Planning Commission

3-26-2025 Minutes

City of Bennington
Planning Commission Meeting Minutes
Wednesday, March 26, 2025; 6:00 P.M.
City Office, 15505 Warehouse St.
Bennington, NE
402-238-2375

Call to Order – Open Meeting Act – Roll Call
Planning Commission Chair James Bartles called the meeting to order at 6:00 p.m. The following members were present: James Bartles, Karen Hohman Anita Ortiz, Jeff Ryan, Mike Valasek and Bob Zaruba. Member Haime Dias was absent. City Clerk Mindi Laaker identified the Open Meetings Act location that is available to the public.

Approval of February 26, 2025 Meeting Minutes
Motion by Valasek, second by Ortiz to approve the minutes as presented. With Hohman and Zaruba abstaining, all voted in favor and the motion carried.

Consideration of two Freestanding Monument Identification Signs in a Medium Density Residential (R-3) Zoning District both located west of 156th Street with one being south of Kempten Creek Drive and one being north of Bennington Boulevard
City Engineer Julie Ogden presented the signs that meet standards. Pending approval are the Landscaping Plan and the HOA Maintenance and Operation Plan.

Bartles opened a public hearing and there were no comments.

Motion by Zaruba, second by Ortiz to table the Conditional Use Permits until the April 2025 meeting. All voted in favor and the motion carried.

Consideration of a Church in a Downtown Commercial (C-3) Zoning District located at 15416 South Second Street
Member Jeff Ryan stated that he had a conflict of interest and would not be participating in the discussions or vote on this matter.

City Engineer Julie Ogden presented the application that includes worship, youth activities, rehearsals, bible study and worship teams. Calculated on-street parking requirements are suitable.

The applicant via Van Wren addressed the Commission on the Church's history in the community.

Bartels opened a public hearing and there were no comments.

Motion by Bartels, second by Zaruba to approve the Conditional Use Permit as presented subject to compliance with the City Engineer's letter requirements and building codes for restrooms. Roll call vote: Bartels – yes, Hohman – yes, Ortiz – yes, Ryan – not participating due to conflict of interest, Valasek – yes, Zaruba – yes. Motion carried.

Review and Discussion of Current Future Land Use Map
City Engineer presented discussions regarding a Commercial, Business or Mixed-Use development along Military Road between 168th and 180th Streets and near a future Bennington Public High School.

Adjourn
Motion by Hohman, second by Zaruba to adjourn the meeting at 7:00 p.m.

ITEM #2 Consent Agenda

City of Bennington
City Council Meeting Minutes
Monday, March 10, 2025; 6:00 P.M.
City Office, 15505 Warehouse Street
Bennington, NE
402-238-2375

Call to Order - Roll Call – Open Meetings Act

Mayor Clint Adams called the regular monthly meeting to order at 6:00 p.m. on Monday, March 10, 2025. In attendance were City Council Members Kaye Bridgeford, Rob Hamilton, Adam Lee and Shane Pekny. City Clerk Mindi Laaker identified the Open Meetings Act location that is available to the public.

Approval of Consent Agenda

A. February 10, 2025 City Council Meeting Minutes
B. February 2025 Bills Paid
C. Keno Receipts: February 8.75%: $11,157.55
D. JEO Consulting Invoices for:
    i. General Engineering Invoice No. 158557 for $7,820.00
    ii. Neumeyer Farm Invoice No. 158556 for $1,628.75
    iii. Public Works Building Invoice No. 158481 for $34,000.00

BILLS PAID IN FEBRUARY	
CITY	
ALL MAKES OFFICE EQUIPMENT CO	105.42
BERGANKDV, LLC	2,250.00
BLUE CROSS BLUE SHIELD OF NEBRASKA	850.36
L.C. SERVICES	35.00
MUTUAL OF OMAHA	130.68
MUTUAL OF OMAHA	162.56
RATINA CRAWFORD	1,157.91
MINDI LAAKER	981.23
NATIONWIDE	2,322.83
NATIONWIDE	4,435.43
INTUIT	662.00
COX BUSINESS SERVICES	106.32
MUD	52.95
OFFICE DEPOT, INC	18.99
U.S. POSTAL SERVICE	120.00
I3 BANK HSA	157.50
IRS	8,528.14
RATINA CRAWFORD	1,139.36
MINDI LAAKER	981.22
I3 BANK BOND PAYMENT	153,207.50

NATIONWIDE	2,279.55
NATIONWIDE	4,392.11
I3 BANK HSA	157.50
CREATIVE PLANNING	240.00
THE DAILY RECORD	32.00
FILTER SHOP	9.55
JEO CONSULTING, INC	23,821.25
OPPD	300.96
WM COPRORATE SERVICES, INC	62.50
I3 BANK HSA	157.50
ALL MAKES OFFICE EQUIPMENT CO.	25.72
THE DAILY RECORD	240.50
TAX PAYMENT	8,172.53
I3 BANK HSA	157.50
CITY TOTAL	**217,454.57**
SEWER	
ONE CALL CONCEPTS	42.21
PEOPLE SERVICE	1,430.00
SEWER TOTAL	**1,472.21**
LIBRARY	
MRS. NATALIE HARTLEY	31.91
BLUE CROSS BLUE SHIELD OF NEBRASKA	4,685.19
INGRAM	267.10
JESSICA ROSE DESILVA	341.00
L.C. SERVICES	92.00
MUTUAL OF OMAHA	175.23
MUTUAL OF OMAHA	263.44
NEBRASKA LIBRARY COMMISSION	1,212.75
SAM'S CLUB MC/SYNCB	1,836.88
LYNN BARNA	50.43
JOHNNA BIERMAN	1,346.52
LISA FLAXBEARD	1,538.84
NATALIE HARTLEY	710.83
HEATHER LUTH	1,202.29
LYDIA PILE	225.84
TARYN STERN	192.06
BAKER & TAYLOR BOOKS	134.66
COLLABORATIVE SUMMER LIBRARY PROGRAM	762.72

COX BUSINESS SERVICES	136.13
DEMCO	210.05
MUD	247.10
JOHNNA BIERMAN	1,349.16
LISA FLAXBEARD	1,538.83
NATALIE HARTLEY	903.61
HEATHER LUTH	1,202.29
LYDIA PILE	302.74
TARYN STERN	198.82
JESSICA ROSE DESILVA	341.00
FILTER SHOP	27.85
GREAT AMERICA FINANCIAL SERVICE	437.53
INGRAM	374.39
OPPD	138.60
THREE RIVERS LIBRARY SYSTEM	5.00
WM COPRORATE SERVICES, INC	120.65
ALL MAKES OFFICE EQUIPMENT CO.	138.93
LIBRARY TOTAL	**22,742.37**
POLICE	
DAN STOCKER	369.15
2 MEN AND A SHOP	36.19
BEN TYSOR	60.00
BLUE CROSS BLUE SHIELD OF NEBRASKA	10,275.38
COX BUSINESS SERVICES	202.21
MUTUAL OF OMAHA	469.93
MUTUAL OF OMAHA	459.15
DEVIN CRINKLAW	175.76
ANDREW HILSCHER	2,614.53
JAYME IVERSEN	1,768.95
DONALD MCGUIRE	263.64
STACIA NELSON	1,925.62
MARK NOONAN	124.34
JONATHAN STARKE	2,257.11
DANIEL STOCKER	2,042.10
FORENSIC EDUCATION	450.00
ALL CREATURES VETERINARY CLINIC	33.00
BENNINGTON AUTO SALE	110.02
GALLS INC	127.06
GREAT PLAINS UNIFORMS	123.99

MUD	150.00
ANDREW HILSCHER	2,614.55
JAYME IVERSEN	1,585.49
DONALD MCGUIRE	175.76
STACIA NELSON	1,742.17
PAUL SMOOT	194.70
JONATHAN STARKE	2,081.09
DANIEL STOCKER	2,042.08
ABIGAIL WARREN	32.30
DAN STOCKER	63.53
ANDREW HILSCHER	39.60
CUBBY'S	1,722.94
FILTER SHOP	8.96
GALLS, INC	55.90
IDEAL PURE WATER	3.49
OPPD	354.18
WM COPRORATE SERVICES, INC	56.50
AT&T MOBILITY	346.94
OFFICE DEPOT	82.58
ALL MAKES OFFICE EQUIPMENT CO.	59.05
HOLIDAY INN	330.00
POLICE TOTAL	**37,629.94**
PARKS	
BLUE CROSS BLUE SHIELD OF NEBRASKA	916.83
COX BUSINESS SERVICES	46.39
HOME DEPOT CREDIT SERVICES	374.70
MUTUAL OF OMAHA	239.81
MUTUAL OF OMAHA	50.05
JOHN BOHRER	994.05
DEREK BRECHBILL	1,583.05
JACOB CONLEY	2,347.21
ZACHARY RAUSCHER	157.84
NATHAN STIER	297.63
CUBBY'S	131.61
MENARDS - ELKHORN	16.46
MUD	368.13
TY'S OUTDOOR POWER & SERVICE	6,999.12
JOHN BOHRER	994.04
DEREK BRECHBILL	1,583.03

JACOB CONLEY	2,347.21
ZACHARY RAUSCHER	183.06
NATHAN STIER	311.87
JACOB CONLEY	30.44
ELKHORN FENCE CO.	3,590.00
OPPD	533.67
WM COPRORATE SERVICES, INC	444.54
BLADEMASTERS	84,667.57
AMAZON	514.79
AMAZON	200.50
AT&T MOBILITY	23.11
PARKS TOTAL	**109,946.71**
STREETS	
BLUE CROSS BLUE SHIELD OF NEBRASKA	916.82
CITY OF OMAHA CASHIER	851.00
COX BUSINESS SERVICES	46.40
HOME DEPOT CREDIT SERVICES	374.71
MUTUAL OF OMAHA	50.05
NEBRASKA DEPOARTMENT OF TRANSPORTATION	3,298.40
HARSIN BUILT CONSTRUCTION	8,720.00
CUBBY'S	131.61
MENARDS - ELKHORN	16.45
MUD	171.78
TY'S OUTDOOR POWER & SERVICE	2,333.07
JACOB CONLEY	30.44
DOUGLAS COUNTY TREASURER	3,781.01
JEO CONSULTING, INC	17,125.00
OPPD	5,631.81
AMAZON	514.78
AMAZON	200.51
AT&T MOBILITY	23.12
STREETS TOTAL	**44,216.96**
CITY	**217,454.57**
SEWER	**1,472.21**
LIBRARY	**22,742.37**
POLICE	**37,629.94**

PARKS	**109,946.71**
STREETS	**44,216.96**
TOTAL OF ALL BILLS	**433,462.76**

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

Consideration of Text Amendments to Section 5.17 – FW/FF Flood Plain Districts (Overlay District) and adoption of updated flood insurance study and maps related to updates completed by FEMA, DNR and NRD for the Papillion Creek Watershed. The amendments are to update regulations as required to remain in compliance with the Flood Insurance Program

City Engineer Julie Ogden reported that the Papio-Missouri River Natural Resource District (NRD), Nebraska Department of Natural Resources (DNR) and Federal Emergency Management Agency (FEMA) have updated the flood insurance study maps and updated regulations for the Papio Creek basin and its tributaries.

Adams opened a public hearing and there were no comments.

Motion by Pekny, second by Bridgeford to recommend approval of the text amendments and maps as presented. All voted in favor and the motion carried.

Street Closure and Event Application

GEAR's representative Ron Brown explained the car show proposed for Sunday May 25 from 5 a.m. to 6 p.m.

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

Inspro Insurance Renewal

Inspro/Marsh McClellan representative Ben Vetter presented the liability insurance coverages.

Douglas County Agreement for 168th Street Armor Coat Project totaling $25,105.24

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

Ordinance No. 537 Amending the Official Zoning Map of the City of Bennington from a TA Transitional Agriculture Zoning District to an R-3 Medium Density Residential Zoning District for the Land Platted as Morgan Ridge Subdivision Lots 5 – 238 and Outlots C - H, and to a C-1 Highway Commercial Zoning District for the Land Platted as Morgan Ridge Subdivision Lots 1 - 4 and Outlots A and B

Motion by Bridgeford, second by Pekny to introduce and waive three readings of Ordinance No. 537 AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AS ADOPTED BY CITY OF BENNINGTON ZONING REGULATION 3.02 VIA CITY OF BENNINGTON ORDINANCE NO. 460 FROM TA TRANSITIONAL AGRICULTURE

ZONING DISTRICT TO AN R-3 MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT FOR THE LAND PLATTED AS MORGAN RIDGE SUBDIVISION LOTS 5-238 AND OUTLOTS C-H, AND TO A C-1 HIGHWAY COMMERCIAL ZONING DISTRICT FOR THE LAND PLATTED AS MORGAN RIDGE SUBDIVISION LOTS 1-4 AND OUTLOTS A AND B, LOCATED IN SECTION 15, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. All voted in favor and the motion carried.

Motion by Pekny, second by Bridgeford to approve and adopt Ordinance No. 537. All voted in favor and the motion carried.

Ordinance No. 538 Amending the Official Zoning Map of the City of Bennington from an R-2 Low Density Residential Zoning District to an R-3 Medium Density Residential Zoning District for the Land Platted as the Ridgewood Replats 14 and 19-33

Motion by Pekny, second by Bridgeford to introduce and waive three readings of Ordinance No. 538 AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AS ADOPTED BY CITY OF BENNINGTON ZONING REGULATION 3.02 VIA CITY OF BENNINGTON ORDINANCE NO. 460 FROM AN R-2 LOW DENSITY RESIDENTIAL ZONING DISTRICT TO AN R-3 MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT FOR THE LAND PLATTED AS RIDGEWOOD REPLATS 14 AND 19 THROUGH 33, LOCATED IN SECTION 11, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. All voted in favor and the motion carried.

Motion by Bridgeford, second by Pekny to approve and adopt Ordinance No. 538. All voted in favor and the motion carried.

Ordinance No. 539 Amending the City of Bennington's Zoning Regulation 5.17 FW/FF Flood Plain Districts (Overlay District)

Motion by Bridgeford, second by Pekny to introduce and waive three readings of Ordinance No. 539 AN ORDINANCE AMENDING THE CITY OF BENNINGTON'S ZONING REGULATIONS SECTION 5.17 FW/FF FLOOD PLAIN DISTRICTS (OVERLAY DISTRICT). All voted in favor and the motion carried.

Motion by Pekny, second by Bridgeford to approve and adopt Ordinance No. 539. All voted in favor and the motion carried.

Neumeyer Farm Park

A. Phase II: US HUD Community Project Funding Grant Update

Field work is being done on topography.

Motion by Pekny, second by Bridgeford to approve an Agreement with JEO for Preliminary Design and NEPA Services totaling $188,000. All voted in favor and the motion carried.

B. Splash Pad Donation from Logemann Family

Design discussions were held regarding concept, location, size, connectivity and parking.

Library, Police, Public Works, Office and Project Tracker Reports
All monthly reports are on file in the City Office.

Executive Session for Strategy Discussions with City Attorney regarding Contract Negotiations
Motion by Bridgeford, second by Hamilton to go into Executive Session for strategy discussions with City Attorney regarding Contract Negotiations at 6:57 p.m. All voted in favor and the motion carried.

Motion by Bridgeford, second by Hamilton to come out of Executive Session for strategy discussions with City Attorney regarding Contract Negotiations at 7:31 p.m. All voted in favor and the motion carried.

Adjourn
Motion by Bridgeford, second by Hamilton to adjourn the meeting at 7:32 p.m. All voted in favor and the motion carried.

BILLS PAID IN MARCH

CITY

22026	ALL MAKES OFFICE EQUIPMENT CO.	105.42
22032	THE DAILY RECORD	236.66
22033	DOUGLAS COUNTY ELECTION COMMISSION	282.56
22038	MUTUAL OF OMAHA	162.56
22039	MUTUAL OF OMAHA	130.68
22041	PRESTO-X	38.00
22043	BLUE CROSS BLUE SHIELD OF NEBRASKA	850.36
DD	RATINA CRAWFORD	1,139.37
DD	MINDI LAAKER	868.28
AUTO	NATIONWIDE INSURANCE	2,303.89
AUTO	NATIONWIDE INSURANCE	4,416.49
AUTO	IRS TAX PAYMENTS	8,240.43
22048	MUD	52.95
22049	OLD REPUBLIC SURETY GROUP	100.00
22052	WM CORPORATE SERVICES, INC	62.50
22053	YOUNG & WHITE LAW OFFICES	2,524.38
AUTO	I3 BANK HSA	157.50
22055	COX BUSINESS SERVICES	107.39
22057	JEO CONSULTING, INC	7,441.25
CC	U.S. POSTAL SERVICE	146.00
AUTO	INTUIT	805.00
22064	RATINA CRAWFORD	29.00
22067	ALL MAKES	76.24
22072	THE DAILY RECORD	32.67
22077	OLD REPUBLIC SURETY GROUP	250.00
22078	OPPD	300.08
22081	YOUNG & WHITE LAW OFFICES	2,488.00
AUTO	NATIONWIDE INSURANCE	2,312.40
AUTO	NATIONWIDE INSURANCE	4,424.97
DD	RATINA CRAWFORD	1,183.56
DD	MINDI LAAKER	868.28
AUTO	I3 BANK HSA	163.50
AUTO	I3 BANK HSA	163.50
AUTO	I3 BANK BOND INTEREST PAYMENTS	3,948.75
AUTO	I3 BANK BOND INTEREST PAYMENTS	6,445.00
AUTO	I3 BANK BOND INTEREST PAYMENTS	16,178.75
AUTO	IRS TAX PAYMENTS	8,301.51
CC	CLOUDFARE	235.00
CC	MARRIOTT	36.00
22086	GREAT AMERICA FINANCIAL SERVICE	105.42
22089	THE DAILY RECORD	299.33
22093	MUTUAL OF OMAHA	162.56
22094	MUTUAL OF OMAHA	130.68
22096	BLUE CROSS BLUE SHIELD OF NEBRASKA	850.36
AUTO	I3 BANK HSA	163.50
	CITY TOTAL	**79,320.73**

SEWER

22030	CITY OF OMAHA CASHIER	62,715.86
22040	ONE CALL CONCEPTS	32.76
22057	JEO CONSULTING	1,320.00
22079	PEOPLE SERVICES	1,430.00
	SEWER TOTAL	**65,498.62**

LIBRARY

22027	BAKER & TAYLOR BOOKS	214.36
22029	BOOKPAGE	420.00
22031	COX BUSINESS SERVICES	72.12
22037	JESSICA ROWE-DESILVA	341.00
22038	MUTUAL OF OMAHA	263.44

22039	MUTUAL OF OMAHA	175.23
22041	PRESTO-X	28.19
22042	SAM'S CLUB MC/SYNCB	738.47
22043	BLUE CROSS BLUE SHIELD OF NEBRASKA	4,685.19
DD	LYNN BARNA	25.21
DD	JOHNNA BIERMAN	1,346.51
DD	LISA FLAXBEARD	1,538.85
DD	NATALIE HARTLEY	670.47
DD	HEATHER LUTH	1,202.30
DD	LYDIA PILE	171.80
DD	TARYN STERN	90.04
22048	MUD	247.10
22052	WM CORPORATE SERVICES, INC	120.65
22060	JESSICA ROWE-DESILVA	341.00
22061	BAKER & TAYLOR BOOKS	18.36
22062	INGRAM	309.50
22063	COX BUSINESS SERVICES	136.13
22068	BAKER & TAYLOR BOOKS	546.31
22070	COX BUSINESS SERVICES	72.65
22074	GREAT AMERICA FINANCIAL SERVICE	224.74
22075	INGRAM	283.25
22078	OPPD	138.60
DD	LYNN BARNA	25.20
DD	JOHNNA BIERMAN	1,376.32
DD	LISA FLAXBEARD	1,538.84
DD	NATALIE HARTLEY	765.32
DD	HEATHER LUTH	1,202.30
DD	LYDIA PILE	229.21
DD	TARYN STERN	144.77
22083	JESSICA ROWE-DESILVA	341.00
22087	BAKER & TAYLOR BOOKS	40.53
22093	MUTUAL OF OMAHA	263.44
22094	MUTUAL OF OMAHA	175.23
22096	BLUE CROSS BLUE SHIELD OF NEBRASKA	4,685.19
	LIBRARY TOTAL	**25,208.82**

POLICE

22025	STACIA NELSON	49.22
22028	BENNINGTON AUTO SALE	189.13
22034	GREAT PLAINS UNIFORMS	264.99
22038	MUTUAL OF OMAHA	459.15
22039	MUTUAL OF OMAHA	469.93
22041	PRESTO-X	41.81
22043	BLUE CROSS BLUE SHIELD OF NEBRASKA	10,275.38
DD	DEVIN CRINKLAW	175.76
DD	ANDREW HILSCHER	2,614.53
DD	JAYME IVERSEN	1,768.95
DD	STACIA NELSON	1,765.08
DD	MARK NOONAN	124.34
DD	JONATHAN STARKE	2,169.19
DD	DANIEL STOCKER	2,042.10
22045	JONATHAN STARKE	59.94
22046	COX BUSINESS SERVICES	202.57
22048	MUD	150.00
22052	WM CORPORATE SERVICES, INC	56.50
22054	BENNINGTON AUTO SALE	367.28
22056	IDEAL PURE WATER	24.49
22065	ANDREW HILSCHER	37.43
22066	JAYME IVERSEN	108.35
22069	BEN TYSOR	60.00
22071	CUBBY'S	1,143.68
22078	OPPD	306.59
22082	AT&T MOBILITY	346.94
DD	ANDREW HILSCHER	2,614.55
DD	JAYME IVERSEN	1,585.48
DD	ROBERT JONES	555.15

DD	STACIA NELSON	1,982.95	
DD	JONATHAN STARKE	2,081.10	
DD	DANIEL STOCKER	2,042.09	
DD	ABIGAIL WARREN	16.16	
DD	ERIC WHITE	252.13	
22085	JONATHAN STARKE	13.50	
22086	GREAT AMERICA FINANCIAL SERVICE	52.75	
22090	GREAT PLAINS UNIFORMS	299.48	
22092	MCFARLANDS TOWING AND RECOVERY	200.00	
22093	MUTUAL OF OMAHA	459.15	
22094	MUTUAL OF OMAHA	469.93	
22096	BLUE CROSS BLUE SHIELD OF NEBRASKA	10,275.38	
	POLICE TOTAL	**48,173.13**	

PARKS

22031	COX BUSINESS SERVICES	46.40	
22036	HOME DEPOT CREDIT SERVICES	608.15	
22038	MUTUAL OF OMAHA	50.05	
22039	MUTUAL OF OMAHA	239.81	
22041	PRESTO-X	30.25	
22043	BLUE CROSS BLUE SHIELD OF NEBRASKA	916.83	
DD	JOHN BOHRER	994.03	PARKS 2063.10 STREETS 476.10
DD	DEREK BRECHBILL	1,583.04	PARKS 1390.56 STREETS 927.04
DD	JACOB CONLEY	2,347.22	PARKS 1863.40 STREETS 1242.27
DD	ZACHARY RAUSCHER	343.96	PARKS 188..00 STREETS 192.00
DD	NATHAN STIER	525.08	PARKS 364.00 STREETS 220.00
22047	CUBBY'S	127.82	
22048	MUD	433.35	
22051	SUNBELT RENTALS, INC	844.62	
22052	WM CORPORATE SERVICES, INC	444.54	
22057	JEO CONSULTING, INC	17,000.00	
22058	KNUDSEN OIL & FEED	271.08	
22059	SITE ONE LANDSCAPE SUPPLY	1,191.42	
22073	ELKHORN FENCE CO.	390.00	
22076	KNUDSEN OIL & FEED	226.18	
22078	OPPD	807.32	
22080	SITE ONE LANDSCAPE SUPPLY	17.87	
22082	AT&T MOBILITY	23.11	
DD	JOHN BOHRER	994.04	PARKS 2031.36 STREETS 507.84
DD	DEREK BRECHBILL	1,583.04	PARKS 1390.56 STREETS 927.04
DD	JACOB CONLEY	2,347.22	PARKS 1863.40 STREETS 1242.27
DD	ZACHARY RAUSCHER	311.87	PARKS 176.00 STREETS 168.00
DD	NATHAN STIER	397.44	PARKS 272.00 STREETS 168.00
22088	COX BUSINESS SERVICES	46.39	
22091	HOME DEPOT CREDIT SERVICES	85.09	
22093	MUTUAL OF OMAHA	239.81	
22094	MUTUAL OF OMAHA	50.05	
22095	SITE ONE LANDSCAPE SUPPLY	3,744.31	
22096	BLUE CROSS BLUE SHIELD OF NEBRASKA	916.83	
	PARKS TOTAL	**40,178.22**	

STREETS

22031	COX BUSINESS SERVICES	46.39	
22035	HARSIN BUILT CONSTRUCTION	29,981.50	

22036	HOME DEPOT CREDIT SERVICES		608.15
22038	MUTUAL OF OMAHA		50.05
22041	PRESTO-X		30.25
22043	BLUE CROSS BLUE SHIELD OF NEBRASKA		916.82
22047	CUBBY'S		127.81
22048	MUD		237.00
22050	SN CONTRACTING		1,275.00
22051	SUNBELT RENTALS, INC		844.63
22057	JEO CONSULTING, INC		17,687.50
22058	KNUDSEN OIL & FEED		271.07
22073	ELKHORN FENCE CO.		390.00
22076	KNUDSEN OIL & FEED		226.17
22078	OPPD		5,612.31
22082	AT&T MOBILITY		23.12
22084	JACOB CONLEY		21.38
22088	COX BUSINESS SERVICES		46.40
22091	HOME DEPOT CREDIT SERVICES		25.28
22093	MUTUAL OF OMAHA		50.05
22096	BLUE CROSS BLUE SHIELD OF NEBRASKA		916.82
	STREETS TOTAL		**59,387.70**

CITY		**79,320.73**
SEWER		**65,498.62**
LIBRARY		**25,208.82**
POLICE		**48,173.13**
PARKS		**40,178.22**
STREETS		**59,387.70**
TOTAL OF ALL BILLS	**$**	**317,767.22**

GENERAL DEPOSITS

7-Mar	OFFICE DEPOSIT - LIBRARY		14,318.15
10-Mar	STATE OF NEBRASKA - HIGHWAY ALLOCATION		23,727.01
12-Mar	ICS TRANSFER		3,793.54
13-Mar	OFFICE DEPOSIT		120.61
13-Mar	ICS ACCOUNT CLOSED - FUNDS TRANSFER		101,286.46
14-Mar	DOUGLAS COUNTY GENERAL		65,304.46
14-Mar	DOUGLAS COUNTY BOND		31,104.56
14-Mar	OFFICE DEPOSIT		13,805.08
21-Mar	STATE OF NEBRASKA - SALES TAX		84,850.46
26-Mar	NEUMEYER DEPOSIT		30,000.00
28-Mar	MUD/OFFICE DEPOSIT		75,483.90
31-Mar	INTEREST		10,408.37
	DEPOSITS TOTAL	**$**	**454,202.60**
	DIFFERENCE	***$***	***(136,435.38)***
4-Mar	*KENO DEPOSIT*		*4,432.32*
18-Mar	*KENO DEPOSIT*		*6,159.68*
31-Mar	*KENO INTEREST*		*1,150.15*
			11,742.15

Engineering | Architecture | Surveying | Planning

Invoice

March 13, 2025
Project No: R090034.13
Invoice No: 159365
Invoice Amount: 9,220.00

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

Project Manager Julie Borchers

Project R090034.13 Bennington General Engineering

Professional Services through March 7, 2025

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly Phase(s)					
2025 General Engineering			$18,222.50	$9,002.50	$9,220.00
Total			**$18,222.50**	**$9,002.50**	**$9,220.00**

Total Amount Due Upon Receipt : $9,220.00

Outstanding Invoices

Number	Date	Balance
158557	2/11/2025	7,820.00
Total		**7,820.00**

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

Billing Backup

Thursday, March 13, 2025
8:18:03 AM

JEO Consulting Group, Inc. Invoice 159365 Dated 3/13/2025

Project R090034.13 Bennington General Engineering

Phase 2025 2025 General Engineering

Task 001 General Assistance/Meetings

Hours this Invoice

		Hours		Amount	
63 - Borchers, Julie	2/10/2025	3.75	250.00	937.50	
63 - Borchers, Julie	2/17/2025	.25	250.00	62.50	
63 - Borchers, Julie	2/20/2025	.75	250.00	187.50	
63 - Borchers, Julie	2/27/2025	1.00	250.00	250.00	
63 - Borchers, Julie	3/4/2025	1.00	250.00	250.00	
63 - Borchers, Julie	3/5/2025	.75	250.00	187.50	
Totals		7.50		1,875.00	
Total Labor					**1,875.00**

Total this Task **$1,875.00**

Task 002 Planning & Building Assistance

Hours this Invoice

		Hours		Amount	
63 - Borchers, Julie	2/11/2025	1.25	250.00	312.50	
63 - Borchers, Julie	2/13/2025	4.75	250.00	1,187.50	
63 - Borchers, Julie	2/17/2025	1.75	250.00	437.50	
63 - Borchers, Julie	2/19/2025	.50	250.00	125.00	
63 - Borchers, Julie	2/20/2025	3.00	250.00	750.00	
63 - Borchers, Julie	2/23/2025	.25	250.00	62.50	
63 - Borchers, Julie	2/24/2025	1.25	250.00	312.50	
40 - Ray, Jeffrey	2/25/2025	2.00	240.00	480.00	
63 - Borchers, Julie	2/26/2025	3.50	250.00	875.00	
63 - Borchers, Julie	2/27/2025	1.75	250.00	437.50	
40 - Ray, Jeffrey	2/27/2025	1.00	240.00	240.00	
63 - Borchers, Julie	3/3/2025	1.50	250.00	375.00	
63 - Borchers, Julie	3/4/2025	.50	250.00	125.00	
63 - Borchers, Julie	3/5/2025	1.50	250.00	375.00	
63 - Borchers, Julie	3/6/2025	.75	250.00	187.50	
63 - Borchers, Julie	3/7/2025	.25	250.00	62.50	
Totals		25.50		6,345.00	
Total Labor					**6,345.00**

Total this Task **$6,345.00**

Task 006 Street/Bridge Assistance

Hours this Invoice

		Hours		Amount	
63 - Borchers, Julie	2/12/2025	1.00	250.00	250.00	
63 - Borchers, Julie	2/13/2025	1.25	250.00	312.50	
63 - Borchers, Julie	2/19/2025	.50	250.00	125.00	
63 - Borchers, Julie	2/24/2025	.25	250.00	62.50	
Totals		3.00		750.00	
Total Labor					**750.00**

Total this Task	**$750.00**

Task 012 Morgan Ridge

Hours this Invoice

			Hours		Amount	
63 - Borchers, Julie		2/27/2025	.25	250.00	62.50	
	Totals		.25		62.50	
	Total Labor					**62.50**

Total this Task	**$62.50**

Task 014 Hagen Hills

Hours this Invoice

			Hours		Amount	
63 - Borchers, Julie		3/5/2025	.75	250.00	187.50	
	Totals		.75		187.50	
	Total Labor					**187.50**

Total this Task	**$187.50**
Total this Phase	**$9,220.00**
Total this Project	**$9,220.00**
Total this Report	**$9,220.00**

Engineering | Architecture | Surveying | Planning

Invoice

March 13, 2025
Project No: R090034.09
Invoice No: 159363
Invoice Amount: 428.75

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 March 7, 2025

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly Phase(s)					
Project Coordination-Managment			$11,901.25	$11,872.50	$28.75
Grant Administration			$7,050.00	$6,650.00	$400.00
Meetings			$4,223.75	$4,223.75	0.00
Construction Assistance			$15,868.75	$15,868.75	0.00
Total			**$39,043.75**	**$38,615.00**	**$428.75**

Total Amount Due Upon Receipt : $428.75

Outstanding Invoices

Number	Date	Balance
158556	2/11/2025	1,628.75
Total		**1,628.75**

Email invoice to: clerk@benningtonne.com

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

March 13, 2025
Project No: R090034.12
Invoice No: 159364
Invoice Amount: 1,068.75

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

Project Manager Julie Borchers

Project R090034.12 Bennington Neumeyer Farm Park-Wetland Delineation

Professional Services through March 7, 2025

FINAL INVOICE

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly Phase(s)					
Wetland Delineation			$4,828.75	$3,760.00	$1,068.75
Total			**$4,828.75**	**$3,760.00**	**$1,068.75**

Total Amount Due Upon Receipt : $1,068.75

JEO CONSULTING GROUP INC
JEO ARCHITECTURE INC

p: 402.443.4661
f: 402.443.3508

1937 North Chestnut Street
Wahoo, Nebraska 68066

jeo.com

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

March 13, 2025
Project No: R231502.02
Invoice No: 159376
Invoice Amount: 5,047.50

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

Project Manager Julie Borchers

Project R231502.02 Bennington Neumeyer Farm Park - Phase 2 Topographic Survey

Professional Services through March 7, 2025

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly Phase(s)					
Topographic Survey			$5,047.50	0.00	$5,047.50
Total			**$5,047.50**	**0.00**	**$5,047.50**

Total Amount Due Upon Receipt : $5,047.50

JEO CONSULTING GROUP INC
JEO ARCHITECTURE INC

p: 402.443.4661
f: 402.443.3508

1937 North Chestnut Street
Wahoo, Nebraska 68066

jeo.com

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

March 6, 2025
Project No: R220296.01
Invoice No: 159209
Invoice Amount: 9,197.64

Clint Adams
City of Bennington
15505 Warehouse Street
PO Box 221
Bennington, NE 68007

Project Manager Jarred Meyer

Project R220296.01 Bennington Public Works Building

Professional Services through February 28, 2025

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Design Development	$53,000.00	100%	$53,000.00	$53,000.00	0.00
Construction Documents	$85,000.00	100%	$85,000.00	$76,500.00	$8,500.00
Bidding and Negotiation	$12,000.00	0%	0.00	0.00	0.00
Hourly Phase(s)					
Reimbursable Expenses			$697.64	0.00	$697.64
Total	**$150,000.00**		**$138,697.64**	**$129,500.00**	**$9,197.64**

Total Amount Due Upon Receipt : $9,197.64

Outstanding Invoices

Number	Date	Balance
158481	2/7/2025	34,000.00
Total		**34,000.00**

BENNINGTON INTERNATIONAL DARK SKY WEEK PROCLAMATION

WHEREAS, the aesthetic beauty and wonder of a natural night sky is a shared heritage of all humankind; and

WHEREAS, the experience of standing beneath a starry night sky inspires feelings of wonder and awe, and encourages a growing interest in science and nature, especially among young people and out-of-area visitors within the local communities; and

WHEREAS, light pollution has scientifically established economic and environmental consequences, which result in significant impacts on the ecology and human health of all communities; and

WHEREAS, 80 percent of the world's population, including many people in the Bennington area, live under a dome of light pollution—excessive artificial lighting at night that disrupts natural darkness—and may never experience the visual wonder or ecological and health benefits of living under a dark sky; and

WHEREAS, light pollution represents a waste of natural resources amounting to roughly $3 billion per year of wasted energy in the United States and contributes to diminished energy security; and

WHEREAS, Nebraska has finally and recently certified our first Dark Sky Park at Merritt Reservoir State Recreation Area. Merritt marks a significant milestone in the International Dark Sky Places Program by becoming the 200th certified Place.

WHEREAS, optical astronomy—which is both hindered and endangered by unfettered light pollution—is valued and supported in our community. NE Star Party Inc. helped to get the Dark Sky Park designation at Merritt.

WHEREAS, star gazing has had significant impact on NE tourism and economy, via the Dark Sky Park and local astronomy events.

WHEREAS, we in Bennington value the land and sky and desire to respect and promote the health of all living things therein.

WHEREAS, Dark Sky International, headquartered in Arizona, is the globally recognized authority on light pollution and has created International Dark Sky Week to raise awareness of light pollution, and provide free education, resources, and solutions to the public to encourage the protection of and enjoyment of dark skies and responsible outdoor lighting.

NOW, THEREFORE, the City of Bennington, NE USA,
hereby declares April 21-28, 2025 as

INTERNATIONAL DARK SKY WEEK

in the City of Bennington, and ask each resident to join me not only in observing and pondering upon this important week, but also in raising awareness and support for protecting our precious dark sky resources.

CLINT ADAMS, MAYOR OF BENNINGTON _____ DATE



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, _____, Mayor of the City of _____, do hereby proclaim _____ as

Arbor Day

In the City of _____, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this _____ day of _____

Mayor _____

Item #4

Pblc Hearing/Condition Use

Church in a Downtown Commercial District

March 17, 2025

Bennington Planning Commission & City Council
c/o Mindi Laaker, Clerk
15505 Warehouse Street
Bennington, NE 68007

RE: Bennington, NE - 15416 S 2nd Street – Conditional Use Permit
Church in a Commercial (C-3) Zone
JEO Project No. 090034

Dear Commissioners and Council:

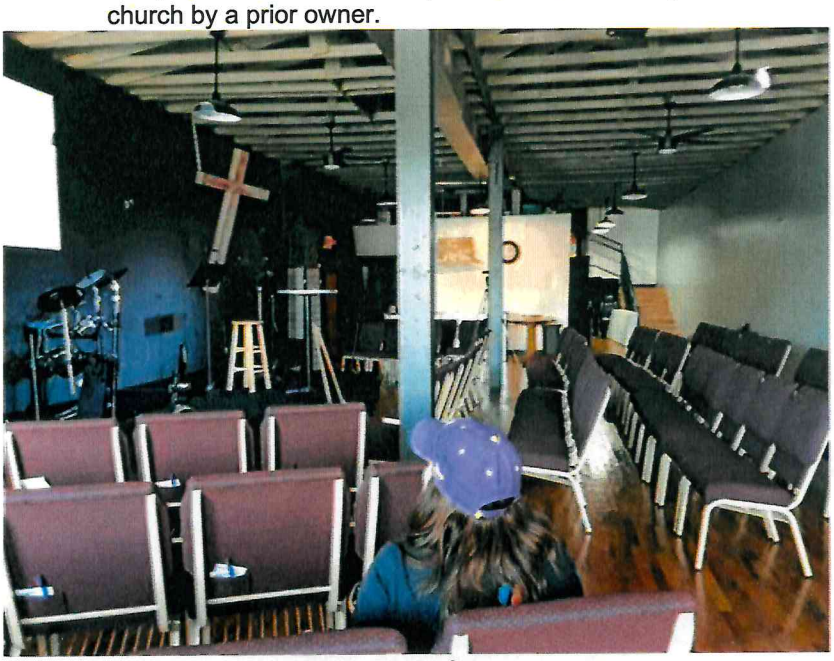
JEO Consulting Group has received a copy of the Conditional Use Permit application and documents for the above referenced property, which is also known as Block 6, Lot 21 and east 5 feet of Lot 22 in the original town plat. We have reviewed these documents and would offer the following comments, questions and observations for the Planning Commission's scheduled meeting on March 26, 2025.

Based on a review of the submitted documents, all specifications as outlined in Article 6, of the zoning regulations have been met in regard to the submittal documents. Below are our review comments on these documents related to both Article 6 and Section 7.02-Parking regulations.

Site & Operation Plan Comments

1. The zoning for the site is C-3 with a Downtown Design District Overlay.
    a. The proposed conditional use "*Churches, temples, seminaries, and convents including residences for teachers and pastors, and family child care I and II as accessory uses for churches and temples.*" includes Sunday services, youth and adult ministries among other related activities.
    b. Any exterior improvements would require review and approval by the Design Review Board as the building is in the Downtown Design Overlay District. Requests should be sent to the City Clerk for scheduling.
        i. This would include any signage on the building prior to approval of a sign permit – see Section 5.18 & Article 8 of Zoning Regulations.
2. The site plan
    a. The building will have a location for the children's ministry (in the mezzanine) and an adult worship area. These same areas would be used for other weekday gatherings such as youth group, bible study and weekday children's ministry. No interior improvements or modifications are anticipated.
    b. The seating capacity of the main worship area and children's ministry area are 125 and 25 respectively.
    c. Parking:
        i. Per section 7.01.07, *"In the Districts C-1, C-2, C-3, C-4 on-street parking within 400 feet of the use, may be computed so as to be included in the total required off-street parking, except apartments."* There are about 104 marked on-street parking stalls within 400 feet of this site.
        ii. Per table 7.02, a church or religious facility should provide one parking stall for every four seats in the main worship area. For this site that is 32 stalls.
        iii. Per table 7.02, a place of assembly (reception hall) use should provide one parking stall for every five persons of licensed capacity. The capacity (aka occupancy) is estimated at 100 to 150 people for events. That would require 20 to 30 stalls.

d. The photo below is an example of how the building has been set up as a church by a prior owner.



3. The operation plan includes provisions for
    a. Routinely scheduled events are as follows:
        i. Worship services – Sunday morning
        ii. Youth Groups – Sunday (time scheduled around other activities)
        iii. Children's ministry - Wednesday (late afternoon or early evening)
        iv. Worship team rehearsal – either Thursday evening or Saturday morning
        v. Adult bible study and men's or women's groups are scheduled during the week at various time.
    b. Current church membership is 73 adults with a typical Sunday morning worship attendance of 45 to 60 adults.
    c. Office hours would be Monday to Friday, 9 am to 5 pm and Sunday from 8 am to noon. The church as two full-time and two part-time employees.
4. The application mentioned that the site could be rented out for receptions – per the applicant:

    We would be open to renting the space for both members and the general public. The types of events would be receptions, weddings, memorial services, community needs and/or meetings. Attendance would likely be limited to 100 people. (for reference, I estimate that the building could have an occupancy limit of about 250 people – but that would be determined by the fire marshal)

Conditional Use Permit (per section 6.06)

The following items must be found to be addressed to issue the conditional use permit.

1. *That the establishment, maintenance, or operation of the use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community.*
    a. Engineer's Comment: The proposed use should not endanger public health, safety or general welfare of the community.

2. *That the use will not be injurious to the use and enjoyments of other property in the immediate vicinity for the purpose already permitted, nor substantially diminishes and impair property values within the neighborhood.*
   a. Engineer's Comment: The site is within the downtown business district and all activities will be within the building.
3. *That the establishment of the use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.*
   a. Engineer's Comment: This will not impact development or re-development within the downtown area.
4. *That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.*
   a. Engineer's Comment: No exterior building changes are planned which would impact any existing improvements.
5. *That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.*
   a. Engineer's Comment: The parking will be accommodated by the existing downtown parking on S 2nd Street, Warehouse and other locations. Pedestrian access is provided with the existing sidewalks.
6. *The use shall not include noise, which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled.*
   a. Engineer's Comment: All activities are indoors.
7. *The use shall not involve any pollution of the air by fly-ash, dust, vapors or other substance which is harmful to health, animals, vegetation or other property or which can cause soiling, discomfort, or irritation.*
   a. Engineer's Comment: Not applicable as those types of uses are not allowed in the downtown district.
8. *The use shall not involve any malodorous gas or matter, which is discernible on any adjoining lot or property.*
   a. Engineer's Comment: Not applicable as those types of uses are not allowed in the downtown district.
9. *The use shall not involve any direct or reflected glare, which is visible from any adjoining property or from any public street, road, or highway.*
   a. Engineer's Comment: Not applicable as no exterior improvements are planned and there are no existing issues.
10. *The use shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion.*
    a. Engineer's Comment: Use as per operational plan should not impact traffic and on-street parking.
11. *The use shall not involve any activity substantially increasing the burden on any public utilities or facilities unless provisions are made for any necessary adjustments.*
    a. Engineer's Comment: Existing utilities are already connected to building and should provide adequate service per the operation plan.

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

Sincerely,

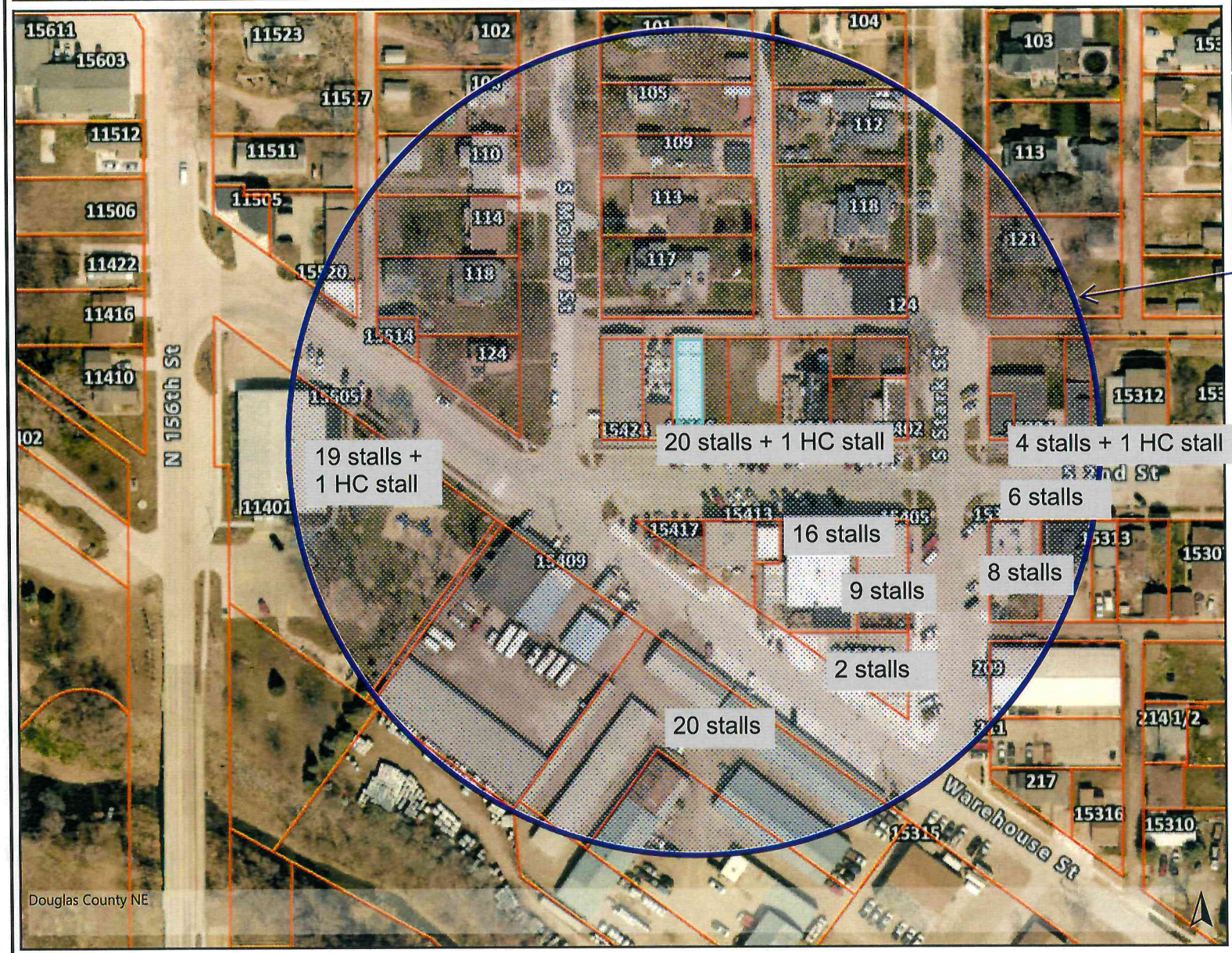
Julie Ogden, PE
jogden@jeo.com

JAO:jao

Attachments –site plans, parking exhibit and, operation plan

cc: Mindi Laaker, Bennington City Clerk (PO Box 221, Bennington NE 68007)
Jeff Miller, Young and White Law Offices (8742 Frederick Street, Omaha, NE 68124)
Three Timbers Ministry, applicant, (jeff@threetimbers.org & john@threetimbers.org)

Parking Exhibit - 400 foot radii of 15416 N 2nd Street



Legend

Parcels_public

Property Lines (Parcels)

400 foot parking radii per Section 7.01.07

0 200 400 ft

Please contact Douglas County GIS for map questions (gis@douglascounty-ne.gov)

Printed from dogis.org:
02/26/2025 22:28:39

This map is a user generated static output from an Internet mapping site and is for reference only. Data on this map may or may not be accurate, current, or otherwise reliable. It is for informational purposes only, and may not be suitable for legal, engineering, or surveying purposes. Do NOT use property lines from this website for plan submissions.

APPLICATION FOR A CONDITIONAL USE PERMIT

City of Bennington, NE

NOTE: Form must be filled out completely before the City will accept this application for processing, please print or type. The Zoning Administrator, who may be accompanied by others, is hereby authorized to enter upon the property during normal working hours for the purpose of becoming familiar with the proposed situation. All fees are non-refundable.

Date: 02/19/2025 E-mail address: jeff@threetimbers.org

Property Owner's Name: Three Timbers Ministries Phone Number: 402-915-0615

Property Address: 15416 S 2nd Street, Bennington, NE 68007

Pursuant to the Bennington Zoning Ordinance, application is herby made for the following proposed use of property or structure: To hold weekly religious worship services as well as regular adult, children's and youth ministries. Full-time staff may office in this property. Rent out property for receptions.

Legal Description of Property Requested:
BENNINGTON -TOWN OF- LOT 22 BLOCK 6 E 5 FT & ALL LOT 21 - 30 X 100, Douglas County, Nebraska 68007

Area of Property (square feet or acres): 2,900 3,000 Current Zoning: Retail C-3

Will use in all other respects conform to the applicable regulations of the district in which it is located?
Yes ■ No ☐

Will use conform to all other applicable regulations and laws of any governmental jurisdiction?
Yes ■ No ☐

Will use have adequate water, sewer and drainage facilities? Yes ■ No ☐

Will ingress and egress be so designed as to minimize traffic congestion in the public streets/roads?
Yes ■ No ☐

Estimated Cost of Structure? $475,000

The following exhibits are required with this application.

- site plan
- Easements (if applicable)
- Operation and maintenance plan

Signature of Owner: Rev. Dr. [signature]

Mailing Address of Owner: PO Box 282, Bennington, NE 68007

OFFICE USE ONLY:

Permit No. _____ Fee Paid $ 250.00 Check No. _____

Date 3-26-25 Approved ☐

Approved with conditions ☒

Denied ☐

[signature]
Chair, Bennington Planning Commission

Date _____ Approved ☐

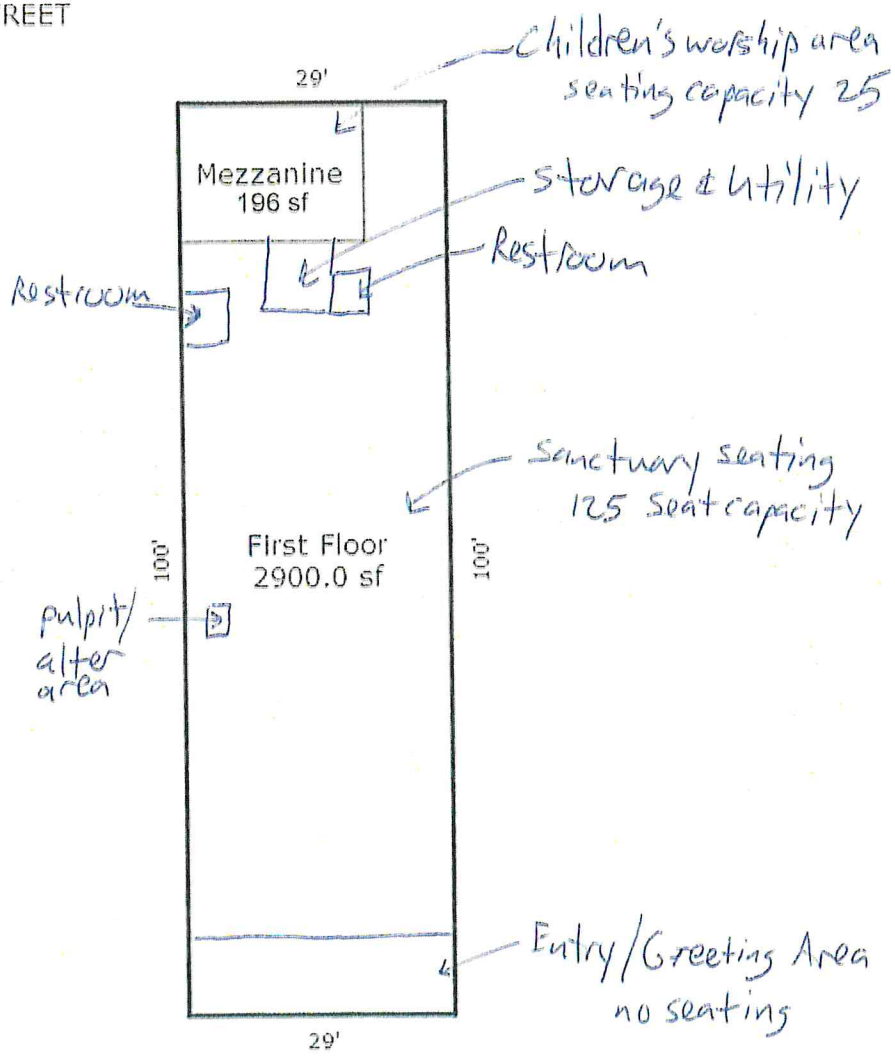
Approved with conditions ☐

Denied ☐

_____
Mayor, City of Bennington

ATTEST: _____ Dated this _____ day of _____, 20___
City Clerk

Retail
15416 S 2ND STREET



Three Timbers Ministries February 19, 2025

Exhibits for Conditional Use Permit – 15416 S 2nd Street

Site Plan

The entire building would be used for worship. The open area on the main floor would be used for the adult worship service and the upstairs area at the back of the building would be used for children's worship.

Operation and Maintenance Plan

Our church has two full-time employees and two part-time employees. Our current church membership stands at 73 adults. On a typical Sunday morning we average between 45 – 60 adults.

Our regular office hours would be Monday – Friday 9am to 5 pm, Sunday 8 am to noon.

Select seasonal activities would occur in the late afternoon and early evenings on Wednesdays (children's ministry) and Sundays (youth group). Our worship team would hold weekly rehearsals either Thursday evenings or Saturday mornings. In addition to the previously mentioned items, other activities to be conducted are adult Bible studies, men's and women's ministries.

We would be proactive in maintaining the building by providing regularly scheduled maintenance such as HVAC, snow removal of sidewalk in front of the building and keeping the space in a clean manner.

Item #5

Metronet Fiber

Item #6

Street Closure / Event App

Benn Daze, June 7-8, 2025

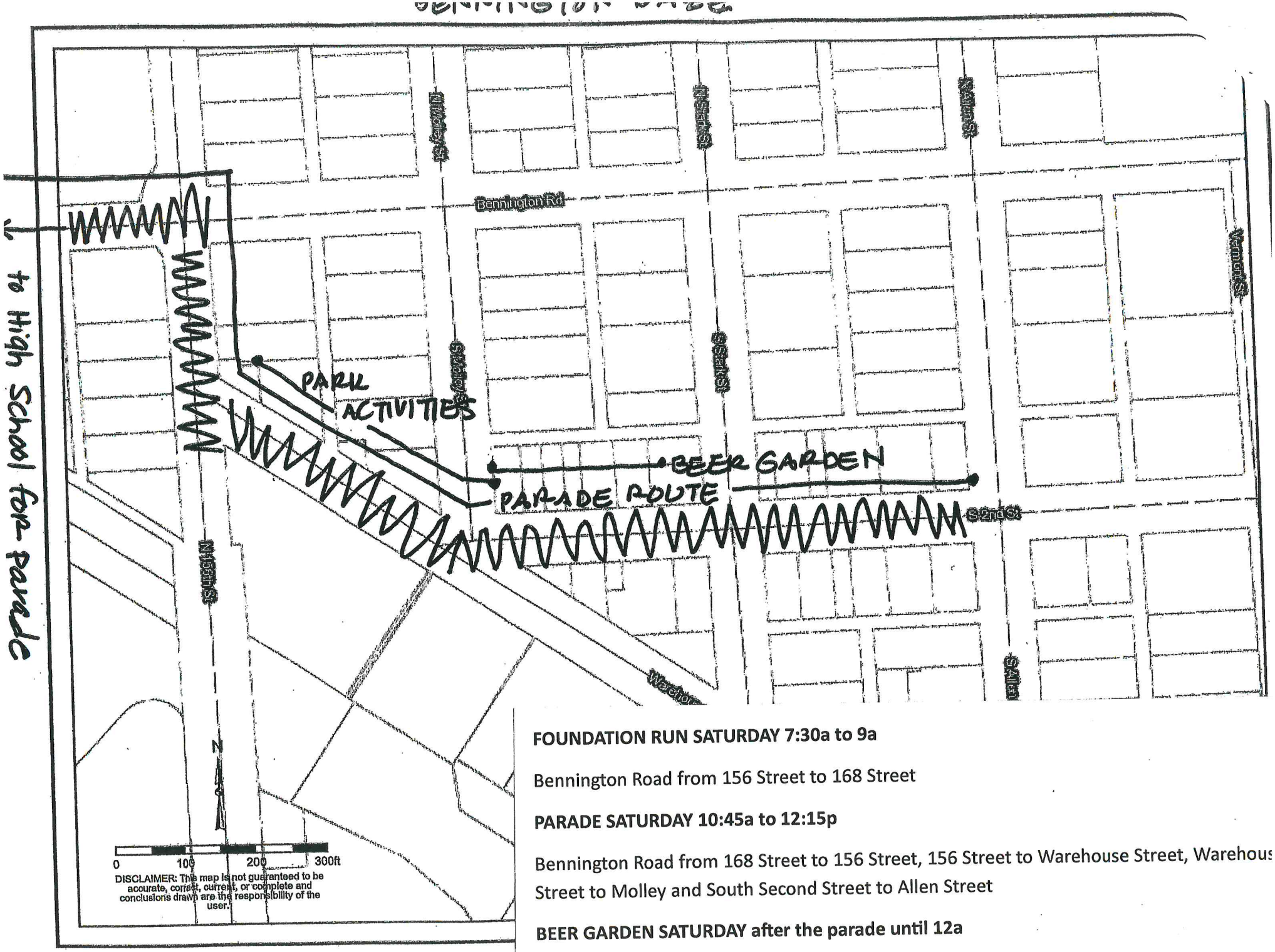
City of Bennington 238-2375 Bennington, NE

STREET CLOSING OR EVENT PERMIT APPLICATION

1. Name of event/activity: Bennington Daze 2025
2. Date(s) of event: June 7th Events run June 5-7 all around town
3. Description of event: Fun community weekend full of food, entertainment, parade and
4. Name of entity and/or person requesting permit: Bennington Daze, Inc.
5. Phone number & name of contact person: Nicki Byars 402-880-9260
6. Event Location: Downtown Bennington; Centennial Park. Warehouse St / South 2nd S
   (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?
   Parade Route Sat am; Cornhole Tournament and Beer Garden Sat afternoon; Street Dance Sat
9. If street(s) need to be closed, which streets? Bennington Road 168th to 156th; Warehouse Street 156th to Molley, South 2nd Molley to Stark
10. Hours of the event or street closing: Saturday June 7th 6 am to 1 am
11. Estimated number of people attending the event: 1200
12. Parking accommodations/needs: No parking on Warehouse and South 2nd on Saturday all day
13. Describe the sanitation and other health facilities that will be available to persons attending the event: We have contracted for numerous trash carts and port-a-potties and hand washing stations to be placed around downtown
14. If street closing is necessary, event owner will need to secure barricades-notify City Office (238-2375) when this is completed: We will work with Jake on this
    (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: May 23
16. A Certificate of Liability Insurance naming the City of Bennington as additionally insured in the amount of $1,000,000 is required. Present the Certificate of Insurance to the City Office before the event date:
    (Date Insurance Certificate presented to the City of Bennington)

Event approval dates:
Council: _____
Police Dept: _____
Maintenance Dept: _____
Fire Dept: _____

This area for City Office Use
Applicable Fees:
$50 per application
$10 per block



FOUNDATION RUN SATURDAY 7:30a to 9a

Bennington Road from 156 Street to 168 Street

PARADE SATURDAY 10:45a to 12:15p

Bennington Road from 168 Street to 156 Street, 156 Street to Warehouse Street, Warehous Street to Molley and South Second Street to Allen Street

BEER GARDEN SATURDAY after the parade until 12a

South Second Street from Molley to Stark

Item #7

Chickens

APPLICATION TO HOUSE CHICKENS/DUCKS

Applicant Name: Evan Johnson Date: _____

Address: 12307 N 116th St Phone: 402-319-6615

City/State/Zip: Bennington NE 68007

Property Owner Name: Evan Johnson Date: _____

Address: 12307 N 116th St Phone: 402-319-6615

evan.johnson47@outlook.com

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



4-14-25

Signature of Property Owner Date

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

4 chickens on the following property: 12307 N 116th St

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

No _____ Yes X (If no, explain of back of sheet)

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

No _____ Yes X (If no, explain of back of sheet)

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

No _____ Yes X (If no, explain of back of sheet)

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

No _____ Yes X (If no, explain of back of sheet)

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

No _____ Yes X (If no, explain of back of sheet)

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

[signature] 4-14-25

Signature of Applicant Date

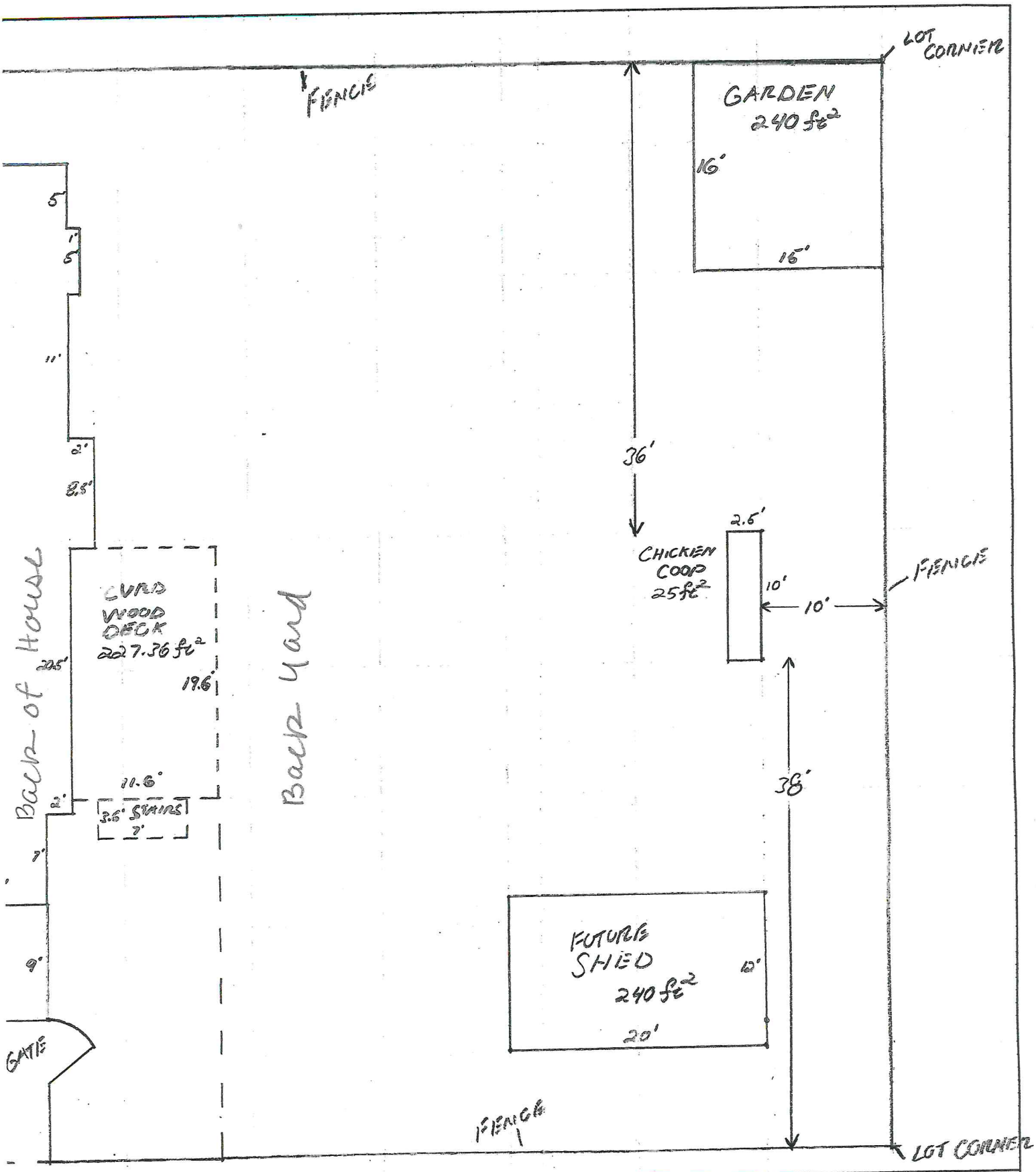
Abutting Property Owner Notification Signature Page

Property Owner Address 12307 N 161st St

Owner Name Evan Johnson

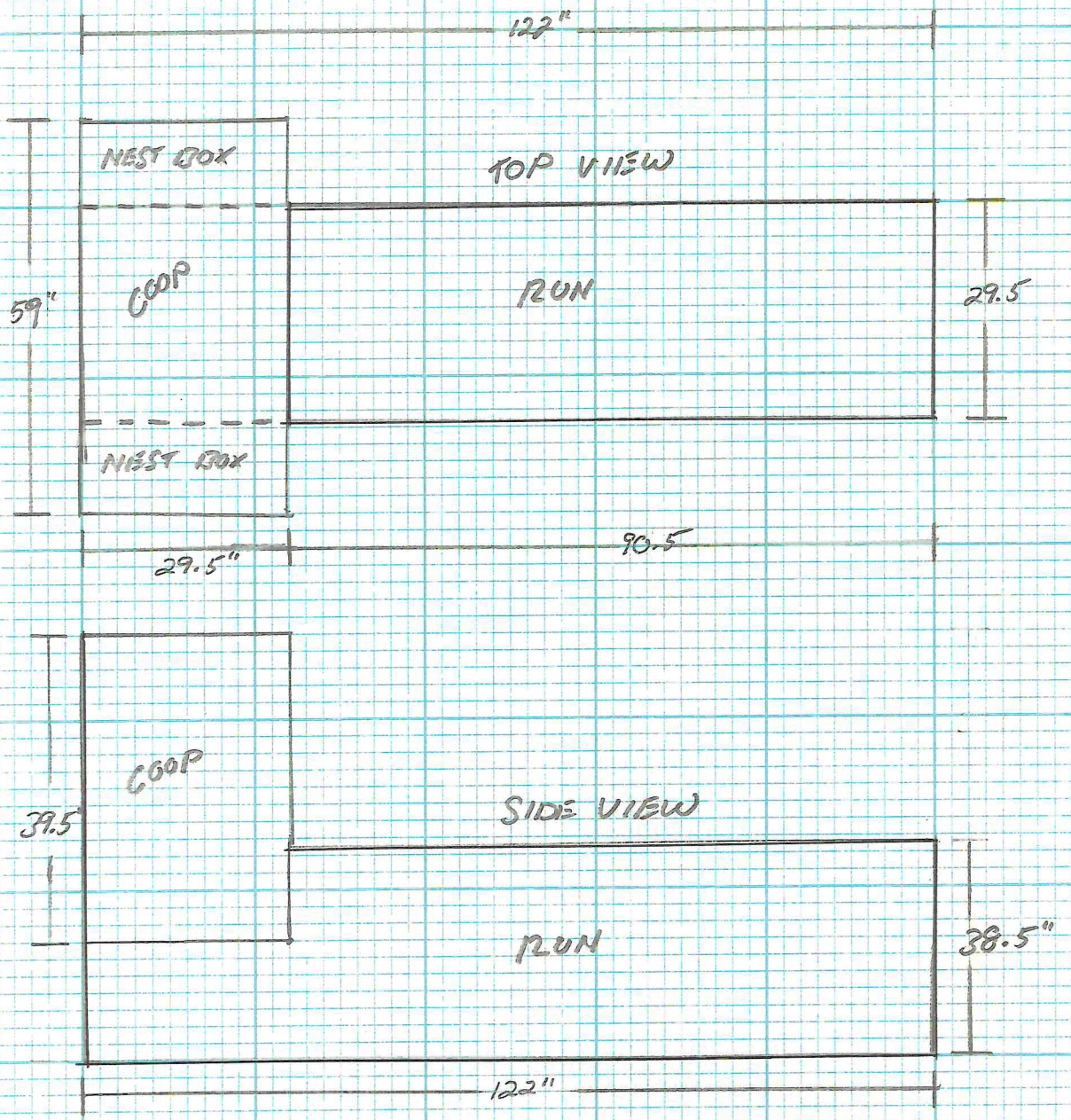
Council Meeting Date:

Abutting Property Owner Signatures	Address	Telephone	Objection (yes/no)
Liz Bencker	12211 N 161st	402-616-7132	NO
Stacy Noble	16017 Bruning St	402-630-9926	NO
Sophia Tromp	12310 N. 160th	605-641-4789	NO
Olivia Odle	12302 N. 160 Street	402-681-5593	NO



olsson®

sheet: of



olsson®

PROJECT: 12307 N 161ST ST BENNINGTON, NE 68007
CHICKEN COOP PLANS

project no.:

drawn by: EVAN JOHNSON

date: 8-11-25

page of

FAR NORTH INTERNATIONAL

Extra large wooden Chicken coop

Two large nesting boxes with seating for 4
Large Run to Forage
Protect your animals from predators and weather
Easy Access with Front Door

Overall size: 122"L x 59"W x 59"H
Main house: 29.5"L x 29.5"W x 39.5"H
Extension run: 90.5"L x 29.5"W x 38.5"H
Recommend for 6-8 Chickens (Depending on size and breed)

Great Features:
Slide out Tray for Easy Clean
2 Ventilation Windows
Sliding door keeps poultry locked up safely at night
Strong Wire Mesh to Protect Animals from Predators
User-Friendly Assembly with instruction Manual

Strong Wire Mesh to prevent rodents, and other predator's from harming your pets.

Defend against natural enemies





Durable and long-lasting



Item #8

Public Works Building

April 01, 2025

Mayor Clint Adams
City of Bennington
15505 Warehouse Street
Bennington, NE 68007

RE: Bennington Public Works Building; Bid Summary and Options for Consideration

Dear Mayor Adams:

JEO has conducted a review of the bids that were received for the construction of the proposed Bennington Public Works Building. Based on that review, we offer the following summary and options for consideration.

On behalf of the City Bennington, on Thursday, March 13th, JEO received twelve (12) bids for the Bennington Public Works Building. A summary of the received bids is listed in the attached Bid Tab including the Unit Price and Alternates further described below:

What follows are descriptions for Unit Price No. 1 and the four bid alternates (Optional deducts/adds from the Base Bid).

Unit Price No. 1: Removal of Unsuitable Soils not already identified in geotechnical report.

Alternate No. 1: South Pallet Platform:
ADD: Provide and install a steel platform for palletized storage on the south wall of the building.

Alternate No. 2: Use of Owner provided exterior metal wall panels:
Deduct: Use of existing metal wall panels for a portion of the building, while supplementing with new wall panels.

Alternate No. 3: Entrance Gate:
Add: Add electrified (open with code or controller) entrance gate near the entrance off of Bennington Road.

Alternate No. 4: Snow Guards:
Add: Provide and install snow guards on the roof of the building to protect gutters when snow begins to melt from the roof.

Based on the twelve contractor bids received for the project, we feel the bid offers are generally in the range of what can be expected on a project of this size and scope and were below the Architect's final cost range opinion of $2,400,000.00 - $2,600,000.00, see attached Opinion of Probable Cost. All bidders indicated their base bids, provided bid bonds and indicated acceptance of two addenda that were issued prior to the bid date. In addition, all twelve (12) bidders submitted on Alternates 1, 3 and 4. Six (6) bidders submitted on Alternate 2. Darland Construction Co. from Omaha, NE is the apparent low bidder. In addition, there is no scenario in which acceptance of the alternates will change the fact that Darland Construction Co. remains

the low bidder. Darland Construction Co. also provided a voluntary deduct in the amount of $4,000.00 to utilize Procore in lieu of the specified Submittal Exchange for their construction management software platform. JEO has accepted the use of Procore in the past and would not oppose the use of Procore to save some additional costs for the owner.

JEO has been in contact with Darland Construction Co. following the bid opening to confirm the bid numbers, which Darland Construction Co. did confirm their bid is accurate with no concerns.

Based on our review of the submitted bids and the information summarized above, we recommend that you proceed with establishing a contract for construction with the low bidder Darland Construction Co. In discussion with Mayor Adams and Jake Conley on March 27th, the City of Bennington would like to proceed with the base bid and Alternate No. 1 for the South Pallet Storage Platform. In discussions with Darland Construction Co, they did caution that the use of the existing wall panels will affect the warranty of the metal building. This should be considered when considering alternate No. 2 and we are not recommending award of alternate No. 2. Alternates No.3 and No. 4 are not considered a necessity by Jake at this time and can be easily added in the future if they are needed.

Enclosed with this letter is the bid tab for your review. If the City of Bennington accepts the low bid plus Alternate No. 1 and / or other alternates, JEO will develop the contract for Construction between the Owner and Contractor. Once the AIA Contract is developed, JEO will send you a copy of the contract for review prior to sending to the Contractor for signatures.

As the project moves into the Construction/Construction Administration Phase, the Contractor, Darland Construction Co., will become highly involved in construction of the Public Works Building and the Architect, JEO Architecture, Inc. will take on an administrative role in observing the construction. We suggest that you keep a minimum 5% contingency when establishing your final desired construction budget. This contingency would be for any potential unforeseen conditions and/or change orders that may arise during construction.

If you have any questions or concerns, based on the information and recommendation provided herein, please do not hesitate to give me a call. We look forward to our continued involvement in the successful completion of the new Bennington Public Works Building!

Sincerely,

Corey E. Brodersen, AIA
Project Architect

Enclosed: Bid Tab Results
Opinion of Probable Cost

Bid Tab

PROJECT | Bennington Public Works Building

JEO PROJECT NO. | 220296.01

LOCATION | Bennington, Nebraska

LETTING | March 13, 2025 at 2:00pm CST

Bidder	Total Base Bid	Unit Price No. 1 Removal of Unsuitable Fill Material (CY)	Alternate No. 1 South Pallet Platform	Alternate No. 2 Use of Owner provided Exterior Metal Wall Panels	Alternate No. 3 Entrance Gate	Alternate No. 4 Snow Guards	Acknowledge Addenda (2)	Bid Bond
Darland Construction Co. Omaha, NE	$1,664,638.00	$26.00	$67,237.00	-$2,000.00	$21,330.00	$8,055.00	y	y
Rogge General Contractors, Inc. Lincoln, NE	$1,670,000.00	$57.00	$105,000.00	no bid	$22,000.00	$9,200.00	y	y
Scheele-Kay Construction Beaver Crossing, NE	$1,827,000.00	$40.00	$96,000.00	no bid	$8,500.00	$7,950.00	y	y
Dean Snyder Construction Clear Lake, IA	$1,901,516.00	$25.00	$85,870.00	$27,899.00	$3,144.00	$8,480.00	y	y
Genesis Contracting Group, LLC Lincoln, NE	$1,914,000.00	$45.00	$110,000.00	-$3,000.00	$4,000.00	$8,000.00	y	y
Cheever Construction Company Lincoln, NE	$1,923,000.00	$83.00	$145,000.00	no bid	$22,400.00	$7,500.00	y	y
MECO-HENNE Contracting, Inc. Omaha, NE	$1,960,000.00	$30.00	$68,600.00	-$3,000.00	$24,000.00	$7,200.00	y	y
All Purpose Construction LaVista, NE	$1,970,000.00	$30.00	$75,800.00	-$3,900.00	$22,800.00	$7,200.00	y	y
Kingery Construction Co. Lincoln, NE	$2,032,700.00	$30.00	$75,000.00	no bid	$22,300.00	$7,600.00	y	y
Prairie Construction Company Omaha, NE	$2,047,000.00	$25.00	$91,000.00	no bid	$20,000.00	$8,000.00	y	y
DR Anderson Constructors Omaha, NE	$2,096,000.00	$35.00	$75,000.00	-$6,000.00	$16,000.00	$16,500.00	y	y
Neuvirth Construction, Inc. Blair, NE	$2,164,430.00	$26.11	$73,488.00	no bid	$19,817.00	$3,994.00	y	y

Opinion of Probable Cost:

Bennington Public Works — **February 5, 2025**

Prepared by:

JEO Architecture, Inc.

Project Data: Bennington Public Works

Structure Type: New PEMB

Floor Area: 11,900 square feet

Contact:

Corey E Brodersen, AIA, NCARB
Project Manager

NEW BUILDING							
A- Substructure	11,900	sqft	@	$20.00	/	sqft	= **$238,000**
B-Shell	11,900	sqft	@	$40.00	/	sqft	= **$476,000**
C- Interiors	11,900	sqft	@	$18.00	/	sqft	= **$214,200**
D - Mechanical , Plumbing	11,900	sqft	@	$38.00	/	sqft	= **$452,200**
E- Electrical	11,900	sqft	@	$18.00	/	sqft	= **$214,200**
F- Site Utilities, Paving and Grading	11,900	sqft	@	$28.00	/	sqft	= **$333,200**

Subtotal Construction Cost Estimate:	**$1,927,800**
25% GC/OH/P:	$481,950
Total Construction w/ mark-up:	**$2,409,750**
10% Contingency	$240,975
Total Construction w/ Contingency:	**$2,650,725**
Cost per Square Foot	**$202.50**
Cost per Square Foot w/ Contingency	**$222.75**

Est. Construction Cost Range: $2,409,750-$2,650,725

JEO CONSULTING GROUP, INC.
JEO ARCHITECTURE, INC.
p: 402.435.3080
f: 402.435.4110
2000 Q Street, Suite 500
Lincoln, Nebraska 68503
jeo.com

NOTICE OF AWARD

Date of Issuance:	**April 14, 2025**		
Owner:	**City of Bennington**	Owner's Project No.:	
Architect:	**JEO Architecture, Inc.**	Architect's Project No.:	**220296.01**
Project:	**Bennington Public Works Building**		
Contract Name:	**Bennington Public Works Building**		
Bidder:	**Darland Construction Co.**		
Bidder's Address:	**4115 So. 133rd St., Omaha, NE 68137**		

You are notified that Owner has accepted your Bid dated **March 13, 2025,** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Public Works building will utilize a pre-engineered metal building structure totaling approximately 11,900 sf. Interior spaces will be sub-divided into vehicle bays, offices, break room, and restrooms. Exterior finishes will consist of pre-finished metal wall panels, and pre-finished standing seam metal roof panels. All required site, framing, finishing, plumbing, mechanical, and electrical work shall be included under this contract. Alternate No. 1 selected to include the South Pallet Platform.

The Contract Price of the awarded Contract is $**1,731,875.00** the total base bid and alternate number one. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes as applicable.

Owner: **City of Bennington, Nebraska**

By *(signature)*: _____

Name *(printed)*: **Clint Adams**

Title: **Mayor**

Copy: Architect

NOTICE TO PROCEED

Owner:	**City of Bennington, Nebraska**	Owner's Project No.:	
Architect:	**JEO Architecture, Inc.**	Engineer's Project No.:	**220296.01**
Contractor:	**Darland Construction Co.**	Contractor's Project No.:	
Project:	**Bennington Public Works Building**		
Contract Name:	**Bennington Public Works Building**		
Effective Date of Contract:	**April 14, 2025**		

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence within seven (7) days of fully executed Contract between the Owner and Contractor.

This Notice to Proceed is to allow the Contractor to begin procurement of materials.

In accordance with the Agreement:

The Work will be substantially complete on March 04, 2026.

Owner:	**City of Bennington, Nebraska**
By *(signature)*:	
Name *(printed)*:	**Clint Adams**
Title:	**Mayor**
Date Issued:	

Copy: Architect

AMENDMENT TO OWNER-ARCHITECT AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: 4/14/2025.

Effective Date of Owner-Engineer Agreement:	**7/8/2024**
Owner:	Bennington, NE
Engineer:	JEO Consulting Group, Inc.
Project:	Bennington Public Works Building
Project Number:	220296.01

Description of an adjustment in services to be performed by JEO:
Provide construction phase services for the Public Works Building Project.

4. CONSTRUCTION ADMINISTRATION:

a. JEO shall provide customary services related to the administration of the Contract between the Owner and the Contractor.
b. JEO shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services.
c. Typical services provided during construction often include but are not limited to the following:
   i. Shop drawing review
   ii. Pay request review/approval
   iii. Change Orders
   iv. Supplemental Instruction
   v. Answer Contractor questions
   vi. Monthly progress meetings
   vii. Substantial completion
   viii. Punch list
d. For this phase of the project, JEO proposes to provide Construction Administration and project oversight services based on hourly rates. We anticipate 10 monthly progress meetings during construction along with performing other typical Construction Administration services identified above. In addition, JEO will be onsite to perform the services of a punch list to confirm the project's substantial completion.

5. STORMWATER POLLUTION PREVENTION PLAN INSPECTIONS:

a. Conduct onsite SWPPP inspection every 7 days beginning after grading disturbance has occurred and continuing until final stabilization of the site has been accepted.
b. Maintain SWPPP inspection logs, results, and records within the SWPPP book and comply with State requirements.
c. Direct contractor to maintain best management practices (BMP's) as needed to remain in compliance with governing agencies.

6. CONSTRUCTION STAKING:

a. Provide construction staking of the proposed infrastructure improvements.
   i. Property lines on north and east sides
   ii. Horizontal Control and Benchmark for contractors use
   iii. Utility connection lines for storm and sanitary
   iv. Building Pad and Gridlines
   v. Paving limits and location of gravel access road
   vi. Detention pond location and grades

ESTIMATED TIME FRAME:

A.	Contractor Notice to Proceed	7 days after contract documents signed
B.	Construction Phase	May 15, 2025 to March 30, 2026

AMENDMENT FEE SCHEDULE:

	HOURLY – ESTIMATED COST	
A.	Construction Administration	$70,000.00
B.	SWPPP Inspections (Est. 36 inspections)	$12,400.00
C.	Construction Staking	$10,000.00
	Total Estimated Amendment Fee	**$92,400.00**

Original Survey, Design, and Bidding Agreement - $150,000.00

Original agreement plus amendment: $242,400.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this, or previous Amendments remain in effect.

Owner: City of Bennington

_____

By: Clint Adams

Title: Mayor

Date Signed: _____

Architect: JEO Architecture, Inc.

_____

By: Corey Brodersen

By: Department Leader

Date Signed: 4-9-2025

Item #9

Street Patching

Bennington Mayor and City Council

RE: 2025 Patching Improvements
Bennington, Nebraska

Dear Mayor and Council,

On March 13, 2025, three bids were received for the above project. The bidders were SN Contracting, M.E. Collins Contracting Co. and Armodous. Enclosed is a copy of the Bid Tabulation sheet that lists each bidder and their submitted prices. The lowest, responsible bidder is Armodus. From Mondamin, Iowa. To attract as many bidders as possible, invitations to bid were sent directly to 4 contractors/suppliers and 2 plan houses.

Armodus provided three reference projects, one for the city of Mondamin (replace two intersections and failing storm inlets), one 15,000sq.ft. parking lot (including intakes and gutters), one SID project installing 10' wide trail and creek repair (Bob Czerwinski listed as engineer, with E&A).

Public Works is recommending award of the bid to Armodus for patching site numbers 1, 2, 3 along with all curb inlet cover repairs for a total project award of $57,912.00. If you have any additional questions or comments, please do not hesitate to contact me by phone 531-284-6015.

Sincerely,

Jake Conley, Public Works Director

Bid Tab

PROJECT | 2024 Bennington Street Patching

JEO PROJECT NO. | 090034

LOCATION | Bennington, Nebraska

LETTING | March 13, 2025 @1:30 PM

Bidder	Total Group A	Unit Price Alternate No. 1	Unit Price Alternate No. 2	Bid Bond Provided
Armodous	$57,912.00	$2.00	$10.00	check
SN Contracting	$86,583.00	$6.50	$4.75	check
ME Collins	$69,120.30	$8.00	$10.70	yes

Tab Sheet

PROJECT | 2025 Bennington Street Patching

JEO PROJECT NO. | 090034

LOCATION | Bennington, Nebraska

				Armodus			
GROUP A - Concrete Patching							
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	Mobilization	1	LS		$2,500.00		
2	Remove Pavement	492	SY	$10.00	$4,920.00		$0.00
3	Remove Concrete Sidewalk	0	SF	$1.50	$0.00		$0.00
4	8" Concrete Pavement for Patching	343	SY	$80.00	$27,440.00		$0.00
5	9" Concrete Pavement for Patching	133	SY	$84.00	$11,172.00		$0.00
6	10" Concrete Pavement for Patching	0	SY	$88.00	$0.00		$0.00
7	7" Driveway Pavement, 47B-3500	0	SY	$78.00	$0.00		$0.00
8	8" Driveway Pavement, 47B-3500	16	SY	$80.00	$1,280.00		$0.00
9	24" to 36" Concrete Curb and Gutter	0	LF	$36.00	$0.00		$0.00
10	4" Concrete Sidewalk	0	SF	$7.50	$0.00		$0.00
11	Detectable Warning Panels	0	SF	$30.00	$0.00		$0.00
12	Curb Inlet Cover, Remove and Replacement (L = 15')	1	EA	$3,300.00	$3,300.00		$0.00
13	Curb Inlet Cover, Remove and Replacement (L = 13')	2	EA	$2,900.00	$5,800.00		$0.00
14	Temporary Traffic Control Measures	1	LS		$1,500.00		
TOTAL GROUP A					$57,912.00		$0.00

ALTERNATE BID ITEM							
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**	**Unit**	**Total**
1	Each additional 1" of Concrete Pavement, 47B-3500 for pavement patching	0	SY	$2.00	$0.00	$8.90	$0.00
2	Change any Pavement to HE Concrete Pavement	0	SY	$10.00	$0.00	$8.90	$0.00

Corrected amount

(JEO Form Rev. 10/2021)

Tab Sheet

PROJECT | 2025 Bennington Street Patching

JEO PROJECT NO. | 090034

LOCATION | Bennington, Nebraska

				SN			
GROUP A - Concrete Patching							
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	Mobilization	1	LS				
2	Remove Pavement	492	SY	$18.00	$8,856.00		$0.00
3	Remove Concrete Sidewalk	0	SF		$0.00		$0.00
4	8" Concrete Pavement for Patching	343	SY	$130.00	$44,590.00		$0.00
5	9" Concrete Pavement for Patching	133	SY	$143.00	$19,019.00		$0.00
6	10" Concrete Pavement for Patching	0	SY		$0.00		$0.00
7	7" Driveway Pavement, 47B-3500	0	SY		$0.00		$0.00
8	8" Driveway Pavement, 47B-3500	16	SY	$138.00	$2,208.00		$0.00
9	24" to 36" Concrete Curb and Gutter	0	LF		$0.00		$0.00
10	4" Concrete Sidewalk	0	SF		$0.00		$0.00
11	Detectable Warning Panels	0	SF		$0.00		$0.00
12	Curb Inlet Cover, Remove and Replacement (L = 15')	1	EA	$4,010.00	$4,010.00		$0.00
13	Curb Inlet Cover, Remove and Replacement (L = 13')	2	EA	$3,550.00	$7,100.00		$0.00
14	Temporary Traffic Control Measures	1	LS		$800.00		
TOTAL GROUP A					$86,583.00		$0.00

ALTERNATE BID ITEM							
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**	**Unit**	**Total**
1	Each additional 1" of Concrete Pavement, 47B-3500 for pavement patching	0	SY	$6.50	$0.00	$8.90	$0.00
2	Change any Pavement to HE Concrete Pavement	0	SY	$4.75	$0.00	$8.90	$0.00

Corrected amount

Tab Sheet

PROJECT | 2025 Bennington Street Patching

JEO PROJECT NO. | 090034

LOCATION | Bennington, Nebraska

				ME Collins			
GROUP A - Concrete Patching							
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	Mobilization	1	LS		$5,100.00		
2	Remove Pavement	492	SY	$13.30	$6,543.60		$0.00
3	Remove Concrete Sidewalk	0	SF	$6.10	$0.00		$0.00
4	8" Concrete Pavement for Patching	343	SY	$85.00	$29,155.00		$0.00
5	9" Concrete Pavement for Patching	133	SY	$93.10	$12,382.30		$0.00
6	10" Concrete Pavement for Patching	0	SY	$111.10	$0.00		$0.00
7	7" Driveway Pavement, 47B-3500	0	SY	$81.80	$0.00		$0.00
8	8" Driveway Pavement, 47B-3500	16	SY	$93.90	$1,502.40		$0.00
9	24" to 36" Concrete Curb and Gutter	0	LF	$46.90	$0.00		$0.00
10	4" Concrete Sidewalk	0	SF	$8.30	$0.00		$0.00
11	Detectable Warning Panels	0	SF	$37.60	$0.00		$0.00
12	Curb Inlet Cover, Remove and Replacement (L = 15')	1	EA	$3,788.00	$3,788.00		$0.00
13	Curb Inlet Cover, Remove and Replacement (L = 13')	2	EA	$3,788.00	$7,576.00		$0.00
14	Temporary Traffic Control Measures	1	LS		$3,073.00		
TOTAL GROUP A					$69,120.30		$0.00

ALTERNATE BID ITEM							
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**	**Unit**	**Total**
1	Each additional 1" of Concrete Pavement, 47B-3500 for pavement patching	0	SY	$8.00	$0.00	$8.90	$0.00
2	Change any Pavement to HE Concrete Pavement	0	SY	$10.70	$0.00	$8.90	$0.00

Corrected amount

Item #10

Neumeyer Farm Park

Engineering | Architecture | Surveying | Planning

Invoice

April 8, 2025
Project No: R231502.01
Invoice No: 160107
Invoice Amount: 4,000.00

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

Project Manager Andrew Pennekamp

Project R231502.01 Bennington Splash Pad

Professional Services through March 28, 2025

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Design	$75,000.00	5%	$4,000.00	0.00	$4,000.00
Bidding and Permitting	$5,000.00	0%	0.00	0.00	0.00
Total	**$80,000.00**		**$4,000.00**	**0.00**	**$4,000.00**
			Total Amount Due Upon Receipt :		**$4,000.00**

Email invoices to: clerk@benningtonne.com

ITEM #11

BPS Agreement

School Resource Office Prog

School Resource Officer Program

Agreement for Bennington Public School

This Agreement is entered into between the City of Bennington, Douglas County, Nebraska, a political subdivision of the State of Nebraska, on behalf of the Bennington Police Department (hereinafter referred to as "BPD") and the Bennington Public School District (hereinafter referred to as "School District") (collectively referred to as the "Parties").

WHEREAS, School District and City of Bennington share the goal of promoting school safety and a positive school climate;

WHEREAS, Parties acknowledge that crime prevention is most effective when School District and BPD, parents, behavioral health professionals, and the community are working in a positive and collaborative manner;

WHEREAS, School District and BPD agree it is important to create a school environment in which conflicts are de-escalated and students are provided developmentally appropriate and fair consequences for misbehavior that address the root causes of their misbehavior, while minimizing the loss of instruction time;

WHEREAS, School District staff should generally not involve the BPD's Student Resource Officer(s), (hereinafter "SRO"), in enforcement of School District discipline policies;

WHEREAS, School District and BPD recognize that student contact with BPD's SROs and School District staff builds positive relationships leading to better student outcomes; and

WHEREAS, School District and BPD agree that student discipline practices and referrals to the juvenile justice system need to be closely monitored to ensure fair and equitable treatment for all School District students.

For, and in, consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. **TERM**

   A. This Agreement shall be effective on the 1st day of August, 2025, and shall remain in effect for a term of three (3) years, terminating on the 31st day of July 2028. Either BPD or School District may terminate this Agreement for any reason with ninety (90) days written notice.
   B. A review of the Agreement may occur upon request of BPD or School District. If such a review is requested, a representative selected by BPD will meet with a representative selected by School District. The terms of this Agreement may be modified upon written Agreement of BPD and School District as provided herein.
   C. With the exception of unforeseen injury/illness or mandatory in-service training, BPD shall provide the SRO to School District on all days that School is in session. School District shall provide BPD a school calendar on or before June 1st of each year, or as soon as thereafter possible.

D. School District may request, and BPD shall provide, an SRO at School District for the fall orientation.
E. School District may request, and BPD shall provide, an SRO for summer School programs, which shall not exceed thirty (30) summer School days. The School District shall compensate the BPD for such SRO summer School programs services, at the BPD's total hourly compensation and wage rate for the SRO.
F. During days that School is not in session, an SRO is subject to other assignments as determined by BPD.

2. RELATIONSHIP OF PARTIES

A. The SRO assigned to School District is an employee of BPD and shall not be considered an employee of School District and shall be subject to departmental control, supervision, policies, procedures, and General Orders of the Bennington Police Department. At all times, the SRO shall be considered law enforcement for the purposes where Nebraska law requires school districts to make referrals to law enforcement.

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint venturers or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party or its officers, employees, agents, contractors or servants shall in no way be the responsibility of the other Party. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

B. Compensation and fringe benefits for the SRO shall be paid directly by BPD and shall be in accordance with the Bennington Police Department policies as established for its employees.

C. The SRO will be subject to current procedures in effect for Bennington Police Officers, including attendance at all mandated training and testing to maintain state peace officer certification. This training and certification takes place throughout the year and will necessitate the absence of the SRO.

3. SCHOOL RESOURCE OFFICER SELECTION, TRANSFER AND REMOVAL

A. School District and BPD will participate on a selection panel ("Selection Panel") to recommend an officer to serve as the SRO. The Bennington Police Department will make all appointments at its sole discretion.
B. If School District is dissatisfied with the performance of an SRO, the School District shall contact the BPD Authorized Representative or designee and report all unsatisfactory performance issues in writing.
C. The Bennington Police Department may dismiss or reassign an SRO, based on Department guidelines and/or General Orders and when in the Chief's sole discretion, it is determined that such dismissal or reassignment is in the best interest of BPD.
D. In the event of a resignation, retirement, dismissal or reassignment of an SRO, or in the case of long term absences by an SRO, the Bennington Police Department shall provide a temporary replacement for the SRO within thirty (30) schooldays of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the Selection Panel shall convene and a permanent replacement for the SRO position shall be made in accordance with Section 3(A).

4. SCHOOL RESOURCE OFFICER SERVICES/RESPONSIBILITIES

A. Work in concert with the School principal, or School designee, and meet with such on a weekly basis.
B. Provide a program of educational leadership by acting as a guest speaker in addressing tobacco, alcohol, and other drug issues, and in addressing violence diffusion, and violence prevention, and safety issues in the School community.
C. Act as a law enforcement and communication liaison between School and law enforcement agencies.
D. Present programs to School parents on issues related to tobacco, alcohol, and other drugs, violence prevention, and safety.
E. Provide informational in-service for School staff on issues related to tobacco, alcohol, and other drugs, violence prevention, and safety.
F. The SRO will take the appropriate law enforcement action, consistent with an officer's duty. As soon as practicable, the SRO shall make the principal of School aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at School and related School functions. To the extent practicable, the SRO shall advise the principal before requesting additional law enforcement assistance on campus.
G. Refer School students and/or their families to the appropriate agencies for assistance upon request and when need is determined by the sole discretion of the SRO.
H. The SRO shall not act as School disciplinarian. The School District staff should not involve the SRO in disputes that are related to issues of school discipline. The SRO may serve as a complement to school staff, provide education, or act in the role of a mentor, counselor, or trusted adult as herein provided. However, pursuant to the written School District Student Code of Conduct policies regarding law enforcement referral, the principal may contact the SRO. The SRO will determine whether law enforcement action is appropriate.
I. The SRO can perform other duties as may be mutually agreed upon in writing by BPD and School District. Provided further that nothing required herein is intended to or will constitute

a relationship of duty for the assigned officer or BPD beyond the general duties that exist for law enforcement officers within the state.

J. The SRO shall be in uniform with a name badge at all times while serving as SRO.

K. Disciplining students is the responsibility and authority of the School District, school administrators, and parents. Law enforcement is the responsibility of BPD. The School District and BPD shall use best efforts to follow the principles in this Agreement regarding the division between school discipline and law enforcement.

L. BPD can provide assistance when: (a) required by law under Neb. Rev. Stat. §§79-262 and 79-293 or other State, County, or City law; (b) there is a threat to the safety of students, teachers, or public safety personnel; (c) to assist with victims of crime, missing persons, and persons in mental health crisis; (d) in an attempt to prevent criminal activity from occurring; or (e) it is required as part of emergency management response.

M. The SRO should not interview students or collect evidence solely for School District disciplinary purposes.

N. BPD shall inform the School District of its policy that addresses when a parent or guardian will be notified or present, if a student is subjected to questioning or interrogation by an SRO or other employee of BPD.

O. BPD shall inform the School District of BPD's policy that addresses under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by an SRO or other employee of BPD.

P. BPD and the School District will both comply with the School District's rules and standards concerning the type or category of student conduct or actions that will be resolved as a disciplinary matter by a school official and not subject to referral to law enforcement and the type of student conduct or actions that will be referred to law enforcement for prosecution as required by Neb. Rev. Stat. §79-262.

Q. SRO's will maintain a high level of confidentiality of all matters regarding the School District, its staff and student information.

5. FINANCIAL AGREEMENT

A. The School District shall compensate the BPD at an annual rate of $57,000 for the first year, $60,000 for the second year, and $63,000 for the third year.

B. The School District will not pay BPD for:
   i. overtime unrelated to the SRO's duties;
   ii. non-School related expenses related to or resulting from law enforcement related activities, such as criminal investigations and responses to gang fights, assaults, arson, or court appearances.

C. BPD shall be responsible for the SRO's compensation on days when School is in session and the officer is not at their assignment, unless the SRO's absence is due to attending an off-campus activity at School's request or if the School is temporarily or otherwise closed.

D. Payment from School District to BPD will be due upon the signing of this Agreement and on October 1, of each year for the duration of the Agreement.

E. BPD shall incur all costs for training required by BPD and the Nebraska Law Enforcement Training Center to maintain the SRO as a law enforcement officer in the State of Nebraska.

F. In addition to the financial agreement listed in 5(A), the School District will be responsible for arranging and compensating law enforcement for special School events and activities that take place outside of the normal eight hour working day.

G. At the beginning of each School year BPD will invoice the School District for the amount listed in section 5(A) of this Agreement. Payment by the School District shall be due within forty-five (45) days of the date on the invoice.

6. TIMES AND PLACE OF PERFORMANCE

A. The SRO will be on School campus of their assigned school each day that School is in session during the regular school year. The officer is limited to an 8 hour day per contract. Any time worked over 8 hours will be overtime. The SRO's activities will be restricted to the assigned school campus except for:
   i. Follow-up home visits when needed as a result of School related student problems.
   ii. School related off-campus activities when the principal requests participation and such participation is approved by the BPD.
   iii. Response to off-campus, but School related criminal activity.
   iv. Response to emergency law enforcement activities or court appearances.

B. Regular working hours may be adjusted on a situational basis with the consent of the SRO's supervisor. These adjustments should be approved prior to being required and should be to cover scheduled School related activity requiring the presence of a law enforcement officer.

7. SCHOOL DISTRICT RESPONSIBILITIES.

A. School District will provide the SRO with access to a secure office and such equipment as is necessary at School. This equipment shall include, but not limited to, a telephone, fax, computer printer, copier, filing, and desktop computer.

B. The School District shall designate at least one administrator to attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.

C. The School must have a written policy which addresses the circumstances when a student will be advised of their constitutional rights prior to being questioned or interrogated by School Officials or the SRO regardless of whether the SRO is acting as a school official or as an SRO.

D. The School must have a written policy which addresses when a parent or guardian must be notified or present, in a language that such parent or guardian understands, if a student is subjected to questioning or interrogation by a School official or by a school resource officer or security guard operating in conjunction with a School official.

E. The School will have a Student Code of Conduct policy that addresses the type or category of student conduct or actions that will be referred to law enforcement for prosecution and the type of student conduct or action that will be resolved as a School disciplinary action rather than a law enforcement action.

8. BPD and SRO RESPONSIBILITY

A. BPD and SRO agree to comply with all laws, rules, regulations, ordinances, codes, guidelines, and directives which set forth standards and procedures to be followed by the BPD and SRO's in discharging its obligations under this Agreement.

B. BPD shall require each SRO to attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.

C. BPD and SRO shall maintain records on each student who is referred for prosecution by the SRO in response to an incident occurring at school or during a school sponsored event. The records will be maintained for analysis of related data regarding the following:
   i. The reason for such referral
   ii. Federally identified demographic characteristics of such student

D. BPD and SRO shall supply the School with directions on how a parent and or student can make a complaint or express a concern to the Bennington Police Department regarding the SRO.

9. EVALUATIONS AND RECORDS

BPD will perform an annual employee performance evaluation on the SRO. The SRO's supervisor will accept input from a designee of School District prior to completing the evaluation. All records, including performance evaluations, daily activity reports and any statistical reports generated will be stored in a manner consistent with the policies of BPD.

10. LEGAL CONTINGENCIES

A. Nondiscrimination. Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin or similarly protected status of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.

B. Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

C. Applicable Law and Venue. Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceedings in the United States District Court for the State of Nebraska located in Omaha, Nebraska.

D. Entire Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

E. Amendments. This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

F. Assignment. None of the Parties may assign its rights under this Agreement without the express prior written consent of the other Party.

G. Successors and Assigns Bound by Covenants. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.

H. Waiver. Failure or delay by any Party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by either Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

I. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

J. Dispute Resolution. Any dispute which, in the judgment of a Party of this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Party. As soon as possible thereafter, the Parties authorized representatives shall schedule a face-to-face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein. If the Parties are unable to resolve their dispute using the process described above, the Parties agree to submit to nonbinding mediation with a mutually acceptable mediator prior to commencement of a legal action by any Party.

K. Indemnification. Each Party, only to the extent allowed by law, will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and/ or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. Nothing in this Agreement shall be construed as a waiver of sovereign immunity. Each Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act, or other applicable provisions of law.

L. No Third-Party Rights. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents, insurers and servants.

M. New Employee Work Eligibility Status. Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program

authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

N. Public Benefits. With regard to Neb.Rev.Stat. §§4-108 - 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§4-108 – 113.

O. Authorized Representatives and Notice. In further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representative of the Parties:

CITY OF BENNINGTON
Chief, Andrew Hilscher

SCHOOL DISTRICT
Bennington Public School District
Attn: Superintendent

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt.

P. Confidential Information and FERPA. Student "educational records" maintained by the School District are confidential information, governed and protected by the federal law known as the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g), as amended, and its related regulations promulgated by the Department of Education, found at 34 CFR Part 99. This Agreement shall refer to the Act and the regulations collectively as "FERPA." BPD and the SRO agree to in all respects comply with all applicable provisions of FERPA. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share student record information in a manner not permitted by FERPA. The Parties further acknowledge that the School District has implemented policies and guidelines which describe when and how protected student information may be obtained, shared, or otherwise disseminated and that BPD and its officers are subject to such policies and guidelines and will comply with same. The School District shall provide a copy of these policies and guidelines to the SRO and the Bennington Police Department.

Q. Drug Free Policy. The Parties maintain that each has established and maintains a drug free workplace policy.

R. Insurance. The Parties agree to maintain during the term of this Agreement, each at its own expense, comprehensive insurance, although BPD may elect to self-insure, in the minimum amount of $1,000,000 per occurrence and $1,000,000 in the aggregate protecting them, against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage, which may arise from acts under this Agreement. Copies of the certificate of insurance shall be provided to the other Party upon request. Each Party shall maintain during the life of this Agreement the applicable Nebraska statutory Workers' Compensation coverage for each Party's employees. Each Party is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit a Party's liability hereunder or to fulfill the indemnification provisions of this Agreement.

S. Unavailability of Funding. Due to possible future reductions in County, State and/or Federal appropriations, City of Bennington cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such reduction in appropriations, the City of Bennington may terminate the Agreement or increase the consideration upon notice in writing to School District. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The City of Bennington shall be the final authority as to the availability of funds. The effective date of such Agreement termination or increase in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the County, State and/or Federal funding reduction, whichever is later. Provided, that the increase shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of an increase of consideration, School District may cancel this Agreement as of the effective date of the proposed increase upon the provision of advance written notice the City of Bennington.

T. Conflict of Interest. In the performance of this Agreement, both parties will avoid all conflicts of interests or appearances of conflict of interest. Either party will report any conflict of interest immediately to the other party. Each party assures the other party that no employee of a party will have a financial or personal interest in this Agreement. Neither party did nor will provide any money or other benefit of any kind to any employee of the other party in the procuring of, facilitation of, execution of or during the duration of this Agreement.

IN WITNESS THEREOF, the Parties have executed this Agreement on the date evidenced below.

City of Bennington

_____

Clint Adam, Bennington City Mayor

Bennington Public Schools

_____

Bennington Schools Superintendent

_____

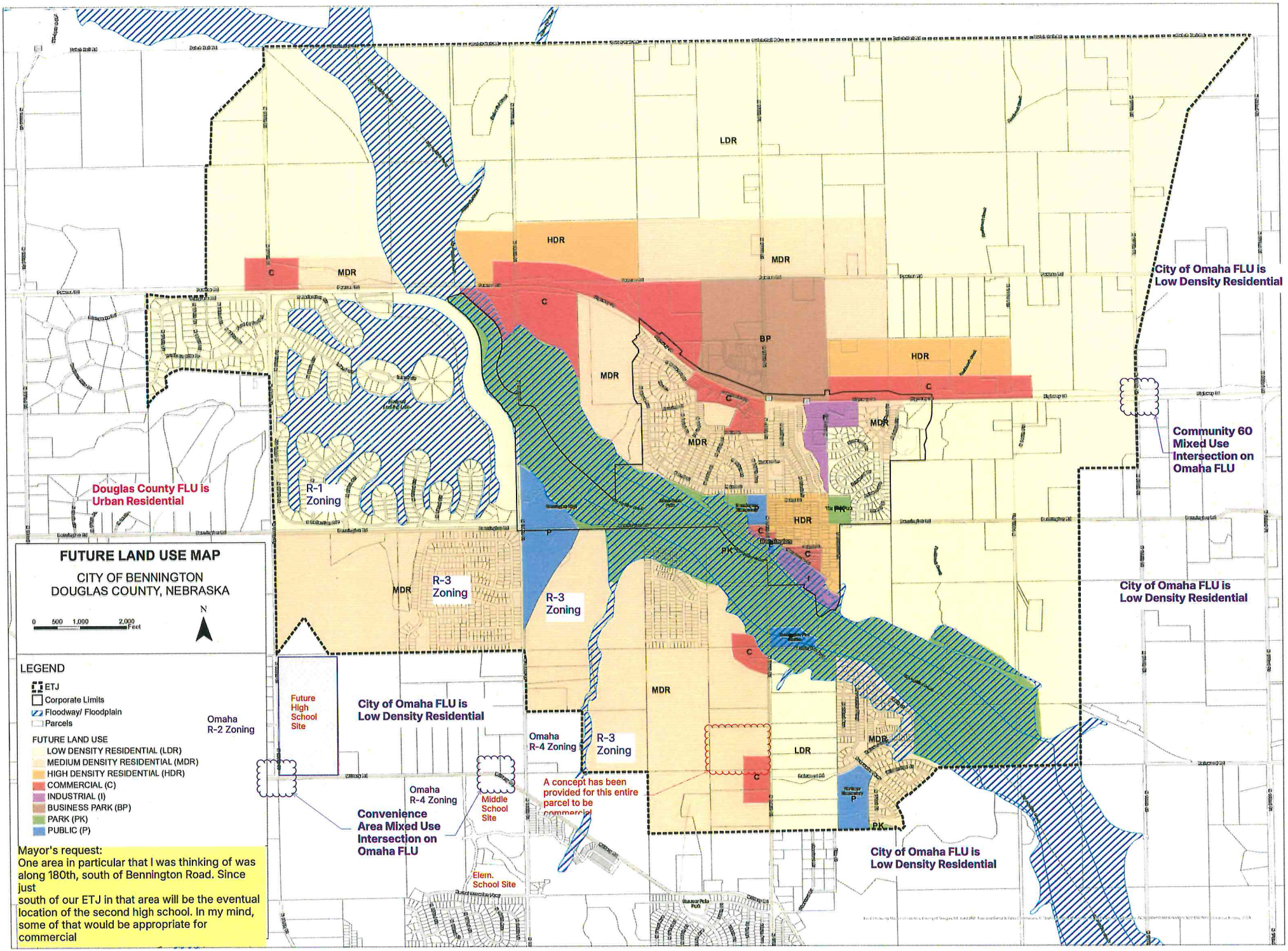
Andrew Hilscher, Bennington Police Chief

_____

Jeff Miller, Bennington City Attorney,
approved as to form

ITEM #12

Future Land use Map


FUTURE LAND USE MAP
CITY OF BENNINGTON
DOUGLAS COUNTY, NEBRASKA
0 500 1,000 2,000 Feet
N
LEGEND
ETJ
Corporate Limits
Floodway/ Floodplain
Parcels
FUTURE LAND USE
LOW DENSITY RESIDENTIAL (LDR)
MEDIUM DENSITY RESIDENTIAL (MDR)
HIGH DENSITY RESIDENTIAL (HDR)
COMMERCIAL (C)
INDUSTRIAL (I)
BUSINESS PARK (BP)
PARK (PK)
PUBLIC (P)
Omaha R-2 Zoning
Mayor's request:
One area in particular that I was thinking of was along 180th, south of Bennington Road. Since just
south of our ETJ in that area will be the eventual location of the second high school. In my mind, some of that would be appropriate for commercial
Douglas County FLU is Urban Residential
R-1 Zoning
City of Omaha FLU is Low Density Residential
Community 60 Mixed Use Intersection on Omaha FLU
City of Omaha FLU is Low Density Residential
City of Omaha FLU is Low Density Residential
City of Omaha FLU is Low Density Residential
Future High School Site
Omaha R-4 Zoning
R-3 Zoning
Omaha R-4 Zoning
R-3 Zoning
R-3 Zoning
Convenience Area Mixed Use Intersection on Omaha FLU
Middle School Site
Elem. School Site
A concept has been provided for this entire parcel to be
LDR
MDR
HDR
BP
C
P
PK

ITEM #13

Library Report

Bennington City Council Meeting
April 14, 2025
Library Report:

Bennington Public Library
Board of Trustees Meeting
March 25, 2025
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 and Services

Last month's program attendance and circulation statistics are included in the February statistical report.

The library received over 40 online signups for the Nebraska Federation of Women's Clubs **District II Art Show** from Bennington and homeschool students ranging from kindergarten through 12th grade. Twenty-eight art pieces advanced to the show which was held in Bellevue on March 22. Twenty-five received ribbons. Nine received first place ribbons and advanced to the Nebraska Women's Club State Convention Art Contest in Lincoln in April. All art pieces will be on display at the library through the month of April.

March Book Madness is in full swing. Winners will be announced April 7.

Johnna will conduct an **Out and About Storytime** at Cup and Cone on Wednesday, April 9th at 10:00 AM.

Our first library **Cat Café** with Felius is this Saturday, March 29th, 9:30 - 11:30 AM. Anyone interested in adopting a cat will need to get pre-approved through the Felius website (https://felius.org/adopt) before the event. This event is open to patrons ages 7 and up.

The most recent draft of our **Summer Reading** brochure is attached. As soon as the location of our Star Party is confirmed it will be sent to the printer. The Friends of the Library approved funding for the sponsorship of prizes and the brochure printing costs.

Technology

We did not receive an affordable bid proposal for the fiber optic special construction e-rate funding project. There is a two-week grace period which still gives vendors time to submit a proposal. Cox expressed interest last year but did not meet the deadline. I reached a new Cox representative today. He expressed interest in submitting a proposal. We shall see…

I learned that the company that manages our lighting controls is no longer in business. I will be meeting with a representative from Strategic Electric (the city's electrician) this week to determine our options going forward.

The all-in-one computer which Jason Nocita delivered turned out to not be a touch screen. I am currently researching other possibilities and will consult with our tech contact at the Nebraska Library Commission before proceeding with the purchase of an all-in-one touch screen.

Personnel/Continuing Education

Heather's dad passed away suddenly last week. She is expected to return from bereavement leave on Thursday.

I attended the Nebraska Library Association's Advocacy Day in Lincoln last week. I missed seeing our Nebraska State Senator Kristy Armendariz as she was in a legislative session during my visit, but had a chance to talk with a member of her staff.

Social Media Stats 3/25/2025

TikTok: 1,378 followers; 46K likes
Instagram: 606 followers; 6,274 views in the last 28 days; 1,049 accounts reached
Facebook: 2,031 followers; 9,004 views in the last 28 days; 1,396 accounts reached
Website: 3,007 views in the last 30 days

Bennington Public Library
February 2025 Statistics

Monthly stats for February	2025	2024
Circulation-Physical items	8128	7938
Overdrive	2290	2020
*OD Audio	*1018	*895
*OD eBook	*863	*678
*OD Digital Magazines	*113	*108
*OD BPS	*296	*339
Book Club Kits	30	31
Total Circulation	**10448**	**9989**
Newsbank search/view/session	**665/3055/187**	**553/3035/138**
Computer Use	**101**	**89**
Study Room Use	**31**	**24**
Conference Room Use	**22**	**21**
Patrons-City	3	8
Patrons-Douglas County	41	40
Patrons-Omaha	10	8
Patrons-Washington County	1	1
Total new cards issued	**55**	**57**
Presch STEAM (3)	95	121
Storytime Koala-T (4)	85	90
Storytime-Thurs (4)	165	145
Storytime-Sat (2)	50	62
Open Art Studio (4)	76	61
LEGOS (4)	52	23
Read to a Dog	43	19
Outreach ST @ Legacy (3)	120	26
Total Children's Programs (25)	**686**	**547**
Teen Time (4)	8	24
Teen Book Club	0	3
Teen BLAB	0	8
Middle School Book Club (3)	34	17
Crochet Corner (2)	9	n/a
Total YA/Teen Programs (11)	**51**	**52**
Book Club-1st Wed	9	15
Book Club-3rd Tues	canceled	11
Book Club-RW	6	6
Craft Circle	16	
Total Adult Programs (3)	**31**	**32**
Library Visits	2437	2601
Volunteers/Hours	14/77	15/71
Copier/Printer 1/13-2/12	3137	1536

collectioncode	Checkout	renew	total
Adult DVDs	34	37	71
Adult Fiction	503	619	1122
Adult Large Print Fiction	1	1	2
Adult Magazines	9	0	9
Adult Nonfiction	103	150	253
Cake Pans	4	0	4
Interlibrary Loan	19	4	23
Childrens Boardbooks	109	136	245
Childrens Chapter Books	275	561	836
Childrens Comic Books	19	47	66
Childrens Books on CD	1	2	3
Childrens DVDs	85	89	174
Childrens Easy Readers	551	910	1461
Childrens Graphic Novels	246	389	635
Childrens Magazines	5	0	5
Childrens Nonfiction	285	473	758
Childrens Picture Books	786	1071	1857
Childrens Playaways	94	97	191
Childrens Readalongs	62	74	136
Kits	13	0	13
Special Collections	21	0	21
Young Adult Fiction	86	144	230
YA Graphic Novels	5	8	13
Young Adult Nonfiction	2	7	9
Young Adult Playaways	1	0	1
Total Physical Items	**3319**	**4819**	**8138**

Self-directed/Passive Programming	
Scavenger hunt	245
Blind Date with a Book	50
Show some love	56
Total	**351**

BENNINGTON DAZE

Friday June 6 - Sunday June 8

Friends of the Bennington Library Book Sale

Thursday June 5	10:00 AM-7:00 PM
Friday June 6	10:00 AM-7:00 PM
Saturday June 7	9:00 AM-3:00 PM

Summer Reading Booth in Centennial Park

Saturday June 7	9:00 AM-2:00 PM

Color Our World Float in the Bennington Daze Parade

Saturday June 7	11:00 AM



SUMMER FINALE PARTY

Saturday, August 2
1:00-3:00 PM
Centennial Park

Water slides, prizes, and fun!

THANK YOU TO OUR SUMMER READING SUPPORTERS

The Friends of the Bennington Library are a non-profit organization committed to promoting the interest and welfare of the Bennington area libraries. They strive to: support the Bennington Public Library, promote literacy, raise funds to enhance library services and programs, and encourage community involvement.

Friends OF THE BENNINGTON LIBRARY

venmo

@benningtonlibraryfriends

Donations for the Summer Reading Program can be made to the Friends of the Bennington Library. Thank you for your support!

Learn more about the Friends of the Bennington Library by visiting: www.benningtonfol.org

HOURS & INFORMATION

Monday	10:00 AM - 7:30 PM
Tuesday-Thursday	10:00 AM - 6:00 PM
Friday	CLOSED
Saturday	9:00 AM - 12:00 PM
Sunday	CLOSED

www.benningtonlibrary.org

Bennington Public Library

COLOR OUR WORLD

SUMMER READING
JUNE 1 - JULY 31, 2025

KIDS — TEENS — ADULTS

Storytimes, Community Events, Prizes, and More!



READING CHALLENGE

June 1st to July 31st

Read throughout the summer to earn rewards and be entered into the end of summer prize drawing.

SIGN-UP

Join the Summer Reading Challenge by completing the Sign-Up Form on our website or sign-up in person at the library.

TRACK THE DAYS YOU READ

Paper reading logs are available to pick up at the library or print a copy at home from our website.



READING REWARDS

Preschool-12th Graders

For every **10 days** of reading logged, you earn a "Reading Reward" that can be picked up at the library, anytime during open hours. After you read **50 days**, pick up a certificate for a free book of your choice, courtesy of the **Friends of the Bennington Library.**

END OF SUMMER PRIZE DRAWING

For readers of all ages (Preschool-Adult)

After logging **10 days** of reading, pick up a drawing prize ticket at the library. One ticket per reader limit.

PRESCHOOL PROGRAMS

Preschool S.T.E.A.M.

Mondays 10:30 AM | *Ages 2-5*

Storytime

Thursdays 10:30 AM | *Ages 0-5*

Saturday Storytimes

June 21 10:00 AM | *Ages 0-5*

July 19 10:00 AM | *Ages 0-5*

ELEMENTARY PROGRAMS

Summer Movies

Mondays 1:30 PM | *All Ages Welcome*

Elementary S.T.E.A.M.

Tuesdays 10:30 AM | *Grades 1-5*

Open Art Studio

Tuesdays 1:30 PM | *All Ages Welcome*

LEGO @ Your Library

Wednesdays 1:30 PM | *All Ages Welcome*

Read with a Dog

June 14 10:30 AM | *All Ages Welcome*

July 5 10:30 AM | *All Ages Welcome*

COMMUNITY PARTNERS

Wednesdays 10:30 AM | *All Ages Welcome*

- June 4 | Wildlife Encounters
- June 11 | Omaha Astronomical Society
- June 18 | Omaha Street Percussion
- June 25 | Made New Omaha Makerspace
- July 2 | Kindness Rocks!
- July 9 | Dr. Oxygen
- July 16 | Papio NRD - Animal Adaptations
- July 23 | Bennington Fire Department
- July 30 | Fontenelle Forest Raptor Ambassadors

TWEEN & TEEN PROGRAMS

Teen Retreat

Mondays 6:00-7:00 PM | *Grades 6-12*

- June 2 | Kick off Carnival
- June 9 | Mac 'n Cheese Cookoff
- June 16 | Trivia Night
- June 23 | Tie Dye (Bring your own item)
- June 30 | Black-out Poetry
- July 7 | Music BINGO
- July 14 | Donut Decorating
- July 21 | Foam Party
- July 28 | Paint War



Teen Time

Tuesdays 6:00-7:00 PM | *Grades 6-12*

ADULT PROGRAMS

Second Saturday Craft Circle

June 14 and July 12 9:00 AM-12:00 PM

Book-to-Movie Book Club

- June 12 4:00 PM | Book Discussion
- June 26 4:00 PM | Movie Watch
- July 10 4:00 PM | Book Discussion
- July 24 4:00 PM | Movie Watch

Cooking with Herbs Class

July 9 4:00 PM

STAR PARTY

Wednesday, June 11 | 9:00 PM
@ Glacier Creek Preserve
14810 State St, Bennington, NE 68007

Join the Bennington Public Library and the Omaha Astronomical Society for a Star Party at Glacier Creek Preserve! All ages welcome, children must be accompanied by an adult.

ITEM #16

Office Report

2024/2025 MINDI REPORT

ALL REVENUES BUDGETED ----------$ 7,636,931

ALL EXPENSES BUDGETED ----------$ 8,574,037

BUDGETED DIFFERENCE ----------$937,106

IMPACTS TO THE BUDGET -- 6 MONTH REVIEW 3/31/2025

EXPENSE IMPACTS TO BUDGET

(IMPACTS LISTED IN RED ARE RESTRICTED FUND IMPACTS)

	YTD Spend	Budgeted	Difference
• 6197 - PW BUILDING ENGINEERING	$122,558	$75,000	$47,558
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
	NET EFFECT		$47,558

REVENUE IMPACTS TO BUDGET

	YTD Deposits	Budgeted	Difference
• 5010 - LOCAL SALES TAX (AT 73% SALES TAX IS UP)	$658,035	$900,000	-$241,965
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
•	$0	$0	$0
	NET EFFECT		-$241,965.00

CITY OF BENNINGTON
2025/2026 BUDGET MEETINGS AND MILESTONE DATES

(Meetings in bold should be added to Council Members calendars. Please contact Mindi if there are conflicts with any of the dates.)

- Wednesday, June 18th – **1pm**. Pre-Budget Engineering Meeting. **Required attendees:** JEO; Public Works Director, Clerks.

- Monday, July 7th - City Office will distribute to Department Heads the 2024/2025 Budget Work Sheets via e-mail.

- Wednesday, July 9th - Department Heads submit 2024/25 end-of-year estimates and their 2025/2026 budget numbers to the City Office during a meeting with the Clerks, and Mayor at the following times**: (8:45a – 10:45a Parks/Streets) (11:00a - 12:00p (Police) (1:00p – 2p Library) (City).**

- Friday, July 11th – **12p**. Budget worksheets updated and numbers back out to Department Heads for review. ***Any changes back to City Office on Mon, July 14th by 12 p.m.*** Worksheets **to Mayor** for review by end of day.

- Tuesday, July 15th – **12p.** Department heads notify City Office of any budget modifications made by the Mayor.

- Wednesday, July 16th – Budget worksheets will be emailed to the Council & Bergan KDV at the end of the day for review in preparation for July 28th Meeting.

Clint out of town _____ **Mindi** out of office _____ Lisa out of office _____
Drew out of office _____ John out of office _____ **Jake** out of town _____

Monday, July 28th – 6:00 p.m. Special Council Budget Meeting – Mayor and Department Heads present the Budget to the Council. Council reviews the Budget, communicates with Mayor as needed to have a clear understanding of budget numbers, and proposes changes. All Department Heads should attend this meeting.

- Thursday, July 31st – Budget worksheets updated with changes and sent back to Mayor, Council and Dept. Heads.

- ***Mon, Aug 11th – 6:00 p.m. as part of the Regular City Council meeting – Final review of Budget.***

- Wed, August 13th – Budget worksheets modified if necessary and forwarded to, reviewed by and approved by BerganKDV Office and the Mayor.

- Weds, August 20th – Property Valuation Notice Received.

- Fri, August 22nd - Worksheets updated and forwarded to BerganKDV Office and Mayor.

- ***Mon, August 25th – 6:00 p.m. - BerganKDV meets with Council at a Special Council meeting to review the 2025/2026 Notice of Budget Hearing, Budget Summary & Final Tax Request.***

- ***Mon, September 8th – 6:00 p.m. - Regular City Council meeting including Public Budget Hearing to approve 2025/2026 Budget - BerganKDV attending and presenting.***

~ END ~

ITEM #17

Project Tracker

City of Bennington Project Tracker

Apr-25

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
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.
Bennington Lake, Lot 2	090034	Administration	Julie Ogden	General Engineering	On-Going	The construction plans for this have been approved but the developer has said he is completing other lots/houses first. No timeline for the work to be completed.
Building Permits	090034	Administration	Julie Ogden	General Engineering	On-Going	• assist Mindi with pool permits as they come in •
Hagen Hills Possible Development on 168th, just north of future Rainwood Road	090034	Administration	Julie Ogden	General Engineering	On-Going	The final plat was approved in November. Continued coordination with the Rainwood Road Design is needed. Revised sanitary sewer plans and specifications were submitted for review . Storm and Paving plans are anticipated in early 2025 for review. A subdivision agreement will be prepared by the City Attorney.
Kempten Creek, Original & Phase 2	090034	Administration	Julie Ogden	General Engineering	On-Going	Current Activity on on Development: • Grading, Sanitary Sewer, Storm Sewer and Paving Work is completed on the interior of the subdivision. Bennington Road & 156th Street Turn lane improvements are complete. There are a variety of warranty expiration dates for this development, we will monitor as best we can. • Trail construction is ongoing along with sidewalk work in the development. Work will resume this spring and should be completed in May. • Building permits are being issued for the development. • An interlocal agreement has been completed to address the water connection fee to the park.
MAPA 2025 FY call for projects	90034	Administration	Julie Ogden	General Engineering	On-Going	3 applications for funding of city projects were submitted. • Heartland 2050 mini-grant (planning) - trail/active mobility portion of the park master plan. City was notified of grant award and will select engineer off on-call list MAPA will prepare in early 2025. This RFQ is currently out to consultants for submittals. City should be able to select a consultant in June basedon MAPA schedule in RFQ. • TAP (transportation alternatives) - a trail from Bennington Road along the creek and connecting into downtown at Stark Street, the crossing of Bennington Road and 156th Street would be designed as under-crossings to provide for safer access. Notification of grant award was received and the NDOT DR530 form has been completed and submitted to MAPA. Construction anticipated in FY 27/28. • STPG (surface transportation) - reconstruction of Bennington Road from 168th to the Papio Creek Bridge (no improvements to bridge)
Morgan Ridge	90034	Administration	Julie Ogden	General Engineering	On-Going	Final plat was approved at the May 2022 Meeting for phase 1. The Subdivision Agreement is approved. Grading work has begun. Sanitary Sewer, Paving and Storm Sewer plans have been approved. Sanitary sewer construction is in process and storm/paving will follow that work. Paving may not be completed until April or May of 2025.
Morgan Ridge, Phase 2	90034	Administration	Julie Ogden	General Engineering	On-Going	A final plat application was submitted for Phase 2. Key items to be addressed include a sanitary sewer outfall thru or near the Heritage or Fire Department property. Rainwood Road is needed for this phase, see information on that project. Plat was approved, subdivision agreement is in process. Review and comments have been provided to developer of the interior sanitary sewer plans for the development. A concept layout/alignment for the outfall was included and coordinaiton with other potential developments is in process.

Project	JEO Project No.	JEO Department Leading Project	Assigned To	Contract Executed	Status	Update Comments From Previous Month
Rainwood Road (156th to 168th)	090034	Administration	Julie Ogden	General Engineering	On-Going	This would be a county project constructed in coordination with adjacent developments (Morgan Ridge and Hagen Hills). When Final Plats for adjacent developments are presented to the city, we need to include cost share in the subdivision agreement and make sure grades/drainage is coordinated. The interlocal agreement has been approved by all parties and grading for road is antedated later this year or 2025. Paving would be completed for traffic in late 2026. The bridge over the future lake would be constructed in 2028 as of current estimates.
Logemann Splashpad at Neumeyer Farm Park	231502.01	Aquatics	Julie & Jon Haauck	Yes	In Design	First meeting with City and Sponsor was held to review the goals, vision and other prject details. Key items include area dedicated for splashpad and providing parking. A meeting with the City to review overall park concept with recent updates for tennis and other park items will be held on April 10th and the next meeting with the sponsor the week of April 14th to review locaitons, size and start to discuss layout options for pads.
Neumeyer Farms (recreational park) - Community Development (thru Congressman Bacon) Grant Project	231502.03	Administration	Julie Ogden	General Engineering	In Design	The initial meeting related to this grant received for the next phase of the project (2.1 million) was held with HUD representatives. A formal grant packet will be mailed/emailed out in the near future and a funding agreement may be presented to the council for acceptance. John B will be the City Project Lead for this grant. John B reached out to MAPA on RFP assistance, they provided an opinion that HUD (with their CDBG funding) allows appointed engineers to be used, so John is attempting to review/confirm that with our grant contact. JEO has completed the topographic survey and started on the the environmental reviews. An overall park layout is being prepared and will be reviewed with the Mayor and John B on April 10th to make sure we have coordiantion with splash pad location.
Update Zoning Map	090034	Administration	Julie Ogden	General Engineering	In Design	There have been multiple zoning changes since the last update to the map in 2022 and we are updating the map and will provide a new one for the wall and PDF for website if desired. Map update to be done in April.
2025 Street Patching Bid Package	090034	Administration	Julie Ogden	General Engineering	Bidding	Areas for 2025 patching work to be determine for a bid package to be presented to council in February. Bids to be reviewed and project award considered at April Meeting.
Bennington Public Works Building	220296	Site Design	Julie Ogden	Amendment Needed	Bidding	Final Design will be brougt to council for review/bidding approval in February. Bids to be reviewed and project award considered at April Meeting.
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.
Neumeyer Farms (recreational park) - NDED Shovel Ready Grant Project	090034	Administration	Julie Ogden	General Engineering	Warranty Period	Final Documents submitted to NDED for payment of remaining grant funds. Warranty will expire in December 2025. Jake will be starting work on the field turf and start the sprinker sytems in April.
Newport Vista subdivision, Phase 2	090034	Administration	Julie Ogden	General Engineering	Warranty Period	Building Permits can be issued. Trail construction is nearly completed with just seeding to be completed. Warranty for the trail will expire in Fall of 2026.
Ridgewood Replat 14	90034	Administration	Julie Ogden	General Engineering	Warranty Period	All lots but one have been split. Building permits are being issued. Warranty will expire in November 2025
The Heritage Replat 6 (old school site)	090034	Administration	Julie Ogden	General Engineering	Warranty Period	The development construction has been completed and punch list items are done. There are a few items that will be monitored over the warranty period (expires in July 2025) and coordination continues with the developer related to the storm basin on Rainwood Road. Future building permits are being HELD for this development until the sidewalk construciton is completed. The SID has issued an emergency street repair project to address an issue with the street (N 150th Circle) where pavement is cracked and settling. These plans have NOT been provided to the City for review/approval. The SID engineer has reviewed the inforamtion on the road failure and will be sending reports and plans for review.
Waters Edge @ 168 Mueller Property (adjacent to Middle School)	90034	Administration	Julie Ogden	General Engineering	Warranty Period	Internal construction is complete other than a few sidewalks. Building permits will be issued as applied for. The warranty period for this development ends on April 15, 2026.

Project	JEO Project No.	JEO Department Leading Project	Assigned To	Contract Executed	Status	Update Comments From Previous Month
Neumeyer Farms (recreational park) - Tennis/Pickleball Courts	090034	Administration	Julie Ogden	Agreement Needed	On Hold	John B met with the school about partnering on construction for a tennis/pickleball court to be located on the upper part of Neumeyer Farm Park. The school will be constructing their own facilities on campus. This project will be put on hold until the Park Master Plan update is completed.
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.
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. The property is currently on the market for sale so that may provide resolution.
Prairie Ridge (aka Bennington Park Lot 1 - large lot behind Runza)	090034	Administration	Julie Ogden	General Engineering	On Hold - Waiting on Applicant	A final plat was approved (6-2023) for this lot which combines duplex units (for sale) and townhome style buildings (for rent or sale). The interior road improvements are proposed to be privately owned and maintained to allow for a narrower ROW and paving. This proposal includes the use of CMD zoning and appropriate green space is provided. City attorney is working with the developer on the subdivision agreement and an updated set of construction plans have been reviewed by JEO and comments provided back to developer (12/5/23). Plans will not be approved until the subdivision agreement is finalized. They are inquiring about TIF funding for the site.
Ridgewood Lots 1 & 2	090034	Administration	Julie Ogden	General Engineering	On Hold - Waiting on Applicant	The owner of Lots 1 & 2 has started to clear the lots and fill in the old basin. Anticipate building permits in the future.