,028.58
9000 · Police Department										
9015 · Dues, Memberships & Publication	0.00	0.00	145.00	0.00	0.00	0.00	0.00	0.00	0.00	145.00
9018 · Equipment	0.00	0.00	17,003.98	0.00	0.00	0.00	0.00	0.00	0.00	17,003.98
9028 · Gas and Oil	0.00	0.00	4,134.13	0.00	0.00	0.00	0.00	0.00	0.00	4,134.13
9032 · Health Insurance	0.00	0.00	28,517.19	0.00	0.00	0.00	0.00	0.00	0.00	28,517.19
9040 · Meetings	0.00	0.00	66.17	0.00	0.00	0.00	0.00	0.00	0.00	66.17
9045 · Miscellaneous	0.00	0.00	47,579.82	0.00	0.00	0.00	0.00	0.00	0.00	47,579.82
9050 · Repairs and Maintenance- Equip	0.00	0.00	1,807.78	0.00	0.00	0.00	0.00	0.00	0.00	1,807.78
9051 · Repairs & Maint - Vehicles	0.00	0.00	5,087.05	0.00	0.00	0.00	0.00	0.00	0.00	5,087.05
9052 · Repairs & Maintenance-Buildings	0.00	0.00	1,838.63	0.00	0.00	0.00	0.00	0.00	0.00	1,838.63
9055 · Computer Tech Support	0.00	0.00	1,616.89	0.00	0.00	0.00	0.00	0.00	0.00	1,616.89
9062 · Payroll Taxes	0.00	0.00	10,302.66	0.00	0.00	0.00	0.00	0.00	0.00	10,302.66
9070 · Salaries total										
9071 · Full time Salaries	0.00	0.00	110,596.07	0.00	0.00	0.00	0.00	0.00	0.00	110,596.07
9072 · Part time salaries	0.00	0.00	27,919.51	0.00	0.00	0.00	0.00	0.00	0.00	27,919.51
9073 · Police Overtime	0.00	0.00	1,450.32	0.00	0.00	0.00	0.00	0.00	0.00	1,450.32
Total 9070 · Salaries total	0.00	0.00	139,965.90	0.00	0.00	0.00	0.00	0.00	0.00	139,965.90
9077 · Supplies	0.00	0.00	7,119.75	0.00	0.00	0.00	0.00	0.00	0.00	7,119.75
9078 · Supplies & Ammunition	0.00	0.00	2,522.80	0.00	0.00	0.00	0.00	0.00	0.00	2,522.80
9079 · Postage	0.00	0.00	231.13	0.00	0.00	0.00	0.00	0.00	0.00	231.13
9080 · Telephone	0.00	0.00	4,403.08	0.00	0.00	0.00	0.00	0.00	0.00	4,403.08
9081 · Retirement Plan Contributions	0.00	0.00	1,081.36	0.00	0.00	0.00	0.00	0.00	0.00	1,081.36
9082 · Utilities	0.00	0.00	6,646.42	0.00	0.00	0.00	0.00	0.00	0.00	6,646.42
9083 · Training	0.00	0.00	3,476.37	0.00	0.00	0.00	0.00	0.00	0.00	3,476.37
9084 · Employee Tuition Reimbursement	0.00	0.00	1,397.50	0.00	0.00	0.00	0.00	0.00	0.00	1,397.50
9085 · Uniforms	0.00	0.00	523.50	0.00	0.00	0.00	0.00	0.00	0.00	523.50
Total 9000 · Police Department	0.00	0.00	285,467.11	0.00	0.00	0.00	0.00	0.00	0.00	285,467.11
9100 · Fire Department	0.00	0.00	130,000.00	0.00	0.00	0.00	0.00	0.00	0.00	130,000.00
9200 · Library										
9205 · Print Materials	0.00	0.00	13,520.69	0.00	0.00	0.00	0.00	0.00	0.00	13,520.69
9210 · Dues	0.00	0.00	367.02	0.00	0.00	0.00	0.00	0.00	0.00	367.02
9215 · Equipment	0.00	0.00	1,787.21	0.00	0.00	0.00	0.00	0.00	0.00	1,787.21
9220 · Electronic Materials	0.00	0.00	2,186.60	0.00	0.00	0.00	0.00	0.00	0.00	2,186.60
9225 · Housekeeping	0.00	0.00	3,502.24	0.00	0.00	0.00	0.00	0.00	0.00	3,502.24
9230 · Office & Postage	0.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00
9235 · Repairs & Maintenance	0.00	0.00	1,726.92	0.00	0.00	0.00	0.00	0.00	0.00	1,726.92
9240 · Salaries										
9241 · Full time Salaries	0.00	0.00	41,100.17	0.00	0.00	0.00	0.00	0.00	0.00	41,100.17
9242 · Part time salaries	0.00	0.00	32,868.10	0.00	0.00	0.00	0.00	0.00	0.00	32,868.10
Total 9240 · Salaries	0.00	0.00	73,968.27	0.00	0.00	0.00	0.00	0.00	0.00	73,968.27
9245 · Reading Program	0.00	0.00	1,989.13	0.00	0.00	0.00	0.00	0.00	0.00	1,989.13
9250 · Supplies	0.00	0.00	2,743.73	0.00	0.00	0.00	0.00	0.00	0.00	2,743.73
9255 · Telephone	0.00	0.00	744.90	0.00	0.00	0.00	0.00	0.00	0.00	744.90
9260 · Utilities	0.00	0.00	2,855.46	0.00	0.00	0.00	0.00	0.00	0.00	2,855.46
9262 · Payroll Taxes	0.00	0.00	5,859.22	0.00	0.00	0.00	0.00	0.00	0.00	5,859.22
9265 · Travel/Mileage	0.00	0.00	242.44	0.00	0.00	0.00	0.00	0.00	0.00	242.44
9270 · Continuing Education	0.00	0.00	51.99	0.00	0.00	0.00	0.00	0.00	0.00	51.99
9275 · Electronic Access	0.00	0.00	4,164.01	0.00	0.00	0.00	0.00	0.00	0.00	4,164.01
9281 · Retirement Plan Contributions	0.00	0.00	1,930.46	0.00	0.00	0.00	0.00	0.00	0.00	1,930.46

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Cash Basis

City of Bennington, Nebraska

Profit & Loss by Class

October 2019 through August 2020

	Debt Servic...	Fiduciary F...	General Go...	Keno Fund	Library Exp...	Parkland I...	Sewer Repl...	Street Fund	Unclassified	TOTAL
9285 · Health Ins	0.00	0.00	11,501.46	0.00	0.00	0.00	0.00	0.00	0.00	11,501.46
Total 9200 · Library	0.00	0.00	129,341.75	0.00	0.00	0.00	0.00	0.00	0.00	129,341.75
9370 · Salaries-Streets total										
9371 · Full time salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,332.39	0.00	27,332.39
9372 · Part time salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,316.24	0.00	16,316.24
Total 9370 · Salaries-Streets total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43,648.63	0.00	43,648.63
Total Expense	1,575,159.58	406,322.47	1,061,270.21	100.00	11,593.40	2,596.53	244,846.02	1,150,927.96	156.95	4,452,973.12
Net Ordinary Income	1,485,464.36	19,958.48	461,969.71	41,194.78	15,913.74	-1,856.51	168,102.38	-390,377.34	-156.95	1,800,212.65
Net Income	1,485,464.36	19,958.48	461,969.71	41,194.78	15,913.74	-1,856.51	168,102.38	-390,377.34	-156.95	1,800,212.65

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Cash Basis

City of Bennington, Nebraska

Profit & Loss Budget vs. Actual - GENERAL AND BOND FUNDS

October 2019 through August 2020

	Oct '19 - Aug 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5000 · Taxes				
5002 · Property Taxes	1,020,650.27	1,087,135.00	-66,484.73	93.9%
5004 · Homestead Allocation	33,911.93			
5006 · VTR Tax	0.00	65,000.00	-65,000.00	0.0%
5008 · Motor Vehicle Fees	2,361.07	7,730.00	-5,368.93	30.5%
5010 · Sales Tax-Local Option Receipts	656,182.46	550,000.00	106,182.46	119.3%
5011 · Motor Vehicle Sales Tax	35,554.40			
5012 · In-Lieu-Of Tax	42,739.48	39,500.00	3,239.48	108.2%
5020 · Special Assessments	-1.02			
Total 5000 · Taxes	1,791,398.59	1,749,365.00	42,033.59	102.4%
5100 · Intergovernmental				
5101 · Property Tax Credit Allocation	20,355.34			
5106 · Douglas Cnty Library User Fees	24,165.62	55,000.00	-30,834.38	43.9%
5120 · Highway Allocation	0.00			
Total 5100 · Intergovernmental	44,520.96	55,000.00	-10,479.04	80.9%
5200 · Charges for Services				
5201 · Library-Non DC Fees	120.00	250.00	-130.00	48.0%
5202 · Library Fines & Copy Fees	438.15	500.00	-61.85	87.6%
5203 · Library-Book Replacement Fees	400.65	400.00	0.65	100.2%
5204 · Franchise Fee-Cable TV	23,091.66	20,000.00	3,091.66	115.5%
5205 · Public Hearing Fees	2,017.00	3,000.00	-983.00	67.2%
5210 · Dog Licenses	2,381.00	2,200.00	181.00	108.2%
5211 · Pet Licensing State Fee	-126.88	-100.00	-26.88	126.9%
5212 · Liquor Licenses	3,300.00	3,300.00	0.00	100.0%
5214 · Tobacco Licenses	10.00	10.00	0.00	100.0%
5216 · Fireworks Permits	500.00	500.00	0.00	100.0%
Total 5200 · Charges for Services	32,131.58	30,060.00	2,071.58	106.9%
5300 · Use of Money & Property				
5302 · Interest	4,123.51	500.00	3,623.51	824.7%
5304 · Community Room Revenue	563.75	3,000.00	-2,436.25	18.8%
Total 5300 · Use of Money & Property	4,687.26	3,500.00	1,187.26	133.9%
5400 · Grants and Contributions				
5401 · Police Grants	15,000.00			
5402 · Donations	205.00			
5403 · Contrib's/Donations-Libr	637.29			
Total 5400 · Grants and Contributions	15,842.29			
5500 · Bond and Note Proceeds				
5502 · Bond Proceeds	2,652,784.14			
Total 5500 · Bond and Note Proceeds	2,652,784.14			
5600 · Other Miscellaneous Income				
5601 · Police Misc Income	10,035.00	500.00	9,535.00	2,007.0%
5605 · Park/Streets Misc Income	32,004.62	17,500.00	14,504.62	182.9%
5600 · Other Miscellaneous Income - Other	459.42	80,000.00	-79,540.58	0.6%
Total 5600 · Other Miscellaneous Income	42,499.04	98,000.00	-55,500.96	43.4%
Total Income	4,583,863.86	1,935,925.00	2,647,938.86	236.8%
Gross Profit	4,583,863.86	1,935,925.00	2,647,938.86	236.8%
Expense				
6010 · Accounting	17,920.00	22,000.00	-4,080.00	81.5%
6040 · Collection Fees-Douglas County	12,071.42	8,000.00	4,071.42	150.9%
6041 · Admin Fees - State of Ne	19,760.97	18,000.00	1,760.97	109.8%
6042 · VTR 1% Payback	54.12	500.00	-445.88	10.8%
6060 · Dog Catcher	0.00	250.00	-250.00	0.0%
6070 · Dues and Subscriptions	5,627.00	6,000.00	-373.00	93.8%
6075 · Economic Development	8,870.00	8,870.00	0.00	100.0%
6080 · Election Expense	0.00	400.00	-400.00	0.0%
6090 · Engineering				
6093 · Benn. Park 5	180.00			
6095 · Engineering-Logeman Park	0.00	10,000.00	-10,000.00	0.0%
6090 · Engineering - Other	64,547.50	115,000.00	-50,452.50	56.1%
Total 6090 · Engineering	64,727.50	125,000.00	-60,272.50	51.8%
6110 · Repairs & Maintenance	2,832.51	5,000.00	-2,167.49	56.7%
6120 · Insurance	47,618.00	51,080.00	-3,462.00	93.2%
6140 · Legal				
6143 · Benn. Park 5	145.00			
6140 · Legal - Other	33,206.30	50,000.00	-16,793.70	66.4%
Total 6140 · Legal	33,351.30	50,000.00	-16,648.70	66.7%
6150 · Miscellaneous	16,863.58	15,000.00	1,863.58	112.4%
6160 · Occupation Tax	1,100.00	1,100.00	0.00	100.0%
6170 · Office Cleaning	0.00	1,000.00	-1,000.00	0.0%
6180 · Office Supplies	3,068.75	3,500.00	-431.25	87.7%
6190 · Postage	491.17	1,000.00	-508.83	49.1%
6200 · Publication	2,650.02	3,000.00	-349.98	88.3%
6218 · Signs	2,853.72	500.00	2,353.72	570.7%
6230 · Equipment	2,930.34	5,000.00	-2,069.66	58.6%
6256 · 156th St Improvement	1,800.00			
6260 · Telephone	1,896.48	2,200.00	-303.52	86.2%
6266 · Logeman Park	4,215.47			
6270 · Utilities	4,561.41	9,000.00	-4,438.59	50.7%
6560 · Payroll Expnses-Gen Govt/Street				
6562 · Payroll Taxes-Genl Govt/Streets	4,202.73	5,520.00	-1,317.27	76.1%
6570 · Salary-City Clerk's Office				
6571 · Full Time City Office	50,681.47	55,000.00	-4,318.53	92.1%
6572 · Part-time City Office	12,543.56	14,000.00	-1,456.44	89.6%
Total 6570 · Salary-City Clerk's Office	63,225.03	69,000.00	-5,774.97	91.6%
6560 · Payroll Expnses-Gen Govt/Street - Other	1,273.40	1,300.00	-26.60	98.0%
Total 6560 · Payroll Expnses-Gen Govt/Street	68,701.16	75,820.00	-7,118.84	90.6%
6561 · Meritorious Awards	1,200.00	2,500.00	-1,300.00	48.0%
6580 · Ret Plan Contrib-Gen Govt/Stree	1,870.06	2,070.00	-199.94	90.3%

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Cash Basis

City of Bennington, Nebraska

Profit & Loss Budget vs. Actual - GENERAL AND BOND FUNDS

October 2019 through August 2020

	Oct '19 - Aug 20	Budget	\$ Over Budget	% of Budget
6581 · Health Insurance	10,999.06	14,079.00	-3,079.94	78.1%
7102 · Bonds Retired				
7107 · 2017 BAN	40,000.00	40,000.00	0.00	100.0%
7127 · 2012 Refunding Bonds	1,220,000.00	25,000.00	1,195,000.00	4,880.0%
7129 · 2013 Refunding of 1-15-08 Bond	30,000.00	30,000.00	0.00	100.0%
7130 · 3-17-15 REFUND BOND	200,000.00	200,000.00	0.00	100.0%
Total 7102 · Bonds Retired	1,490,000.00	295,000.00	1,195,000.00	505.1%
7200 · Interest				
7211 · INTEREST ON 2017 BAN	18,520.00	18,520.00	0.00	100.0%
7225 · 2012 Refunding Bond interest	19,849.81	34,093.00	-14,243.19	58.2%
7227 · Refunding of 1/15/08 Bnd Intere	232.50	233.00	-0.50	99.8%
7228 · 3-17-15 REFUNDED BOND	37,552.50	37,553.00	-0.50	100.0%
7229 · 2-15-19 Refunding Bond Interest	5,275.75	10,547.00	-5,271.25	50.0%
Total 7200 · Interest	81,430.56	100,946.00	-19,515.44	80.7%
7300 · BOND ISSUANCE COST				
7301 · 2017 BOND ISSUANCE COST	0.00	3,000.00	-3,000.00	0.0%
Total 7300 · BOND ISSUANCE COST	0.00	3,000.00	-3,000.00	0.0%
8900 · Park and Recreation				
8918 · Equipment	44,449.43	30,000.00	14,449.43	148.2%
8928 · Gas and Oil	1,892.01	3,000.00	-1,107.99	63.1%
8932 · Health Insurance	7,017.42	7,039.00	-21.58	99.7%
8935 · Mileage	719.23	600.00	119.23	119.9%
8950 · Repairs and Maintenance	53,201.01	35,000.00	18,201.01	152.0%
8952 · Training	857.30	1,500.00	-642.70	57.2%
8954 · Restroom Rental	450.00	1,800.00	-1,350.00	25.0%
8962 · Payroll Taxes	4,666.22	5,147.00	-480.78	90.7%
8970 · Salaries total				
8973 · Part-time Overtime	0.00	500.00	-500.00	0.0%
8974 · Full-time Overtime	0.00	750.00	-750.00	0.0%
8971 · Full time salaries	26,706.86	52,788.00	-26,081.14	50.6%
8972 · Part time salaries	23,778.08	12,000.00	11,778.08	198.2%
Total 8970 · Salaries total	50,484.94	66,038.00	-15,553.06	76.4%
8978 · Supplies	6,708.99	7,000.00	-291.01	95.8%
8980 · Telephone	1,033.23	800.00	233.23	129.2%
8981 · Retirement Plan Contributions	795.43	1,900.00	-1,104.57	41.9%
8982 · Utilities	4,869.23	6,000.00	-1,130.77	81.2%
8985 · Ballfield Lights	2,410.77	5,000.00	-2,589.23	48.2%
8900 · Park and Recreation - Other	2,601.12	15,000.00	-12,398.88	17.3%
Total 8900 · Park and Recreation	182,156.33	185,824.00	-3,667.67	98.0%
9000 · Police Department				
9015 · Dues, Memberships & Publication	145.00	200.00	-55.00	72.5%
9018 · Equipment	17,003.98	5,500.00	11,503.98	309.2%
9028 · Gas and Oil	4,134.13	10,100.00	-5,965.87	40.9%
9032 · Health Insurance	28,517.19	53,158.00	-24,640.81	53.6%
9040 · Meetings	66.17	200.00	-133.83	33.1%
9045 · Miscellaneous	47,579.82	2,500.00	45,079.82	1,903.2%
9050 · Repairs and Maintenance- Equip	1,807.78	2,500.00	-692.22	72.3%
9051 · Repairs & Maint - Vehicles	5,087.05	4,500.00	587.05	113.0%
9052 · Repairs & Maintenance-Buildings	1,838.63	3,000.00	-1,161.37	61.3%
9055 · Computer Tech Support	1,616.89	2,000.00	-383.11	80.8%
9062 · Payroll Taxes	10,302.66	15,600.00	-5,297.34	66.0%
9070 · Salaries total				
9071 · Full time Salaries	110,596.07	171,500.00	-60,903.93	64.5%
9072 · Part time salaries	27,919.51	22,000.00	5,919.51	126.9%
9073 · Police Overtime	1,450.32	3,000.00	-1,549.68	48.3%
Total 9070 · Salaries total	139,965.90	196,500.00	-56,534.10	71.2%
9077 · Supplies	7,119.75	2,000.00	5,119.75	356.0%
9078 · Supplies & Ammunition	2,522.80	3,000.00	-477.20	84.1%
9079 · Postage	231.13	275.00	-43.87	84.0%
9080 · Telephone	4,403.08	4,450.00	-46.92	98.9%
9081 · Retirement Plan Contributions	1,081.36	6,000.00	-4,918.64	18.0%
9082 · Utilities	6,646.42			
9083 · Training	3,476.37	13,000.00	-9,523.63	26.7%
9084 · Employee Tuition Reimbursement	1,397.50			
9085 · Uniforms	523.50	3,000.00	-2,476.50	17.5%
Total 9000 · Police Department	285,467.11	327,483.00	-42,015.89	87.2%
9100 · Fire Department	130,000.00	130,000.00	0.00	100.0%
9200 · Library				
9205 · Print Materials	13,520.69	15,750.00	-2,229.31	85.8%
9210 · Dues	367.02	400.00	-32.98	91.8%
9215 · Equipment	1,787.21	5,000.00	-3,212.79	35.7%
9220 · Electronic Materials	2,186.60	5,000.00	-2,813.40	43.7%
9225 · Housekeeping	3,502.24	3,640.00	-137.76	96.2%
9230 · Office & Postage	200.00	600.00	-400.00	33.3%
9235 · Repairs & Maintenance	1,726.92	1,000.00	726.92	172.7%
9240 · Salaries				
9241 · Full time Salaries	41,100.17	45,584.00	-4,483.83	90.2%
9242 · Part time salaries	32,868.10	52,523.00	-19,654.90	62.6%
Total 9240 · Salaries	73,968.27	98,107.00	-24,138.73	75.4%
9245 · Reading Program	1,989.13	3,500.00	-1,510.87	56.8%
9250 · Supplies	2,743.73	3,000.00	-256.27	91.5%
9255 · Telephone	744.90	1,000.00	-255.10	74.5%
9260 · Utilities	2,855.46	4,500.00	-1,644.54	63.5%
9262 · Payroll Taxes	5,859.22	7,849.00	-1,989.78	74.6%
9265 · Travel/Mileage	242.44	700.00	-457.56	34.6%
9270 · Continuing Education	51.99	1,000.00	-948.01	5.2%
9275 · Electronic Access	4,164.01	7,150.00	-2,985.99	58.2%
9281 · Retirement Plan Contributions	1,930.46	2,100.00	-169.54	91.9%
9285 · Health Ins	11,501.46	14,079.00	-2,577.54	81.7%
Total 9200 · Library	129,341.75	174,375.00	-45,033.25	74.2%
Total Expense	2,636,429.79	1,647,497.00	988,932.79	160.0%
Net Ordinary Income	1,947,434.07	288,428.00	1,659,006.07	675.2%

10:05 AM

09/10/20

Cash Basis

City of Bennington, Nebraska
Profit & Loss Budget vs. Actual - GENERAL AND BOND FUNDS

October 2019 through August 2020

	Oct '19 - Aug 20	Budget	\$ Over Budget	% of Budget
Net Income	1,947,434.07	288,428.00	1,659,006.07	675.2%

10:06 AM

09/10/20

Cash Basis

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

	Oct '19 - Aug 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5000 · Taxes				
5008 · Motor Vehicle Fees	16,129.46	12,500.00	3,629.46	129.0%
5011 · Motor Vehicle Sales Tax	13,061.68			
Total 5000 · Taxes	29,191.14	12,500.00	16,691.14	233.5%
5100 · Intergovernmental				
5120 · Highway Allocation	157,826.28	185,000.00	-27,173.72	85.3%
5121 · Highway Allocation-Sales Tax	73,064.91	55,000.00	18,064.91	132.8%
Total 5100 · Intergovernmental	230,891.19	240,000.00	-9,108.81	96.2%
5200 · Charges for Services				
5207 · ASIP Collection Fee	23,144.00			
Total 5200 · Charges for Services	23,144.00			
5500 · Bond and Note Proceeds				
5503 · Bond Anticipation Notes	0.00	800,000.00	-800,000.00	0.0%
Total 5500 · Bond and Note Proceeds	0.00	800,000.00	-800,000.00	0.0%
5600 · Other Miscellaneous Income				
5605 · Park/Streets Misc Income	477,324.29			
Total 5600 · Other Miscellaneous Income	477,324.29			
Total Income	760,550.62	1,052,500.00	-291,949.38	72.3%
Gross Profit	760,550.62	1,052,500.00	-291,949.38	72.3%
Expense				
6070 · Dues and Subscriptions	60.00			
6090 · Engineering				
6093 · Benn. Park 5	0.00	3,000.00	-3,000.00	0.0%
6095 · Engineering-Logeman Park	75,000.00			
6097 · 156th Street Imprvmnt Proj	41,536.25	20,000.00	21,536.25	207.7%
6090 · Engineering - Other	8,505.00	42,000.00	-33,495.00	20.3%
Total 6090 · Engineering	125,041.25	65,000.00	60,041.25	192.4%
6110 · Repairs & Maintenance	250,747.85	225,000.00	25,747.85	111.4%
6140 · Legal				
6147 · 156th Street Improvement	92.00			
6140 · Legal - Other	15,857.35			
Total 6140 · Legal	15,949.35			
6150 · Miscellaneous	49.72	2,500.00	-2,450.28	2.0%
6218 · Signs	269.36	2,500.00	-2,230.64	10.8%
6255 · Snow Removal	35,672.40	60,000.00	-24,327.60	59.5%
6256 · 156th St Improvement	457,223.37	800,000.00	-342,776.63	57.2%
6266 · Logeman Park	98,240.03	95,000.00	3,240.03	103.4%
6270 · Utilities	52,004.07	60,000.00	-7,995.93	86.7%
6560 · Payroll Expnses-Gen Govt/Street				
6562 · Payroll Taxes-Genl Govt/Streets	3,411.46	4,039.00	-627.54	84.5%
6560 · Payroll Expnses-Gen Govt/Street - Other	40.45			
Total 6560 · Payroll Expnses-Gen Govt/Street	3,451.91	4,039.00	-587.09	85.5%
8900 · Park and Recreation				
8918 · Equipment	40,315.11	30,000.00	10,315.11	134.4%
8928 · Gas and Oil	1,458.57	3,500.00	-2,041.43	41.7%
8932 · Health Insurance	7,245.80	7,039.00	206.80	102.9%
8935 · Mileage	822.42	600.00	222.42	137.1%
8950 · Repairs and Maintenance	8,055.01	15,000.00	-6,944.99	53.7%
8978 · Supplies	5,844.63	4,000.00	1,844.63	146.1%
8980 · Telephone	888.77	800.00	88.77	111.1%
8981 · Retirement Plan Contributions	728.04	1,600.00	-871.96	45.5%
8982 · Utilities	2,542.73	2,200.00	342.73	115.6%
8900 · Park and Recreation - Other	668.94			
Total 8900 · Park and Recreation	68,570.02	64,739.00	3,831.02	105.9%
9370 · Salaries-Streets total				
9371 · Full time salaries	27,332.39	39,000.00	-11,667.61	70.1%
9372 · Part time salaries	16,316.24	13,000.00	3,316.24	125.5%
Total 9370 · Salaries-Streets total	43,648.63	52,000.00	-8,351.37	83.9%

10:06 AM
09/10/20
Cash Basis

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

	Oct '19 - Aug 20	Budget	\$ Over Budget	% of Budget
Total Expense	1,150,927.96	1,430,778.00	-279,850.04	80.4%
Net Ordinary Income	-390,377.34	-378,278.00	-12,099.34	103.2%
Net Income	-390,377.34	-378,278.00	-12,099.34	103.2%

10:06 AM

09/10/20

Cash Basis

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

	Oct '19 - Aug 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5200 · Charges for Services				
5206 · Sewer Connection Permit Fee	53,726.50	35,000.00	18,726.50	153.5%
5208 · Sewer Receipts	359,221.90	355,000.00	4,221.90	101.2%
Total 5200 · Charges for Services	412,948.40	390,000.00	22,948.40	105.9%
Total Income	412,948.40	390,000.00	22,948.40	105.9%
Gross Profit	412,948.40	390,000.00	22,948.40	105.9%
Expense				
6090 · Engineering				
6095 · Engineering-Logeman Park	75,000.00			
6090 · Engineering - Other	0.00	5,000.00	-5,000.00	0.0%
Total 6090 · Engineering	75,000.00	5,000.00	70,000.00	1,500.0%
6110 · Repairs & Maintenance	0.00	2,000.00	-2,000.00	0.0%
6210 · Sewer Connections	38,132.00	30,000.00	8,132.00	127.1%
6215 · Sewer - City of Omaha	112,319.43	225,000.00	-112,680.57	49.9%
6218 · Signs	0.00	0.00	0.00	0.0%
6220 · People Service Contract	12,925.00	14,520.00	-1,595.00	89.0%
6250 · Locates	763.89	450.00	313.89	169.8%
8900 · Park and Recreation				
8950 · Repairs and Maintenance	5,705.70			
Total 8900 · Park and Recreation	5,705.70			
Total Expense	244,846.02	276,970.00	-32,123.98	88.4%
Net Ordinary Income	168,102.38	113,030.00	55,072.38	148.7%
Net Income	168,102.38	113,030.00	55,072.38	148.7%

(GOAL 91%)

~~connies/budget/Mueller report~~

CITY OF BENNINGTON
STREETS BUDGET VS ACTUAL
THRU 8/31/2020
(GOAL 91%)

	ACTUALS 8/31/2020	PLANNED BUDGET 10/31/2019	% OF BUDGET	COMMENTS/ UNPLANNED EXPENSE/COST SAVING
STREET REVENUES				
MOTOR VEHICLE FEES (5008)	\$16,129	\$12,500	129%	
MOTOR VEHICLE SALES TAX (5011)	\$13,062	\$0	#DIV/0!	
HIGHWAY ALLOC (5120)	\$157,826	\$185,000	85.31%	
HIGHWAY ALLOC SALES TAX (5121)	\$73,065	\$55,000	132.85%	
INCENTIVE ALLOCATION (5122)	\$0	\$0	#DIV/0!	
ASIP COLLECTION FEES (5207)	\$23,144			
MISC STREETS INCOME (5605)	\$477,324	\$0	0.00%	* School District 156th Street Project Contribution. RESTRICTED FUNDS SITTING IN THE ICS ACCOUNT with the remaining 156th Street Bond Proceeds.
SEWER BAN PROCEEDS *MOLLY STREET OVERLAY** (5503) 23%	\$0	\$800,000	0.00%	*Bond Proceeds sitting in Debt Service - talk to Ashley @BergKDV about moving
SEWER BOND PROCEEDS 2018 BENN PARK W. (5505)	\$0	\$0	0.00%	
TOTAL STREET REVENUES	\$760,551	\$1,052,500	72.26%	
STREET EXPENSES				
ENGINEERING (6093; 6095; 6097; 6090)	\$125,041	\$65,000	192.37%	*Shared Development Expense with Ryan Schwartz/Prairie Hollow (\$75K Sewer & \$75K Streets) Was originally a 2019 Expense that was late billed due to late construction start.
DUES AND SUBSCRIPTIONS (6070)	\$60	\$0	#DIV/0!	
STREET REPAIR & MAINTENANCE (6110)	\$250,748	\$225,000	111.44%	
LEGAL MISC & 156TH STREET IMPROVEMENT (6140)	\$15,949	\$0	#DIV/0!	
MISCELLANEOUS (6150)	\$50	\$2,500	1.99%	
SIGN (6218)	\$269	\$2,500	10.77%	
SNOW REMOVAL (6255)	\$35,672	\$60,000	59.45%	
STREET LIGHTING (6270)	\$52,004	\$60,000	86.67%	
PAYROLL TAXES - GEN GOV/STREETS (6560)	\$3,452	\$4,039	85.46%	
156TH STREET IMPROVEMENT (6256)	\$457,223	\$800,000	57.15%	
LOGEMANN PARK (6266)	\$98,240	\$95,000	103.41%	
EQUIPMENT (8918)	\$40,315	\$30,000	134.38%	
GAS & OIL (8928)	\$1,459	\$3,500	41.67%	
HEALTH INS (8932)	\$7,246	\$7,039	102.94%	
MILEAGE (8935)	\$822	\$600	137.07%	
GENERAL REPAIRS & MAINTENANCE (8950)	\$8,055	\$15,000	53.70%	
SUPPLIES (8978)	\$5,845	\$4,000	146.12%	
TELEPHONE (8980)	\$889	\$800	111.10%	
RETIREMENT PLAN CONTRIBUTIONS (8981)	\$728	\$1,600	45.50%	
UTILITIES (8982)	\$2,543	\$2,200	115.58%	
SALARIES (9370)	\$43,649	\$52,000	83.94%	
PARK AND RECREATION OTHER (8900)	\$669	\$0	#DIV/0!	
MILEAGE (9265) **ERROR ON CODE//				
TOTAL STREET EXPENDITURES	\$1,150,928	\$1,430,778	80.44%	
Street Fund Revenues \$760,551 minus Street Expenditures \$1,150,928		(\$390,377)		

CITY OF BENNINGTON
SEWER REPLACEMENT FUND BUDGET VS ACTUAL
THRU 8/31/20
(GOAL 91%)

	ACTUALS	PLANNED	%	COMMENTS/ UNPLANNED
	8/31/2020	BUDGET	OF BUDGET	EXPENSE/COST SAVING
		10/31/2019		
SEWER REVENUES				
SEWER CONNECT PERMIT FEES (5206)	\$53,727	\$35,000	153.50%	
SEWER ASIP COLLECTION FEE (5207)	-		0.00%	
SEWER RECEIPTS (5208)	\$359,222	\$355,000	101.19%	
SEWER BAN PROCEEDS *MOLLY STREET* (5203) 77%			0.00%	
SEWER NOTE PROCEEDS BALL FIELD SEWER IMP. (5504)			0.00%	
SEWER BOND PROCEEDS 2018 BENN PARK W. (5505)			0.00%	*
TOTAL SEWER REVENUES	\$412,948	\$390,000	105.88%	
SEWER EXPENSES				
ENGINEERING (6090)	\$75,000	\$5,000	1500.00%	*Shared Development Expense with Ryan Schwartz/Prairie Hollow (\$75K Sewer & \$75K Streets) Was originally a 2019 Expense that was late billed due to late construction start.
REPAIRS & MAINTENANCE (6110)	\$0	\$2,000	0.00%	
LEGAL (6140)	\$0	\$0	#DIV/0!	
MISCELLANEOUS (6150)	\$0		#DIV/0!	
SEWER CONNECTIONS (6210)	\$38,132	\$30,000	127.11%	
SEWER CITY OF OMAHA (6215)	\$112,319	\$225,000	49.92%	
PEOPLE SERVICES (6220)	\$12,925	\$14,520	89.02%	
LOCATES (6250)	\$764	\$450	169.75%	
SEWER REPAIRS & MAINTENANCE (8950)			#DIV/0!	
REPAIRS & MAINTENANCE (8950)	\$5,706	\$0	#DIV/0!	
CAPITAL IMPROVEMENT BENN PARK WEST 74% & PRAIRIE HOLLOW 26% (6095)			#DIV/0!	
Captl Improv Lockbox (1/3 of total)			#DIV/0!	
Transfer from Sewer to General	\$0	\$58,250	0.00%	
TOTAL SEWER EXPENDITURES	\$244,846	\$335,220	73.04%	
Sewer Rev \$412,948 minus Sewer Exp \$244,846 =	\$168,102			

ITEM #2 Consent Agenda

City of Bennington
City Council Meeting Minutes
Monday, August 10, 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, August 10, 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. July 13, 2020 City/School Meeting Minutes
- B. July 13, 2020 City Council Meeting Minutes
- C. July 2020 Bills Paid
- D. Keno Receipts: July 8.75%: \$3,726.62

BILLS PAID IN JULY

CITY

ANDREW HILSHER	49.95
ALL MAKES OFFICE EQUIPMENT CO.	208.56
PRESTO-X	10.50
NEBRASKA DEPT OF REVENUE	1,083.09
NEBRASKA WORKFORCE DEVELOPMENT	137.90
EDWARD JONES	1,307.00
U.S. DEPT OF TREASURY	3,721.20
MINDI LAAKER	1,390.85
JENNIFER RAUSCHER	378.31
COX BUSINESS SERVICES	165.74
MUD	62.10
PETTY CASH	118.83
CHRISTIANSON TRASH	2,750.00
JEO CONSULTING, INC.	2,890.00
GREAT AMERICA FINANCIAL SERVICE	75.35

EDWARD JONES	1,287.05
U.S. DEPT OF TREASURY	3,709.44
MINDI LAAKER	1,390.84
JENNIFER RAUSCHER	531.98
YOUNG & WHITE LAW OFFICES	5,384.90
UHS PREMIUM BILLING	1,141.27
PLIC -GRAND ISLAND	35.82
OPPD	353.23
BERGANKDV	1,541.00
ELKHORN GLASS	295.00
CITY TOTAL	30,019.91

SEWER

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

LIBRARY

HEIDI CURZON	32.95
JOANNE MANCUSO	131.19
COX BUSINESS SERVICE	75.69
EAKES OFFICE SOLUTIONS	79.44
INGRAM	219.32
PRESTO-X	21.00
LYNN BARNA	124.44
DALENE CLARK	368.64

HEIDI CURZON	512.46
LISA FLAXBEARD	1,215.67
JOANNE MANCUSO	381.13
ALL MAKES OFFICE EQUIPMENT CO.	186.58
COX BUSINESS SERVICE	180.00
NEBRASKA LIBRARY ASSOCIATION	190.00
RECORDED BOOKS INC.	100.00
SAM'S CLUB/SYNCHRONY BANK	275.80
MUD	144.90
LISA FLAXBEARD	25.96
BAKER & TAYLOR BOOKS	208.41
SAM'S CLUB MC/SYNCB	166.27
CITY OF GRAND ISLAND	808.00
INGRAM	154.95
NEBRASKA LIFE	42.00
LYNN BARNA	109.21
HEIDI CURZON	267.65
DALENE CLARK	420.45
LISA FLAXBEARD	1,215.67
JOANNE MANCUSO	364.44
AMAZON CREDIT PLAN	248.22
BAKER & TAYLOR BOOKS	152.89
RECORDED BOOKS INC.	400.00
UHS PREMIUM BILLING	1,097.75
PLIC -SBD GRAND ISLAND	35.82
OPPD	138.60

DESIGN 4	475.00
LIBRARY TOTAL	10,570.50

POLICE

ANDREW HILSCHER	172.94
CHIEF TIM LARDINO, PCAN TREASURER	20.00
PRESTO-X	37.00
VERIZON	250.02
SHEA DEGAN	89.03
TRAVIS HERBOLSHEIMER	1,352.38
ANDREW HILSCHER	2,027.25
DANIEL STOCKER	1,543.36
MARK SUNDERMEIER	97.93
CULLIGAN OF OMAHA	11.00
MUD	270.90
TRAVIS HERBOLSHEIMER	1,098.00
COX BUSINESS SERVICES	151.77
TRAVIS HERBOLSHEIMER	1,352.38
ANDREW HILSCHER	2,027.23
DONALD MCGUIRE	133.53
DANIEL STOCKER	1,543.38
UHS PREMIUM BILLING	3,874.49
PLIC -SBD GRAND ISLAND	243.62
OPPD	335.43
CUBBY'S	559.43
VERIZON	251.93
POLICE TOTAL	17,443.00

PARKS

WOODHOUSE	28,526.00
ARBOR DAY FOUNDATION	15.00
COX BUSINESS SERVICES	31.94
PRESTO-X	5.25
STRATEGIC ELECTRIC GROUP, LLC.	112.50
VERIZON	21.64
A PURFECT DREAMSCAPE	225.00
JOHN BOHRER	872.42
STUART ELLISON	317.90
JACOB HYTREK	432.06
NATHAN JOHNSON	627.63
MEADE M LAAKER	707.52
CULLIGAN OF OMAHA	26.00
LITTLE ENGINES	62.38
ROB'S OIL COMPANY, INC.	194.88
MUD	160.10
GRAINGER	251.50
LITTLE ENGINES	113.77
MENARDS	511.47
JOHN BOHRER	932.80
JACOB HYTREK	477.36
NATHAN JOHNSON	784.50
MEADE LAAKER	596.73
BENNINGTON AUTO SALE	102.50
GRAINGER	143.13

HUGHES MULCH PRODUCTS, LLC.	3,500.00
MICHAEL TODD & COMPANY	692.21
PORT A JOHNS INC.	100.00
TRADE WELL PALLET, INC.	1,350.00
UHS PREMIUM BILLING	675.79
PLIC -SBD GRAND ISLAND	35.83
OPPD	578.09
CUBBY'S	123.73
COX BUSINESS SERVICES	63.89
VERIZON	21.97
HOME DEPOT CREDIT SERVICES	308.04
PARKS TOTAL	43,701.53

STREETS

WOODHOUSE	28,526.00
A PURFECT DREAMSCAPE	150.00
COX BUSINESS SERVICES	31.95
PRESTO-X	5.25
VERIZON	21.64
CULLIGAN OF OMAHA	26.00
DOUGLAS COUNTY TREASURER	2,186.22
LITTLE ENGINES	15.59
ROB'S OIL COMPANY, INC.	194.87
MUD	98.00
JEO CONSULTING, INC.	8,100.00
GRAINGER	251.50
LITTLE ENGINES	28.45

MENARDS	511.48
BENNINGTON AUTO SALE	102.50
TRADE WELL PALLET, INC.	450.00
UHS PREMIUM BILLING	675.79
OPPD	4,761.75
CUBBY'S	62.06
VERIZON	21.97
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

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

Event Application/Street Closure – Liquor License for JDUB's, Sat. Aug. 29 12pm-12am

Motion by Pekny, second by Bridgeford to approve a Special Designated License as presented. All voted in favor and the motion carried.

Bennington 156th Street Project

- A. Nebraska Department of Transportation Invoice - N/A
- B. Project Schedule Update - Focus is on completing the school parking lot and pouring concrete on Bennington Road west from 156th Street. 156th Street is closed from Warehouse Street south to the Papio Creek Bridge. Bennington Road is allowing school traffic heading west only.
- C. Motion by Bridgeford, second by Johns to approve Invoice No. 117808 to JEO Consulting Group for \$8,401.25. All voted in favor and the motion carried.
- D. Project Tracker for 156th Street

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.

City Attorney Jeff Miller summarized the terms of the proposed real estate purchase and donation and the involved agreements. Motion by Bridgeford, second by Pekny to approve Resolution No. 2020-10 accepting the donation and conveyance of real property and accepting the Donation Agreement therefor. All voted in favor and the motion carried.

Motion by Johns, second by Pekny to approve Resolution No. 2020-11 authorizing the purchase of real property and accepting the Sale and Purchase Agreement therefor. All voted in favor and the motion carried.

North Molley Street Speed Table Discussion

Motion by Pekny to allocate \$9,000 in the 2020/2021 budget year for the installation of a speed table on North Molley Street. There was no second and the motion died.

Motion by John, second by Bridgeford to explore the speed table measurements and requirements and revisit the issue again next month. All voted in favor and the motion carried.

Bennington General Engineering

Motion by Bridgeford, second by Johns to approve Invoice No. 117809 to JEO Consulting Group for \$7,062.50. All voted in favor and the motion carried.

Budget Presentations and Review

Mayor Matt John, along with Department Heads, gave an overview of the proposed 2020-2021 fiscal year budget. Conversations also focused on upcoming projects, the 156th Street Project, a Molley Street sidewalk and funding an additional Police Officer.

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 8:37 p.m. All voted in favor and the motion carried.

City of Bennington
City Council Meeting Minutes
Monday, August 23, 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 special meeting to order on Monday, August 5, 2019 at 6:40 p.m. In attendance were City Council members Kaye Bridgeford, Zac Johns and Shane Pekny. Jody Stier was absent. City Clerk, Mindi Laaker identified the location of the Open Meetings Act that is available to the public.

Budget Discussions

Mayor Matt John and City Council Members reviewed the budget with City Auditor Gene Garrelts and Department Heads. Conversations focused on new residential and parkland developments and parkland payments to the City, the 156th Street Project and other street projects in the City, the levy and amending the 2019-2020 Budget.

Adjourn

Motion by Bridgeford to adjourn the meeting at 7:10 p.m.

BILLS PAID IN AUGUST**CITY**

18358	RELIANCE STANDARD	116.24	
AUTO	EDWARD JONES	1,480.22	
AUTO	U.S. DEPT OF TREASURY	3,978.50	
AUTO	NEBRASKA DEPT OF REVENUE	1,030.64	
DD	MINDI LAAKER	1,390.85	GROSS 2079.32
DD	JENNIFER RAUSCHER	631.83	GROSS 823.59
18364	MINDI LAAKER	184.49	
18365	ALL MAKES OFFICE EQUIPMENT CO.	112.80	
18368	LEAGUE OF NEBRASKA MUNICIPALITIES	5,502.00	
AUTO	EDWARD JONES	1,430.67	
AUTO	U.S. DEPT OF TREASURY	3,891.12	
18372	PRESTO-X	10.50	
18374	MUD	62.10	
18380	COX BUSINESS SERVICES	164.61	
18385	JEO CONSULTING, INC.	7,062.50	
18391	YOUNG & WHITE	2,997.15	
18392	STRATEGIC ELECTRIC GROUP, LLC.	1,800.00	
18395	DOUGLAS COUNTY POST GAZETTE	49.14	
18398	OFFICE DEPOT CARD PLAN	83.17	
18400	UHS PREMIUM BILLING	1,141.27	
18401	OPPD	350.63	
DD	MINDI LAAKER	1,390.84	GROSS 2079.32
DD	JENNIFER RAUSCHER	430.20	GROSS 550.40
18411	RELIANCE STANDARD	116.24	
18412	BANK OF BENNINGTON	18,126.25	
	CITY TOTAL	53,533.96	

SEWER

18369	H & R CONSTRUCTION	4,343.00	
18388	ONE CALL CONCEPTS	87.69	
18405	CITY OF OMAHA CASHIER	20,670.73	
18410	PEOPLE SERVICE	1,175.00	
	SEWER TOTAL	26,276.42	

LIBRARY

18358	RELIANCE STANDARD	103.30	
DD	LYNN BARNA	73.64	GROSS 79.75
DD	DALENE CLARK	323.80	GROSS 364.44
DD	HEIDI CURZON	395.14	GROSS 432.00
DD	LISA FLAXBEARD	1,215.67	GROSS 1753.29
DD	JOANNE MANCUSO	468.26	GROSS 585.48
18365	ALL MAKES OFFICE EQUIPMENT CO.	156.09	
18366	COX BUSINESS SERVICES	74.70	
18367	INGRAM	194.59	
18372	PRESTO-X	21.00	
18373	SAM'S CLUB/SYNCHRONY BANK	15.00	
18374	MUD	144.90	
18377	180 CARPET CLEANING LLC	1,475.00	
18378	BAKER & TAYLOR BOOKS	236.54	
18380	COX BUSINESS SERVICES	180.00	
18382	EAKES OFFICE SOLUTIONS	250.75	
18384	INGRAM	186.74	

18389	SAM'S CLUB MC/SYNCB	449.06	
18393	AMAZON CREDIT PLAN	736.65	
18397	NEBRASKA LIBRARY COMMISSION	500.00	
18400	UHS PREMIUM BILLING	1,097.75	
18401	OPPD	138.60	
DD	LYNN BARNA	157.46	GROSS 170.50
DD	DALENE CLARK	409.37	GROSS 463.05
DD	HEIDI CURZON	533.50	GROSS 587.25
DD	LISA FLAXBEARD	1,215.66	GROSS 1753.29
DD	JOANNE MANCUSO	226.74	GROSS 275.32
18406	JESSICA ROWE-DESILVA	170.00	
18407	COX BUSINESS SERVICES	74.68	
18411	RELIANCE STANDARD	103.30	
	LIBRARY TOTAL	11,327.89	

POLICE

18358	RELIANCE STANDARD	181.86	
DD	TRAVIS HERBOLSHEIMER	1,316.48	GROSS 1760.00
DD	ANDREW HILSCHER	2,126.79	GROSS 3089.43
DD	DONALD MCGUIRE	142.45	GROSS 154.24
DD	DANIEL STOCKER	1,543.37	GROSS 2240.00
DD	TREVOR THRASHER	109.50	GROSS 118.57
18366	COX BUSINESS SERVER	151.81	
18371	OMAHA COMPOUND CO.	193.00	
18372	PRESTO-X	37.00	
18374	MUD	270.90	
18379	BENNINGTON AUTO SALE	226.11	
18381	CULLIGAN OF OMAHA	41.00	
18394	BENNINGTON AUTO SALE	1,854.65	
18400	UHS PREMIUM BILLING	3,874.49	
18401	OPPD	304.94	
DD	TRAVIS HERBOLSHEIMER	1,316.48	GROSS 1760.00
DD	ANDREW HILSCHER	2,027.24	GROSS 2942.31
DD	DANIEL STOCKER	1,543.38	GROSS 2240.00
DD	MARK SUNDERMEIER	171.27	GROSS 192.80
DD	TREVOR THRASHER	89.03	GROSS 96.40
18403	ANDREW HILSCHER	310.50	
18404	JOHN BOHRER	40.04	
18409	LASER LABS	81.95	
18411	RELIANCE STANDARD	181.86	
18414	CUBBY'S	501.84	
	POLICE TOTAL	18,637.94	

PARKS

18358	RELIANCE STANDARD	142.98	
DD	JOHN BOHRER	973.04	
DD	STUART ELLISON	533.77	GROSS STREETS 622.67
DD	JACOB HYTREK	565.70	GROSS PARKS 353.09
			GROSS STREETS 341.70
DD	NATHAN JOHNSON	767.49	GROSS STREETS 500.25
			GROSS PARKS 431.38
DD	MEADE LAAKER	714.66	GROSS PARKS 620.00
			GROSS STREETS 212.0
18362	JEFFREY MELIES	200.00	
18363	ELLEN DAHLSTET	171.18	
18369	H & R CONSTRUCTION	5,487.60	
18370	MICHAEL TODD & COMPANY	311.15	
18372	PRESTO-X	5.25	
18374	MUD	160.10	
18375	OMAHA NATIONAL TITLE COMPANY	2,500.00	
18376	JOHN BOHRER	40.32	
18381	CULLIGAN OF OMAHA	5.50	
18383	GRAINGER	61.39	
18386	KNUDSEN OIL & FEED	135.00	
18390	THREE B'S SAW & TOOL, INC.	72.00	
18396	JOHN BOHRER	713.18	
18399	TRADE WELL PALLET, INC.	1,400.00	
18400	UHS PREMIUM BILLING	675.79	
18401	OPPD	591.10	
DD	JOHN BOHRER	947.17	GROSS PARKS 958.04
			GROSS STREETS 791.85
DD	STUART ELLISON	681.46	GROSS PARKS 654.48
			GROSS STREETS 145.44
DD	JACOB HYTREK	578.63	GROSS PARKS 395.80
			GROSS STREETS 316.07
DD	NATHAN JOHNSON	903.39	GROSS PARKS 587.25
			GROSS STREETS 525.63
DD	MEADE LAAKER	521.17	GROSS PARKS 392.00
			GROSS STREETS 196.00
18404	JOHN BOHRER	40.05	
18407	COX BUSINESS SERVICES	31.94	
18408	JD SERVICES LLC	50.00	
18411	RELIANCE STANDARD	142.98	
18413	PORT A JOHNS INC	100.00	
18414	CUBBY'S	121.58	
	PARKS TOTAL	20,345.57	

	<u>STREETS</u>	
18369	H & R CONSTRUCTION	9,171.00
18370	MICHAEL TODD & COMPANY	923.38
18372	PRESTO-X	5.25
18374	MUD	98.00
18376	JOHN BOHRER	40.31
18381	CULLIGAN OF OMAHA	5.50
18385	JEO CONSULTING, INC.	8,401.25
18386	KNUDSEN OIL & FEED	33.75
18387	MICHAEL TODD & COMPANY	123.35
18390	THREE B'S SAW & TOOL, INC.	18.00
18391	YOUNG & WHITE LAW OFFICES	768.50
18399	TRADE WELL PALLET, INC.	350.00
18400	UHS PREMIUM BILLING	675.79
18401	OPPD	4,759.55
18407	COX BUSINESS SERVICES	31.95
18414	CUBBY'S	88.37
	STREETS TOTAL	25,493.95
	CITY	53,533.96
	SEWER	26,276.42
	LIBRARY	11,327.89
	POLICE	18,637.94
	PARKS	20,345.57
	STREETS	25,493.95
	TOTAL OF ALL BILLS	155,615.73

ITEM #6

2020-2021 One and Six Year Street Plan

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to return both pages of the original document by the filing deadline (October 31) may result in the suspension of
Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM 2020

Resolution No. 2020-14

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2),
requires an annual certification of program compliance to the Nebraska Board of Public Roads
Classifications and Standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program
compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall
include a copy of a resolution of the governing body of the municipality authorizing the signing of the
certification form.

Be it resolved that the Mayor ☐ Village Board Chairperson ☐ of _____
(Check one box) (Print name of municipality)
is hereby authorized to sign the attached Municipal Annual Certification of Program Compliance form.

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted.

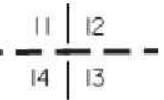
Attest:

(Signature of Clerk)

Completed Projects (FY 19/20)					City of Bennington	
Project #	Street Name	Start	End	Description of Work	Length (mi)	Final Cost
M-152-(46)	168th Street	Bennington Road	Intersection Only	Asphalt, Add Lanes, Grading, Storm Sewer/Culverts,Erosion Control	0.1	\$ 75,000
M-152-(47)	Allen Street			Concrete, Grade, Curb Work/Ramps, Traffic Control Devices, Storm Sewer/Culverts, Erosion Control	0.5	\$ 580,000
	Molly Street					
M-152-(49)	N. 4th Street	120' West of 156th Ave.	156th Street	Asphalt	0.1	\$ 50,000
M-152-(44)	Bennington Road	West Papio Creek Bridge	Bennington High School Driveway	Armor Coat	0.55	\$ 53,000
One Year Plan - Fiscal Year 2020/2021 Projects (October 1st to September 30th)					City of Bennington	
Project #	Street Name	Start	End	Description of Work	Length (mi)	Est. Cost
M-152-(23)	156th Street	1 Block S. of Warehouse St.	C.W. Haden Drive	Concrete, Sidewalk/Trail, Grading, Curb Work/Ramps, Utilities, Traffic Control, Acquire ROW, Storm Sewer/Culverts, Erosion Control	1.1	\$ 2,200,000
	Bennington Road	Papio Creek Bridge	Stark Street			
M-152-(35)	Warehouse Street	Molly Street	Allen Street	Concrete, Curb Work/Ramps, Utilities, Construction Detour, Storm Sewer/Culverts, Erosion Control	0.19	\$ 675,000
M-152-(50)	156th Street	South side of Papio Creek Bridge		Repair pavement approaches to bridge over West Papio Creek on the south end	0.02	\$ 35,000
M-152-(51)	Bennington Road	2,600 Ft E of 168th St.		Turn-lanes for Kempten Creek Development	0.04	\$ -
M-152-(52)	Citywide			Citywide Annual Street Preservation Project (armor coat)	Varies	\$ 60,000
Six Year Plan - Fiscal Year 2021/2022 to 2025/2026 Projects (October 1st to September 30th)					City of Bennington	
Project #	Street Name	Start	End	Description of Work	Length (mi)	Est. Cost
M-152-(34)	156th Avenue	N 2nd Street	N 4th Street	Concrete, Sidewalk/Trail, Curb Work/Ramps, Utilities, Traffic Control, Construction Detour, Storm Sewer/Culverts,Erosion Control	0.2	\$ 575,000

Six Year Plan - Fiscal Year 2021/2022 to 2025/2026 Projects (October 1st to September 30th)					City of Bennington	
Project #	Street Name	Start	End	Description of Work	Length (mi)	Est. Cost
M-152-(30)	N 2nd Street	156th Street	Allen Street	Asphalt, Sidewalk/Trail, Grading, Curb Work/Ramps, Traffic Control, Construction Detour, Storm Sewer/Culverts, Erosion Control	0.2	\$ 375,000
M-152-(36)	157th Circle	N 157th Street	End of Cul-de-sac	Concrete, Sidewalk/Trail, Curb Work, Storm Sewer/Culverts, Erosion Control	0.1	\$ 120,000
M-152-(37)	157th Street	N 2nd Street	158th Street	Concrete, Sidewalk/Trail, Curb Work/Ramps, Utilities, Construction Detour, Storm Sewer, Erosion Control	0.2	\$ 460,000
M-152-(40)	153rd Circle	200 Ft N. of Drive	600 Ft S. of Highway 36	Concrete, Construction Detour	0.1	\$ 40,000
M-152-(41)	Howard Lane	156th Ave	156th Street	Asphalt, Sidewalk/Trail, Curb Ramp, Construction Detour	0.1	\$ 45,000
M-152-(42)	156th Avenue Circle			Asphalt, Curb Ramp, Traffic Control	0.1	\$ 35,000

20/21-25/26



REVISÉD ON: JUN 24, 2020

ITEM #7

Special Fence Permit

9/9/2020

Marin

Marin

From: jennifer rauscher <jenjen2791@icloud.com>

Sent: Tue, Sep 8, 2020 at 9:35 am

To: clerk@benningtonne.com

[IMG_0449.jpg](#) (58.9 KB) [IMG_0450.jpg](#) (107.7 KB) [IMG_0631.jpg](#) (49.5 KB) [IMG_0632.jpg](#) (46.3 KB) [IMG_0635.jpg](#) (55.4 KB) [IMG_0644.jpg](#) (53.8 KB) [IMG_0642.jpg](#) (52.6 KB) — [Download all](#)

Sent from my iPhone



Marron Fence Memo

9-10-2020

Mindi Laaker, City Clerk

Fence Permit Regulations:

7.09.02 Regulations for Fences and Retaining Walls: No fence (of any size) or retaining wall (four (4) feet in height or more) shall be constructed within the zoning jurisdiction of the City of Bennington unless a permit therefor is approved and issued by the Building Inspector and Zoning Administrator and is constructed in conformance with the following requirements:

A. The height limitation for fences, wall hedges or shrubbery shall be six (6) feet above ground level except within an identified sight triangle as provided herein. The height of a fence shall be determined by a measurement from the ground beneath the fence to the top of the highest part of the fence. Manmade earth berms, terraces, and retaining walls that elevate the fence shall be considered a part of the fence. It is not intended that any structure other than a fence is permitted on any part of a lot or premises by this section, and all other structures must comply with these regulations.

i. No fence (including privacy, picket, split rail, ornamental corner fencing, and chain link), wall, hedge, or shrubbery, which is located in a required front or corner side yard on a corner lot, shall exceed a height of three and one-half (3 ½) feet. Provided however, that if the adjoining lot on the corner side of a corner lot is also a corner lot and is orientated the same as the subject lot, then via a special fence permit as hereinafter provided, a fence to be located in the required corner side yard may be six (6) feet above ground level and may go such distance into the required corner side yard setback area as may be designated in the special fence permit.

(1.) In order to obtain such a special fence, permit a minimum of two (2) property pins for the corner side yard must be determined by the lot owner and exposed for inspection by a designated City official. If sufficient property pins cannot be determined by the lot owner and exposed for inspection, then the lot owner shall be required to obtain a survey of the lot by a licensed surveyor.

(2.) The special fence permit may, in the sole determination of the designated City official, authorize a six (6) foot fence to be located within the required corner side yard setback area such distance which shall not impact public safety for pedestrians on the adjacent sidewalks or for vehicular traffic or parked vehicles on the adjacent streets and intersection, shall not interfere with required sight distances or required sight triangles, and shall not have any adverse impacts on the adjoining corner lot or other adjoining properties. Provided, however, that a minimum distance between the fence and the lot line, consisting of the side yard setback for an interior lot in the applicable Zoning District, shall be required to be maintained (which in The Heritage Subdivision is 7 feet).

We have issued 5 special fence permits since 2016 when the special fence permit regulations were adopted by Ordinance. Three of the five met the requirements and no special circumstances were involved.

The other 2 situations were as follows.

In 2019 the City Council approved a permit after City Staff denied a special fence permit located at 12310 N. 161st St. in Bennington Park. The house was built without meeting the 25' setback on the north corner side yard to begin with. The original side yard fence, however, was 3 ½ feet tall and it therefore complied with the fence regulations. The owner wanted a 6 foot tall fence to be located some 8 feet from the property line, but the special fence permit requirements were not met because the adjoining house to the west was not orientated the same and that is why City Staff denied it. The adjoining neighbors consented in writing to the 6 foot tall fence. The property owner sought, and the Council approved the 6 foot tall fence.

In 2019 City Staff approved a permit for a fence (Hicks) located at 10413 N. 152nd St. on the opposite end of the block from the Marrons in The Heritage Subdivision. Background information on Hicks' neighbor at 10416 Rosewater – because the neighbor's fence was erected prior to 2015 when we did an extensive sweep of fence setbacks, it was "grandfathered". When the Hicks family came to the City for a special fence permit in 2019, we granted the matching setback for uniformity and aesthetic purposes.

With regard to the current matter, Brian Marron applied for a permit in May after construction on the fence started. He has an established basketball court that interferes with the proper placement of a special fence permit at the required 7 feet from the lot line. He had markers in his yard to accommodate his permit approval – which didn't work. It took until last month for him to expose his property pins correctly, so that City Staff could inspect. The permit he has applied for has been denied by City Staff, because the proposed location of the fence is 2 feet 3 inches from the lot line, which is much closer to the lot line than the 7 foot minimum distance per the special fence permit regulations. The proposed location is also 6 feet 3 inches closer to the lot line than the fence on the adjoining property to the east, which is located 8 feet from the lot line.

ITEM #8

BBQ Festival

Bennington Chamber

JDUB's and Nate's

STREET CLOSING OR EVENT
PERMIT APPLICATION

1. Name of event/activity BBQ Festival
2. Date(s) of event: Oct. 17, 2020
3. Description of event: Fun and family friendly BBQ competition with intent to drive traffic to our downtown district and raise funds for B.C.O.C.
4. Name of entity and/or person requesting permit: Bennington Chamber of Commerce
5. Phone number & name of contact person: Zac Johns 402-719-0731
6. Event Location: Main Street from Stark st. to Molley st.
(be specific-include location of sidewalks or streets upon which the event will be held)
7. Will event need street(s) closed? Yes
8. If street(s) need to be closed, what is the purpose of the closing? To allow for a safe outdoor location with adequate space to hold a BBQ competition
9. If street(s) need to be closed, which streets? Main St.
10. Hours of the event or street closing: 6am - 10pm
11. Estimated number of people attending the event: 250
12. Parking accommodations/needs: None
13. Describe the sanitation and other health facilities that will be available to persons attending the event: Port-A-John Units, Christianson Trash Containers
Will comply with all DHM and food safety requirements set by Douglas County
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

Fee Waiver?

**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 JDUB's Hangout Bar & Grill
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

15408 S 2nd St Bennington NE 68007
Retail Liquor License Address or Non-Profit Business Address

121099
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 10/17/20

Event Start Time(s): 8AM

Event End Time(s): 12AM

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: 200 X 500 (Diagram Form #109 must be attached)

Type of Event: BBQ Contest Estimate # of attendees: 300

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: jdubs.hangout@gmail.com

*Signature Authorized Representative: Melissa West Printed Name Melissa 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

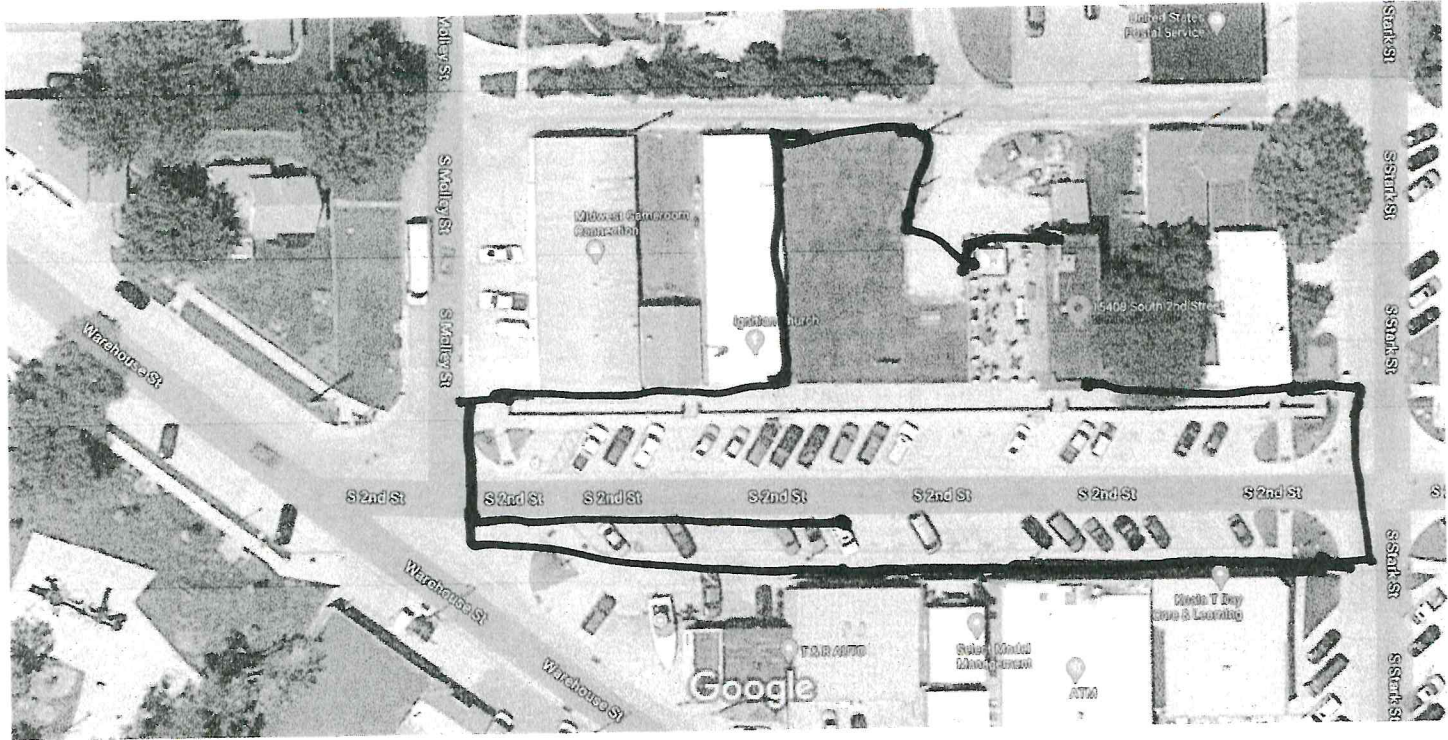
Local Governing Body completes below:

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)

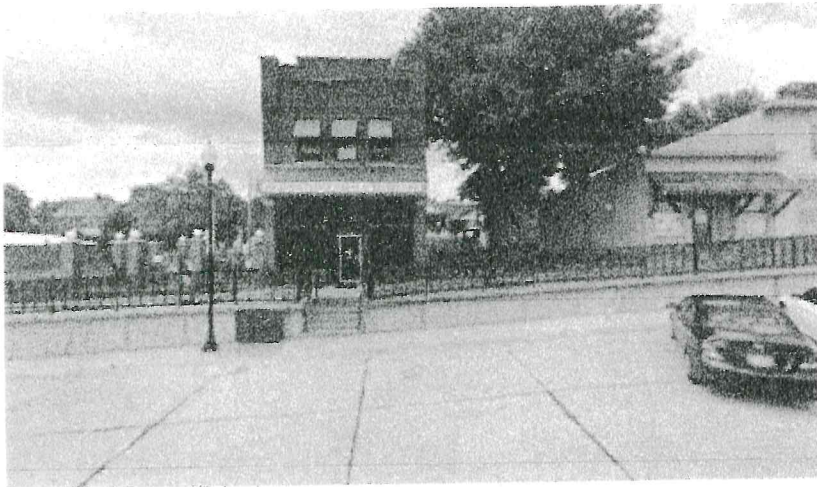
Local Governing Body Authorized Signature

Date

Google Maps 15408 S 2nd St



Map data ©2020, Map data ©2020 20 ft



15408 S 2nd St

Bennington, NE 68007



Directions



Save



Nearby



Send to your
phone



Share

9R7V+9H Bennington, Nebraska

Photos

ITEM #9

**Mini Pig at
118 N. Stark St.**

APPLICATION TO HOUSE CHICKENS (Pig)

Applicant Name: Noah Phillips Date: 09/02/2020

Address: 118 N Stark St Phone: (402) 578-3289

City/State/Zip: Bennington, NE, 68007

Property Owner Name: Noah Phillips Date: 09/02/2020

Address: 118 N Stark St, Phone: (402) 578-3289

As owner of this property, I hereby authorize the use as described below:

N. Phillips

Signature of Property Owner

09/02/2020

Date

Application is hereby made to the City of Bennington requesting a permit to house up to

1 ^{Pig} chickens on the following property: 118 N Stark St

1. Is the run constructed with metal wire fencing anchored to the ground with a fully enclosed roof or similar enclosure to prevent escape by chickens and entry by predators?

No X Yes _____ (If no, explain of back of sheet) It's Pig Proof!

2. Is the chicken house or facility constructed of durable material with a waterproof flooring that is hard surface, non-porous material?

No _____ Yes X (If no, explain of back of sheet) Pig flooring and cedar pine

3. Does the chicken facility provide at least three (3) square feet per occupant chicken and the run provide not more than eight (8) square feet per occupant chicken?
(Maximum square footage not to exceed 32 square feet for parcels less than one acre and 80 square feet for parcels over one acre)

No X Yes _____ (If no, explain of back of sheet) Not needed for Pigs but has enclosure.


4. Is the chicken facility located at least thirty (30) feet from any dwelling, front yard or side yard street, public sidewalk, public building, park or recreation area?

No ☐ Yes ☒ (If no, explain of back of sheet) *live on 1/4 acre lot, has Pig Pen (18x20 ft) and lives inside*

5. Does the chicken facility and run meet the minimum setback requirements from the side yard lot line and from the rear lot line?

No ☒ Yes ☐ (If no, explain of back of sheet) *N/A because not chickens*

Your signature below acknowledges that you have read, will abide by, and fully understand the permitting requirements and restrictions for housing chickens on your property.



Signature of Applicant

Date

Property Owner Notification Signature Page

Address 118 N Stark St, Bennington, NE, 68007

Owner Noah Phillips

Council Meeting Date: 09/14/2020

Owner Signature Address Telephone Objection (yes/no)

Josh Schopen	122 N Stark St.	(402) 238-2403	no! go for
Maxayla Kahn	114 N Stark St	760-600-8458	it Noah!
			no! yay
			PJD

ITEM #10

3-Way Stop Sign

161st Ave. and Bruning St.

**CITY OF BENNINGTON
CITY COUNCIL**

RESOLUTION NO. 2020-19

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF BENNINGTON, NEBRASKA, PROVIDING FOR
THE PLACEMENT OF STOP SIGNS AT THE INTERSECTION
OF NORTH 161ST AVENUE AND BRUNING STREET.

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

WHEREAS, the Mayor and City Council have determined that it is desirable and for the public good and the best interests of the City of Bennington that stop signs be placed at the intersection of North 161st Avenue and Bruning Street.

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

Section 1. Stop signs shall be placed on all three corners of the intersection of North 161st Avenue and Bruning Street.

PASSED AND APPROVED this 14th day of September, 2020.

CITY OF BENNINGTON, NEBRASKA

By: _____
Mayor Matt John

ATTEST:

City Clerk Mindi Laaker

ITEM #11

Ordinance No. 491

Municipal Code

City Park Parking & Storage

Towing-Removal

PROCEEDINGS AND PASSAGE OF ORDINANCE NO. 491:

The Mayor and City Council of the City of Bennington, Nebraska, met in regular session on September 14, 2020, at 6:30 p.m., at the City Office, 15505 Warehouse Street, Bennington, Nebraska, and passed the following described ordinance:

ORDINANCE NO. 491

AN ORDINANCE OF THE CITY OF BENNINGTON AMENDING SECTIONS 5-501 AND 5-503 OF THE CITY OF BENNINGTON'S MUNICIPAL CODE REGARDING PARKING AND STORAGE RESTRICTIONS IN CITY PARKS AND TOWING AND REMOVAL.

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

WHEREAS, it appears desirable and for the public good and the best interests of the City of Bennington that an Ordinance be passed amending Sections 5-501 and 5-503 of the City of Bennington's Municipal Code regarding parking and storage restrictions in City parks and towing and removal.

Section 1. Section 5-501 of the City of Bennington Municipal Code regarding parking and storage restrictions in City parks as enacted in City of Bennington Ordinance No. 415 is hereby amended as follows:

SECTION 5-501: PARKING AND STORAGE RESTRICTIONS IN CITY PARKS

1. It shall be unlawful for any person to park any vehicle upon any City park parking lot or drive, between the hours of 12:00 a.m. and 4:00 a.m.
2. It shall be unlawful for any person to park any vehicle upon any City park parking lot or drive, between the hours of 4:00 a.m. and 12:00 a.m., unless the driver is involved in an activity in the park.
3. It shall be unlawful for any person to park any truck-tractor, semitrailer, commercial vehicle, or trailer upon any City park parking lot or drive at any time, unless the driver of the truck-tractor, semitrailer, commercial vehicle, or trailer is present and engaged in loading, unloading, or delivering materials to facilities or buildings in the park.
4. It shall be unlawful for any person to park, place, or store any athletic field or lawn maintenance/mowing equipment or machinery, or any outdoor storage container, also known as an intermodal shipping container, conex box, ISO box, and/or c-crate, in or upon any City park or any City park parking lot or drive at any time, unless a person who is then engaged in the use of such athletic field or lawn maintenance/mowing equipment or machinery is present.

5. The provisions of this Section 5-501 shall not apply to City vehicles and City athletic field or lawn maintenance/mowing equipment or machinery.

Section 2. Section 5-503 of the City of Bennington Municipal Code regarding violations, towing, removal and penalty as enacted in City of Bennington Ordinance No. 415 is hereby amended as follows:

SECTION 5-503: VIOLATION; TOWING AND /OR REMOVAL; PENALTY

Vehicles parked and any athletic field or lawn maintenance/mowing equipment or machinery, and any outdoor storage container, also known as an intermodal shipping container, conex box, ISO box, and/or c-crate, parked, placed or stored in violation of Section 5-501 shall be towed and/or removed at the owner's expense and shall also be subject to the penalties of Section 5-504.

Section 3. The foregoing Section 1 of this Ordinance shall be codified in the Municipal Code of the City of Bennington as Article V of Chapter V, Section 5-501. The foregoing Section 2 of this Ordinance shall be codified in the Municipal Code of the City of Bennington as Section 5-503 of Article V of Chapter V. The previous Sections 5-501 and 5-503 of the City of Bennington's Municipal Code as enacted in City of Bennington Ordinance No. 415 are hereby repealed.

Following the introduction, the Ordinance was read by title for the first time at which time Council member _____ moved that the statutory rule requiring that an ordinance be read by title on three separate occasions be dispensed with. Council member _____ seconded the motion. Upon roll call vote the following Council members voted YEA: _____. The following voted NAY: _____. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said Ordinance.

Said Ordinance was then read by title and thereafter Council member _____ moved for final passage of the Ordinance, which motion was seconded by Council member _____. The Mayor then stated the question was "Shall Ordinance No. 491 be passed and adopted?" Upon roll call vote, the following Council members voted YEA: _____. The following voted NAY: _____. The passage and adoption of said Ordinance having been concurred by a majority of all members of the Council, the Mayor declared the Ordinance adopted and the Mayor in the presence of the Council signed and approved the Ordinance and the Clerk attested the passage and approval of the same and affixed her signature thereto.

ITEM #12

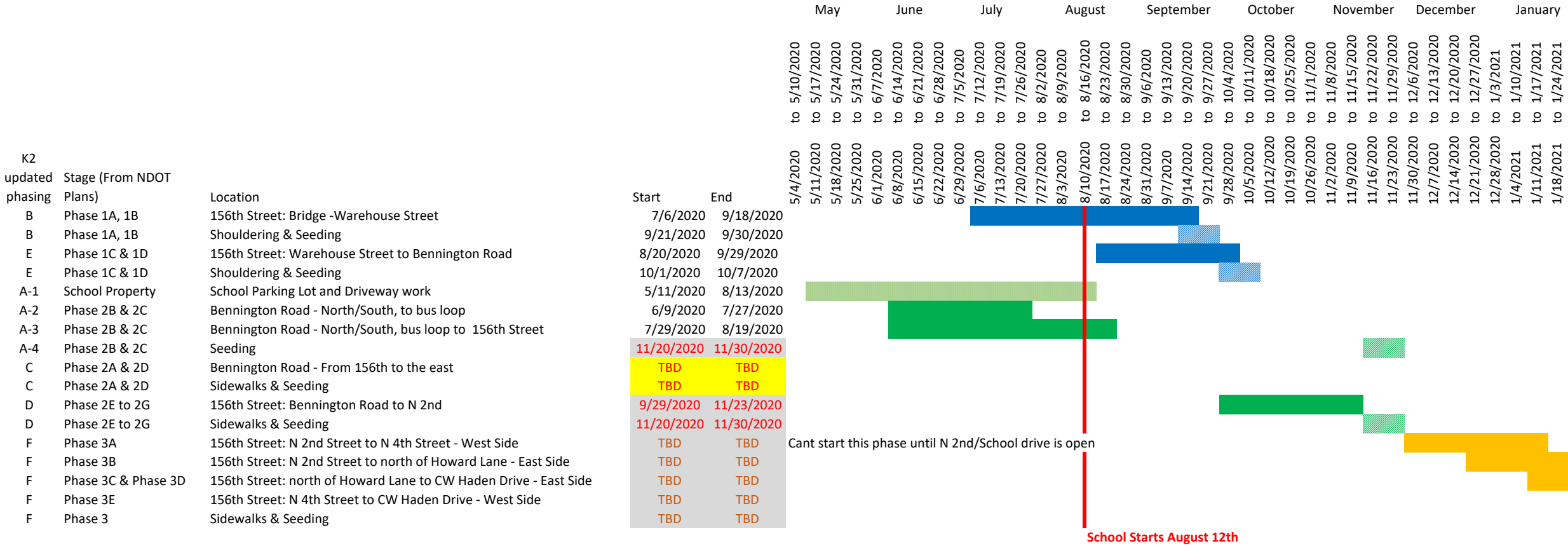
156th Street Project

Supplemental Agreement #4

Supplemental Agreement #5

Bennington 156th Street Project Schedule (as of 9-8-2020)

CN 22233, Project Number STPC-3805(5)



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



Engineering | Architecture | Surveying | Planning

Invoice

August 5, 2020

Project No: R050728.00

Invoice No: 118466

Invoice Amount: 7,235.00

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 31, 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			\$38,101.25	\$30,866.25	\$7,235.00
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			\$104,751.75	\$97,516.75	\$7,235.00
Total Amount Due Upon Receipt					\$7,235.00

	Current	Prior	Total
Billings to Date	7,235.00	97,516.75	104,751.75

Outstanding Invoices

Number	Date	Balance
117808	7/9/2020	8,401.25
Total		8,401.25

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

Billing Backup

Wednesday, August 5, 2020

JEO Consulting Group, Inc.

Invoice 118466 Dated 8/5/2020

11:50:35 AM

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

Hours this Invoice

		Hours		Amount
63 - Borchers, Julie	7/6/2020	.50	185.00	92.50
project tracker				
63 - Borchers, Julie	7/7/2020	6.50	185.00	1,202.50
weekly progress meeting, site visit and review of items that came up at the meeting. notes from site visit, emails and call on qustions/updates needed from the meeting and start on meeting notes.				
63 - Borchers, Julie	7/8/2020	.50	185.00	92.50
update sign in sheet and send packet info to mindi				
63 - Borchers, Julie	7/9/2020	2.50	185.00	462.50
site visit				
63 - Borchers, Julie	7/14/2020	3.25	185.00	601.25
progress meeting				
63 - Borchers, Julie	7/15/2020	.50	185.00	92.50
63 - Borchers, Julie	7/16/2020	7.50	185.00	1,387.50
prepare and send out notes form meeting, respond to email from DLR, conversations with K2 and NDOT, site visit to meet with property owner (Bennington Road and Molley Str), meeting on OPPD relocation plan for by school and with city electrial contractor on servcie line to library/city office.				
63 - Borchers, Julie	7/17/2020	.50	185.00	92.50
emails on project				
63 - Borchers, Julie	7/21/2020	4.75	185.00	878.75
progress meeting and site review				
63 - Borchers, Julie	7/22/2020	2.00	185.00	370.00
site visit and meeting notes				
63 - Borchers, Julie	7/23/2020	.50	185.00	92.50
coordination with Unite				
63 - Borchers, Julie	7/28/2020	4.25	185.00	786.25
prepare for and attend meeting, address school concerns and prepare map for school on access for Kindergarten round up Friday				
63 - Borchers, Julie	7/29/2020	1.50	185.00	277.50
meeting notes, answer question for clerk				
63 - Borchers, Julie	7/31/2020	2.25	185.00	416.25
site visit, notes and maps to school for review				
102 - Hevlin, Tyler	7/20/2020	1.50	260.00	390.00
site inspection				
Totals		38.50		7,235.00
Total Labor				7,235.00
			Total this Phase	\$7,235.00
			Total this Project	\$7,235.00
			Total this Report	\$7,235.00

RESOLUTION

**PRELIMINARY ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 4 – BK1642**

CITY OF BENNINGTON

Resolution No. 2020 - 15

Whereas: City of Bennington and HDR Engineering, Inc., have previously executed a Preliminary Engineering Services Agreement (BK1642) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Bennington understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of Bennington and HDR Engineering wish to enter into a preliminary engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Bennington, Nebraska that:

Matt John, Mayor of City of Bennington is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 4 between the City of Bennington and HDR Engineering.

NDOR Project Number: STPC-3805(5)

NDOR Control Number: 22233

NDOR Project Description: 156th & Bennington

Adopted this _____ day of _____, 2020 at _____ Nebraska.

The City Council of City of Bennington, Nebraska:

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

THIS SUPPLEMENTAL AGREEMENT is between the City of Bennington ("LPA") and HDR Engineering, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") and Supplemental Agreement # 4 providing for Consultant to provide design for LPA's Federal Aid project and Supplemental Agreements #1- 3, providing for Consultant to provide preliminary design for LPA's Federal Aid project, and

WHEREAS, it is necessary that design revision be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement.

WHEREAS, it is the desire of LPA that the project be constructed under the designation of Project No. STPC-3805(5), as evidenced by the Resolution of LPA, attached as EXHIBIT "A" and incorporated herein by this reference, and

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in in Exhibit "B" Consultant Work Order 4, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE

LPA issued Consultant a written Notice-to-Proceed on October 22, 2010. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

Consultant will complete all work stipulated in the Original Agreement, Supplemental Agreement(s) #1-3, and this Supplemental Agreement by September 30, 2020

SECTION 3. FEES AND PAYMENTS

For the work required, SECTION 9 FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) 1-3, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$48,265.20 to \$52,307.08, an increase of \$4,041.88. Actual costs are increased from \$413,385.86 to \$444,431.53, an increase of

\$31,045.67. The total agreement amount is increased from \$461,651.03 to \$496,738.58, an increase of \$35,087.55 which Consultant must not exceed without the prior written approval of the State.

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to State information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

SECTION 5. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

SECTION 6. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 7. CERTIFICATION OF LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable LPA and federal laws, both criminal and civil.

Supplement Amount		\$53,007.53
Total Agreement Amount	CPFF	\$496,738.58

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant this 17 day of August, 2020.

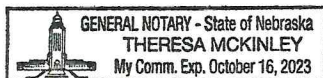
HDR ENGINEERING, INC.
Matthew B. Tondl, P.E.

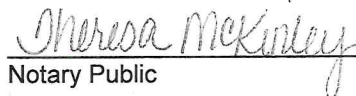


Senior Vice President

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this 17 day of August, 2020.




Notary Public

EXECUTED by LPA this _____ day of _____, 2020.

CITY OF BENNINGTON
Matt John

Mayor

Subscribed and sworn to before me this _____ day of _____, 2020.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

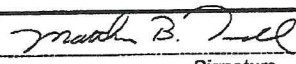
Consultant Work Order

(Local Projects)

Project No.: STPC-3805(5)		Control No.: 22233
Consultant: (Name and Representative) HDR Inc. Kevin Moody	Agreement No.: BK1527	Work Order No.: BK1642
LPA: (Name and Representative) City of Bennington - Mindi Laaker		Constr. Change Order No.: (If applicable)
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement: (Include scope of services, deliverables, and schedule) This CWO covers out of scope items to make revisiosn to the final roadway design and update plans based on continued ROW negotiations after PS&E submittal. Effort is also included to help support the City in their condemnation effort. Additional effort is also included to redesign storm sewer to avoid a utiity conflict.</p>		
Work Title	Summary of Fee	
Redesign for ROW, Condemnation, Utility Impacts.	A. Total Direct Labor Cost	= 12,078.78
	B. Overhead (Factor * x A)	= 18,775.26
	C. A + B	= 30,854.04
	D. Profit/Fee (Factor ** x C)	= 4,041.88
*Overhead Factor:	155.44%	E. Direct Non-Labor Cost
**Profit/Fee Factor:	13.10%	F. Subconsultant Services
Total Fee Notes:		= \$35,087.55
		<input type="checkbox"/> ESTIMATED TOTAL FEE:
		<input checked="" type="checkbox"/> FINAL TOTAL FEE: 35,087.55

Work Order Authorization – May be granted by email and attached to this document.

Consultant:

Matthew B Tondl  Oct 21, 2019
 Name Signature Date


LPA:

Tyler L Hevlin  Oct. 22, 2019
 Name Signature Date

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

Name Signature Date

LPS Unit Head Review (for PE Phase):

Nicole Taylor  10/22/19
 Name Signature Date

LPS Manager or Construction Engineer (Construction Phase):

Name Signature Date

FHWA: (FHWA Approval on Full Oversight Projects Only):

Name Signature Date

Notice to Proceed
 will be granted by
 email by:
 LPS PC for
 Preliminary
 Engineering &
 CD PC for
 Construction
 Engineering.

FMIS Approval Date:

Notice to Proceed Date:

10/22/19

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOR Agreements Engineer, Highway Funds Manager, CD PC



**REDSIGN BASED ON ROW NEGOTIATIONS AND CONDEMNATION
ASSISTANCE**

PROJECT: STPC-3805(5)

CONTROL NUMBER: 22233

LOCATION: 156TH STREET IN BENNINGTON

October 8, 2019

RE: 156th Street/Bennington Road

This supplement is to cover the work associated with the redesign effort needed from the ROW negotiations after PS&E submittal. It also covers the condemnation assistance for tract 7, RMW LLC.

Task 8: Final Roadway Design

This task will include effort to make revisions to the plans based on ROW negotiations after PS&E submittal.

- *Tract 11 – Revise driveway location, width, and surfacing type.*
- *Tract 16 – Revise retaining wall design or remove retaining wall and grade out the slope into the yard. Remove the tree in the northwest corner of the yard.*
- *Tract 20 - Address backslope grading into the yard.*

Task 9: Plan Submittals – Final (LOC) and PS&E

- a. Plan Production/Printing
 - This task includes effort to produce any new sheets based on revisions from this phase, place notes on new sheets or modify notes, and print.
 - Exhibits to help with ROW negotiations. This effort assumes 3 additional exhibits needed at the request of property owners.

Task 19: Condemnation:

City of Bennington / NDOT
156th Street/Bennington Road
October 8, 2019

- a. This task includes effort to assist the City in condemnation proceedings for Tract 7, RWM LLC. Assistance will include effort to produce 2 exhibits, attend 2 meetings (in Bennington) and Court, if required.
- b. This task includes effort to assist the City in condemnation proceedings for additional tracts. Tracts may include: Tract 3 – Hemple, Tract 4 - Rasmussen, Tract 5 – G&J Properties, LLC, Tract 20 – Kunkle-Tanner. Assistance will include effort to produce 2 exhibits for each lot, attend 2 meetings (in Bennington) and Court for each lot, if required.

Task 20: Storm Redesign - Utility Conflicts

- a) Redesign the storm sewer from approximately 26+00 to 38+00 to avoid conflict with an existing 16" water line. The redesign effort shall also include effort to revise the PS&E package which includes:
 - (a) Storm sewer plans and profiles
 - (b) Drainage study and calculations
 - (c) Quantities (Horseblankets)
 - (d) Cost estimate
 - (e) QA/QC
- c. Relocate manholes A-6, A-7 and add Bento-mat barrier at inlets A-15, A-16, A-19, B-2 and B-4.
- d. NEPA re-evaluation:
 - (a) Review updated storm sewer design and assess changes to impacts resulting from the new design. Coordinate updated design and impact information with NDOT to obtain updated PQS memos. Prepare re-evaluation documentation
- e. Meetings:
 - (a) Time is included for 4 – 1 hour meetings with 3 HDR personnel.

Anticipated Schedule

Task	Duration
NTP	October 31 2019
Condemnation Resolution	November 15, 2019

***Schedule is subject to change**

RESOLUTION

PRELIMINARY ENGINEERING SERVICES AGREEMENT SUPPLEMENTAL AGREEMENT NO. 5 – BK1642

CITY OF BENNINGTON

Resolution No. 2020-16

Whereas: City of Bennington and HDR Engineering, Inc., have previously executed a Preliminary Engineering Services Agreement (BK1642) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Bennington understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of Bennington and HDR Engineering wish to enter into a preliminary engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Bennington, Nebraska that:

Matt John, Mayor of City of Bennington is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 5 between the City of Bennington and HDR Engineering.

NDOR Project Number: STPC-3805(5)

NDOR Control Number: 22233

NDOR Project Description: 156th & Bennington

Adopted this _____ day of _____, 2020 at _____ Nebraska.

The City Council of City of Bennington, Nebraska:

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

THIS SUPPLEMENTAL AGREEMENT is between the City of Bennington ("LPA") and HDR Engineering, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") and Supplemental Agreement # 5 providing for Consultant to provide design for LPA's Federal Aid project and Supplemental Agreements #1- 4, providing for Consultant to provide preliminary design for LPA's Federal Aid project, and

WHEREAS, it is necessary that design revision be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement.

WHEREAS, it is the desire of LPA that the project be constructed under the designation of Project No. STPC-3805(5), as evidenced by the Resolution of LPA, attached as EXHIBIT "A" and incorporated herein by this reference, and

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in in Exhibit "B" Consultant Work Order 5, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE

LPA issued Consultant a written Notice-to-Proceed on May 26, 2020. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

Consultant will complete all work stipulated in the Original Agreement, Supplemental Agreement(s) #1-4, and this Supplemental Agreement by September 30, 2020

SECTION 3. FEES AND PAYMENTS

For the work required, **SECTION 9 FEES AND PAYMENTS** of the Original Agreement, as amended in supplement(s) 1-4, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$52,307.08 to \$53,996.32, an increase of \$1,689.24. Actual costs are increased from \$444,431.53 to \$457,376.31, an increase of

\$12,944.78. The total agreement amount is increased from \$496,738.58 to \$511,372.60, an increase of \$14,634.02 which Consultant must not exceed without the prior written approval of the State.

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to State information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

SECTION 5. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

SECTION 6. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 7. CERTIFICATION OF LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable LPA and federal laws, both criminal and civil.

Supplement Amount	\$14,634.02
Total Agreement Amount	CPFF \$511,372.60

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

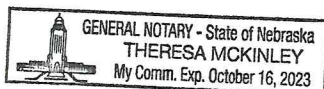
EXECUTED by Consultant this 17 day of August, 2020.

HDR ENGINEERING, INC.
Matthew B. Tondl, P.E.

Matthew B. Tondl
Senior Vice President

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this 17 day of August, 2020.



Theresa McKinley
Notary Public

EXECUTED by LPA this _____ day of _____, 2020.

CITY OF BENNINGTON
Matt John

Mayor

Subscribed and sworn to before me this _____ day of _____, 2020.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for

Consultant Work Order (Local Projects)

Project No.: STPC-3805(5)		Control No.: 22233
Consultant: (Name and Representative) HDR Inc. Kevin Moody	Agreement No.: BK1527	Work Order No.: BK1642
LPA: (Name and Representative) City of Bennington - Mindi Laaker		Constr. Change Order No.: (If applicable)
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement: (Include scope of services, deliverables, and schedule) This CWO covers effort needed during construction to respond to RFI's, shop drawing reviews and 4F review.</p>		
Work Title		Summary of Fee
Construction Admin. review		A. Total Direct Labor Cost = 5,048.14
		B. Overhead (Factor * x A) = 7,846.83
		C. A + B = 12,894.97
		D. Profit/Fee (Factor ** x C) = 1,689.24
*Overhead Factor: 155.44%	E. Direct Non-Labor Cost = 49.81	
**Profit/Fee Factor: 13.10%	F. Subconsultant Services = 0.00	
Total Fee Notes:		TOTAL FEE: C + D + E + F = \$14,634.02
		<input type="checkbox"/> ESTIMATED TOTAL FEE:
		<input checked="" type="checkbox"/> FINAL TOTAL FEE: 14,634.02

Work Order Authorization – May be granted by email and attached to this document.

Consultant:

Matthew B Tondl Matthew B. Tondl May 7, 2020
Name Signature Date

LPA: Mindi Laaker Mindi Laaker 5-8-2020
Name Signature Date

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

Name Signature Date

LPS Unit Head Review (for PE Phase):
Nicole Taylor Nicole Taylor
Name Signature Date: 2020.05.27

LPS Manager or Construction Engineer (Construction Phase):
Taylor Taylor
Name Signature Date: 5/3/2020

Name Signature Date

FHWA: (FHWA Approval on Full Oversight Projects Only):

Name Signature Date

Notice to Proceed will be granted by email by:
LPS PC for Preliminary Engineering & CD PC for Construction Engineering.

FMIS Approval Date:
5/19/20

Notice to Proceed Date:
5/26/20

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOR Agreements Engineer, Highway Funds Manager, CD PC



**REDSIGN BASED ON ROW NEGOTIATIONS AND CONDEMNATION
ASSISTANCE**

PROJECT: STPC-3805(5)

CONTROL NUMBER: 22233

LOCATION: 156TH STREET IN BENNINGTON

May 4, 2020

RE: 156th Street/Bennington Road

This supplement is to cover effort related to construction activities, which include reviewing shop drawings, answering RFI, coordination meetings and on site visits.

Task 21: Construction Support

Project Management – This task includes activities to initiate and monitor project schedules, internal cost controls and to prepare and process invoices, monthly progress reports. It is assumed this effort will cover a period of 15 months.

- *Shop Drawing Review – Effort is included to review up to 8 shop drawings. It is assumed 2 hours per review.*
- *RFI Clarification – Effort is included to review and clarify up to 8 RFI's. It is assumed 4 hours per RFI, which would also include revisions to drawings.*
- *Meetings & Onsite Meetings – It is assumed up to 2 on site meetings and 4 coordination meetings*
- *Environmental / NEPA Review – Environmental / NEPA Review – Effort to address questions related to construction activities and compliance with NEPA commitments. Up to 16 hours included to address questions as needed.*

Anticipated Schedule

Task	Duration
NTP	May 15, 2020
End of Construction	August 15, 2021

***Schedule is subject to change**

Preliminary & Final Design

Project Number: STPC-3805(5)

Control Number: 22233

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

Date: May 4, 2020

Overhead Rate ^[1]	155.44%
Fee for Profit Rate ^[2]	13.10%
FCCM (if applicable)	0.30%

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

BLENDED RATES TABLE			
Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Principal			
Lisa Richardson	Sr. Environmental Scientist	\$77.75	100%
	Blended Rate:	\$77.75	
Project Manager			
Kevin Moody	Sr. Roadway Engineer	\$57.78	100%
	Blended Rate:	\$57.78	
Sr. Engineer			
Kevin Moody	Sr. Roadway Engineer	\$57.78	100%
	Blended Rate:	\$57.78	
Engineer			
Theo Weseman	Roadway Engineer	\$46.79	100%

Blended Rate: \$34.52

Designer/Tech

Mark Kadlec

Designer

\$40.97

100%

Blended Rate: \$40.97

Sr. Construction Inspector

Hussein Khalil

\$90.13

100%

Blended Rate: \$90.13

Traffic Eningeer

Blended Rate:

Traffic EIT

Blended Rate:

Administrative

Theresa McKinley

Controller

\$46.12

100%

Employee Name	Job Title & Certifications ⁽³⁾	Current Actual Salary Rate/Hr ⁽⁴⁾	% Assigned
Blended Rate:		\$46.12	

Consultant's Estimate of Hours

Preliminary & Final Design

Project Name: 156th Street in Bennington - Supplement **05**
Consultant: HDR, Inc.
Consultant PM: Kevin Moody, 402-926-7120, Kevin.moody@hdrinc.com
NDOT PC: Nicole Taylor, 402-479-3859, Nicole.taylor@nebraska.gov
Date: May 4, 2020

Project Number: STPC-3805(5)
Control Number: 22233

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PR	PM	SENG	ENG	SENS	DES	SRCI	TENG	TEIT	ADM	
8. Final Roadway Design	4	48		10	12		12				86
a) Project Management		12									12
b) Shop Drawing Review		12					4				16
c) RFI		16		10			6				32
d) Meetings / Site Visits		8					2				10
e) Environmental / NEPA Review	4				12						16
Total Days	0.5	6		1.25	1.5		1.5				11
Total Hours	4	48		10	12		12				86.0

Preliminary & Final Design

Project Name: 156th Street in Bennington - Supplement **05**
Consultant: HDR, Inc.
Consultant PM: Kevin Moody, 402-926-7120, Kevin.moody@hdrinc.com
NDOT PC: Nicole Taylor, 402-479-3859, Nicole.taylor@nebraska.gov
Date: May 4, 2020

Project Number: STPC-3805(5)
Control Number: 22233

DIRECT LABOR COSTS

Classification	Hours	Rate	Amount
Principal	4	\$77.75	\$311.00
Project Manager	48	\$57.78	\$2,773.44
Sr. Engineer		\$57.78	
Engineer	10	\$46.79	\$467.90
Senior Environmental Scientist	12	\$34.52	\$414.24
Designer/Tech		\$40.97	
Sr. Construction Inspector	12	\$90.13	\$1,081.56
Traffic Engineer			
Traffic EIT			
Administrative		\$46.12	
	86	Subtotal	\$5,048.14

DIRECT EXPENSES

	Amount
Subconsultants:	
Printing And Reproduction:	\$6.00
Mileage/Travel:	\$28.75
Lodging/Meals:	
Other Miscellaneous Costs:	
	Subtotal
	\$34.75

TOTAL PROJECT COSTS

	Amount
Direct Labor Costs	\$5,048.14
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 1.0 years @ 3.0% / year =	
Overhead @ 155.44%	\$7,846.83
Facility Capital Cost of Money (FCCM) @ 0.298% (labor costs x FCCM%)	\$15.06
Direct Expenses	\$34.75
Fee for Profit Rate @ 13.10%	\$1,689.24
TOTAL COST	\$14,634.02

Bennington 156th Street Project Tracker



Sep-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 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 are done and the work is scheduled to begin late in the week of Sept 7th (pending weather). OPPD will work with the contractor to make sure the pole at the NW corner is out of the way when they get to that point for storm sewer construction.
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 (from March) has been reimbursed by NDOT. The next reimbursement will be submitted at the end of September.
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: All pavement work on school site is completed. Light pole bases have been poured but waiting on poles to be delivered (delay due to manufacturing/COVID) and one inlet remains to be build once storm sewer is installed north of the Bennington Road intersection. Pavement marking in the southeast lot is to be done with markings on 156th Street.</p> <p>BENNINGTON ROAD: The road has been opened to two lanes of traffic since mid August. The intersection of 156th Street and Bennington Road will close once access is provided to the south via Warehouse Street on 156th. This is estimated to be around September 21st. The public will be provided at least 2 business days notice on the change via city website and project Facebook page (all dates pending weather).</p> <p>156TH STREET: The NB lane on 156th is complete through the Warehouse intersection. The SB lane for this section will be poured once the weather clears and we still are anticipating having this open around September 18th or so. Soil issues were discovered in this section of road and a re-design not he base support was provided by NDOT for changes. It appears (as of now) this is limited to the vicinity of Warehouse Street on 156th. As the contractor works north, the soils appear to be improved.</p>

ITEM #13

General Engineering



Engineering | Architecture | Surveying | Planning

Invoice

August 5, 2020

Project No: R090034.03

Invoice No: 118467

Invoice Amount: 3,472.50

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 31, 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			\$37,338.75	\$33,866.25	\$3,472.50
Total			\$37,338.75	\$33,866.25	\$3,472.50
Total Amount Due Upon Receipt					\$3,472.50

Outstanding Invoices

Number	Date	Balance
117809	7/9/2020	7,062.50
Total		7,062.50

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

Billing Backup

Wednesday, August 5, 2020

JEO Consulting Group, Inc.

Invoice 118467 Dated 8/5/2020

11:51:52 AM

Project	R090034.03	Bennington General Engineering		
Phase	2020	2020 General Engineering		
Task	001	General Engineering, Meetings, Etc.		
			Total this Task	\$2,115.00
Task	012	Prairie Hollow Development		
			Total this Task	\$270.00
Task	015	Newport Vista		
			Total this Task	\$230.00
Task	018	Neumeyer Recreational Complex Development		
			Total this Task	\$857.50
			Total this Phase	\$3,472.50
			Total this Project	\$3,472.50
			Total this Report	\$3,472.50

ITEM #14

Resolution No. 2020-17

Amend Purchase & Donation

Resolution No. 2020-18

Amend Sale & Purchase

CITY OF BENNINGTON, NEBRASKA

RESOLUTION NO. 2020-17

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 AN AMENDED DONATION AGREEMENT AND AUTHORIZING THE EXECUTION OF THE SAME.

WHEREAS, Papio Valley Heritage, LLC ("Donor") is the owner of the real estate consisting of 49.714 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 19.714 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 an Amended 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 Amended Donation Agreement between the City and the Donor dated September 14, 2020; agree to the terms and conditions of the Amended 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 Amended Donation Agreement shall be binding upon and inure to the benefit of the City's future mayors and councils.

RESOLVED, that the prior Resolution No. 2020-10 dated August 10, 2020 by the City of Bennington Mayor and City Council regarding this donation by the Donor to the City is revoked and cancelled.

PASSED AND APPROVED this 14th day of September, 2020.

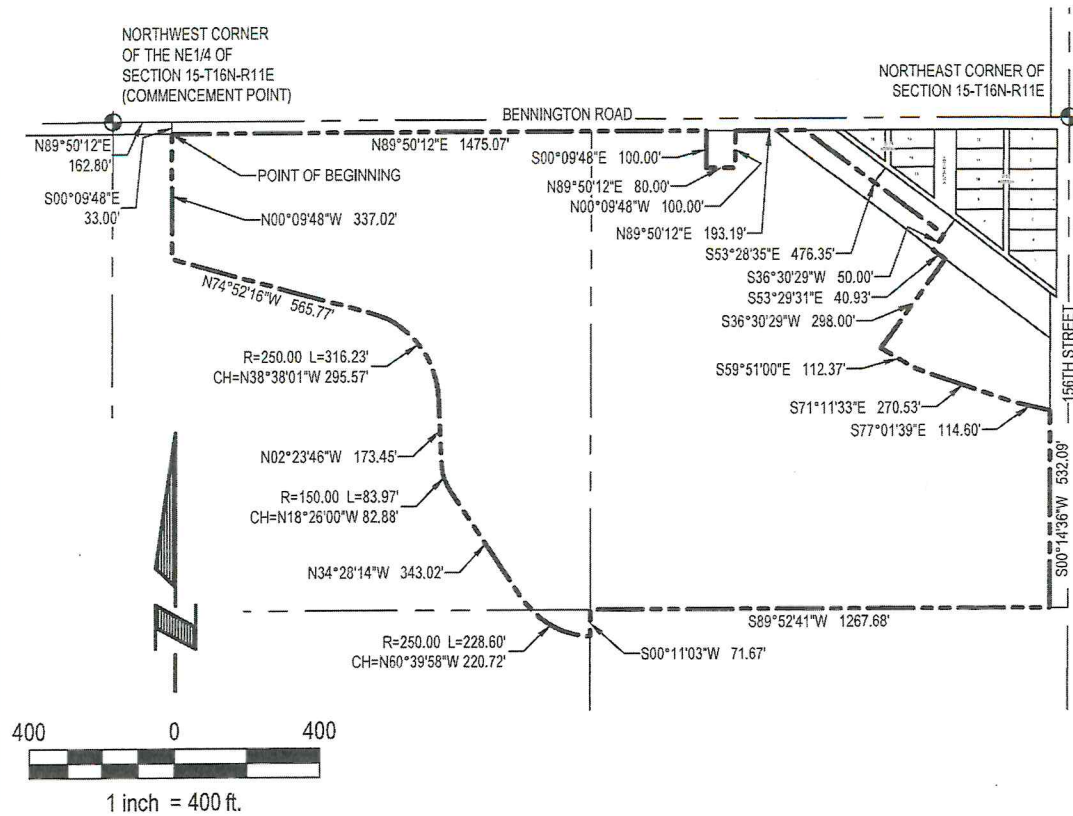
CITY OF BENNINGTON, NEBRASKA

By: _____
Matt John, Mayor

ATTEST:

Mindi Laaker, City Clerk
City of Bennington
15514 Warehouse Street
Bennington, NE 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 N89°50'12"E (ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID NE1/4 OF SECTION 15, A DISTANCE OF 162.80 FEET; THENCE S00°09'48"E, 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 N89°50'12"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BENNINGTON ROAD, A DISTANCE OF 1,475.07 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 565.77 FEET; THENCE N00°09'48"W, A DISTANCE OF 337.02 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 2,165,536 SQUARE FEET OR 49.714 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: 402.895.3599

Drawn by: RLS Chkd by: Date: 08/17/2020
Job No.: P2019.032.002

LEGAL DESCRIPTION

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

DOUGLAS COUNTY, NEBRASKA

AMENDED DONATION AGREEMENT

This AMENDED 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 49.714 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 19.714 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 19.714 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 Amended 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 Amended 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 Amended Donation Agreement, provided that such further

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

10. This Amended 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 Amended Donation Agreement. No oral statements, representations or agreements other than this Amended 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 Amended 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 Amended 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 Amended 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 Amended Donation Agreement.

13. The Mayor and City Council of the City have approved and agreed to this Amended Donation Agreement and have authorized the Mayor's execution hereof, via formal approval and execution of City of Bennington Resolution 2020-13 dated September 14, 2020.

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

15. The prior Donation Agreement dated August 10, 2020 by the City and the Donor is hereby revoked and cancelled.

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: _____

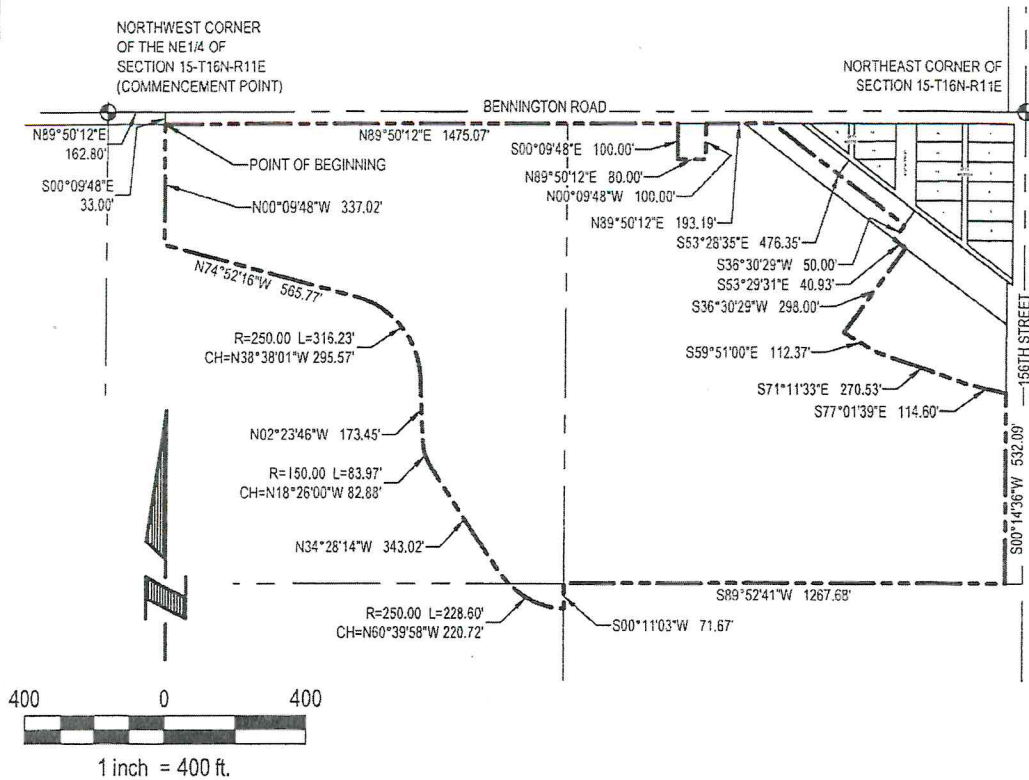
NANCY NEUMEYER, its Managing Member

Mayor Matt John

Mayor Matt John

Notary Public

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 N89°50'12"E (ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID NE1/4 OF SECTION 15, A DISTANCE OF 162.80 FEET; THENCE S00°09'48"E, 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 N89°50'12"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BENNINGTON ROAD, A DISTANCE OF 1,475.07 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 565.77 FEET; THENCE N00°09'48"W, A DISTANCE OF 337.02 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 2,165,536 SQUARE FEET OR 49.714 ACRES, MORE OR LESS.

 <p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3539</p>	<p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3539</p> <p>Drawn by: RLS Chkd by: _____ Date: 08/17/2020</p> <p>Job No.: P2019.032.002</p>	<p>LEGAL DESCRIPTION PART OF THE NE1/4 OF SECTION 15-T16N-R11E DOUGLAS COUNTY, NEBRASKA</p>
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CITY OF BENNINGTON, NEBRASKA

RESOLUTION NO. 2020-18

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 AN AMENDED 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 49.714 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 19.714 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 an Amended 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 49.714 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 Amended 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.

7. That the prior Resolution No. 2020-11 dated August 10, 2020 by the City of Bennington Mayor and City Council regarding the purchase of such real property, is hereby revoked and cancelled.

PASSED AND APPROVED this 14th day of September, 2020.

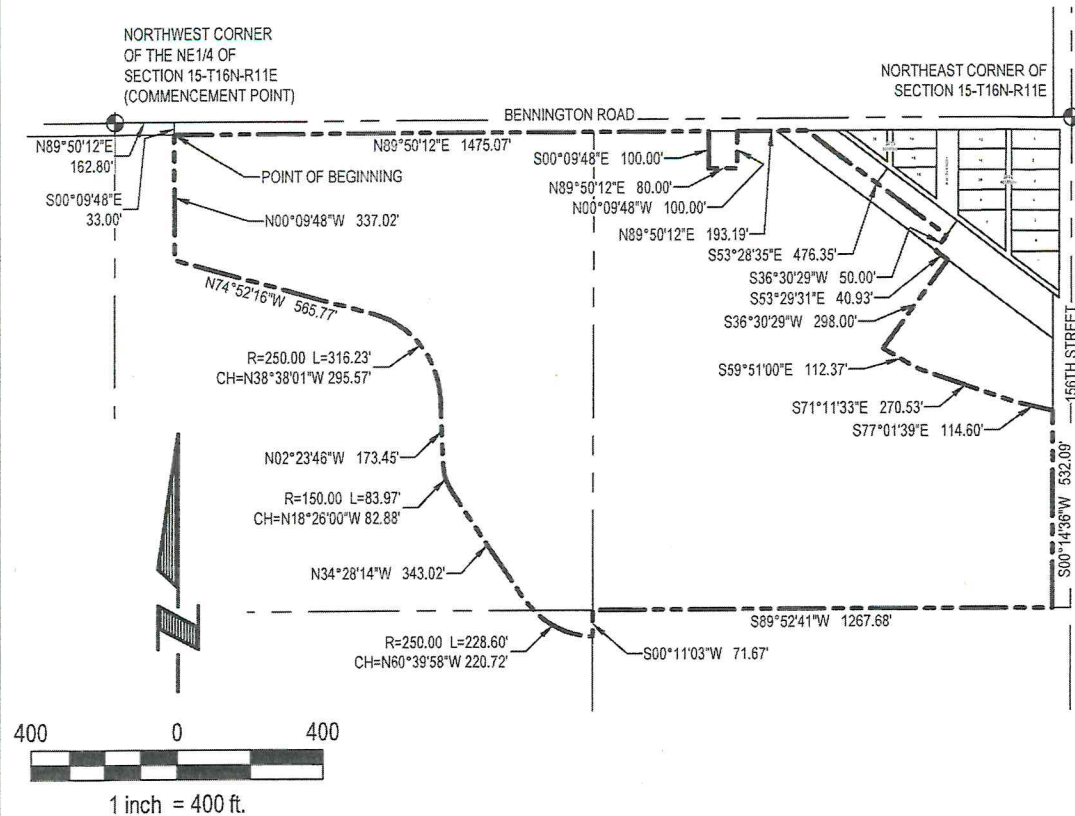
CITY OF BENNINGTON, NEBRASKA

By: _____
Matt John, Mayor

ATTEST:

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

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:

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E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3999

Drawn by: RLS Chkd by:

Date: 08/17/2020

Job No.: P2019.032.002

LEGAL DESCRIPTION

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

DOUGLAS COUNTY, NEBRASKA

AMENDED SALE AND PURCHASE AGREEMENT

THIS AMENDED 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 49.714 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 19.714 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 set forth 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.

5.17 **Revocation of Prior Sale And Purchase Agreement.** The prior Sale And Purchase Agreement dated August 10, 2020 by the Buyer and the Seller is hereby revoked and cancelled.

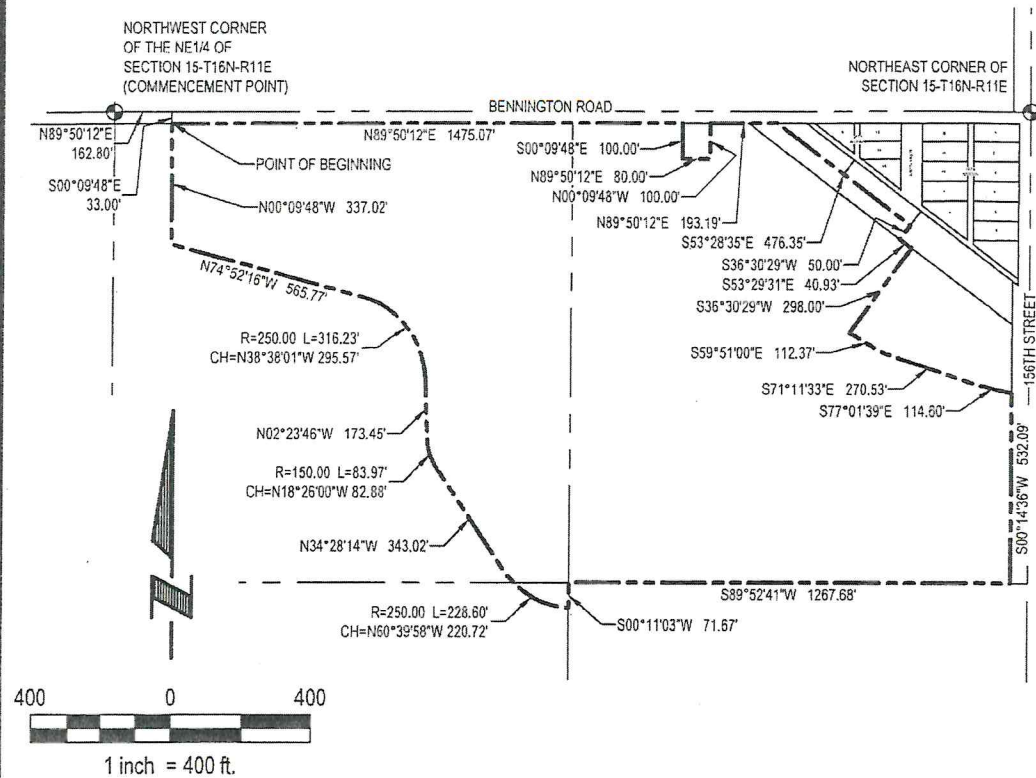
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11

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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 N89°50'12"E (ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID NE1/4 OF SECTION 15, A DISTANCE OF 162.80 FEET; THENCE S00°09'48"E, 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 N89°50'12"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BENNINGTON ROAD, A DISTANCE OF 1,475.07 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 565.77 FEET; THENCE N00°09'48"W, A DISTANCE OF 337.02 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 2,165,536 SQUARE FEET OR 49.714 ACRES, MORE OR LESS.



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

10909 M III Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4730 • Fax: 402.855.3599

Drawn by: RLS Chkd by:

Date: 08/17/2020

Job No.: P2019.032.002

LEGAL DESCRIPTION

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

DOUGLAS COUNTY, NEBRASKA

	A	B	C	K	L	M	N	O	P	Q	R	S
1	REVENUES - GENERAL FUND											
2				Actuals	BUDGET	Actuals	4th Qtr	EOY Estimate	Budget			
3		Acct #	Account Name	18/19	19/20	6-30-20	Estimate	19/20	20/21			
4												
5	TAXES											
6		5002	PROPERTY TAXES	\$592,705	\$673,724	\$376,016	\$297,708	\$673,724	\$741,908			
7		5004	HOMESTEAD EXEMPTION	\$26,553	\$0	\$14,959	\$0	\$0	\$0			
8		5006	VTR Tax Douglas Co,	\$0	\$65,000	\$0	\$0	\$0	\$0			
9		5008	Motor Vehicle Fees Prorate	\$7,340	\$7,000	\$1,156	\$128	\$1,284	\$0			
10		5010	SALES TAX	\$618,836	\$550,000	\$533,982	\$177,993	\$711,975	\$700,000			
11		5011	Motor Vehicle Sales Tax		\$0	\$29,091	\$0	\$0	\$0			
12		5012	5% IN LIEU	\$18,154	\$30,000	\$32,013	\$5,000	\$37,013	\$32,000			
13			TOTAL TAXES	\$1,263,588	\$1,325,724	\$987,216	\$480,830	\$1,423,996	\$1,473,908			
14	INTERGOVERNMENTAL REVENUES											
15		5101	Property Tax Credit Allocation	\$19,357	\$0	\$12,611	\$500	\$13,111	\$0			
16		5102	Motor Vehicle Fees State of Ne	\$0	\$0	\$0	\$0	\$0	\$0			
17		5106	LIBRARY - DOUGLAS COUNTY	\$57,259	\$0	\$0	\$0	\$0	\$0			
18		5112	LIBRARY-State Aid	\$0	\$0	\$0	\$0	\$0	\$0			
19			TOTAL INVERGOVT.	\$76,617	\$0	\$12,611	\$500	\$13,111	\$0			
20	CHARGES FOR SERVICES											
21		5202	LIBRARY INCOME		\$0		\$0	\$0	\$0			
22		5203	LIBRARY-BOOK REPLACEMENT		\$0		\$0	\$0	\$0			
23		5204	FRANCHISE FEES (Cable)	\$24,905	\$20,000	\$23,091	\$0	\$23,091	\$23,000			
24		5205	PUBLIC HEARING FEES	\$9,408	\$3,000	\$1,267	\$1,733	\$3,000	\$3,000			
25		5206	Sewer Connection Permit Fees		\$0	\$0	\$0	\$0	\$0			
26		5208	Sewer User Fees		\$0	\$0	\$0	\$0	\$0			
27		5210	LICENSES AND PERMITS (Dog Licenses)	\$2,114	\$2,200	\$2,170	\$30	\$2,200	\$2,200			
28												
29		5212	LIQUOR LICENSES	\$3,300	\$3,300	\$3,300	\$0	\$3,300	\$3,300			
30		5214	Tobacco Licenses	\$10	\$10	\$10	\$0	\$10	\$10			
31		5216	Fireworks Permits	\$500	\$500	\$500	\$0	\$500	\$500			
32		5218	Peddlers Permits		\$0	\$0	\$0	\$0	\$0			
33			TOTAL CHARGES FOR SERVICES	\$40,238	\$29,010	\$30,338	\$1,763	\$32,101	\$32,010			

	A	B	C	K	L	M	N	O	P	Q	R	S
1	REVENUES - GENERAL FUND											
2				Actuals	BUDGET	Actuals	4th Qtr	EOY Estimate	Budget			
3		Acct #	Account Name	18/19	19/20	6-30-20	Estimate	19/20	20/21			
34	USE OF MONEY & PROPERTY											
35		5302	INTEREST INCOME - GENERAL	\$2,359	\$500	\$1,480	\$350	\$1,830	\$500			
36		5304	Community Room Rental	\$2,743	\$3,000	\$564	\$500	\$1,064	2000			
37			TOTAL USE OF MONEY & PROPERTY	\$5,102	\$3,500	\$2,044	\$850	\$2,894	\$2,500			
38												
40		5401	Police Grants		0	0	0	0	0			
41		5402	DONATIONS	\$10,000	\$105	\$105	\$0	\$105	0			
42		5403	Grants/Contrib./Donations-Library	\$1,522	\$0	0	\$0	\$0	\$0			
43		5410	Library Grant		\$0	0	\$0	\$0	0			
44			TOTAL GRANTS AND CONTRIBUTIONS	\$11,522	\$105	\$105	\$0	\$105	\$0			
45	MISCELLANEOUS											
46		5601	Police Income	\$3,407	0	0	\$0	0	0			
47		5600	MISCELLANEOUS REVENUE	\$303,124	\$80,000	\$165	\$38,817	\$38,982	56000			
48		5605	Misc Revnue-Parks	\$19,690	\$17,500	\$0	\$17,500	\$17,500	0			
49			TOTAL MISCELLANEOUS REVENUES	\$326,220	\$97,500	\$165	\$56,317	\$56,482	\$56,000			
52	TOTAL GENERAL FUND REVENUES			\$1,723,286	\$1,455,839	\$1,032,480	\$540,260	\$1,528,689	\$1,564,418			
53												
54												
55												
56			Total Transfer In	\$59,066	0	\$0	\$0	\$0	0			
57	TOTAL REVENUES INCLUDING TRANSFERS			\$1,782,352	\$1,455,839	\$1,032,480	\$540,260	\$1,528,689	\$1,564,418			

	A	B	C	K	L	M	N	O	P	Q
1	ADMINISTRATIVE									
2										
3				Actuals	BUDGET	Actuals	4th Qtr	EOY Estimate	BUDGET	
4		Acct #	Account Name	18/19	19/20	6-30-20	Estimate	19/20	20/21	
5	OPERATING EXPENSES									
6		5211	Pet Lic. State Fees	\$106	\$100	\$127	\$0	\$127	\$127	
7		6010	AUDIT AND BUDGET	\$20,771	\$22,000	\$16,379	\$7,621	\$24,000	\$25,000	
8		6040	Collection Fees - Douglas Co	\$6,970	\$5,500	\$3,518	\$1,982	\$5,500	\$6,000	
9		6041	Admin Fees - State of NE	\$20,859	\$18,000	\$17,665	\$336	\$18,000	\$19,000	
10		6042	VTR 1% PAYBACK	\$698	\$500	\$54	\$446	\$500	\$500	
11		6050	COMMUNITY PROGRAM	\$0	\$0	\$0	\$0	\$0	\$0	
12		6060	Dog Catcher	\$0	\$250	\$0	\$250	\$250	\$250	
13		6070	DUES - GENERAL	\$5,277	\$6,000	\$125	\$5,875	\$6,000	\$7,000	
14		6075	Economic Development Payments (New Subdivisions)	\$1,130	\$8,870	\$8,870	\$0	\$8,870	\$0	
15		6080	ELECTION EXPENSE	\$125	\$400	\$0	\$0	\$0	\$400	
16		6090	ENGINEERING	\$115,122	\$115,000	\$54,775	\$60,225	\$115,000	\$75,000	
17		6093	Engineering Benn Park West (5)	\$950	\$0	\$0	\$0	\$0	\$0	
18		6095	Engineering Logeman Park	\$0	\$0	\$0	\$0	\$0	\$0	
19		6198	Engineering Swimming Pool	\$0	\$0	\$0	\$0	\$0	\$0	
20		6110	REPAIRS AND MAINTENANCE	\$4,989	\$5,000	\$2,812	\$1,000	\$3,812	\$5,000	
21		6120	INSURANCE - GENERAL	\$41,732	\$51,080	\$47,618	\$3,462	\$51,080	\$53,000	
22		6140	LEGAL & PROF FEES - GENERAL	\$41,747	\$50,000	\$24,969	\$25,031	\$50,000	\$92,000	
23		6143	BENNINGTON PARK 5	\$769		\$0	\$0	\$0	\$0	
24		6150	MISCELLANEOUS	\$14,046	\$15,000	\$16,655	\$500	\$17,155	\$15,000	
25		6151	Bennington Park West (5) / Lockbox		\$0	\$0	\$0	\$0	\$0	
26		6160	Occupation Tax (To School District)	\$1,100	\$1,100	\$1,100	\$0	\$1,100	\$1,100	
27		6170	OFFICE CLEANING	\$205	\$1,000	\$0	\$0	\$0	\$1,000	
28		6180	OFFICE SUPPLIES	\$3,739	\$3,500	\$2,726	\$774	\$3,500	\$3,500	
29		6190	POSTAGE	\$707	\$1,000	\$436	\$564	\$1,000	\$1,000	
30		6200	PUBLICATIONS - GENERAL	\$3,141	\$3,000	\$2,601	\$867	\$3,468	\$3,000	
31		6210	Sewer Connections	\$0	\$0	\$0	\$0	\$0	\$0	
32		6215	Sewer City of Omaha	\$0	\$0	\$0	\$0	\$0	\$0	
33		6218	Signs	\$1,324	\$500	\$1,850	-\$1,350	\$500	\$2,000	
34		6220	Peoples Service Contract	\$0	\$0	\$0	\$0	\$0	\$0	
35		6230	Equipment	\$2,478	\$5,000	\$2,608	\$500	\$3,108	\$1,500	
36		6250	Locates	\$0	\$0	\$0	\$0	\$0	\$0	
37		6260	TELEPHONE - GENERAL	\$2,020	\$2,200	\$1,566	\$634	\$2,200	\$2,200	
38		6266	Logeman	\$0	\$4,215	\$0	\$0	\$0	\$0	
39		6270	UTILITIES	\$6,502	\$9,000	\$3,733	\$2,000	\$5,733	\$6,500	
40		9125	Fire Dept-Repairs & Maint-Bldg & Vehicles	\$0	\$0	\$0	\$0	\$0	\$0	
41		9140	Utilities	\$0	\$0	\$0	\$0	\$0	\$0	
42		9100	RFD Contract payments	\$123,783	\$130,000	\$130,000	\$0	\$130,000	\$112,927	

	A	B	C	K	L	M	N	O	P	Q
1	ADMINISTRATIVE									
2										
3				Actuals	BUDGET	Actuals	4th Qtr	EOY Estimate	BUDGET	
4		Acct #	Account Name	18/19	19/20	6-30-20	Estimate	19/20	20/21	
43			TOTAL OPERATING EXPENSES	\$420,293	\$458,215	\$340,187	\$110,716	\$450,903	\$433,004	
44										
45		6562	PAYROLL TAXES	\$4,899	\$5,520	\$3,508	\$2,012	\$5,520	\$6,137	
46		6571	SALARIES - FULL TIME	\$52,370	\$55,000	\$42,364	\$12,636	\$55,000	\$55,550	
47		6572	Salaries - Part time	\$11,480	\$14,000	\$10,000	\$4,000	\$14,000	\$21,164	
48			Total Salaries	\$63,850	\$69,000	\$52,365	\$16,635	\$69,000	\$76,714	
49		6560	Payroll Expenses - Other	-\$2,404	\$1,300	\$1,071	\$357	\$1,428	\$1,300	
50		6561	Meritorious Awards	\$1,570	\$2,500	\$1,200	\$1,300	\$2,500	\$1,200	
51		6580	PENSION EXPENSE	\$1,916	\$2,070	\$1,544	\$526	\$2,070	\$2,301	
52		6581	INSURANCE - EMPLOYEE	\$10,345	\$14,079	\$8,983	\$5,096	\$14,079	\$16,291	
53			TOTAL PERSONNEL SERVICES	\$80,175	\$94,469	\$68,671	\$25,926	\$94,597	\$103,944	

	A	B	C	K	L	M	N	O	P	Q
1		POLICE								
2				Actuals	BUDGET	Actuals	4th Qtr	EOY	BUDGET	
3		Acct #	Account Name	18/19	19/20	6-30-20	Estimate	19/20	20/21	
4			PERSONNEL							
5		9071	FT SALARIES	\$48,925	\$171,500	\$82,827	\$45,576	\$128,403	\$225,000	
6		9072	PT SALARIES	\$25,227	\$22,000	\$27,010	\$9,000	\$36,010	\$25,000	
7			TOTAL SALARIES	\$74,153	\$193,500	\$109,837	\$54,576	\$164,413	\$250,000	
8		9070	Hwy Safety Salary Grant	\$0	\$0	\$0	\$0	\$0	\$0	
9		9073	OVERTIME	\$916	\$3,000	\$1,303	\$1,000	\$2,303	\$3,000	
10			Total Salaries + OT + Grant	\$75,069	\$196,500	\$111,140	\$55,576	\$166,716	\$253,000	
11		9062	PAYROLL TAXES	\$6,020	\$15,600	\$8,251	\$4,252	\$13,337	\$20,240	
12		9081	PENSION EXPENSE	\$1,397	\$6,000	\$618	\$927	\$1,545	\$6,750	
13		9032	INSURANCE - EMPLOYEE	\$8,865	\$53,158	\$22,489	\$9,154	\$31,643	\$85,871	
14			TOTAL PERSONNEL SERVICES	\$91,351	\$271,258	\$142,499	\$69,909	\$213,242	\$365,861	
16			OPERATING EXPENSES							
17		9015	Dues Memberships	\$255	\$200	\$125	\$75	\$200	\$200	
18		9040	Meetings	\$0	\$200	\$66	\$134	\$200	\$200	
19		9083	Training	\$2,394	\$13,000	\$2,378	\$4,000	\$6,378	\$9,000	
20		9079	Postage	\$120	\$275	\$176	\$100	\$276	\$275	
21		9028	Gas and Oil	\$2,606	\$10,100	\$3,073	\$1,700	\$4,773	\$10,000	
22		9045	MISCELLANEOUS	\$59,867	\$2,500	\$47,478	\$0	\$47,478	\$2,500	
23		9050	Repairs and Maint. Equipment	\$1,922	\$2,500	\$1,726	\$750	\$2,476	\$2,500	
24		9051	Repairs and Maint. Vehicles	\$3,358	\$4,500	\$3,006	\$1,400	\$4,406	\$4,500	
25		9052	Repairs & Maint. Buildings	\$1,601	\$3,000	\$1,765	\$1,235	\$3,000	\$3,000	
26		9055	Computer Tech Support	\$1,750	\$2,000	\$1,617	\$3,500	\$5,117	\$4,500	
27		9077	Supplies	\$1,276	\$2,000	\$6,804	\$0	\$6,804	\$2,000	
28		9078	Ammunition & Supplies	\$0	\$3,000	\$2,523	\$0	\$2,523	\$2,500	
29		9080	Telephone	\$4,421	\$4,450	\$3,598	\$852	\$4,450	\$4,650	
30		9082	Utilities	\$6,748	\$7,000	\$5,735	\$1,433	\$7,168	\$7,500	
31		9084	Employee Tuition Reimbursement		\$0	\$1,087	\$3,000	\$4,087	\$10,000	
32		9085	Uniforms	\$889	\$3,000	\$524	\$0	\$524	\$2,000	
33			TOTAL OPERATING EXPENSES	\$87,206	\$57,725	\$81,680	\$18,179	\$99,858	\$65,325	
34			TOTAL PERS. & OPER. EXPENSES	\$178,557	\$328,983	\$224,178	\$88,088	\$313,101	\$431,186	
36			CAPITAL OUTLAY							
37		9018	Equipment & Vehicles	\$28,504	\$5,500	\$17,004	\$0	\$22,504	\$30,000	
38			TOTAL CAPITAL OUTLAY	\$28,504	\$5,500	\$17,004	\$0	\$22,504	\$30,000	
39			TOTAL EXPENSES - POLICE	\$207,061	\$334,483	\$241,182	\$88,088	\$335,605	\$461,186	
41			REVENUES							
42		5401	Police Grants	\$0	\$0	\$15,000	\$0	\$15,000	\$0	
43		5601	Police Misc. Income	\$0	\$500	\$10	\$10,000	\$10,010	\$0	
44			TOTAL REVENUE- POLICE	\$0	\$500	\$15,010	\$10,000	\$25,010	\$0	
45										

	A	B	C	K	L	M	N	O	P
1	STREETS								
2	REVENUES			Actuals	Budget	Actuals	4th Qtr	EOY	Budget
3		Acct #	Account Name	18/19	19/20	6-30-20	Estimate	19/20 Est	20/21
4	PERSONNEL								
5	*	9371	FULL TIME SALARIES	\$38,527	\$39,000	\$23,639	\$13,000	\$36,639	\$40,000
6	*	NEW	OT SALARIES for Exempt	\$0	\$0	\$0	\$0	\$0	\$0
7	*	9372	PART TIME SALARIES	\$14,105	\$13,000	\$12,561	\$6,300	\$18,861	\$19,000
8	*		TOTAL SALARIES	\$52,632	\$52,000	\$36,201	\$19,300	\$55,501	\$59,000
9	*	6562	PAYROLL TAXES - STREETS	\$4,142	\$4,039	\$2,818	\$1,476	\$4,295	\$4,720
10	*	8981	PENSION EXPENSE	\$1,264	\$1,600	\$613	\$399	\$1,012	\$1,770
11	*	8932	Health Insurance	\$7,089	\$7,039	\$5,894	\$1,964	\$7,858	\$9,973
12			TOTAL PERSONNEL SERVICES	\$65,127	\$64,678	\$45,526	\$23,139	\$68,666	\$75,463
13									
14	OPERATING EXPENSES								
15		6070	Dues and Subscriptions			\$60	\$200	\$260	\$300
16	*	6090	ENGINEERS - STREETS	\$17,049	\$42,000	\$8,505	\$50,000	\$58,505	\$55,000
19		6097	JEO involvement 156th Street Project	\$3,714	\$20,000	\$25,035	\$8,400	\$33,435	\$35,000
20	*	6199	JEO design 156th Street Mill & Overlay		\$0	\$0	\$0	\$0	\$0
21		6140	LEGAL	\$2,685		\$15,089	\$7,000	\$22,089	\$7,000
22		6147	156th Street Improvement	\$871	\$0	\$92	\$0	\$92	\$0
23	*	6150	Misc	\$0	\$2,500	\$50	\$2,550	\$2,599	\$2,500
24		6502	Molley St. Mill & Overlay		\$0		\$0	\$0	\$0
25	*	8950	REPAIRS & MAINTENANCE	\$13,134	\$15,000	\$4,864	\$5,000	\$9,864	\$12,000
26	*	6218	SIGNS - STREETS	\$676	\$2,500	\$145	\$1,000	\$1,145	\$2,500
27	*	6255	SNOW REMOVAL	\$51,450	\$60,000	\$35,672	\$0	\$35,672	\$60,000
28	*	6270	STREET LIGHTING	\$53,439	\$60,000	\$42,587	\$18,000	\$60,587	\$61,000
29		8900	Park and Recreation Other		\$0	\$219	\$0	\$219	\$0
30		8980	Park and Recreation Other Charged to Streets	\$4,253	\$0	\$0	\$0	\$0	\$0
31	*	8928	GAS & OIL - STREETS	\$3,554	\$3,500	\$1,264	\$850	\$2,114	\$3,500
32	*	8935	Mileage	\$549	\$600	\$701	\$100	\$801	\$850
33	*	8980	Telephone	\$537	\$800	\$781	\$400	\$1,181	\$1,250
34	*	8982	Utilities	\$1,676	\$2,200	\$2,242	\$500	\$2,742	\$2,800

STREETS

9/9/2020

	A	B	C	K	L	M	N	O	P
1	STREETS								
2	REVENUES			Actuals	Budget	Actuals	4th Qtr	EOY	Budget
3		Acct #	Account Name	18/19	19/20	6-30-20	Estimate	19/20 Est	20/21
35	*	8978	Supplies	\$4,436	\$4,000	\$4,303	\$600	\$4,903	\$5,000
36			TOTAL OPERATING EXPENSES	\$158,021	\$216,100	\$216,609	\$94,600	\$236,209	\$248,700
37									
38			TOTAL NON-CAPITAL EXPENSES	\$223,148	\$280,778	\$262,135	\$117,739	\$304,874	\$324,163
39									
40	CAPITAL OUTLAY								
41	*	8918	CAPITAL OUTLAY - EQUIPMENT	\$3,413	\$30,000	\$11,789	\$18,211	\$30,000	\$22,500
42	*	6110	Street Repair	\$221,288	\$225,000	\$242,568	\$30,000	\$272,568	\$260,000
43		6256	156th St Project	\$88,188	\$800,000	\$457,223	\$90,000	\$547,223	\$1,321,069
44		6266	Logemann Parking Lot Improvement		\$95,000	\$98,240	\$10,000	\$108,240	\$0
45	6095 Benn Park West 26% & Prairie Hollow 50%			\$0					
46			TOTAL CAPITAL OUTLAY	\$312,889	\$1,150,000	\$809,820	\$148,211	\$958,031	\$1,603,569
47	TOTAL EXPENDITURES			\$536,037	\$1,430,778	\$1,071,955	\$265,950	\$1,262,905	\$1,927,731
48			Transfer to Bond Fund (Special Ass)	\$0	\$0	\$0	\$0	\$0	\$0
50			Transfer to Bond (Mill & Overlay)	\$0	\$0	\$0	\$0	\$0	\$0
51			Transfer to General Fund for excess in spec asses	\$0	\$0	\$0	\$0	\$0	\$0
52			Transfer to Construction Fund	\$0	\$0	\$0	\$0	\$0	\$0
53	TOTAL TRANSFERS OUT			\$0	\$0	\$0	\$0	\$0	\$0
54									
55	TOTAL EXPENSES - STREETS			\$536,037	\$1,430,778	\$1,071,955	\$265,950	\$1,262,905	\$1,927,731
56	REVENUES								
57		5008	Motor Vehicle Fees (was 5102 Gen'l Fund)	\$15,721	\$12,500	\$13,289	\$3,000	\$16,289	\$13,000
58		5011	Motor Vehicle Sales Tax	\$72,132	\$0	\$5,412	\$0	\$5,412	\$0
59		5020	Special Assessments	\$286	\$0	\$0	\$0	\$0	\$0
60		5120	Highway Allocation	\$181,657	\$175,367	\$135,176	\$45,058	\$180,234	\$181,563
61		5122	Incentive Payment		\$3,000	\$0	\$0	\$0	\$0
62		5121	Motor Vehicle Sales Tax	\$70,249	\$72,500	\$56,114	\$18,704	\$74,818	\$70,000
63		5207	ASIP Fees	\$0	\$0	\$6,523	\$4,000	\$10,523	\$40,000
64		5302	Interest	\$0	\$0	\$0	\$0	\$0	\$0
65		5411	Grant - 156th St. Project	\$0	\$0	\$0	\$0	\$0	\$0

STREETS

9/9/2020

	A	B	C	K	L	M	N	O	P
1	STREETS								
2	REVENUES			Actuals	Budget	Actuals	4th Qtr	EOY	Budget
3		Acct #	Account Name	18/19	19/20	6-30-20	Estimate	19/20 Est	20/21
66		5600	NDOR Grant for Tim Ohrt culvert	\$0	\$0	\$0	\$0	\$0	\$0
67	*	5605	Misc Income Parks & Streets	\$0	\$0	\$427,704	\$49,000	\$476,704	\$0
68		5503	Bond Ant. Notes-2008 (156th Street)	\$0	\$0	\$0	\$0	\$0	\$0
69		5502	Bond Proceeds 2017 Molley St BANS	\$0	\$0	\$0	\$0	\$0	\$0
70		5505	Bond Proceeds 2018 Benn Park West 26%	\$100,031	\$0	\$0	\$0	\$0	\$0
71	TOTAL REVENUE - STREETS			\$440,075	\$263,367	\$644,218	\$119,762	\$763,980	\$304,563
72									
73			Transfers In - Keno Fund for Logemann Park	\$0	\$0	\$0	\$0	\$0	\$0
74			Transfers In - from Gen Fund (hiway alloc match(51	\$0	\$0	\$0	\$0	\$0	\$0
75			Transfer in - from General Fund-excess of unrestrict	\$0	\$0	\$0	\$0	\$0	\$0
76			Transfer in -from General Fund - blnc out restricted	\$0	\$0	\$0	\$0	\$0	\$0
77			Total Transfer In's	\$0	\$0	\$0	\$0	\$0	\$0
78			TOTAL STREET REV INCLUDE TRANSFERS	\$440,075	\$263,367	\$644,218	\$119,762	\$763,980	\$304,563
79									

	B	C	K	L	M	N	O	P	Q	R	S
1	LIBRARY										
2											
3	Acct #	Account Name	Actuals	Budget	Actuals	4th Qtr	EOY 19/20	Budget			
4		PERSONNEL	18/19	19/20	6-30-20	Estimate	Estimate	20/21			
5	9241	SALARIES - Full-Time	\$44,293	\$45,584	\$34,087	\$12,273	\$46,360	\$46,041			
6	NEW	OT SALARIES for Exempt	\$77	\$0	\$0	\$0	\$0	\$0			
7	9242	SALARIES - Part-Time	\$35,954	\$52,523	\$26,999	\$13,853	\$40,852	\$53,043			
8		Total Salaries	\$80,324	\$98,107	\$61,086	\$26,126	\$87,212	\$99,084			
9	9262	PAYROLL TAXES	\$6,275	\$7,849	\$4,866	\$1,999	\$6,864	\$7,927			
10	9281	PENSION EXPENSE	\$2,068	\$2,100	\$1,615	\$600	\$2,215	\$2,973			
11	9285	INSURANCE - EMPLOYEE	\$10,829	\$14,079	\$9,392	\$3,720	\$13,112	\$16,793			
12		TOTAL PERSONNEL SERVICES	\$99,495	\$122,135	\$76,958	\$32,445	\$109,403	\$126,776			
14		OPERATING EXPENSES					\$0				
15	9205	Print Materials	\$16,584	\$15,750	\$11,834	\$3,916	\$15,750	\$15,750			
16	9210	Dues Memberships	\$470	\$400	\$177	\$210	\$387	\$450			
17	9215	Equipment	\$1,722	\$5,000	\$1,032	\$3,040	\$4,072	\$3,600			
18	9220	Subscriptions (Electronic Materials)	\$4,778	\$5,000	\$1,015	\$3,985	\$5,000	\$5,000			
19	9225	Housekeeping	\$1,417	\$3,640	\$1,815	\$3,950	\$5,765	\$5,900			
20	9230	Office and Postage	\$500	\$600	\$200	\$200	\$400	\$2,060			
21	9235	Repairs and Maint.	\$888	\$1,000	\$1,727	\$200	\$1,927	\$2,200			
22	9245	Reading Program	\$5,012	\$3,500	\$1,643	\$4,450	\$6,093	\$7,000			
23	9250	Supplies	\$1,850	\$3,000	\$1,414	\$2,105	\$3,519	\$4,100			
24	9255	Telephone	\$899	\$1,000	\$520	\$300	\$820	\$900			
25	9260	Utilities	\$3,554	\$4,500	\$2,288	\$800	\$3,088	\$4,500			
26	9265	Travel/Mileage	\$544	\$700	\$242	\$100	\$342	\$600			
27	9270	Cont. Educ. / Workshops	\$705	\$1,000	\$52	\$400	\$452	\$1,000			
28	NEW	Employee Tuition Reimbursement						\$5,000			
29	9275	Electronic Access (Computer/Technology)	\$6,621	\$7,150	\$2,660	\$2,324	\$4,984	\$8,000			
30		TOTAL OPERATING EXPENSES	\$45,545	\$52,240	\$26,621	\$25,980	\$52,601	\$66,060			
32		TOTAL NON-CAPITAL EXPENSES	\$145,040	\$174,375	\$103,579	\$58,425	\$162,003	\$192,836			
34		CAPITAL OUTLAY									
35		CAPITAL OUTLAY INFRASTRUCTURE	\$0	\$0	\$0	\$0	\$0	\$0			
36		TOTAL CAPITAL OUTLAY	\$0	\$0	\$0	\$0	\$0	\$0			
38		TOTAL EXPENSES - GENERAL	\$145,040	\$174,375	\$103,579	\$58,425	\$162,003	\$192,836			
39	REVENUES										
40	5106	Library - Douglas County	\$57,259	\$55,000	\$24,166	\$27,481	\$51,647	\$50,000			
41	5112	Library State Aid	\$0	\$0	\$0	\$0	\$0	\$0			
42	5202	Library Fines and Copy Fees	\$907	\$500	\$431	\$0	\$431	\$500			
43	5203	Library Book Replacement	\$632	\$400	\$375	\$100	\$475	\$400			
44	5201	Non DC Resident Charge	\$180	\$250	\$90	\$0	\$90	\$120			
45	5403	Grants/Contrib/Donations-Library	\$1,522	\$0	\$637	\$3,200	\$3,837	\$4,000			
46	5410	Library Grants	\$0	\$0	\$0	\$2,300	\$2,300	\$0			
48		TOTAL REVENUE-LIBRARY	\$60,501	\$56,150	\$25,699	\$33,081	\$58,780	\$55,020			

	A	B	C	K	L	M	N	O	P
1		Parks							
2		EXPENDITURES		Actuals	Budget	Actuals	4th Qtr	EOY 19/20	Budget
3		Acct #	Account Name	18/19	19/20	6-30-20	Est	Est	20/21
4		PERSONNEL							
5		8971	Salaries Full-Time	\$40,160	\$52,788	\$23,400	11,700	\$35,100	\$55,000
6		New	OT Salaries for Exempt	\$0	\$0	\$0	0	\$0	\$0
7		8973	Part-time Overtime	\$135	\$500	\$0	0	\$0	\$0
8		8974	Full-time Overtime		\$750	\$0	0	\$0	\$0
9		8972	Salaries Part-time	\$13,744	\$12,000	\$16,561	8,300	\$24,861	\$25,000
10			Total Salaries	\$54,039	\$66,038	\$39,961	\$20,000	\$59,961	\$80,000
11		8962	Payroll Taxes	\$4,818	\$5,147	\$3,709	1,530	\$5,239	\$6,400
12		8981	Pension	\$1,272	\$1,900	\$647	\$600	\$1,799	\$2,400
13		8932	Insurance	\$6,931	\$7,039	\$5,751	\$1,917	\$7,668	\$9,973
14			TOTAL PERSONNEL	\$67,059	\$80,124	\$50,068	\$24,047	\$74,667	\$98,773
15									
16		OPERATING EXPENSES							
17		8918	Equipment	\$12,324	\$30,000	\$15,293	14,717	\$30,010	\$22,500
18		6095	Engineering Logeman Park/Doug Nelson	-	\$10,000	\$0	0	\$0	\$0
19		6198	Engineering-Swimming Pool	\$0	\$0	\$0	0	\$0	\$0
20		NEW	*Public Works Building	\$0	\$10,000	\$0	0	\$0	\$10,000
21		8928	Gas and Oil	\$2,573	\$3,000	\$1,301	450	\$1,751	\$3,000
22		8935	Mileage	\$422	\$600	\$605	250	\$855	\$900
23		8950	Repairs and Maintenance	\$76,776	\$35,000	\$36,993	3,000	\$39,993	\$30,000
24		8951	Rprs & Mntnce of City Buildings		\$0	\$0	0	\$0	\$0
25		8952	Training	\$1,022	\$1,500	\$857	200	\$1,057	\$1,500
26		8954	Restroom Rental	\$1,575	\$1,800	\$250	1,000	\$1,250	\$1,800

	A	B	C	K	L	M	N	O	P
1		Parks							
2		EXPENDITURES		Actuals	Budget	Actuals	4th Qtr	EOY 19/20	Budget
3		Acct #	Account Name	18/19	19/20	6-30-20	Est	Est	20/21
27		8978	Supplies	\$6,858	\$7,000	\$5,176	2,000	\$7,176	\$7,500
28		8980	Telephone	\$698	\$800	\$862	400	\$1,262	\$1,300
29		8982	Utilities	\$4,238	\$6,000	\$4,097	2000	\$6,097	\$6,200
30		8985	Ballfield & Trail Lights	\$2,871	\$5,000	\$1,694	800	\$2,494	\$5,500
31		NEW	Employee Tuition Reimbursement						\$5,000
32		8900	Other	\$5,742	\$15,000	\$930	1000	\$1,930	\$15,000
33			TOTAL OPERATING EXPENSES	\$115,098	\$125,700	\$68,059	\$25,817	\$93,876	\$110,200
34									
35									
36			TOTAL PARK AND REC EXPENSES	\$182,158	\$205,824	\$118,128	\$49,864	\$168,544	\$208,970
37									
38		REVENUES							
39									
40		5605	Misc Park and Streets Revenue	\$0	\$0	\$11,296	\$0	\$11,296	\$17,500
41									
42			TOTAL REVENUE PARKS	\$0	\$0	\$11,296	\$0	\$11,296	\$17,500
43									

	C	K	L	M	N	O	P	Q	R	S	T	U
1	DEBT SERVICE FUND											
2	(Total Bonded Debt = \$)	Actuals	Budget	Actuals	4th Qtr	EOY19/20	Budget					
3	Account Name	18/19	19/20	6/30/2020	Estimate	Estimate	20/21					
4	INTEREST											
5	Collection Fees-DC	\$3,456	\$2,500	\$2,091	\$641	\$2,732	\$2,500					
6	INTEREST - 2004 bonds (5-18-04)	\$0	\$0	\$0	\$0	\$0	\$0					
7	INTEREST- GOVP 2008 Bond (1-15-08)	\$0	\$0	\$0	\$0	\$0	\$0					
8	INTEREST - (\$1.8M Refinanced) (3-15-10)	\$0	\$0	\$0	\$0	\$0	\$0					
9	2007 Bond Interest (11-13-07)(10-2-07)	\$0	\$0	\$0	\$0	\$0	\$0					
10	Interest on 2017 Molley Sewer Project Bond (formerly BAN)	\$19,066	\$18,520	\$18,250	\$0	\$18,250	\$17,700	Will be transferred to Sewer per KDV				
11	Interest on 2018 Benn Park West 5 & PRAIRIE HOLLOW			\$0	\$0	\$0	\$0					
12	Interest on 2020 156TH Street Bond (City's 20% share)		\$12,000	\$0	\$11,244	\$11,244	\$33,733	Estimate for Prairie Hollow Sewer & Street Infrastructure Bond \$ 150K				
13	INTEREST - 2009 Refunding Bonds (SID 387) (9-16-09)	\$0	\$0	\$0	\$0	\$0	\$0					
14	Interest-refunding bond (12/18/12)	\$34,468	\$34,093	\$19,850	\$0	\$19,850	\$0					
15	Interest on new 7-15-13 Bond replacing 10-2-07 bond	\$0	\$0	\$0	\$0	\$0	\$0					
16	Interest on new 7-15-13 Bond replacing 1-15-08 bond	\$628	\$233	\$233	\$0	\$233	\$0					
17	Interest on new 3-17-15 Bond replacing 3-15-10 & 9-16-09	\$39,853	\$37,553	\$19,426	\$18,126	\$37,553	\$34,276					
18	Interest on new 4-15-20 Bond replacing 12-18-12 ref. bond		\$0	\$0	\$7,088	\$7,088	\$17,010					
19	BOND ISSUANCE COST	\$0	\$3,000	\$0	\$3,000	\$3,000	\$7,000					
20	Interest on new 2/15/19 Highway Allocation Bond (BP)	\$6,153	\$10,547	\$5,276	\$5,274	\$10,550	\$10,060					
21	Interest and Fees Subtotal	\$103,622	\$118,445	\$65,125	\$45,373	\$110,498	\$122,279					
22												
23												
24	BOND FEES BENN PARK WEST 5 & PRAIRIE HOLLOW		\$5,250	\$0	\$5,250	\$5,250	\$0					
25	Fees on 2020 156TH Street Bond (City's 20% share)		\$15,000	\$0	\$0	\$0	\$0					
26	Bonds 2007 Series (10-2-07 & 11-13-07)		\$0	\$0	\$0	\$0	\$0					
27	2017 Molley St/Swr BOND (FORMERLY BAN)	\$40,000	\$40,000	\$40,000	\$0	\$40,000	\$40,000	Will be transferred to Sewer per KDV				
28	GOVP 2004 Series (5-18-04)		\$0	\$0	\$0	\$0	\$0					
29	GOVP 2010 Series - (3-15-10)		\$0	\$0	\$0	\$0	\$0					
30	2009 Refunding Bonds (SID 387) (9-16-09)		\$0	\$0	\$0	\$0	\$0					
31	2012 Refunding Bonds (12-18-12)(done 2028)	\$25,000	\$25,000	\$1,245,000	\$0	\$1,245,000	\$0					
32	Highway alloc bond-7-15-13 replacing 10-2-07 bond (done 2017)			\$0	\$0	\$0	\$0					
33	New GOVP 7-15-13 to replace 1-15-08 bond (done 2020)	\$25,000	\$30,000	\$30,000	\$0	\$30,000	\$0					
34	New 3-17-15 bond replace 3-15-10 & 9-16-09 (done 2030)	\$200,000	\$200,000	\$200,000	\$0	\$200,000	\$255,000					
35	GOVP 2008 Series-156th & Trail (1-15-08)		\$0	\$0	\$0	\$0	\$0					
36	GOVP 2011 Series -Mill & Overlay 156th 2-17-11 Bond		\$0	\$0	\$0	\$0	\$0					
37	2019 Benn Park West 5 Development & PRAIRIE HOLLOW Bond		\$25,000	\$0	\$25,000	\$25,000	\$25,000					
38	2020 156TH Street Bond (City's 20% share)		\$55,000	\$0	\$0	\$0	\$25,000					
39	2019 4-15-20 Refunding bond replacing (12-18-12)		\$0	\$0	\$0	\$0	\$30,000					
40	Bond and Note Retirement	\$290,000	\$395,250	\$1,515,000	\$30,250	\$1,545,250	\$375,000					
41												
42	TOTAL EXPENDITURES	\$393,622	\$513,695	\$1,580,125	\$75,623	\$1,655,748	\$497,279					
43	Transfers Out											
44	Grand Totals	\$393,622	\$513,695	\$1,580,125	\$75,623	\$1,655,748	\$497,279					
45												
46												
47												
48												
49	Property Taxes	\$331,785	\$413,411	\$212,835	\$200,576	\$413,411	\$442,859					
50	Homestead Exemption	\$14,868	\$0	\$6,884	-\$6,884	\$0	\$0					
51	Motor Vehicle Fees	\$825	\$730	\$691	\$39	\$730	\$750					
52	In Lieu of Tax	\$10,175	\$9,500	\$10,681	\$500	\$11,181	\$11,500					
53	Special Assessments	\$2,646	\$0	\$0	\$0	\$0	\$0					
54	Property Tax Credit	\$10,839	\$0	\$7,744	\$1,500	\$9,244	\$0					
55	Interest on Special Assessments	\$0	\$0	\$0	\$0	\$0	\$0					
56	Bond Proceeds (1.8 M refinancing)	\$0	\$0	\$2,652,784	\$0	\$2,652,784	\$0					
57	Bond Proceeds	\$0	\$0	\$0	\$0	\$0	\$0					
58	Bond Proceeds Molley St/Swr & Ballfield Swr replacement bonds	\$0	\$0	\$0	\$0	\$0	\$0					

BOND FUND

9/9/2020

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	C	K	L	M	N	O	P	Q	R	S	T	U
1	DEBT SERVICE FUND											
2	(Total Bonded Debt = \$)	Actuals	Budget	Actuals	4th Qtr	EOY19/20	Budget					
3	Account Name	18/19	19/20	6/30/2020	Estimate	Estimate	20/21					
59	TOTAL REVENUES	\$371,137	\$423,641	\$2,891,619	\$195,731	\$3,087,350	\$455,109					
60	Transfers in-Construction fund	\$0	\$0	\$0	\$0	\$0	\$0					
61	Transfers In from General Fund (princ & Int pay)	\$0	\$0	\$0	\$0	\$0	\$0					
62	Transfers In from Street Fund (Spec Assess)	\$0	\$0	\$0	\$0	\$0	\$0					
63	Transfer in from Street fund (M&O)	\$0	\$0	\$0	\$0	\$0	\$0					
64	Transfer in from Street fund (Special Assess)	\$0	\$0	\$0	\$0	\$0	\$0					
65	Total Transfers In	\$0	\$0	\$0	\$0	\$0	\$0					
66	Revenue Grand Totals	\$371,137	\$423,641	\$2,891,619	\$195,731	\$3,087,350	\$455,109					
67												
68												

	A	B	C	K	L	M	N	O	P	Q	R	S
1	KENO FUND											
2	EXPENDITURES			Actuals	Budget	Actuals	4th Qtr	EOY	Budget			
3		Acct #	Account Name	18/19	19/20	6-30-20	Estimate	19/20	20/21			
4		7802	Keno License(semi-annual)	\$0	\$100	\$0	\$100	\$100	\$0			
5		7806	Lottery Tax	\$0	\$0	\$0	\$0	\$0	\$0			
6		7810	Keno Projects - Community Improvements	\$0	\$0	\$0	\$0	\$0	\$0			
7			TOTAL EXPENDITURES	\$0	\$100	\$0	\$100	\$100	\$0			
8			Transfer out (to Parkland for Bridge???)	\$0	\$95,000	\$0	\$0	\$0	\$0			
9			TOTAL TRANSFER OUT	\$0	\$95,000	\$0	\$0	\$0	\$0			
10												
11												
12												
13	REVENUES											
14		5600	Other Income	\$0	\$0	\$0	\$0	\$0	\$0			
15		5602	Keno Proceeds	\$37,618	\$35,000	\$32,434	\$6,000	\$38,434	\$30,000			
16		5302	Interest	\$1,191	\$300	\$945	\$315	\$1,260	\$1,000			
17		5604	Unclaimed Prizes	\$0	\$0	\$0	\$0	\$0	\$0			
18			TOTAL REVENUE	\$38,809	\$35,300	\$33,379	\$6,315	\$39,694	\$31,000			
19			Transfers In									
20			Grand Total	\$38,809	\$35,300	\$33,379	\$6,315	\$39,694	\$31,000			
21												
22												
23			SURPLUS / -DEFICIT	\$38,809	\$35,200	\$33,379	\$6,215	\$39,594	\$31,000			

	A	B	C	K	L	M	N	O	P	Q	R	S	T
1	PARKLAND IMPROVEMENT FUND												
2				Actuals	Budget	Actuals	4th Quarter	EOY 19/20	Budget				
3	Acct #	Account Name		18/19	19/20	6-30-20	Est	Est	20/21				
4	EXPENDITURES												
5	6090	Engineering-JEO		\$0	\$0	\$0	\$0	\$0	\$0	\$300K Neumeyer Land Purchase.			
6	6265	Trail & Bridge-expenses -Cities 20% - Eng & Construction		\$0	\$0	\$0	\$0	\$0	\$0				
7	6266	Logemann Park		\$0	\$0	\$0	\$0	\$0	\$0	\$150K Neumeyer Land dirt work			
8	8978	supplies		\$0	\$0	\$0	\$0	\$0	\$0				
9	New #	Neumeyer Property Purchase - 46 Acres & Dirtwork		\$0	\$0	\$0	\$300,000	\$300,000	\$150,000				
10	TOTAL EXPENSES			\$0	\$0	\$0	\$300,000	\$300,000	\$150,000				
11													
12										\$97,016.28 Park fee Kempton Creek			
13													
14	REVENUES												
15	5302	Interest		\$245	\$200	\$740	\$246	\$986	\$986				
16	5205	Public Hearing Fees		\$0	\$0	\$0	\$97,016	\$97,016	\$114,916	Newport Vista's			
17	5308	Rent		\$0	\$0	\$0	\$0	\$0	\$0				
18	5412	Federal Grant for Bridge		\$0	\$0	\$0	\$0	\$0	\$0				
19	5402	Donations		\$0	\$0	\$0	\$0	\$0	\$0				
20	5412	NRD grant for Bridge		\$0	\$0	\$0	\$0	\$0	\$0				
21	5605	Parks/Streets Misc. Income		\$30,821	\$0	\$0	\$0	\$0	\$0				
22		SUBTOTAL		\$31,066	\$200	\$740	\$97,262	\$98,002	\$115,902				
23													
24		Transfers from Keno Fund for Bridge		0	\$0	0	\$0	\$0	\$0				
25		Transfer from Gen'l to Park to eliminate credit balance		0	\$0	0	\$0	\$0	\$0				
26	TOTAL REVENUE			\$31,066	\$200	\$740	\$97,262	\$98,002	\$115,902				
27													
28		Surplus / -Deficit		\$31,066	\$200	\$740	-\$202,738	-\$201,998	-\$34,098				
29													

	A	B	C	K	L	M	N	O	P	Q	R	S
1		LIBRARY EXPANSION										
2				Actuals	Budget	Actuals	4th Qtr	EOY	Budget	Potential landscaping and monument sign pending 156th Street Project.		
3		Acct #	Account Name	18/19	19/20	6-30-20	Estimate	19/20	20/21			
4		EXPENDITURES										
5		7900	Library Expansion Expenses	\$207,050	\$10,000	\$11,593	\$0	\$11,593	\$21,000			
6		6150	Misc	\$0	\$0	\$0	\$0	\$0	\$0			
7												
8		TOTAL EXPENSES		\$207,050	\$10,000	\$11,593	\$0	\$11,593	\$21,000			
9												
10												
11												
12		REVENUES										
13		5608	Library Expansion Income	\$50,000	\$0	\$0	\$0	\$0	\$0	Annual State Aid		
14		5302	Interest	\$53	\$55	\$19	\$19	\$38	\$38			
15		5402	Donations	\$0	\$0	\$1,670	\$0	\$0	\$1,670			
16		5403	Grants & Contributions	\$0	\$0	\$0	\$0	\$0	\$0			
17												
18												
19		Transfers In										
20			From General Fund	163500								
21												
22		TOTAL REVENUE		\$213,553	\$55	\$1,689	\$19	\$38	\$1,708			
23												
24			Surplus / -Deficit	\$6,504	-\$9,945	-\$9,904	\$19	-\$11,555	-\$19,292			

	A	B	C	L	M	N	O	P	Q	R
1	FIDUCIARY FUND									
2				Actuals	Budget	Actuals	4th Qtr	EOY	Budget	
3		Acct #	Account Name	18/19	19/20	6-30-19	Estimate	19/20	20/21	
4		INCOME								
5										
6		5607	TIF INCOME	\$363,313	\$275,000	\$230,965	\$170,000	\$400,965	\$400,000	
7			TOTAL REVENUE	\$363,313	\$275,000	\$230,965	\$170,000	\$400,965	\$400,000	
8										
9		EXPENSE								
10		6017	TIF BOND INTEREST PAYMENTS	\$341,734	\$275,000	\$406,322	\$0	\$406,322	\$400,000	
11			TOTAL EXPENSE	\$341,734	\$275,000	\$406,322	\$0	\$406,322	\$400,000	
12										
13										
14										
15										
16			BALANCE	\$21,579	\$0	-\$175,358	\$170,000	-\$5,358	\$0	
17										

	A	B	C	O	Q	R	S	T	U	V	W	X
1	SEWER REPLACEMENT FUND											
2												
3	EXPENDITURES			Actuals	Budget	Actuals	4th Qtr	EOY	Budget			
4		Acct #	Account Name	18/19	19/20	6/30/20	Estimate	19/20	20/21			
5		6110	Repairs and Maintenance	\$3,996	\$2,000	\$1,363	\$637	\$2,000	\$2,000			
6												
7		6090	Engineering	\$0	\$5,000	\$0	\$5,000	\$5,000	\$5,000			
8		6210	Sewer Connects-paymnts to SID's & Omaha	\$25,114	\$30,000	\$28,801	\$1,199	\$30,000	\$35,000			
9		6215	Sewer City of Omaha	\$247,606	\$225,000	\$91,648	\$133,352	\$225,000	\$235,000			
10		6220	People Services	\$13,770	\$14,520	\$10,575	\$3,945	\$14,520	\$13,000			
11		6250	Locates	\$519	\$450	\$676	\$225	\$901	\$725			
12		6503	Captl Improv Molley Sewer Project		\$0	\$0	\$0	\$0	\$0			
13		6504	Capt Improv Ball Field Swr Improv	\$0	\$0	\$0	\$0	\$0	\$0			
14		6095	Captl Improv Benn Park West 74% & Prairie Hollow 50%	\$384,000	\$0	\$75,000	\$0	\$75,000	\$0			
15		6096	Captl Improv Lockbox (1/3 of total)		\$0		\$0	\$0	\$0			
16			Transfer from Sewer to Gen'l	\$0	\$58,250			\$0				
17		TOTAL EXPENDITURES		\$675,006	\$335,220	\$208,063	\$144,358	\$352,421	\$290,725			
18												
19												
20												
21												
22	REVENUES											
23		5012	In Lieu Of Tax	\$14,701	\$0	\$0	\$0	\$0	\$0			
24		5208	Sewer use fees (from customers)	\$366,709	\$355,000	\$294,837	\$60,163	\$355,000	\$365,000			
25		5206	Connection fees	\$25,401	\$35,000	\$47,488	\$10,000	\$57,488	\$65,000			
26		5503	Bnd Prcds 2017 Molley St/Bfield Swr Proj	\$0	\$0	\$0	\$0	\$0	\$0			
27		5504	Bnd Prcds 2018 Ball Field Swr Improv	\$0	\$0	\$0	\$0	\$0	\$0			
28		5505	Bnd Prods 2018 Benn Park West 74%	\$284,704	\$0	\$0	\$0	\$0	\$0			
29												
30			Total Revenues	\$691,515	\$390,000	\$342,324	\$70,163	\$412,488	\$430,000			
31			Transfer In from General Fund									
32												
33												
34												

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
				GENERAL	STREET FUND	BOND FUND	KENO FUND	PARKLAND	LIB EXPAN	SEWER	FIDUCIARY		ALL FUNDS		ALL FUNDS-NO FIDUC
69	2018/2019 Actuals														
70	Cash Balance Beginning Yr.		10/1/2018	\$1,514,211	-\$234,815	\$104,170	\$329,908	\$48,464	\$26,508	\$226,612	\$153,779		\$2,168,836		\$2,015,057
71	Revenues-estimate		FY 18/19	\$1,725,005	\$440,075	\$371,137	\$38,809	\$31,066	\$50,053	\$691,515	\$363,313		\$3,710,973		\$3,347,661
72	Transfers In		FY 18/19	\$0	\$0	\$0	\$0		\$163,500	0	\$0		\$163,500		\$163,500
73	Expenditures-estimated		FY 18/19	\$1,034,726	\$536,037	\$393,622	\$0	\$0	\$207,050	\$675,006	\$341,734		\$3,188,175		\$2,846,441
74	Transfers Out		FY 18/19	\$163,500	\$0	\$0	\$0			\$0	\$0		\$163,500		\$163,500
75	Cash Balance - Yr End		9/30/2019(EST)	\$2,040,990	-\$330,777	\$81,685	\$368,717	\$79,530	\$33,012	\$243,121	\$175,358		\$2,691,635		\$2,516,277
76															
80	Net budget			\$409,549	-\$330,777	\$196	\$0	\$79,530	\$0	\$10,703	\$0		\$2,855,135		\$2,679,777
81															
82	2019/2020 estimated			GENERAL	STREET FUND	BOND FUND	KENO FUND	PARKLAND	LIB EXPAN	SEWER	FIDUCIARY		ALL FUNDS		ALL FUNDS-NO FIDUC
83	Cash Balance Beginning Yr.		10/1/2019	\$2,046,189	-\$330,777	\$81,489	\$368,717	\$79,530	\$33,012	\$232,418	\$175,358		\$2,685,934		\$2,510,576
84	Revenues-estimate		FY 19/20	\$1,623,775	\$763,980	\$3,087,350	\$39,694	\$98,002	\$38	\$412,488	\$400,965		\$6,426,292		\$6,025,327
85	Transfers In		FY 19/20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0		\$0
86	Expenditures-estimated		FY 19/20	\$1,211,651	\$1,262,905	\$1,655,748	\$100	\$300,000	\$11,593	\$352,421	\$406,322		\$5,200,740		\$4,794,418
87	Transfers Out		FY 19/20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0		\$0
88	Cash Balance - Yr End		9/30/2020 (EST)	\$2,458,313	-\$829,702	\$1,513,091	\$408,311	-\$122,468	\$21,456	\$292,485	\$170,000		\$3,911,485		\$3,741,485
89															
90	Net budget			\$412,124	-\$498,925	\$1,431,602	\$39,594	-\$201,998	-\$11,555	\$60,067	-\$5,358		\$1,225,551		\$1,230,909
91															
92	2020/2021 budgeted			GENERAL	STREET FUND	BOND FUND	KENO FUND	PARKLAND	LIB EXPAN	SEWER	FIDUCIARY		ALL FUNDS		ALL FUNDS-NO FIDUC
93	Cash Balance Beginning Yr.		10/1/2020	\$2,458,313	-\$829,702	\$1,513,091	\$408,311	-\$122,468	\$21,456	\$292,485	\$170,000		\$3,911,485		\$3,741,485
94	Revenues-estimate		FY 20/21	\$1,636,938	\$304,563	\$455,109	\$31,000	\$115,902	\$1,708	\$430,000	\$400,000		\$3,375,220		\$2,975,220
95	Transfers In		FY 20/21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0		\$0
96	Expenditures-estimated		FY 20/21	\$1,399,942	\$1,927,731	\$497,279	\$0	\$150,000	\$21,000	\$290,725	\$400,000		\$4,686,677		\$4,286,677
97	Transfers Out		FY 20/21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0		\$0
98	Cash Balance - Yr End		9/30/2021 (EST)	\$2,695,308	-\$2,452,871	\$1,470,921	\$439,311	-\$156,566	\$2,164	\$431,760	\$170,000		\$2,600,028		\$2,430,028
99															
100	Net budget			\$236,996	-\$1,623,168	-\$42,170	\$31,000	-\$34,098	-\$19,292	\$139,275	\$0		-\$1,311,457		-\$1,311,457

CITY OF BENNINGTON

2019-20 ESTIMATED OPERATIONS - CASH BASIS

	<u>General</u>	<u>Bond</u>	<u>Special Revenue Funds</u>		<u>Capital Projects</u>		<u>Fiduciary</u>	<u>Total</u>
			<u>Keno</u>	<u>Sewer</u>	<u>Library</u>	<u>Streets</u>	<u>TIF</u>	
Cash, investments, and interfund accounts on 10/1/19	\$ 1,794,941	\$ 81,489	\$ 368,717	\$ 232,418	\$ 33,012	\$ -	\$ 175,358	\$ 2,685,934
Property taxes	\$686,835	\$422,655						1,109,490
Sales & In lieu of taxes	846,791	11,911						858,703
Highway allocation and incentive	180,234							180,234
Charges for Services	84,743	-	\$39,694	\$412,488				536,925
Grants and other	6,242				\$38		\$400,965	407,245
Bond proceeds		\$1,261,196				\$1,391,588		2,652,784
Other receipts/revenues	204,207					476,704		680,911
Transfers from other funds	-	-	-	-	-	-	-	-
Total taxes & other revenues	<u>2,009,053</u>	<u>1,695,762</u>	<u>39,694</u>	<u>412,488</u>	<u>38</u>	<u>1,868,292</u>	<u>400,965</u>	<u>6,426,292</u>
Total available	<u>3,803,994</u>	<u>1,777,251</u>	<u>408,411</u>	<u>644,906</u>	<u>33,050</u>	<u>1,868,292</u>	<u>576,323</u>	<u>9,112,226</u>
Personnel	560,574			14,520				575,094
Operating Expenses	1,233,447		100	262,901	-			1,496,448
Capital Outlay/Major Repairs	433,312			75,000	11,593	547,223		1,067,128
Principal & Interest		\$1,597,498		58,250			406,322	2,062,070
Transfers to other funds	-	-	-	-	-	-	-	-
Total expenditures	<u>2,227,332</u>	<u>1,597,498</u>	<u>100</u>	<u>410,671</u>	<u>11,593</u>	<u>547,223</u>	<u>406,322</u>	<u>5,200,740</u>
Net revenues over expenses	<u>(218,280)</u>	<u>98,264</u>	<u>39,594</u>	<u>1,817</u>	<u>(11,555)</u>	<u>1,321,069</u>	<u>(5,358)</u>	<u>1,225,551</u>
Estimated cash, investments and interfund accounts on 9/30/20	\$ 1,576,661	\$ 179,753	\$ 408,311	\$ 234,235	\$ 21,456	\$ 1,321,069	\$ 170,000	\$ 3,911,485
2019-20 Budget Summary								
Total budgeted revenue	2,659,984	481,891	35,300	390,000	55	-	275,000	3,842,230
Total budgeted expenditures	<u>2,693,829</u>	<u>508,445</u>	<u>95,100</u>	<u>335,220</u>	<u>10,000</u>	<u>-</u>	<u>275,000</u>	<u>3,917,594</u>
Net budget adopted	<u>(33,845)</u>	<u>(26,554)</u>	<u>(59,800)</u>	<u>54,780</u>	<u>(9,945)</u>	<u>-</u>	<u>-</u>	<u>(75,364)</u>

CITY OF BENNINGTON, NEBRASKA

2020-2021 PROPOSED BUDGET SUMMARY - CASH BASIS

	<u>2020-21</u>	<u>2019-20</u>	<u>2018-19</u>	<u>2017-18</u>
Final Assessed Valuation	\$ 152,283,765	\$ 141,131,905	\$ 126,292,170	\$ 117,914,130
Taxes Assessed	\$ 1,184,767	\$ 1,098,006	\$ 982,553	\$ 917,388
Tax Rate per \$100 of valuation	\$ 0.778000	\$ 0.778000	\$ 0.778000	\$ 0.778014
Tax rate by fund:				
General fund	\$ 0.492060	\$ 0.482146	\$ 0.498743	\$ 0.498728
Bond fund	\$ 0.293720	\$ 0.295855	\$ 0.279257	\$ 0.279285

	<u>General</u>	<u>Bond</u>	<u>Special Revenue Funds</u>		<u>Capital Projects</u>		<u>Fiduciary</u>	<u>Total</u>
			<u>Keno</u>	<u>Sewer</u>	<u>Library</u>	<u>Streets</u>	<u>TIF</u>	
Estimated Cash, investments and interfund accounts on 10/1/20	\$ 1,576,661	\$ 179,753	\$ 408,311	\$ 234,235	\$ 21,456	\$ 1,321,069	\$ 170,000	\$ 3,911,485
Property taxes	741,908	442,859						1,184,767
commition to county	(7,419)	(4,429)						(11,848)
Sales & In lieu of taxes	815,000	12,250						827,250
Highway allocation and incentive	181,563							181,563
Charges for Services	83,030		31,000	430,000				544,030
Grants and donations	4,000				1,708			5,708
Bond proceeds	-	-						-
Other receipts/revenues	231,902						400,000	631,902
Transfers from other funds	-	-	-	-	-	-	-	-
Total Taxes & other revenues	<u>2,049,984</u>	<u>450,680</u>	<u>31,000</u>	<u>430,000</u>	<u>1,708</u>	<u>-</u>	<u>400,000</u>	<u>3,363,372</u>
Total available	<u>3,626,645</u>	<u>630,434</u>	<u>439,311</u>	<u>664,235</u>	<u>23,164</u>	<u>1,321,069</u>	<u>570,000</u>	<u>7,274,858</u>
Personnel	770,816			13,000				783,816
Operating Expenses	923,289		-	277,725				1,201,014
Capital Outlay/Major Repairs	462,500			-	21,000	1,321,069		1,804,569
Principal & Interest		439,579		57,700				497,279
Other expenses							400,000	400,000
Transfers to other funds	-	-	-	-	-	-	-	-
Total expenditures	<u>2,156,605</u>	<u>439,579</u>	<u>-</u>	<u>348,425</u>	<u>21,000</u>	<u>1,321,069</u>	<u>400,000</u>	<u>4,686,677</u>
Net revenues over expenses	<u>(106,621)</u>	<u>11,102</u>	<u>31,000</u>	<u>81,575</u>	<u>(19,292)</u>	<u>(1,321,069)</u>	<u>-</u>	<u>(1,323,305)</u>
Estimated cash, investments and interfund accounts on 9/30/21	\$ 1,470,041	\$ 190,855	\$ 439,311	\$ 315,810	\$ 2,164	\$ 0	\$ 170,000	\$ 2,588,180

Capital Improvements

	Current yr	2019-2020 Budget
156th St Project	547,223	800,000
156th St Engineering	33,435	20,000
Logemann Parking Lot	108,240	95,000
	-	-
	688,898	915,000

**CITY OF BENNINGTON
RESOLUTION 2020-12**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
BENNINGTON, NEBRASKA APPROVING THE PROPERTY TAX REQUEST FOR
THE FISCAL YEAR BEGINNING OCTOBER 1, 2020**

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the City Council of the City of Bennington passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request and the proposed budget for the next fiscal year; and

WHEREAS, it is in the best interests of the City of Bennington that the property tax request for the current year be a different amount than the property tax requested for the prior year; and

WHEREAS, the City of Bennington requests the new property tax rate remain the same as the levy rate from the prior year with the levy rate for the General Fund of .487188 and the Bond Fund of .290812 for a total levy rate of .778000 for the Fiscal Year 2020-2021.

NOW, THEREFORE, the City Council of the City of Bennington resolves and approves that:

1. The 2020-2021 property tax request be set at \$741,908.00 for the General Fund and \$442,859.00 for the Bond Fund, for a total of \$1,184,767.
2. The total assessed value of property differs from last year's total assessed value by 8%.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$0.721026 per \$100 of assessed value.
4. The proposed property tax request will cause its tax rate to be \$0.778 per \$100 of assessed valuation.
5. Based on the proposed property tax rate request and changes in other revenue, the total operating budget of \$4,686,677 will exceed last year's budget by 20%.
6. The 2020-2021 fiscal year proposed budget is approved.
7. A one percent increase in allowable growth is approved.
8. A copy of this Resolution be certified and forwarded to the County Clerk on or before September 20, 2020.

The Resolution was declared passed by the Mayor on the 14th day of September, 2020.

Matt John, Mayor

Mindi Laaker, City Clerk

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 14th day of September 2020, at 6:30 o'clock p.m., at 15505 Warehouse Street, Bennington NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2018-2019 Actual Disbursements & Transfers	\$ 2,856,387.00
2019-2020 Actual/Estimated Disbursements & Transfers	\$ 5,200,740.00
2020-2021 Proposed Budget of Disbursements & Transfers	\$ 4,686,677.00
2020-2021 Necessary Cash Reserve	\$ 2,588,299.00
2020-2021 Total Resources Available	\$ 7,274,976.00
Total 2020-2021 Personal & Real Property Tax Requirement	\$ 1,184,767.00
Unused Budget Authority Created For Next Year	\$ 146,017.67

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 741,908.00
Personal and Real Property Tax Required for Bonds	\$ 442,859.00

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 14th day of September 2020, at 6:30 o'clock p.m., at 15505 Warehouse Street, Bennington NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2019	2020	Change
Operating Budget	3,917,594.00	4,686,677.00	20%
Property Tax Request	\$ 1,098,006.00	\$ 1,184,767.00	8%
Valuation	141,131,905	152,283,765	8%
Tax Rate	0.778000	0.778000	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.721026		

CITY OF BENNINGTON

RESOLUTION NO. 2020-13

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BENNINGTON, NEBRASKA AMENDING THE 2019-2020 FISCAL YEAR BUDGET WHICH WAS ORIGINALLY ADOPTED ON SEPTEMBER 9, 2019.

WHEREAS, due to unforeseen circumstances the actual expenditures for the current fiscal year will exceed budgeted expenditures unless the current fiscal year budget is revised, and the originally adopted budget of expenditures cannot be reduced during the remainder of the current fiscal year in order to satisfy the original budget appropriations. The budget amendments are necessary to include a bond refunding and cost sharing requirements for a State controlled street project; and

WHEREAS, it is in the best interests of the City of Bennington that the current 2019-2020 fiscal year budget be amended so as to properly reflects this activity.

NOW, THEREFORE, the City Council of the City of Bennington, Nebraska, by a majority vote resolves that:

The current 2019-2020 fiscal year budget which was adopted on September 9, 2019 is hereby amended so that the 2019-2020 amended budget of disbursements and transfers is \$5,726,013.00, the 2019-2020 amended necessary cash reserve is \$3,635,961.00, and the 2019-2020 amended total resources available is \$9,361,974.00.

PASSED AND APPROVED this 14th day of September, 2020.

CITY OF BENNINGTON, NEBRASKA

By: _____
MATT JOHN, Mayor

ATTEST:

Mindi Laaker, City Clerk

City of Bennington
IN
Douglas County, Nebraska

NOTICE OF HEARING TO AMEND THE BUDGET

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-511, that the governing body will meet on the 14th day of September, at 6:30 p.m. at 15505 Warehouse Street, Bennington, NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to amending the budget which was originally adopted on the 9th day of September, 2019. Due to unforeseen circumstances, actual expenditures for the current fiscal year will exceed budgeted expenditures unless the current fiscal year budget of expenditures is revised. The originally adopted budget of expenditures cannot be reduced during the remainder of the current fiscal year to meet the need for additional money because the budget amendments are for a bond refunding and cost sharing requirements for a state controlled street project. The budget detail is available at the office of the Clerk during regular business hours.

Summary of Proposed Revised Budget

2019-2020 Amended Budget of Disbursements & Transfers	\$ 5,726,013.00
2019-2020 Necessary Cash Reserve	\$ 3,635,961.00
2019-2020 Total Resources Available	\$ 9,361,974.00
Total 2019-2020 Personal & Real Property Tax Requirement	\$ 1,098,006.00

Summary of Originally Adopted Budget

2019-2020 Budget of Disbursements & Transfers	\$ 3,917,594.00
2019-2020 Necessary Cash Reserve	\$ 2,314,892.00
2019-2020 Total Resources Available	\$ 6,232,486.00
Total 2019-2020 Personal & Real Property Tax Requirement	\$ 1,098,006.00

Additional Monetary Requirements

<u>Fund</u>	<u>Purpose</u>	<u>Amount</u>
Bond	Bond refunding	\$ 1,261,196.00
Capital Projects	156th Street Project	\$ 547,223.00

ITEM #15

Library Report

**Library Report: Lisa Flaxbeard
Bennington City Council Meeting
September 14, 2020**

**Bennington Public Library
Board of Trustees Meeting
August 31, 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/Library Programming

We had a total of 425 participants in our Summer Reading Program through the ReaderZone app. A total of 330,606 minutes were recorded by children preschool through 12th grade and 332 books were recorded by the adults who participated. Individuals who participated 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 will receive a free book of their choice courtesy of the Friends of the Library. Prizes for all age groups and books will be ready for distribution on September 12 from 10 AM – 2PM.

The Nebraska Library Commission has extended its subscription of the ReaderZone app through August 2020 with funds made available from the CARES Act. Libraries in Nebraska will be able to use the app throughout the year at no cost. I have asked the staff to consider how we can utilize the app for the benefit of our patrons.

Joanne continues to conduct Facebook Live storytimes on Thursday mornings. Her last one was held inside the library with the 156th Street construction in the background. Weather permitting Joanne will begin to schedule storytimes in the park.

Joanne is putting together Preschool STEAM take-home kits. She will conduct/demonstrate an experiment every Monday morning on Facebook Live beginning September 14 at 10:30 AM. The kits will include a month's worth of supplies the children/parents will need to do the experiment along with Joanne during the live video.

We will be welcoming back our book clubs by offering the community conference room as a meeting space. The first Wednesday morning book club will be meeting in the park this week, but will have the conference room as a backup. The third Thursday evening book club will meet in the Conference Room on September 15 at 6:30 PM. The book club at Ridgewood will begin again on Friday, September 25. We will be meeting in their outdoor patio.

National Library Card Sign up Month

September is National Library Card Sign up Month. We will promote it on our website and social media accounts.

State of the Library during pandemic

The library has seen very little traffic since it reopened on August 10th. Although, checkouts of physical items have more than doubled compared to previous months when we were closed. The slowness has made this an easy transition. Supplies for disinfect cleaning

wipes remain on backorder. Fortunately for us, Liz Johns was able to acquire a large tub/pack of disinfectant cleaning wipes that will keep us going until the backorders arrive. We have had a few applications submitted for use of the conference rooms. All past users were sent an email about the reopening and the COVID-19 addendum that is now part of the online line application.

We received notice that our library was awarded a 2020 CARES Act Grant from the Nebraska Library Commission in the amount of \$3,612. The grant funds must be requested no later than April 30, 2021 and expended by May 31, 2021. Purchases made after April 21, 2020 are eligible for reimbursement. The outdoor sound system, cleaning supplies and book trucks are items that have been purchased so far.

Technology

The Pioneer Consortium Koha circulation/collection software system continues to have issues with the changes that were made during the upgrade and the catalog is not getting any easier for patrons to navigate. I have received one estimate for Apollo by Biblionix and will pursue other estimates for possible systems that can replace Pioneer. The annual cost will be an increase compared to Pioneer, but in the long run, the benefit to our patrons will outweigh the cost.

Jason Nocita was not able to repair the circulation computer. We purchased a replacement based on his recommendation. Other purchases we made include an additional receipt print and barcode scanner.

Heidi has been working on a new website design. We are getting close the launching the new and updated look.

Personnel

Dee let me know that she will be retiring from her regular position at the library as of October 1, however, with a caveat. She has offered to continue to do our collection development, but remotely and outside of regular library hours. Joanne and Heidi will fill in the 14 hours per week Dee vacated. I have taken this into account while crunching the numbers of our part-time budget. I am working with Joanne on plans to honor Dee's longtime service and celebrate her semi-retirement.

I will be taking vacation time before and after Labor Day, September 2 – 9. Joanne and Heidi will work extra hours to cover while I am away.

Our practicum student, Rebecca Ruenholl will begin working with the staff 4-5 hours on Wednesdays, September through mid-November. Joanne has drafted a shelving procedure that will be helpful for training Rebecca as well as other volunteer shelvees we hope to welcome back soon. Rebecca will be assisting us on the technical side of things. One of her first assignments will be to investigate uses for the Cleartouch monitor and create instructions for its use by the staff and community room users. In addition to customer service at the circulation desk, Rebecca will also assist Joanne and Heidi with programming tasks.

June 2020 Statistics

	Jun-20	Jun-19
Circulation	1173	8167
Overdrive-audio/eBooks	956	927
OneClickDigital-audio books	16	29
Zinio-eMagazines	56	49
Book Club		30
Total Circulation	2201	9202
Computer Use		248
Cards issued		
City	1	20
Douglas County	9	153
Omaha	10	7
Washington County/other		1
Total cards	20	181
Presch STEAM-Monday (0)		184
Elem Movie (0)		100
SRP Elem STEAM (0)		208
SRP-All Stars (0)		280
SRP Comm Partners (0)		82
SRP LEGOs (0)		142
KoalaT (0)		41
Storytime-Facebook LIVE! (4)	215/69	102
Legos-Weekend (0)		22
other		
Total Children's (4)	69	1161
SRP YA		1
Book Club-1st Wed		11
Book Club-3rd Tues		8
Book Club-RW		5
Social Knitworking (0)		4
Other (0)		30
Total Adult (0)		58
Library Visits		4833
Volunteer Hours (12)	48	
Copier/Printer 5/18-6/17	4876	2875

Collection Code	Description	Count
ACDB	Adult Books on CD	6
ADVD	Adult DVDs	16
AFIC	Adult Fiction	259
AM	Adult Magazines	9
ANF	Adult Nonfiction	35
CAKE	Cake Pans	1
ILL	Interlibrary Loan	5
JBB	Childrens Boardbooks	8
JC	Childrens Chapter Books	241
JCDB	Childrens Books on CD	1
JDVD	Childrens DVDs	10
JE	Childrens Easy Readers	106
JGN	Juvenile Graphic Novels	78
JM	Childrens Magazines	11
JNF	Childrens Nonfiction	75
JP	Childrens Picture Books	225
JPLAY	Childrens Playaways	9
SPC	Special Collection	2
YACDB	Young Adult Books on CD	1
YAFIC	Young Adult Fiction	74
YAGN	Young Adult Graphic Novel	1
Total		1173

June 2020 Statistics

	Jun-20	Jun-19
Circulation	1173	8167
Overdrive-audio/eBooks	956	927
OneClickDigital-audio books	16	29
Zinio-eMagazines	56	49
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Cards issued		
City	1	20
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Total cards	20	181
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SRP Elem STEAM (0)		208
SRP-All Stars (0)		280
SRP Comm Partners (0)		82
SRP LEGOs (0)		142
KoalaT (0)		41
Storytime-Facebook LIVE! (4)	215/69	102
Legos-Weekend (0)		22
other		
Total Children's (4)	69	1161
SRP YA		1
Book Club-1st Wed		11
Book Club-3rd Tues		8
Book Club-RW		5
Social Knitworking (0)		4
Other (0)		30
Total Adult (0)		58
Library Visits		4833
Volunteer Hours (12)	48	
Copier/Printer 5/18-6/17	4876	2875

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JM	Childrens Magazines	11
JNF	Childrens Nonfiction	75
JP	Childrens Picture Books	225
JPLAY	Childrens Playaways	9
SPC	Special Collection	2
YACDB	Young Adult Books on CD	1
YAFIC	Young Adult Fiction	74
YAGN	Young Adult Graphic Novel:	1
Total		1173

Bennington Public Library

July 2020 Statistics

	20-Jul	Jul-19
Circulation of physical items	1286	8645
Overdrive-audio/eBooks	969	855
OneClickDigital-audio	25	22
Zinio-eMagazines	76	43
Book Club	5	25
Total Circulation	2361	9590
Computer Use		285
Study Room Use		34
Cards issued		
City		28
Douglas County	7	91
Omaha		11
Washington County		
Total cards	7	130
Presch STEAM-Monday (0)		218
Elem Movie (0)		114
SRP Elem STEAM (0)		201
SRP Comm Partners (0)		170
SRP LEGOs (0)		75
KoalaT (0)		48
Trad Storytime (0)		113
Legos-Weekend (0)		6
Storytime Facebook LIVE! (4)	1157/51	
Storytime in the park (1)	34	
Total Children's (5)	34	945
YA		44
Book Club-1st Wed		7
Book Clubs-3rd Tues		11
Book Club-RW/3rd Fri		5
Other/Socialknitworking		4
Total Adult (5)		27
Library Visits		5219
Volunteer Hours	40	41/236
Copier/printer 5/18-6/17	4876	2520
Number of Curbside Pickups	186	

Collection Code	Description	Count
ACDB	Adult Books on CD	6
ADVD	Adult DVDs	22
AFIC	Adult Fiction	330
AM	Adult Magazines	14
ANF	Adult Nonfiction	25
ILL	Interlibrary Loan	4
JBB	Childrens Boardbooks	11
JC	Childrens Chapter Books	282
JCDB	Childrens Books on CD	1
JDVD	Childrens DVDs	42
JE	Childrens Easy Readers	77
JGN	Juvenile Graphic Novels	69
JM	Childrens Magazines	6
JNF	Childrens Nonfiction	85
JP	Childrens Picture Books	213
JPLAY	Childrens Playaways	12
YACDB	Young Adult Books on CD	1
YAFIC	Young Adult Fiction	86
Total		1286

ITEM #17

Public Works Report

PUBLIC WORKS DEPARTMENT REPORT AUGUST, 2020

STATE OF THE PUBLIC WORKS DEPARTMENT

- I applied and was awarded another Tree Grant from the Government. This is a grant to help replace our Ash trees. As part of my Ash Tree program, I'm removing most of our 300+ inventory of Ash trees within the City and the Grant is for \$10,500 to purchase new trees to replace them. I'm calling it the Bennington "you can dig it tree planting ceremony" and I have enlisted an Eagle Scout, Ethan Roth and his Scout troop of 16 Boy Scouts, my Tree Board, the Posse and will be reaching out to the school's and local church's...as well as the community to come out and help plant 40 trees. The event is tentatively slated for October 31, Halloween morning. I'm hoping we can make this event a yearly grant opportunity for Bennington.
- Assisted Douglas County in gaining access to the 42 acre parcel west of Logemann Park so they could mow the WRP (Wetlands Restoration Program). Requiring moving poles and allowing them to enter from the NW corner of our parking lot.
- Meade Laaker's last day as a PTE was Aug 3, leaving us with 2 PTE's and Stu.
- Jake Hytrek's last day as a PTE was Aug 26, leaving us with 1 PTE and Stu. I have a lead for a part timer and hoping to interview shortly.
- After the Aug 10 storm, I fielded several calls from residents regarding tree debris. I explain to them that with a storm emergency like this the City allows debris to be dropped off on the East side of Tim Ohrt park and the City will dispose of the limbs and debris.
- The school season started up and brought horrible traffic issues again this year but because of 156th Street, we had several delays and the PWD needed to adapt later work starts temporarily.
- Was awarded the coveted Tree City award again...31 years, and counting
- Spent several hours washing and detailing the vehicles
- Met with Van Mohr to discuss water drainage issues from the alley behind his shop. Trying to come up with a solution that would be beneficial to the City and to Van. Ultimately, we will need to replace a small section of approach to the alley, north of his shop. Van is willing to pay a share of the repair to help the drainage runoff from pooling around his building.
- Had Kubota come to the shop for a warranty issue. They accommodated us at no charge

- 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 finally complied with our request to expose his property pins. He still does not like our answer.
- Attended a City meeting regarding the parking issues on Main Street and addressing how to help make a new business deal with parking spots along and in front of their building.

STATE OF THE CITY PARKS

- We removed 8 stumps in Johns-Bohn's Park and along Bennington Road by grinding them out with our stump grinder attachment.
- We used old guard rail posts and dug them in around some high focus access points and approaches to help with traffic flow. I'll add more after we finalize the parking design plans there, using the power poles removed from the 156th Street Construction project.
- I had a new gate manufactured and we hung it at Tim Ohrt to restrict access to our debris pile.
- Received a call late one evening from a resident to alert me of a dangerous limb dangling from an Elm tree in Centennial Park. I drove in and placed cones and yellow tape around the area just under the limb. I then called in a climbing Arborist to assist with the removal.
- We painted the new parking posts installed in and around Logemann Parking lot.
- Was called by a resident regarding a hole on the east side of the south approach to Doug Nelson Youth Complex parking lot. We patched and repaired it and received 2 phone calls and a personal thank you for prompt and efficient work.
- Had to deal with broken and dislodged decorative cement blocks removed from the Pedestrian bridge wall underneath the bridge on the south side. 16 blocks were removed and caused us to spend 2 ½ hours re-building the wall. We still have to replace 2 broken blocks.
- Received a text from the Mayor regarding the lights at the Volleyball courts not working properly. Had them checked and replaced the circuit breaker.
- Cut down the legacy power pole at Centennial.
- Laid out the power poles we received as part of the 156th Street construction to facilitate best and most efficient parking lot spaces at Logemann Park

- We spent extra days watering the new trees because of the lack of moisture and extra hot days.

STATE OF THE STREETS

- Painted a new crosswalk across Bennington Road between the Jr High and Sr High.
- Added 6 new “NO PARKING” signs along Molley Street to help with traffic flow from 156th Street Construction. Spoke with several residents who understood and recognized the need.
- Was called in to address and ascertain the viability of a specific sewer line under 156th Street west of the Library. Determined it was a legacy line that had been abandoned.
- Added a “No Parking” signs to 2nd Street from 156th to Molley St.
- Received a call regarding over grown limbs in the Alley between Stark and Allen. We drove all alleys and removed the over hanging limbs.
- Received a call regarding rough alleys...fixed and repaired all alleys then met with Daryl Logemann to ask him to grade out then alleys and add asphalt grindings. Daryl agreed.
- Graded out Vermont Street and added asphalt patch to pot holes and depressions to last the longest amount of time possible.
- Was asked by K2 Construction to use our water hose and water to keep new concrete moist. Set them up with the Posse reel and allowed them access to the City garage to turn the water on and off.
- We trimmed out trees along Molley
- Was called by Oft’s B & B because of 8” core drillings in the concrete approach to the alley behind the B & B. Dangerous and compromising the dimensional stability, had them come back and mark and cover up the holes.
- Was asked by the Police Chief to trim back limbs at Molley and Bennington Road to expose the south bound STOP sign there,
- Was asked by the Police Chief to install a temporary STOP sign at the school, as you drive east, out of the school lot.
- Cleaned up weeds at 2nd Street and Allen at the Prairie Hollow approach.

STATE OF THE BALL AND SOCCER FIELDS

- Was asked by Brad to fix and repair all gates at the BAL Complex
- Had extra trash at the BAL after the first weekend in August.

STATE OF OUR CITY BUILDINGS

- Lisa asked for a garden hose and nozzle to water her plants.
- Was asked to pull up and store the Story Walk signs placed along the Soccer Field sidewalk for the Library.
- Was called by Lisa to fix the outside light near Community Room C. Had to call Strategic Electric, they were LED lights and needed replacement.
- Had to move the City flower pots to the north of 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 #18

Office Report

2019/20 MINDI REPORT

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

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

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

IMPACTS TO THE BUDGET -- 11 Month Review 8/31/2020**EXPENSE IMPACTS TO BUDGET**

(IMPACTS LISTED IN RED ARE RESTRICTED FUND IMPACTS)

	YTD Spend	Budgeted	Difference
• SEWER: ENGINEERING (6090)	\$ 75,000	\$ 5,000	(70,000.00)
• STREETS: 156TH STREET IMPROVEMENT (6256)	\$ 457,223	\$ 800,000	342,777.00
• STREETS: ENGINEERING (6093; 6095; 6097; 6090)	\$ 125,041	\$ 65,000	(60,041.00)
• STREETS: EQUIPMENT (8918)	\$ 40,315	\$ 30,000	(10,315.00)
• STREETS: LEGAL 156TH STREET IMPROVEMENT (6140)	\$ 15,949	\$ -	(15,949.00)
• STREETS: LOGEMANN PARK (6266)	\$ 98,240	\$ 95,000	(3,240.00)
• STREETS: SNOW REMOVAL	\$ 35,672	\$ 60,000	24,327.60
• STREETS: STREET REPAIR & MAINTENANCE (6110)	\$ 250,748	\$ 225,000	(25,748.00)
	NET EFFECT		181,811.60

REVENUE IMPACTS TO BUDGET

	YTD Deposits	Budgeted	Difference
• GENERAL: HOMESTEAD ALLOC (5004)	\$ 33,912	\$ -	33,912.00
• GENERAL: LOCAL SALES TAX (5010)	\$ 656,182	\$ 550,000	106,182.00
• GENERAL: PROPERTY TAX CREDIT (5002)	\$ 20,355	\$ -	20,355.00
• SEWER: SEWER CONNECT PERMIT FEES (5206)	\$ 53,727	\$ 35,000	18,727.00
• STREET: ASIP COLLECTION FEES (5207)	\$ 23,144	\$ -	23,144.00
• STREET: MISC. STREET INCOME (5605)	\$ 477,324	\$ -	477,324.00
	NET EFFECT		679,644.00

ITEM #19

Project Tracker

City of Bennington Project Tracker



Sep-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	The Ordinance was approved and went into effect on April 1, 2020. The 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 review is scheduled for September annually.
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 second stakeholders meeting on July 28th and a brainstorming session was held for possible items to include on the building lot. JEO is reviewing potential funding possibilities for improvements and will provide the mayor/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. Grading to start in early August. • 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	<p>JEO did a preliminary review of improvements completed to date and provided our punch list to TD2. They have provided the curb ramp plans for review and comments have been returned to them. Curb ramp (and sidewalk work) should occur this fall.</p> <p>In regards to the 168th Street and Bennington Road improvements. I have talked to Douglas County and their tentative schedule for those improvements are to have plans developed late 2021/early 2022 with Bidding in 2022 and construction in 2023. As plans are developed for these improvements they will be submitted to the City/JEO for review and comment.</p>

Project	JEO Project No.	JEO Department Leading Project	Assigned To	Contract Executed	Status	Update Comments From Previous Month
Prairie Hollow subdivision	090034	Planning	Julie Ogden	General Engineering	On-Going	A final walkthrough of the development occurred on 7/31/2020 and the following items were added to the punch list to be completed by the developer. <ul style="list-style-type: none"> • complete sidewalks on the outlots and intersection of 2nd and Allen. • Remove the landscaping that was planted within the sight triangle. (from earlier this year) • mow weeds and grasses when they get over 12". • fix manhole on east side of aerial crossing to realign the pipe.
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.
CW Haden parking issue	090034	Transportation	Julie Ogden	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 High School Parking Lot and Building Add.	090034	Administration	Tyler Hevlin	General Engineering	Complete	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 complete on items related to the City (street/sewer).
Bennington Lake, Lot 2	090034	Administration	Julie Ogden	General Engineering	Inquiry	A meeting was held with a potential developer for this lot and we anticipate platting documents being submitted for Planning Commission review in September.
The Heritage, Lots 172 to 178	090034	Administration	Julie Ogden	General Engineering	Inquiry	The owners of this lot are looking to combine these lots and then dentate them to UNO for conservation purposes. We anticipate a plat to be provided to the planning commission in
Veterinary Clinic	090034	Administration	Julie Ogden	General Engineering	Inquiry	The clinic wants to expand their building and combine their two lots into one. We are working with their engineer on this process. It may qualify for an administrative permit.
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 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.
Vermont Street Improvements	0900034	Administration	Tyler Hevlin	General Engineering	On Hold - Per City	

Project	JEO Project No.	JEO Department Leading Project	Assigned To	Contract Executed	Status	Update Comments From Previous Month
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.