

City of Bennington
City Council Meeting Agenda
Monday, February 13, 2023; 6:00 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. January 9, 2023 City Council Meeting Minutes
 - B. January 2023 Bills Paid
 - C. Keno Receipts: January 8.75%: \$ 1504.77
 - D. JEO Consulting Invoices for:
 - i. General Engineering Invoice No. 138382 for \$6,062.50
 - ii. Tim Ohrt Park Improvements Invoice No. 138383 for \$373.75
 - iii. 156th Street Admin Services Invoice No. 138381 for \$486.25
 - iv. Public Works Building Prelim Design Invoice No. 138522 for \$3,650.00
 - v. Neumeyer Farm Phase 1 Invoice No. 138385 for \$1,423.75
 - E. Olsson Invoices for Neumeyer Farm Park:
 - i. Invoice No. 446008 for \$33,622.50
 - a. Motion to Approve
3. Street Closing or Event Permit Applications
 - A. GEARS Car Show, Sunday May 28, 2023 from 6 a.m. to 6 p.m.
156th and Warehouse Streets East to Allen St. and Molley and Stark Streets to Bennington Road
 - i. Motion to Approve
 - B. Midwest Early Corvette Club Car Show, Sunday, September 3, 2023 from 6 a.m. to 4 p.m. - 156th and Warehouse Streets East to Allen St. and Molley and Stark Streets to Bennington Road
 - i. Motion to Approve
 - C. Bennington Jaycees and American Legion Trunk or Treat, Sunday October 29, 2023 from 12:45 to 3:15 p.m. – 156th and Warehouse Streets East to Stark Street
 - i. Motion to Approve
4. Warehouse Street Improvements
 - A. Review Bids, Authorize Award of Construction and Project Funding
 - i. Motion
5. Neumeyer Farm Park Project
 - A. Review Bids, Authorize Award of Construction and Project Funding
 - i. Motion
 - B. Agreement between City of Bennington, Bennington Community Foundation and Bennington Soccer Club

C. Department of Economic Development - Civic and Community Center
Financing Fund (CCCCFF)

6. Public Works Building – Agreement to Prepare Flood Plain Permit for Site Grading
 - A. Update on Site Layout and Concepts
 - i. Motion

7. League Insurance Government Health Team (LIGHT)
 - A. Resolution 2023-01 Authorizing Membership
 - B. Interlocal Agreement for Employee Health Insurance
 - C. Membership Agreement
 - i. Motion to Approve

8. Library Report

9. Police Report

10. Public Works Report

11. Office Report

12. Project Tracker

13. Public Comments – This is the proper time for public comments on any topic or matter which is not on the agenda.

14. Adjourn

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

Monthly Financials

CITY SALES TAX

2019		2020		2021		2022	
January	49923.83	January	54779.3	January	57635.47	January	71102.69
February	46422.11	February	49777.21	February	53757.99	February	63585.23
March	48482.74	March	53676.73	March	77725.17	March	72723.78
April	50818.6	April	57950.3	April	75939.29	April	80263.45
May	62803.18	May	67190.44	May	64164.72	May	103239.53
June	64975.7	June	67785.84	June	67846.48	June	95109.19
July	64642.54	July	65980.38	July	81046.95	July	91497.71
August	65650.01	August	67476.51	August	72982.15	August	80665.48
September	82015.11	September	60499.48	September	84020.93	September	86986.67
October	57991.97	October	67751.55	October	65409.7	October	64469.52
November	56227.02	November	63740.3	November	74058.66	November	86831.2
December	94364.41	December	84579.01	December	87431.99	December	
Total	744317.22	Total	761187.05	Total	862019.5	Total	896474.45

KENO REVENUE

2020		2021		2022		2022	
January	4834.07	January	6789.66	January	7388.4	January	7504.77
February	5066.27	February	5031.66	February	6508.6	February	
March	4913.77	March	5557.25	March	7713.72	March	
April	648.52	April	7679.37	April	6894.27	April	
May	911.62	May	6887.51	May	6294.55	May	
June	2555.08	June	6848.49	June	6054.51	June	
July	3726.62	July	6146.06	July	9162.56	July	
August	4136.32	August	8346.1	August	10752.35	August	
September	4505.08	September	6462.73	September	9760.79	September	
October	4938.71	October	6423.44	October	7998.41	October	
November	7213	November	7281.76	November	8066.52	November	
December	4820.75	December	6057.65	December	7273.86	December	
Total	48269.81	Total	79511.68	Total	93868.54	Total	7504.77

City of Bennington, Nebraska
Profit & Loss by Class
 October 2022 through January 2023

	Debt Servic...	Fiduciary F...	General Go...	Keno Fund	Parkland Im...	Sewer Repl...	Street Fund	Unclassified	TOTAL
Ordinary Income/Expense									
Income									
5000 · Taxes									
5002 · Property Taxes	20,714.57	0.00	45,338.36	0.00	0.00	0.00	0.00	0.00	66,052.93
5008 · Motor Vehicle Fees	0.00	0.00	0.00	0.00	0.00	0.00	18,332.13	0.00	18,332.13
5010 · Sales Tax-Local Option Receipts	0.00	0.00	295,640.68	0.00	0.00	0.00	0.00	0.00	295,640.68
5012 · In-Lieu-Of Tax	19.43	0.00	26.00	0.00	0.00	0.00	0.00	0.00	45.43
Total 5000 · Taxes	20,734.00	0.00	341,005.04	0.00	0.00	0.00	18,332.13	0.00	380,071.17
5100 · Intergovernmental									
5120 · Highway Allocation	0.00	0.00	0.00	0.00	0.00	0.00	89,481.21	0.00	89,481.21
5121 · Highway Allocation-Sales Tax	0.00	0.00	0.00	0.00	0.00	0.00	33,176.71	0.00	33,176.71
Total 5100 · Intergovernmental	0.00	0.00	0.00	0.00	0.00	0.00	122,657.92	0.00	122,657.92
5200 · Charges for Services									
5201 · Library-Non DC Fees	0.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	30.00
5202 · Library Fines & Copy Fees	0.00	0.00	654.70	0.00	0.00	0.00	0.00	0.00	654.70
5203 · Library-Book Replacement Fees	0.00	0.00	31.00	0.00	0.00	0.00	0.00	0.00	31.00
5205 · Public Hearing Fees	0.00	0.00	52,724.12	0.00	10,783.15	0.00	0.00	0.00	63,507.27
5206 · Sewer Connection Permit Fee	0.00	0.00	0.00	0.00	0.00	36,608.00	0.00	0.00	36,608.00
5207 · ASIP Collection Fee	0.00	0.00	0.00	0.00	0.00	0.00	51,520.00	0.00	51,520.00
5208 · Sewer Receipts	0.00	0.00	0.00	0.00	0.00	189,299.00	0.00	0.00	189,299.00
5210 · Dog Licenses	0.00	0.00	1,269.00	0.00	0.00	0.00	0.00	0.00	1,269.00
5212 · Liquor Licenses	0.00	0.00	2,700.00	0.00	0.00	0.00	0.00	0.00	2,700.00
5214 · Tobacco Licenses	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00
Total 5200 · Charges for Services	0.00	0.00	57,418.82	0.00	10,783.15	225,907.00	51,520.00	0.00	345,628.97
5300 · Use of Money & Property									
5302 · Interest	0.00	0.00	1,657.65	118.63	0.00	0.00	0.00	0.00	1,776.28
5304 · Community Room Revenue	0.00	0.00	847.50	0.00	0.00	0.00	0.00	0.00	847.50
Total 5300 · Use of Money & Property	0.00	0.00	2,505.15	118.63	0.00	0.00	0.00	0.00	2,623.78
5400 · Grants and Contributions									
5402 · Donations	0.00	0.00	3,700.00	0.00	-20.00	0.00	0.00	0.00	3,680.00
5403 · Contrib's/Donations-Libr	0.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	60.00
5410 · Grant - Library	0.00	0.00	1,730.00	0.00	0.00	0.00	0.00	0.00	1,730.00
Total 5400 · Grants and Contributions	0.00	0.00	5,490.00	0.00	-20.00	0.00	0.00	0.00	5,470.00
5600 · Other Miscellaneous Income									
5601 · Police Misc Income	0.00	0.00	75.00	0.00	0.00	0.00	0.00	0.00	75.00
5602 · Keno	0.00	0.00	0.00	30,843.56	0.00	0.00	0.00	0.00	30,843.56
5605 · Park/Streets Misc Income	0.00	0.00	6,128.56	0.00	0.00	0.00	29,593.51	0.00	35,722.07
5607 · TIF INCOME & EXPENSE	0.00	5,924.74	0.00	0.00	0.00	0.00	0.00	0.00	5,924.74
5600 · Other Miscellaneous Income - Other	0.00	0.00	837.54	0.00	0.00	0.00	0.00	0.00	837.54
Total 5600 · Other Miscellaneous Income	0.00	5,924.74	7,041.10	30,843.56	0.00	0.00	29,593.51	0.00	73,402.91
Total Income	20,734.00	5,924.74	413,460.11	30,962.19	10,763.15	225,907.00	222,103.56	0.00	929,854.75
Gross Profit	20,734.00	5,924.74	413,460.11	30,962.19	10,763.15	225,907.00	222,103.56	0.00	929,854.75
Expense									
5209 · Sewer Fee - MUD Billing Charge	0.00	0.00	0.00	0.00	0.00	8,158.25	0.00	0.00	8,158.25

City of Bennington, Nebraska
Profit & Loss by Class
 October 2022 through January 2023

	Debt Servic...	Fiduciary F...	General Go...	Keno Fund	Parkland Im...	Sewer Repl...	Street Fund	Unclassified	TOTAL
6010 · Accounting	0.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00
6017 · TIF Bond Interest Payments	0.00	198,213.73	0.00	0.00	0.00	0.00	0.00	0.00	198,213.73
6040 · Collection Fees-Douglas County	207.14	59.25	404.97	0.00	0.00	0.00	0.00	0.00	671.36
6041 · Admin Fees - State of Ne	0.00	0.00	9,864.52	0.00	0.00	0.00	0.00	0.00	9,864.52
6070 · Dues and Subscriptions	0.00	0.00	135.00	0.00	0.00	0.00	0.00	0.00	135.00
6090 · Engineering									
6093 · Benn. Park 5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6097 · 156th Street Imprvmt Proj	0.00	0.00	0.00	0.00	0.00	0.00	1,458.75	0.00	1,458.75
6196 · SPORTS COMPLEX ENG/ARCH	0.00	0.00	61,445.44	0.00	0.00	0.00	0.00	0.00	61,445.44
6090 · Engineering - Other	0.00	0.00	50,491.25	0.00	0.00	0.00	26,758.75	0.00	77,250.00
Total 6090 · Engineering	0.00	0.00	111,936.69	0.00	0.00	0.00	28,217.50	0.00	140,154.19
6110 · Repairs & Maintenance	0.00	0.00	4,166.06	0.00	0.00	0.00	134,003.90	0.00	138,169.96
6120 · Insurance	0.00	0.00	912.50	0.00	0.00	0.00	0.00	0.00	912.50
6140 · Legal	0.00	0.00	8,299.47	0.00	0.00	0.00	20,945.38	0.00	29,244.85
6150 · Miscellaneous	0.00	0.00	2,431.45	0.00	0.00	0.00	0.00	0.00	2,431.45
6170 · Office Cleaning	0.00	0.00	38.00	0.00	0.00	0.00	0.00	0.00	38.00
6180 · Office Supplies	0.00	0.00	410.08	0.00	0.00	0.00	0.00	0.00	410.08
6190 · Postage	0.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00	120.00
6200 · Publication	0.00	0.00	1,351.69	0.00	0.00	0.00	0.00	0.00	1,351.69
6210 · Sewer Connections	0.00	0.00	0.00	0.00	0.00	44,946.00	0.00	0.00	44,946.00
6215 · Sewer - City of Omaha	0.00	0.00	0.00	0.00	0.00	105,769.31	0.00	0.00	105,769.31
6220 · People Service Contract	0.00	0.00	0.00	0.00	0.00	5,240.00	0.00	0.00	5,240.00
6230 · Equipment	0.00	0.00	683.61	0.00	0.00	0.00	0.00	0.00	683.61
6255 · Snow Removal	0.00	0.00	0.00	0.00	0.00	0.00	21,334.00	0.00	21,334.00
6260 · Telephone	0.00	0.00	662.93	0.00	0.00	0.00	0.00	0.00	662.93
6270 · Utilities	0.00	0.00	1,595.46	0.00	0.00	0.00	17,881.78	0.00	19,477.24
6560 · Payroll Expnses-Gen Govt/Street									
6562 · Payroll Taxes-Genl Govt/Streets	0.00	0.00	-48.32	0.00	0.00	0.00	1,992.14	0.00	1,943.82
6570 · Salary-City Clerk's Office									
6571 · Full Time City Office	0.00	0.00	18,109.49	0.00	0.00	0.00	0.00	0.00	18,109.49
6572 · Part-time City Office	0.00	0.00	5,042.23	0.00	0.00	0.00	0.00	0.00	5,042.23
Total 6570 · Salary-City Clerk's Office	0.00	0.00	23,151.72	0.00	0.00	0.00	0.00	0.00	23,151.72
6560 · Payroll Expnses-Gen Govt/Street - Other	0.00	0.00	304.98	0.00	0.00	0.00	0.00	0.00	304.98
Total 6560 · Payroll Expnses-Gen Govt/Street	0.00	0.00	23,408.38	0.00	0.00	0.00	1,992.14	0.00	25,400.52
6561 · Meritorious Awards	0.00	0.00	1,200.00	0.00	0.00	0.00	0.00	89.23	1,289.23
6580 · Ret Plan Contrib-Gen Govt/Stree	0.00	0.00	547.13	0.00	0.00	0.00	0.00	0.00	547.13
6581 · Health Insurance	0.00	0.00	3,438.71	0.00	0.00	0.00	0.00	0.00	3,438.71
7200 · Interest									
7211 · INTEREST ON 2017 BAN	7,970.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,970.00
Total 7200 · Interest	7,970.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,970.00
8900 · Park and Recreation									
8918 · Equipment	0.00	0.00	31,637.58	0.00	0.00	0.00	687.09	0.00	32,324.67
8927 · DUES, SUBSCRIPTIONS, PUBLICATIO	0.00	0.00	60.00	0.00	0.00	0.00	60.00	0.00	120.00
8928 · Gas and Oil	0.00	0.00	874.17	0.00	0.00	0.00	874.16	0.00	1,748.33
8932 · Health Insurance	0.00	0.00	4,070.02	0.00	0.00	0.00	3,515.06	0.00	7,585.08
8935 · Mileage	0.00	0.00	46.30	0.00	0.00	0.00	24.96	0.00	71.26
8950 · Repairs and Maintenance	0.00	0.00	6,568.00	0.00	0.00	0.00	6,566.05	0.00	13,134.05

City of Bennington, Nebraska
Profit & Loss by Class
 October 2022 through January 2023

	Debt Servic...	Fiduciary F...	General Go...	Keno Fund	Parkland Im...	Sewer Repl...	Street Fund	Unclassified	TOTAL
8952 · Training	0.00	0.00	380.00	0.00	0.00	0.00	380.00	0.00	760.00
8954 · Restroom Rental	0.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	200.00
8962 · Payroll Taxes	0.00	0.00	4,326.69	0.00	0.00	0.00	0.00	0.00	4,326.69
8970 · Salaries total									
8971 · Full time salaries	0.00	0.00	30,113.78	0.00	0.00	0.00	0.00	0.00	30,113.78
8972 · Part time salaries	0.00	0.00	452.86	0.00	0.00	0.00	0.00	0.00	452.86
Total 8970 · Salaries total	0.00	0.00	30,566.64	0.00	0.00	0.00	0.00	0.00	30,566.64
8978 · Supplies	0.00	0.00	1,762.46	0.00	0.00	0.00	1,720.99	0.00	3,483.45
8980 · Telephone	0.00	0.00	477.22	0.00	0.00	0.00	477.28	0.00	954.50
8981 · Retirement Plan Contributions	0.00	0.00	832.49	0.00	0.00	0.00	714.07	0.00	1,546.56
8982 · Utilities	0.00	0.00	3,319.06	0.00	0.00	0.00	742.84	0.00	4,061.90
8985 · Ballfield Lights	0.00	0.00	781.94	0.00	0.00	0.00	0.00	0.00	781.94
8986 · *NEW* Public Works Bldg	0.00	0.00	21,932.50	0.00	0.00	0.00	2,732.50	0.00	24,665.00
8900 · Park and Recreation - Other	0.00	0.00	1,527.31	0.00	0.00	0.00	1,302.32	0.00	2,829.63
Total 8900 · Park and Recreation	0.00	0.00	109,362.38	0.00	0.00	0.00	19,797.32	0.00	129,159.70
9000 · Police Department									
9015 · Dues, Memberships & Publication	0.00	0.00	260.00	0.00	0.00	0.00	0.00	0.00	260.00
9018 · Equipment	0.00	0.00	62,602.00	0.00	0.00	0.00	0.00	0.00	62,602.00
9028 · Gas and Oil	0.00	0.00	3,769.16	0.00	0.00	0.00	0.00	0.00	3,769.16
9032 · Health Insurance	0.00	0.00	20,884.26	0.00	0.00	0.00	0.00	0.00	20,884.26
9040 · Meetings	0.00	0.00	405.95	0.00	0.00	0.00	0.00	0.00	405.95
9045 · Miscellaneous	0.00	0.00	5,608.40	0.00	0.00	0.00	0.00	0.00	5,608.40
9050 · Repairs and Maintenance- Equip	0.00	0.00	133.75	0.00	0.00	0.00	0.00	0.00	133.75
9051 · Repairs & Maint - Vehicles	0.00	0.00	9,133.19	0.00	0.00	0.00	0.00	0.00	9,133.19
9052 · Repairs & Maintenance-Buildings	0.00	0.00	175.24	0.00	0.00	0.00	0.00	0.00	175.24
9062 · Payroll Taxes	0.00	0.00	6,743.61	0.00	0.00	0.00	0.00	0.00	6,743.61
9070 · Salaries total									
9071 · Full time Salaries	0.00	0.00	88,392.61	0.00	0.00	0.00	0.00	0.00	88,392.61
9072 · Part time salaries	0.00	0.00	5,100.14	0.00	0.00	0.00	0.00	0.00	5,100.14
9073 · Police Overtime	0.00	0.00	288.00	0.00	0.00	0.00	0.00	0.00	288.00
Total 9070 · Salaries total	0.00	0.00	93,780.75	0.00	0.00	0.00	0.00	0.00	93,780.75
9077 · Supplies	0.00	0.00	618.67	0.00	0.00	0.00	0.00	0.00	618.67
9078 · Supplies & Ammunition	0.00	0.00	2,564.78	0.00	0.00	0.00	0.00	0.00	2,564.78
9079 · Postage	0.00	0.00	129.90	0.00	0.00	0.00	0.00	0.00	129.90
9080 · Telephone	0.00	0.00	1,916.92	0.00	0.00	0.00	0.00	0.00	1,916.92
9081 · Retirement Plan Contributions	0.00	0.00	1,572.11	0.00	0.00	0.00	0.00	0.00	1,572.11
9082 · Utilities	0.00	0.00	3,785.08	0.00	0.00	0.00	0.00	0.00	3,785.08
9083 · Training	0.00	0.00	3,203.94	0.00	0.00	0.00	0.00	0.00	3,203.94
9084 · Employee Tuition Reimbursement	0.00	0.00	2,290.00	0.00	0.00	0.00	0.00	0.00	2,290.00
9085 · Uniforms	0.00	0.00	1,214.84	0.00	0.00	0.00	0.00	0.00	1,214.84
Total 9000 · Police Department	0.00	0.00	220,792.55	0.00	0.00	0.00	0.00	0.00	220,792.55
9100 · Fire Department	0.00	0.00	96,674.00	0.00	0.00	0.00	0.00	0.00	96,674.00
9200 · Library									
9205 · Print Materials	0.00	0.00	5,030.81	0.00	0.00	0.00	0.00	0.00	5,030.81
9207 · Special Collections	0.00	0.00	96.62	0.00	0.00	0.00	0.00	0.00	96.62
9210 · Dues	0.00	0.00	128.96	0.00	0.00	0.00	0.00	0.00	128.96
9215 · Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9220 · Electronic Materials	0.00	0.00	331.67	0.00	0.00	0.00	0.00	0.00	331.67

**City of Bennington, Nebraska
Profit & Loss by Class
October 2022 through January 2023**

	Debt Servic...	Fiduciary F...	General Go...	Keno Fund	Parkland Im...	Sewer Repl...	Street Fund	Unclassified	TOTAL
9225 · Housekeeping	0.00	0.00	2,221.92	0.00	0.00	0.00	0.00	0.00	2,221.92
9230 · Office & Postage	0.00	0.00	719.56	0.00	0.00	0.00	0.00	0.00	719.56
9235 · Repairs & Maintenance	0.00	0.00	1,148.48	0.00	0.00	0.00	0.00	0.00	1,148.48
9240 · Salaries									
9241 · Full time Salaries	0.00	0.00	27,701.51	0.00	0.00	0.00	0.00	0.00	27,701.51
9242 · Part time salaries	0.00	0.00	11,393.19	0.00	0.00	0.00	0.00	0.00	11,393.19
Total 9240 · Salaries	0.00	0.00	39,094.70	0.00	0.00	0.00	0.00	0.00	39,094.70
9245 · Reading Program	0.00	0.00	1,868.15	0.00	0.00	0.00	0.00	0.00	1,868.15
9250 · Supplies	0.00	0.00	1,049.11	0.00	0.00	0.00	0.00	0.00	1,049.11
9255 · Telephone	0.00	0.00	218.56	0.00	0.00	0.00	0.00	0.00	218.56
9260 · Utilities	0.00	0.00	1,455.20	0.00	0.00	0.00	0.00	0.00	1,455.20
9262 · Payroll Taxes	0.00	0.00	2,931.60	0.00	0.00	0.00	0.00	0.00	2,931.60
9265 · Travel/Mileage	0.00	0.00	517.26	0.00	0.00	0.00	0.00	0.00	517.26
9270 · Continuing Education	0.00	0.00	131.46	0.00	0.00	0.00	0.00	0.00	131.46
9275 · Electronic Access	0.00	0.00	1,262.36	0.00	0.00	0.00	0.00	0.00	1,262.36
9281 · Retirement Plan Contributions	0.00	0.00	469.58	0.00	0.00	0.00	0.00	0.00	469.58
9285 · Health Ins	0.00	0.00	4,755.35	0.00	0.00	0.00	0.00	0.00	4,755.35
Total 9200 · Library	0.00	0.00	63,431.35	0.00	0.00	0.00	0.00	0.00	63,431.35
9370 · Salaries-Streets total									
9371 · Full time salaries	0.00	0.00	0.00	0.00	0.00	0.00	25,358.20	0.00	25,358.20
9372 · Part time salaries	0.00	0.00	0.00	0.00	0.00	0.00	635.19	0.00	635.19
Total 9370 · Salaries-Streets total	0.00	0.00	0.00	0.00	0.00	0.00	25,993.39	0.00	25,993.39
Total Expense	8,177.14	198,272.98	671,866.93	0.00	0.00	164,113.56	270,165.41	89.23	1,312,685.25
Net Ordinary Income	12,556.86	-192,348.24	-258,406.82	30,962.19	10,763.15	61,793.44	-48,061.85	-89.23	-382,830.50
Net Income	12,556.86	-192,348.24	-258,406.82	30,962.19	10,763.15	61,793.44	-48,061.85	-89.23	-382,830.50

City of Bennington, Nebraska
Profit & Loss Budget vs. Actual - GENERAL AND BOND FUNDS
 October 2022 through January 2023

	Oct '22 - Jan 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5000 · Taxes				
5002 · Property Taxes	66,052.93	1,336,597.00	-1,270,544.07	4.9%
5004 · Homestead Allocation	0.00	0.00	0.00	0.0%
5008 · Motor Vehicle Fees	0.00	600.00	-600.00	0.0%
5010 · Sales Tax-Local Option Receipts	295,640.68	800,000.00	-504,359.32	37.0%
5012 · In-Lieu-Of Tax	45.43	50,000.00	-49,954.57	0.1%
Total 5000 · Taxes	361,739.04	2,187,197.00	-1,825,457.96	16.5%
5100 · Intergovernmental				
5101 · Property Tax Credit Allocation	0.00	0.00	0.00	0.0%
5106 · Douglas Cnty Library User Fees	0.00	70,000.00	-70,000.00	0.0%
5112 · Library State Aid	0.00	1,600.00	-1,600.00	0.0%
Total 5100 · Intergovernmental	0.00	71,600.00	-71,600.00	0.0%
5200 · Charges for Services				
5201 · Library-Non DC Fees	30.00	270.00	-240.00	11.1%
5202 · Library Fines & Copy Fees	654.70	750.00	-95.30	87.3%
5203 · Library-Book Replacement Fees	31.00	300.00	-269.00	10.3%
5204 · Franchise Fee-Cable TV	0.00	20,000.00	-20,000.00	0.0%
5205 · Public Hearing Fees	52,724.12	23,000.00	29,724.12	229.2%
5206 · Sewer Connection Permit Fee	0.00	0.00	0.00	0.0%
5208 · Sewer Receipts	0.00	0.00	0.00	0.0%
5210 · Dog Licenses	1,269.00	2,500.00	-1,231.00	50.8%
5211 · Pet Licensing State Fee	0.00	150.00	-150.00	0.0%
5212 · Liquor Licenses	2,700.00	3,800.00	-1,100.00	71.1%
5214 · Tobacco Licenses	10.00	10.00	0.00	100.0%
5216 · Fireworks Permits	0.00	500.00	-500.00	0.0%
Total 5200 · Charges for Services	57,418.82	51,280.00	6,138.82	112.0%
5300 · Use of Money & Property				
5302 · Interest	1,657.65	3,000.00	-1,342.35	55.3%
5304 · Community Room Revenue	847.50	2,000.00	-1,152.50	42.4%
5308 · Rent	0.00	0.00	0.00	0.0%
Total 5300 · Use of Money & Property	2,505.15	5,000.00	-2,494.85	50.1%
5400 · Grants and Contributions				
5401 · Police Grants	0.00	1,000.00	-1,000.00	0.0%
5402 · Donations	3,700.00	0.00	3,700.00	100.0%
5403 · Contrib's/Donations-Libr	60.00	5,000.00	-4,940.00	1.2%
5410 · Grant - Library	1,730.00	1,000.00	730.00	173.0%
Total 5400 · Grants and Contributions	5,490.00	7,000.00	-1,510.00	78.4%
5600 · Other Miscellaneous Income				
5601 · Police Misc Income	75.00	0.00	75.00	100.0%
5605 · Park/Streets Misc Income	6,128.56	0.00	6,128.56	100.0%
5600 · Other Miscellaneous Income - Other	837.54	0.00	837.54	100.0%
Total 5600 · Other Miscellaneous Income	7,041.10	0.00	7,041.10	100.0%
Total Income	434,194.11	2,322,077.00	-1,887,882.89	18.7%
Gross Profit	434,194.11	2,322,077.00	-1,887,882.89	18.7%
Expense				
6010 · Accounting	10,000.00	28,000.00	-18,000.00	35.7%
6040 · Collection Fees-Douglas County	612.11	6,000.00	-5,387.89	10.2%
6041 · Admin Fees - State of Ne	9,864.52	28,000.00	-18,135.48	35.2%
6060 · Dog Catcher	0.00	280.00	-280.00	0.0%
6070 · Dues and Subscriptions	135.00	8,000.00	-7,865.00	1.7%

City of Bennington, Nebraska

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

October 2022 through January 2023

	Oct '22 - Jan 23	Budget	\$ Over Budget	% of Budget
6075 · Economic Development	0.00	0.00	0.00	0.0%
6080 · Election Expense	0.00	450.00	-450.00	0.0%
6090 · Engineering				
6093 · Benn. Park 5	0.00	0.00	0.00	0.0%
6196 · SPORTS COMPLEX ENG/ARCH	61,445.44	0.00	61,445.44	100.0%
6090 · Engineering - Other	50,491.25	200,000.00	-149,508.75	25.2%
Total 6090 · Engineering	111,936.69	200,000.00	-88,063.31	56.0%
6110 · Repairs & Maintenance	4,166.06	5,000.00	-833.94	83.3%
6120 · Insurance	912.50	63,000.00	-62,087.50	1.4%
6140 · Legal	8,299.47	40,000.00	-31,700.53	20.7%
6150 · Miscellaneous	2,431.45	10,000.00	-7,568.55	24.3%
6160 · Occupation Tax	0.00	1,450.00	-1,450.00	0.0%
6170 · Office Cleaning	38.00	500.00	-462.00	7.6%
6180 · Office Supplies	410.08	3,000.00	-2,589.92	13.7%
6190 · Postage	120.00	1,000.00	-880.00	12.0%
6200 · Publication	1,351.69	3,000.00	-1,648.31	45.1%
6210 · Sewer Connections	0.00	0.00	0.00	0.0%
6215 · Sewer - City of Omaha	0.00	0.00	0.00	0.0%
6218 · Signs	0.00	500.00	-500.00	0.0%
6220 · People Service Contract	0.00	0.00	0.00	0.0%
6230 · Equipment	683.61	2,000.00	-1,316.39	34.2%
6250 · Locates	0.00	0.00	0.00	0.0%
6260 · Telephone	662.93	2,200.00	-1,537.07	30.1%
6270 · Utilities	1,595.46	6,000.00	-4,404.54	26.6%
6560 · Payroll Expnses-Gen Govt/Street				
6562 · Payroll Taxes-Genl Govt/Streets	-48.32	6,416.00	-6,464.32	-0.8%
6570 · Salary-City Clerk's Office				
6571 · Full Time City Office	18,109.49	59,807.00	-41,697.51	30.3%
6572 · Part-time City Office	5,042.23	20,394.00	-15,351.77	24.7%
Total 6570 · Salary-City Clerk's Office	23,151.72	80,201.00	-57,049.28	28.9%
6560 · Payroll Expnses-Gen Govt/Street - Other	304.98	3,000.00	-2,695.02	10.2%
Total 6560 · Payroll Expnses-Gen Govt/Street	23,408.38	89,617.00	-66,208.62	26.1%
6561 · Meritorious Awards	1,200.00	1,200.00	0.00	100.0%
6580 · Ret Plan Contrib-Gen Govt/Stree	547.13	2,500.00	-1,952.87	21.9%
6581 · Health Insurance	3,438.71	17,859.00	-14,420.29	19.3%
7102 · Bonds Retired				
7107 · 2017 BAN	0.00	40,000.00	-40,000.00	0.0%
7131 · 2-15-19 Refunding Bond	0.00	25,000.00	-25,000.00	0.0%
7132 · 4-15-20 Refunding Bond	0.00	50,000.00	-50,000.00	0.0%
7133 · 5-15-20 Hwy Alloc Fund PI Bond	0.00	25,000.00	-25,000.00	0.0%
7134 · 4-15-21 Refunding Bond	0.00	280,000.00	-280,000.00	0.0%
Total 7102 · Bonds Retired	0.00	420,000.00	-420,000.00	0.0%
7200 · Interest				
7211 · INTEREST ON 2017 BAN	7,970.00	15,940.00	-7,970.00	50.0%
7229 · 2-15-19 Refunding Bond Interest	0.00	9,023.00	-9,023.00	0.0%
7230 · 4-15-20 Refunding Bond Interest	0.00	16,220.00	-16,220.00	0.0%
7231 · 5-15-20 Refunding Bond Interest	0.00	33,070.00	-33,070.00	0.0%
7232 · 4-15-21 Refunding Bond Interest	0.00	7,870.00	-7,870.00	0.0%
Total 7200 · Interest	7,970.00	82,123.00	-74,153.00	9.7%
8900 · Park and Recreation				
8918 · Equipment	31,637.58	77,000.00	-45,362.42	41.1%
8927 · DUES, SUBSCRIPTIONS, PUBLICATIO	60.00	500.00	-440.00	12.0%
8928 · Gas and Oil	874.17	5,000.00	-4,125.83	17.5%
8932 · Health Insurance	4,070.02	18,867.00	-14,796.98	21.6%

City of Bennington, Nebraska

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

October 2022 through January 2023

	Oct '22 - Jan 23	Budget	\$ Over Budget	% of Budget
8935 · Mileage	46.30	250.00	-203.70	18.5%
8950 · Repairs and Maintenance	6,568.00	35,000.00	-28,432.00	18.8%
8951 · Rprs & Mntnce/City Bldgs	0.00	0.00	0.00	0.0%
8952 · Training	380.00	3,000.00	-2,620.00	12.7%
8954 · Restroom Rental	200.00	1,200.00	-1,000.00	16.7%
8962 · Payroll Taxes	4,326.69	11,395.00	-7,068.31	38.0%
8970 · Salaries total				
8973 - Part-time Overtime	0.00	0.00	0.00	0.0%
8974 - Full-time Overtime	0.00	0.00	0.00	0.0%
8971 - Full time salaries	30,113.78	127,437.00	-97,323.22	23.6%
8972 - Part time salaries	452.86	15,000.00	-14,547.14	3.0%
Total 8970 · Salaries total	30,566.64	142,437.00	-111,870.36	21.5%
8978 · Supplies	1,762.46	9,500.00	-7,737.54	18.6%
8980 · Telephone	477.22	1,500.00	-1,022.78	31.8%
8981 · Retirement Plan Contributions	832.49	2,000.00	-1,167.51	41.6%
8982 · Utilities	3,319.06	15,000.00	-11,680.94	22.1%
8983 · Employee Tuition Reimbursement	0.00	7,500.00	-7,500.00	0.0%
8985 · Ballfield Lights	781.94	10,000.00	-9,218.06	7.8%
8986 · *NEW* Public Works Bldg	21,932.50	20,000.00	1,932.50	109.7%
8900 · Park and Recreation - Other	1,527.31	25,000.00	-23,472.69	6.1%
Total 8900 · Park and Recreation	109,362.38	385,149.00	-275,786.62	28.4%
9000 · Police Department				
9015 · Dues, Memberships & Publication	260.00	300.00	-40.00	86.7%
9018 · Equipment	62,602.00	60,000.00	2,602.00	104.3%
9028 · Gas and Oil	3,769.16	15,000.00	-11,230.84	25.1%
9032 · Health Insurance	20,884.26	116,457.00	-95,572.74	17.9%
9040 · Meetings	405.95	750.00	-344.05	54.1%
9045 · Miscellaneous	5,608.40	2,500.00	3,108.40	224.3%
9050 · Repairs and Maintenance- Equip	133.75	2,500.00	-2,366.25	5.4%
9051 · Repairs & Maint - Vehicles	9,133.19	8,000.00	1,133.19	114.2%
9052 · Repairs & Maintenance-Buildings	175.24	10,000.00	-9,824.76	1.8%
9055 · Computer Tech Support	0.00	4,000.00	-4,000.00	0.0%
9062 · Payroll Taxes	6,743.61	26,855.76	-20,112.15	25.1%
9070 · Salaries total				
9071 · Full time Salaries	88,392.61	313,424.00	-225,031.39	28.2%
9072 · Part time salaries	5,100.14	22,273.00	-17,172.86	22.9%
9073 · Police Overtime	288.00	0.00	288.00	100.0%
Total 9070 · Salaries total	93,780.75	335,697.00	-241,916.25	27.9%
9077 · Supplies	618.67	2,500.00	-1,881.33	24.7%
9078 · Supplies & Ammunition	2,564.78	3,500.00	-935.22	73.3%
9079 · Postage	129.90	400.00	-270.10	32.5%
9080 · Telephone	1,916.92	5,000.00	-3,083.08	38.3%
9081 · Retirement Plan Contributions	1,572.11	6,000.00	-4,427.89	26.2%
9082 · Utilities	3,785.08	8,000.00	-4,214.92	47.3%
9083 · Training	3,203.94	9,000.00	-5,796.06	35.6%
9084 · Employee Tuition Reimbursement	2,290.00	10,000.00	-7,710.00	22.9%
9085 · Uniforms	1,214.84	3,000.00	-1,785.16	40.5%
Total 9000 · Police Department	220,792.55	629,459.76	-408,667.21	35.1%
9100 · Fire Department	96,674.00	193,436.00	-96,762.00	50.0%
9200 · Library				
9205 · Print Materials	5,030.81	18,000.00	-12,969.19	27.9%
9207 · Special Collections	96.62	2,000.00	-1,903.38	4.8%
9210 · Dues	128.96	1,433.00	-1,304.04	9.0%
9215 · Equipment	0.00	15,000.00	-15,000.00	0.0%
9220 · Electronic Materials	331.67	3,000.00	-2,668.33	11.1%
9225 · Housekeeping	2,221.92	11,000.00	-8,778.08	20.2%

City of Bennington, Nebraska
Profit & Loss Budget vs. Actual - GENERAL AND BOND FUNDS
October 2022 through January 2023

	Oct '22 - Jan 23	Budget	\$ Over Budget	% of Budget
9230 · Office & Postage	719.56	2,500.00	-1,780.44	28.8%
9235 · Repairs & Maintenance	1,148.48	3,500.00	-2,351.52	32.8%
9240 · Salaries				
9241 · Full time Salaries	27,701.51	124,691.00	-96,989.49	22.2%
9242 · Part time salaries	11,393.19	27,654.00	-16,260.81	41.2%
Total 9240 · Salaries	39,094.70	152,345.00	-113,250.30	25.7%
9245 · Reading Program	1,868.15	9,000.00	-7,131.85	20.8%
9250 · Supplies	1,049.11	3,500.00	-2,450.89	30.0%
9255 · Telephone	218.56	900.00	-681.44	24.3%
9260 · Utilities	1,455.20	4,500.00	-3,044.80	32.3%
9262 · Payroll Taxes	2,931.60	12,188.00	-9,256.40	24.1%
9265 · Travel/Mileage	517.26	1,000.00	-482.74	51.7%
9270 · Continuing Education	131.46	5,000.00	-4,868.54	2.6%
9275 · Electronic Access	1,262.36	8,220.00	-6,957.64	15.4%
9281 · Retirement Plan Contributions	469.58	2,500.00	-2,030.42	18.8%
9285 · Health Ins	4,755.35	24,631.00	-19,875.65	19.3%
Total 9200 · Library	63,431.35	280,217.00	-216,785.65	22.6%
Total Expense	680,044.07	2,509,940.76	-1,829,896.69	27.1%
Net Ordinary Income	-245,849.96	-187,863.76	-57,986.20	130.9%
Net Income	-245,849.96	-187,863.76	-57,986.20	130.9%

City of Bennington, Nebraska
Profit & Loss Budget vs. Actual - STREET
October 2022 through January 2023

	Oct '22 - Jan 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5000 · Taxes				
5008 · Motor Vehicle Fees	18,332.13	80,000.00	-61,667.87	22.9%
5020 · Special Assessments	0.00	0.00	0.00	0.0%
Total 5000 · Taxes	18,332.13	80,000.00	-61,667.87	22.9%
5100 · Intergovernmental				
5120 · Highway Allocation	89,481.21	210,000.00	-120,518.79	42.6%
5121 · Highway Allocation-Sales Tax	33,176.71	85,000.00	-51,823.29	39.0%
Total 5100 · Intergovernmental	122,657.92	295,000.00	-172,342.08	41.6%
5200 · Charges for Services				
5207 · ASIP Collection Fee	51,520.00	130,000.00	-78,480.00	39.6%
Total 5200 · Charges for Services	51,520.00	130,000.00	-78,480.00	39.6%
5600 · Other Miscellaneous Income				
5605 · Park/Streets Misc Income	29,593.51	0.00	29,593.51	100.0%
Total 5600 · Other Miscellaneous Income	29,593.51	0.00	29,593.51	100.0%
Total Income	222,103.56	505,000.00	-282,896.44	44.0%
Gross Profit	222,103.56	505,000.00	-282,896.44	44.0%
Expense				
6090 · Engineering				
6097 · 156th Street Imprvmnt Proj	1,458.75	10,000.00	-8,541.25	14.6%
6090 · Engineering - Other	26,758.75	65,000.00	-38,241.25	41.2%
Total 6090 · Engineering	28,217.50	75,000.00	-46,782.50	37.6%
6110 · Repairs & Maintenance	134,003.90	1,750,000.00	-1,615,996.10	7.7%
6140 · Legal				
6147 · 156th Street Improvement	0.00	0.00	0.00	0.0%
6140 · Legal - Other	20,945.38	30,000.00	-9,054.62	69.8%
Total 6140 · Legal	20,945.38	30,000.00	-9,054.62	69.8%
6218 · Signs	0.00	2,500.00	-2,500.00	0.0%
6255 · Snow Removal	21,334.00	75,000.00	-53,666.00	28.4%
6256 · 156th St Improvement	0.00	0.00	0.00	0.0%
6270 · Utilities	17,881.78	80,000.00	-62,118.22	22.4%
6560 · Payroll Expnses-Gen Govt/Street				
6562 · Payroll Taxes-Genl Govt/Streets	1,992.14	5,169.00	-3,176.86	38.5%
6560 · Payroll Expnses-Gen Govt/Street - Other	0.00	50.00	-50.00	0.0%

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Cash Basis

City of Bennington, Nebraska
Profit & Loss Budget vs. Actual - STREET
October 2022 through January 2023

	Oct '22 - Jan 23	Budget	\$ Over Budget	% of Budget
Total 6560 · Payroll Expnses-Gen Govt/Street	1,992.14	5,219.00	-3,226.86	38.2%
8900 · Park and Recreation				
8918 · Equipment	687.09	33,000.00	-32,312.91	2.1%
8927 · DUES, SUBSCRIPTIONS, PUBLICATIO	60.00	0.00	60.00	100.0%
8928 · Gas and Oil	874.16	5,800.00	-4,925.84	15.1%
8932 · Health Insurance	3,515.06	8,086.00	-4,570.94	43.5%
8935 · Mileage	24.96	850.00	-825.04	2.9%
8950 · Repairs and Maintenance	6,566.05	30,000.00	-23,433.95	21.9%
8951 · Rprs & Mntnce/City Bldgs	0.00	0.00	0.00	0.0%
8952 · Training	380.00	2,500.00	-2,120.00	15.2%
8978 · Supplies	1,720.99	8,500.00	-6,779.01	20.2%
8980 · Telephone	477.28	1,600.00	-1,122.72	29.8%
8981 · Retirement Plan Contributions	714.07	2,000.00	-1,285.93	35.7%
8982 · Utilities	742.84	8,000.00	-7,257.16	9.3%
8986 · *NEW* Public Works Bldg	2,732.50			
8900 · Park and Recreation - Other	1,302.32	8,000.00	-6,697.68	16.3%
Total 8900 · Park and Recreation	19,797.32	108,336.00	-88,538.68	18.3%
9370 · Salaries-Streets total				
9371 · Full time salaries	25,358.20	54,616.00	-29,257.80	46.4%
9372 · Part time salaries	635.19	10,000.00	-9,364.81	6.4%
Total 9370 · Salaries-Streets total	25,993.39	64,616.00	-38,622.61	40.2%
Total Expense	270,165.41	2,190,671.00	-1,920,505.59	12.3%
Net Ordinary Income	-48,061.85	-1,685,671.00	1,637,609.15	2.9%
Net Income	-48,061.85	-1,685,671.00	1,637,609.15	2.9%

City of Bennington, Nebraska
Profit & Loss Budget vs. Actual - SEWER
 October 2022 through January 2023

	Oct '22 - Jan 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5200 · Charges for Services				
5206 · Sewer Connection Permit Fee	36,608.00	125,000.00	-88,392.00	29.3%
5208 · Sewer Receipts	189,299.00	500,000.00	-310,701.00	37.9%
Total 5200 · Charges for Services	225,907.00	625,000.00	-399,093.00	36.1%
Total Income	225,907.00	625,000.00	-399,093.00	36.1%
Gross Profit	225,907.00	625,000.00	-399,093.00	36.1%
Expense				
5209 · Sewer Fee - MUD Billing Charge	8,158.25			
6090 · Engineering	0.00	5,000.00	-5,000.00	0.0%
6110 · Repairs & Maintenance	0.00	3,000.00	-3,000.00	0.0%
6210 · Sewer Connections	44,946.00	125,000.00	-80,054.00	36.0%
6215 · Sewer - City of Omaha	105,769.31	240,000.00	-134,230.69	44.1%
6220 · People Service Contract	5,240.00	15,720.00	-10,480.00	33.3%
6250 · Locates	0.00	700.00	-700.00	0.0%
Total Expense	164,113.56	389,420.00	-225,306.44	42.1%
Net Ordinary Income	61,793.44	235,580.00	-173,786.56	26.2%
Net Income	<u>61,793.44</u>	<u>235,580.00</u>	<u>-173,786.56</u>	<u>26.2%</u>

CITY OF BENNINGTON
GENERAL EXPENSES BUDGET VS ACTUAL
THRU 1/31/2022
(GOAL 33%)

	ACTUALS	PLANNED		COMMENTS/ UNPLANNED
	12/31/2022	BUDGET	%	EXPENSE/COST SAVING
		12/31/2022	OF BUDGET	
NON PROJECT GENERAL REVENUES (includes Bond Rev)				
PROPERTY TAXES (5002)	\$66,053	\$1,336,597	4.94%	
MOTOR VEHICLE PRO-RATE (5008)		\$600	0.00%	
LOCAL SALES TAX (5010)	\$295,641	\$800,000	36.96%	
IN LIEU OF TAX (5012)	\$45	\$50,000	0.09%	
PROPERTY TAX CREDIT (5101)		\$0	#DIV/0!	
COUNTY LIBRARY FUNDS (5106)		\$70,000	0.00%	
LIBRARY STATE AID (5112)		\$1,600	0.00%	
LIBRARY SALES & FINES & NON DC RESIDENT CHARGE (5201, 5202, 5203)	\$716	\$1,320	54.22%	
CABLE TELEVISION (5204)		\$20,000	0.00%	
PUBLIC HEARING FEES (5205)	\$52,724	\$23,000	229.24%	
LICENSES AND PERMITS (5210, 5211, 5212, 5214, 5216, 5218)	\$3,979	\$6,960	57.17%	
OCCUPATION TAX (5220)		\$0	#DIV/0!	
INTEREST INCOME (5302)	\$1,658	\$3,000	55.26%	
COMMUNITY ROOM RENTS (5304)	\$848	\$2,000	42.38%	
FARM LAND ANNUAL LEASE (5308)		\$0	#DIV/0!	
DONATIONS (5410, 5403, 5402, 5401)	\$5,490	\$7,000	78.43%	
OTHER INCOME (5601, 5600, 5605)	\$7,041	\$0	#DIV/0!	
TOTAL NON PROJECT GENERAL REVENUES	\$434,194	\$2,322,077	18.70%	
NON PROJECT GENERAL EXPENSES				
CITY BREAKDOWN				
ACCOUNTING/AUDIT (6010)	\$10,000	\$28,000	35.71%	
COLLECTION FEES (DOUGLAS COUNTY) (6040)	\$612	\$6,000	10.20%	
ADMIN FEES - STATE OF NE (6041)	\$9,865	\$28,000	35.23%	
DOG CATCHER (6060)		\$280	0.00%	
DUES AND SUBSTRIPTIONS (6070)	\$135	\$8,000	1.69%	
ELECTION EXPENSE (6080)		\$450	0.00%	
ENGINEERING (6090; 6196)	\$111,937	\$200,000	55.97%	
REPAIRS/MAINTENANCE (6110)	\$4,166	\$5,000	83.32%	
INSURANCE/BONDS (6120)	\$913	\$63,000	1.45%	
LEGAL (6140)	\$8,299	\$40,000	20.75%	
TO SCHOOL DISTRICT-OCCUPATION TAX (6160)	\$0	\$1,450	0.00%	
MERITORIOUS AWARDS (6561)	\$1,200	\$1,200	100.00%	
CITY TOTAL	\$147,126	\$381,380	38.58%	
ADMIN OFFICE				
	\$34,687	\$138,176	25.10%	
POLICE				
	\$220,793	\$629,460	35.08%	
FIRE				
	\$96,674	\$193,436	49.98%	
PARKS				
	\$109,362	\$385,149	28.39%	
LIBRARY				
	\$63,431	\$280,217	22.64%	
TOTAL NON PROJECT GENERAL EXPENDITURES	\$672,074	\$2,007,818	33.47%	
Gen'l Fund+ Bond Fund Revenues \$305,633 minus GF Expenditures \$407,040		(\$237,880)		

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

**THRU
1/31/22
(GOAL 33%)**

	ACTUALS	PLANNED	%	COMMENTS/ UNPLANNED
	1/31/2022	1/31/2022	OF BUDGET	EXPENSE/COST SAVING
SEWER REVENUES				
SEWER CONNECT PERMIT FEES (5206)	\$36,608	\$125,000	29.29%	
SEWER RECEIPTS (5208)	\$189,299	\$500,000	37.86%	
TOTAL SEWER REVENUES	\$225,907	\$625,000	36.15%	
SEWER EXPENSES				
SEWER FEE - MUD BILLING CHARGE (5209)	\$8,158	\$0		
ENGINEERING (6090)		\$5,000	0.00%	
REPAIRS & MAINTENANCE (6110)		\$3,000	0.00%	
LEGAL (6140)		\$0	#DIV/0!	
MISCELLANEOUS (6150)		\$0	#DIV/0!	
SEWER CONNECTIONS (6210)	\$44,946	\$125,000	35.96%	
SEWER CITY OF OMAHA (6215)	\$105,769	\$240,000	44.07%	
PEOPLE SERVICES (6220)	\$5,240	\$15,720	33.33%	
LOCATES (6250)		\$700	0.00%	
SEWER REPAIRS & MAINTENANCE (8950)		\$0	#DIV/0!	
REPAIRS & MAINTENANCE (8950)		\$0	#DIV/0!	
Transfer from Sewer to General		\$0	#DIV/0!	
TOTAL SEWER EXPENDITURES	\$164,114	\$389,420	42.14%	
Sewer Rev \$255,907 minus Sewer Exp \$164,114 =	\$61,793			

CITY OF BENNINGTON
STREETS BUDGET VS ACTUAL
THRU 1/31/2022
(GOAL 33%)

	ACTUALS	PLANNED	%	COMMENTS/ UNPLANNED
	12/31/2022	12/31/2022	OF BUDGET	EXPENSE/COST SAVING
STREET REVENUES				
MOTOR VEHICLE FEES (5008)	\$18,332	\$80,000	23%	
HIGHWAY ALLOC (5120)	\$89,481	\$210,000	42.61%	
HIGHWAY ALLOC SALES TAX (5121)	\$33,177	\$85,000	39.03%	
INCENTIVE ALLOCATION (5122)		\$0	#DIV/0!	
ASIP COLLECTION FEES (5207)	\$51,520	\$130,000	39.63%	
MISC STREETS INCOME (5605)	\$29,594	\$0	0.00%	
TOTAL STREET REVENUES	\$222,104	\$505,000	43.98%	
STREET EXPENSES				
ENGINEERING (6093; 6095; 6097; 6090)	\$28,218	\$75,000	37.62%	
DUES AND SUBSCRIPTIONS (6070; 8927)	\$60	\$0	#DIV/0!	
STREET REPAIR & MAINTENANCE (6110)	\$134,004	\$1,750,000	7.66%	
LEGAL MISC & 156TH STREET IMPROVEMENT (6140; 6147)	\$20,945	\$30,000	69.82%	
MISCELLANEOUS (6150)		\$0	#DIV/0!	
SIGN (6218)		\$2,500	0.00%	
SNOW REMOVAL (6255)	\$21,334	\$75,000	28.45%	
156TH STREET IMPROVEMENT (6256)		\$0	#DIV/0!	
LOGEMANN PARK (6266)		\$0	#DIV/0!	
STREET LIGHTING (6270)	\$17,882	\$80,000	22.35%	
PAYROLL TAXES - GEN GOV/STREETS (6560 & 6562)	\$1,992	\$5,219	38.17%	
EQUIPMENT (8918)	\$687	\$33,000	2.08%	
GAS & OIL (8928)	\$874	\$5,800	15.07%	
HEALTH INS (8932)	\$3,515	\$8,086	43.47%	
MILEAGE (8935)	\$25	\$850	2.94%	
GENERAL REPAIRS & MAINTENANCE (8950; 8951)	\$6,566	\$30,000	21.89%	
TRAINING (8952)	\$380	\$2,500	15.20%	
SUPPLIES (8978)	\$1,721	\$8,500	20.25%	
TELEPHONE (8980)	\$477	\$1,600	29.83%	
RETIREMENT PLAN CONTRIBUTIONS (8981)	\$714	\$2,000	35.70%	
PUBLIC WORKS BUILDING (8986)	\$2,733	\$0	#DIV/0!	
UTILITIES (8982)	\$743	\$8,000	9.29%	
SALARIES (9370)(9371 9372)	\$25,993	\$64,616	40.23%	
PARK AND RECREATION OTHER (8900)	\$1,302	\$8,000	16.28%	
TOTAL STREET EXPENDITURES	\$270,165	\$2,190,671	12.33%	
Street Fund Revenues \$222,104 minus Street Expenditures \$270,165				(\$48,062)

ITEM #2 Consent Agenda

City of Bennington
City Council Meeting Minutes
Monday, January 9, 2023; 6:00 P.M.
City Office, 15505 Warehouse Street
Bennington, NE
402-238-2375

Call to Order - Roll Call – Open Meetings Act

Mayor Zac Johns called the regular monthly meeting to order on Monday, January 9, 2023 at 6:00 p.m. In attendance were City Council members Clint Adams, Kaye Bridgeford, Josh Dowding, and Shane Pekny. Mindi Laaker identified the Open Meetings Act location that is available to the public.

Approval of Consent Agenda

- A. December 12, 2022 City Council Regular Meeting Minutes
- B. December 2022 Bills Paid
- C. Keno Receipts: December 8.75%: \$7,273.86
- D. JEO Consulting Invoices for:
 - i. General Engineering Invoice No. 137503 for \$5,075.00
 - ii. Tim Ohrt Park Improvements Invoice No. 137504 for \$1,923.75
 - iii. 156th Street Admin Services Invoice No. 137502 for \$162.50
 - iv. Public Works Building Prelim Design Invoice No. 137754 for \$2,720.00
 - v. Neumeyer Farm Phase 1 Invoice No. 137505 for \$1,823.75
 - vi. Warehouse Street Improvements Invoice No. 137506 for \$8,132.25
 - vii. Bennington Road Program Invoice No. 137598 for \$3,000.00
- E. Olsson Invoices for Neumeyer Farm Park:
 - i. Invoice No. 442341 for \$22,956.75

BILLS PAID IN DECEMBER

CITY

BANK OF BENNINGTON	250.00
JACOB CONLEY	300.00
LISA FLAXBEARD	300.00
ANDREW HILSCHER	300.00
MINDI LAAKER	300.00
ABE'S TRASH SERVICE, INC.	35.00
ALL MAKES OFFICE EQUIPMENT CO.	105.42
MUD	69.60
NEBRASKA DEPT OF REVENUE	1,954.53
U.S. DEPT OF TREASURY	196.60
BANK OF BENNINGTON	7,490.00
COX BUSINESS SERVICES	165.30
OFFICE DEPOT, INC	65.81
YOUNG & WHITE LAW OFFICES	2,548.22
OLD REPUBLIC SURETY GROUP	100.00
NEBRASKA MUNICIPAL CLERKS ASSOC.	100.00

EDWARD JONES	1,901.75
U.S. DEPT OF TREASURY	6,831.56
RATINA CRAWFORD	569.64
MINDI LAAKER	1,548.19
EDWARD JONES	1,917.83
U.S. DEPT OF TREASURY	5,474.14
RATINA CRAWFORD	517.21
MINDI LAAKER	1,572.34
OLSSON	19,620.69
JEO CONSULTING, INC	6,121.25
BLUE CROSS BLUE SHIELD OF NEBRASKA	745.14
OPPD	298.95
ALL MAKES	22.76
I3 BANK	20.00
CITY TOTAL	61,441.93

SEWER

ONE CALL CONCEPTS	37.78
PEOPLE SERVICES	1,310.00
SEWER TOTAL	1,347.78

LIBRARY

ABE'S TRASH SERVICE, INC.	72.50
COX BUSINESS SERVICES	72.35
INGRAM	325.92
JESSICA ROWE-DESILVA	200.00
MUD	162.40
MENARDS - ELKHORN	527.63
ALL MAKES OFFICE EQUIPMENT CO	124.32
COX BUSINESS SERVICES	180.00
INGRAM	35.27
PRESTO-X	23.73
SAM'S CLUB MC/SYNCB	402.82
LISA FLAXBEARD	1,427.88
NATALIE HARTLEY	611.29
KATHRYN HUMPHREYS	1,223.24
SHAY SNOW	885.31
LYNN BARNA	88.14
LISA FLAXBEARD	1,465.00
NATALIE HARTLEY	407.52
KATHRYN HUMPHREYS	1,217.46
SHAY SNOW	700.82

LARRY ASH	100.00
JESSICA ROWE-DESILVA	312.50
PRESTO-X	23.73
BLUE CROSS BLUE SHIELD OF NEBRASKA	745.14
WILDLIFE ENCOUNTERS	295.00
OPPD	138.60
AMAZON CREDIT PLAN	670.40
BAKER & TAYLOR BOOKS	221.84
INGRAM	177.51
STRATEGIC ELECTRIC GROUP, LLC	135.00
LIBRARY TOTAL	12,973.32

POLICE

ABE'S TRASH SERVICE, INC.	30.00
M&M QUALITY CONTRACTORS	240.00
METROPOLITAN CHIEFS ASSOCIATION	150.00
MUD	162.40
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	50.00
VERIZON	247.80
2 MEN AND A SHOP	385.32
COX BUSINESS SERVICES	170.91
PRESTO-X	41.81
MORROW & ASSOCIATES	50.00
ANDREW HILSCHER	136.40
CALEB CHVALA	1,540.00
JOSHUA DAMME	1,098.98
ANDREW HILSCHER	2,242.36
ROBERT JONES	223.49
GREGORY KELLY	3,416.51
DONALD MCGUIRE	264.12
DANIEL STOCKER	1,780.25
ABIGAIL WARREN	36.72
CALEB CHVALA	1,671.98
JOSHUA DAMME	1,553.02
ANDREW HILSCHER	2,203.43
DONALD MCGUIRE	162.54
DANIEL STOCKER	1,996.36
ABIGAIL WARREN	29.36
CUBBY'S	1,138.00
PRESTO-X	41.81
GALLS, LLC	81.94
GREAT PLAINS UNIFORMS	64.49

BLUE CROSS BLUE SHIELD OF NEBRASKA	5,742.50
OPPD	259.49
IDEAL PURE WATER	62.49
MUD	276.00
SUNSET LAW ENFORCEMENT	2,179.10
POLICE TOTAL	29,729.58

PARKS

JOHN BOHRER	55.36
JELINEK ACE HARDWARE	5.76
ABE'S TRASH SERVICE, INC.	381.00
COX BUSINESS SERVICES	31.94
MUD	209.58
NAPA AUTO PARTS	42.19
VERIZON	21.29
HOME DEPOT CREDIT SERVICES	1,910.57
MENARDS - ELKHORN	18.75
CUBBY'S	171.86
NEBRASKA STATE FIRE MARSHALL	60.00
SUNBELT RENTALS, INC.	104.85
GREAT PLAINS NURSERY	942.25
CARTER BEHNKEN	181.64
JOHN BOHRER	1,180.15
DEREK BRECHBILL	1,486.44
TRISTEN BUHRMAN	168.12
JACOB CONLEY	2,134.84
JOHN BOHRER	1,222.18
DEREK BRECHBILL	1,517.74
TRISTEN BUHRMAN	23.55
JACOB CONLEY	2,115.61
BLUE CROSS BLUE SHIELD OF NEBRASKA	803.38
OPPD	458.05
NEBRASKA GREAT PLAINS CONFERENCE	200.00
STRATEGIC ELECTRIC GROUP, LLC	100.00
PARKS TOTAL	15,547.10

STREETS

JOHN BOHRER	55.37
JELINEK ACE HARDWARE	5.76
COX BUSINESS SERVICES	31.95
HARSIN BUILT CONSTRUCTION	3,753.00
NAPA AUTO PARTS	42.20

VERIZON	21.30
HOME DEPOT CREDIT SERVICES	270.58
MENARDS - ELKHORN	18.75
CUBBY'S	171.86
NEBRASKA STATE FIRE MARSHALL	60.00
SUNBELT RENTALS, INC.	104.85
YOUNG & WHITE LAW OFFICES	6,179.33
GREAT PLAINS NURSERY	942.25
JEO CONSULTING, INC	1,195.00
TR CONSTRUCTION	14,360.22
BLUE CROSS BLUE SHIELD OF NEBRASKA	803.38
OPPD	4,594.40
GIFF PROPERTY SERVICES	3,500.00
STREETS TOTAL	36,110.20

CITY	61,441.93
SEWER	1,347.78
LIBRARY	12,973.32
POLICE	29,729.58
PARKS	15,547.10
STREETS	<u>36,110.20</u>
TOTAL OF ALL BILLS	157,149.91

Motion by Adams, second by Bridgeford to approve the Consent Agenda. All voted in favor and the motion carried.

Planning Commission Appointment of Haime Dias to a Two-Year Term

Motion by Pekny, second by Dowding to approve Dias to the Planning Commission. All voted in favor and the motion carried.

Peddler Permit Application for Everlight Solar, Door-to-Door Sales for 1 Week

Motion by Bridgeford, second by Pekny to approve the peddler permit as presented. All voted in favor and the motion carried.

Ordinance No. 515 Vacating a Portion of North 149th Circle

Motion by Dowding, second by Pekny to introduce and waive three readings of Ordinance No. 515 AN ORDINANCE VACATING A PORTION OF NORTH 149TH CIRCLE IN SECTION 11, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M. IN DOUGLAS COUNTY, NEBRASKA, AND WITHIN THE CORPORATE LIMITS OF THE CITY OF BENNINGTON, NEBRASKA. All voted in favor and the motion carried.

Motion by Dowding, second by Bridgeford to approve Ordinance No. 515. All voted in favor and the motion carried.

156th Street, Centennial Park and Parking Lot Lighting

Motion by Pekny, second by Dowding to approve Final Pay Application #2 to Strategic Electric Group for \$7,595.25. All voted in favor and the motion carried.

Neumeyer Farm Park Project – Final Plan Presentation and Authorization to Advertise for Bids

City Engineer Julie Ogden and Kayla Meyer of the Olsson Studio presented and explained the final plan designs, the opinion of probable construction costs, and bid and construction alternatives. Motion by Dowding, second by Pekny to approve authorization to advertise for bids including site and field grading, hardscape parking and irrigation. All voted in favor and the motion carried.

An Agreement between the City of Bennington, Bennington Community Foundation and the Bennington Soccer Club will formalize the function of each entity including property management, planning, and grant money and pledges.

Downtown Parking

Additional parking concepts were discussed and other options will continue to be explored.

Library, Police, Public Works, Office and Project Tracker Reports

All monthly reports are on file in the City Office.

Adjourn

Motion by Bridgeford, second by Dowding to adjourn the meeting at 6:50 p.m. All voted in favor and the motion carried.

BILLS PAID IN JANUARY**CITY**

AUTO	I3 BANK	3,000.00	HSA
AUTO	NEBRASKA DEPT OF REVENUE	428.66	
AUTO	NEBRASKA DEPT OF REVENUE	2,064.00	
20240	ALL MAKES OFFICE EQUIPMENT CO	131.42	
20241	BLUE CROSS BLUE SHIELD	745.14	
20246	MUD	69.60	
20247	MUTUAL OF OMAHA	78.27	
20248	MUTUAL OF OMAHA	69.27	
20249	MUTUAL OF OMAHA	175.61	
20258	ANDREW HILSCHER	12.24	
20259	BENNINGTON SUBURBAN FIRE DISTRICT #7	48,337.00	
20263	ABE'S TRASH SERVICE, INC.	35.00	
DD	RATINA CRAWFORD	574.51	
DD	MINDI LAAKER	1,563.01	
AUTO	EDWARD JONES	1,917.83	
AUTO	U.S. DEPT OF TREASURY	4,842.36	
AUTO	NEBRASKA WORKFORCE DEVELOPMENT	50.15	
AUTO	I3 BANK	185.00	HSA
20267	COX BUSINESS SERVICES	166.12	
20272	MINDI LAAKER	56.98	REIMBURSEMENT
20287	L.C. SERVICES	19.00	
20289	OFFICE DEPOT, INC	71.21	
20290	OLSSON	22,956.75	
20292	YOUNG & WHITE LAW OFFICES	1,194.80	
20293	JEO CONSULTING, INC.	11,542.50	
20294	U.S. POSTAL SERVICE	120.00	
20295	I3 BANK	480.00	
DD	RATINA CRAWFORD	399.62	
DD	MINDI LAAKER	1,561.99	
AUTO	EDWARD JONES	1,901.75	
AUTO	U.S. DEPT OF TREASURY	4,747.20	
AUTO	I3 BANK	185.00	HSA
20302	OPPD	296.53	
20306	TOWN WEB, LLC	33.33	
20309	MINDI LAAKER	27.45	
20312	ALL MAKES OFFICE EQUIPMENT CO	185.37	
20313	BERGANKDV, LLC	10,000.00	
20314	BLUE CROSS BLUE SHIELD	745.14	
20317	DOUGLAS COUNTY POST GAZETTE	1,351.69	
	CITY TOTAL	122,321.50	

SEWER

20242	CITY OF OMAHA CASHIER	26,757.07	
20261	CITY OF OMAHA	24,552.00	
20270	ONE CALL CONCEPTS	25.44	
20282	CITY OF OMAHA CASHIER	23,608.92	
20303	PEOPLE SERVICE	1,310.00	
	SEWER TOTAL	76,253.43	

LIBRARY

20241	BLUE CROSS BLUE SHIELD	745.14	
20245	JESSICA ROWE-DESILVA	75.00	
20246	MUD	162.40	
20247	MUTUAL OF OMAHA	123.49	
20248	MUTUAL OF OMAHA	105.49	
20249	MUTUAL OF OMAHA	97.76	
20263	ABE'S TRASH SERVICE, INC.	72.50	
20265	BAKER & TAYLOR BOOKS	414.05	
DD	EMMA BOARDMAN	131.94	
DD	LISA FLAXBEARD	1,464.52	
DD	NATALIE HARTLEY	649.79	
DD	KATHRYN HUMPHREYS	1,178.12	
DD	SHAY SNOW	409.42	
20267	COX BUSINESS SERVICES	252.21	
20271	PRESTO-X	23.73	

20274	ALL MAKES OFFICE EQUIPMENT CO	153.79	
20278	ALL MAKES	9.71	
20279	BAKER & TAYLOR BOOKS	41.60	
20283	DEREK BRECHBILL	18.55	REIMBURSEMENT
20286	JESSICA ROWE-DESILVA	237.50	
20287	L.C. SERVICES	51.00	
20291	SAM'S CLUB MC/SYNCB	171.53	
DD	EMMA BOARDMAN	53.33	
DD	LISA FLAXBEARD	1,463.51	
DD	KATHRYN HUMPHREYS	1,048.74	
DD	NATALIE HARTLEY	479.53	
DD	SHAY SNOW	570.60	
20296	AMAZON CREDIT PLAN	107.66	
20298	FINDAWAY WORLD, LLC.	144.97	
20300	INGRAM	20.69	
20302	OPPD	138.60	
20311	NATALIE HARTLEY	64.00	
20314	BLUE CROSS BLUE SHIELD	745.14	
20315	COX BUSINESS SERVICES	73.08	
20320	JESSICA ROWE-DESILVA	200.00	
20322	THE LIBRARY STORE	56.64	
20327	AMAZON CAPITAL SERVICES	237.25	
	LIBRARY TOTAL	11,992.98	

POLICE

20241	BLUE CROSS BLUE SHIELD	5,742.50	
20244	GENERAL FIRE AND SAFETY EQUIPMENT COMPANY	108.00	
20246	MUD	162.40	
20247	MUTUAL OF OMAHA	266.54	
20248	MUTUAL OF OMAHA	239.54	
20249	MUTUAL OF OMAHA	450.72	
20250	NEBRASKA LAW ENFORCEMENT TRAINING CENTER	165.00	
20251	SABER TORCH	315.63	
20252	SUNSET LAW ENFORCEMENT	385.68	
20253	VERIZON	247.71	
20257	SAYLER SCREENPRINTING	76.00	
20258	ANDREW HILSCHER	48.19	
20260	KOSISKI AUTO PARTS	290.00	
20263	ABE'S TRASH SERVICE, INC.	30.00	
20264	BADGE AND WALLET	165.95	
DD	CALEB CHVALA	1,631.18	
DD	ANDREW HILSCHER	2,226.57	
DD	ROBERT JONES	162.54	
DD	DONALD MCGUIRE	162.54	
DD	DANIEL STOCKER	2,009.20	
DD	ABIGAIL WARREN	47.73	
20266	CONSOLIDATED MANAGEMENT CO.	1,557.76	
20267	COX BUSINESS SERVICES	169.96	
20268	GALLS, LLC	264.31	
20269	MUD	138.00	
20271	PRESTO-X	41.81	
20276	ROBERT JONES	340.53	REIMBURSEMENT
20277	2 MEN AND A SHOP	3,483.17	
20280	BELLEVUE UNIVERSITY	2,290.00	
20288	FBI NATIONAL COMMAND COURSE ASSOCIATION	50.00	
20289	OFFICE DEPOT, INC	102.76	
DD	CALEB CHVALA	1,773.09	
DD	ANDREW HILSCHER	2,225.54	
DD	JAYME IVERSEN	290.00	
DD	DANIEL STOCKER	1,816.32	
DD	ABIGAIL WARREN	44.05	
DD	MARK WILKINS	142.22	
20299	IDEAL PURE WATER	63.49	
20302	OPPD	487.25	
20304	CHIEF TIM LARDINO, PCAN TREASURER	60.00	
20310	CALEB CHVALA	426.93	
20314	BLUE CROSS BLUE SHIELD	5,742.50	
20316	CUBBY'S	825.75	
20318	GREAT PLAINS UNIFORMS	166.49	
20321	OFFICE DEPOT, INC	199.99	
20323	VERIZON	247.77	

20324	CONNER PSYCHOLOGICAL SERVICES	385.00
20325	SCHMIDT MOTORSPORTS	1,978.44
20326	JOHN JONES AUTOMOTIVE GROUP	62,602.00

POLICE TOTAL 102,848.84

PARKS

20241	BLUE CROSS BLUE SHIELD	803.38
20243	COX BUSINESS SERVICES	39.32
20244	GENERAL FIRE AND SAFETY EQUIPMENT COMPANY	132.37
20246	MUD	301.37
20247	MUTUAL OF OMAHA	234.72
20248	MUTUAL OF OMAHA	210.87
20249	MUTUAL OF OMAHA	97.76
20253	VERIZON	21.28
20254	MENARDS	15.66
20258	ANDREW HILSCHER	6.12
20262	BOHN CONSTRUCTION, INC	14,400.00
20263	ABE'S TRASH SERVICE, INC.	381.00
DD	JOHN BOHRER	1,230.59
		PARKS - 839.10
		STREETS - 1398.50
DD	DEREK BRECHBILL	1,527.95
		PARKS - 1175.96
		STREETS - 858.14
DD	TRISTEN BUHRMAN	124.28
		STREET - 135.00
DD	JACOB CONLEY	2,128.36
		PARKS - 1168.81
		STREETS - 1561.26
20273	JOHN BOHRER	55.71
20275	CUBBY'S	116.66
20284	HOME DEPOT CREDIT SERVICES	139.57
20285	STRATEGIC ELECTRIC GROUP, LLC	3,797.62
DD	JOHN BOHRER	1,229.58
		PARKS 671.28
		STREETS 1566.32
DD	DEREK BRECHBILL	1,486.94
		PARKS 845.42
		STREETS 1188.68
DD	JACOB CONLEY	2,128.36
		PARKS 1160.28
		STREETS 1569.79
20301	MENARDS	73.10
20302	OPPD	498.27
20307	VOXX EXCAVATING, LLC	2,732.50
20308	JOHN BOHRER	197.28
		REIMBURSEMENT
20314	BLUE CROSS BLUE SHIELD	803.38
20315	COX BUSINESS SERVICES	46.39
20319	HOME DEPOT CREDIT SERVICES	211.50
20323	VERIZON	21.29

PARKS TOTAL 35,193.18

STREETS

20241	BLUE CROSS BLUE SHIELD	803.38
20243	COX BUSINESS SERVICES	39.33
20244	GENERAL FIRE AND SAFETY EQUIPMENT COMPANY	132.38
20249	MUTUAL OF OMAHA	97.76
20253	VERIZON	21.28
20254	MENARDS	15.65
20255	HARSIN BUILT CONSTRUCTION	17,581.00
20258	ANDREW HILSCHER	6.12
20273	JOHN BOHRER	55.71
20275	CUBBY'S	116.65
20281	CITY OF OMAHA CASHIER	700.00
20284	HOME DEPOT CREDIT SERVICES	139.56
20285	STRATEGIC ELECTRIC GROUP, LLC	3,797.63
20292	YOUNG & WHITE LAW OFFICES	5,407.20
20293	JEO CONSULTING, INC.	11,294.75
20297	ENV. DUST CONTROL OF THE MIDWEST	4,683.57
20301	MENARDS	73.11
20302	OPPD	4,645.01
20305	STRATEGICE ELECTRIC GROUP, LLC	5,625.00
20307	VOXX EXCAVATING, LLC	2,732.50
20308	JOHN BOHRER	197.28
		REIMBURSEMENT
20314	BLUE CROSS BLUE SHIELD	803.38

20315	COX BUSINESS SERVICES	46.40
20319	HOME DEPOT CREDIT SERVICES	211.50
20323	VERIZON	21.29
	STREETS TOTAL	59,247.44

	CITY	122,321.50
	SEWER	76,253.43
	LIBRARY	11,992.98
	POLICE	102,848.84
	PARKS	35,193.18
	STREETS	59,247.44
	TOTAL OF ALL BILLS	407,857.37

GENERAL DEPOSITS

6-Jan	OFFICE DEPOSIT	713.57
10-Jan	STATE OF NEBRASKA - HWY ALLOCATION	23,558.05
12-Jan	STATE OF NEBRASKA - GENERAL	37,838.40
12-Jan	STATE OF NEBRASKA - BOND	15,846.96
13-Jan	OFFICE DEPOSIT	7,195.35
20-Jan	OFFICE DEPOSIT	54,546.92
23-Jan	STATE OF NEBRASKA - SALES TAX	86,831.20
26-Jan	STATE OF NEBRASKA - NDOT REIMBURSEMENT	29,593.51
27-Jan	OFFICE DEPOSIT	456.80
31-Jan	TIM OHRT SAVINGS ACCOUNT CLOSED	24,784.38
	DEPOSITS TOTAL	281,365.14

DIFFERENCE -126,492.23

5-Jan	<i>KENO DEPOSIT</i>	4,047.60
18-Jan	<i>KENO DEPOSIT</i>	3,457.17



Invoice

January 5, 2023
Project No: R090034.03
Invoice No: 138382
Invoice Amount: 6,062.50

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

Project Manager Tyler Hevlin
Project R090034.03 Bennington General Engineering

Professional Services through December 30, 2022

- See Attached Billing Backup for a Breakdown of Time

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly Phase(s)					
2022 General Engineering			\$89,299.35	\$83,236.85	\$6,062.50
Total			\$89,299.35	\$83,236.85	\$6,062.50
Total Amount Due Upon Receipt :					\$6,062.50

Outstanding Invoices

Number	Date	Balance
137503	12/7/2022	5,075.00
Total		5,075.00

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

Billing Backup

Thursday, January 5, 2023

JEO Consulting Group, Inc.

Invoice 138382 Dated 1/5/2023

10:41:01 AM

Project	R090034.03	Bennington General Engineering		
Phase	2022	2022 General Engineering		
Task	001	General Engineering, Meetings, Etc.	Total this Task	\$3,850.00
Task	005	Planning and Zoning Assistance	Total this Task	\$732.50
Task	017	Kempton Creek	Total this Task	\$1,480.00
			Total this Phase	\$6,062.50
			Total this Project	\$6,062.50
			Total this Report	\$6,062.50



Invoice

January 5, 2023
Project No: R090034.07
Invoice No: 138383
Invoice Amount: 373.75

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

Project Manager Julie Borchers
Project R090034.07 Bennington Tim Ohrt Park Access Road, Parking and Site Improvements
Professional Services through December 30, 2022

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly Phase(s)					
Preliminary Design			\$15,000.00	\$15,000.00	0.00
Final Design			\$11,987.50	\$11,987.50	0.00
Bidding & Negotiation			\$3,473.75	\$3,473.75	0.00
Construction Administration			\$10,793.75	\$10,570.00	\$223.75
RPR			\$4,765.00	\$4,615.00	\$150.00
Total			\$46,020.00	\$45,646.25	\$373.75
Total Amount Due Upon Receipt :					\$373.75

Outstanding Invoices

Number	Date	Balance
137504	12/7/2022	1,923.75
Total		1,923.75

Email invoice to: clerk@benningtonne.com



Invoice

January 5, 2023
Project No: R050728.00
Invoice No: 138381
Invoice Amount: 486.25

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

Project Manager Tyler Hevlin
Project R050728.00 Bennington 156th Street Administration Services

Professional Services through December 30, 2022

- Coordination with NDOT on invoicing
Final site review of pavement markings with NDOT

Table with 5 columns: Hourly Phase(s), Contract Amount, Percent Complete, Billed-to-Date, Previous Billing, Current Billing. Rows include Study and Report, Administration and Assistance, Condemnation Hearing Services, Construction Staking for Utility Relocations, and Total.

Summary table with 4 columns: Billings to Date, Current, Prior, Total. Values: 486.25, 157,865.50, 158,351.75.

Summary table for Outstanding Invoices with 4 columns: Number, Date, Balance, Total. Values: 137502, 12/7/2022, 162.50, 162.50.

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

Billing Backup

Thursday, January 5, 2023

JEO Consulting Group, Inc.

Invoice 138381 Dated 1/5/2023

10:38:10 AM

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

Hours this Invoice

			Hours		Amount
63 - Borchers, Julie	12/6/2022		.25	185.00	46.25
coordination with Son					
63 - Borchers, Julie	12/19/2022		2.25	185.00	416.25
pavement marking review with NDOT					
1 - Divis, Sarah	12/7/2022		.25	95.00	23.75
	Totals		2.75		486.25
	Total Labor				486.25

Total this Phase \$486.25**Total this Project \$486.25****Total this Report \$486.25**



Invoice

January 12, 2023
Project No: R220296.00
Invoice No: 138522
Invoice Amount: 3,650.00

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

Project Manager Corey Brodersen
Project R220296.00 Bennington Public Works Building Prelim Design
Professional Services through December 30, 2022

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Programming and Preliminary Design	\$36,500.00	95 %	\$34,675.00	\$31,025.00	\$3,650.00
Hourly Phase(s)					
Additional Services – Survey & Site Design			\$2,300.00	\$2,300.00	0.00
Total	\$36,500.00		\$36,975.00	\$33,325.00	\$3,650.00
Total Amount Due Upon Receipt :					\$3,650.00

Outstanding Invoices

Number	Date	Balance
137754	12/14/2022	2,720.00
Total		2,720.00

Email invoices to: clerk@benningtonne.com



Invoice

January 5, 2023
Project No: R090034.09
Invoice No: 138385
Invoice Amount: 1,423.75

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

Project Manager Julie Borchers
Project R090034.09 Bennington Nuemeyer Farms Phase 1 - Project Management
Professional Services through December 30, 2022

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly Phase(s)					
Project Coordination-Management			\$4,747.50	\$3,873.75	\$873.75
Grant Administration			\$600.00	\$250.00	\$350.00
Meetings			\$450.00	\$250.00	\$200.00
Total			\$5,797.50	\$4,373.75	\$1,423.75
Total Amount Due Upon Receipt :					\$1,423.75

Outstanding Invoices

Number	Date	Balance
137505	12/7/2022	1,823.75
Total		1,823.75

Email invoice to: clerk@benningtonne.com



Invoice

January 5, 2023
Project No: R090034.08
Invoice No: 138384
Invoice Amount: 100.00

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

Project Manager Julie Borchers
Project R090034.08 Bennington 156th Street Lighting south of Warehouse Street
Professional Services through December 30, 2022

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly Phase(s)					
Final Design			\$12,675.00	\$12,675.00	0.00
Bidding and Negotiation			\$1,853.75	\$1,853.75	0.00
Construction Administration			\$722.50	\$622.50	\$100.00
Total			\$15,251.25	\$15,151.25	\$100.00
Total Amount Due Upon Receipt :					\$100.00

Email invoice to: clerk@benningtonne.com

Invoice

olsson

601 P St Suite 200
 PO Box 84608
 Lincoln, NE 68501-4608
 Tel 402.474.6311, Fax 402.474.5063

January 17, 2023
 Invoice No: 446008

City of Bennington NE
 PO Box 221
 Bennington, NE 68007-0221

Invoice Total	\$33,622.50
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Olsson Project # 022-04530 Bennington Neumeyer Park
 Professional services rendered through December 31, 2022 for work completed in accordance with agreement dated July 6, 2022.

Phase	200	Design Development Plans				
Fee						
Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing	
Design Development Plans	21,500.00	100.00	21,500.00	21,500.00	0.00	
Total Fee	21,500.00		21,500.00	21,500.00	0.00	
Subtotal					0.00	
Reimbursable Expenses						
Personal Vehicle Mileage				22.50		
Total Reimbursables				22.50	22.50	
Total this Phase					\$22.50	

Phase	300	Construction Documents				
Fee						
Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing	
Construction Documents	48,000.00	70.00	33,600.00	0.00	33,600.00	
Total Fee	48,000.00		33,600.00	0.00	33,600.00	
Subtotal					33,600.00	
Total this Phase					\$33,600.00	

Phase	400	Construction Administration Services				
Fee						
Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing	
Construction Administration	15,000.00	0.00	0.00	0.00	0.00	
Total Fee	15,000.00		0.00	0.00	0.00	

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	022-04530	Bennington Neumeyer Park	Invoice	446008
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Subtotal 0.00

Total this Phase 0.00

AMOUNT DUE THIS INVOICE \$33,622.50

Outstanding Invoices

Number	Date	Balance
442341	12/13/2022	22,956.75
Total		22,956.75

Email Invoice to: clerk@benningtonne.com

Authorized By: Kayla Meyer

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

ITEM #3

Street Closings

City of Bennington

238-2375

Bennington, NE

STREET CLOSING OR EVENT
PERMIT APPLICATION

1. Name of event/activity: G.F.A.R.s Car Show

2. Date(s) of event: Sunday, May 28, 2023

3. Description of event: Car Show

4. Name of entity and/or person requesting permit: Greater Elkhorn Area Rods
Car Club

5. Phone number & name of contact person: Ron Brown 402-660-8935

6. Event Location: 156th & Warehouse St east to S 2nd & 153rd 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? for classic
cars to be displayed

9. If street(s) need to be closed, which streets? 156th & Warehouse St to
S 2nd St + 153rd St.

10. Hours of the event or street closing: 9am - 6pm

11. Estimated number of people attending the event: 200

12. Parking accommodations/needs: SW surrounding areas for
spectators

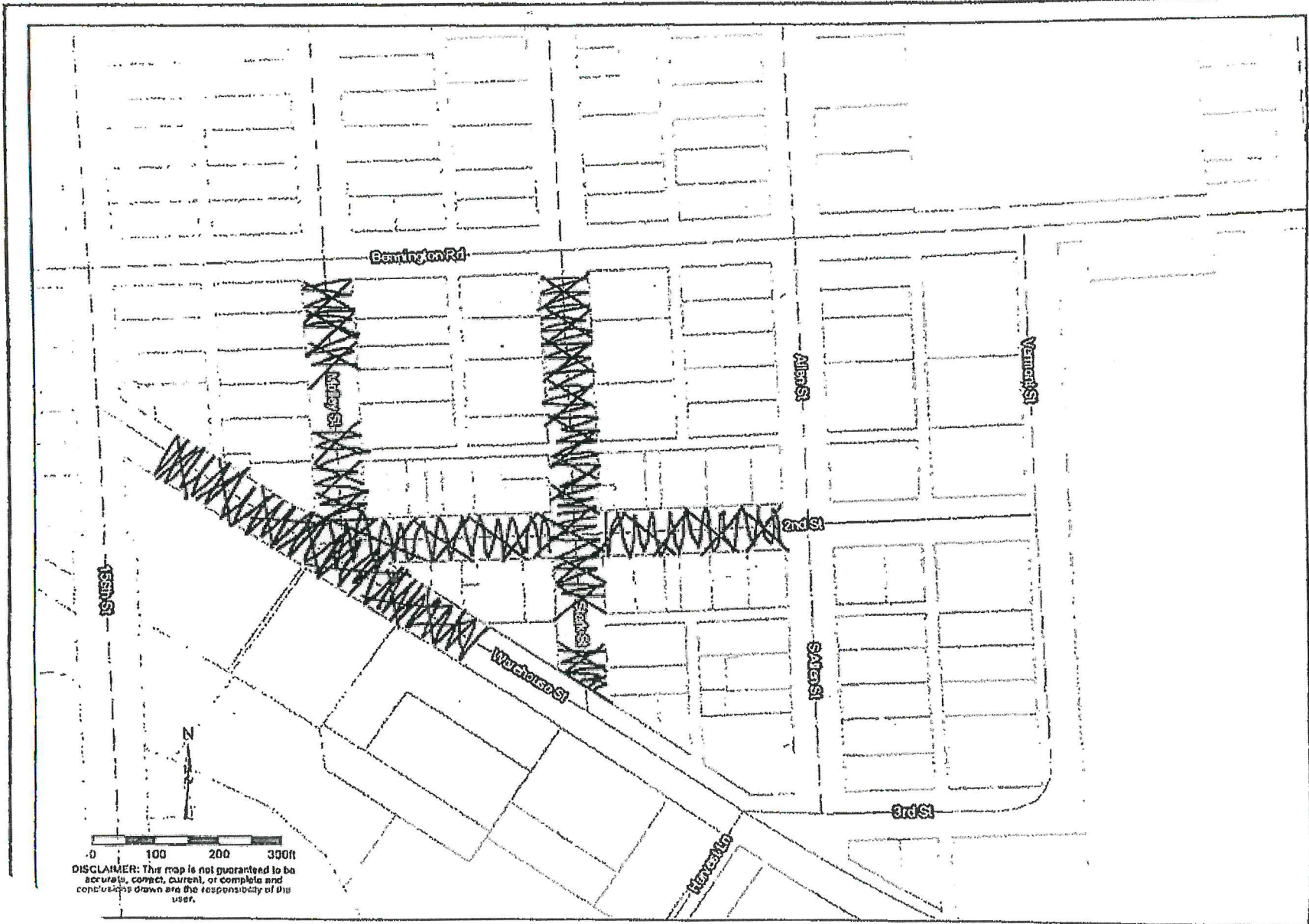
13. Describe the sanitation and other health facilities that will be available to persons
attending the event: We can rent portaJohns

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:	This area for City Office Use	Applicable Fees:
Council: _____		\$50 per application
Police Dept: _____		\$10 per block
Maintenance Dept: _____		
Fire Dept: _____		



DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

Vermont St

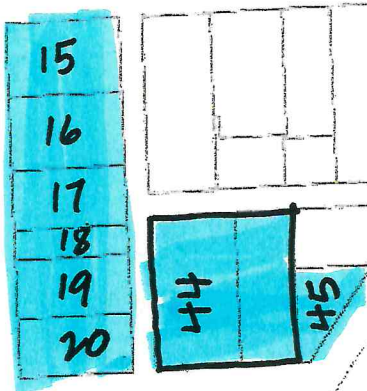
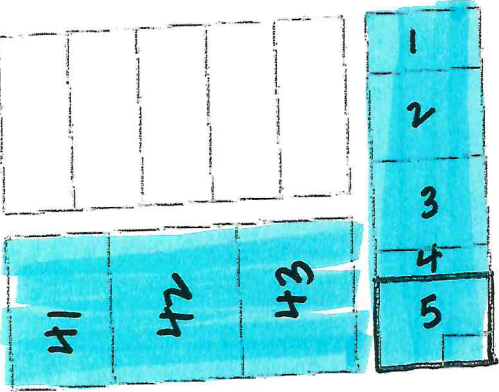
S 3rd St

N Allen St

S Allen St

S 2nd St

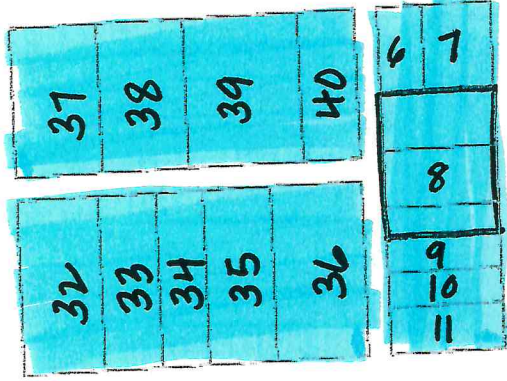
W 2nd St



N Stark St

S Stark St

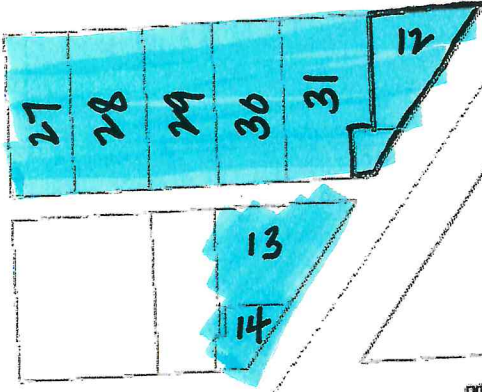
Bentley Court



Warehouse St

N Moley St

S Moley St



N 15th St



DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

NORTH SIDE (EAST TO WEST) DOWNTOWN PROPERTY OWNERS

<u>Property Address</u>	<u>Business</u>	<u>Property Owner</u>	<u>Owner Approval/Action Taken</u>
1. 112 S Allen St		Martin Sloup	
2. 15308 S Second St		Sammy Maddelena	
3. 15312 S Second St	American Legion		
4. 15316 N. Second St	Foundry Home Investment		
5. 15324 S Second St		Darrell Logemann	
6. 132 S Stark St	Paul Bacino		
7. 15402 S Second St	Robert McKelvie		
8. 15408 S Second St	JDUB'S	Revers Construction	
9. 15416 S Second St		Rever Homes	
10. 15420 S Second St	Tkaczuk		
11. 15424 S Second St		Adelyne Backhuus	
12. 15514 Warehouse St		J & R Store More	
13. 15520 Warehouse St	Finken & Associates	Neal Finken	
14. 11505 N 156 St	Three Timbers	G & J Properties	

SOUTH SIDE (EAST TO WEST) DOWNTOWN PROPERTY OWNERS

<u>Property Address</u>	<u>Business</u>	<u>Property Owner</u>	<u>Owner Approval/Action Taken</u>
15. 15303 S Second St	Janssen Funeral/Cremation		
16. 15307 S Second St		Nicholas Kocol	
17. 15311 S Second St		Tessandra Bascom-Nielsen	
18. 15313 S Second St		James Bridgeford	
19. 15317 S Second St		Dannie Jensen	
20. 15323 S Second St	NE Realty / Salon Sass	Bruce Johnson	
21. 15407 S Second St	Koala T Daycare		
22. 15409 S Second St	Nate's Stumble Inn	Romonojo Enterprises	
23. 15411 S Second St		Brad Luchsinger	
24. 15414 S Warehouse St		BPN Investments	
25. 15417 S Second St	T & R Auto	Rob Hamilton	
26. 15409 Warehouse St.	A-Bees Self Storage	Doug Stephens	

ADDITIONAL PROPERTY OWNERS

<u>Property Address</u>	<u>Business</u>	<u>Property Owner</u>	<u>Owner Approval/Action Taken</u>
27. 102 S Molley St		Auch Farms	
28. 106 S Molley St		Eileen Heitman	
29. 110 S Molley St		Mandy Henrickson	
30. 114 S Molley St		RLJA	
31. 118 S Molley St		Dale Smith	
32. 101 S Molley St		Wayne Moeller	
33. 105 S Molley St		Dexter Properties	
34. 109 S Molley St		Barbara Robinson	
35. 113 S Molley St		Doug Stephens	
36. 117 S Molley St		Tracy Sothman	
37. 104 S Stark St		Zac Johns	
38. 112 S Stark St		Rob Hamilton	
39. 118 S Stark St		Ed Menard	
40. 124 S Stark St	USPS	Laydal Inv Corp	
41. 103 S Stark St		Matthew Long	
42. 113 S Stark St		Susan Shellenberger	
43. 121 S Stark St		Jeremy Havekost	
44. 209 S Stark St	C & C Complete		
45. 2170 S Stark St		Dexter Properties	

STREET CLOSING OR EVENT PERMIT APPLICATION

- 1. Name of event/activity: 15th ANNUAL BENNINGTON CAR SHOW
- 2. Date(s) of event: SEPTEMBER 3, 2023
- 3. Description of event: CAR/TRUCK/MOTORCYCLE SHOW
- 4. Name of entity and/or person requesting permit: MIDWEST EARLY CORVETTE CLUB
- 5. Phone number & name of contact person: 402-218-5055 STEVEN YOUNGBERG
- 6. Event Location: MAIN STREET + SOME STREETS FROM ALLEN ST TO 156th ST, STARK ST, ^{NORTH} MOLLEY ST. ^{NORTH}
(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? DISPLAY CARS, TRUCKS MOTORCYCLE,
- 9. If street(s) need to be closed, which streets? SEE ABOVE
- 10. Hours of the event or street closing: 6 AM to 4 PM
- 11. Estimated number of people attending the event: 200 CARS -
- 12. Parking accommodations/needs: CAR DISPLAY STREETS

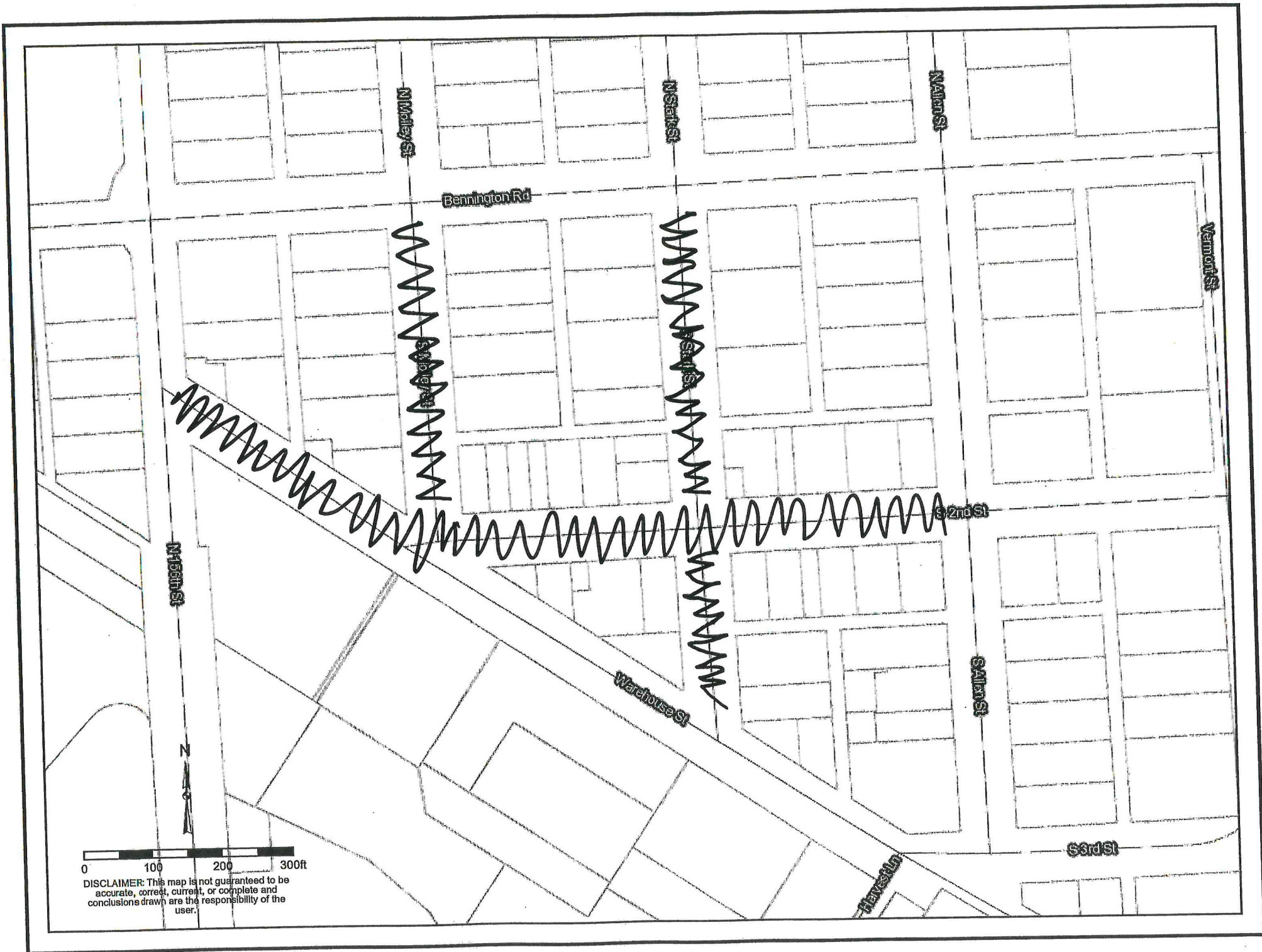
13. Describe the sanitation and other health facilities that will be available to persons attending the event: WE WILL PROVIDE PORTOPOTTY'S, TRASH CANS

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)

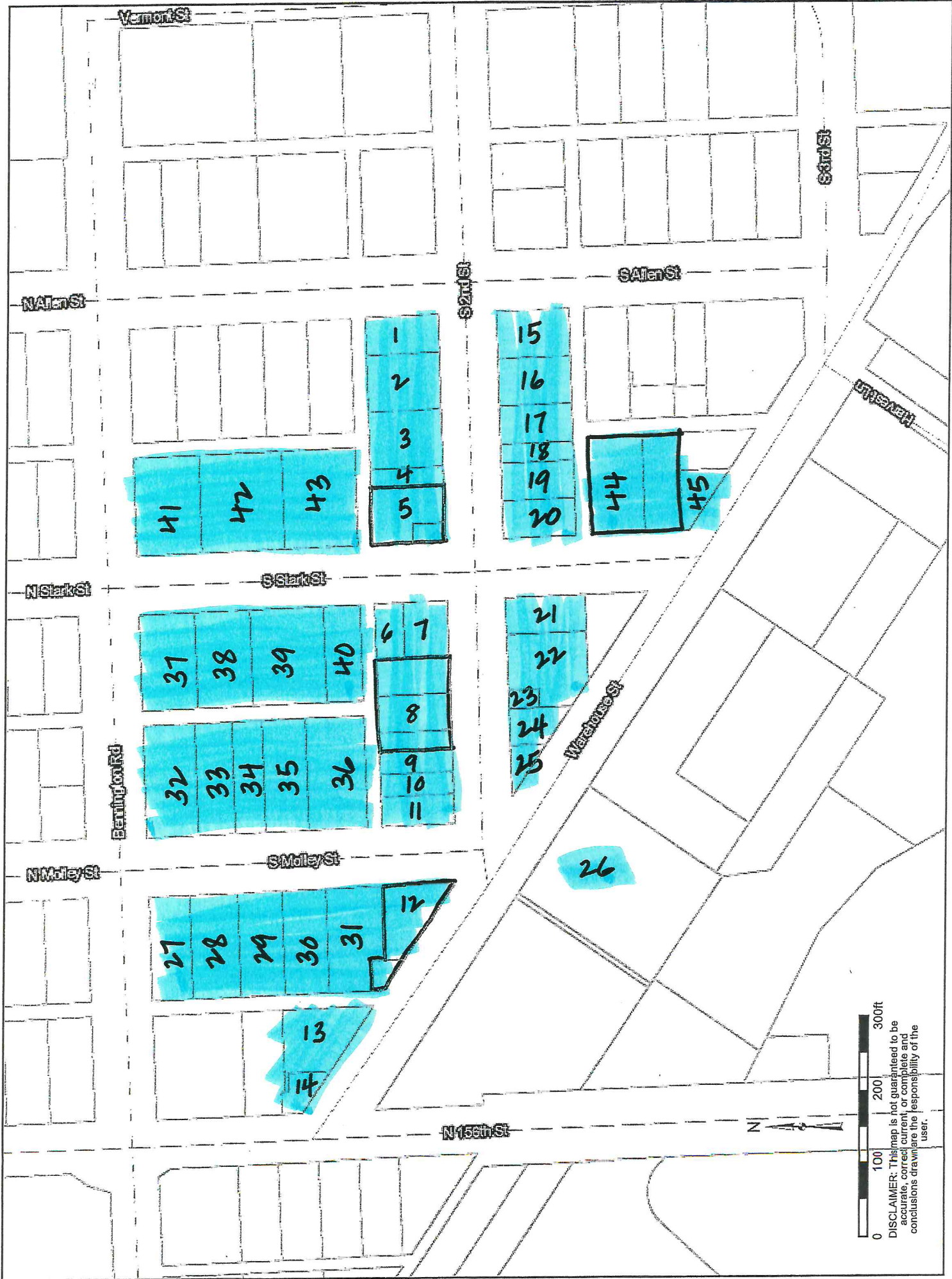
15. It is the event owner's responsibility to hand deliver notification to adjacent property owners (see checklist included) no less than one week prior to the date of closure.
Date due to City Office Following Notification: AUGUST 25, 2023

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:	This area for City Office Use
Council: _____	Applicable Fees:
Police Dept: _____	\$50 per application
Maintenance Dept: _____	\$10 per block
Fire Dept: _____	



DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.



0 100 200 300ft
 DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

NORTH SIDE (EAST TO WEST) DOWNTOWN PROPERTY OWNERS

<u>Property Address</u>	<u>Business</u>	<u>Property Owner</u>	<u>Owner Approval/Action Taken</u>
1. 112 S Allen St		Martin Sloup	
2. 15308 S Second St		Sammy Maddelena	
3. 15312 S Second St	American Legion		
4. 15316 N. Second St	Foundry Home Investment		
5. 15324 S Second St		Darrell Logemann	
6. 132 S Stark St	Paul Bacino		
7. 15402 S Second St	Robert McKelvie		
8. 15408 S Second St	JDUB'S	Revers Construction	
9. 15416 S Second St		Rever Homes	
10. 15420 S Second St	Tkaczuk		
11. 15424 S Second St		Adelyne Backhuus	
12. 15514 Warehouse St		J & R Store More	
13. 15520 Warehouse St	Finken & Associates	Neal Finken	
14. 11505 N 156 St	Three Timbers	G & J Properties	

SOUTH SIDE (EAST TO WEST) DOWNTOWN PROPERTY OWNERS

<u>Property Address</u>	<u>Business</u>	<u>Property Owner</u>	<u>Owner Approval/Action Taken</u>
15. 15303 S Second St	Janssen Funeral/Cremation		
16. 15307 S Second St		Nicholas Kocol	
17. 15311 S Second St		Tessandra Bascom-Nielsen	
18. 15313 S Second St		James Bridgeford	
19. 15317 S Second St		Dannie Jensen	
20. 15323 S Second St	NE Realty / Salon Sass	Bruce Johnson	
21. 15407 S Second St	Koala T Daycare		
22. 15409 S Second St	Nate's Stumble Inn	Romonojo Enterprises	
23. 15411 S Second St		Brad Luchsinger	
24. 15414 S Warehouse St		BPN Investments	
25. 15417 S Second St	T & R Auto	Rob Hamilton	
26. 15409 Warehouse St.	A-Bees Self Storage	Doug Stephens	

ADDITIONAL PROPERTY OWNERS

<u>Property Address</u>	<u>Business</u>	<u>Property Owner</u>	<u>Owner Approval/Action Taken</u>
27. 102 S Molley St		Auch Farms	
28. 106 S Molley St		Eileen Heitman	
29. 110 S Molley St		Mandy Henrickson	
30. 114 S Molley St		RLJA	
31. 118 S Molley St		Dale Smith	
32. 101 S Molley St		Wayne Moeller	
33. 105 S Molley St		Dexter Properties	
34. 109 S Molley St		Barbara Robinson	
35. 113 S Molley St		Doug Stephens	
36. 117 S Molley St		Tracy Sothman	
37. 104 S Stark St		Zac Johns	
38. 112 S Stark St		Rob Hamilton	
39. 118 S Stark St		Ed Menard	
40. 124 S Stark St	USPS	Laydal Inv Corp	
41. 103 S Stark St		Matthew Long	
42. 113 S Stark St		Susan Shellenberger	
43. 121 S Stark St		Jeremy Havekost	
44. 209 S Stark St	C & C Complete		
45. 2170 S Stark St		Dexter Properties	

City of Bennington

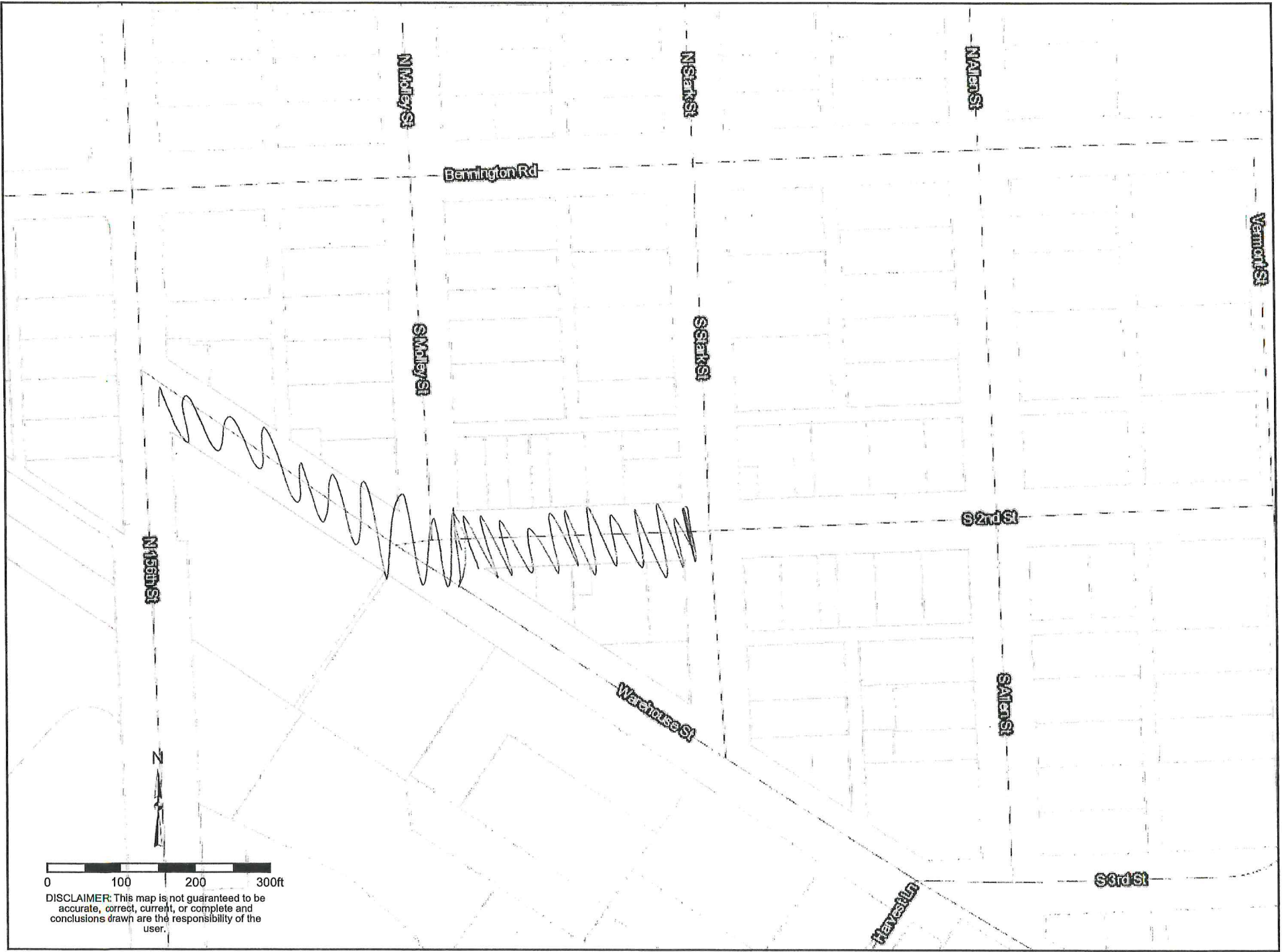
238-2375

Bennington, NE

STREET CLOSING OR EVENT PERMIT APPLICATION

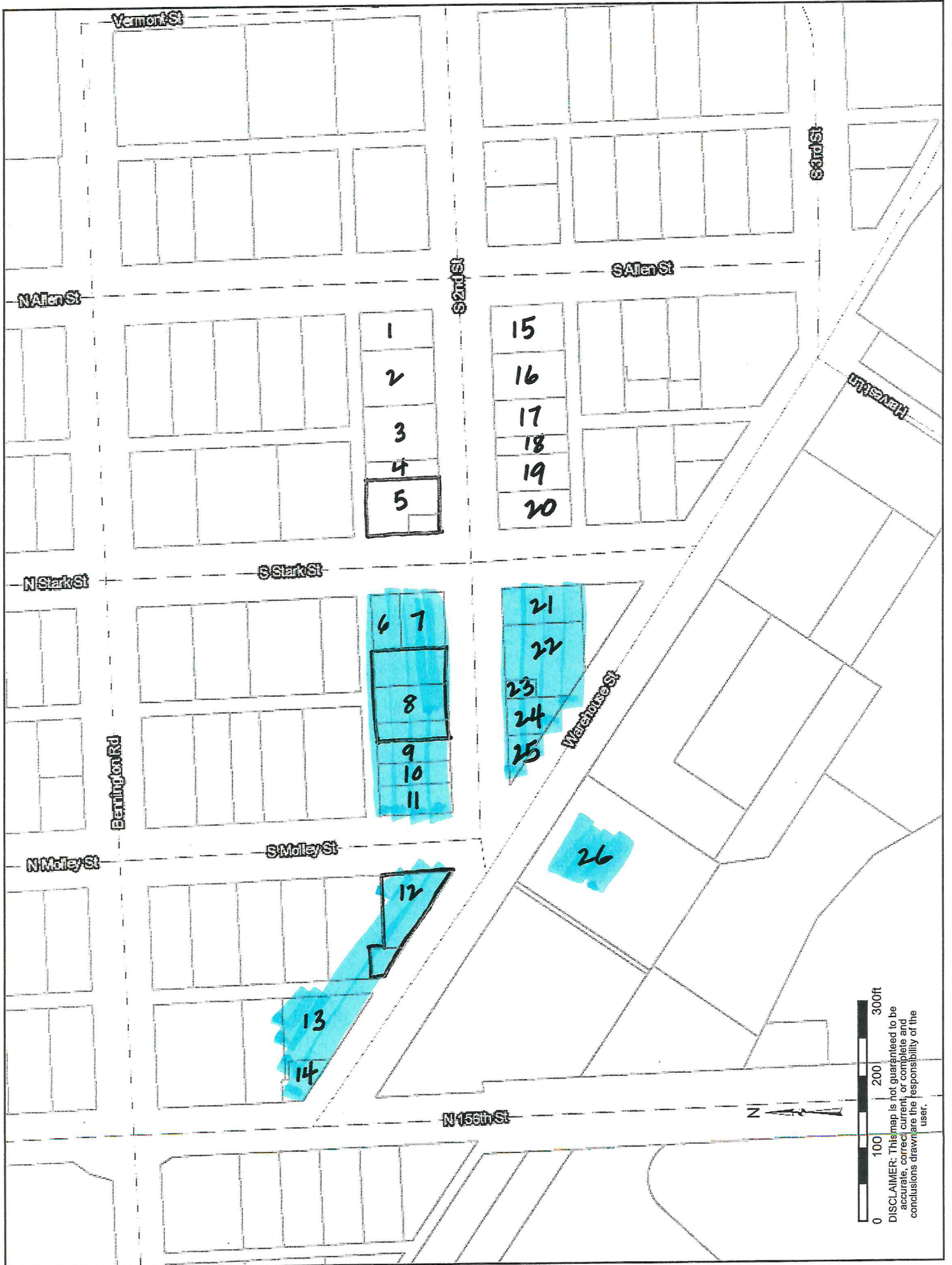
1. Name of event/activity Bennington Jaycees Trunk or Treat
2. Date(s) of event: 10-29-23 Sunday 1-3p.m.
3. Description of event: Trick or Treating event including local businesses & American Legion
4. Name of entity and/or person requesting permit: Tanya Andrews - Bennington Jaycees
5. Phone number & name of contact person: 402-312-6206 Tanya
6. Event Location: 2nd St. between Earl & Gray & Adams Family Ins., also Centennial Park
(be specific-include location of sidewalks or streets upon which the event will be held)
7. Will event need street(s) closed? yes - please
8. If street(s) need to be closed, what is the purpose of the closing? Safety of children, Cars backed into spots for Trick or Treating
9. If street(s) need to be closed, which streets? 2nd St. & small part of Warehouse
10. Hours of the event or street closing: 12:45-3:15
11. Estimated number of people attending the event: 500
12. Parking accommodations/needs: ∅
13. Describe the sanitation and other health facilities that will be available to persons attending the event: ∅
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: _____	This area for City Office Use
Council: _____	Applicable Fees:
Police Dept: _____	\$50 per application
Maintenance Dept: _____	\$10 per block
Fire Dept: _____	



0 100 200 300ft

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NORTH SIDE (EAST TO WEST) DOWNTOWN PROPERTY OWNERS

<u>Property Address</u>	<u>Business</u>	<u>Property Owner</u>	<u>Owner Approval/Action Taken</u>
1. 112 S Allen St		Martin Sloup	
2. 15308 S Second St		Sammy Maddelena	
3. 15312 S Second St	American Legion		
4. 15316 N. Second St	Foundry Home Investment		
5. 15324 S Second St		Darrell Logemann	
6. 132 S Stark St	Paul Bacino		
7. 15402 S Second St	Robert McKelvie		
8. 15408 S Second St	JDUB'S	Revers Construction	
9. 15416 S Second St		Rever Homes	
10. 15420 S Second St	Tkaczuk		
11. 15424 S Second St		Adelyne Backhuus	
12. 15514 Warehouse St		J & R Store More	
13. 15520 Warehouse St	Finken & Associates	Neal Finken	
14. 11505 N 156 St	Three Timbers	G & J Properties	

SOUTH SIDE (EAST TO WEST) DOWNTOWN PROPERTY OWNERS

<u>Property Address</u>	<u>Business</u>	<u>Property Owner</u>	<u>Owner Approval/Action Taken</u>
15. 15303 S Second St	Janssen Funeral/Cremation		
16. 15307 S Second St		Nicholas Kocol	
17. 15311 S Second St		Tessandra Bascom-Nielsen	
18. 15313 S Second St		James Bridgeford	
19. 15317 S Second St		Dannie Jensen	
20. 15323 S Second St	NE Realty / Salon Sass	Bruce Johnson	
21. 15407 S Second St	Koala T Daycare		
22. 15409 S Second St	Nate's Stumble Inn	Romonojo Enterprises	
23. 15411 S Second St		Brad Luchsinger	
24. 15414 S Warehouse St		BPN Investments	
25. 15417 S Second St	T & R Auto	Rob Hamilton	
26. 15409 Warehouse St.	A-Bees Self Storage	Doug Stephens	

Item #4

Warehouse Street Improvements



Bid Tab

PROJECT | Warehouse Street Improvements

JEO PROJECT NO. | 160981.00

LOCATION | Bennington, Nebraska

LETTING | February 7, 2023 @11:00 AM

OPINION OF PROBABLE COST | \$1,450,000.00

Bidder	Total Group A	Total Group B	Total Group C	Total Groups A, B & C	Total Alternate No. 1	Total Group A, B, C & Alternate No. 1	Start Date
M.E. Collins Contracting Co., Inc. Wahoo, NE	\$724,066.73	\$203,724.00	\$170,261.00	\$1,098,051.73	\$140,254.27	\$1,238,306.00	June 1, 2023
Chas Vrana & Sons Construction Co. Omaha, NE	\$901,287.30	\$202,978.00	\$135,359.00	\$1,239,624.30	\$177,127.50	\$1,416,751.80	June 1, 2023
Bluffs Paving & Utility Co., Inc. Crescent, IA	\$859,336.39	\$216,770.04	\$146,961.46	\$1,223,067.89	\$200,962.13	\$1,424,030.02	June 26, 2023
K2 Construction Lincoln, NE	\$1,000,976.00	\$203,670.00	\$165,691.00	\$1,370,337.00	\$209,645.50	\$1,579,982.50	May 1, 2023



Tab Sheet

PROJECT | Warehouse Street Improvements

JEO PROJECT NO. | 160981.00

LOCATION | Bennington, Nebraska

M.E.Collins Contracting Co., Inc.	Chas Vrana & Son Construction Co.
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GROUP A - PAVING

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$94,920.00		\$79,400.00
2	Remove Concrete Sidewalk	42	SF	\$6.30	\$264.60	\$3.20	\$134.40
3	Remove Pavement	3,441	SY	\$13.70	\$47,141.70	\$15.00	\$51,615.00
4	Remove Driveway	1,470	SY	\$12.60	\$18,522.00	\$10.00	\$14,700.00
5	Remove Fence	100	LF	\$26.30	\$2,630.00	\$11.00	\$1,100.00
6	Seeding, Fertilizer and Mulch	0.27	AC	\$35,209.00	\$9,506.43	\$15,800.00	\$4,266.00
7	Detectable Warning Panels	20	SF	\$41.00	\$820.00	\$72.00	\$1,440.00
8	4" Concrete Sidewalk	3,928	SF	\$9.00	\$35,352.00	\$13.50	\$53,028.00
9	Crushed Rock Surface Course	30	CY	\$64.00	\$1,920.00	\$154.00	\$4,620.00
10	7" Concrete Driveway	909	SY	\$88.00	\$79,992.00	\$115.00	\$104,535.00
11	9" Concrete Pavement	3,907	SY	\$100.00	\$390,700.00	\$134.50	\$525,491.50
12	Excavation, Established Quantity	300	CY	\$34.00	\$10,200.00	\$70.00	\$21,000.00
13	Concrete Curb Wall	176	SF	\$52.00	\$9,152.00	\$133.90	\$23,566.40
14	Curb Taper	2	EA	\$199.00	\$398.00	\$2,250.00	\$4,500.00
15	Erosion Control	1	LS		\$9,819.00		\$2,600.00
16	Pavement Markings	1	LS		\$1,211.00		\$1,116.00
17	Clearing and Grubbing	1	LS		\$7,353.00		\$4,500.00
18	4" PCC Stamped Sidewalk	245	SF	\$17.00	\$4,165.00	\$15.00	\$3,675.00
TOTAL GROUP A					\$724,066.73		\$901,287.30

GROUP B - STORM SEWER

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$19,959.00		\$18,400.00
2	Remove Curb Inlet	4	EA	\$735.00	\$2,940.00	\$906.00	\$3,624.00
3	Remove Grate Inlet	1	EA	\$735.00	\$735.00	\$1,500.00	\$1,500.00
4	Remove RCP Storm Sewer Pipe	350	LF	\$21.00	\$7,350.00	\$24.00	\$8,400.00
5	4'X 2'-5" Curb Inlet	8	EA	\$4,156.00	\$33,248.00	\$5,525.00	\$44,200.00
6	3'X 2' Curb Inlet Grate	2	EA	\$5,079.00	\$10,158.00	\$5,750.00	\$11,500.00
7	4'X 2' Grate Inlet	3	EA	\$4,649.00	\$13,947.00	\$5,800.00	\$17,400.00
8	3'X 3' Area Inlet	1	EA	\$6,093.00	\$6,093.00	\$5,235.00	\$5,235.00
9	15" RCP, Class III	179	LF	\$98.00	\$17,542.00	\$81.00	\$14,499.00
10	18" RCP, Class III	800	LF	\$104.00	\$83,200.00	\$87.00	\$69,600.00
11	Concrete Collar	1	EA	\$523.00	\$523.00	\$1,140.00	\$1,140.00
12	48" Dia. Storm Sewer Manhole	1	EA	\$8,029.00	\$8,029.00	\$7,480.00	\$7,480.00
TOTAL GROUP B					\$203,724.00		\$202,978.00

GROUP C - SANITARY SEWER

Item	Description	Qty.	Unit	Unit Price	Total	Unit	Total
1	Mobilization	1	LS		\$41,237.00		\$13,400.00
2	8" PVC Sanitary Sewer Main, SDR 35	20	LF	\$96.00	\$1,920.00	\$300.00	\$6,000.00
3	Connect to Existing Sanitary Sewer Main	1	EA	\$539.00	\$539.00	\$2,600.00	\$2,600.00
4	Connect to Existing Manhole	1	EA	\$1,087.00	\$1,087.00	\$2,240.00	\$2,240.00
5	Adjust Manhole to Grade w/ New Ring and Cover	8	EA	\$1,594.00	\$12,752.00	\$2,000.00	\$16,000.00
6	Locate Manhole	2	EA	\$525.00	\$1,050.00	\$800.00	\$1,600.00
7	8" Cured-In-Place Pipe	1,493	LF	\$55.00	\$82,115.00	\$52.00	\$77,636.00
8	Service Reinstatement	14	EA	\$172.00	\$2,408.00	\$158.00	\$2,212.00
9	Rehab Manhole (1" Thick Cementitious Liner)	63	VF	\$431.00	\$27,153.00	\$217.00	\$13,671.00
TOTAL GROUP C					\$170,261.00		\$135,359.00

M.E.Collins Contracting Co., Inc.

Chas Vrana & Son Construction Co.

ALTERNATE NO. 1 - PAVING

Item	Description	Qty.	Unit	Unit Price	Total	Unit	Total
1	Mobilization	1	LS		\$13,512.00		\$14,400.00
2	Remove Pavement	1,100	SY	\$13.70	\$15,070.00	\$14.50	\$15,950.00
3	Remove driveway	133	SY	\$12.60	\$1,675.80	\$9.00	\$1,197.00
4	Seeding, Fertilizer and Mulch	0.11	AC	\$42,577.00	\$4,683.47	\$15,800.00	\$1,738.00
5	Detectable Warning Panels	20	SF	\$41.00	\$820.00	\$71.00	\$1,420.00
6	4" Concrete Sidewalk	289	SF	\$9.00	\$2,601.00	\$15.00	\$4,335.00
7	9" Concrete Driveway	49	SY	\$105.00	\$5,145.00	\$137.50	\$6,737.50
8	9" Concrete Pavement	910	SY	\$100.00	\$91,000.00	\$131.00	\$119,210.00
9	Erosion Control	1	LS		\$2,357.00		\$2,600.00
10	Excavation, Established Quantity	50	CY	\$34.00	\$1,700.00	\$70.00	\$3,500.00
11	Crushed Rock Surface Course	10	CY	\$64.00	\$640.00	\$154.00	\$1,540.00
12	Clearing and Grubbing	1	LS		\$1,050.00		\$4,500.00
TOTAL ALTERNATE NO. 1					\$140,254.27		\$177,127.50
TOTAL GROUPS A, B, C & ALTERATE NO. 1					\$1,238,306.00		\$1,416,751.80



February 8, 2023

Bennington Mayor and City Council

RE: Warehouse Street Improvements
Bennington, Nebraska
JEO Project No. 160981.00

Dear Mayor and Council,

On February 7, 2023, four bids were received for the above project. The bids consisted of Group A – Paving, Group B – Storm Sewer, Group C – Sanitary Sewer, and Alternate No. 1 – Paving 3rd Street from Allen Street east to the dead end. The bidders were M.E. Collins Contracting Co., Chas Vrana & Sons Construction, Bluffs paving & Utility, and K2 Construction. Enclosed is a copy of the Bid Tabulation sheet that lists each bidder and their submitted prices. The lowest, responsible bidder is M.E. Collins Contracting Co. from Wahoo, Nebraska with a base bid price of \$1,098,051.73. M.E. Collins price for bid alternate No. 1 was \$140,254.27. The total bid, base bid plus alternate, from M.E. Collins was \$1,238,306.00 The start date for the work is June 1, 2023.

JEO has worked with M.E. Collins on various grading, drainage, and paving projects in Wahoo, Ashland, Ceresco and throughout eastern Nebraska.

To attract as many bidders as possible, invitations to bid were sent directly to over 30 contractors/suppliers and 3 plan houses.

Based on our review of the bids, budget, and our positive experience with M.E. Collins Contracting we recommend award of the bid to M.E. Collins Contracting. If you have any additional questions or comments, please do not hesitate to contact me by phone 402.525.1953

Sincerely,

A handwritten signature in black ink, appearing to read 'Brent Ciecior', written over a white background.

Brent Ciecior, PE
Project Manager

Item #5

Neumeyer Farm Park Project



Bid Tab

PROJECT | Bennington Neumeyer Farm

JEO PROJECT NO. | 090034.09

LOCATION | Bennington NE

LETTING | February 7, 2023 @ 11:30 am

OPINION OF PROBABLE COST | \$1,500,000

AWARD PENDING - FEBRUARY 13, 2023 CITY COUNCIL MEETING

Bidder	Total Group A	Total Group B	Total Groups A & B	Alternate Bid A	Alternate Bid B	Alternate Bid C	Alternate Bid D	Alternate Bid E	Alternate Bid F	Alternate Bid G	Alternate Bid H
Blade Masters Grounds Maint. Inc Bennington, NE	\$620,313.01	\$344,064.32	\$964,377.33	\$171,000.00	\$154,536.32	\$53,256.24	\$66,833.64	\$22,414.80	\$112,818.76	\$ (40,000.00)	\$ (40,000.00)
ConStruct Inc. Omaha, NE	\$1,444,285.00		\$1,444,285.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Elkhorn West Construction, Inc. Omaha, NE	\$1,475,716.08	\$463,046.14	\$1,938,762.22	\$1,000,000.00	\$62,217.90	\$ 46,023.05	\$ 52,440.96	\$ 28,610.14	\$ 258,517.50	\$ (31,250.00)	\$ (31,250.00)

ConStruct Co. Bid did not include a breakdown for base bid groups

Elkhorn West included "No Bid" for the irrigation bid items



Tab Sheet

PROJECT | Bennington Neumeyer Farm

JEO PROJECT NO. | 090034.09

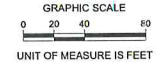
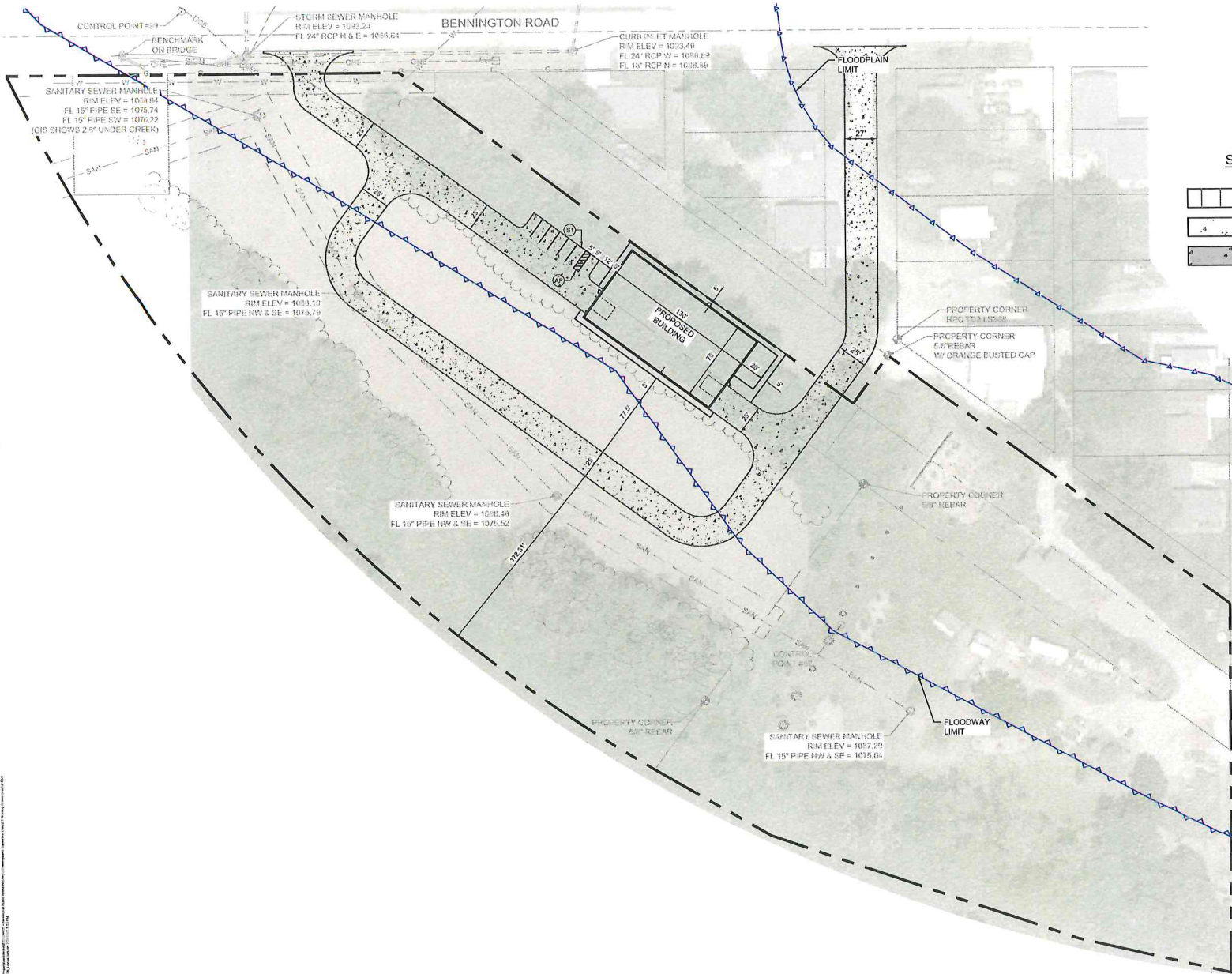
LOCATION | Bennington, NE

				Blade Masters Grounds & Maintenance	Elkhorn West		
GROUP A							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$ 63,000.00		\$ 168,000.00
2	Demo	1	LS		\$ 10,000.00		\$ 6,600.00
3	Grading	1	LS		\$ 80,000.00		\$ 86,200.00
4	Water line extension, including backflow preventer and meter tap	1	LS		\$ 45,000.00		\$ 35,200.00
5	Storm sewer, including inlets and laterals	1	LS		\$ 98,700.00		\$ 49,900.00
6	Site seeding - turf (includes hardscape areas in Group B)	244,108	SF	\$ 0.16	\$ 39,057.28	\$ 0.113	\$ 27,584.20
7	Site seeding - native grass	17,855	SF	\$ 0.16	\$ 2,856.80	\$ 0.125	\$ 2,231.88
8	Irrigation (excluding Field 1 area and Group B hardscape areas)	84,503	SF	\$ 1.31	\$ 110,698.93	No Bid	
9	Field 1 (includes fine grading, topsoil, subdrainage system, sod, and irrigation)	1	LS		\$ 171,000.00		\$ 1,100,000.00
TOTAL GROUP A					\$ 620,313.01		\$ 1,475,716.08
GROUP B							
1	Mobilization	1	LS		\$ 15,000.00		\$ 145,000.00
2	On-street parking	1	LS		\$ 30,330.00		\$ 39,300.00
3	7" Concrete	17,053	SF	\$ 8.90	\$ 151,771.70	\$ 6.733	\$ 114,817.85
4	Curbs	1,185	LF	\$ 26.00	\$ 30,810.00	\$ 30.546	\$ 36,197.01
5	Pavement accessories (striping, crosswalks, detectable warning panels, signs)	1	LS		\$ 22,000.00		\$ 12,348.00
6	Gravel parking area	27,474	SF	\$ 1.73	\$ 47,530.02	\$ 2.72	\$ 74,729.28
7	4" concrete pavement	5,271	SF	\$ 7.00	\$ 36,897.00	\$ 5.883	\$ 31,009.29
8	6" concrete pavement	2,368	SF	\$ 8.00	\$ 18,944.00	\$ 6.506	\$ 15,406.21
9	Seeding deduct for pavement and gravel areas	57,615	SF	\$ (0.16)	\$ (9,218.40)	\$ (0.10)	\$ (5,761.50)
TOTAL GROUP B					\$ 344,064.32		\$ 463,046.14
Bid Alternate Group A							
A	Field 2a (includes fine grading, topsoil, subdrainage system, sod, and irrigation)	1	LS		\$ 171,000.00		\$ 1,000,000.00
TOTAL Bid Alternate Group A					\$ 171,000.00		\$ 1,000,000.00
Bid Alternate Group B							
B1	4" Concrete pavement loop trail around Field 2a, 8'-0" width	11,006	SF	\$ 7.00	\$ 77,042.00	\$ 5.40	\$ 59,443.41
B2	Seeding for all non-field areas adjacent to bid alternate B loop trail (excluding Field 2a)	23,918	SF	\$ 0.16	\$ 3,826.88	\$ 0.12	\$ 2,774.49
B3	Irrigation for all non-field areas adjacent to bid alternate B loop trail (excluding Field 2a)	23,918	SF	\$ 3.08	\$ 73,667.44	No Bid	
TOTAL Bid Alternate Group B					\$ 154,536.32		\$ 62,217.90
Bid Alternate Group C							
C1	West sidewalk loop, 4" thick concrete trail, width varies	7,786	SF	\$ 7.00	\$ 54,502.00	\$ 6.01	\$ 46,801.65
C2	Deduct seeding from Base Bid Group A for trail	7,786	SF	\$ (0.16)	\$ (1,245.76)	\$ (0.10)	\$ (778.60)
TOTAL Bid Alternate Group C					\$ 53,256.24		\$ 46,023.05
Bid Alternate Group D							
D1	East sidewalk loop, 4" thick concrete trail, 8'-0"	9,771	SF	\$ 7.00	\$ 68,397.00	\$ 5.47	\$ 53,418.06
D2	Deduct seeding from Base Bid Group A for trail	9,771	SF	\$ (0.16)	\$ (1,563.36)	\$ (0.10)	\$ (977.10)
TOTAL Bid Alternate Group D					\$ 66,833.64		\$ 52,440.96

				Blade Masters Grounds & Maintenance		Elkhorn West	
Bid Alternate Group E							
E1	Grading for northeast sidewalk loop	1	LS		\$ 8,000.00		\$ 17,200.00
E2	Northeast sidewalk loop, 4" thick concrete trail, width varies	1,966	SF	\$ 7.00	\$ 13,762.00	\$ 5.56	\$ 10,936.86
E3	Seeding for area associated with grading and northeast sidewalk loop trail	4,080	SF	\$ 0.16	\$ 652.80	\$ 0.12	\$ 473.28
TOTAL Bid Alternate Group E					\$ 22,414.80		\$ 28,610.14
Bid Alternate Group F							
F1	Grading for south sidewalk loop	1	LS		\$ 12,000.00		\$ 17,400.00
F2	South sidewalk loop, 4" thick concrete trail, width varies	5,945	SF	\$ 7.00	\$ 41,615.00	\$ 5.52	\$ 32,792.62
F3	Deduct seeding from Base Bid Group A for trail	444	SF	\$ (0.16)	\$ (71.04)	\$ (0.11)	\$ (48.84)
F4	Seeding for area associated with grading and northeast sidewalk loop trail	45,596	SF	\$ 0.16	\$ 7,295.36	\$ 0.12	\$ 5,289.14
F5	Irrigation for seeded area associated with grading and south sidewalk loop trail	45,596	SF	\$ 1.14	\$ 51,979.44	\$ 4.45	\$ 203,084.58
TOTAL Bid Alternate Group F					\$ 112,818.76		\$ 258,517.50
Bid Alternate Group G							
G	Seed in lieu of sod for Field 1 (deduct)	1	LS		\$ (40,000.00)		\$ (31,250.00)
TOTAL Bid Alternate Group G					\$ (40,000.00)		\$ (31,250.00)
Bid Alternate Group H							
H	Seed in lieu of sod for Field 2a (deduct)	1	LS		\$ (40,000.00)		\$ (31,250.00)
TOTAL Bid Alternate Group H					\$ (40,000.00)		\$ (31,250.00)
TOTAL GROUPS A & B					\$ 964,377.33		\$ 1,938,762.22
TOTAL ALL GROUPS					\$ 1,465,237.09		\$ 3,324,071.77

Item #6

Public Works Building



SITE LAYOUT LEGEND

- 5' CONCRETE WALK
- LIGHT DUTY 6' CONCRETE PAVEMENT (L6SAE)
- STANDARD DUTY 7' CONCRETE PAVEMENT (L6SAE)

- SIGNS**
- HANDICAP SIGN ON POST

- SITE IMPROVEMENTS**
- ADA ACCESSIBLE PAINT STRIPPING

2022 BENNINGTON PUBLIC WORKS BUILDING BENNINGTON, NE

SITE LAYOUT PLAN

PRELIMINARY	PRELIMINARY
NOT FOR CONSTRUCTION	
0%	
DATE: 1/18/2023	
PROJECT NO.	220205.00
DATE	1/18/2023
DRAWN BY	JBK
FILE NAME	D:\220205_Layout.dwg
FIELD BOOK	
FIELD CHECK	FIELD BOOK
SURVEY FILE NO.	FIELD CREW
PLAN NUMBER	SURVEY FILE #
DATE	DATE
20 PERCENT REVIEW DATE	DATE
50 PERCENT REVIEW DATE	DATE
100 PERCENT REVIEW DATE	DATE
REVISIONS	



GRAPHIC SCALE
 0 20 40 80
 UNIT OF MEASURE IS FEET



SITE GRADING LEGEND

- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED SURFACE ELEVATION

2022
 BENNINGTON PUBLIC WORKS BUILDING
 BENNINGTON, NE

SITE GRADING PLAN

PRELIMINARY
 NOT FOR CONSTRUCTION
 0%
 DATE: 1/18/2023
 PRELIMINARY

PROJECT NO. 220295.00
 DATE 1/18/2023
 DRAWN BY IEK
 FILE NAME 0-220295_Grading.rvt
 FIELD BOOK FIELD BOOK
 FIELD CREW FIELD CREW
 SURVEY FILE # SURVEY FILE #
 PLAN NUMBER SHEET # PERM #
 TO PERCENT FLOODWAY DATE 75% DATE
 5% PERCENT FLOODWAY DATE 5% DATE
 REVISIONS

APPROXIMATE EARTHWORK QUANTITIES

FILL	CUT	NET
8,612 CY	78 CY	8,534 CY (FILL)

* NOTE, EARTHWORK QUANTITIES ARE FOR INFORMATION ONLY. A FILL FACTOR OF 1.3 WAS USED.

Item #7

League Of Nebraska Municipalities

Insurance Government Health Team

City of Bennington
2023-01

RESOLUTIONS

To Authorize Membership in the League Insurance Government Health Team (LIGHT)

WHEREAS, the Municipality desires to enter into the League Insurance Government Health Team Interlocal Agreement (the "Interlocal Agreement") attached hereto.

RESOLVED, that the Municipality approves and enters into the Interlocal Agreement and authorizes the Clerk of the Municipality to execute the Interlocal Agreement.

RESOLVED FURTHER, that the Municipality approves the attached League Insurance Government Health Team Membership Agreement (the "Membership Agreement") and authorizes the Clerk of the Municipality to execute the Membership Agreement.

RESOLVED FURTHER, that the Municipality authorizes and directs the Clerk of the Municipality to execute such documents and take such action as may be necessary and appropriate to effectuate the Municipality's membership in LIGHT and to obtain coverage for Municipal employees through the LIGHT Member Health Plan.

Passed and approved this ____ day of _____, 20____.

Signature: _____

Title: _____

Name of Municipality: _____

Date: _____

LEAGUE INSURANCE GOVERNMENT HEALTH TEAM INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is made and entered into by and among the undersigned municipalities of the State of Nebraska (each a “Member”) for formation of, and participation in, the League Insurance Government Health Team (“LIGHT”) and the LIGHT Member Health Plan (the “Plan”). Membership in the League Insurance Government Health Team shall make health insurance coverage available for the Members’ eligible employees and dependents who participate in the Plan. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq., (“ICA”) permits two or more public agencies to make and execute an agreement providing for joint and cooperative actions;

WHEREAS, if applicable, the Intergovernmental Risk Management Act, Neb. Rev. Stat. §§ 44-4301 et seq. (“IRMA”) permits two or more public agencies to make and execute an agreement providing joint and cooperative action to form, become members of, and operate a risk management pool for the purpose of providing to members risk management services and insurance coverages in the form of group self-insurance or standard insurance, including any combination of group self-insurance and standard insurance, to provide health, dental, accident, and life insurance member’s employees and officers;

WHEREAS, the Members have determined the need to join together to provide for group health insurance for the Members’ employees and their dependents;

WHEREAS, the Members have determined it is in the best interests of the Members’ employees to establish a group health plan in order to provide affordable health insurance to Members’ employees and their dependents; and

WHEREAS, the Members desire to make and to execute an agreement providing for joint and cooperative action for the purpose of providing health insurance coverage for Members’ employees and their dependents.

NOW THEREFORE, in consideration of the foregoing and the respective mutual promises contained herein, the undersigned parties agree as follows:

1. Definitions.

1.1. “**Administrator**” shall mean an individual, partnership, corporation, or unincorporated association engaged by the League Insurance Government Health Team for the purposes of carrying out the policies established by the League Insurance Government Health Team Board and to provide day-to-day management of the League Insurance Government Health Team. The League of Nebraska Municipalities shall be the Administrator of the Plan.

1.2. “**Board**” shall mean the Board of Directors of the League Insurance Government Health Team.

1.3. “**Bylaws**” shall mean the bylaws established and approved under this agreement governing the operation of the League Insurance Government Health Team.

1.4. “**Dental insurance**” shall mean a contractual arrangement to provide specified dental services, in consideration of a specified payment for an interval of time, regardless of whether the payment is made by the beneficiaries individually or by a third person for them, in such a manner that the total cost of such services is to be spread directly or indirectly among a group of persons.

1.5. “**Director**” shall mean the State of Nebraska Director of Insurance.

1.6. **“Health insurance”** shall mean any hospital, surgical, or medical expense-incurred policy or health maintenance organization contract. Health insurance does not include (a) accident-only, disability income, hospital confinement indemnity, dental, or credit insurance, (b) coverage issued as a supplement to liability insurance, (c) medicare or insurance provided as a supplement to medicare, (d) insurance arising from workers’ compensation provisions, (e) automobile medical payment insurance, (f) any other specific limited coverage, or (g) insurance under which benefits are payable with or without regard to fault and which is statutorily required to be contained in any liability insurance policy.

1.7. **“League”** shall mean the League of Nebraska Municipalities.

1.8. **“League Insurance Government Health Team”** or **“LIGHT”** shall mean the entity established and operated under this Agreement.

1.9. **“Member”** shall mean a Municipality (a) whose application for membership in the League Insurance Government Health Team has been approved by the League, and (b) that has lawfully entered into this Agreement and into the League Insurance Government Health Team membership agreement.

1.10. **“Municipality”** shall mean any city or village in the State of Nebraska that is a dues-paying member in good standing with the League.

1.11. **“Public agency”** shall mean any county, city, village, school district, public power district, rural fire district, or other political subdivision of the State of Nebraska, the State of Nebraska, the University of Nebraska, and any corporation whose primary function is to act as an instrumentality or agency of the State of Nebraska.

1.12. **“Risk management pool”** shall mean an association formed by two or more public agencies by an agreement, pursuant to IRMA if applicable, providing for joint and cooperative action in the use of their financial or administrative resources in order to accomplish any of the public and governmental purposes authorized by state or federal law.

1.13. **“Standard insurance”** shall mean any policy of insurance issued by a company licensed to transact insurance business in the State of Nebraska for any policy of insurance issued in accordance with the requirements for a lawful surplus lines insurance transaction.

2. Establishment of LIGHT. All Members who execute this Agreement hereby, pursuant to the applicable provisions of ICA, jointly and cooperatively establish the League Insurance Government Health Team as a separate entity, with all the rights, powers and privileges vested in and conferred such entity as set out in this Agreement and under the laws of the State of Nebraska. The League Insurance Government Health Team will provide health insurance coverage for its membership’s employees and their dependents in the form of standard insurance. The membership of the League Insurance Government Health Team consists of those Municipalities which have entered into this Agreement. The League Insurance Government Health Team shall have perpetual duration unless or until terminated or dissolved pursuant to the terms of this Agreement or its Bylaws, or in accordance with IRMA (as applicable) or ICA, or as otherwise required by law.

3. Purpose and Duration. The purpose of this Agreement is to establish and to operate a group health insurance plan through a standard insurance policy for the benefit of Members’ employees and their dependents. This Agreement shall be for an unlimited duration until formally terminated as provided herein.

4. Powers. In order to carry out this purpose, the League Insurance Government Health Team shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a joint entity under ICA, constituting a separate public body politic under the laws of the State of Nebraska, exercising public powers and acting on behalf of the public agencies which are parties to this Agreement as set out by law.

If applicable, the League Insurance Government Health Team shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a pool created pursuant to IRMA, including, but not limited to, the power to issue bonds or other obligations on behalf of public agencies or to otherwise assist in the issuance by such public agencies of such obligations; provided, however, that nothing herein shall prevent any of the parties hereto from separately exercising any such powers, privileges or authority. The League Insurance Government Health Team shall specifically have the power to sue and be sued, make contracts and other instruments necessary or convenient to the exercise of its powers, hold and dispose of real and personal property, borrow money, contract debt, and pledge any assets in the name of the League Insurance Government Health Team.

5. Financial Plan. The League Insurance Government Health Team shall sponsor a fully-insured group health insurance plan through a standard insurance policy that provides coverage to Members' employees and the employees' dependents. The Board, on behalf of the League Insurance Government Health Team and its constituent Members, shall enter into a contract, or renew an existing contract, with a company licensed to transact insurance business in the State of Nebraska on an annual basis for health insurance. Each Member will be required to complete a subgroup application in order to participate in a League Insurance Government Health Team-sponsored plan. Each Member shall make payment of premiums and any fees for Plan coverage and/or any other fees approved by the Board to fund the operation of the League Insurance Government Health Team, pursuant to the terms and conditions of the (a) LIGHT membership agreement and (b) subgroup application, master group application, and/or master group contract or other relevant documentation required by the insurance company providing the policy for health insurance coverage for the Plan. The League Insurance Government Health Team shall ensure that the Plan receives documentation from the insurance company setting forth the types of coverage to be offered and applicable deductible levels. The Board will review annually the necessity of maintaining cash reserves, additional standard insurance, or excess insurance, taking into account the fully-insured nature of League Insurance Government Health Team-sponsored plan.

6. Plan of Management.

6.1. Board of Directors. The governing authority of the League Insurance Government Health Team shall be a Board of Directors consisting of a minimum of five and maximum of fifteen elected or appointed officials of Members. In addition, the Board shall include the Executive Director of the League as an ex-officio, non-voting member. The initial Board of Directors shall be composed of an elected or appointed official from five municipalities which executed the Interlocal Agreement prior to July 1, 2022, each of whom shall be approved as a Director by the respective governing body of the participating Member. The number and tenure of directors of the Board shall be as provided in the Bylaws; provided that, in no event shall the number of directors of the Board be less than the requisite number of directors needed to transact the business of the League Insurance Government Health Team.

6.2. Board of Directors Duties.

(a) The Board shall be responsible for entering into negotiations and negotiating with one or more insurance companies for the provision of health insurance coverage on behalf of the Members. The Board shall be responsible for entering into one or more agreements with insurance companies for the provision of health coverage.

(b) The Board shall be responsible for managing the property, business, and affairs of any League Insurance Government Health Team-sponsored plans, including the establishment and maintenance of a budget.

(c) The Board shall take all necessary precautions to safeguard the assets of the League Insurance Government Health Team and exercise fiduciary duties concerning those assets and the overall operations of the League Insurance Government Health Team.

(d) The Board shall make and enter into any and all contracts, leases, and agreements necessary or desirable for the administration and management services to carry out any of the powers granted or duties imposed under this Agreement or any applicable law or regulation.

(e) The Board shall establish the duties and responsibilities of the Administrator and any delegation of its duties to the Administrator.

(f) The Board shall select and contract, either directly or indirectly, with service providers, including but not limited to insurance brokerage firm(s), accounting firm(s), legal counsel, consultants, and other qualified service providers or advisors as deemed necessary by the Board to carry out the intent and purposes of the League Insurance Government Health Team.

(g) The Board may adopt bylaws pertaining to the exercise of its purpose and powers (the "Bylaws"). The Board may, from time to time, revise the Bylaws. The Board may also from time to time adopt policies, rules and procedures for the administration and operation of the League Insurance Government Health Team, by majority vote of the Board, so long as such policies, rules, and procedures are not inconsistent with this Agreement or the Bylaws. No provisions of the Bylaws, policies, rules or procedures shall be inconsistent with this Agreement, the ICA, or, if applicable, IRMA.

(h) The Board may exercise such other powers as are necessary for the proper operation of the League Insurance Government Health Team to carry out the terms of this Agreement and to comply with ICA, IRMA (if applicable), rules and regulations adopted under either ICA or IRMA (if applicable), and any other applicable State or Federal laws, rules or regulations, and the League Insurance Government Health Team Bylaws.

6.3. Membership Procedures.

(a) Application. A Municipality may apply to become a Member of the League Insurance Government Health Team by completing and submitting a League Insurance Government Health Team membership agreement. The applicant must also provide all information required by the insurance company providing the policy for health insurance coverage at the time of application, including any required subgroup application. If the applicant (i) meets the eligibility requirements as set out in the League Insurance Government Health Team membership agreement, (ii) enters into this Agreement and the League Insurance Government Health Team membership agreement by resolution passed by its governing body, and (iii) provides all documentation and forms to the insurance company providing the policy for health insurance coverage at the time of application, the applicant will become a Member upon the League's approval of the Municipality's eligibility as set out in the League Insurance Government Health Team membership agreement and upon the execution of this Agreement by the Board.

(b) Voluntary Termination. A Member may voluntarily terminate its participation in the League Insurance Government Health Team by written notice of termination given to the League Insurance Government Health Team prior to the desired termination date and in compliance with the timeframe stipulated by the insurance company providing the policy for health insurance coverage at the time of termination. Members seeking to voluntarily terminate participation shall comply with all notice requirements contained in IRMA, if applicable.

(c) Involuntary Termination. A Member may be involuntarily terminated as a Member of the League Insurance Government Health Team if, after due notice and hearing, the Board (or relevant regulatory authority) determines that: (i) the Member has failed to pay any contribution or assessment to the League Insurance Government Health Team; (ii) the Member has failed to discharge any other obligation it owes to the League Insurance Government Health Team; or (iii) the Member has failed to comply with the laws of the state, rules of the Department of Insurance, or bylaws of the League Insurance Government Health Team.

(d) Effect of Termination. A former Member shall remain liable for any costs and obligations

incurred by the League Insurance Government Health Team while the Municipality was a Member, and for any contractual obligation the Municipality has entered into with the League Insurance Government Health Team on or before the date of termination. A former Member who has terminated participation in the League Insurance Government Health Team, or whose participation is involuntarily terminated pursuant to this Section 6.3, may apply for participation in the League Insurance Government Health Team after the lapse of 24 months following the date of cancellation.

6.4. Funds and Reserves by Exposure Area. The Board shall review appropriate actuarial analyses to identify appropriate funds and reserves by exposure area, as applicable. Each Member must make payment of its premiums and any fees for the League Insurance Government Health Team-sponsored coverage pursuant to the terms and conditions of the (a) LIGHT membership agreement, and (b) subgroup application, master group application, master group contract, or other relevant documentation required by the insurance company providing the policy for health insurance coverage for the Plan.

6.5. Claim Payment. All claims shall be paid pursuant to the standard insurance policy issued by a company licensed to transact insurance business in the State of Nebraska for health insurance and in accordance with any master group application, master group contract, and/or other relevant documentation issued by the insurance company providing the policy for health insurance coverage for the Plan and entered into by the League Insurance Government Health Team for the benefit of its membership.

6.6. No Private Benefit. No part of the net earnings or assets of the League Insurance Government Health Team shall inure to the benefit of any private person.

6.7. Distribution of Surplus at Dissolution. At the dissolution of the League Insurance Government Health Team's existence, any surplus funds over and above those necessary to pay or reserve against the expenses and liabilities of the League Insurance Government Health Team shall vest in and be distributed among the Members. Such distribution shall be allocated among Members in proportion to the contributions made by each Member.

6.8. Loss Control Program. To the extent applicable and necessary, the Board shall approve a system or program of controlling Member losses.

7. Dissolution. The League Insurance Government Health Team shall only be dissolved at such time as (a) the Board determines that the number of Members is too small to continue to provide coverage, (b) the Board is unable to secure a policy of insurance on behalf of the Members, or (c) in the event the League's Executive Board withdraws its support. The Board shall be responsible for all actions necessary to dissolve the League Insurance Government Health Team, in compliance with and as required by law. Upon the occurrence of an event of dissolution, to the extent required by law, the Board shall place the matter before the Members for a vote.

8. Banking Relationships. The League Insurance Government Health Team shall establish bank accounts necessary to carry out the terms and meet the operational needs of this Agreement. Controls shall be established and funds shall be invested so that the League Insurance Government Health Team is managed in a conservative and prudent manner.

9. Member Examinations and Audits. The League Insurance Government Health Team may examine and audit a Member's records at any time during the period this Agreement is in effect, and during any extensions hereof, and within three years after such Member is no longer a Member of the League Insurance Government Health Team, insofar as the records may relate to the subject matter of this Agreement.

10. Place of Business. The principal place of business for the League Insurance Government Health Team shall be 1335 L Street, Lincoln, Nebraska 68508 or at such other place as determined by the Administrator. Notice provided via United States Postal Service by a member to the League Insurance Government Health Team at this address shall be considered proper notice to the League Insurance Government Health Team and all participating

members of the League Insurance Government Health Team. The Administrator may employ necessary staff for the positions authorized by the Board; the Administrator also may purchase, lease, or rent real or personal property with the approval of the Board in order to carry out the business and purpose of the League Insurance Government Health Team.

11. Conformity with Law. In the event any term or provision of this Agreement is in conflict with the laws and statutes of the State of Nebraska as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.

12. Fiscal Year. For the initial year in which the League Insurance Government Health Team is formed, the fiscal year shall begin on July 1, 2022 and end on September 30, 2022. Thereafter, the League Insurance Government Health Team's fiscal year shall begin on October 1 of each year and end on September 30 of the following year, unless determined otherwise by the Board.

13. Liability. No Member in the League Insurance Government Health Team shall, by reason of this Agreement, have any liability for claims brought by third parties against any other Member. The liability for any claim against a Member shall remain the sole and exclusive liability of the Member.

14. Termination of the Agreement. This Agreement shall terminate upon the occurrence of all of the following events: (a) the League Insurance Government Health Team has dissolved pursuant to Section 7; (b) all amounts owed by the Members have been paid in full; and (c) all amounts owed for claims and other expenses have been paid in full.

15. Execution in Counterpart. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth in the attached Resolutions and acknowledged below.

MEMBER MUNICIPALITY

Signature: _____

Title: _____

Name of Municipality: _____

Date: _____

LEAGUE INSURANCE GOVERNMENT HEALTH TEAM

Signature: _____
Chairperson, League Insurance Government Health Team

Date: _____

**LEAGUE INSURANCE GOVERNMENT HEALTH TEAM
MEMBERSHIP AGREEMENT**

This Agreement is entered into by and between the League Insurance Government Health Team (“LIGHT”) and _____ (the “Member”), a Nebraska employer, for participation in LIGHT and the LIGHT Member Health Plan (the “Plan”), for coverage effective July 1, 2022. Membership in LIGHT shall make health insurance coverage available for the Member’s eligible employees and dependents who participate under the Plan. In consideration of mutual promises, the undersigned parties agree as follows:

Section 1. Membership. The undersigned employer hereby agrees to become a member of LIGHT (a “Member”) upon and subject to the terms and conditions of the League Insurance Government Health Team Interlocal Agreement (the “Interlocal Agreement”), Bylaws of LIGHT, and this Agreement for and during the term of this Agreement.

In order to qualify for membership, the undersigned employer represents that it meets all of the following qualifications:

- (i) Is a city or village in the State of Nebraska;
- (ii) Constitutes an employer as defined under ERISA § 3(5);
- (iii) Employs in the State of Nebraska at least one common law employee;
- (iv) Is a dues-paying member in good standing with the League of Nebraska Municipalities; and
- (v) Elects to participate in the Plan and executes a Plan subgroup application, which is incorporated by this reference.

Section 2. Agreement with Respect to Formation and Existence of LIGHT. The Member acknowledges and agrees that LIGHT is an entity that has been formed by constituent members, and as such, is and shall have such powers as are set forth its Interlocal Agreement and Bylaws.

Section 3. Member Obligations. For and during the Term of this Agreement, the Member agrees as follows:

- (i) To maintain its status as a qualified Member under the provisions of Section 1 of this Agreement and to notify the LIGHT Board of Directors as soon as the Member has knowledge that it no longer meets the qualifications under Section 1 of this Agreement;
- (ii) To comply with the Interlocal Agreement and Bylaws of LIGHT as the same now exist or may from time to time hereinafter be amended;
- (iii) To maintain a membership in good standing with the League of Nebraska Municipalities;
- (iv) To comply with all administrative requirements and procedures of the Plan, including, but not limited to, continuation coverage under state or federal law;
- (v) To notify the insurer timely and accurately within thirty (30) days of any change to the name; address; eligibility for coverage, including, but not limited to, any changes to the eligibility of a Member’s employee who fails to satisfy the “actively-at-work” requirement or minimum weekly working hours

requirement;¹ or other change to enrollment of the Member, the Member's employee, or the Member's employee's dependent;

(vi) To provide any and all data, documents, and information, including enrollment and eligibility information, which LIGHT, its agents, or its consultants may from time to time require in order for LIGHT to administer the Plan;

(vii) To cooperate with LIGHT in all matters related to LIGHT's administration of the Plan including, but not limited to, cooperating with any and all Plan audits by LIGHT or the insurer, and completing any and all certifications received by the Member from LIGHT or the insurer for the purpose of verifying a Member's eligibility, a Member's employee's eligibility, or a Member's employee's dependent's eligibility to participate in the Plan;

(viii) To comply with the terms and conditions of the Plan as the same may from time to time be amended and modified;

(ix) To make payment of premiums and any fees for Plan coverage or operational expenses pursuant to the terms and conditions determined by the insurer for the Plan;

(x) To make payment of any fees approved by the Board to fund the operation of LIGHT;

(xi) To distribute Plan documentation in the manner specified by law, LIGHT, and/or the insurer, as applicable, to Member's employees and dependents. The Member agrees to indemnify LIGHT, the Plan, the insurer and their employees, agents, directors, officers and assigns (collectively, the "Indemnitees") and to hold each of them harmless from any and all liabilities, claims, penalties, tax assessments or other obligations which may arise, directly or indirectly, from the Member's failure to comply with its obligations as set forth in this Section 3(xi);

(xii) To annually sign a subgroup application furnished by the Plan verifying compliance with Plan requirements;

(xiii) To authorize LIGHT to act as the Plan Sponsor for the Plan; and

(xiv) To authorize the League of Nebraska Municipalities to act as the Plan Administrator for the Plan.

Section 4. Services Provided by LIGHT. For and during the Term of this Agreement, LIGHT, acting as the agent for and on behalf of its Members, hereby agrees as follows:

(i) To enter into negotiations with one or more insurance companies for the provision of health, dental, or other insurance coverage;

(ii) To enter into one or more agreements with an insurer for the provision of health, dental, or other insurance coverage and to provide the Member with a copy of each said agreement and all amendments thereto as soon as is reasonably possible following their complete execution; and

(iii) To manage the property, business, and affairs of the Plan, including the administration of the Plan.

¹ The "actively at work" requirement shall be met under the following three circumstances: (1) the employee is actively performing the customary duties, responsibilities, and obligations of the role which the employee is employed to perform; (2) the employee is on leave under the Family and Medical Leave Act (FMLA), whether paid or unpaid; and/or (3) the employee is on an approved paid leave. The minimum weekly working hours requirement is waived for all periods in which the employee is on FMLA leave, but shall apply in all other circumstances, including periods of approved paid leave. Where an employee is on approved paid leave, to meet the minimum weekly working hours requirement, the employee must have available and use paid leave equal to or in excess of such requirement.

Section 5. Term and Termination

Section 5.1 Term. Subject to any Renewal Term(s) and unless sooner terminated as provided below, this Agreement shall be for a term commencing on July 1, 2022, and continuing thereafter until June 30, 2023 (the “Initial Term”). This Agreement shall renew automatically for subsequent one year terms (the “Renewal Term(s)”) unless and until (i) a new Agreement is required by LIGHT, (ii) this Agreement is terminated as provided herein, or (iii) notice of non-renewal is provided in accordance with Section 5.2 of this Agreement. The Initial Term and any Renewal Term(s) shall be referred to collectively herein as the “Term” or the “Terms.”

Section 5.2 Notice of Non-Renewal. Notwithstanding anything herein to the contrary, the Member may preclude the automatic renewal described in Section 5.1 of this Agreement by providing written notice to LIGHT at least thirty (30) days prior to the commencement of the Renewal Term.

Section 5.3 Termination. This Agreement may be terminated during its Term as follows:

(i) Voluntary Termination. At any time by mutual written consent of each of the parties, and in compliance with any timeframe stipulated by the insurance company providing the policy for health insurance coverage at the time of termination.

(ii) Involuntary Termination. After due notice and hearing, at any time upon the affirmative vote of a majority of LIGHT’s Board of Directors in the event the Member fails to pay any contribution or assessment to LIGHT, fails to meet the qualifications of Section 1 of this Agreement, fails to comply with the Member obligations of Section 3 of this Agreement, or fails to comply with the laws of the state, rules of the Nebraska Department of Insurance, or bylaws or Interlocal Agreement of LIGHT.

Section 5.4 Effect of Termination or Expiration on Plan Participation. Participation in the Plan will cease on the date this Agreement terminates or expires. The Member shall remain liable for any costs and obligations incurred by LIGHT while a Member, and for any contractual obligation the Member has entered into with LIGHT on or before the date of termination.

Section 6. Indemnification. The Member hereby agrees to indemnify and hold LIGHT and its officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs, or expenses (including without limitation court costs and reasonable attorneys’ fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation, or other proceeding and arise out of or relate in whole or in part to: (i) any act or omission of the Member or any of its board members, officers, employees, agents, or representatives which occurs in the course of the Member’s performance of this Agreement; or (ii) failure by the Member to observe or perform any obligation, undertaking, or agreement required to be observed or performed by the Member pursuant hereto. The Member hereby further agrees to indemnify and hold the Plan, LIGHT, and LIGHT’s officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs, or expenses (including without limitation court costs and reasonable attorneys’ fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation, or other proceeding, and arise out of, or relate in whole or in part to, or that occur as a result of the Member’s failure to comply with applicable law with respect to the Plan.

Section 7. Budgeting and Finance. The Board of Directors of LIGHT will establish a budget covering the operations of LIGHT each year, on an annual basis. LIGHT intends to obtain the funding for its budget through member fees. The Member acknowledges and agrees that LIGHT may collect such fees to cover its operational expenses in the amount, at the time, and in the manner determined by LIGHT’s Board of Directors. To facilitate planning, the estimated amount of funds required annually from each Member will be set by the Board and reflected on Exhibit “A” attached hereto and incorporated by this reference. To the extent the costs and expenses of operating LIGHT are not otherwise paid or provided by these sources, said costs and expenses will be financed by the Members and, unless otherwise agreed in writing, will be prorated based on the ratio of the

Member's number of participating employees (including the Member(s)) receiving coverage under the Plan for the immediately preceding calendar year to the aggregate number of total participating employees (including the Member(s)) receiving coverage under the Plan for such year.

Section 8. Amendment. This Agreement may be modified only by a written amendment duly executed by both the Member and LIGHT. No alteration or variation of the terms and conditions of the Agreement shall be valid or binding unless made in writing and signed by both the Member and LIGHT. Every amendment shall specify the date on which its provisions shall be effective.

Section 9. Assignment. Neither the Member nor LIGHT may assign or transfer any of its or their interest, rights, or duties under this Agreement to any person, firm, or entity without prior written consent of the other party to this Agreement, which consent may be granted or withheld by the other party in its sole discretion. In the absence of such written consent, any such assignment or attempted assignment shall be invalid and shall constitute a breach of this Agreement.

Section 10. Governing Law. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Nebraska.

Section 11. Entire Agreement. This written Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and any prior or contemporaneous representations, promises, or statements by the parties that are not expressly incorporated herein or therein shall not serve to vary, contradict, augment, modify, or supplement the terms set forth in this Agreement.

Section 12. Survival. All rights, remedies, obligations, and all covenants and agreements set forth in this Agreement which by their terms require or contemplate performance which is to extend or occur after the expiration or termination of the Agreement shall survive the termination or expiration of the Agreement and shall remain in effect and be enforceable as between the parties hereto in accordance with the terms.

Section 13. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall constitute an original, and all shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have signed this Agreement fully intending the same to be binding upon themselves and their respective trustees, receivers, successors and permitted assigns.

Employer Member **League Insurance Government Health Team**

Name of Employer

By: _____
Signature

By: _____
Signature

Print Name and Title

Date

Print Name and Title

Date

EXHIBIT "A"
Member Fees

Pursuant to Section 7 of this Agreement, Member fees for the Plan Year beginning July 1, 2022 will be zero dollar (\$0.00) per month for each employee covered under the Plan. LIGHT will notify the Members of the amount of the Member fees determined by the Board prior to each subsequent Plan Year.

Item #8

Library Report

**Bennington City Council Meeting
February 13, 2023
Library Report**

**Bennington Public Library
Board of Trustees Meeting
January 24, 2023
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.

Library Programs & Services

Program attendance for the past two months can be found in the November and December circulation statistics reports. (Reported to City Council 1/9/2023.)

Kate began creating **Early Lit Kits** last fall. They continue to be a hit with the children and parents. They include a passive activity to do while in the library as well as an activity to do at home.

Santa's Workshop was a hit and well attended. Natalie delivered a box full of food donations given by families who attended to our local food pantry. Teen (BLAB) volunteers and community groups (Leos and Badger Buddies 4-H) were, again, instrumental in the success of the event.

In an effort to attract more attendance on Tuesday afternoons, Kate transformed Playlab into **Open Art Studio**--*Let the creative juices flow in our Open Art Studio, open Tuesdays from 3:30-4:30 PM! Each week the library will provide the art materials and space for artists to create with. We welcome all things messy and creative (parents that means no home clean-up!). Participants can take their work home, or keep it at the library for display! All ages are welcome.*

Our **Read with a Dog!** program has been ramped up and will be offered consistently on the first Saturday of the month, May through September with a chance for children to win a free book. --*Come read with a dog at the Bennington Public Library. This event is a perfect opportunity for friends to practice the skill of reading aloud to patient and non-judgmental ears...dog ears! Make sure to grab a Read with a Dog "punch card" – when you participate in 5 Read with a Dog events, you get a free book!*

The teens held their annual potluck feast and volunteer project—**TeensGivingBack** at the end of November. Holiday treat jars were assembled and given to community helpers in greater Bennington (Fire Department, Police, etc.)

The **Teen Time** expectations and permission form was well received by both the kids and parents. Shay noted that it was good to meet some of the parents who stopped in to sign the forms. The clear expectations for the teens and their parents have contributed greatly to the quality of the program.

In an effort to expand and adapt to the interest of those participating in the Teen Art Show, the event will be called the **Youth Art Show** (ages 8 – 18) and will take place on the 4th Monday of the month at 4:00 PM.

We were happy to see that the Douglas County Post Gazette published the press release sent in by Heather Goertz about the all-day **Mental Health First Aid Training** we are hosting on February 4 in the community conference room. Heather Goertz approached the library about Region 6 Behavioral Healthcare's efforts to establish Information Access Centers in the Bennington community. The library is serving as a location to access Behavioral Healthcare information and resources provided by Region 6. We have a few print resources that have been donated for our nonfiction collection and prescription lock boxes. We hope to receive flyers/pamphlets from Region 6 to have on hand.

Statistical Report

The annual report required by the Nebraska Library Commission for accreditation and state aid funding is nearly complete. A summary of the report will be included in the Library report to the City Council in February.

Internship Grant

The Nebraska Library Commission approved our Internship Grant request in the amount of \$500.

Technology/Misc.

Issues with the self-check station regarding receipt printing and short/old barcode scanning are resolved. Thanks to the Public Works Department the computer cables for the self-check are being threaded through a hole they cut for us in the desk.

John Bohrer initiated the start of regular weekly city department head meetings, beginning today, to help with organization and communication processes.

Bennington Public Library
Annual Statistical Report Summary

October 1, 2021—September 30, 2022

*The mission of the Bennington Public library is to inspire lifelong learning, advance knowledge, and strengthen community.
The Bennington Public Library creates opportunities to engage, connect, and discover.*

		previous year
Operating Expenditures	\$226,367	\$183,812
Revenue Sources:		
City General Fund	\$131,871	\$106,808
Douglas County Library Levy	\$77,611	\$65,071
Fees collected (replacement, copier, non DC resident)	\$2,400	\$1,179
Grants	\$3,770	\$500
Donations	\$4,430	\$4,793
Library State Aid Award	\$1,615	\$1,849
ARPA Federal Grant	\$4,670	\$3,612
Library Collections		
Print Materials/Books, etc. (1,082 added, 1,073 withdrawn)	18,351	18,366
Audio books on CD (1 added, 176 withdrawn)	719	894
Videos-DVD's, etc. (17 added, 66 withdrawn)	1,640	1,689
Print serials subscriptions	8	11
Other-Kits, Partnership Passes, Cake Pans, eReaders, etc.	120	115
Total Physical Units	20,838	21,075
E-books downloadable titles	35,245	32,214
Audio downloadable titles	24,094	20,575
Total Digital Units	59,339	52,789
Total Materials Held at end of year	80,176	74,013
Registered borrowers (1,052 new cards added)	5,980	5,330
Library Visitors	35,410	26,943
Website Visitors	12,793	9,053
Uses of Public Internet Computers	1,046	908
Uses of Newsbank Database-Omaha World Herald	3,606	n/a
Circulation of Library Materials		
Adult materials-physical items	13,781	10000
Adult eBook/Audio downloads	10,580	8740
Total Circulation of Adult Materials	24,361	18740
Children physical items	75,081	55757
Children eBook /Audio download	3,538	4042
Total Circulation of Children's Materials	78,619	59799
Other materials-Cake Pans, Kits, eReaders, etc.	483	
Total Circulation of Library Materials	103,463	78,539
Library Programs	Programs/Attendance	
Children's Programs	229/5528	132/4131
Teen Programs	59/964	7/99
Adult Programs	59/290	35/224
Total Programs/Attendance	347/6782	174/4454

Item #10

Public Works Report

January 2023 Public Works report

Parks:

Picked up trees from around town

Cut down 3 ash trees by outfield of legion and walking path

Cut down ash tree over 3rd base bleachers

Streets:

Few small and decent snow events. Paid about \$19,500 to snow removal contractor. About \$35,000 remaining in budget

General:

Derek and Jake Attended Nebraska turf conference

Derek earned his pesticide applicators license

Derek, John and Jake attended Nebraska Arborist Conference

Helped library move book boxes to city garage and christmas decorations across the street

ITEM #11
Office Report

2022/23 MINDI REPORT

ALL REVENUES BUDGETED -----\$ 3,452,077
 ALL EXPENSES BUDGETED -----\$ 5,090,032
 BUDGETED DIFFERENCE -----\$ 1,637,955

IMPACTS TO THE BUDGET -- 4 MONTH REVIEW 1/31/22

EXPENSE IMPACTS TO BUDGET

(IMPACTS LISTED IN RED ARE RESTRICTED FUND IMPACTS)

	YTD Spend	Budgeted		Difference
• 6090/6196 - ENGINEERING	\$ 111,937	\$ 170,000	\$	58,063.00
• 8918 - PARK EQUIPMENT - PLAYGROUND EQUIPMENT	\$ 31,638	\$ 77,000	\$	45,362.42
•	\$ -	\$ -	\$	-
•	\$ -	\$ -	\$	-
•	\$ -	\$ -	\$	-
•	\$ -	\$ -	\$	-
•	\$ -	\$ -	\$	-
			\$	103,425.42

REVENUE IMPACTS TO BUDGET

	YTD Deposits	Budgeted		Difference
• 5205 - PUBLIC HEARING FEES (RIDGEWOOD REPLAT ADMIN FEES)	\$ 52,724	\$ 23,000	\$	29,724.12
•	\$ -	\$ -	\$	-
•	\$ -	\$ -	\$	-
•	\$ -	\$ -	\$	-
•	\$ -	\$ -	\$	-

ITEM #12

Project Tracker

City of Bennington Project Tracker



Feb-23

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	I am coordinating with NDOT on final quantities and will calculate the estimated final school contribution (waiting on final engineering costs from NDOT then can review with Mayor and School). The pavement marking review was completed in December 2022 and no issues were found. NDOT will start the project closeout process and audit. A final invoice will be send when that is completed (hopefully by Sept). I ave reached out to NDOT since we have not received an invoice since August to get a timeline on future invoices and close out.
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 April annually (present findings in May).
Bennington Lake, Lot 2	090034	Administration	Julie Ogden	General Engineering	On-Going	The large 5 acre lot will be split into three separate residential lots with a new street connecting to an interior street. With the council approval in October, we are waiting on the plans for improvements to review/approve prior to construction starting on the street/storm sewer. City comments have been addressed and the improvement plans are approved. Construction has been pushed back to 2023 as the owner/builder completes other sites/houses.
Bennington Park Lot 1 (large lot behind Runza)	090034	Administration	Julie Ogden	General Engineering	On-Going	A pre-application meeting was held to review and updated concept for this lot which combines duplex units (for sale) and townhome style buildings (for rent). The concept was revised after meeting with the neighborhood residents. The application was submitted for a February PC meeting.
Building Permits	090034	Administration	Tyler Hevlin	General Engineering	On-Going	<ul style="list-style-type: none"> • Pool/House Building Permit at Bennington Lake •
Kempton Creek (original)	090034	Administration	Julie Ogden	General Engineering	On-Going	<p>Current Activity on Phase 1 of the project:</p> <ul style="list-style-type: none"> • Grading, Sanitary Sewer, Storm Sewer and Paving Work is completed on the interior of the subdivision. Bennington Road Turn lane improvements are complete • Plans for the 156th Street Improvements have been approved and the project was rebid in January. The bids were lower than 2022 but still over the engineer's estimate. Based on a conversation with the County, it is likely this bid will be accepted and work will occur this year. This project does include repairs to the street on the south side of the Papiro Creek Bridge. • Design of the trail along Kempton Creek Drive will be completed over the winter and it will be coordinated with improvements to Nuemeyer Farms development of the first field(s) and parking. The developer anticipates construction on the trail (and general obligation sidewalks) in summer/fall 2023. • Building permits are being issued for the development.
Kempton Creek, Phase 2	090034	Administration	Julie Ogden	General Engineering	On-Going	<p>Current Activity on Phase 2 of the project:</p> <ul style="list-style-type: none"> • Grading coordination with the NRD has been completed and grading should be done over the winter (pending weather) or spring. • Sanitary Sewer, Storm Sewer and Paving Plans are anticipated to be submitted this winter for review with construction in the summer/fall of 2023. <p>The developer has submitted a concept for a revision to phase 2, a pre-applicaiton meeting is scheduled to discuss this.</p>

Project	JEO Project No.	JEO Department Lead/In Project	Assigned To	Contract Executed	Status	Update Comments From Previous Month
Morgan Ridge (Logemann Property Development)	90034	Administration	Julie Ogden	General Engineering	On-Going	The preliminary plat has been approved. The developer and the city continue to coordinate on sanitary sewer connections (one through park and outfall to Heritage). Timing of improvements on Rainwood Road are in discussion with County. Final plat was approved at the May Meeting for phase 1. Construction plans are anticipated to be submitted in the next months for review. Grading is not anticipated to start until Fall (after crops are harvested) with construction of public improvements in 2023. Subdivision Agreement is in development. Updated documents for subdivision agreement have been received and are in review. The developer has submitted a concept for a revision to phase 2, a pre-application meeting is scheduled to discuss this.
Newport Vista subdivision, Phase 2	090034	Administration	Julie Ogden	General Engineering	On-Going	Phase 2 final plat was previously approved. Punchlist work is underway and utility installation is in process. Anticipate building permits being allowed to be issued at some point in 2022. MUD has installed water and OPPD is currently installing power. Trail and General Obligation walks will be design over the winter and constructed in the spring/summer of 2023.
Ridgewood Lots on 149th Circle	90034	Administration	Julie Ogden	General Engineering	On-Going	This property is north of the Ridgewood Retirement Community Building. Final plat was approved. Subdivision Agreement is in process and comments on the construction plans have been approved. One requirement of the developer is to coordinate access with the adjacent properties on N 149th Circle, especially ones impacted by pavement removal. Grading and utility improvements have begun and coordination with adjacent property owners is on-going by developer.
The Heritage Replat 6 (old school site)	090034	Administration	Julie Ogden	General Engineering	On-Going	Majority of the construction is completed. City has done a walk thru on the development improvements and provided a couple items to be addressed - have not been completed as of 11-20-22. Requested an update from Developer on project. The contractor has some erosion control/rock to be placed in the creek on the large culvert under Rainwood Road. It appears that maybe some water or gas has been brought to the site. I would anticipate the area should be ready for building permits later this winter or early next spring.
Waters Edge @ 168 Mueller Property (adjacent to Middle School)	90034	Administration	Julie Ogden	General Engineering	On-Going	A final plat with rezoning request (R-4) was approved in April and the preparation of the subdivision agreement is underway. Sanitary Sewer plans have been approved. Paving and storm sewer construction plans have been approved. Subdivision Agreement is in development. Prior to development of the multi-family lot a conditional use permit may be required depending on the number of units.
Bennington Public Works Building	220296	Architecture	Corey Brodersen	yes	In Design	A preliminary concept review meeting was held to review options and layouts at the site. The site on Bennington Road has been surveyed. A proposed grading plan has been developed and on the February Agenda is an agreement to complete the flood plain permitting process to allow for grading (fill) of the site. A final report on the proposed structure should be completed by March Council Meeting.
Nuemeyer Farms (recreational park)	090034	Administration	Julie Ogden	General Engineering	Bidding	The Bennington Soccer Club was awarded a grant for this project and the project team is working with Nebraska Department of Economic Development to get it moving forward. Current plans are to have the final bid package for council approval in January and award in February. Construction to begin in the Spring of 2023. The fields should be ready for use (if seeding is completed in May 2023) for the Spring/summer season of 2024. Bids were received on this project February 7th. Consideration of award is on the agenda for February Council Meeting.
Warehouse Street Improvements	090034	Administration	Julie Ogden	General Engineering	Bidding	This is proposed to be the next street project and with potential funding from Covid recovery, the project could be started so it would be ready to move forward if needed. The limits are proposed to be from Molley Street to Allen Street. The public works department had the sanitary sewer line inspected to determine if it should be replaced with the street work. Meeting with property owners has been held and final plans are on the agenda for the December meeting. Bids were received on this project February 7th. Consideration of award is on the agenda for February Council Meeting.

Project	JEO Project No.	JEO Department Leadina Proiect	Assigned To	Contract Executed	Status	Update Comments From Previous Month
156th Street Lighting, N 2nd Street to CW Haden Drive	090034	Administration	Julie Ogden	General Engineering	Under Construction	FROM OPPD: We changed a few things and added some additional lights. The 4 lights along the east side of 156th will be direct embedded pole without outlets, similar to the ones along Warehouse Rd. The other 6 will have screw-bases and outlets. Based on a call with Bert he has been told this work is Scheduled to start (boring work) January 5th and be completed in January or February.
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 2022 or 2023 since 156th Street will be complete and it could include any ASIP projects identified.
The Heritage Replat 5 (Lots 172 to 178)	090034	Administration	Julie Ogden	General Engineering	Warranty Period	A number of lots were combined into one large lot and donated to UNO (prairie grass). A cul-de-sac was required to be constructed and that work should occur in 2021. I have confirmed punch list are completed. Warranty will expire in November 2023.
Tim Ohrt Park Improvements	90034	Administration	Julie Ogden	Yes	Warranty Period	With the fundraising occurring for new park playground equipment, the City is revisiting construction of access from 2nd and Allen Street and a new parking lot for the west side of the park. Warrant on this project is thru November 2023. Grant amount was \$50,000. The reimbursement request for grant to NRD will be prepared by Mindi and Julie. We anticipate submittal in Late January or February as long as there are enough expenses to cover the costs.
156th Street & Centennial Park Decorative Lighting	090034	Administration	Julie Ogden	General Engineering	Complete	City's contractor has completed their part of the work and we are coordinating with OPPD on getting the lights installed. Due to utility issues, OPPD will be installing the 4 lights along the west side of the library with direct bury bases instead of screw in bases. This has been completed
Newport Hill	090034	Administration	Julie Ogden	General Engineering	Complete	JEO reviewed and responded to the SID's request to remove splitter islands within the subdivision. It appears (via aerial map) that this work has been done. I will make a site visit to confirm.
Possible Development on 168th, just north of future Rainwood Road	90034	Administration	Julie Ogden	General Engineering	Inquiry	City staff attended a meeting with the Developer and City of Omaha Staff on development of a property that splits both jurisdictions. The concept would be for single family residential (likely R-3). Development of Rainwood Road is needed for access. The developer does not currently plan to phase the development unless Rainwood Road would delay the Bennington side.
Alley Improvements - Between Stark and Alley Streets, south of Bennington Road	090034	Administration	Tyler Hevlin	General Engineering	On Hold - Per City	JEO has developed a petition and an exhibit for the City to disperse to the parcel owners along the Stark-Allen Alley. The exhibit included approximate construction costs that would be assessed to the various lots. The petition and exhibit has been provided to the City for their use. JEO was asked to review the short-term solutions of the rehabilitation of the alleys. A summary email was provided to Mayor John. A meeting was held with property owners on July 7th. Property owners were provided information on potential costs along with a petition document they can use. It did not appear that there is a majority of property owners interested in the alley improvements at this time due to costs and economic conditions.
Vermont Street Improvements	0900034	Administration	Tyler Hevlin	General Engineering	On Hold - Per City	Former Mayor John has inquired what possibilities exist for improvements to Vermont Street. JEO informed Mayor John of history related to improvements completed 8-10 years ago, and attempts to create a street improvement district. JEO has advised that installing millings is not desirable as the City will struggle maintaining them in the future with their equipment. Discussion is still open, but looking for opportunities to grade and add aggregate to street as a part of another future project.

Project	JEO Project No.	JEO Department Leadina Proiect	Assigned To	Contract Executed	Status	Update Comments From Previous Month
Bennington Farm (Christmas Tree) Property - Rezoning	090034	Planning	Julie Ogden	General Engineering	On Hold - Waiting on Applicant	Initial Platting and Rezoning is completed. A rezoning request was on the Planning Commission for the portion of the property where the existing structure sits. The planning commission had many questions and tabled the consideration of the re-zoning for submittal of a preliminary/final plat and traffic impact study, as requested by NDOT. We have received the traffic study and sight distance review. Planning Commission has reviewed and recommended approval for council consideration at the October meeting. This is on hold pending outcome of litigation.
Ridgewood Lots 1 & 2	090034	Administration	Julie Ogden	General Engineering	On Hold - Waiting on Applicant	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.